



**Board of Directors Regular Meeting
Thursday, August 7, 2025, 9:30 a.m.**

**SLDMWA Boardroom
842 6th Street, Los Banos
(List of Member/Alternate Telephonic Locations Attached)**

Public Participation Information

Join Zoom Meeting

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**Meeting ID: 878 8711 2002
Passcode: 206928**

One tap mobile

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NOTE: Any member of the public may address the Board concerning any item on the agenda before or during its consideration of that item, as appropriate. For each item, public comment is limited to no more than three minutes per person. For good cause, the Chair of the Board may waive this limitation.

NOTE FURTHER: Meeting materials have been made available to the public on the San Luis & Delta-Mendota Water Authority's website, <https://www.sldmwa.org>, and at the Los Banos Administrative Office, 842 6th Street, Los Banos, CA 93635.

Agenda

1. Call to Order/Roll Call
2. Board to Consider Additions or Corrections to the Agenda of Items, as authorized by Government Code Section 54950 et seq.
3. Opportunity for Public Comment – Any member of the public may address the Board concerning any matter not on the agenda, but within the Board's jurisdiction. Public comment is limited to no more than three minutes per person. For good cause, the Chair of the Board may waive this limitation.

Consent Calendar

Note: All matters listed on the Consent Calendar are considered to be routine and non-controversial and will be acted upon by a single action of the Board of Directors, unless a Board Member requests separate consideration of the item. If such a request is made, the item may be heard as an action item at this meeting.

4. **Approval of July 10, 2025 Meeting Minutes, and July 10, 2025 Workshop Minutes**
5. **Acceptance of Financial & Expenditures Reports**
6. **Finance & Administration Committee Recommendation to Accept the Treasurer's Report for the Quarter Ending June 30, 2025**
7. **Acceptance of Staff Reports:**
 - a. **O&M Budget to Actual**
 - b. **Operations & Maintenance**
 - c. **Science Program**
 - d. **Activity Agreements**
 - e. **Procurement Activity**

Action Items

8. **Finance & Administration Committee Recommendation Regarding Adoption of Amendments to the San Luis & Delta-Mendota Water Authority Consolidated Procurement Policy, Arroyave/Akroyd**
9. **Finance & Administration Committee Recommendation Regarding Award and Execution of Construction Agreements for Jones Pumping Plant Excitation Project, and Expenditure of Up to \$25,000,000 Utilizing Aging Infrastructure Account Funds, Arroyave/McNeil**
10. **Finance & Administration Committee Recommendation Regarding Award of Contract, Execution of Construction Agreement for DMC Road Maintenance Chipseal, and Expenditure of Up to \$396,466 from the FY26 EO&M Budget, Arroyave/McNeil**
11. **Finance & Administration Committee Recommendation Regarding Execution of Change Order for O'Neill Pumping-Generating Plant Power Transformer Rehabilitations and Increase in Expenditure of Up to \$2,156,500 from the FY24 and FY26 EO&M Budgets, Arroyave/McNeil**
12. **Adoption of Resolution Authorizing Execution of Contributed Funds Agreement and Spend Plan, Exhibits to B.F. Sisk Dam Raise and San Luis Reservoir Expansion Project Management and Cost Share Agreement, Arroyave/Akroyd**

Report Items

13. **Report on State and Federal Affairs, Petersen/Dennis Cardoza/Kristin Olsen**
14. **Executive Director's Report, Barajas**
(May also include reports on activities related to 1) CVP/SWP water operations; 2) California storage projects; 3) regulation of the CVP/SWP; 4) existing or possible new State and Federal policies; 5) Water Authority activities)
15. **Chief Operating Officer's Report, Arroyave**
(May include reports on activities related to 1) OM&R; 2) Infrastructure Projects; 3) Water transfers, exchanges, and release program)
16. **Update on Water Operations and Forecasts, Arroyave/Bureau of Reclamation**
17. **Committee Reports:**
 - a. **Water Resources Committee Activities, Bourdeau**
 - b. **Finance & Administration Committee Activities, Hansen**
 - c. **O & M Technical Committee Activities, White**
 - d. **Planning Committee Activities, Diener**
18. **Outside Agency/Organization Reports:**
 - a. **State and Federal Contractors Water Agency**
 - b. **Family Farm Alliance**
 - c. **Farm Water Coalition**
 - d. **Association of California Water Agencies**
 - e. **San Joaquin Valley Water Blueprint Effort**
 - f. **San Joaquin Valley Collaborative Action Program**
 - g. **Central Valley Project Water Association**

19. Board Member Reports

20. **CLOSEDSESSION**

THREAT TO PUBLIC SERVICES OR FACILITY

Consultation with: Executive Director / General Counsel

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Initiation of Litigation Pursuant to paragraph (4) of Subdivision (d) of Government Code Section 54956.9 – 2 potential cases

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant Exposure to Litigation Pursuant to Paragraph (2) or (3) of Subdivision (d) of Government Code Section 54956.9 – 2 potential cases

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Existing Litigation Pursuant to paragraph (1) of Subdivision (d) of Section 54956.9

- A. Pacific Coast Federation of Fishermen's Associations, et al. v. Stock, et al., U.S. District Court, E.D. Cal., Case No. 2:11-cv-02980; 9th Cir. Case No. 23-15599 (PCFFA v. Glaser or GBP Citizen Suit)
- B. City of Fresno, et al. v. United States, U.S. Court of Appeals for the Federal Cir., Case No. 22-1994; U.S. Court of Federal Claims, Case No. 1:16-cv-01276 (2014 Friant Div. Operations)
- C. Pacific Coast Federation of Fishermen's Associations, et al. v. Raimondo, et al., U.S. District Court, E.D. Cal., Case No. 1:20-cv-00431 (ROC on LTO BiOps)
- D. California Natural Resources Agency, et al. v. Raimondo, et al., U.S. District Court, E.D. Cal., Case No. 1:20-cv-00426 (ROC on LTO BiOps)
- E. California Sportfishing Protection Alliance, et al. v. State Water Resources Control Board, et al., Sac. Co. Superior Court, Case No. 34-2021-80003761 (2021 TUCP Order)
- F. California Sportfishing Protection Alliance, et al. v. State Water Resources Control Board, et al., Sac. Co. Superior Court, Case No. 34-2021-80003763 (2021 Temp. Mgmt. Plan)
- G. Walsh v. Martin, et al., E.D. Cal., Case No. 1:23-CV-01774 (employment action)
- H. State Water Resources Control Board, Administrative Hearings Office, Petitions for Change of DWR Water Right Permits, Delta Conveyance Project (DWR Change Petition)
- I. Tehama-Colusa Canal Authority, et al. v. California Department of Water Resources, et al., Sacramento Co. Superior Court, Case No. 24WM000183 (SWP 2024 EIR Challenge)

21. Return to Open Session / Report from Closed Session, if any Required by Government Code Section 54957.1

22. Reports Pursuant to Government Code Section 54954.2(a)(3)

23. **ADJOURNMENT**

Persons with a disability may request disability-related modification or accommodation by contacting Cheri Worthy or Sandi Ginda at the San Luis & Delta-Mendota Water Authority Office, 842 6th Street, P.O. Box 2157, Los Banos, California, via telephone at (209) 826-9696, or via email at cheri.worthy@sldmwa.org or sandi.ginda@sldmwa.org. Requests should be made as far in advance as possible before the meeting date, preferably 3 days in advance of regular meetings or 1 day in advance of special meetings/workshops.

This agenda has been prepared as required by the applicable laws of the State of California, including but not limited to, Government Code Section 54950 et seq. and has not been prepared with a view to informing an investment decision in any of the Authority's bonds, notes or other obligations. Any projections, plans or other forward-looking statements included in the information in this agenda are subject to a variety of uncertainties that could cause any actual plans or results to differ materially from any such statement. The information herein is not intended to be used by investors or potential investors in considering the purchase or sale of the Authority's bonds, notes or other obligations and investors and potential investors should rely only on information filed by the Authority on the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System for municipal securities disclosures, maintained on the World Wide Web at <https://emma.msrb.org/>.

SLDMWA BOARD OF DIRECTORS REGULAR MEETING
TELEPHONIC LOCATIONS
AUGUST 7, 2025

7357 W. Tenaya Ave
Fresno, CA 93723

15671 W. Oakland Ave
Five Points, CA 93624

30 Mansfield Road
Hollister, CA 95023

**SAN LUIS & DELTA-MENDOTA WATER AUTHORITY BOARD OF
DIRECTORS SPECIAL MEETING
MINUTES JULY 10, 2025**

The Board of Directors of the San Luis & Delta-Mendota Water Authority convened at approximately 9:30 a.m. at Hotel Mission De Oro, 13070 CA-33 in Santa Nella, California, with Chair Cannon Michael presiding.

Directors and Alternate Directors in Attendance

Division 1

Vince Lucchesi, Alternate for Bobby Pierce
Anthea Hansen, Director
Ed Pattison, Director - Lea Emmons, Alternate

Division 2

Justin Diener, Director
William Bourdeau, Director
Aaron Barcellos, Director
Bill Diedrich, Director (arrived during item 11)

Division 3

Chris White, Alternate for Dan McCurdy
Jarrett Martin, Director
Cannon Michael, Director
Ric Ortega, Director

Division 4

Aaron Baker, Alternate for John Varela
Richard Santos, Director
Joe Tonascia, Director - Brett Miller, Alternate

Division 5

Allison Febbo, Director
Manny Amorelli, Director

Friant Water Authority Representatives

Jason Phillips, FWA Representative

Authority Representatives Present

Federico Barajas, Executive Director
Pablo Arroyave, Chief Operating Officer
Rebecca Akroyd, General Counsel
Rebecca Harms, Deputy General Counsel
Scott Petersen, Water Policy Director
Ray Tarka, Director of Finance
Bob Martin, O&M Director
Jacob Bejarano, Senior Civil/Mechanical/Electrical Engineer
Landon Truesdale, Legislative/Legal Policy Clerk
Stewart Davis, IT Officer
Dan Nunes, SCADA Engineer

Others in Attendance

Patrick McGowan, Panoche Water District
Steve Stadler, San Luis Water District
John Varela, Valley Water
John Wiersma, Henry Miller Reclamation District #2131
Jeff Bryant, Firebaugh Canal Water District
Wilson Orvis, Friant Water Authority
Cindy Kao, Valley Water
Vince Gin, Valley Water
Brooke White, CVPWA
Liz Stebbins, Flow West
Dennis Cardoza, Foley & Lardner, LLP (via ZOOM)
Kristin Olsen-Cate, California Strategies (via ZOOM)
Mitch Partovi, Water Agency
Steve Chedester, San Joaquin River Exchange Contractors Water Authority
Kathy Mahon, Senator Adam Schiff Staff (via ZOOM)
Levi Johnson, USBR (via ZOOM)

1. **Call to Order/Roll Call** – The meeting was called to order by Chair Cannon Michael and roll was called.
2. **Board to Consider Corrections to the Agenda of Items, as authorized by Government Code Section 54950 et seq.** – No corrections.
3. **Public Comment** – None.

CONSENT ITEMS

4. **Agenda Items 4-6: Board to Consider: a) June 5, 2025 Meeting Minutes b) Acceptance of the Financial & Expenditures Reports, and c) Acceptance of Staff Reports.**

On a motion of Director Richard Santos, seconded by Alternate Director Chris White, the Board accepted the June 5, 2025 Meeting Minutes, Financial & Expenditures Reports, and Staff Reports. The vote on the motion was as follows:

AYES:	Lucchesi, Hansen, Pattison, Diener, Bourdeau, Barcellos, White, Jarrett Martin, Michael, Ortega, Baker, Santos, Tonascia, Febbo, Amorelli
NAYS:	None
ABSTENTIONS:	None

ACTION ITEMS

5. **Agenda Item 7: Water Resources Committee Recommendation Regarding Adoption of Staff Recommendation for Positions on Legislation.**

- a. H.R. 3845 (Gray), Valley Water Protection Act
- b. H.R. 1897 (Westerman), ESA Amendments Act of 2025
- c. S.B. 707 (Durazo), Open Meetings: Open Meetings and Teleconferences.

Water Policy Director Scott Petersen reviewed the staff recommendations for positions on legislation, including the ratification of positions on H.R. 3845 and S.B. 707. Petersen answered questions from Board members throughout the presentation. Director William Bourdeau suggested considering H.R. 1897 separately.

On a motion of Director Justin Diener, seconded by Director William Bourdeau, the Committee adopted the staff recommendations for positions on H.R.3845 (Gray) (support), and S.B. 707 (Durazo) (oppose unless amended).

AYES:	Lucchesi, Hansen, Pattison, Diener, Bourdeau, Barcellos, White, Jarrett Martin, Michael, Ortega, Baker, Santos, Tonascia, Febbo, Amorelli
NAYS:	None
ABSTENTIONS:	None

Petersen answered questions regarding H.R. 1897 (Westerman), and explained the staff recommendation for a watch position. Petersen clarified the intent to provide information to the California Congressional delegation of key provisions of the proposed legislation that could improve Endangered Species Act implementation for the Central Valley Project.

On a motion of Director Ric Ortega, seconded by Director Richard Santos, the Committee adopted the staff recommendation for position on H.R.1897.

AYES:	Lucchesi, Hansen, Pattison, Diener, Bourdeau, Barcellos, White, Jarrett Martin, Michael, Ortega, Baker, Santos, Tonascia, Febbo, Amorelli
NAYS:	None
ABSTENTIONS:	None

6. Agenda Item 8: Finance & Administration Committee Recommendation Regarding Adoption of Resolution Authorizing Application for Extended Repayment/Funding from the Aging Infrastructure Account.

Chief Operating Officer Pablo Arroyave introduced the item and reviewed materials included in the meeting packet. Arroyave stated that the Authority is prepared to submit three applications for funding. Arroyave reported that the first two applications for the DMC Subsidence Correction Project and the O'Neill Rehabilitation Project have Board of Directors approval. Arroyave reported the recommendation is for the Board of Directors to approve the third application for the O'Neill Transformer Replacement Project. Arroyave reviewed edits to the proposed resolution provided by the Finance & Administration Committee. Arroyave explained that further action would be required if funds are awarded and there is a need to enter into a repayment contract. Director Anthea Hansen and FWA

Representative Jason Phillips recommended minor changes to the Resolution.

On a motion of FWA Representative Jason Phillips, seconded by Director Anthea Hansen, the Board adopted the Resolution Authorizing Application for Extended Repayment/Funding from the Aging Infrastructure Account with proposed edits. The vote on the motion was as follows:

AYES:	Lucchesi, Hansen, Pattison, Diener, Bourdeau, Barcellos, White, Jarrett Martin, Michael, Ortega, Baker, Santos, Tonascia, Febbo, Amorelli, Phillips
NAYS:	None
ABSTENTIONS:	None

7. Agenda Item 9: Finance & Administration Committee Recommendation Regarding Approval of Adjustment to Water Year 2025 Water Rates.

Director of Finance Raymond Tarka reviewed the proposed changes to the Water Year 2025 water rates and asked for approval of both rates under 55% and 60% Ag allocation scenarios. Tarka noted the increase in DWR wheeling charges for moving water through the Delta-Mendota Canal/California Aqueduct Intertie and the effects on water rates. Chief Operating Officer Pablo Arroyave stated that the Authority would be moving forward with the rates under the 55% Ag allocation scenario.

On a motion of Director Justin Diener, seconded by Director Richard Santos, the Board Approved the adjustment to Water Year 2025 Water Rates. The vote on the motion was as follows:

AYES:	Lucchesi, Hansen, Pattison, Diener, Bourdeau, Barcellos, White, Jarrett Martin, Michael, Ortega, Baker, Santos, Tonascia, Febbo, Amorelli, Phillips
NAYS:	None
ABSTENTIONS:	None

8. Agenda Item 10: Board of Directors to Authorize Execution of SGMA-Related Agreements and Related Expenditures from SGMA Fund 63 for EKI Environment and Water.

Water Policy Director Scott Petersen reported that the scope and fee for the technical review is \$49,000 and has been approved by the relevant SGMA Management Committees; however, the Authority's Procurement Policy requires this action to go to the Authority's Board of Directors, as it is a contract amendment greater than 10 percent of the underlying EKI Environment and Water contract value. Petersen answered questions from Board members throughout the presentation.

On a motion of Director Richard Santos, seconded by Director Jarrett Martin, the Board authorized Execution of SGMA-Related Agreements and Related Expenditures from SGMA Fund 63 for EKI Environment and Water. The vote on the motion was as follows:

AYES:	Lucchesi, Hansen, Pattison, Diener, Bourdeau, Barcellos, White, Jarrett Martin, Michael, Ortega, Baker, Santos, Tonascia, Febbo, Amorelli
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NAYS: None

ABSTENTIONS: None

REPORT ITEMS

9. Agenda Item 11: Presentation Regarding Central Valley Project Water Association (CVPWA) Activities.

Chief Operating Officer Pablo Arroyave introduced CVPWA Executive Director Brooke White, and provided a brief background regarding White's history with the U.S. Bureau of Reclamation. White reviewed a slide deck regarding CVPWA history and mission, membership benefits, the CVPWA Financial Affairs Committee, and 2025 Strategic Objectives and Priority Issues.

10. Agenda Item 12: Discussion Regarding Proposed Amendments to the San Luis & Delta-Mendota Water Authority Consolidated Procurement Policy.

General Counsel Rebecca Akroyd stated that staff is working on updating the Procurement Policy to allow for more flexibility for contracting for large construction projects. Staff's intent is to share a draft document with the Finance & Administration Committee and Board of Directors for their review by the end of this week or early next week for action and recommendation at the August meetings.

11. Agenda Item 13: Report on State and Federal Affairs.

Water Policy Director Scott Petersen reported that the Authority and a number of members took a trip to D.C. last month. Petersen reported that Senator Adam Schiff toured the San Luis Reservoir site. Senator Schiff staff member Kathy Mahan thanked Authority staff and members for their participation.

Petersen reviewed documents included in the packet, and provided federal updates related to nominations, changes in Senate staff, NEPA regulations/rules, the Delta Cross Channel Gates draft Environmental Assessment, LTO review, the *One Big Beautiful Bill Act*, and the status of appropriations legislation. Petersen answered questions regarding Reclamation construction authorities pursuant to the *Infrastructure Investment and Jobs Act* (IIJA). Petersen additionally provided a California legislative update. Petersen answered Board questions throughout his presentation. Dennis Cardoza and Kristin Olsen provided additional updates.

12. Agenda Item 14: Executive Director's Report.

- a. **DMC Subsidence Project Workshop** – Executive Director Federico Barajas reported that a Joint Workshop is scheduled following the Board meeting.
- b. **FY27 Budget Process** – Executive Director Federico Barajas stated that staff, in coordination with the O&M Technical Committee, has initiated the O&M budget process

for FY27.

13. Agenda Item 15: Chief Operating Officer's Report

- a. **Operations** – Chief Operating Officer Pablo Arroyave reported that staff expects to be at 5 units through the summer at Jones Pumping Plant.
- b. **Water Transfers** – Chief Operating Officer Pablo Arroyave provided an update regarding the Yuba transfers proceeding.
- c. **O'Neill Transformer Outages** – Chief Operating Officer Pablo Arroyave reported that staff will focus on first outage late September through November.
- d. **Golden Mussels** – Chief Operating Officer Pablo Arroyave reported that golden mussels are prevalent in facilities.

14. Agenda Item 16: Update on Water Operations and Forecasts

Chief Operating Officer Pablo Arroyave reported that the 90% Exceedance Forecast is included in the packet. Arroyave introduced Levi Johnson from the Central Valley Operations Office (CVO) of the Bureau of Reclamation. Johnson provided updates regarding CVP storage, operations, and the latest forecasts. Johnson answered questions throughout his presentation.

15. Agenda Item 17: Committee Reports.

- a. **Water Resources Committee** – No report.
- b. **Finance & Administration Committee** – No report.
- c. **O&M Technical Committee** – Committee Chair Chris White gave a brief report on the June 16, 2025 O&M meeting/tour.
- d. **Planning Committee** – July meeting was cancelled.

16. Agenda Item 18: Outside Agency/Organization Reports.

- a. **State and Federal Contractors Water Agency (SFCWA)** – No report.
- b. **Family Farm Alliance (FFA)** – Report included in the packet.
- c. **Farm Water Coalition (FWC)** – Report included in the packet.
- d. **Association of California Water Agencies (ACWA)** – No Report.
- e. **Water Blueprint for the San Joaquin Valley (Blueprint)** - Water Policy Director Scott Petersen reported that the Water Policy Memo from the Water Resources Committee meeting includes detailed information on Blueprint activities.
- f. **SJV CAP** – Water Policy Director Scott Petersen reported that the Water Policy Memo from the Water Resources Committee meeting includes detailed information on SJV CAP.

g. CVPWA – No Report.

Water Policy Scott Petersen briefly reviewed a report regarding the Great Valley Farm Water Partnership included in the packet.

17. **Agenda Item 19: Board Member Reports – None.**

18. **Agenda Items 20-21: Closed Session Report.**

After allowing an opportunity for public comment, Chair Cannon Michael adjourned the open session to address the items listed on the Closed Session Agenda at approximately 11:13 a.m. Upon return to open session at approximately 11:26 a.m., Chair Cannon Michael stated that no reportable actions were taken.

19. **Agenda Item 22: Adjournment.**

The meeting was adjourned at approximately 11:27 a.m.

**SAN LUIS & DELTA-MENDOTA WATER AUTHORITY JOINT SPECIAL WORKSHOP OF THE
BOARD OF DIRECTORS, WATER RESOURCES COMMITTEE, FINANCE &
ADMINISTRATION COMMITTEE, PLANNING COMMITTEE, AND OPERATIONS &
MAINTENANCE TECHNICAL COMMITTEE SPECIAL JOINT WORKSHOP MINUTES
JULY 10, 2025**

The Joint Special Workshop of the Board of Directors, Water Resources Committee, Finance & Administration Committee, Planning Committee, and Operations & Maintenance Technical Committee of the San Luis & Delta-Mendota Water Authority convened at approximately 12:15 p.m. at Hotel Mission de Oro, 13070 South Hwy 33, Santa Nella, with Chair Cannon Michael presiding.

Directors and Alternate Directors in Attendance

Division 1

Dave Weisenberger, Director
Vince Lucchesi, Alternate for Bobby Pierce
Anthea Hansen, Director
Ed Pattison, Director - Lea Emmons, Alternate

Division 2

Justin Diener, Director
Aaron Barcellos, Director
Bill Diedrich, Director

Division 3

Chris White, Alternate for Dan McCurdy
Jarrett Martin, Director
Cannon Michael, Chair/Director
Ric Ortega, Director

Division 4

Aaron Baker, Alternate for John Varela
Richard Santos, Director
Joseph Tonascia, Director - Brett Miller, Alternate

Division 5

Allison Febbo, Director
Manny Amorelli, Director

FWA Representative

Jason Phillips, FWA Representative - Johnny Amaral, FWA Representative Alternate

Water Resources Committee Members Present

Ex-Officio

Cannon Michael

Division 1

Anthea Hansen, Member

Division 2

Bill Diedrich, Member

Division 3

Chris White, Member - Ric Ortega, Alternate

Division 4

Vince Gin, Member

Division 5

Manny Amorelli, Alternate

Finance & Administration Committee Members Present

Ex-Officio

Cannon Michael

Division 1

Anthea Hansen, Chair/Member - Lea Emmons, Alternate

Division 2

Justin Diener, Member - Stephen Farmer, Alternate

Division 3

Chris White, Member - Jarrett Martin, Alternate

Division 4

Brett Miller, Member - Vince Gin, Alternate

Division 5

Manny Amorelli, Alternate

Friant Water Authority

Jason Phillips, Member - Wilson Orvis, Alternate

Planning Committee Members Present

Division 1

Anthea Hansen, Member

Division 2

Justin Diener, Chair/Member

Division 3

Chris White, Member

Division 4

Aaron Baker, Member - Ric Ortega, Alternate

Division 5

Allison Febbo, Member - Manny Amorelli, Alternate

Friant Water Authority

Jason Phillips, Member - Wilson Orvis, Alternate

O&M Technical Committee Members Present

Exchange Contractors

Chris White, Member - Jarrett Martin, Alternate

Friant Water Authority

Absent

Lower DMC Area

Jeff Bryant, Member - Patrick McGowan, Alternate

Mendota Pool Area

Absent

San Felipe Area

Aaron Baker, Member

San Luis Canal Area

Kelly Vandergon, Member

SLDMWA Technical Staff

Bob Martin, Member

Upper DMC

Absent

USBR

Absent

Authority Representatives Present

Federico Barajas, Executive Director
Pablo Arroyave, Chief Operating Officer
Rebecca Akroyd, General Counsel
Rebecca Harms, Deputy General Counsel
Scott Petersen, Water Policy Director
Ray Tarka, Director of Finance
Bob Martin, Facilities O&M Director
Jacob Bejarano, Senior Civil/Mechanical/Electrical Engineer
Landon Truesdale, Legislative/Legal Policy Clerk
Cheri Worthy, Executive Secretary
Sandi Ginda, Secretary
Stewart Davis, IT Officer
Dan Nunes, SCADA Engineer

Others in Attendance

Adam Nickels, USBR
Rain Emerson, USBR
Vincent Barbara, USBR
Babi Bhallacharyra, USBR
Kiti Campbell, Westlands Water District
Russ Freeman, Westlands Water District
Steve Stadler, San Luis Water District
Chuck Gardner, Hallmark Group
Richard Welsh, Hallmark Group
Chase Hurley, Pacheco Water District
Dana Hurley, Pacheco Water District

Adam Scheuber, Del Puerto Water District
John Wiersma, San Joaquin River Exchange Contractors
Matt Garcia, Del Puerto Water District
Tom Harder, Thomas Harder & Co./Friant Water Authority
Phin-Ching Li, GSI Environmental Inc./Friant Water Authority
Katie Duncan, Friant Water Authority
Carl Janzen, Madera Irrigation District/Friant Water Authority
Cindy Kao, Valley Water
Chris Park, CDM Smith
John Shin-Lee, Hallmark Group
Jesse Archer, Archer Civil Construction
Ben Fenters, Central California Irrigation District
Paul Garcia, Archer Civil Construction
Joe Hopkins, Provos & Prichard
John Armstrong
Chris Ellis, USBR
Josh Yurkanin, USBR

1. Call to Order/Roll Call

The meeting was called to order by Chair Cannon Michael and roll was called.

2. Board to Consider Corrections to the Agenda of Items - None.

3. Opportunity for Public Comment - None.

4. Discussion Regarding Delta-Mendota Canal Subsidence Correction Project

- a. Phase 1 Supplemental Information
- b. Phase 2 Overview
- c. Information Requests
- d. Next Steps

Executive Director Federico Barajas provided background and summarized a potential Phased approach for the DMC Subsidence Correction Project. Barajas introduced Richard Welsh from the Hallmark Group and Chris Park from CDM Smith. Welsh and Smith reviewed the PowerPoint Presentation, providing information on the various items listed on the agenda, including detailed information regarding proposed projects and estimated costs. In addition, staff and consultants reviewed information from water supply modeling. Welsh, Park, and staff answered Board and Committee member questions throughout the presentation.

Director Jarrett Martin and John Wiersma reviewed a PowerPoint presentation providing information regarding the Delta-Mendota Subbasin, which was handed out at the meeting. Martin and Wiersma answered Board and Committee member questions throughout the presentation.

Alternate Director Chris White then presented information regarding four locations along the Delta-Mendota Canal that have experienced differential elevation changes, which correspond with areas where the canal's lining was raised in 1964. White answered Board and Committee

member questions throughout the presentation.

Barajas concluded the discussion regarding the Delta-Mendota Canal Subsidence Correction Project by discussing next steps

5. **Executive Director's Report** - No report.
6. **Agenda Item 13: Adjournment** - The meeting was adjourned at approximately 2:30 p.m.



MEMO

TO: Board of Directors

FROM: Darlene Neves, Supervisor of Operational Accounting
Raymond Tarka, Director of Finance

SUBJECT: August 2025 BOD Meeting Report - Finance
Fiscal Year - March 1, 2025 through February 28, 2026

DATE: August 7, 2025

Attached are the Financial & Expenditures Reports.

San Luis & Delta-Mendota Water Authority

Receivable Activity Report (Does Not Include Water Payment Transactions)

Month Ending June 30, 2025

	MEMBERS	USBR EMERGENCY	OTHER	TOTAL RECEIVABLE
RECEIVABLE BALANCE MAY 31, 2025	\$ 1,072,994.48	\$ 94,032.05	\$ 1,201,492.45	\$ 2,368,518.98
Billings:				
Cobra - Various Employees			4,504.15	4,504.15
SJRECWA Transfers - Various Districts			5,144,348.06	5,144,348.06
State of CA Depart of Tax & Fee Admin - Diesel Fuel Refund			15.43	15.43
Volta Wells PG&E Costs - Various Districts			279.42	279.42
TOTAL BILLINGS	\$ -	\$ -	\$ 5,149,147.06	\$ 5,149,147.06
Collections:				
Cobra - Various Employees			6,866.02	6,866.02
Membership - FY26 1st Installment	78,648.50			78,648.50
SJRECWA Transfers - Various Districts			5,144,348.06	5,144,348.06
SGMA Related Expenses- Various Districts			15,274.99	15,274.99
SGMA Grant - Pumping Plant Reduction Plan			2,444.00	2,444.00
State of CA Depart of Tax & Fee Admin - Diesel Fuel Refund			1,867.43	1,867.43
TOTAL COLLECTIONS	\$ 78,648.50	\$ -	\$ 5,170,800.50	\$ 5,249,449.00
RECEIVABLE BALANCE JUNE 30, 2025	\$ 994,345.98	\$ 94,032.05	\$ 1,179,839.01	\$ 2,268,217.04

San Luis & Delta-Mendota Water Authority
SLDMWA
AR-Monthly Invoices
June 1, 2025 - June 30, 2025

Customer	Trans Type	Date	Document #	Category	Total Revenue
	Credit Memo	6/10/2025	CMWA358	MISC	(\$1,119.68)
	Customer Invoice	6/10/2025	INVWA1353	MISC	\$1,119.68
	Customer Invoice	6/10/2025	INVWA1359	MISC	\$1,119.68
	Customer Invoice	6/10/2025	INVWA1365	MISC	\$1,119.68
	Customer Invoice	6/11/2025	INVWA1466	MISC	\$48.54
	Customer Invoice	6/11/2025	INVWA1468	MISC	\$2,216.25
0265 St of CA Depart of Tax & Fee Admin	Customer Invoice	6/10/2025	INVWA1474	MISC	\$15.43
DPWD-MISC Del Puerto Water District	Customer Invoice	6/21/2025	INVWA1486	MISC	(\$13.79)
DPWD-MISC Del Puerto Water District	Customer Invoice	6/21/2025	INVWA1486	MISC	\$45.87
DPWD-MISC Del Puerto Water District	Customer Invoice	6/21/2025	INVWA1486	MISC	\$107.63
SLWD-MISC San Luis Water District	Customer Invoice	6/21/2025	INVWA1487	MISC	(\$13.79)
SLWD-MISC San Luis Water District	Customer Invoice	6/21/2025	INVWA1487	MISC	\$107.63
SLWD-MISC San Luis Water District	Customer Invoice	6/21/2025	INVWA1487	MISC	\$45.87
EFWD-MISC Eagle Field Water District	Customer Invoice	6/11/2025	MH381	MISC	\$19,356.13
WWD-MISC Westlands Water District	Customer Invoice	6/11/2025	MH382	MISC	\$5,124,991.93
Total					\$5,149,147.06

San Luis & Delta-Mendota Water Authority
SLDMWA
A/R Aging Summary-Sorted by Category
As of June 30, 2025

ID	Customer	Current	(30)	(60)	(90)	(>90)	Category	Total
CAMP-MEMB	CAMP-MEMB Camp 13 Drainage District	\$0.00	\$0.00	\$0.00	\$0.00	\$57,818.00	MEMBERSHIP	\$57,818.00
FARMERS WD-MEMBER	FARMERS WD-MEMBER Farmers Water District	\$0.00	\$0.00	\$0.00	\$0.00	\$210,677.50	MEMBERSHIP	\$210,677.50
FRESNO CO-MEMB	FRESNO CO-MEMB Fresno County	\$0.00	\$0.00	\$0.00	\$0.00	\$91,162.00	MEMBERSHIP	\$91,162.00
JID-MEMB	JID-MEMB James Irrigation District	\$0.00	\$0.00	\$0.00	\$0.00	\$30,809.50	MEMBERSHIP	\$30,809.50
PDD-MEMB	PDD-MEMB Panoche Drainage District	\$0.00	\$0.00	\$0.00	\$0.00	\$156,726.00	MEMBERSHIP	\$156,726.00
PWD-MEMB	PWD-MEMB Pacheco Water District	\$0.00	\$0.00	\$0.00	\$0.00	(\$0.01)	MEMBERSHIP	(\$0.01)
SLWD-MEMB	SLWD-MEMB San Luis Water District	\$0.00	\$0.00	\$0.00	\$0.00	(\$10.00)	MEMBERSHIP	(\$10.00)
WWD-MEMB	WWD-MEMB Westlands Water District	\$0.00	\$0.00	\$0.00	\$0.00	\$447,162.99	MEMBERSHIP	\$447,162.99
0265	0265 St of CA Depart of Tax & Fee Admin	\$0.00	\$2,022.00	\$0.00	\$0.00	\$0.00	MISC	\$2,022.00
		\$0.00	\$0.00	\$0.00	\$0.00	\$114.98	MISC	\$114.98
0299	0299 IronPlanet, Inc.	\$0.00	\$0.00	\$0.00	\$0.00	\$50,115.00	MISC	\$50,115.00
		\$0.00	\$0.00	\$1,119.68	\$0.00	\$0.00	MISC	\$1,119.68
		\$0.00	\$0.00	(\$145.62)	\$0.00	\$0.00	MISC	(\$145.62)
CCWD-MISC	CCWD-MISC Contra Costa Water District	\$0.00	\$0.00	\$0.00	\$11,364.00	\$0.00	MISC	\$11,364.00
DPWD-MISC	DPWD-MISC Del Puerto Water District	\$0.00	\$139.71	\$0.00	\$0.00	\$0.00	MISC	\$139.71
DWR	DWR Department of Water Resources	\$0.00	\$0.00	\$0.00	\$0.00	\$1,006,804.30	MISC	\$1,006,804.30
EBMUD-MISC	EBMUD-MISC East Bay Municipal Utility District	\$0.00	\$0.00	\$0.00	\$0.00	\$11,364.00	MISC	\$11,364.00
EFWD-MISC	EFWD-MISC Eagle Field Water District	\$0.00	\$0.00	\$0.00	\$239.46	\$0.00	MISC	\$239.46
GWD-MISC	GWD-MISC Grassland Water District	\$0.00	\$0.00	\$0.00	\$0.00	\$6,224.73	MISC	\$6,224.73
MSWD-MISC	MSWD-MISC Mercy Springs Water Distirct	\$0.00	\$0.00	\$0.00	\$149.57	\$235.04	MISC	\$384.61
PANOCH-MISC	PANOCH-MISC Panoche Water District	\$0.00	\$0.00	\$0.00	\$4,946.98	\$0.00	MISC	\$4,946.98
PATT CITY MISC	PATT CITY MISC City of Patterson	\$0.00	\$0.00	\$0.00	\$0.00	\$10,797.47	MISC	\$10,797.47
PID-MISC	PID-MISC Patterson Irrigation District	\$0.00	\$0.00	\$0.00	\$723.89	\$0.00	MISC	\$723.89
PWD-MISC	PWD-MISC Pacheco Water District	\$0.00	\$0.00	\$0.00	\$530.49	\$0.00	MISC	\$530.49
SBCWD-MISC	SBCWD-MISC San Benito County Water District	\$0.00	\$0.00	\$0.00	\$1,870.90	\$0.00	MISC	\$1,870.90
SLWD-MISC	SLWD-MISC San Luis Water District	\$0.00	\$139.71	\$0.00	\$6,348.50	\$0.00	MISC	\$6,488.21
VALLEY-MISC	VALLEY-MISC Valley Water	\$0.00	\$0.00	\$0.00	\$1,824.32	\$0.00	MISC	\$1,824.32
WWD-MISC	WWD-MISC Westlands Water District	\$0.00	\$0.00	\$0.00	\$0.00	\$62,909.90	MISC	\$62,909.90
USBR-SERVICES	USBR-SERVICES U.S. Bureau of Reclamation	\$0.00	\$0.00	\$0.00	\$0.00	\$94,032.05	USBR-SERVICES	\$94,032.05
Total		\$0.00	\$2,301.42	\$974.06	\$27,998.11	\$2,236,943.45		\$2,268,217.04

San Luis & Delta-Mendota Water Authority
SLDMWA
A/R Payment History by Month
June 1, 2025 - June 30, 2025

Transaction	Type	Date	Payment	Check #	Amount
	Payment	6/3/2025	Check	4281	\$2,216.25
					\$2,216.25
	Payment	6/3/2025	Check	2326	\$1,119.68
					\$1,119.68
Payment #PYMTWA2707 - MERCED CO - MISC Merced County					
	Payment	6/9/2025	Check	1565066	\$2,444.00
Amount Unapplied - Payment #PYMTWA2707 - MERCED CO - MISC Merced County					\$2,444.00
Payment #PYMTWA2708 - MERCED CO - MISC Merced County					
	Payment	6/9/2025	Check	1565067	\$7,604.65
Amount Unapplied - Payment #PYMTWA2708 - MERCED CO - MISC Merced County					\$7,604.65
Payment #PYMTWA2709 - PDD-MEMB Panoche Drainage District					
	Payment	6/13/2025	Check	Wire	\$52,243.00
Amount Unapplied - Payment #PYMTWA2709 - PDD-MEMB Panoche Drainage District					\$52,243.00
	Payment	6/17/2025	Check	1525	\$194.16
					\$194.16
Payment #PYMTWA2711 - WWD-MISC Westlands Water District					
	Payment	6/23/2025	Check	55289	\$5,124,991.93
Amount Unapplied - Payment #PYMTWA2711 - WWD-MISC Westlands Water District					\$5,124,991.93
Payment #PYMTWA2712 - MERCED CO-MEMB Merced County					
	Payment	6/23/2025	Check	1570753	\$6,113.98
Amount Unapplied - Payment #PYMTWA2712 - MERCED CO-MEMB Merced County					\$6,113.98
	Payment	6/23/2025	Check	1106	\$1,119.68
					\$1,119.68
Payment #PYMTWA2714 - EFWD-MISC Eagle Field Water District					
	Payment	6/23/2025	Check	3538	\$19,356.13
Amount Unapplied - Payment #PYMTWA2714 - EFWD-MISC Eagle Field Water District					\$19,356.13
Payment #PYMTWA2727 - 0265 St of CA Depart of Tax & Fee Admir					
	Payment	6/23/2025	Check	60-226916	\$1,867.43
Amount Unapplied - Payment #PYMTWA2727 - 0265 St of CA Depart of Tax & Fee Admir					\$1,867.43
	Payment	6/24/2025	Check	4280	\$2,216.25
					\$2,216.25
Payment #PYMTWA2716 - STAN CO-MEMB Stanislaus County					
	Payment	6/26/2025	Check	991046850	\$20,291.52
Amount Unapplied - Payment #PYMTWA2716 - STAN CO-MEMB Stanislaus County					\$20,291.52
Payment #PYMTWA2717 - STANIS CO MISC Stanislaus County					
	Payment	6/26/2025	Check	991046851	\$7,670.34
Amount Unapplied - Payment #PYMTWA2717 - STANIS CO MISC Stanislaus County					\$7,670.34
Amount Unapplied					\$5,249,449.00

San Luis & Delta-Mendota Water Authority
Cash Activity Detail Report - Operational
For Month Ending June 30, 2025

	Daily Interest Rates: Type of Account: Account #:	Cash on Hand	0.00% CVCB Checking	0.00% CVCB Payroll	0.95% CVCB Transactional	0.89% CVCB Emergency Reserve	4.40% CVCB Money Mkt	4.31% Cal Trust 2510 Short Term 201	3.97% Cal Trust 2510 Medium Term 202	4.36% Cal Trust 2510 Liquidity 203	4.27% LAIF 4-006	Petty Cash	Total
			0471	0489	0463	4858	8343						
	Cash Balance as of 05/30/2025	0.00	(151,452.94)	5,000.00	2,430,150.16	2,190,670.07	4,207,478.31	571,843.86	523,633.50	19,307,794.40	68,159.94	1,000.00	29,154,277.30
Date	Receipts - Remote Deposit												
06/03/25	Deposits	0.00	0.00	0.00	2,216.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,216.25
06/03/25	Deposits	0.00	0.00	0.00	19,330.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00	19,330.70
06/09/25	Deposits	0.00	0.00	0.00	500,992.41	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500,992.41
06/16/25	Deposits	0.00	0.00	0.00	920,563.91	0.00	0.00	0.00	0.00	0.00	0.00	0.00	920,563.91
06/17/25	Deposits	0.00	0.00	0.00	154,815.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	154,815.10
06/23/25	Deposits	0.00	0.00	0.00	5,165,186.71	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,165,186.71
06/24/25	Deposits	0.00	0.00	0.00	2,216.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,216.25
06/25/25	Deposits	0.00	0.00	0.00	54,417.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	54,417.00
06/26/25	Deposits	0.00	0.00	0.00	95,282.51	0.00	0.00	0.00	0.00	0.00	0.00	0.00	95,282.51
06/30/25	Deposits	0.00	0.00	0.00	8,840.09	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8,840.09
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	6,923,860.93	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6,923,860.93
Date	Receipts - Wires & ACH												
06/04/25	Bureau of Reclamation	0.00	0.00	0.00	206,073.59	0.00	0.00	0.00	0.00	0.00	0.00	0.00	206,073.59
06/09/25	San Benito County Water District	0.00	0.00	0.00	99,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	99,000.00
06/13/25	Panoche Water District	0.00	0.00	0.00	374,615.24	0.00	0.00	0.00	0.00	0.00	0.00	0.00	374,615.24
06/13/25	Panoche Drainage District	0.00	0.00	0.00	52,243.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	52,243.00
06/16/25	Friant Water Authority	0.00	0.00	0.00	3,909,568.84	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,909,568.84
06/16/25	San Luis Water District	0.00	0.00	0.00	747,748.78	0.00	0.00	0.00	0.00	0.00	0.00	0.00	747,748.78
06/16/25	Westlands Water District	0.00	0.00	0.00	10,974,721.22	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10,974,721.22
06/20/25	Byron Bethany Irrigation District	0.00	0.00	0.00	22,317.57	0.00	0.00	0.00	0.00	0.00	0.00	0.00	22,317.57
06/27/25	Bureau of Reclamation-Refuge	0.00	0.00	0.00	212,755.14	0.00	0.00	0.00	0.00	0.00	0.00	0.00	212,755.14
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	16,599,043.38	0.00	0.00	0.00	0.00	0.00	0.00	0.00	16,599,043.38
Date	To/From Operational / DHCCP												
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Date	To/From Grant Funds-Trans												
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Date	Checks Written												
06/05/25	Accounts Payable	0.00	(263,309.00)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(263,309.00)
06/11/25	Accounts Payable	0.00	(734,373.21)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(734,373.21)
06/19/25	Accounts Payable	0.00	(689,905.83)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(689,905.83)
06/13/25	Check#10139	0.00	0.00	(1,204.08)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(1,204.08)
06/25/25	Accounts Payable	0.00	(5,207,314.35)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(5,207,314.35)
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	(6,894,902.39)	(1,204.08)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(6,896,106.47)
Date	ACH Payments												
06/12/25	Net Suite Funding	0.00	0.00	(80.00)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(80.00)
06/12/25	Shepherd OU	0.00	(4,500.00)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(4,500.00)
06/13/25	EE Assoc 5/24/25-6/6/25	0.00	(435.00)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(435.00)
06/13/25	ICMA 5/24/25-6/6/25	0.00	(107,128.33)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(107,128.33)
06/27/25	ICMA 6/7/25-6/20/25	0.00	(108,454.69)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(108,454.69)
06/27/25	EE Assoc 6/7/25-6/20/25	0.00	(440.00)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(440.00)
06/26/25	Visa Payments	0.00	(26,788.05)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(26,788.05)
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	(247,746.07)	(80.00)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(247,826.07)
Date	Transfers												
06/11/25	Transfer Funding for Check & Wire Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
06/11/25	Transfer Funding for Check & Wire Fees	0.00	0.00	1,284.08	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(1,284.08)
06/18/25	Transfer to Higher Interest Bearing Account	0.00	0.00	0.00	(9,000,000.00)	0.00	9,000,000.00	0.00	0.00	0.00	0.00	0.00	0.00
06/18/25	Transfer Funds for Investments	0.00	0.00	0.00	(8,000,000.00)	0.00	0.00	0.00	0.00	8,000,000.00	0.00	0.00	0.00
06/26/25	Funding for Accounts Payable	0.00	0.00	0.00	4,600,000.00	0.00	(4,600,000.00)	0.00	0.00	0.00	0.00	0.00	0.00
06/30/25	Transfer to cover PUE Wire	0.00	0.00	0.00	2,300,000.00	0.00	(2,300,000.00)	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0	

San Luis & Delta-Mendota Water Authority
Cash Activity Detail Report - Operational
For Month Ending June 30, 2025

Daily Interest Rates: Type of Account: Account #:		Cash on Hand	0.00% CVCB Checking 0471	0.00% CVCB Payroll 0489	0.95% CVCB Transactional 0463	0.89% CVCB Emergency Reserve 4858	4.40% CVCB Money Mkt 8343	4.31% Cal Trust 2510 Short Term 201	3.97% Cal Trust 2510 Medium Term 202	4.36% Cal Trust 2510 Liquidity 203	4.27% LAIF 4-006	Petty Cash	Total
Cash Balance as of 05/30/2025		0.00	(151,452.94)	5,000.00	2,430,150.16	2,190,670.07	4,207,478.31	571,843.86	523,633.50	19,307,794.40	68,159.94	1,000.00	29,154,277.30
Date	Wire Payments	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
06/02/25	Cal Trust Solar Interest-Incoming	0.00	0.00	0.00	67.79	0.00	0.00	0.00	0.00	0.00	0.00	0.00	67.79
06/03/25	Cal Trust Solar Interest-Outgoing	0.00	0.00	0.00	(67.79)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(67.79)
06/11/25	Funding for 6/13/25 Payroll & Taxes	0.00	0.00	0.00	(442,099.92)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(442,099.92)
06/25/25	Funding for 6/25/25 Payroll & Taxes	0.00	0.00	0.00	(438,602.84)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(438,602.84)
06/27/25	BOR Mid Pacific Region	0.00	0.00	0.00	(4,627,326.36)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(4,627,326.36)
06/30/25	Mid Pacific-JPP Power	0.00	0.00	0.00	(2,300,000.00)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(2,300,000.00)
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Date	CVCB Sweep Checking/Trans Muni	0.00	0.00	0.00	(7,808,029.12)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(7,808,029.12)
06/02/25	Sweep from Transaction Account	0.00	10,076.01	0.00	(10,076.01)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
06/03/25	Sweep from Transaction Account	0.00	79,129.39	0.00	(79,129.39)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
06/04/25	Sweep from Transaction Account	0.00	20,916.87	0.00	(20,916.87)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
06/05/25	Sweep from Transaction Account	0.00	1,315.00	0.00	(1,315.00)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
06/06/25	Sweep from Transaction Account	0.00	1,243.09	0.00	(1,243.09)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
06/10/25	Sweep from Transaction Account	0.00	25,185.32	0.00	(25,185.32)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
06/11/25	Sweep from Transaction Account	0.00	29,847.10	0.00	(29,847.10)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
06/12/25	Sweep from Transaction Account	0.00	11,020.90	0.00	(11,020.90)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
06/13/25	Sweep from Transaction Account	0.00	122,955.88	0.00	(122,955.88)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
06/16/25	Sweep from Transaction Account	0.00	224,427.96	0.00	(224,427.96)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
06/17/25	Sweep from Transaction Account	0.00	385,039.05	0.00	(385,039.05)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
06/18/25	Sweep from Transaction Account	0.00	119,065.11	0.00	(119,065.11)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
06/20/25	Sweep from Transaction Account	0.00	34,778.33	0.00	(34,778.33)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
06/23/25	Sweep from Transaction Account	0.00	7,890.94	0.00	(7,890.94)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
06/24/25	Sweep from Transaction Account	0.00	410,230.92	0.00	(410,230.92)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
06/25/25	Sweep from Transaction Account	0.00	127,091.65	0.00	(127,091.65)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
06/26/25	Sweep from Transaction Account	0.00	179,348.99	0.00	(179,348.99)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
06/27/25	Sweep from Transaction Account	0.00	166,570.14	0.00	(166,570.14)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
06/30/25	Sweep from Transaction Account	0.00	8,080.91	0.00	(8,080.91)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	1,964,213.56	0.00	(1,964,213.56)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Date	Bank Fee/Bank Error/Adjustments												
06/30/25	Change in Share Price	0.00	0.00	0.00	0.00	0.00	0.00	568.43	2,124.28	0.00	0.00	0.00	2,692.71
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Date	Interest Earned												
06/02/25	Interest Earned from May 2025	0.00	0.00	0.00	1,171.81	431.99	0.00	0.00	0.00	0.00	0.00	0.00	1,603.80
06/30/25	Interest Earned from June 2025	0.00	0.00	0.00	2,590.57	1,209.59	26,229.81	2,093.93	1,787.64	79,775.73	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	3,762.38	1,641.58	26,229.81	2,093.93	1,787.64	79,775.73	0.00	0.00	115,291.07
Cash Balance as of 6/30/2025		0.00	(5,329,887.84)	5,000.00	6,083,290.09	2,192,311.65	6,333,708.12	574,506.22	527,545.42	27,387,570.13	68,159.94	1,000.00	37,843,203.73

Note: Daily Interest Rates are through 06/30/2025

San Luis & Delta-Mendota Water Authority
Grant and USBR Funds Cash Activity Detail Report
For Month Ending June 30, 2025

		CVCB Checking Grants	CVCB Checking DMC Subsidence Correction Funding	CVCB Checking USBR Rewind	CVCB Checking IRWM P1R1	CalTrust Solar Over Canal	Total
Account #:		*8778	*1787	*8751	*0659	0200	
Cash Balance as of 05/30/2025		0.00	0.00	0.00	0.00	21,669.80	0.00
Date	Receipts - Remote Deposit						
		0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00
Date	Receipts - Wires & ACH						
		0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00
Date	Checks Written						
		0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00
Date	Wires In from						
06/03/25	Cal Trust Solar Interest	0.00	0.00	0.00	0.00	67.79	0.00
06/30/25	Interest Earned	0.00	0.00	0.00	0.00	77.97	0.00
		0.00	0.00	0.00	0.00	145.76	0.00
Date	Wires Out						
		0.00	0.00	0.00	0.00	0.00	0.00
Date	Interest Earned						
		0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00
Date	Reversal of Annual Fee						
		0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00
Date	Bank Fee/Bank Error/Adjustments						
		0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00
Cash Balance as of 6/30/2025		0.00	0.00	0.00	0.00	21,815.56	21,815.56

*Non-Interest Bearing Account

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San Luis & Delta-Mendota Water Authority
Cash Activity Detail Report - JPP Unit Rewinds Bond 2021A
For Month Ending June 30, 2025

Account Information:		CVCB Bond 2021A	US Bank Bond 2021A	Total
Cash Balance as of 05/30/2025		0.00	461,469.64	461,469.64
Date	Payment Receipts			
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
Date	To/From CAR - Operational			
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
Date	Reversal of Annual Fee			
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
Date	Interest Earned / Adjustments			
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
Cash Balance as of 6/30/2025		0.00	461,469.64	461,469.64

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07/31/25

San Luis & Delta-Mendota Water Authority
SLDMWA
A/P Register
June 1, 2025 - June 30, 2025

Account Type	Date	Document	Vendor	Paid
ACCOUNTS PAYABLE				
Vendor Bill Payment	6/5/2025	42826	25844 APEX POWER, ELECTRICAL SUPPLY AND SOLUTIC	\$148.22
Vendor Bill Payment	6/5/2025	42827	1269 AT&T 831-001-0448 912	\$995.00
Vendor Bill Payment	6/5/2025	42828	25836-EMPLOYEE	\$306.00
Vendor Bill Payment	6/5/2025	42829	1654 BOBCAT CENTRAL INC.	\$426.40
Vendor Bill Payment	6/5/2025	42830	2217 C.A. SHORT COMPANY, INC	\$735.15
Vendor Bill Payment	6/5/2025	42831	2294 CABELA'S LLC / BASS PRO SHOPS LLC	\$147.12
Vendor Bill Payment	6/5/2025	42832	2445 CABLE & WIRELESS TECHNOLOGIES INC.	\$430.69
Vendor Bill Payment	6/5/2025	42833	2420 CALIFORNIA STATE DISBURSEMENT UNIT	\$372.46
Vendor Bill Payment	6/5/2025	42834	2362 CALTRONICS BUSINESS SYSTEMS	\$30.00
Vendor Bill Payment	6/5/2025	42835	25842 CENTRAL VALLEY HARDWARE COMPANY	\$3,035.65
Vendor Bill Payment	6/5/2025	42836	25704 CITRIN COOPERMAN ADVISORS LLC	\$3,600.00
Vendor Bill Payment	6/5/2025	42837	2105 COUNTY OF STANISLAUS / Fink Road Landfill	\$205.65
Vendor Bill Payment	6/5/2025	42838	25848-EMPLOYEE	\$306.00
Vendor Bill Payment	6/5/2025	42839	8057-EMPLOYEE	\$60.00
Vendor Bill Payment	6/5/2025	42840	2555 DON'S MOBILE GLASS INC.	\$75.00
Vendor Bill Payment	6/5/2025	42841	3604 FIRESTONE COMPLETE AUTO CARE	\$329.90
Vendor Bill Payment	6/5/2025	42842	25550 GILTON SOLID WASTE MANAGEMENT INC. / LBFO	\$88.85
Vendor Bill Payment	6/5/2025	42843	4610 H.T. HARVEY & ASSOCIATES	\$20,116.22
Vendor Bill Payment	6/5/2025	42844	4544 HACH COMPANY	\$269.11
Vendor Bill Payment	6/5/2025	42845	25626 HALLMARK GROUP	\$86,195.76
Vendor Bill Payment	6/5/2025	42846	4531 HIXCO	\$1,755.46
Vendor Bill Payment	6/5/2025	42847	4569 HOFFMAN SECURITY	\$120.00
Vendor Bill Payment	6/5/2025	42848	4528 HOME DEPOT CREDIT SERVICES	\$2,163.37
Vendor Bill Payment	6/5/2025	42849	11547 INTERSTATE TRUCK CENTER	\$478.73
Vendor Bill Payment	6/5/2025	42850	6049 KAHN, SOARES & CONWAY, LLP	\$130.83
Vendor Bill Payment	6/5/2025	42851	6071 KELLOGG'S SUPPLY	\$476.20
Vendor Bill Payment	6/5/2025	42852	6026 KRONICK, MOSKOVITZ, TIEDEMANN & GIRARD	\$4,075.70
Vendor Bill Payment	6/5/2025	42853	25518 LOS BANOS PROPERTY MANAGEMENT SERVICES	\$9,009.95
Vendor Bill Payment	6/5/2025	42854	6801 LUHDORFF & SCALMANINI CONSULTING ENGINEER	\$5,526.00
Vendor Bill Payment	6/5/2025	42855	7008 MARFAB INC.	\$253.08
Vendor Bill Payment	6/5/2025	42856	10262 MATRIX SCIENCES INTERNATIONAL INC./SOUTH D	\$8,397.00
Vendor Bill Payment	6/5/2025	42857	7009 MERCED COUNTY REG. WASTE MGMT AUTHORITY	\$118.00
Vendor Bill Payment	6/5/2025	42858	7182 MERCED TRUCK & TRAILER, INC.	\$1,397.24
Vendor Bill Payment	6/5/2025	42859	7027 MODESTO WELDING PRODUCTS INC.	\$284.87
Vendor Bill Payment	6/5/2025	42860	25803 NV5 CONSULTANTS, INC.	\$9,898.75
Vendor Bill Payment	6/5/2025	42861	8595 PACIFIC ECO-RISK LAB. INC.	\$5,499.77
Vendor Bill Payment	6/5/2025	42862	7005 PACIFIC VALLEY COFFEE	\$221.60
Vendor Bill Payment	6/5/2025	42863	8612 QUINCY COMPRESSOR LLC	\$406.66
Vendor Bill Payment	6/5/2025	42864	25794 RAMOS OIL COMPANY	\$5,637.53
Vendor Bill Payment	6/5/2025	42865	25754 RAZZARI FORD	\$1,439.66
Vendor Bill Payment	6/5/2025	42866	6805 RELX INC. DBA LEXISNEXIS	\$242.00
Vendor Bill Payment	6/5/2025	42867	25839 ROTO ROOTER SERVICES COMPANY	\$1,402.92
Vendor Bill Payment	6/5/2025	42868	25759 SAN FRANCISCO CHRONICLE	\$109.00
Vendor Bill Payment	6/5/2025	42869	10069 SUMMERS ENGINEERING, INC.	\$34,898.27
Vendor Bill Payment	6/5/2025	42870	25548 TERRACON CONSULTANTS, INC.	\$43,303.00
Vendor Bill Payment	6/5/2025	42871	10601 TURLOCK IRRIGATION DISTRICT	\$153.75
Vendor Bill Payment	6/5/2025	42872	12111 WARDEN'S	\$934.88
Vendor Bill Payment	6/5/2025	42873	4122 WILLIAM R. GRAY & CO./DBA Gray-Bowen-Scott	\$6,901.60
Vendor Bill Payment	6/5/2025	42874	25656 ZOLEO USA INC.	\$200.00
Vendor Bill Payment	6/11/2025	42875	1041 ACWA/JPIA - Insurance Premiums	\$241,059.03
Vendor Bill Payment	6/11/2025	42876	25716 AMAZON CAPITAL SERVICES, INC.	\$1,973.66
Vendor Bill Payment	6/11/2025	42877	25844 APEX POWER, ELECTRICAL SUPPLY AND SOLUTIC	\$413.44
Vendor Bill Payment	6/11/2025	42878	5503 ARCTIC GLACIER USA, INC. / LOS BANOS 96103091	\$317.50
Vendor Bill Payment	6/11/2025	42879	25555 ARCTIC GLACIER USA, INC. / TRACY 96103092	\$250.00
Vendor Bill Payment	6/11/2025	42880	25766 AVO MULTI-AMP CORP. dba MEGGER	\$8,134.51
Vendor Bill Payment	6/11/2025	42881	1677 BURLINGTON SAFETY LABORATORY INC.	\$315.00
Vendor Bill Payment	6/11/2025	42882	2332 CALIFORNIA FARM WATER COALITION	\$86,300.00
Vendor Bill Payment	6/11/2025	42883	25568 CALIFORNIA STRATEGIES & ADVOCACY, LLC	\$18,750.00
Vendor Bill Payment	6/11/2025	42884	2407 CDM SMITH INC.	\$82,702.54
Vendor Bill Payment	6/11/2025	42885	2250 CDW GOVERNMENT	\$4,421.06

Vendor Bill Payment	6/11/2025	42886	25572-EMPLOYEE	\$200.00
Vendor Bill Payment	6/11/2025	42887	2631 D8A COMMUNICATION TECHNOLOGIES	\$853.00
Vendor Bill Payment	6/11/2025	42888	25665 DELTA DISPOSAL SERVICE, INC - 3354600	\$1,261.10
Vendor Bill Payment	6/11/2025	42889	2639 DHR HYDRO SERVICES INC.	\$34,654.00
Vendor Bill Payment	6/11/2025	42890	2508 DIAMOND TRUCK BODY MFG. CO. INC.	\$33,141.45
Vendor Bill Payment	6/11/2025	42891	2611 DIEPENBROCK ELKIN	\$6,126.31
Vendor Bill Payment	6/11/2025	42892	2527 DOBLE ENGINEERING CO.	\$7,957.50
Vendor Bill Payment	6/11/2025	42893	3037 E&M ELECTRIC & MACHINERY, INC. dba AVEVA Sele	\$1,565.43
Vendor Bill Payment	6/11/2025	42894	25689 EMERALD LANDSCAPE COMPANY, INC.	\$1,678.00
Vendor Bill Payment	6/11/2025	42895	3597 FOLEY & LARDNER LLP	\$32,000.00
Vendor Bill Payment	6/11/2025	42896	25831 GANNETT FLEMING, INC.	\$8,295.50
Vendor Bill Payment	6/11/2025	42897	4004 GILTON SOLID WASTE MANAGEMENT INC. / O'Neill	\$117.90
Vendor Bill Payment	6/11/2025	42898	4013 GLOBAL EQUIPMENT COMPANY INC./GLOBAL INDU	\$78.21
Vendor Bill Payment	6/11/2025	42899	12019 GRAINGER INC.	\$1,486.23
Vendor Bill Payment	6/11/2025	42900	25626 HALLMARK GROUP	\$34,347.50
Vendor Bill Payment	6/11/2025	42901	11547 INTERSTATE TRUCK CENTER	\$197.87
Vendor Bill Payment	6/11/2025	42902	25574 JG NURSERIES, LLC	\$580.37
Vendor Bill Payment	6/11/2025	42903	25723 JOE HASSAN'S INC.	\$762.38
Vendor Bill Payment	6/11/2025	42904	6049 KAHN, SOARES & CONWAY, LLP	\$540.31
Vendor Bill Payment	6/11/2025	42905	6026 KRONICK, MOSKOVITZ, TIEDEMANN & GIRARD	\$83,159.74
Vendor Bill Payment	6/11/2025	42906	25854-EMPLOYEE	\$352.80
Vendor Bill Payment	6/11/2025	42907	7148 MCCROMETER, INC.	\$7,373.23
Vendor Bill Payment	6/11/2025	42908	7030 MCMASTER-CARR	\$269.30
Vendor Bill Payment	6/11/2025	42909	7029 MOTION INDUSTRIES, INC.	\$434.67
Vendor Bill Payment	6/11/2025	42910	25769 N & S TRACTOR	\$275.70
Vendor Bill Payment	6/11/2025	42911	25547 O'REILLY / LOS BANOS 1068974	\$1,971.59
Vendor Bill Payment	6/11/2025	42912	8511 PG&E 7262165466-3	\$5,554.68
Vendor Bill Payment	6/11/2025	42913	15074 PLATT	\$1,730.84
Vendor Bill Payment	6/11/2025	42914	15036 PORT OF STOCKTON	\$12,500.00
Vendor Bill Payment	6/11/2025	42915	25847 PRIMO BRANDS / OPP	\$89.91
Vendor Bill Payment	6/11/2025	42916	25814 RAT INCORPORATED	\$220.00
Vendor Bill Payment	6/11/2025	42917	25638-EMPLOYEE	\$733.60
Vendor Bill Payment	6/11/2025	42918	25751-EMPLOYEE	\$101.50
Vendor Bill Payment	6/11/2025	42919	25837 RONALD MILLIGAN	\$2,160.00
Vendor Bill Payment	6/11/2025	42920	10274 SC FUELS	\$1,047.27
Vendor Bill Payment	6/11/2025	42921	10325 SHRED-IT, C/O STERICYCLE, INC.	\$311.60
Vendor Bill Payment	6/11/2025	42922	10119 SNAP-ON INDUSTRIAL	\$671.70
Vendor Bill Payment	6/11/2025	42923	25706 SOUTHERN TIRE MART, LLC	\$164.62
Vendor Bill Payment	6/11/2025	42924	25779 ULTEIG OPERATIONS, LLC	\$4,109.90
Vendor Bill Payment	6/11/2025	42925	25521 UNWIRED BROADBAND INC. A00019063	\$249.98
Vendor Bill Payment	6/11/2025	42926	12057 WINDECKER. INC.	\$88.57
Vendor Bill Payment	6/11/2025	42927	13605 ZORO TOOLS, INC.	\$322.21
Vendor Bill Payment	6/12/2025	26086	10327 SHEPHERD OU	\$4,500.00
Vendor Bill Payment	6/13/2025	26087	25536 SLDMWA EE ASSOCIATION	\$435.00
Vendor Bill Payment	6/13/2025	26088	5004 ICMA RETIREMENT TRUST	\$107,128.33
Vendor Bill Payment	6/19/2025	42928	25687 AAA WORKSPACE	\$43.12
Vendor Bill Payment	6/19/2025	42929	1141 AFLAC	\$1,110.93
Vendor Bill Payment	6/19/2025	42930	25700 AGILE OCCUPATIONAL MEDICINE	\$125.00
Vendor Bill Payment	6/19/2025	42931	1154 AIRGAS, INC.	\$2,353.58
Vendor Bill Payment	6/19/2025	42932	25716 AMAZON CAPITAL SERVICES, INC.	\$1,971.31
Vendor Bill Payment	6/19/2025	42933	1098 ASBURY ENVIRONMENTAL SERVICES DBA WORLD	\$153.00
Vendor Bill Payment	6/19/2025	42934	10195 AT&T 960 758 3850 555 7	\$1,394.22
Vendor Bill Payment	6/19/2025	42935	10196 AT&T LONG DISTANCE BAN:806492911	\$2.05
Vendor Bill Payment	6/19/2025	42936	25615 AT&T MOBILITY 287314028407	\$2,889.48
Vendor Bill Payment	6/19/2025	42937	1667 BLANKINSHIP, A BOWMAN COMPANY	\$1,872.01
Vendor Bill Payment	6/19/2025	42938	25508 C.H.W ENTERPRISES INC./dba INTEGRATED POWI	\$3,587.52
Vendor Bill Payment	6/19/2025	42939	2420 CALIFORNIA STATE DISBURSEMENT UNIT	\$372.46
Vendor Bill Payment	6/19/2025	42940	2362 CALTRONICS BUSINESS SYSTEMS	\$1,242.07
Vendor Bill Payment	6/19/2025	42941	2250 CDW GOVERNMENT	\$2,319.14
Vendor Bill Payment	6/19/2025	42942	25505 CENCAL AUTO & TRUCK PARTS INC / NAPA	\$43.68
Vendor Bill Payment	6/19/2025	42943	25573 CENCAL MACHINE & FABRICATION, INC.	\$309.72
Vendor Bill Payment	6/19/2025	42944	25704 CITRIN COOPERMAN ADVISORS LLC	\$3,480.00
Vendor Bill Payment	6/19/2025	42945	25849 CLEAN AIR PCI, LLC dba FUME DOG	\$4,928.00
Vendor Bill Payment	6/19/2025	42946	2267 COKER PUMP & EQUIPMENT COMPANY	\$1,292.55
Vendor Bill Payment	6/19/2025	42947	2248 CPUTREND	\$660.00
Vendor Bill Payment	6/19/2025	42948	2368 CRAMER FISH SCIENCES	\$697.87
Vendor Bill Payment	6/19/2025	42949	2519 DELTA DISPOSAL SERVICE - 3354700	\$867.76
Vendor Bill Payment	6/19/2025	42950	25665 DELTA DISPOSAL SERVICE, INC - 3354600	\$1,885.00
Vendor Bill Payment	6/19/2025	42951	25841 DENNIS D MURPHY	\$28,860.00

Vendor Bill Payment	6/19/2025	42952	2639 DHR HYDRO SERVICES INC.	\$18,775.00
Vendor Bill Payment	6/19/2025	42953	2621 DISCOUNT AG PARTS, INC.	\$754.78
Vendor Bill Payment	6/19/2025	42954	25768 DRYCO CONSTRUCTION, INC.	\$377,920.45
Vendor Bill Payment	6/19/2025	42955	3037 E&M ELECTRIC & MACHINERY, INC. dba AVEVA Sele	\$2,425.00
Vendor Bill Payment	6/19/2025	42956	3075 EVOQUA WATER TECHNOLOGIES LLC, A Xylem Brar	\$490.62
Vendor Bill Payment	6/19/2025	42957	3542 FGL ENVIRONMENTAL, INC.	\$160.00
Vendor Bill Payment	6/19/2025	42958	4048 GEIGER MANUFACTURING, INC.	\$6,518.49
Vendor Bill Payment	6/19/2025	42959	12019 GRAINGER INC.	\$1,203.24
Vendor Bill Payment	6/19/2025	42960	4610 H.T. HARVEY & ASSOCIATES	\$21,846.48
Vendor Bill Payment	6/19/2025	42961	4544 HACH COMPANY	\$323.86
Vendor Bill Payment	6/19/2025	42962	5047 INDUSTRIAL SCIENTIFIC CORP.	\$3,884.76
Vendor Bill Payment	6/19/2025	42963	5540 J B CONSULTING / JEFF BRYANT	\$800.00
Vendor Bill Payment	6/19/2025	42964	6049 KAHN, SOARES & CONWAY, LLP	\$247.33
Vendor Bill Payment	6/19/2025	42965	25668-EMPLOYEE	\$126.14
Vendor Bill Payment	6/19/2025	42966	6801 LUHDORFF & SCALMANINI CONSULTING ENGINEER	\$6,372.00
Vendor Bill Payment	6/19/2025	42967	10262 MATRIX SCIENCES INTERNATIONAL INC./SOUTH D	\$8,397.00
Vendor Bill Payment	6/19/2025	42968	12127 MCWANE PLANT AND INDUSTRIAL LLC	\$1,963.55
Vendor Bill Payment	6/19/2025	42969	7009 MERCED COUNTY REG. WASTE MGMT AUTHORITY	\$268.00
Vendor Bill Payment	6/19/2025	42970	25826 MICRONICS ENGINEERED FILTRATION GROUP, IN	\$1,151.98
Vendor Bill Payment	6/19/2025	42971	25636 MIZUNO CONSULTING, INC.	\$6,562.50
Vendor Bill Payment	6/19/2025	42972	5555 MLJ ENVIRONMENTAL	\$3,018.04
Vendor Bill Payment	6/19/2025	42973	25800 MOBILE MODULAR	\$19,707.86
Vendor Bill Payment	6/19/2025	42974	7077 MODESTO STEEL COMPANY, INC.	\$4,493.06
Vendor Bill Payment	6/19/2025	42975	7027 MODESTO WELDING PRODUCTS INC.	\$12.00
Vendor Bill Payment	6/19/2025	42976	25769 N & S TRACTOR	\$585.47
Vendor Bill Payment	6/19/2025	42977	25547 O'REILLY / LOS BANOS 1068974	\$753.30
Vendor Bill Payment	6/19/2025	42978	8055 O'REILLY / TRACY 2347935	\$1,502.76
Vendor Bill Payment	6/19/2025	42979	8595 PACIFIC ECO-RISK LAB. INC.	\$5,997.22
Vendor Bill Payment	6/19/2025	42980	8583 PANOCHÉ DRAINAGE DISTRICT	\$85.11
Vendor Bill Payment	6/19/2025	42981	15035 PAPE KENWORTH / 1051618	\$113.49
Vendor Bill Payment	6/19/2025	42982	15066 PAPE MACHINERY INC. / 353006	\$66.67
Vendor Bill Payment	6/19/2025	42983	15042 PIONEER LAW GROUP, LLP.	\$3,185.00
Vendor Bill Payment	6/19/2025	42984	8502 PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC	\$826.60
Vendor Bill Payment	6/19/2025	42985	15074 PLATT	\$3,431.56
Vendor Bill Payment	6/19/2025	42986	8581 PREMIER URGENT CARE/DBA PATEL, PULLIAM & HI	\$68.00
Vendor Bill Payment	6/19/2025	42987	15015 PRINCIPAL LIFE INSURANCE COMPANY	\$6,387.73
Vendor Bill Payment	6/19/2025	42988	9611 RAMON'S TIRE & AUTO	\$111.14
Vendor Bill Payment	6/19/2025	42989	25794 RAMOS OIL COMPANY	\$5,507.68
Vendor Bill Payment	6/19/2025	42990	10269 SHERWIN-WILLIAMS	\$119.45
Vendor Bill Payment	6/19/2025	42991	10002 SORENSEN'S ACE HARDWARE	\$646.48
Vendor Bill Payment	6/19/2025	42992	25706 SOUTHERN TIRE MART, LLC	\$1,194.31
Vendor Bill Payment	6/19/2025	42993	10184 SPRAYTEC	\$1,235.46
Vendor Bill Payment	6/19/2025	42994	25853 STAINLESS DISTRIBUTORS	\$628.43
Vendor Bill Payment	6/19/2025	42995	10168 STATE WATER CONTRACTORS	\$81,306.50
Vendor Bill Payment	6/19/2025	42996	4520-EMPLOYEE	\$477.58
Vendor Bill Payment	6/19/2025	42997	25816-EMPLOYEE	\$3,000.00
Vendor Bill Payment	6/19/2025	42998	25791 TECHNOFLO SYSTEMS	\$5,388.41
Vendor Bill Payment	6/19/2025	42999	25548 TERRACON CONSULTANTS, INC.	\$4,935.00
Vendor Bill Payment	6/19/2025	43000	11029 UNITED PARCEL SERVICE	\$124.35
Vendor Bill Payment	6/19/2025	43001	11060 UNWIRED BROADBAND INC. A00015979	\$799.97
Vendor Bill Payment	6/19/2025	43002	12119 WIENHOFF DRUG TESTING	\$340.00
Vendor Bill Payment	6/19/2025	43003	12057 WINDECKER. INC.	\$10,922.13
Vendor Bill Payment	6/19/2025	43004	13605 ZORO TOOLS, INC.	\$283.42
Vendor Bill Payment	6/25/2025	43005	1268 AT&T 831-001-0165 694	\$2,031.96
Vendor Bill Payment	6/25/2025	43006	1267 AT&T 831-001-0165 911	\$2,191.95
Vendor Bill Payment	6/25/2025	43007	1671 BAKER MANOCK & JENSEN	\$13,712.18
Vendor Bill Payment	6/25/2025	43008	2250 CDW GOVERNMENT	\$4,148.16
Vendor Bill Payment	6/25/2025	43009	25830 COSEN INTERNATIONAL, INC.	\$84.35
Vendor Bill Payment	6/25/2025	43010	2105 COUNTY OF STANISLAUS / Fink Road Landfill	\$370.15
Vendor Bill Payment	6/25/2025	43011	10311-EMPLOYEE	\$476.00
Vendor Bill Payment	6/25/2025	43012	12019 GRAINGER INC.	\$976.59
Vendor Bill Payment	6/25/2025	43013	7077 MODESTO STEEL COMPANY, INC.	\$654.84
Vendor Bill Payment	6/25/2025	43014	7529 NEW YORK LIFE INSURANCE	\$778.03
Vendor Bill Payment	6/25/2025	43015	8064 OCCU-MED, LTD.	\$44.80
Vendor Bill Payment	6/25/2025	43016	1676-EMPLOYEE	\$250.00
Vendor Bill Payment	6/25/2025	43017	25855 PDM STEEL SERVICE CENTERS, INC.	\$545.25
Vendor Bill Payment	6/25/2025	43018	25531 PG&E 2125628853-7	\$70.01
Vendor Bill Payment	6/25/2025	43019	25530 PG&E 8833159983-2	\$2,351.78
Vendor Bill Payment	6/25/2025	43020	25850 PRIMO BRANDS / LBAO	\$398.62

Vendor Bill Payment	6/25/2025	43021	25851 PRIMO BRANDS / LBFO	\$261.26
Vendor Bill Payment	6/25/2025	43022	25859 PRIMO BRANDS / TFO	\$823.76
Vendor Bill Payment	6/25/2025	43023	15003 PROVOST & PRITCHARD CONSULTING GROUP	\$4,549.79
Vendor Bill Payment	6/25/2025	43024	25623 REXEL USA, INC.	\$5,854.52
Vendor Bill Payment	6/25/2025	43025	6050-EMPLOYEE	\$578.20
Vendor Bill Payment	6/25/2025	43026	10164 SAN JOAQUIN RIVER EXCHANGE CONTRACTORS '	\$5,144,348.06
Vendor Bill Payment	6/25/2025	43027	10204 SC INDUSTRIES INC. / DBA CONTEC HOIST & RIG	\$209.30
Vendor Bill Payment	6/25/2025	43028	10069 SUMMERS ENGINEERING, INC.	\$19,101.94
Vendor Bill Payment	6/25/2025	43029	25858 THE REGENTS OF THE UNIVERSITY OF CALIFORN	\$1,794.01
Vendor Bill Payment	6/25/2025	43030	13605 ZORO TOOLS, INC.	\$708.84
Vendor Bill Payment	6/26/2027		VISA PAYMENT	\$26,788.05
Vendor Bill Payment	6/27/2025	26089	5004 ICMA RETIREMENT TRUST	\$108,454.69
Vendor Bill Payment	6/27/2025	26090	25536 SLDMWA EE ASSOCIATION	\$440.00
Vendor Bill Payment	6/27/2025	26091	11045 BUREAU OF RECLAMATION - SL JOINT/USBR POW	\$4,627,326.36
Vendor Bill Payment	6/30/2025	26092	11045 BUREAU OF RECLAMATION - SL JOINT/USBR POW	\$2,300,000.00
Total - ACCOUNTS PAYABLE				\$14,069,974.82
Total				\$14,069,974.82

San Luis & Delta-Mendota Water Authority

Activity Agreements Budget to Actual

Paid/Pending Comparison Summary

March 1, 2025 through June 30, 2025

FAC 08/04/25 & BOD 08/07/25

	FY Budget 3/1/25 - 2/28/26	Actual To Date Paid/Expense	% of Budget	Amount Remaining
03 General Membership	1,253,323	397,663	31.73%	855,660
05 Leg/CVP Operations	3,789,242	602,334	15.90%	3,186,908
35 Contract Renewal Coordinator	200	12	6.24%	188
28 Yuba County Water Transfers	23,000	9,522	41.40%	13,478
22 Grassland Basin Drainage #3A	1,793,749	347,012	19.35%	1,446,737
63 SGMA - Coordinated	1,320,895	208,804	15.81%	1,112,091
64 SGMA - Northern Delta-Mendota Region	451,451	32,559	7.21%	418,892
65 SGMA - Central Delta-Mendota Region	451,451	42,279	9.37%	409,172
67 Integrated Regional Water Management	110,977	5,709	5.14%	105,268
68 Los Vaqueros Reservoir Expansion Project	1,700	12	0.73%	1,688
44 Exchange Contractors - 5 Year Transfer	20,000	3,793	18.97%	16,207
56 Long-Term North to South Water Transfer	40,832	995	2.44%	39,837
57 North to South Water Transfer Program	88,448	18,867	21.33%	69,581
69 B.F. Sisk Dam Raise & Reservoir Exp	4,084,755	360,111	8.82%	3,724,644
16 DHCCP	166	12	7.52%	154
TOTAL	13,430,189	2,029,685	15.11%	11,400,504
	4/12 X 13,430,189	\$ 4,476,730	33.33%	
	Budget vs. Actual	<u>2,447,044</u>		



MEMORANDUM

TO: Finance & Administration Committee

FROM: Raymond Tarka, Treasurer/Director of Finance

DATE: August 4, 2025

RE: Quarter Ending June 30, 2025 Treasurer's Report

ISSUE

Whether the Finance & Administration Committee should recommend to the Board of Directors that it accept the Treasurer's Report for the quarter ending March 31, 2025.

RECOMMENDATION

Staff recommend that the Finance & Administration Committee recommend to the Board of Directors that it accept the Treasurer's Report for the quarter ending June 30, 2025.

DETAIL

This Treasurer's Report was prepared in accordance with the Investment Policy for the San Luis & Delta-Mendota Water Authority (adopted via Resolution No. 2013-367) and California Government Code sections 6505.5(e) and 53646(b).

Consistent with the Water Authority's Investment Policy and Government Code requirements, the Water Authority hereby makes the following statements:

- The Water Authority's investments are in compliance with the Investment Policy;
- All required O&M rate conveyance payments and Membership Dues are being received timely, with few exceptions, rendering the Water Authority able to meet its expenditure/cash demand requirements for the next six months.

Appendix 1 to this Report includes the most recent statements from LAIF, CalTRUST and other banks holding Water Authority funds. Appendix 1 is available upon request.

San Luis & Delta-Mendota Water Authority

Treasurer's Report

Quarter Ended June 30, 2025

Page 2 of 4
 Prepared by: R. Tarka

HOLDINGS REPORT BY INVESTMENT TYPE

	Maturity	Positions Value	Market Price	Market Value	Unrealized Gain/(Loss)	Average Qtr Yield @6/30/25	Yield 6/30/2025	Yield 5/31/2025	Yield 4/30/2025
CASH									
CVCB - Checking - Sweep	Daily	\$ -		\$ -		0.000%	0.000%	0.000%	0.000%
CVCB - Payroll	Daily	\$ 5,000.00		\$ 5,000.00		0.000%	0.000%	0.000%	0.000%
CVCB - Transactional	Daily	\$ 6,083,290.09		\$ 6,083,290.09		0.687%	0.950%	0.410%	0.700%
CVCB - Muni	Daily	\$ 2,192,311.65		\$ 2,192,311.65		0.667%	0.890%	0.410%	0.700%
CVCB - Money Market	Daily	\$ 6,333,708.12		\$ 6,333,708.12		4.447%	4.400%	4.400%	4.540%
LOCAL AGENCY INVESTMENT FUND (LAIF)	Daily	\$ 68,159.94 1		\$ 68,159.94		4.274%	4.269%	4.272%	4.281%
CalTRUST - Short Term	Next Day	\$ 574,506.22 2	10.07	\$ 574,506.22	\$ -	4.347%	4.310%	4.350%	4.380%
CalTRUST - Medium Term	Monthly	\$ 527,545.42 2	9.90	\$ 527,545.42	\$ -	4.063%	4.020%	4.060%	4.110%
CalTRUST - Liquidity	Daily	\$ 27,387,570.13	1.00	\$ 27,387,570.13	\$ -	4.377%	4.370%	4.400%	4.360%
TOTAL OPERATIONAL CASH		<u>\$ 43,172,091.57</u>		<u>\$ 43,172,091.57</u>	<u>\$ -</u>				
OTHER									
<u>OM&R Project</u>									
US Bank - Series 2021A Bond Reserve Fund	2045	\$ 458,677.58	1.00	\$ 458,677.58		3.960%	3.960%	3.960%	3.960%

Notes:
 The year-to-date weighted average yield on all funds invested or maintained in financial institutions/Federal Securities is 0.99% (this considers the interest rates trend since January).

1. LAIF: Average Life of Portfolio (Average Maturity in days) is 287 days or 0.79 years.
2. CalTRUST: Average Life of Portfolio is 0.75 years for short term (ST) and 2.18 years for medium term (MT).

San Luis & Delta-Mendota Water Authority

Treasurer's Report

Quarter Ended June 30, 2025

Detail to Support Report
Page 3 of 4
Prepared by: R. Tarka

CASH

Central Valley Community Bank (CVCB)

	1	2	3	4	5
	3/31/2025				6/30/2025
	Beginning Balance	Deposits or	Draws or	Change in Value	Ending Balance
	Market Value	Transfer IN	Transfer OUT		Market Value
CVCB - Checking - Sweep	\$ -			N/A	\$ -
CVCB - Payroll	\$ 5,000.00	\$ 1,284.08	\$ (1,284.08)	N/A	\$ 5,000.00
CVCB - Transactional	\$ 4,445,563.16	\$ 56,089,507.86	\$ (54,451,780.93)	N/A	\$ 6,083,290.09
CVCB - Muni	\$ 2,188,672.85	\$ 3,638.80	\$ -	N/A	\$ 2,192,311.65
CVCB - Money Market	\$ 1,487,843.16	\$ 14,045,864.96	\$ (9,200,000.00)	N/A	\$ 6,333,708.12
Local Agency Invest. Fund-State of Ca.	\$ 67,417.01	\$ 742.93	\$ -	N/A	\$ 68,159.94
<u>Investment Trust of California (CalTRUST)</u>					
CalTRUST - Short Term	\$ 568,331.34	\$ 6,174.89		\$ (0.01)	\$ 574,506.22
CalTRUST - Medium Term	\$ 520,672.41	\$ 5,286.91		\$ 1,586.10	\$ 527,545.42
CalTRUST - Liquidity	\$ 9,233,749.91	\$ 18,153,820.22			\$ 27,387,570.13
TOTAL- CASH	\$ 18,517,249.84	\$ 88,306,320.65	\$ (63,653,065.01)	\$ 1,586.09	\$ 43,172,091.57

Other

US Bank-Series 2021A Reserve Fund-OM&R Project	\$ 454,132.45	\$ 4,545.13		\$ -	\$ 458,677.58
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1 Beginning Balance = Market Value at end of previous quarter
2 Deposits or Transfers IN = O&M collections, Membership collections, Interest and Other Revenue, and also includes Transfer IN from Other SLDMWA Accounts
3 Draws or Transfers OUT = O&M and Membership paid expenditures, and also Transfers OUT to Other SLDMWA Accounts
4 Change in Value = CalTRUST Investment is based on share price, change in price results in change in value
5 Ending Balance = Market Value at end of current quarter

San Luis & Delta-Mendota Water Authority

Treasurer's Report

Quarter Ended June 30, 2025

Detail to Support Report

Page 4 of 4

Prepared by: R. Tarka

CALENDAR YEAR 2025 INTEREST EARNED

(Month End Balance)	JAN	FEB	MARCH	APRIL	MAY	JUNE	AVG BAL/ YTD INT TOTALS
CVCB - Payroll (#0489)	9,879	6,700	5,000	5,000	5,000	5,000	6,096
CVCB - Transactional (#0463)	4,943	2,457,915	4,445,563	4,811,459	2,430,150	6,083,290	3,372,220
CVCB - Muni (#4858)	17,659,147	2,187,372	2,188,673	2,189,932	2,190,670	2,192,312	4,768,018
CVCB - MM (#0343)	5,460,960	5,479,812	1,487,843	1,493,285	4,207,478	6,333,708	4,077,181
CalTrust - Investment Account	18,235,938	10,283,781	10,322,754	10,363,253	20,403,272	28,489,622	16,349,770
LAIF - Investment Account	67,417	67,417	67,417	68,160	68,160	68,160	67,788
USbank - Series 2021A Reserve Fund	461,470	463,040	454,132	455,662	457,146	458,678	458,355
MUFG - Series 2013A Revenue Funds	-	-	-	-	-	-	-
MUFG - Series 2013A Escrow Account	-	-	-	-	-	-	-
	41,899,752	20,946,037	18,971,382	19,386,751	29,761,876	43,630,769	29,099,428
INTEREST EARNED							
CVCB - Transactional (#0463)	4,943	4,116	2,920	3,558	2,002	3,762	21,301
CVCB - Muni (#4858)	1,392	1,258	1,300	1,259	738	1,642	7,589
CVCB - MM (#0343)	21,062	18,852	8,031	5,442	14,193	26,230	93,810
CalTrust - Investment Account	68,017	44,139	38,447	40,499	40,019	86,350	317,471
LAIF - Investment Account *	775	-	-	743	-	-	1,518
USbank - Series 2021A Reserve Fund	1,633	1,570	1,418	1,530	1,484	1,532	9,166
	97,821	69,935	52,116	53,031	58,436	119,516	450,855
YIELDS							
YTD Average Yield							3.12%
Days in the month	31	28	31	30	31	30	
Cumulative days - Fiscal YTD	31	59	90	120	151	181	
							C

Notes:

* LAIF interest computed quarterly.

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(A / B)/C*365



MEMO

TO: Pablo Arroyave, Chief Operating Officer
FROM: Raymond Tarka, Director of Finance
Darlene Neves, Accounting Supervisor
SUBJECT: FY26 O&M Budget to Actual Report Through June 30, 2025
DATES: 08.04.25 FAC and 08.07.25 BOD

2025 Water Year (FY 3/1/24-2/28/25) attachment 1

Self-Funding actual expenses (paid and pending) for SLDMWA Routine O&M through June 30, 2025 are under budget by \$1,638,032, or 21.6%. This favorable variance is the result of timing differences for O&M expenses in most cost pools.

Outstanding

2022 Water Year (FY 3/1/22-2/28/23)

An Interim Final Accounting for 2022 Water Year was completed under the terms of the 2nd Amended MOU in August, 2024. All payments due on this interim exercise have been received, except for one outstanding amount \$32,551 from USBR – Fresno (Refuge). Staff is continuing collection efforts.

2025 Water Year Rates (FY 3/1/25-2/28/26)

At the July 10, 2025 meeting, the SLDMWA Board of Directors approved revised WY25 water rates under the latest SOD allocation of 55% Ag and 80% M&I. The rate revision was retroactive to March 1, 2026. All contractors should now be using the new rates and the revised advance payment forms.

Intertie Conveyance Cost Update

On April 23, 2025 Staff was advised by DWR that the FY26 conveyance charges for water movement from the DCI to O'Neill Forebay have been revised to include a capital component. The new conveyance rate is \$ 32.66 per acre-foot. This is an increase of \$3.93 (14%) over the previous rate used in WY25 rate setting.

Audited Financial Statements FY2023 & FY2024

FY2023-24 Audit is underway and staff is working to provide the auditors with all necessary information.



San Luis & Delta Mendota-Water Authority
08.04.25 FAC and 08.07.25 BOD

ANNUAL R, O&M BUDGET BY COST POOLS MARCH 1, 2025 - FEBRUARY 28, 2026

	Total	UPPER	Intertie	Volta Wells	LWR/POOL	O'NEILL O&M		
						DIRECT	STORAGE	SL DRAIN
DMC \$	9,181,247	\$ 5,539,964			\$ 3,641,283			
JPP \$	5,118,006	\$ 5,489,363						
WW \$	138,430	\$ 103,823			\$ 34,609			
Intertie O&M \$	571,255	\$ 571,255						
DCI DWR Conveyance \$	3,519,425		\$ 3,519,425					
Volta Wells \$	31,810			\$ 69,935				
Mendota Pool \$	226,779				\$ 226,779			
O'Neill \$	3,783,275					\$ 2,988,787	\$ 794,487.75	
SL Drain \$	180,904							\$ 245,213
\$	22,751,131	\$ 11,704,405	\$ 3,519,425	\$ 69,935	\$ 3,902,670	\$ 2,988,787	\$ 794,488	\$ 245,213
O&M	\$ 14,991,387							
DCI DWR Conveyance	\$ 7,759,744							

R, O&M BUDGET BY COST POOLS THROUGH: JUNE 30, 2025

33.33%

	Total	UPPER	Intertie	Volta Wells	LWR	O'NEILL O&M		
						DIRECT	STORAGE	SL DRAIN
DMC \$	3,060,416	\$ 1,846,655			\$ 1,213,761			
JPP \$	1,706,002	\$ 1,706,002						
WW \$	46,143	\$ 34,608			\$ 11,536			
Intertie O&M \$	190,418		\$ 190,418					
DCI DWR Conveyance \$	1,173,142		\$ 1,173,142					
Volta Wells \$	10,603			\$ 10,603				
Mendota Pool \$	75,593				\$ 75,593			
O'Neill \$	1,261,092					\$ 996,262	\$ 264,829	
SL Drain \$	60,301							\$ 60,301
\$	7,583,710	\$ 3,587,264	\$ 1,363,560	\$ 10,603	\$ 1,300,890	\$ 996,262	\$ 264,829	\$ 60,301

R, O&M Actual COSTS BY COST POOLS THROUGH: JUNE 30, 2025

	Total	UPPER	Intertie	Volta Wells	LWR/POOL	O'NEILL O&M		
						DIRECT	STORAGE	SL DRAIN
DMC \$	2,695,912	\$ 1,626,713			\$ 1,069,199			
JPP \$	1,357,904	\$ 1,357,904						
WW \$	45,746	\$ 34,310			\$ 11,437			
Intertie O&M \$	154,074	\$ 154,074						
DCI DWR Conveyance \$	601,503		\$ 601,503					
Volta Wells \$	776			\$ 776				
Mendota Pool \$	103,983				\$ 103,983			
O'Neill \$	966,539					\$ 763,566	\$ 202,973	
SL Drain \$	19,241							\$ 19,241
\$	5,945,678	\$ 3,173,001	\$ 601,503	\$ 776	\$ 1,184,618	\$ 763,566	\$ 202,973	\$ 19,241

R, O&M BUDGET vs Actual COSTS THROUGH: JUNE 30, 2025

	TOTAL	UPPER	INTERTIE & DWR		Volta Wells	LWR/POOL	O'NEILL O&M		
			Conveyance				DIRECT	STORAGE	SL DRAIN
R, O&M Budget \$	7,583,710	\$ 3,587,264	\$ 1,363,560		\$ 10,603	\$ 1,300,890	\$ 996,262	\$ 264,829	\$ 60,301
R, O&M Actual \$	5,945,678	\$ 3,173,001	\$ 601,503		\$ 776	\$ 1,184,618	\$ 763,566	\$ 202,973	\$ 19,241
Difference \$	1,638,032	\$ 414,264	\$ 762,057		\$ 9,827	\$ 116,271	\$ 232,697	\$ 61,856	\$ 41,060
	UNDER	UNDER	UNDER		UNDER	UNDER	UNDER	UNDER	UNDER
	21.599353% UNDER BUDGET								

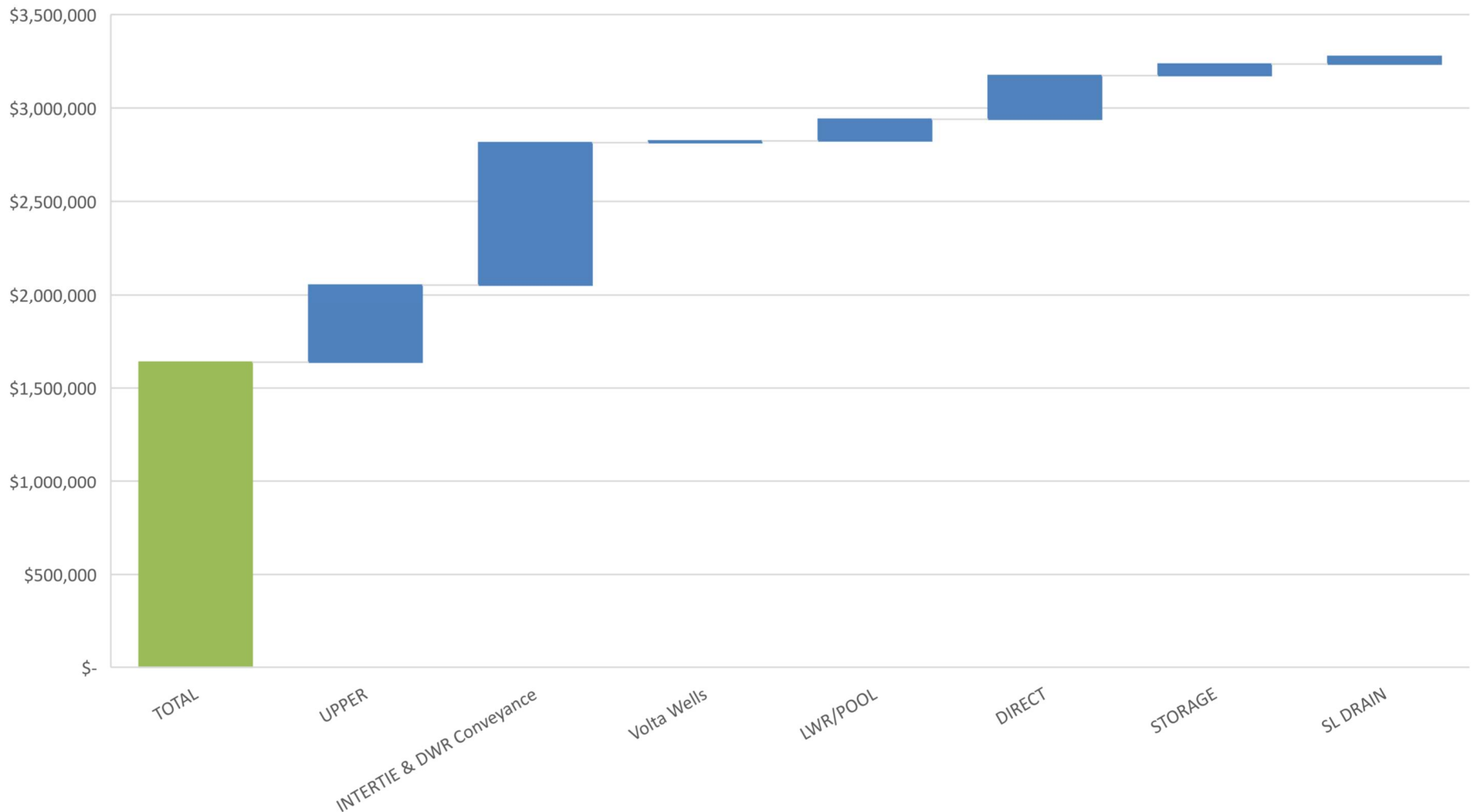
subject to rounding



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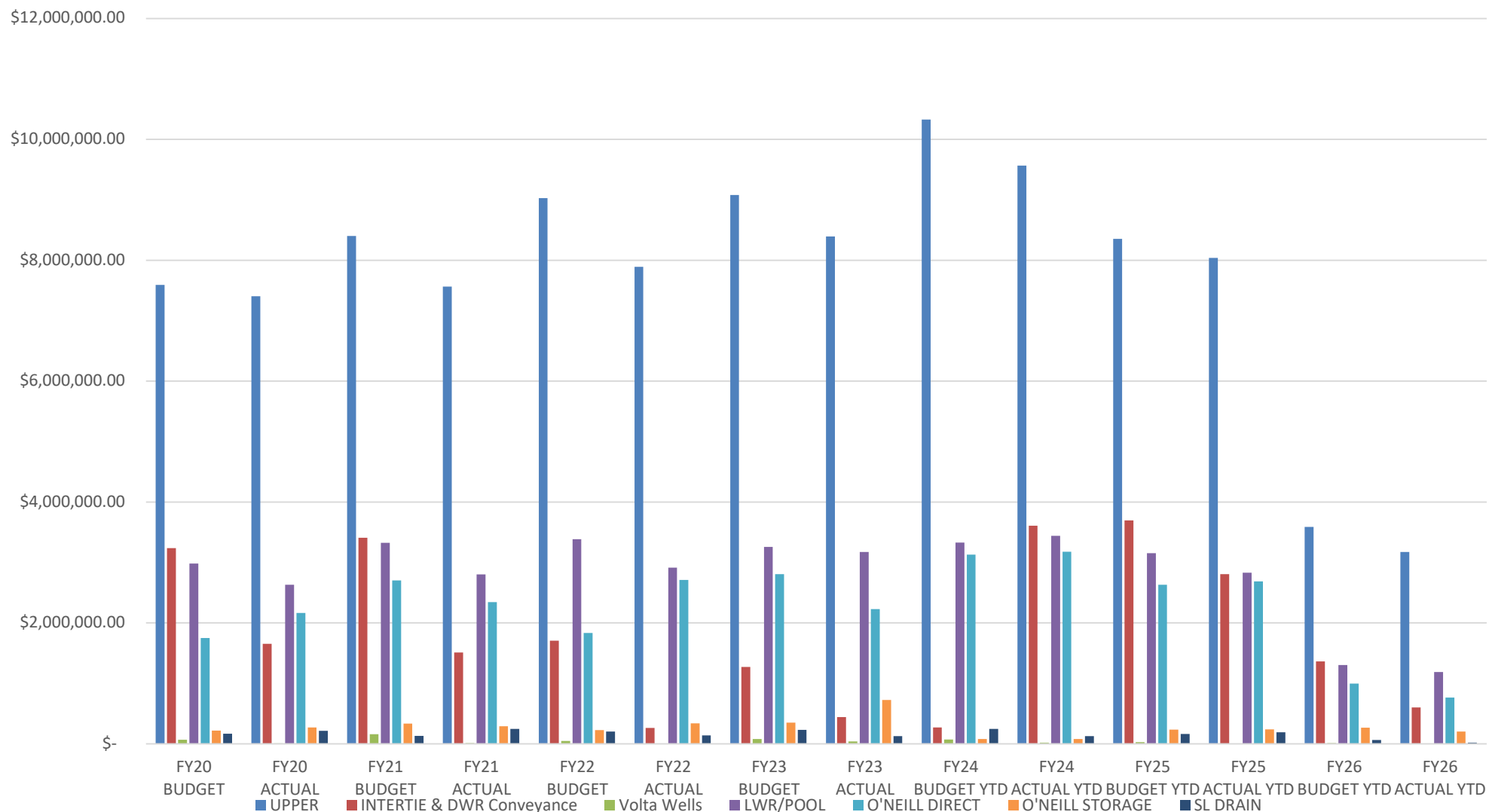
**San Luis & Delta Mendota Water Authority
FY26 Budget to Actual Report through June 30, 2025
BUDGET VARIANCES
FAC 08/04/2025 BOD 08/07/2025**

■ Increase ■ Decrease ■ Total



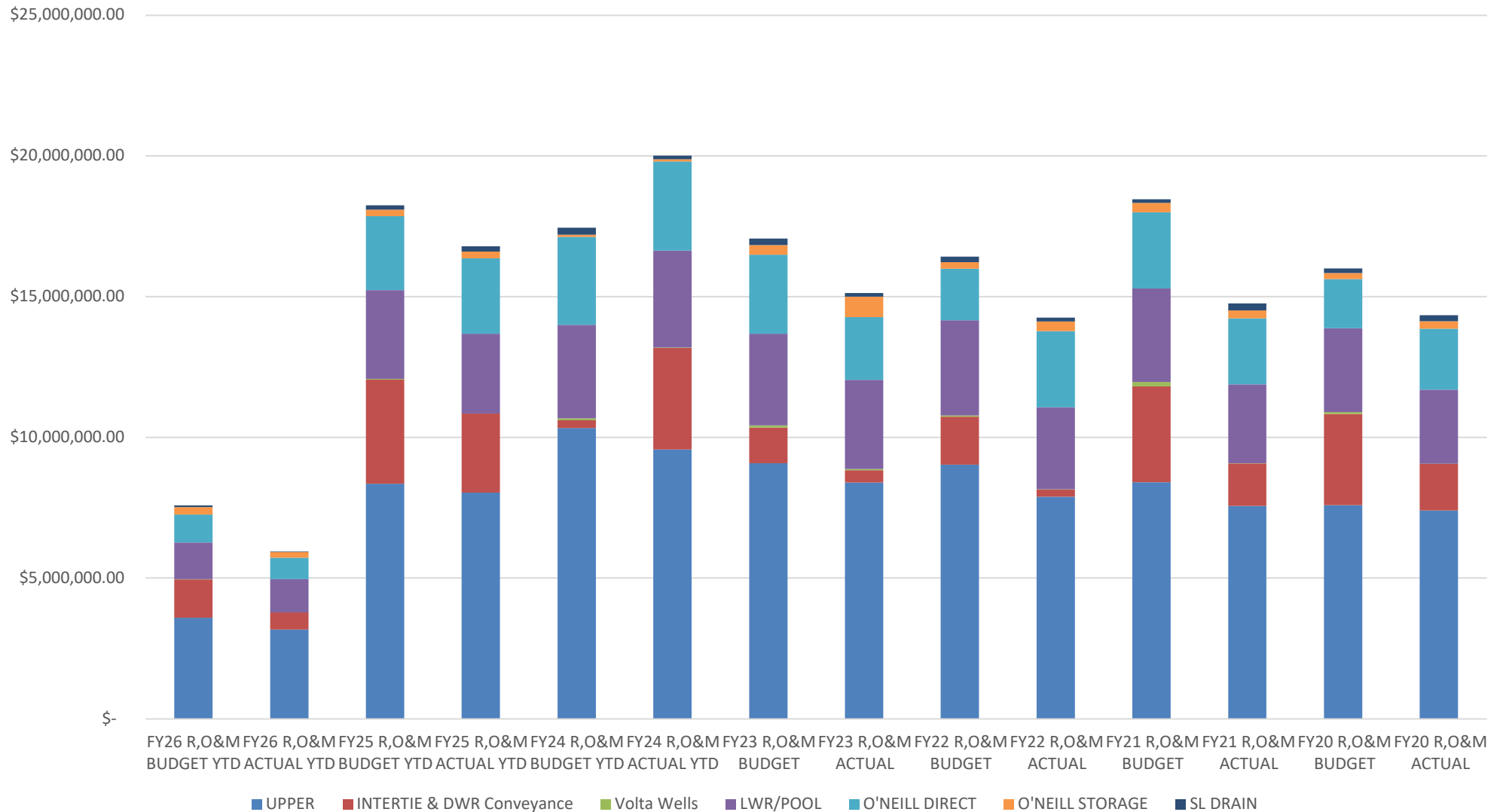


San Luis and Delta-Mendota Water Authority
O&M Budget to Actual-Side by Side
FY20-FY26 YTD (06/30/2025)
FAC 08/04/2025 BOD 08/07/2025



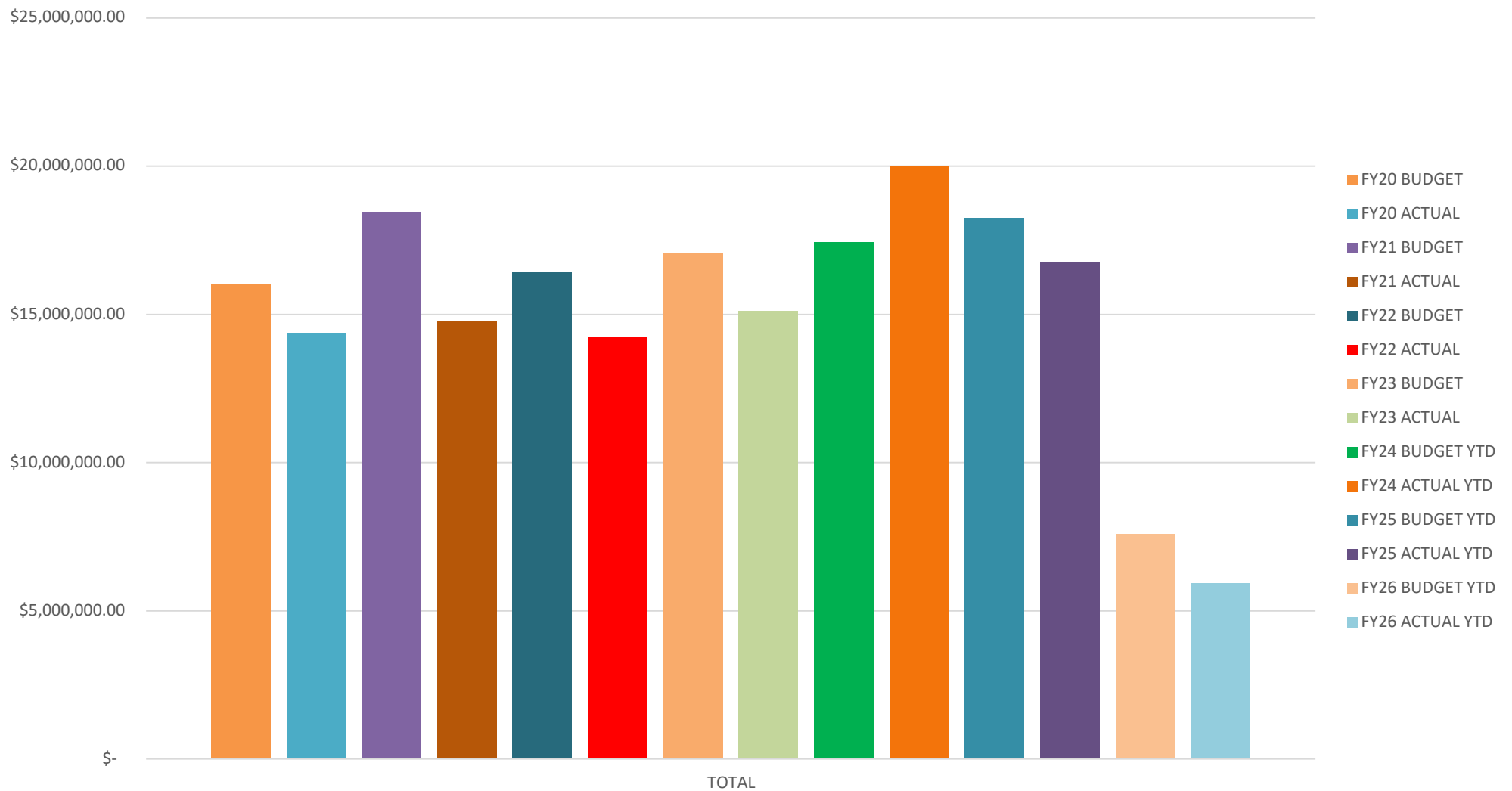


San Luis and Delta-Mendota Water Authority
O&M Budget to Actual -Stacked
FY20-F26 YTD (06/30/2025)
FAC 08/04/2025 BOD 08/07/2025





San Luis and Delta-Mendota Water Authority
HISTORICAL O&M BUDGET TO ACTUAL TOTAL
FY20-FY26 YTD (06/30/2025)
FAC 08/04/2025 BOD 08/07/2025
Total By Year



San Luis & Delta-Mendota Water Authority
DMC WITH CIP / E O & M With Indirect Allocated
Budget to Actual Paid/Pending Comparison Summary
March 1, 2025 through June 30, 2025

FAC 08/04/25 & BOD 08/07/25

		Actual Paid/Pending Expense	% Direct Labor to Total Labor	Allocated Indirect Based on Direct Labor %	Total Expense Direct & Indirect
Operate & Maintain DMC	S/F 02	1,972,968	39.69%	722,944	2,695,912 *
Operate & Maintain Wasteways	S/F 04	31,678	0.77%	14,068	45,746 *
Mendota Pool	S/F 05	71,868	1.76%	32,114	103,982 *
Operate & Maintain Jones Pumping Pl	S/F 11	967,377	21.44%	390,527	1,357,904 *
Intertie Maintenance	S/F 12	105,851	2.65%	48,223	154,074 *
Intertie DWR Conveyance	S/F 12	601,503	0.00%	-	601,503 *
Volta Wells Pumping	S/F 13	537	0.01%	240	776 *
Operate & Maintain O'Neill	S/F 19	689,963	15.18%	276,576	966,539 *
Maintain Tracy Fish Facility	USBR 30	2,658	0.04%	656	3,314
Operate & Maintain San Luis Drain	S/F 41	13,317	0.33%	5,924	19,241 *
Maintain Delta Cross Channel	USBR 44	7,569	0.18%	3,289	10,858
WAPA	45	409	0.01%	190	600
CIP	25	642,476	5.61%	102,164	744,640
EO&M & Scada Project	26	2,440,117	12.24%	223,003	2,663,120
SPECIAL PROJECTS	XX		0.08%	1,526	1,526
				1,821,444	9,369,735
			100.0%		
Safety Equipment Training	50	31,807			
IT Expense	51	284,581			
Warehousing	52	27,468			
Scada	53	174,420			
Tracy Field Office Expense	54	144,131			
Direct Administrative/General Expense	56	199,133			(3,407,760) less CIP&EO&M
Indirect O & M LBAO Admin.	58	959,904			(14,172) less USBR Facilities
Total Indirect to be Allocated			1,821,444		(1,526) less Special Projects
9,369,735	TOTAL	9,369,735			5,946,277 *SLDMWA O&M Costs
		includes intertie DWR conveyance			



August 07, 2025

To: Pablo Arroyave, Chief Operating Officer

From: Bob Martin, Facilities O&M Director

Subject: O&M Report for July 2025

OPERATIONS DEPARTMENT

The C.W. "Bill" Jones Pumping Plant (JPP) operated with 2 to 5 units for the first 30 days of July. The average rate of pumping for the JPP was 3,772 cfs for the same period.

Total pumping at the JPP for the first 30 days of July was 224,477 acre-feet. The O'Neill Pump/Generating Plant (OPP) generated 13,920 acre-feet, and pumped 31,685 acre-feet for the first 30 days of July. 20,843 acre-feet were pumped at the Delta-Mendota Canal/California Aqueduct Intertie Plant (DCI) and 0 acre-feet was reversed from the DCI into the DMC during the same period.

The Federal share in the San Luis Reservoir on the 30th of July was 295,973 acre-feet as compared to 499,288 acre-feet for the end of July 2024.

During the first 30 days of July, releases from Friant Dam ranged from 193 to 240 cfs with 163 acre-feet entering the Mendota Pool. Flows for the San Joaquin River Restoration Program (SJRRP) were 0 acre-feet for the same period.

Canal Operations Department

The Canal Operations crews worked on the following activities this month:

- Open channel & pitot tube flow measurements at MP's

4.98	17.77 R	19.15 R	19.18 L
19.59 R	20.43 L	27.80 R	32.36 L
33.07 R	35.73 RA	43.73 L	44.24 RA
44.24 RB	45.35 R	46.02 L	47.37 RA
47.89 RB	48.60 LA	49.56 R	50.66 L
50.70 R	51.65 L	52.02 R	54.01 L
55.85 L	57.46 L	58.26 L	60.54 R
60.65 L	61.65 L	62.67 L	66.68 L
66.73 L	67.55 L	78.56 RA	79.05 L
80.99 L	84.39 L	87.35 R	90.57 L
105.03 L	105.56 L	109.45 R1	109.45 R2

Maintenance and serviced flow meters at MP's

18.05 L	18.60 L	19.18 L	19.40 R
20.97 R	21.25 L	22.50 R	25.02 L
25.18 L	25.65 L	27.80 R	29.19 R
29.95 R	31.31 L	31.60 L	31.60 R
32.36 L	32.38 R	32.61 R	32.62 R
33.71 L	34.08 L	34.63 R	35.04 R
39.20 R	39.78 L	40.39 R	41.03 L
41.53 L	42.10 R	42.50 R	42.51 L
44.22 LA	44.22 LB	44.24 R	93.25 RA
96.15 L	100.48 L SLC	102.64 L SLC	

- Bi-weekly meter readings on all active 200 plus turnouts
- Inspected Wasteways
 - Westley
 - Newman
 - Volta
 - Firebaugh
- Water samples taken at MP sites: 10.62, 20.63, 29.95, 39.21, and 45.77
- Groundwater well soundings
 - USGS Monitoring Wells
 - Upper DMC Warren Act Wells
 - Lower DMC Warren Act Wells
- Routine patrols
 - DMC
 - Mendota Pool
 - San Luis Drain

Control Operations

The Control Operations crew performed the following switching/clearance orders this month:

- C-25-ON-36 OPP Unit 4 annual maintenance
- C-25-JP-38 JPP unwatering pump #2
- C-25-JP-39 JPP Unit 3 DC ground troubleshooting
- C-25-JP-40 JPP Unit 4 wheel pit inspection
- C-25-JP-41 JPP unwatering pump #2

Jones Pumping Plant (JPP)

Electrical/C&I Maintenance Crews:

- JPP Unit 1 BFV/unit protection alarm investigation and repair
- JPP Unit 5 accumulator tank mercoid malfunction troubleshoot and repair
- JPP Unit 3 thrust bearing cooling water sensor troubleshoot and repair
- JPP unwatering pump #2 5-year service
- JPP Units DC ground alarm investigation, troubleshoot and repair
- JPP siphon breaker communication upgrades
- OPP Unit 4 annual maintenance support
- Checked file settings on tie breaker relays
- Repair JPP siphon breaker and distribution breaker receptacles
- Air wash circulating pump solenoid malfunction troubleshoot and repair

- JPP BFV air compressor #2 malfunction troubleshoot and repair
- JPP station service battery leakage testing and investigation
- JPP 21-ton bridge crane test and inspection 3-month PM
- JPP 21-ton portable gantry crane test and inspection 3-month PM
- JPP 100/20-ton gantry crane test and inspection 3-month PM
- JPP ¼-ton monorail hoist crane test and inspection 3-month PM
- JPP flooding alarm test and inspection 3-month PM
- Station service battery electrical test and inspection 1-month PM
- JPP emergency lighting system test and inspection 1-month PM

Mechanical Maintenance Crews:

- JPP Unit 4 pump bearing lubrication system leak investigation and repair
- JPP Unit 2 motor air cooler rehab and replacement
- JPP Unwatering pump #2, 5-year service
- JPP Unit 1 oil sample 12-month PM
- JPP Unit 2 oil sample 12-month PM
- JPP Unit 3 oil sample 12-month PM
- JPP Unit 5 oil sample 12-month PM
- JPP Unit 6 oil sample 12-month PM
- JPP units discharge tube unwatering system 12-month PM
- Siphon breaker house and associated equipment 12-month PM
- JPP ¼-ton monorail hoist crane 12-month PM
- JPP monorail traveling gripper rake 3-month PM
- JPP Air Wash unit filter change 1-month PM
- JPP 100/20-ton gantry crane trolley hoist 1-month PM
- JPP 21-ton Moffet bridge crane 1-month PM
- JPP shop organization 1-month PM
- JPP utility sump pumps maintenance and oil change
- JPP Air Wash unit new float switch fabrication and install
- Inspect, clean and rehabilitate JPP stop logs
- JPP siphon breaker communication upgrades
- JPP BFV hydraulic system oil tank filter replacement
- UZ8A-4 breaker F9 door repair
- OPP Unit 4 annual maintenance
- OPP welding booth rebuild project

Civil Maintenance Crews:

- JPP concrete slab finishing work (Sika flexing joints)
- JPP trash rack cleaning assistance

O'Neill Pumping/Generating Plant (OPP)

Electrical/C&I Maintenance Crews:

- OPP Unit 4 annual maintenance
- Tracy annunciator panel alarm failures from OPP and JPP troubleshooting
- OPP industrial water tanks SCADA low/high level alarm troubleshooting
- Replaced the A/C unit in the TFO warehouse office
- Staff attended SEL 710 Motor Relay Protection training

Mechanical Maintenance Crews:

- OPP Unit 4 annual maintenance
- OPP welding booth rebuild project

Civil Maintenance Crews:

- Hauled OPP U-4 parts to TFO for blasting and painting
- Assist with JPP confined space entry team

DMC/CA Intertie Pumping Plant (DCI)

Electrical/C&I Maintenance Crews:

- DCI generator incident ATS troubleshoot and investigation of 480V source
- DCI pest management 2-month PM
- DCI janitorial service 2-month PM

Mechanical Maintenance Crews:

- None to report

Civil Maintenance Crews:

- Rodent control

Delta-Mendota Canal (DMC)

Electrical/C&I Maintenance Crews:

- DMC comm loss at Check 8 troubleshoot and repair
- DMC Check 15 gate 2 motor brake failure troubleshoot and repair
- LBFO minor lighting and electrical repairs

Mechanical Maintenance Crews:

- None to report

Civil Maintenance Crews:

- Chemical weed control at MP 107.42 to 115, 39.81 to 74.77
- Mechanical weed control at MP 98.64 to 99.82, 102.93 to 110.12 and TFO
- DMC trash collection at MP 11.25 to 18.25, 58.60, 68.03 and Ck 4 areas
- DMC sign repair and maintenance at MP 17.22, 26.21, 89.92, 105.97
- Remove silt and debris from turnout at MP 64.32
- Fabricate steps at MP 20.22
- Clean drain inlets from MP 13.45, 26.69, 27.21, 27.59, 28.04, 28.53, 28.78
- Install drain pipe at MP 6.75 and 27.59
- DMC fence repair at MP's 70.01 and 71.10
- DMC road grading from MP 39.21 to 46.36 and 110.99 to 111.51, WWW
- SLD road grading from MP 75.00 to 90.00, 121.36 to 125.59
- FWW grading from MP 0.02 to 1.10
- DMC pot hole repair from MP 85.00 to 111.51
- DMC float line maintenance at MP's 17.22, 38.60
- DMC rodent control from MP 29.95 to 42.50 and 57.95 to 75.84
- Fabricate hand rails at MP's 31.31 and 82.31
- LBFO Eye Wash Station and first aid kit 1-month PM
- Spill kit inspection 3-month PM
- Concrete steps pour and handrail fabrication for the Siphon Building
- Chip seal roadway prep work
- Assist USBR staff with Sonar Survey of the DMC

- Numerous vehicle oil changes and minor repairs
- Check structure deck cleaning 12-month PM
- Silt and debris removal from NWW, WWW, and VWW gates
- Boom truck cable inspection 12-month PM
- Sling and wire lifting cable 12-month PM

Tracy Field Office

Electrical/C&I Maintenance Crews

- USBR entrance gate test and inspection 3-month PM
- USBR exit gate test and inspection 3-month PM
- Control Room 1-ton monorail hoist crane test and inspection 3-month PM
- Tracy Electric Shop emergency lighting system test and inspection 3-month PM
- TFO Water Treatment Plant C&I test and inspection 1-month PM
- Control Building emergency lighting test and inspection 1-month PM
- TFO UPS batteries test and inspection 1-month PM
- Control Room annunciator C&I test and inspection 1-month PM
- TFO car wash water recycling unit pump purchase and replacement
- TFO car wash pump motor float failure troubleshoot and repair
- Tracy annunciator panel alarm failures from OPP and JPP troubleshooting
- Install breakers, conduit and equipment for EV Charging Station at TFO
- Staff attended SEL 710 motor relay protection training
- Update lighting fixtures throughout TAO to LED
- CMT/VMT 2-ton monorail hoist crane test and inspection 3-month PM

Mechanical Maintenance Crews:

- Replaced the pressure switch on the Sand Blast Building air compressor
- Sand Blast Building air dryer 12-month PM
- Sand Blast Building breathing air compressor 12-month PM
- CMT/VM 2-ton monorail hoist crane 12-month PM
- CMT/VM ½-ton electric chain hoist crane 12-month PM
- TFO 2-ton monorail hoist crane 12-month PM
- TFO 1-ton monorail hoist crane 12-month PM
- TFO buildings and grounds door 12-month PM
- Landscaping and irrigation system sand filter 12-month PM
- Tracy industrial water system cleaning and inspection 6-month PM
- TFO entrance gate 3-month PM
- TFO loading dock electrical gate #1 3-month PM
- TFO car wash water recycling unit pump purchase and replacement
- TFO car wash water recycling unit 1-month PM
- USBR entrance gate 3-month PM
- USBR exit gate 3-month PM

Civil Maintenance Crews:

- EV charging station trenching and concrete slab pour
- Spray trees for Aphids

Other Activities:

- None to report

USBR Support Services

The Water Authority crews supported the following work at USBR facilities during the outage this month:

- Rodent control at Delta Cross Channel
- TFCF trash rack cleaning support

ENGINEERING DEPARTMENT

The Engineering staff worked on the following O&M projects this month:

- Data management of well readings and creation of Warren Act hydrographs
- JPP stop log rehabilitation
- WTP distribution flowmeter replacement
- OPP spare shaft sleeve recoating
- DCI fire suppression system troubleshooting planning
- TFO EV Charging Station construction support
- DCI penstock air vent valve rehab and spare
- TFO pressure vessel test preparation
- SSPC update preparation
- OPP generator disconnect switch research
- DCI penstock inspection prep
- DCI power circuit breaker JW1A breaker and SF6 tests planning
- DCI and OPP cathodic protection system annual survey planning
- OPP Unit 4 stator inspection
- OPP Unit 4 actuator rod troubleshooting/repair
- OPP Unit 4 propeller nose cone troubleshooting
- TFO carwash installation/design
- JPP unwatering pump evaluation for replacement
- LBFO vehicle lift upgrade
- TSY UZ11A and UZ8A relay settings update
- Support 65-ton crane repair at OPP

Land Management Activity Summary

The Engineering staff issued two (2) access permits this month:

- Access Permit P2602014 was issued to Pacific Gas & Electric allowing them to remove abandoned facilities on the DMC right-of-way at Milepost 13.97-R
- Access Permit P2604018 was issued to Stanislaus County Public Works to temporary stockpile roadway material on the Westley Wasteway from Milepost 2.07-R to MP3.33-R

The Engineering staff was involved with the following land management projects this month:

- International Parkway Bridge replacement project
- PID New Turnout MP42.64-L
- Los Banos Electrical Transmission Line Crossing and Sewer Line Crossing SLD
- Nees Ave. Bridge replacement project

Contract Updates

Spec. No.	Title	Status
TBD	CP System Survey Blanket	Working with Charles, pending SOW
F26-LBFO-008	NPDES Permit Consulting Services	New Agreement under review
F26-ALL-009	Procurement Support Services - Master Agreement	Agreement under review
F26-OPP-005	OPP Warehouse Building Design	Pending Redlines review
F25-JPP-007a	Excitation System - Unit 1	NoIA 7/29, pending Aug 2025 Board approval
F25-JPP-007b	Excitation System - Unit 4	NoIA 7/29, pending Aug 2025 Board approval
F25-JPP-007c	Excitation System - Unit 2	NoIA 7/29, pending Aug 2025 Board approval
F25-JPP-007d	Excitation System - Unit 3	NoIA 7/29, pending Aug 2025 Board approval
F25-JPP-007e	Excitation System - Unit 5	NoIA 7/29, pending Aug 2025 Board approval
F25-JPP-007f	Excitation System - Unit 6	NoIA 7/29, pending Aug 2025 Board approval
F26-DCI-004	DCI U1 & U2 Motor Control Centers Replacement and Commissioning Service	Received Board approval July 2025, still pending redline negotiations
F26-DMC-007	DMC Road Maintenance Chip Seal (MP86.19-MP111.51)	NoIA 7/21, pending Aug 2025 board approval
F25-ALL-031	Pentair Maintenance and Support Services	Pending redlines / acceptance by Pentair
F25-ALL-016	Project Management & Engineer Support Services - Task 4 EO&M Project Estimates - FY26	Task Order 4 executed 7/10, work ongoing
F25-ALL-029	Document Management System	Contract executed 7/8, work ongoing
F25-ALL-018	Hallmark Project Management - Task 2 - FY25	Amendment executed to extend service through July 31, 2025. No further services after July
F25-ALL-016	DHR Hydro Project Management & Engineer Support Services	2nd Amendment and Task Order 4 executed 7/10
F23-OPP-015	OPP Transformer Rehab Project	Pending change order 3, pending Aug 2025 board approval
F23-LBFO-008	NPDES Permit Consulting Services	Work ongoing, term ends August 2025

SAFETY DEPARTMENT

The Safety Department worked on the following items this month:

- Provided Job Hazard Analysis support to the crews
- Sent out Safety Topics to all SLDMWA staff:
 - 7-1-2025 Head Protection
 - 7-2-2025 Hazardous Substances
 - 7-3-2025 Ergonomics

- 7-4-2025 Cuts and Bleeding
- Scheduled and sent out communication for August Respiratory Training at TFO

PROCUREMENT AND WAREHOUSE MANAGEMENT DEPARTMENT

The Procurement and Warehouse Management Department worked on the following items this month:

- 206 Purchase Orders were issued this month
- 95 Warehouse Inventory Checkouts performed
- 235 Item Receipts were performed
- Completed performance appraisals for WAM department staff this month
- Finalized additional procurement policy updates and Delegation of Authority document, ready for board approval
- Participated in continued discussions and testing to resolve issues with Shepherd and blanket POs. Resolved 1 of 2 pending issues
- Staff identified and resolved inventory discrepancies

Ongoing:

- Purchasing in support of the O&M crews, and maintaining/replenishing warehouse stock
- Warehouse receiving, stocking, and distribution
- Inventory cycle counts
- Invoicing/vendor bills/vendor credits processing/invoice disputes
- Routine janitorial activities at the TFO facilities
- NetSuite bi-weekly meetings
- Bi-weekly staff meetings to discuss updates/issues
- Bi-weekly project update meetings with O&M Director

INFORMATION TECHNOLOGY DEPARTMENT

The Information Technology Department worked on the following items this month:

Administrative Activities:

- Monthly FAC, WRC and BOD meetings
- Management of FY26 RO&M Budget
- Review Budget to Actuals for end of year FY25
- Started FY27 EO&M budgets for both regions 51 and 53
- Reviewed RFP's Document Management
 - Selected vendor and awarded contract
 - Team Meeting to plan rollout
- All Crafts Meeting to discuss status of various projects and open SO
- Lenel security system status to USBR

General Network & Desktop Support:

- Desktop support per incident
- Move Water Accounting Offices LBAO
- Prep new iPhones and iPads for MDM and deployment

Ongoing:

- Desktop/printer/peripheral

- Upgrade of 5050 workstations to Win 11 and re-deployed to various locations
- Purchased, configured and deployed company cell phone to new staff
- Purchased new Surfaces for Executive staff
- Servers
 - Performance monitoring
 - Prepping servers for redeployment and create test lab
- NetSuite
 - User and Administration
 - Bi-Weekly Implementation Team meetings
 - Monitor Citrin Cooperman support activities for NetSuite
 - Budgeting for Gravity Software
 - Grant management assigned to Citrin
- Shepherd
 - Weekly progress meetings
 - Continue testing tablets in field
 - Additional modifications to User roles
- Cybersecurity
 - Active Directory cleanup
 - Monitor Symantec Anti-Virus Management Console
 - Update Symantec Definitions
 - Update additional AV security settings
 - Security updates on servers
 - Monitor Firewall logs and alerts
 - Multi Factor Authentication (MFA) SurePassID
 - Cyber Security training and webinars
 - Cyber Readiness Institution Certification Course
 - Monitor Knowbe4 Phishing Campaign
 - Cyber Security Team
 - Cyber Security Incidence Response Plan
 - Disaster Recovery Plan
 - Business Continuity Plan
 - Table Top Exercise Plan
 - Monitor IBM (MAAS360) mobile device management
 - Symantec Message Gateway server
 - Review InfraGard dispatches – FBI Cyber Security group
 - Monitoring Darktrace Cyber Security appliance in IT network
 - Monitor and adjust Cloud immutable backups
 - Monitor and adjust “Cold” air gapped local backups
- Logistical and technical support provided to Trofholz; site security installation
 - PIV card readers activated and tested with current issued ID's
 - Gate(s) Control
 - Tracy gate controls installed
 - Trofholz connected gate controls into newly installed security system
 - WAM-TAO Main gate controls 90% complete and operational
 - Vehicle RFID configuration

- DWR regarding use of fiber from a 1992 contract agreement
 - USBR contact DWR
 - Zoom, emails, phone calls
 - Gather requested info for DWR
 - Begin creation of requirements and SOW
- Data migration
 - GIS server migration Phase 2
- FY24/FY25 Laptop refresh
 - Surface Pro for Executive Team refresh received
 - Surface Pro configuration for deployment
 - Durabook refresh quotes
- New asset control and tracking
- Tablets to ESHOP crew for CMMS
- Additional creation and edit of GPOs for better domain administration and Cybersecurity
- AP installs
 - TAO, Elec Shop, Warehouse, LBFO, LBAO
 - Physical install complete
 - VLAN Adjustments and testing
- VLAN's for network segmentation
 - Phones, security, WIFI access points, new security system and gate control
 - Unwired upgrading circuits to accommodate
 - AT&T Engineers provided solution for the SDWAN
 - WiPro implemented/create VLANS across SDWAN
- System wide critical server patches deployed
- Panoche and SCADA vendor to discuss reading Micrometer meters
 - Awaiting proposed SOW
- AT&T Discussions/Negotiations for future terms
 - Replacing Unwired with cell to OPP and LBFO
- Open talks with Comcast as potential alternative/back up to AT&T
- Avaya Phone system upgrades
 - Reviewing

SCADA DEPARTMENT

The SCADA staff worked on the following items this month:

Administrative Activities:

- InfraGard application process
- Research and enroll in Technical/Cyber training

General SCADA Network Support:

- Installing of direct wireless connection to Siphon House with Ubiquity devices
 - More bandwidth temporarily until Fiber pull complete
- Troubleshoot annunciator OPP and SCADA alarms
 - Repairing and or developing alarms for SCADA A and B
- Monthly All Crafts Coordination Meeting

Ongoing:

- Bi-weekly review of DCI plans for SCADA and remote annunciation
- New Unwired circuit installed at Control Room Building
- Continued writing scope for Aveva to Ignition conversion
 - Ignition conversion in progress
- Network segregation plan and design
- Continued Cyber Security training
 - SCADA Tech enrolled into Blackhat and Defcon Cyber Training
- Research gate encoder replacements to update EOL existing units
- OPC Network optimization and clean-up of obsolete devices
- Server Room
 - Upgrades of Operator A and B in progress
- DCI
 - Pump indicator, flows and UPS status info on display
- OPP
 - Successfully testing Vega level sensor at O'Neill
 - PLC software to be purchased
 - Annunciator Unit 5 replaced by OPP staff
 - Rework of tags underway to SCADA
 - Vibration sensor testing for replacement of outdated sensors
- DMC
 - AT&T FirstNet to start APN with DIGI devices
 - Final design completed
 - Device field testing completed
 - Digi ix40 configured for network
 - Checks 1-8 install complete
 - Antenna awaiting permanent mount
 - Check 15 design completed as template
 - 14-18 install complete
 - Awaiting breaker to power up
 - Check 17 converting from radio to FirstNet
 - Volta Wasteway
 - Convert to FirstNet
 - Level sensor received for testing
 - Meter 115 (on battery) awaiting permanent solar power
 - Lost comms
- JPP
 - Water treatment plant SCADA integration
 - Termination/SCADA connect
 - Scaling configuration and adjustments
 - Andon board creation for monitoring
- 26-M7; Siphon House communications
 - Received PLC parts for project
 - CCA panel equipment
 - New fiber to siphon house to be pulled
 - Main PLC panel installed
 - C&I building panel backplate
 - C&I redlined CCA Panel-Complete

- Visio drawings
- Point to Point WIFI for temporary comms to accommodate pulling of existing control and signal lines to make room for fiber
- 26-M8; Trash Rake
 - Received PLC parts for project
 - Started program rewrite and documentation
 - Fiber from trash rake to server room in stock
 - Fiber pulled from cable floor to trash rake panel
 - Fiber pulled from cable floor to server room
 - C&I terminated into SCADA Cabinet at trash rake
 - Fiber hub installed at cable floor and cross patch server room to trash rake
 - Development of headless HMI for control interface
 - Additional trash rake configs to accommodate concrete slab pours
 - Returned PLC controls back to normal location operation
- LBFO
 - Andon board configuration

HUMAN RESOURCE DEPARTMENT

The Human Resources Department worked on the following items this month:

General Administrative Activities:

- Active Recruitments
 - Mechanical Engineer (on-going)
 - Safety Officer
- Closed Recruitments
 - Control Operator
 - Maintenance Worker Internal transfer
- Resume/Candidate Reviews
 - Control Operator
 - Maintenance Worker
- Interviews
 - Control Operator Interviews scheduled 8/5
- Job Offers
 - None to report

Trainings:

- Cyber Security training tracking (all staff)
- Sexual Harassment Prevention training tracking (all staff)
- Defensive Driving training tracking (all staff)
- Ethics training tracking (executive staff)
- Workplace Violence Prevention training (all staff)

Government Reporting:

- EEOC tracking/reporting
- Affirmative Action report tracking

Ongoing:

- Performance appraisal tracking
- FMLA notices/follow-ups
- COBRA notices/follow-ups
- Worker's Comp follow-ups

- Monthly safety points distribution
- Health benefits eligibility/employee assistance
- Job Description updates
- Policy updates
- Employment Law updates
- Maintain OSHA logs for the calendar year
- PIV Cards (USBR)
- Wellness Program

EXTRAORDINARY O&M & CAPITAL PROJECTS



DELTA-MENDOTA CANAL (DMC)

Bridge Abutment Repair at MP 92.73 (FY21)

Status: No activity this month. PG&E has completed the relocation of the 6-inch gas transmission line that crosses under the MP 92.73 bridge serving the City of Dos Palos. In the process of removing the pipeline from the bridge, PG&E's contractor damaged the concrete stem wall. Staff performed a visual inspection with PG&E inspectors and contractor and determined that the damage is within SLDMWA's capabilities for repair. PG&E has agreed to reimburse SLDMWA the full cost of the repair (\$40k estimate), which is currently scheduled to be completed with the erosion repair. Scheduling for the erosion and liner repairs under the bridge abutment was planned during the Mendota Pool Dewatering, however, an emergency repair of the concrete liner at Check 18 took priority.

DMC Subsidence Correction Project

Status: SLDMWA continues to work closely with Reclamation on the DMC Subsidence Correction Project (Project) and is managing the \$2.4M CDM Smith Feasibility Study contract, the \$2.7M Terracon Geotechnical contract, the \$5.7M Upper DMC Design contract with USBR Technical Services Center (TSC), and a \$2.15M contract for utility locating and mapping along the Upper DMC. This month staff collaborated closely on the priorities of the project and steps to keep the project moving forward.

Feasibility Study: Reclamation is working towards securing consultation approvals to obtain a FONSI (Finding of No Significant Impact) and ROD (Record of Decision), both necessary to finalize Reclamation Policy (Policy) sign off. Policy has reviewed the study and finds that it appropriately addresses the need for Upper DMC restoration; however, further review of the Lower DMC repair is required. Coordination continues on Federal permitting efforts with FWS, SHPO, Section 106.

Project Management: In anticipation of multiple bridge raises, construction packages, and multi-agency coordination efforts, staff executed a Professional Services Agreement with the Hallmark Group, a Capital Program Management consultant, to assist with managing the various aspects of the Subsidence project. The Hallmark team is currently developing a bridge designer scope of work and evaluating early delivery construction alternatives as well as assisting in preparing action items resulting from Planning Committee meetings. Project related actions are ongoing.

Design Data Support: Bathymetric surveys completed by USBR revealed additional underwater liner damage. USBR performed additional sonar surveys in June and July of the newly identified locations to assess the repairs needed. Multiple additional sites were flagged as potential additional liner damage sites and is reviewing the data to make a final determination. USBR will provide a final report of the survey in the coming months. Staff continued to manage the Professional Services Agreement with Sandis Engineering (executed Aug 2024) for utility locating and mapping services. Sandis is managing the coordination of various location services along the DMC in both member agency areas and

EXTRAORDINARY O&M and CAPITAL PROJECTS

public ROW. The Design team has reviewed a second draft utility mapping package provided by Sandis. Sandis is expected to finish the deliverables in the coming months. Sandis also preformed top of liner surveys in sag areas to inform the Planning Committee meeting.

CP1 Embankment & Liner Raise Design: TSC continues to work on the design of the liner and embankment raise for the Upper DMC. The Water Authority, Reclamation, and TSC, and CGB staff and consultants continue to support the BOD in the preparation of alternate design scenarios in an effort to best utilize available funding.

Funding:

- CA Department of Water Resources (DWR): SLDMWA is currently in agreement with DWR for entire \$42M appropriation. To date, the Water Authority has received a total of \$9.06M in reimbursements.
- Bipartisan Infrastructure Law (BIL): \$25M awarded in FY23. \$50M awarded in FY24. Received notice of \$204M award for FY25 for a total award of \$279M. The Water Authority has requested to begin repayment negotiations with Reclamation and is awaiting action from Reclamation. Staff submitted a new application this month for the remaining balance of the Upper DMC.

DMC Solar Over Canals 5 Year Pilot Project – USBR Grant Funded

Status: No activity this month. Project is on hold until further notice.

DMC O&M Road Repair (Full Depth Rehabilitation) (FY25)

Status: This project was formally solicited in May 2025, with one responsive bid received. The Water Authority executed the construction contract this month and staff is working with the contractor on soil testing and developing a project schedule. Construction is scheduled to begin next month in coordination with the Chipseal project.

DMC O&M Road Maintenance (Chip Seal)

Status: The chip seal project, covering approximately 25 miles from milepost 86.19 to 111.51, was solicited this month. Three bids were received, and the Water Authority has issued a Notice of Intent to Award to the lowest bidder with contract execution pending board approval this month. Construction is scheduled for late this summer, in coordination with the DMC O&M Road Repair project.

DMC Underdrain Sedimentation Removal Project (FY25)

Status: No activity this month. As part of the project, pre and post cleaning video inspections will be completed. To date, three video inspections have been completed. The original intent was to complete the cleaning of 3-4 culverts to better gage time and costs for the entire project. After an informal solicitation and lengthy negotiation on terms and conditions, the solicitation has been withdrawn. A new, formal solicitation will be advertised in the Fall of 2025.

EXTRAORDINARY O&M and CAPITAL PROJECTS

C.W. “BILL” JONES PUMPING PLANT (JPP)

JPP Excitation System & Control Cabinet Modernization

Status: The RFP was solicited and due July 21st with two responsive proposals received. The Technical Proposal Evaluation Committee, comprised of internal staff, Water Authority consultant, and Reclamation engineers completed a thorough review and selected the winning proposal. Contract award is pending board authorization this month. An advance funding request letter was sent to Reclamation to access the IIJA (formerly BIL) funds, with the first progress payment received this month. The preliminary schedule includes a seven month design process, six month fabrication process, and four months of site work. Completion of the contract is anticipated by the end of 2028.

JPP Wear Ring Purchase (FY22)

Status: After a formal solicitation, the fabrication contract was issued in February to US Bronze Foundry. Staff visited US Bronze to inspect the facility and review the processes. The wear rings are in the manufacturing process with delivery anticipated by late summer 2025.

JPP Concrete Slab by Trash Rake Dumpster (FY23)

Status: Construction is completed, pending the final 28-day concrete break.

JPP Siphon Breaker Communication Upgrades (FY25)

Status: Project underway, see SCADA Department O&M Report

JPP Trash Rake Controls Modernization (FY25)

Status: Project underway, see SCADA Department O&M Report

JPP Machine Shop Crane Rehabilitation (FY25)

Status: Staff is in conversation with vendors who can perform the preliminary inspection for this project.

JPP Rehabilitate Coating on Pump Casings & Bifurcation FY25)

Status: The project management of this project has been added to the existing Professional Services Agreement with Gannett-Fleming (GFT). Their task encompasses the management of the Unit 5 pump casing and the east discharge tube bifurcation portions of this project. Staff continued to work with GFT on scheduling and planning.

JPP Plant Flow Metering System Rehabilitation (FY25)

Status: No activity this month. Inspection of the existing flow metering system occurred on 10/24/24. The plan is to have the equipment on hand to install during the outage for the JPP Pump Casings & Bifurcation project.

EXTRAORDINARY O&M and CAPITAL PROJECTS

JPP Sand Filter System Rehabilitation (FY25)

Status: Staff met with consultants Black & Veatch in June to discuss this project, and conducted a site visit in July to continue discussions with consultant to enter into a professional services agreement to manage and complete.

JPP Unit 5 Leak Investigation & Repair

Status: Staff is in contract discussion with Pentair to perform an Advanced Machinery Health Survey on JPP Unit 5. This is to establish vibration levels and potential causes prior to disassembly. A task order has been added to the existing professional services agreement with Gannett Fleming (GFT) that encompasses the management of this project and will be done in coordination with the project to replace the coating on the JPP pump casing and bifurcation. Staff is working with GFT on scheduling and planning.

O'NEILL PUMPING/GENERATING PLANT (OPP)

Main Transformers Rehabilitation

Status: Staff continues to work to move this project forward. To date, the rehabilitation of the spare has been completed and is awaiting to be swapped in and commissioned. This last month, TSC completed the Technical Specifications for the multi-outage approach, and staff negotiated the cost of the change order with the contractor. The change order is substantial due to the significant change in work sequence and will be brought to the board for review and approval this month.

The first outage is scheduled from October 6th to 25th and has been approved by Central Valley Operations (CVO). During this outage, the spare transformer will be installed and commissioned and one of the active transformers swapped out to be rehabilitated once the plant is back in service. Subsequent outages will be scheduled annually in the September/October time frame, unless transformer conditions deteriorate to a point that emergency action is required.

OPP Upgrades – Pump Bowl Fabrication & Governor Rehabilitation

Status: Staff continues to work with Pentair on Phase I of the contract. 100% design of the bowls and the governor have been received, and staff is reviewing them in conjunction with USBR. Phase 1 completion anticipated by the end of August. The first bowl is scheduled to be delivered June 2026.

OPP Upgrades – Unit Rewind

Status: No activity this month. Start of this project is contingent upon signing a repayment agreement for the IIJA funds. Staff submitted another IIJA application next month.

OPP Upgrades – Unit Rehabilitation

Status: No activity this month. The start of this project will be timed appropriately with the Unit Rewinds, Pump Bowl Fabrication, and Governor Rehabilitation projects.

EXTRAORDINARY O&M and CAPITAL PROJECTS

OPP Cooling Water System Rehabilitation (Phase II) (FY25)

Status: No activity this month. Materials requiring a full plant outage were installed during the October 2024 outage. Cooling water pumps and Kinney strainers have been delivered and awaiting installation.

OPP Sand Filter System Rehabilitation Design (FY24)

Status: Staff met with a consultant in June to discuss this project, and conducted a site visit in July to continue discussions with consultant to enter into a professional services agreement to manage and complete.

OPP Warehouse Building (Design & Construction)

Status: After engaging with a consultant to manage this project, staff decided to manage it internally and is drafting a Request for Proposal for the design and construction of the building and concrete pad. In addition, staff provided conceptual drawings and application to Reclamation to initiate their review and approval of the project both technically and environmentally.

DELTA-MENDOTA CANAL/CALIFORNIA AQUEDUCT INTERTIE PUMPING PLANT (DCI)

DCI Motor Protection Relay Replacement (FY25)

Status: The new protective relays (SEL-710-5's) were procured in January 2025. Staff has uploaded and tested the relays with settings designed by Reclamation TSC. The updated relays were sent to Eaton to be included in the factory acceptance testing (FAT).

DCI HVAC System Rehabilitation/ Replacement (FY23)

Status: No activity this month.

DCI U1 & U2 Restoration and Plant Electrical Upgrades

Status: Two separate arc flash incidents occurred in summer 2024 resulting in the loss of the motor control controllers for Units 1 and 2. The Water Authority is currently in contract with Rexel to provide Eaton manufactured materials to restore the plant. The material submittal was approved by the WA in late February 2025, with delivery of parts scheduled in September.

SLDMWA, USBR, Ulteig and DHR continued to work on restoring pump units 1 and 2, including plant improvements recommended by USBR. The control boards for Units 1 and 2 has been purchased and are ready for Factory Acceptance Testing. Plant improvements completed to date include installation of Fire Alarm System, UPS and Automatic Transfer Switch (ATS). Improvements to Annunciation, Synchronizing Clock, and Protective Relays are still in process. Also, SLDMWA has been working on multiple tests and maintenance activities as required by USBR.

The installation of parts was previously scheduled for September, however it is being rescheduled to minimize water delivery impacts. Staff is working with

EXTRAORDINARY O&M and CAPITAL PROJECTS

Rexel to reschedule the installation in November & December of this year, which may result in a significant cost increase.

MULTIPLE FACILITIES

TAO/LBFO Electric Vehicle Charging Stations – Phase 1 (FY25)

Status: The Water Authority is in a professional services agreement with a consultant to develop a comprehensive plan to ensure the Authority is CARB compliant and has a well thought out plan regarding the purchase of zero emission vehicles. Last month the consultant delivered a draft fleet planning memo, which staff is reviewing. Contract is nearing completion.

WATER OPERATIONS REPORTING





San Luis & Delta-Mendota Water Authority
OPERATIONS SUMMARY

NOTE: ALL FIGURES ARE IN ACRE FEET

	June-2025	June-2024
JONES PUMPING PLANT - PUMPED	186,405	228,767
DCI PLANT - PUMPED	1,394	17,117
DCI PLANT - RETURNED	0	0
O'NEILL P/G PLANT - PUMPED	28,998	47,813
O'NEILL P/G PLANT - GENERATED	15,691	3,645
DMC DELIVERIES	54,750	53,649
RIVER/WELL/RECYCLE WATER INTO DMC	5,252	7,181
MENDOTA POOL DELIVERIES	115,849	115,866
SHASTA RESERVOIR STORAGE	3,788,100	3,999,800
SAN LUIS RESERVOIR STORAGE	972,567	1,001,165
* FEDERAL SHARE	448,349	655,086

	June-2025	June-2024
*SAN LUIS UNIT DELIVERIES	18,910	16,873
SAN LUIS UNIT WELL WATER	0	0
SAN FELIPE UNIT DELIVERIES	8,829	9,793

Jones Pumping Plant monthly average = 3,105 cfs



San Luis & Delta-Mendota Water Authority
Monthly Deliveries
June 2025

Date: 7/17/25

<u>District/Other</u>	Total Available Water into System (INCOMING) (Acre Feet)	AG/Refuge Deliveries (Acre Feet)	M & I Deliveries (Acre Feet)	Total Deliveries (OUTGOING) (Acre Feet)
Total Pumped @ Jones Pumping Plant	186,405			
Total Pumped @ DCI	(1,394)			
Total Reversed @ DCI	0			
City of Tracy		0	926	926
Byron Bethany I.D.		592	2	594
West Side I.D.		0	0	0
Banta Carbona I.D.		0	0	0
West Stanislaus I.D.		3,295	0	3,295
Patterson I.D.		0	0	0
Del Puerto W.D.		13,326	4	13,330
Central California I.D. - above check #13		2,852	0	2,852
Santa Nella County W.D.		0	0	0
Volta Wildlife Mgmt. Area (Fish & Game)		143	0	143
Fish & Wildlife (Volta) Santa Fe - Kesterson		0	0	0
Grasslands W.D. (Volta)		12	0	12
Total Pumped @ O'Neill PP	(28,998)			
Total Generated @ O'Neill PP	15,691			
Central California I.D. - below check #13		23,348	0	23,348
Grasslands W.D. (76.05-L)		2,322	0	2,322
Fish & Game Los Banos Refuge (76.05-L)		150	0	150
Fish & Wildlife Kesterson (76.05-L)		519	0	519
Freitas Unit (76.05-L)		314	0	314
Salt Slough Unit (76.05-L)		235	0	235
China Island (76.05-L)		387	0	387
San Luis W.D.		1,198	0	1,198
Panoche W.D.		2,019	2	2,021
Eagle Field W.D.		268	0	268
Oro Loma W.D.		0	0	0
Mercy Springs W.D.		0	0	0
Firebaugh Canal W.D. (D.M.C.)		2,836	0	2,836
River and Groundwater well pump-in	3,641			
North Valley Regional Recycled Water Program	1,611			
Change in Canal Storage	179			
Wasteway Flushing and Spill	0			
Total Available in Delta-Mendota Canal	177,135			
TOTAL DELIVERY FROM DELTA-MENDOTA CANAL	(54,750)	53,816	934	54,750
Theoretical DMC Delivery to Mendota Pool	122,385			
Total Metered DMC Delivery to MP	117,770			
Estimated (Loss) or Gain in DMC	(4,615)			
Estimated % Loss or Gain in DMC	-2.22%			



San Luis & Delta-Mendota Water Authority
Monthly Deliveries
June 2025

<u>District/Other</u>	Total Available Water into System (INCOMING) (Acre Feet)	AG/Refuge Deliveries (Acre Feet)	M & I Deliveries (Acre Feet)	Total Deliveries (OUTGOING) (Acre Feet)
Estimated DMC Inflow to MP	117,770			
Mendota Pool Groundwater Well Pump-In	2,423			
(+)SJRRP Releases into Mendota Pool	4,752			
(+)Available Flood Releases from Friant into Mendota Pool	0			
(+)Other San Joaquin River Water	0			
(+)Kings River Flood Releases into Mendota Pool	0			
<u>Mendota Pool Delivery Information</u>				
<u>Exchange Contractors:</u>				
Central California Irrigation District (CCID)		56,564	0	56,564
Columbia Canal Company (CCC)		8,521	0	8,521
Firebaugh Canal Water District (FCWD)		4,981	0	4,981
San Luis Canal Company (SLCC)		23,482	0	23,482
<u>Refuge:</u>				
Conveyance Losses		680	0	680
Calif Dept of F/G-LB Unit (CCID)		50	0	50
Calif Dept of F/G-LB Unit (SLCC)		36	0	36
Calif Dept of F/G-Salt Slough Unit (CCID)		78	0	78
Calif Dept of F/G-China Island Unit (CCID)		129	0	129
US Fish & Wildlife-San Luis Refuge (SLCC)		1,910	0	1,910
US Fish & Wildlife-Freitas (CCID)		105	0	105
US Fish & Wildlife-Kesterson (CCID)		173	0	173
Grasslands WD (CCID)		501	0	501
Grasslands WD (SLCC)		0	0	0
Grasslands (Private)		273	0	273
San Luis WD Conveyance (CCID)		250	0	250
Del Puerto WD Conveyance (CCID)		0	0	0
<u>San Joaquin River Restoration Project:</u>				
SJRRP		4,304		4,304
<u>Other: (see MP Operations Report)</u>		13,812	0	13,812
<i>Total Available Water in Mendota Pool</i>	124,945			
TOTAL DELIVERY FROM MENDOTA POOL (115,849)	(115,849)	115,849	0	115,849
*Estimated (Loss) or Gain in Mendota Pool	(9,096)			
*Estimated % Loss or Gain in Mendota Pool	-7.28%			
Total System Delivery	(170,599)			
*Total Estimated System (Loss) or Gain (13,711)	(13,711)			
*Total Estimated % System Loss or Gain -6.39%	-6.39%			

Special Notes:



Jones Pumping Plant
June - 2025

Date	# OF UNITS	TIME ON/OFF	AVG DAILY CFS
1	4	Continuous	3426
2	4	12:00-00:00	3221
3	4	Continuous	3217
4	3	00:01	2687
5	3	Continuous	2696
6	3	Continuous	2697
7	3	Continuous	2699
8	3	Continuous	2704
9	3	Continuous	2708
10	3	Continuous	2721
11	3	Continuous	2705
12	3	Continuous	2716
13	4	00:01	3243
14	4	Continuous	3225
15	4	Continuous	3232
16	4	Continuous	3320
17	4	00:01	3330
18	4	Continuous	3217
19	4	Continuous	3207
20	4	Continuous	3158
21	4	Continuous	3206
22	4	Continuous	3208
23	4	Continuous	3216
24	4	Continuous	3216
25	4	Continuous	3218
26	4	Continuous	3207
27	4	Continuous	3235
28	4	Continuous	3203
29	5	00:01	4212
30	5,4,5	12:00	3930
31			
AVG CFS for the month			3133



NON-PROJECT WATER CREDITS REPORT
(ALL FIGURES IN ACRE FEET)
June 2025 WA Credits

Date: 7/2/25

CREDITS UNDER WARREN ACT CONTRACTS									
Turnout	Start Meter Reading	End Meter Reading	Factor	Adjust	District	Total	Less 5%	Month	Year
3.32-R1	0	0	1	0	BBID	0	0	0	0
3.32-R2	0	0	1	0	BBID	0	0	0	0
3.32-R3	15,587	16,485	1	0	BBID	898	(45)	853	853
13.31-L	4,804	4,804	1	0	BBID	0	0	0	0
15.11-R	3,609	3,609	1	0	BBID	0	0	0	36
20.42-L	56,268,308	56,874,389	1	0	BCID	0	0	0	0
20.42-L	56,268,308	56,874,389	1	0	USBR/FWA	1,860	0	1,860	8,099
21.12-L	990	990	1.01	0	DPWD	0	0	0	0
21.86-L	771	771	1	0	DPWD	0	0	0	0
24.38-L	3,081	3,081	1	0	DPWD	0	0	0	0
29.95-R	1,342	1,342	0.87	0	DPWD	0	0	0	0
30.43-L	7,464	7,464	1	0	DPWD	0	0	0	0
30.43-R	2,123	2,123	0.92	0	DPWD	0	0	0	0
30.95-L	2,157	2,157	1.03	0	DPWD	0	0	0	0
31.31-L1	0	172	1	0	WSTAN	172	(9)	163	163
31.31-L2	0	172	1	0	DPWD	0	0	0	0
31.31-L3	0	172	1	0	PID	0	0	0	0
31.60-L	8,183	8,183	0.93	0	DPWD	0	0	0	0
32.35-L	1,801	1,801	0.86	0	DPWD	0	0	0	0
33.71-L	760	761	0.94	(1)	DPWD	0	0	0	0
36.80-L	1,856	1,856	1	0	DPWD	0	0	0	0
37.10-L	3,875	3,875	0.94	0	DPWD	0	0	0	0
37.32-L	2,653	2,653	0.91	0	DPWD	0	0	0	0
42.50-R	0	0	0.96	0	DPWD	0	0	0	0
42.53-L	8,047,943	8,081,270	1	0	PID	0	0	0	0
42.53-L	8,047,943	8,081,270	1	0	DPWD	0	0	0	0
42.53-L	8,047,943	8,081,270	1	0	USBR/FWA	765	0	765	4,676
43.22-L	55	55	1	0	DPWD	0	0	0	0
48.97-L	881	881	1	0	SLWD	0	0	0	373
50.46-L	6,026	6,026	1.07	0	DPWD	0	0	0	0
51.00-R	297	297	0.89	0	DPWD	0	0	0	0
51.66-L	3,435	3,435	0.98	0	DPWD	0	0	0	0
52.40-L	4,966	4,966	1	0	DPWD	0	0	0	0
58.28-L	3,371	3,371	1.02	0	SLWD	0	0	0	0
58.60-L	917	917	0.96	0	DPWD	0	0	0	0
58.73-R	494	494	1	0	DPWD	0	0	0	0
64.85-L	1,662	1,662	0.72	0	DPWD	0	0	0	0
UPPER DMC SUB TOTAL								3,641	14,200



NON-PROJECT WATER CREDITS REPORT

(ALL FIGURES IN ACRE FEET)

June 2025 WA Credits

CREDITS UNDER WARREN ACT CONTRACTS									
Turnout	Start Meter Reading	End Meter Reading	Factor	Adjust	District	Total	Less 5%	Month	Year
78.31-L	4,469	4,469	1.08	0	SLWD	0	0	0	0
79.12-R	6,051	6,051	0.91	0	SLWD	0	0	0	87
79.13-L	1,546	1,546	1	0	SLWD	0	0	0	156
79.13-R	5,033	5,033	1.08	0	SLWD	0	0	0	56
79.60-L	7,413	7,413	0.84	0	SLWD	0	0	0	140
80.03-L	838	838	0.94	0	SLWD	0	0	0	0
80.03-R	717	717	1.05	0	SLWD	0	0	0	0
98.60-R	14,194	14,194	1	0	PANOCH/MS	0	0	0	0
98.74-L	5,695	5,695	1.14	0	PANOCH/MS	0	0	0	0
99.24-L	10,493	10,493	0.92	0	PANOCH/MS	0	0	0	0
100.70-L	6,211	6,211	1	0	PANOCH/MS	0	0	0	0
102.04-R	4,090	4,090	1	0	WIDREN WD	0	0	0	0
LOWER DMC SUB TOTAL								0	439
WARREN ACT CONTRACT CREDIT TOTAL								3,641	14,639
TOTAL GROSS PUMP-IN								CREDIT	
TOTAL (BYRON BETHANY IRRIGATION DISTRICT)						0		0	36
TOTAL (BANTA CARBONA IRRIGATION DISTRICT)						0		0	0
TOTAL (DEL PUERTO WATER DISTRICT)						0		0	0
TOTAL (WEST STANISLAUS IRRIGATION DISTRICT)						0		0	0
TOTAL (PATTERSON IRRIGATION DISTRICT)						0		0	0
TOTAL (SAN LUIS WATER DISTRICT)						0		0	812
TOTAL (PANOCH/MS WATER DISTRICT)						0		0	0
TOTAL (MERCY SPRINGS WATER DISTRICT)						0		0	0
TOTAL (WIDREN WATER DISTRICT)						0		0	0
Other Warren Act Conveyance Credit Totals									
Del Puerto Water District:						0		0	0
Banta Carbona Irrigation District:						0		0	0
West Stanislaus Irrigation District:						172		163	163
Byron Bethany Irrigation District:						898		853	853
Patterson Irrigation District:						0		0	0
San Joaquin River Restoration Pump Back BCID:						1,860		1,860	8,099
San Joaquin River Restoration Pump Back PID:						765		765	4,676
Central California Irrigation District L.B. Creek Diversion Structure						0		0	0
Grassland Water District L.B. Creek Diversion Structure						0		0	0
San Luis Water District L.B. Creek Diversion Structure						0		0	0



MENDOTA POOL OPERATIONS
2025
ALL FIGURES IN ACRE-FEET

Date: 7/7/25

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
FRESNO SLOUGH	0	0	0	0	0	0							0
TPUD	0	0	22	0	0	15							37
JAMES I.D.	1,033	2,260	45	1,192	3,960	7,003							15,493
WESTSIDE AGRICULTURE ₃	1,035	687	23	77	206	190							2,218
M.L. DUDLEY & INDART ₁	31	32	314	451	167	256							1,251
MID VALLEY (Kings River)	0	0	0	0	0	0							0
REC. DIST. 1606	0	0	0	0	75	19							94
STATE FISH & WILDLIFE	1,674	874	245	849	1,443	860							5,945
TRACTION	651	159	170	559	782	749							3,070
UNMETERED	25	45	20	120	140	100							450
Total	2,350	1,078	435	1,528	2,365	1,709							9,465
COELHO FAMILY TRUST ₂	160	116	328	834	952	775							3,165
TRANQUILITY I.D.	0	1,081	1,378	2,363	4,033	3,723							12,578
WESTLANDS LATERAL-6	0	0	0	0	138	0							138
WESTLANDS LATERAL-7	0	0	0	0	0	0							0
CARVALHO TRUST	0	15	40	89	134	122							400
TOTAL	4,609	5,269	2,585	6,534	12,030	13,812	0	0	0	0	0	0	44,839

NUMBERS SHOWN IN **BOLD** WERE REVISED AFTER DISTRIBUTION OF REPORT

1 aka COELHO-GARDNER-HANSEN 2 aka TERRA LINDA FARMS 3 aka MEYERS FARMING

Article 215 Water

n/a

Kings River Water

n/a

Duck Clubs (Percent Full)

BECK	120	PATOS	COLE	TRANQUILITY	1 ACRE
0%	0%	0%	0%	0%	0%

Jan, 2025

DMC Inflow 22,037 AF

James Bypass Flows 0 AF

Feb, 2025

DMC Inflow 38,728 AF

James Bypass Flows 0 AF

Mar, 2025

DMC Inflow 39,251 AF

James Bypass Flows 0 AF

Apr, 2025

DMC Inflow 49,637 AF

James Bypass Flows 0 AF

May, 2025

DMC Inflow 89,456 AF

James Bypass Flows 0 AF

June, 2025

DMC Inflow 117,770 A.F

James Bypass Flows 0 AF

July, 2025

DMC Inflow AF

James Bypass Flows AF

Aug, 2025

DMC Inflow AF

James Bypass Flows AF

Sept, 2025

DMC Inflow AF

James Bypass Flows AF

Oct, 2025

DMC Inflow AF

James Bypass Flows AF

Nov, 2025

DMC Inflow AF

James Bypass Flows AF

Dec, 2025

DMC Inflow AF

James Bypass Flows AF



**MENDOTA POOL WELL PUMP IN
2025**
(ALL FIGURES IN ACRE-FEET)

Date: 7/7/2025

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
COELHO FAMILY TRUST ¹	0	5	200	1,506	1,565	441							3,717
M.L. DUDLEY & INDART ²	0	37	13	0	557	530							1,137
FORDEL	0	505	511	440	428	372							2,256
COELHO WEST	0	0	47	76	314	262							699
CASACA VINYARDS	0	0	46	185	180	89							500
DPF	0	0	0	0	0	0							0
SOLO MIO	0	0	14	75	80	90							259
BAKER FARMS	0	0	0	0	0	0							0
FARMERS W.D.	0	0	184	973	991	0							2,148
WESTSIDE AGRICULTURE ³	0	0	28	104	189	236							557
WESTSIDE AGRICULTURE BANKED ³	0	0	0	0	0	0							0
SILVER CREEK	0	0	53	233	374	114							774
TRANQUILITY I.D.	0	0	0	0	0	0							0
FCWD	0	0	0	69	80	68							217
ALMENDRA	0	0	0	0	114	168							282
YRIBARREN FARMS	0	0	0	0	0	0							0
CARVALHO TRUST	0	0	0	0	76	53							129
ETCHEGOINBERRY	0	0	0	0	0	0							0
FRESNO SLOUGH W.D.	0	0	0	0	0	0							0
LSK-1	0	0	0	0	0	0							0
TOTAL	0	547	1,096	3,661	4,948	2,423	0	0	0	0	0	0	12,675

NUMBERS SHOWN IN **BOLD** WERE REVISED AFTER DISTRIBUTION OF REPORT

¹ aka TERRA LINDA FARMS

² aka COELHO-GARDNER-HANSEN

³ aka MEYERS FARMING

Spill Back Credit

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
James ID (per JID)	1594	0	1172	1720	0	0							4486

TABLE 19: GOVERNOR EDMUND G. BROWN CALIFORNIA AQUEDUCT
SAN LUIS FIELD DIVISION MONTHLY DELIVERIES

JUNE 2025

REACH TOTALS	POOL	INFLOW INTO AQUEDUCT	CUSTOMERS	AMOUNT IN AF
R3A 8829			Parks & Rec. @ San Luis Reservoir	0
			Santa Clara Valley Water District	7777
			Casa de Fruta (Santa Clara Valley Water District)	0
			San Benito Water District	1052
R3 850	13		CDFW @ O'Neill Forebay	107
	13		Parks & Rec. @ O'Neill Forebay	1
	13		Cattle Program @ O'Neill Forebay	0
	13		Santa Nella County Water District	29
	13		San Luis Water District	713
R4 34667	14		City of Dos Palos	183
	14		Pacheco Water District	1691
	14		San Luis Water District	7064
	14		Panoche Water District	59
	15		San Luis Water District	2600
	15		Panoche Water District	6598
	15		Westlands Water District	16472
R5 69491	16		CDFW @ Lat. 4L (Pilibos)	0
	16		CDFW @ Lat. 4L	88
	16		CDFW @ Lat. 6L	0
	16		CDFW @ Lat. 7L	0
	16		Westlands Water District	18024
	17		Westlands Water District	18809
	18		DWR Truck @ 13R	0
	18		City of Coalinga	1106
	18		Pleasant Valley Pumping Plant	14382
	18		Westlands Water District	17082
R6 32236	19		Alta Gas	0
	19		City of Huron (P&R-Area 11) @ 22R	3
	19		DWR Water Truck @ 22R/CDFW @ 22R	0
	19		Lemoore N.A.S. thru WWD 28L,29L,&30L	249
	19		Kings County thru WWD 30L	0
	19		Westlands Water District	31984
R7 25461	20		City of Huron @ 23R	85
	20		DWR Water Truck @ 23R	0
	20		Westlands Water District	19737
	21		City of Avenal	274
	21		Kings County thru WWD 37L,38L	0
	21		Westlands Water District	5365
171534		0	<---TOTALS--->	171534
TOTALS BY CUSTOMERS				
Inflow Into Aqueduct:				
0 AF TOTAL for PUMP-IN				
0 AF TOTAL for FLOOD				
			Santa Nella County Water District	29
			Pacheco Water District	1691
			San Luis Water District	10377
			Panoche Water District	6657
			Westlands Water District	141855
			AltaGas	0
			City of Huron @ 23R	85
			City of Huron (P&R/Area 11 @ 22R)	3
			Lemoore N.A.S. thru WWD @ 28L,29L&30L	249
			Kings County thru WWD Laterals	0
			City of Avenal	274
			City of Dos Palos	183
			City of Coalinga	1106
			CDFW @ O'Neill Forebay	107
			San Felipe -Pacheco Tunnel	8829
			CDFW @ 4L, 6L, 7L	88
			DWR Water Truck @ 13R	0
			Parks & Recreation	1
			Cattle Program @ O'Neill Forebay	0
Customers Total:				171534
Pool 12 - Reach 2B				
VA Turnout Use AF = 48				
DWR 3137(Rev.9/15)				171582



Monthly Availability Report

CW "Bill" Jones Pumping Plant

June - 2025

Unit #	Max Hours	Scheduled Outages (1)	%	Unscheduled Outages (2)	%	Over-all Availability %	Starts	Comments
							Pump	
Unit-1	720	0.0	0.00%	0.0	0.00%	100.00%	1	
Unit-2	720	632.2	87.81%	0.0	0.00%	12.19%	1	Clearance for Warranty inspection
Unit-3	720	0.0	0.00%	0.0	0.00%	100.00%	1	
Unit-4	720	0.0	0.00%	0.0	0.00%	100.00%	1	
Unit-5	720	0.0	0.00%	0.0	0.00%	100.00%	2	
Unit-6	720	0.0	0.00%	223.0	30.97%	69.03%	2	Clearance for Field Ground Detection returned 6/10/2025
Total	4320	632.2	15%	223.0	5.16%	79.84%	8	

Notes:

(1) Planned maintenance

(2) Emergency outages and maintenance performed with less than 24 hours advance notice



Monthly Availability Report

O'Neill Pump/Generating Plant

June - 2025

Unit #	Max Hours	Scheduled Outages (1)	%	Unscheduled Outages (2)	%	Over-all Availability %	Starts		Comments
							Pump	Gen	
Unit-1	720	0.0	0.00%	0.0	0.00%	100.00%	0	1	
Unit-2	720	0.0	0.00%	0.0	0.00%	100.00%	6	0	
Unit-3	720	0.0	0.00%	0.0	0.00%	100.00%	3	3	
Unit-4	720	182.1	25.29%	0.0	0.00%	74.71%	0	1	On Clearance for Annual Maintenance
Unit-5	720	0.0	0.00%	0.0	0.00%	100.00%	6	0	
Unit-6	720	0.0	0.00%	0.0	0.00%	100.00%	1	2	
Total	4320	182.1	4%	0.0	0.00%	96.00%	16	7	

Notes:

(1) Planned maintenance

(2) Emergency outages and maintenance performed with less than 24 hours advance notice



Monthly Availability Report

DCI Pumping Plant

June - 2025

Unit #	Max Hours	Scheduled Outages (1)	%	Unscheduled Outages (2)	%	Over-all Availability %	Starts	Comments
							Pump	
Unit-1	720	24.0	3.33%	696.0	96.67%	0.00%	0	
Unit-2	720	24.0	3.33%	696.0	96.67%	0.00%	0	
Unit-3	720	0.0	0.00%	11.5	1.60%	98.40%	3	Tube clearance inspection and Clock replacement
Unit-4	720	0.0	0.00%	11.6	1.61%	98.39%	3	Tube clearance inspection and Clock replacement
Unit-5	720	0.0	0.00%	11.6	1.61%	98.39%	3	Clock Replacement
Unit-6	720	0.0	0.00%	11.7	1.63%	98.37%	3	Clock Replacement
Total	4320	48.0	1%	1438.4	33.30%	65.70%	12	

Notes:

(1) Planned maintenance

(2) Emergency outages and maintenance performed with less than 24 hours advance notice



STAFF MEMORANDUM

TO: Board Members and Alternates

FROM: Scott Petersen, Water Policy Director
Cynthia Meyer, Special Programs Manager

DATE: August 7, 2025

RE: Update on Science Program

SUMMARY

The San Luis & Delta-Mendota Water Authority's ("Water Authority") current science commitments for Fiscal Year 26 (March 1, 2025 – February 28, 2026) may be considered in two categories. First, the Water Authority re-budgeted \$265,000 from the FY25 budget to fund three activities and/or studies previously authorized to be funded. Second, the Water Authority has budgeted \$591,250 in the current budget for science studies. More detail regarding the various science commitments is provided below. In total, the Water Authority started the current fiscal year with approximately \$856,000 available to fund science, of which \$504,296 has been obligated, and another \$17,764 has been committed.

1. Previous Commitments - \$265,000 in FY 26 Budget

Subject	Description of Work / Objective(s)	FY 26 Budget
Joint Funding Delta Coordination Group Structured Decision-making Facilitation	Funds support and assistance with the structured decision making for recommendations for summer-fall habitat actions for delta smelt by the Delta Coordination Group to the U.S. Bureau of Reclamation and the Department of Water Resources. Main contract with Dr. Jennie Hoffman with Adaptation/Insight, using Compass Resources.	\$15,000
University of California, Merced Science Partnership	Funds support initiating a partnership with the University of California, Merced, for capacity building in the Science Enterprise and to conduct research into issues of importance to member agencies. <ol style="list-style-type: none">1. Water Regulations Workbook2. Economic Modeling Project	\$250,000

2. New Science - \$591,000 in FY 26 Budget

Subject	Description of Work / Objective(s)	FY 26 Budget
Science Studies/Efforts		\$591,000
SLDMWA Technical, Science and Regulatory Support	<p>Funds will be used for engagement in Science Program, technical or regulatory efforts that arise in FY 2026. Anticipated use includes technical support for the implementation of long-term operations of the CVP and SWP and supporting E.O. 14181, ESA/CESA listing decisions, and engagement in efforts associated with the Bay-Delta Plan Update and HRL Science Plan.</p> <p>Funding obligated to date includes:</p> <ol style="list-style-type: none"> 1. Facilitation and Technical Support for Development of Healthy Rivers and Landscapes 2. Science and Water Operations Technical Support 3. Recreational Ocean Harvest Monitoring Survey and Development of Machine Learning Video Analytical Tool 	\$200,000
LTO Implementation – Special Studies Program	Funds support special studies to enhance the scientific basis for implementation of the Long-term Operations of the CVP.	\$150,000
Delta Coordination Group Summer Fall Habitat Action Structured Decision-Making Facilitation Support	Funds support facilitation and assistance with Delta Coordination Group Structured Decision Making for Delta Coordination Group recommendations to Reclamation and DWR related to Summer Fall Habitat Actions in the Biological Opinions and State Incidental Take Permit. Project jointly funded with State Water Contractors and the contract is with Compass Resources, with a subcontract held by Jennie Hoffman of Adaptation/Insight, who is performing facilitation support services for the Group.	\$10,000
Dissolved Oxygen Aerator	Joint funded project to maintain the Dissolved Oxygen Aerator at the Port of Stockton to meet Water Quality Standards.	\$6,250
University of California, Merced Science Partnership	Funds will be used to expand the partnership with the University of California, Merced, established last fiscal year, for capacity building in the Science Enterprise and to conduct research into issues of importance to member agencies.	\$225,000

SCIENCE PROGRAM ACTIVITIES:

Staff participates in several science forums and coordination activities. The highlights include:

Agreements for Healthy Rivers and Landscapes (“Agreements”) Science Committee (Bay-Delta Plan Update):

The Agreements Science Committee requested an independent science review of the revised Science Plan by the Delta Science Program. The review was completed in July 2025. Staff is participating in the consideration of suggestions from the final review. Tributary specific draft science plans will be available for review in Fall 2025. Staff is assisting with the development of the Data Management Strategy associated with the science plan activities.

Delta Coordination Group (DCG):

The DCG is undertaking the development of a synthesis report to review the effects of previous summer-fall habitat actions to better inform future adaptive management decisions. For the 2025 Summer-Fall Action, DWR began a 60-day operation of the Suisun Marsh Salinity Control Gates for June 23, 2025 through August 22, 2025. In addition, DWR submitted a permit amendment to not implement Fall X2 in 2025. The permit amendment is undergoing review.

ESA Consultation for the Long-Term Operations of the CVP and SWP

Staff is participating in initial discussions pertaining to the revision of the 2024 Record of Decision. The Presidential memorandum requires Reclamation to modify the recently signed Record of Decision. The 2024 LTO documents are available on the Reclamation website: <https://www.usbr.gov/mp/bdo/lto/index.html>

The National Academies of Sciences, Engineering, and Medicine independent review of the Long-term Water Operations of the CVP and SWP is currently holding closed workshops to develop the final report. The draft report is anticipated for Summer 2025. The draft report will be distributed for selected reviewers prior to public release. Staff may be contacted to conduct the upcoming review. Information and recordings of the public meetings and presentations are available at <https://www.nationalacademies.org/our-work/review-of-the-long-term-operations-of-the-central-valley-project>

Science Coordination:

The Science Coordination Workgroup met on July 23, 2025. Staff provided an update on the Science Program accomplishments including the two task orders for the UC Merced agreement, activities pertaining to Golden Mussels, objectives for the year, and potential projects. The quarterly Science Coordination Workgroup meeting will be held on October 22, 2025.

The Science Coordination Workgroup is supporting the 2025 Ocean Recreational Salmon Fishing Monitoring project led by Brad Cavallo. There is a well-known data gap of information connecting the ocean fishing harvest to the returning spawning population in the rivers. The integration of

August 7, 2025

Page 4 of 4

improved recreational harvest data will assist with the population estimates. The recreational fishery was only allowed to harvest one weekend in June. This concentrated season provided an opportunity to deploy video monitoring stations to estimate the increase in fishing effort. Further information will be provided after the analysis is completed.

Staff has been participating in the Golden Mussel Response Task Force meetings, coordinating with Valley Water, Westlands, and Contra Costa, and working with staff to begin a monitoring and response plan in the Delta-Mendota Canal. Golden Mussels are an invasive species first detected in October 2024. Similar to Quagga/Zebra Mussels, the Golden Mussels have potential to impact infrastructure with their expedient colonization. Staff placed monitoring plates in April 2025 along the Delta Mendota Canal and pumping plants. The plates are examined monthly. Golden Mussels have been detected at Jones Pumping Plant and O'Neill forebay and pumping plant.



MEMORANDUM

TO: SLDMWA Board of Directors, Alternates

FROM: Scott Petersen, Water Policy Director
Chris Linneman, Regional Drainage Coordinator
Orvil McKinnis, Westside Watershed Coalition Coordinator

DATE: August 8, 2025

RE: Activity Agreements – Staff Report for July 2025

This memorandum serves as the Staff Report for July 2025 regarding specified¹ Water Authority activities not separately addressed on the Board meeting agenda.

1. Integrated Regional Water Management (IRWM) Activity Summary

General Westside-San Joaquin Integrated Regional Water Management Plan (IRWMP)

Self-Help Enterprises is revising a draft Community Water Needs Assessment for disadvantaged communities (DACs) in the Westside San Joaquin IRWM Region, incorporating revisions from staff. The Assessment is being updated to identify and prioritize the most critical drinking water needs for DACs in the region, especially during drought years. The revised draft will be distributed to an IRWM Activity Agreement Member subcommittee for review and input prior to completion, which is anticipated in August.

At present, all tasks for the Proposition 1 IRWM grant are on schedule. An amendment request letter for Amendment 7 was submitted to DWR on May 9th to accommodate construction delays for both CCID and Westlands. The requested amendment would extend the agreement end date to June 30, 2026 with no funds to be requested after September 30, 2026. DWR has granted the amendment request and the term of the grant has been extended to June 30, 2026.

Authority staff is coordinating with the IRWM Roundtable of Regions on relevant asks associated with additional rounds of state funding from Proposition 4 to support IRWMP implementation throughout California, with a focus on advancing key priorities for the IRWM region, including support for water storage, conveyance, and community drinking water reliability improvement projects.

Finally, staff has executed a contract with The Ferguson Group for grant support to support implementation of IRWM projects in the region. Staff will be rolling out the introduction to the

¹ For the sake of completeness, this includes those Activity Agreements that have been approved by the Board of Directors, but not yet signed by all interested members and/or participants (i.e., the Los Vaqueros Expansion Project Activity Agreement, the Exchange Contractors 2019-2023 Transfer Program Activity Agreement, and the Westside-San Joaquin Integrated Regional Water Management Activity Agreement).

program for member agencies in August and September for calls for projects throughout the region to be aggregated into a master list to seek funding support.

2. Sustainable Groundwater Management Activity (SGMA) Activity Summary

General SGMA Activities

The Annual Report was submitted for 2024 and preliminary water level and quality measurements were taken and are being uploaded by the GSAs into the subbasin database for evaluation by technical consultants for the 2025 report and associated monitoring for GSP implementation.

The various Committees authorized approval of a Subbasin Well Mitigation Plan, and continued discussions around transitioning to a new fiscal and administrative agent in the FY27 year, consistent with Authority engagement in implementing the Strategic Plan.

Groundwater Sustainability Agencies (GSAs) in the Delta-Mendota Subbasin have finalized and adopted Pumping Reduction Plans (PRPs) for their respective Zones. The PRPs are part of the adopted GSP for the Subbasin. They are specific to identified “zones” and are a key component to effective local SGMA implementation. The PRPs will guide GSAs as they seek to avoid “undesirable results” as defined in the law for six sustainability indicators. These indicators include groundwater levels, subsidence, water quality, loss of storage, and interconnected surface water. PRPs began implementation in January 2025.

Finally, the Delta-Mendota and Tracy Groundwater Subbasins held a joint meeting to discuss coordination of groundwater management at the boundaries of each basin, with the intention of ensuring each basin is able to implement their Groundwater Sustainability Plans without impact to each other.

Coordinated Activities

A subgroup of Coordination Committee members and technical consultants are meeting with State Water Resources Control Board (SWRCB) staff as the Subbasin seeks to avoid a possible “Probation” designation. SWRCB Staff continues to request additional details on the GSP’s proposed actions on the water quality sustainability indicators, but positive momentum is occurring and there is hope for a successful resolution to the remaining issue.

Finally, work continues to advance the construction of three interconnected surface water monitoring well installations and continuous GPS monitoring stations to improve the subsidence monitoring network. Authority staff are coordinating with needs for the Delta-Mendota Canal, in addition to the general monitoring network, in discussions about subsidence monitoring stations.

Finally, staff is coordinating with consultants about potential improvements to the Data Management System to enable the development of a dashboard to track implementation of

groundwater requirements in the Groundwater Sustainability Plan for GSAs in the Delta-Mendota Subbasin.

3. Drainage Activity Summary

Grassland Basin Drainage Management Steering Committee Activity Summary

The Grassland Bypass Channel gates have remained closed since February of 2024 despite substantial rain events in February and March. Selenium concentrations in Mud Slough and the San Joaquin River remain below the water quality objective.

GBP Activities

- General administration: Review and approve consultant billing. Field review of drainage conditions and correspondence with SJRIP manager. Correspondence with Regional Board staff occurred as required.
- Grower outreach: A Grower Outreach meeting was held on June 11 to cover the requirements of the surface water and groundwater waste discharge orders. Approximately 20 growers attended the meeting.
- Mud Slough Restoration Project: The intent of this project is to restore Mud Slough in accordance with the 2010 MOU between the Authority and California Department of Fish and Wildlife (CDFW). The Water Authority adopted the CEQA for the project in December 2021, which was not challenged. CDFW provided a letter in January 2024 that accepted the Water Authority's proposed actions to restore Mud Slough as it relates to the MOU, focused on the removal of old flow control structures. GDA is coordinating with CDFW to remove those structures. There is an issue separate from the MOU concerning restoring Mud Slough flows into Newman Lake. Alternatives to address that are still in discussion.
- Compliance Monitoring: Monitoring in compliance with the 2019 revised WDRs and 2019 Use Agreement is a continuous and daily effort. Regular flow, water quality and toxicity monitoring are required at eight locations at a frequency that varies from monthly to daily.
- Grassland Drainage Area Coalition: Work continues to provide coverage for farmers within the Grassland Drainage Area for the Irrigated Lands Regulatory Program.
- Proposition 84 Grant: Work is ongoing to support the Prop 84 Grant administered by Panoche Drainage District for improvements to the San Joaquin River Improvement Project. The Short-Term Storage Basins construction is completion. Two additional projects are in progress.

San Luis & Delta-Mendota Water Authority
Contract/Procurement Activity Report
From July 1, 2025 to July 31, 2025

Date Executed	Contract Title	Vendor or Service Provider	Contract Amount	Contract Solicitation Type	Contract Type	Funding Source	Notes
7/8/2025	Document Management System	Sytech Solutions	\$121,700.00	Formal Request for Proposals	Nonprofessional Service	O&M Fund 10	Contract executed 7/8, work ongoing

CONTRACT CHANGE ORDER NOTIFICATIONS:

Date Executed	Contract Title	Vendor or Service Provider	Change Order Amount	Original Contract Amount	% Change	Justification
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NOTE: NO CONTRACT CHANGE ORDERS WERE ISSUED DURING THIS REPORT PERIOD

This Procurement Activity Report is intended to satisfy the requirements in the San Luis & Delta-Mendota Water Authority's Consolidated Procurement Policy that the Board be notified of all contracts awarded under informal and formal bidding procedures and single-source procedures, as well as certain change orders, promptly following award.



MEMORANDUM

TO: SLDMWA Finance & Administration Committee Members, Alternates
SLDMWA Board of Directors, Alternates

FROM: Pablo Arroyave, Chief Operating Officer
Rebecca Akroyd, General Counsel

DATE: August 4, 2025

RE: Adoption of Resolution Authorizing Adoption of Amendments to the San Luis & Delta-Mendota Water Authority Consolidated Procurement Policy

BACKGROUND

In 2009, the Authority adopted Resolution No. 2009-317, which memorialized and adopted Revised Regulations Governing Purchases of Supplies, Equipment and Services (Purchasing Policy). Subsequently, in April 2020, the Water Authority adopted Resolution No. 2020-458, which rescinded Resolution No. 2009-317 and adopted a Consolidated Procurement Policy. In May 2020, a minor revision was made to the Policy. No additional revisions have been made to the Policy since May 2020.

Given large projects like the B.F. Sisk Dam Raise & Reservoir Expansion Project and the Delta-Mendota Canal Subsidence Correction Project, and the possibility that the Authority may issue construction contracts for such projects, staff worked with outside consultants and counsel to develop proposed amendments to the Consolidated Procurement Policy to adopt procurement methodologies available to many other public entities for large construction projects provide additional flexibility in construction contracting, and to clarify other components of the policy.

ISSUE FOR DECISION

Whether the Finance & Administration Committee should recommend to the Board of Directors, and the Board of Directors should adopt the proposed resolution adopting amendments to the Consolidated Procurement Policy.

RECOMMENDATION

Staff recommends adoption of the proposed resolution.

ANALYSIS

Notable amendments to the Consolidated Procurement Policy include the following:

- Section 1.8: Clarifies that if informal procurement occurs and the selected bidder's price is $\leq 10\%$ above the informal bidding threshold stated in Section 1.5(a), then the Authority may award a

contract for substantially the same product(s) or service(s), or substantially the same construction project, by negotiating the price to be within the informal bidding threshold.

- Section 1.12: Updates provisions applicable to contracts involving Federal funding, consistent with current regulations. (Corresponding updates made to Section 4.8(b).)
- New Section 4.1: Adds new definitions for terms relevant to construction contracts, including Best value, Procurement Documents, RFI, RFP, and RFQ.
- Section 4.2: Adds detail to provisions governing competitive solicitation of construction contracts, explaining RFP process.
- New Section 4.9: Adds provisions to authorize procurement of design-build contracts under a specified competitive procedure for public works projects in excess of one million dollars.
- New Section 4.10: Adds provisions to authorize procurement of Construction Manager/General Contractor (CMGC) contracts under a specified competitive procedure for public works projects in excess of one million dollars.
- Section 4.11: Removes the reference to Public Contract Code sections 22160 et seq. to allow for greater flexibility in using legally-authorized construction contracting.
- New Article 5: Adds new article governing protest process, consistent with process currently described in Authority procurement documents.

Additional Detail About Design-Build and CMGC Contracts

Historically, contracts for construction often have been awarded on a “design-bid-build” methodology. Under that methodology, the awarding public entity contracts with an architect and/or engineer(s) to prepare plans and specifications. Following completion of the design, the public entity competitively bids the work and awards the contract to the bidder that submitted the low bid. Finally, the selected contractor constructs the project.

While this methodology works well for many contracts, it can result in the awarding public entity taking the risk of errors in the design for which the public entity may be responsible to the contractor but may not be able to recover from the design professional. Also, due to conflict-of-interest laws, this methodology generally prevents an awarding public entity from engaging its construction contractor during the design process to perform “preconstruction services,” such as identifying constructability concerns with the design and making advanced preparations to facilitate construction once the design is completed and approved (if necessary). As a result, this methodology may result in significant numbers of requests for information (“RFI”) to clarify the design and change orders to modify the design.

Different construction methodologies have been developed and adopted for other public entities to allow shifting of design risk and/or engaging a construction contractor earlier in the process to provide input on the design and facilitate timely and efficient construction of the project. These methodologies also allow for public entities to award construction contracts not only based on low price, but also to consider the construction contractor’s and its key personnel’s experience and expertise. Considering such experience and expertise is particularly critical in larger projects, projects with unusual or sensitive requirements, or projects with critical time constraints. The Authority proposes to adopt two such alternative methodologies: design-build and CMGC.

In design-build projects, the Authority would award a contract to a team of a construction contractor and licensed designers who will create the project design. The contract is awarded based on “best value,” which is the highest scored proposal considering price as well as non-price factors. Particularly with “progressive” design-build, where the contract is awarded earlier in the design process and the construction price (a guaranteed maximum price or “GMP”) is developed later through bidding, this allows the Authority to transfer essentially all design risk to the design-build entity. Even in traditional design-build, where the Authority provides more initial design development, most of the design risk is transferred to the design-builder. While design-build somewhat reduces the Authority’s control of design, the Authority still participates in review and ultimate approval of the design. The project benefits from engagement of the construction prime contractor, and sometimes key subcontractors, from the beginning. Design-build contracts also largely eliminate RFIs and change orders, other than changes based on the Authority’s discretion. Design-build projects also offer the flexibility of beginning construction of earlier project phases while the design of later phases of the project is being completed, which may save time.

In CMGC projects, the Authority contracts with the architect and/or engineers for the design. However, the Authority would award a contract to a construction contractor during the design process, allowing the contractor to participate in the design and provide input that may facilitate construction. Like design-build, the contract is awarded based on “best value,” and, like progressive design-build, the GMP is developed by bidding the construction work when the design is completed. While CMGC does not shift design risk, the involvement of the construction contractor earlier in the process allows for efficiencies and resolution of more ambiguities or constructability issues during design, minimizing RFIs, change orders, and delays. CMGC also allows for construction of a project in phases, while the design is being finalized.

Adoption of these additional construction methodologies will permit the Authority to select a process for larger construction projects that protects the cost benefits obtained through competitive bidding while allowing the Authority to gain the benefits of earlier contractor participation in design. These methodologies, which are well-established for other public entities, should allow for a smoother construction process for larger, more complex projects.

BUDGET IMPLICATIONS

The budget is not impacted by amendment of the Consolidated Procurement Policy.

ATTACHMENTS

1. Proposed Resolution Authorizing Adoption of Amendments to the San Luis & Delta-Mendota Water Authority Consolidated Procurement Policy
2. San Luis & Delta-Mendota Water Authority Consolidated Procurement Policy, showing proposed amendments in redline
3. San Luis & Delta-Mendota Water Authority Consolidated Procurement Policy, no redlines

SAN LUIS & DELTA-MENDOTA WATER AUTHORITY

RESOLUTION NO. 2025-

**RESOLUTION AUTHORIZING ADOPTION OF AMENDMENTS TO THE SAN LUIS
& DELTA-MENDOTA WATER AUTHORITY CONSOLIDATED PROCUREMENT
POLICY**

WHEREAS, the Board of Directors of the San Luis & Delta-Mendota Water Authority (the “Board” and the “Water Authority,” respectively), pursuant to the Water Authority’s procedures and the California Government Code, from time to time, may adopt policy for the administration of the Water Authority; and

WHEREAS, paragraph 6(o) of the Second Amended and Restated Joint Exercise of Powers Agreement for the Water Authority (the “Joint Powers Agreement”) provides for the exercise of powers by the Water Authority as follows: “to the extent not herein specifically provided for, to exercise any powers in the manner and according to methods provided in the laws applicable to the San Luis Water District;” and

WHEREAS, on April 9, 2020, the Board adopted Resolution No. 2020-458, which adopted a Consolidated Procurement Policy for the Water Authority; and

WHEREAS, subsequently, on May 14, 2020, minor revisions were made to the Consolidated Procurement Policy, consistent with Resolution No. 2020-458; and

WHEREAS, Water Authority staff has reviewed the Consolidated Procurement Policy, and has proposed amendments to clarify existing policy, increase flexibility in contracting, and provide authority for the Water Authority to procure both design-build and Construction Manager/General Contractor contracts under specified competitive procedures for public works projects in excess of one million dollars and consistent with similar authority adopted for other public entities; and

WHEREAS, the Board has reviewed and considered the proposed amendments to the Consolidated Procurement Policy.

NOW, THEREFORE, BE IT RESOLVED, AS FOLLOWS, THAT:

Section 1. The facts stated in the recitals above are true and correct, and the Board so finds and determines.

Section 2. The Board has reviewed and considered the proposed Consolidated Procurement Policy amendments, and hereby adopts the proposed Consolidated Procurement Policy amendments.

Section 3. The Board finds that the amended Consolidated Procurement Policy included in Exhibit A will enable the Water Authority to more efficiently procure goods and services and will not adversely affect any interest of the Water Authority or the public.

Section 4. With the consent of the Executive Director, Chief Operating Officer, and General Counsel, updates are hereby authorized to be made to the Consolidated Procurement Policy based on changed requirements of California or Federal law or Federal grant requirements for public bidding or contracting without further action by the Board.

Section 5. This resolution shall become effective immediately and shall remain in effect unless superseded by the requirements of statutes adopted following the effective date hereof or by further action of the Board.

PASSED, APPROVED AND ADOPTED this 7th day of August, 2025, by the Board of Directors of the San Luis & Delta-Mendota Water Authority.

Cannon Michael, Chair
San Luis & Delta-Mendota Water Authority

Attest:

Federico Barajas, Secretary

I hereby certify that the foregoing Resolution No. 2025- was duly and regularly adopted by the Board of Directors of the San Luis & Delta-Mendota Water Authority at the meeting thereof held on the 7th day of August, 2025.

Federico Barajas, Secretary

**SAN LUIS & DELTA-MENDOTA WATER AUTHORITY
CONSOLIDATED PROCUREMENT POLICY**

ARTICLE 1. Basic Principles

1.1 Delegation of authority. Subject to the availability of funds within the parameters of the Authority budget for the fiscal year and the procedures set forth in Articles 2-4 of this Policy, the Authority's Executive Director or Chief Operating Officer,¹ or General Counsel for legal matters, is authorized to bind the Authority, without first obtaining specific authorization by the Board, by written contract or purchase order for:

(a) Contracts up to two hundred thousand dollars (\$200,000); or

(b) Contracts immediately required to respond to an Emergency.

Subject to the availability of funds within the parameters of the Authority budget for the fiscal year and the procedures set forth in Section 3.2 of this Policy, the Authority's Executive Director or General Counsel is authorized to bind the Authority, without first obtaining specific authorization by the Board, by written contract for legal services determined to be necessary.

1.2 "Emergency" shall mean a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services. Emergency contracts exceeding the delegated authority in Section 1.1, if not initially awarded by the Board, shall be reviewed by the Board and either approved or terminated as soon as practical following award.

1.3 Notice. Notice of a procurement shall specify, at a minimum, a brief description of the work to be done or goods or supplies to be purchased; how to obtain additional information; and the date, time, and location that bids will be due. If attendance at a pre-bid meeting is required, then the date, time, and location of such meeting shall be included in the notice.

1.4 List of interested bidders. The Authority may establish one or more lists of potential bidders interested in future Authority contracts. Any list may be defined or limited in scope as the Executive Director or Chief Operating Officer deems appropriate. For any such list the Authority maintains, the Authority shall periodically invite potential bidders to register to be notified of future solicitations.

1.5 Informal bidding procedures.

(a) Except in an Emergency, contracts ~~shall~~may be awarded on informal bidding procedures herein ~~or formal bidding procedures under Section 1.6 below~~ where the contract is required to be competitively procured (at the threshold specified for each type of contract below) but is within the following delegation of authority:

¹ Further delegation of authority by the Executive Director or Chief Operating Officer is addressed in Section 1.9 below.

- (1) Goods or supplies up to two hundred thousand dollars (\$200,000);
- (2) ~~Federally-funded P~~professional services up to one hundred fifty thousand dollars (\$150,000);
- (3) Construction services up to two hundred thousand dollars (\$200,000); or
- ~~(4)~~ Other services (not professional or construction services) up to one hundred thousand dollars (\$100,000).

Contracts required to be competitively bid and that exceed the thresholds above shall be procured using formal bidding procedures under Section 1.6 below.

- (b) The Authority shall obtain adequate competition in awarding any contract under informal bidding. Formal advertising is not required. Adequate competition shall be presumed in any of the following circumstances:
 - (1) A notice inviting informal bids is published on the Authority's website and/or the PlanetBids platform with sufficient time to allow potential bidders to prepare a bid by the bid deadline; or
 - (2) The Authority receives at least three (3) bids in response to ~~ait~~ solicitation for informal bids; or
 - (3) If fewer than three (3) bids are received in response to either the notice/advertisement or solicitation circumstances referenced above, the Authority documents that it solicited known vendors or contractors that reasonably might be expected to submit a bid.
- (c) The Authority shall award any contract to the bidder meeting the selection criteria in the solicitation document, or shall reject all bids or quotes. Any contract awarded using informal bidding procedures shall include a termination for convenience clause.
- (d) The Board shall be notified of all contracts awarded under informal bidding procedures promptly following award.

1.6 Formal solicitation procedures.

- (a) Except in an Emergency, contracts above the applicable informal bidding threshold stated in Section 1.5 above shall be awarded following formal solicitation.
- (b) A notice inviting formal bids or proposals shall be advertised within the boundaries of the Authority in either (i) in a newspaper or periodical of general circulation or (ii) a focus or trade publication reasonably anticipated to reach potential bidders, with the notice being published (whether electronically or in print) not less than ten (10) days prior to receipt of bids.

- (c) If the successful bid or proposal must be within a specified budget or cost estimate to receive a contract award, then that budget or cost estimate shall be stated in the solicitation.
 - (d) The Authority shall issue a notice of intent to award the contract, identifying the bidder or proposer entitled to award under the selection criteria in the solicitation document.
 - (e) Contracts above the delegation of authority in Section 1.1 above shall be awarded by the Board. For contracts not awarded by the Board, the Board shall be notified of all contracts awarded under formal solicitation~~bidding~~ procedures promptly following award.
- 1.7 Request for proposals (RFP) ~~contents~~ and request for qualifications (RFQ) contents. An RFP, together with an RFQ if the Authority uses a two-step procurement, A request for proposals shall include all of the following:
- (a) A description of the services to be provided,
 - (b) A description of the format that proposals shall follow and the information they shall contain,
 - (c) A requirement to submit proposals with the price and all cost information separate from other portions of the proposal,
 - (d) The criteria and standards, which must include price, that the Authority will use in evaluating proposals and determining the selected contractor, and
 - (e) The date and time when proposals are due.
- 1.8 Negotiation following competitive solicitation.
- (a) If the Authority conducts a competitive solicitation and receives no responsive bids or proposals, then the Authority may award a contract for substantially the same product(s) or service(s), or substantially the same construction project, by negotiating with available vendors, contractors, or service providers.
 - (~~a~~)(b) If the Authority conducts an informal procurement and the selected bidder's price is no more than ten percent (10%) above the informal bidding threshold stated in Section 1.5(a) above, then the Authority may award a contract for substantially the same product(s) or service(s), or substantially the same construction project, by negotiating the price to be within the informal bidding threshold.
- 1.9 Further delegation. For contracts not required to be competitively solicited, i.e., contracts in an amount below the threshold specified for each type of contract below, the Executive Director or Chief Operating Officer may further delegate authority to approve those contracts, if such delegation is done in writing and identifies the individual(s) to whom authority is delegated.

- 1.10 Change orders. If contract changes are issued without prior Board approval, then the Board shall be notified of the change promptly. All contract changes that are outside delegated change order authority and that cause the contract to exceed the delegation of authority in Section 1.1 above shall be submitted to the Board for approval.
- 1.11 Conflicts of interest. The Authority shall maintain a written conflict of interest code and standards of conduct policy. No Authority employee, officer, or agent may participate in the selection, award, or administration of a contract if he or she has a real or apparent conflict of interest in violation of the Authority's policy or any federal conflict of interest requirement applicable to the Authority. The standards of conduct provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Authority.
- 1.12 Provisions applicable to contracts involving Federal funding. ~~For contracts over three hundred fifty thousand dollars (\$350,000) that include Federal funding, the Authority shall comply with the Code of Federal Regulations (CFR), including:~~
- ~~(a) For contracts over two hundred fifty thousand dollars (\$250,000) that include Federal funding, profit shall be separately stated, and the Authority shall negotiate the profit if the proposed profit exceeds a reasonable amount, considering factors including complexity of the work, the contractor's risk, the contractor's investment, any subcontracting, the contractor's past performance, and industry profit rates in the area. The Authority must perform a cost or price analysis for every procurement transaction over three hundred fifty thousand dollars (\$350,000) as further described in Section 200.324 of the CFR;~~
 - ~~(b) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that the costs incurred or cost estimates included in negotiated prices would be allowable to the recipient or subrecipient as further described in Section 200.324 of the CFR; and~~
 - ~~(b) Prior to seeking bids for a construction contract over two hundred fifty thousand dollars (\$250,000), the Authority shall prepare estimates of cost based on its approved plans and specifications.~~
 - ~~(c) Under a request for proposals, the Authority shall only consider geographic preference as an evaluation criterion in determining best value when applicable Federal statutes mandate or encourage geographic preference.~~
 - ~~(d)(c) In Federally-funded professional services contracts, the Authority shall not accept pricing based on the "cost plus a percentage of cost" or "percentage of construction costs" methods of contracting a percentage of construction cost.~~
- 1.13 Automatic update. To the extent any provision in this Policy is based on requirements or federal regulations for public bidding and any such requirement is changed, eliminated, or added after the effective date of this Policy, such changes shall be deemed automatically

incorporated into this Policy and shall replace any inconsistent provision herein.

- 1.14 Compliance with Law. This Policy is not intended to, and does not, exempt the Authority from compliance with any applicable statute, regulation, or other legal requirements.

ARTICLE 2. Purchases of goods, supplies, and equipment

- 2.1 Competitive bidding. Except in an Emergency, or where ~~cooperative purchasing is used under Section 2.2, or where a single source purchase is allowed under Section 2.3~~~~only one brand meets the Authority's needs and only one supplier of that brand name product exists~~, all contracts for the purchase or lease of goods, supplies, or equipment in an amount over sixty thousand dollars (\$60,000) shall be entered into with the lowest responsible bidder meeting specifications.

- 2.2 Cooperative purchasing agreements. The Authority may, by cooperative purchasing agreements or multiple award schedule contracts available to the Authority, purchase goods or supplies through legal contracts of other public agencies without separate advertising or competitive bidding by the Authority. The Authority shall take reasonable steps to confirm that the goods or supplies are offered at a fair price.

- 2.3 Single-Source procedure.

(a) Prior to making a single source purchase, the Authority shall make the following findings:

(1) One of the following:

- (i) a specified product is necessary to match or interface with other products in use by the Authority **or**
- (ii) the Authority needs to purchase a specified product to field test or experiment to determine the product's suitability for future use, **or**
- (iii) only one product will meet the Authority's needs, **and**

(2) The product is available from only one source.

The required findings may be made by the Executive Director or Chief Operating Officer, in writing, if the anticipated contract amount does not exceed the Board's delegation of authority.

(b) Upon making the above findings, the Authority may purchase the product without advertising or conducting competitive bidding.

(c) The Authority shall take reasonable steps to confirm that the goods or supplies are purchased at a fair price.

- (d) The Board shall be notified of all contracts awarded using single-source procedures promptly following award.
- (e) The Board may establish and maintain a list of single-source products meeting the above criteria. Where a product is on such a list, the required findings need not be made for each purchase.

2.4 Quantity variations. If, after award of a purchase order or other contract for goods, supplies, or equipment following required competitive procurement, the Authority determines that additional quantities are required, then the Authority may amend the purchase order or other contract to increase the quantity by up to 10%, unless that amendmentchange would result in a change of more than two hundred thousand dollars (\$200,000), without seeking Board approval if the amendment would cause the contract to exceed the delegation of authority in Section 1.1 above, but (a) the unit price of the goods or supplies will not increase and (b) the amended contract amount is within the parameters of the Authority budget for the fiscal year. For any amendmentchange-order that will not increase the total contract price over the delegation of authority in Section 1.1 above, Board approval for quantity variations is not required.

ARTICLE 3 Services

3.1 Other (Non-Professional) Services.

- (a) Competitive solicitation. Except in the case of Emergency or where single-source services contracting is authorized, all contracts for services, other than professional services or construction services, in an amount in excess of sixty thousand dollars (\$60,000) shall be entered into following a competitive solicitation process. The competitive solicitation process may either use informal bidding procedures (see Section 1.5), a request for qualifications (see Section 1.7), or a request for proposals (see Section 1.7).
- (b) Single-source procedure. Notwithstanding the foregoing requirements for competitive solicitation, the Authority may award a single-source contract for services without first advertising if the Authority makes at least one of the following findings:
 - (1) That only one firm or individual has the specialized expertise or experience necessary to perform the services, and other potential bidders cannot develop that experience or expertise prior to contract award.
 - (2) That continuity of services is required to avoid risk of substantial loss or added expenditure to the Authority.

The required findings may be made by the Executive Director or Chief Operating Officer, in writing, if the anticipated contract amount does not exceed the Board's delegation of authority. Upon making the above findings, the Authority may purchase the services without advertising or conducting a competitive solicitation. The Board

shall be notified of all contracts awarded using single-source procedures promptly following award.

3.2 Professional services.

(a) “Professional services” shall mean any of the following:

(1) Services encompassed by Government Code sections 4525 *et seq.*;

(2) Services for which an advanced professional degree, certification, and/or license is required, including without limitation legal services and accounting services; or

(3) Senior or management-level services requiring advanced experience, expertise, or training.

(b) Notwithstanding any other requirement of this Article, the Authority may award a contract for professional services based on demonstrated competence and the professional qualifications necessary for the satisfactory performance of the services required.

(c) In awarding a contract for professional services that is not federally funded, the Authority may, but is not required to, use the competitive procedures specified in this Article. If the contract includes Federal funding, then the Authority must use the competitive procedures specified in this Article.

(d) Notwithstanding Section 1.7(d) above, in awarding a contract for architectural and/or engineering services under a request for proposals, the Authority may select the most qualified firm without using price as a selection factor if the Authority negotiates fair and reasonable compensation after selection of the firm.

(e) Auditing services. Notwithstanding any other requirements of this Policy, contracts for financial statement auditing services and/or other auditing services where the auditor is required to report to the Board, shall be awarded by the Board of Directors.

3.3 Change order. If, after award of a contract for professional or other services, the Authority determines that additional services of the same or a related type are required to meet the purpose for which the original contract was awarded, then the Authority may amend the contract to increase the contract amount by up to 10%, unless that would result in a change of more than two hundred thousand dollars (\$200,000), without seeking Board approval if the amendment would cause the contract to exceed the delegation of authority in Section 1.1 above, but (a) the rates for the services will not increase and (b) the amended contract amount is within the parameters of the Authority budget for the fiscal year. For any ~~amendment~~change order that will not increase the total contract price over the delegation of authority in Section 1.1 above, Board approval for the ~~amendment~~change order is not required.

ARTICLE 4 Construction contracts

4.1 Definitions.

- (a) “Best value” means a value determined by evaluation of objective criteria, such as those that relate to price, features, functions, life-cycle costs, experience, and past performance. A best value determination may involve (i) the selection of the lowest cost proposal meeting the interests of the Authority and meeting the objectives of the project, (ii) selection of the best proposal for a stipulated sum established by the Authority, (iii) a value determined by evaluation of objective criteria stated in the request for proposals, or (iv) a tradeoff between price and other specified factors.
- (b) “Procurement Documents” means each of the RFI, the RFQ, and/or the RFP, as applicable, issued as part of a competitive procurement in accordance with this Article 4.
- (c) “RFI” means a request for information issued through a formal or informal process to request information and/or ideas from the market. An RFI is an early step in a procurement process and is not for the purpose of awarding a contract.
- (d) “RFP” means the request for proposals by which the Authority solicits proposals for the project from potential proposers (which may or may not be preceded by an RFQ or RFI).
- (e) “RFQ” in this Article means a request for qualifications issued as part of a procurement process in which the Authority obtains services involving evaluation of qualifications and possible consideration of cost.

4.2 Competitive solicitation.

- (a) Except in an Emergency, where only one brand meets the Authority’s needs and only one installer is authorized to install that brand name product at the Authority’s location, or as otherwise provided herein, all contracts for public projects (as defined in Public Contract Code section 22002) in an amount over sixty thousand dollars (\$60,000) shall be entered into with the bidder/~~proposer selected through following~~ a competitive solicitation process. The competitive solicitation process may involve either of the following:
 - (1) ~~A be either an invitation for to bids~~ where the contract is awarded to the lowest responsive, responsible bidder ~~or a request for proposals.~~
 - (2) An RFP under which a contract is awarded to the highest scored or “best value” proposal, which may include a multi-stage process beginning with an RFQ or an RFI or similar process; to submit statements indicating the potential proposer’s interest in proposing or qualifications to propose. The RFP process may include:

(i) Prequalification or shortlisting or a similar process whereby a shortened list of potential proposers is invited to submit proposals;

(ii) Negotiations with proposers prior to award;

(iii) Requests for proposal revisions and/or best and final offers from proposers.

4.14.3 Performance by day labor. Notwithstanding any other requirement of this Article, the Authority may make repairs, alterations, modifications, or additions, or perform routine, recurring, and usual work for the maintenance of facilities under its control, by day labor or by force account.

4.24.4 Solicitation contents. The Authority's invitation for bids or request for proposals for any public project shall include all requirements, submittals, and information required by law.

4.34.5 Failure of the intended awardee to enter the contract; award to another next lowest bidder/proposer. If a successful bidder fails to enter into a contract when awarded by the Authority, then the bidder's security shall be forfeited to the Authority. The Authority may award to the next lowest bidder, ~~next most qualified proposer, or next highest ranked proposer (as applicable),~~ or reject all bids/~~proposals~~.

4.44.6 Emergency contracting. In an Emergency, the Authority may take any immediate action required to prevent or mitigate the loss or impairment of life, health, property, or essential public services, and procure the necessary equipment, services, and supplies for those purposes, without adopting prior plans and specifications or giving notice for bids to let contracts.

4.54.7 Single-Source procedure.

- (a) The Authority shall not contract using a single-source procedure in any contract involving federal funds, except with the prior written approval of the funding agency.
- (b) Where competitive procurement otherwise is required, the Authority may conduct a single-source negotiation for construction in either of the following circumstances, upon making findings supporting the circumstance:
 - (1) Where (i) a specified product is required, applying the standards and making the findings set forth in Section 2.3(a)(1) above, (ii) only one contractor is authorized by the manufacturer or supplier to install the specified product, and (iii) the work for which only a single-source contractor is authorized is not work which reasonably would be expected to be subcontracted; or
 - (2) The Authority has conducted a competitive procurement for substantially similar construction services in the past five (5) years and only one actual or potential bidder for the services was identified.

The required findings may be made by the Executive Director or Chief Operating Officer, in writing, if the anticipated contract amount does not exceed the Board's delegation of authority.

- (c) If neither of the ~~above~~ circumstances listed in Section 4.7(b) exist, but the Executive Director or Chief Operating Officer recommends single-source construction contracting, then single-source contracting may be used only following Board findings of circumstances indicating that competition reasonably appears ~~does not~~ to exist and approval of single-source negotiations.
- (d) Upon making the above findings, the Authority may contract for construction without advertising or conducting competitive bidding.
- (e) The Board shall be notified of all contracts awarded using single-source procedures promptly following award.
- (f) The Authority shall take reasonable steps to confirm that the construction project is priced fairly.

4.64.8 Amendments/Change orders.

- (a) The Authority's Executive Director or Chief Operating Officer is authorized to issue an amendment or change order without prior Board approval in either of the following circumstances:
 - (1) The change will not cause the total contract amount to exceed the Executive Director's or Chief Operating Officer's delegated authority for construction contracts; or
 - (2) Total net changes on the project are less than or equal to ten percent (10%) of the original contract amount, or any different amount approved by the Board when awarding the contract.
- (b) In a Federally-funded contract, the Authority must perform a cost or price analysis ~~make an independent estimate~~ of the cost of any contract modification that may exceed ~~threetwo~~ three hundred fifty thousand dollars (\$~~32~~50,000), including contract and shall perform such other evaluation of the contractor's cost proposal as is necessary to validate the pricing of the modifications as further described in Section 200.324 of the CFR. The Authority shall not agree to price a modification to a Federally-funded contract based on the "cost plus a percentage of cost" or "percentage of construction costs" methods of contracting pricing.

4.9 Design-Build contracting

(a) Definitions.

- (1) “Construction subcontract” means each subcontract awarded by the Design-Build entity to a subcontractor that will perform construction services on the project under contract with the Design-Build entity, including a subcontractor licensed by the State of California that specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications produced by the Design-Build team.
- (2) “Contract Price” means the fixed price or maximum payment amount agreed upon by the Authority and the Design-Build entity, either at the time of contracting or after development of the design and bidding the construction subcontracts, for the design and construction of the project.
- (3) “Design-Build” means either progressive or fixed price design-build.
- (4) “Design-Build entity” means the legal entity that directly contracts with the Authority to design and construct the project.
- (5) “Design-Build team” means the Design-Build entity and the other members of its team, which shall include the general contractor (if different from the Design-Build entity), the architect(s) and engineer(s) that will design the project, and any subcontractors used in the design of the project.
- (6) “Negative performance factors” shall include, but is not limited to, default terminations; the revocation or suspension of any license; any debarment, suspension, or finding of non-responsibility; fines or penalties arising from violation of laws governing design or construction; liability for false claims or crimes involving fraud or dishonesty; California OSHA or Federal OSHA serious or willful violations; and similar events and information.
- (7) “Statement of Qualifications” or “SOQ” means the response to an RFQ in the first phase of a multi-phase process.
- (b) The Authority is authorized to procure Design-Build contracts under the competitive procedure set forth herein for public works projects in excess of one million dollars (\$1,000,000), awarding the contract to the proposer providing the Best Value in accordance with the evaluation criteria stated in the RFP.
- (c) The Design-Build procurement process shall progress as follows:
 - (1) The Authority shall conduct the procurement process through an RFP, which may include a multi-stage process as described in Section 4.2(a)(2) beginning with an RFQ and/or RFI. The Procurement Documents shall include, but are not limited to, the following information and requirements:
 - (i) A description of the size, type, and desired design character of the project and any other information to describe the Authority’s needs, including the

expected cost range, the methodology that will be used by the Authority to evaluate the Design-Build entity's qualifications, the procedure for final selection of the Design-Build entity, and any other information or documents deemed necessary by the Authority to inform interested parties of the contracting opportunity.

- (ii) A reasonable description of the services to be provided and work to be performed.
- (iii) The qualifications to be submitted in at least one phase of the procurement shall include at least the following information: (a) identification of Design-Build team members and key personnel proposed for the project, including without limitation all partners, members, or owners of any Design-Build team member that will participate; (b) licenses, registrations, and other credentials necessary to complete the project for the Design-Build team members and key personnel; (c) indication that each member of the Design-Build team has the necessary experience, expertise, capability, and capacity to complete the project; (d) information on any revocation or suspension of any license; (e) confirmation that the Design-Build entity can obtain necessary bonding and insurance; (f) documentation that the Design-Build entity has the necessary financial resources to complete the project; (g) identification of the construction contractor's safety record, including its experience modification rate; and (h) any other factors deemed relevant by the Authority. The Procurement Documents shall specify how the factors will be evaluated, including any minimum standards that must be met.
- (iv) Identification of all technical (non-price) factors on which proposals or SOQs will be scored, including the weight of each factor. Such factors shall include, without limitation, in at least one of the phases: (a) design experience and expertise, including identification of previous experience with similar projects; (b) construction experience and expertise, including identification of previous experience with similar projects; (c) prior negative performance factors; and (d) all other non-price-related factors.
- (v) The Authority may conduct the procurement in two phases, including prequalification of qualified proposers or short-listing the highest rated proposers after the first phase to continue to the second phase. If the Authority elects the two-phase process, then price proposals shall not be submitted in the first phase. If the two-phase process is used, the RFP shall identify all technical (non-price) factors on which proposers will be evaluated in the second phase, including the weight of each factor. The Authority may establish entirely new evaluation factors for the second phase or, if provided for in the Procurement Documents, it may carry over technical scores from the first phase and identify any new factors to be evaluated in the second phase.

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- (vi) Price shall be an evaluation factor in the final selection of a Design-Build entity. Price proposals must be submitted separate from the technical (non-price) proposal. The Procurement Documents shall specify how price is to be evaluated. The Procurement Documents shall also specify whether the Contract Price is to be stated in the proposal (traditional design-build) or developed later through a competitive process for award of construction subcontracts (progressive design-build). If progressive design-build is specified, then the RFP shall identify the price factors to be evaluated, which may include design cost, construction general conditions, and Design-Build entity fee. All technical scoring shall be complete before price proposals are opened.
- (vii) Competitive proposals or SOQs shall be evaluated using only the criteria and selection procedures identified in the Procurement Documents.
- (viii) The RFP may permit the Authority to conduct confidential discussions with potential proposers prior to submittal of final proposals.
- (ix) The RFP may permit the Authority to conduct interviews with proposers and may limit interviews to the highest ranked proposers.
- (2) Award of a Design-Build contract, if any, shall be made by the Authority's Board to the Design-Build entity providing the Best Value to the Authority, applying the evaluation factors stated in the RFP.
- (d) If the Contract Price is not established at the time of award of the Design-Build contract, then the Design-Build entity shall competitively procure first tier construction subcontracts for all scopes of construction work valued at more than one-half of one percent of the construction cost of the project and for which a subcontractor or self-performance by the Design-Builder was not identified as part of the Design-Build team or otherwise agreed with the Authority. Procurement of the construction subcontracts shall proceed as follows.
 - (1) Provide public notice of availability of work to be subcontracted in accordance with the Authority's publication requirements applicable to competitive bidding for construction contracts, including a fixed date and time on which bids or proposals will be due.
 - (2) Establish reasonable criteria and standards for contract award, which may be by low bid, Best Value, or other criteria stated in the solicitation document that will provide the most benefit to the Authority. The process may include prequalification or short-listing.
 - (3) Select construction subcontractors based on the evaluation criteria stated in the solicitation document.

- (4) Propose for Board approval a Contract Price amendment based on the subcontractors listed in the Design-Build proposal and those identified through the competitive solicitation process. No construction work may commence until the Contract Price covering that work is approved by the Board.
- (5) The Design-Build entity may award construction subcontracts and perform construction work in phases, each subject to a separate Contract Price amendment governing the scope of work to be performed.
- (e) The Design-Build entity shall provide payment and performance bonds in the amount of the Contract Price prior to commencing construction of the project, which bond amounts shall be increased at any time that the Contract Price is increased.
- (a)(f) All first tier construction subcontractors with subcontracts valued at one-half of one percent (0.5%) of the GMP shall be entitled to the protection of the Subletting and Subcontracting Fair Practices Act, Public Contract Code sections 4100 *et seq.*

4.10 Construction Manager, General Contractor (CMGC) contracting

(a) Definitions.

- (1) “Construction Manager” or “CM” means the legal entity that that is a licensed contractor and that provides, directly or through subcontracts, appropriately licensed preconstruction and construction services. The CM shall act as the general contractor in the construction of the project.
- (2) “Construction Manager/General Contractor” or “CMGC” means a project delivery method in which a CM contract is awarded to provide preconstruction services during the design phase of the project and construction services during the construction phase of the project.
- (3) “Construction subcontract” means each subcontract awarded by the CM to a subcontractor that will perform construction services on the project under contract with the CM, including a subcontractor licensed by the State of California that specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications. A construction subcontract also may include preconstruction services.
- (4) “Negative performance factors” shall include, but is not limited to, default terminations; the revocation or suspension of any license; any debarment, suspension, or finding of non-responsibility; fines or penalties arising from violation of laws governing design or construction; liability for false claims or crimes involving fraud or dishonesty; California OSHA or Federal OSHA serious or willful violations; and similar events and information

- (5) “Preconstruction services” means review and advice during the design phase including, but not limited to, scheduling, pricing, phasing, and constructability, and may include engineering design-assist for systems specified in the Procurement Documents, to assist the Authority to design a more constructible project.
- (6) “Statement of Qualifications” or “SOQ” means the response to an RFQ in the first phase of a multi-phase process.
- (b) The Authority is authorized to procure CMGC contracts under the competitive procedure set forth herein for public works projects in excess of one million dollars (\$1,000,000), awarding the contract to the proposer providing the Best Value in accordance with the evaluation criteria stated in the RFP.
- (c) The Authority shall conduct the procurement process through an RFP, which may include a multi-stage process as described in Section 4.2(a)(2) beginning with an RFQ and/or RFI. The Procurement Documents shall include, but are not limited to, the following information and requirements:
- (1) A description of the size, type, and features of the project, including the expected construction cost range.
- (2) The qualifications to be submitted in at least one phase of the procurement shall include at least the following information: (a) identification of subcontractors engaged to participate in preconstruction services; (b) identification of all key personnel, including without limitation all partners, members, or owners of the CM and any subcontractor team member that will provide services; (c) licenses, registrations, and other credentials of the CM and any identified subcontractors; (d) indication that the CM and any identified subcontractor has the necessary experience, expertise, capability, and capacity to complete the project; (e) information on any revocation or suspension of any license; (f) confirmation that the CM can obtain necessary bonding and insurance; (g) documentation that the CM has the necessary financial resources to complete the project; (h) identification of the CM’s safety record, including its experience modification rate; and (i) any other factors deemed relevant by the Authority. The Procurement Documents shall specify how the factors will be evaluated, including any minimum standards that must be met.
- (3) Identification of all technical (non-price) factors on which proposals or SOQs will be scored, including the weight of each factor. Such factors shall include, without limitation, in at least one of the phases (a) experience with preconstruction services on public projects; (b) construction experience and expertise, including identification of previous experience with similar projects; (c) prior negative performance factors; and (d) all other non-price-related factors.

- (d) Price shall be an evaluation factor in the final selection of the CM. Price proposals must be submitted separate from the technical (non-price) proposal. The RFP shall specify how price is to be evaluated, including the price factors to be evaluated. Price factors may include preconstruction services costs, construction general conditions, and CM fee. All technical scoring shall be complete before price proposals are opened.
- (e) Competitive proposals and SOQs shall be evaluated using only the criteria and selection procedures identified in the Procurement Documents.
- (f) The RFP may permit the Authority to conduct interviews with proposers and may limit interviews to the highest ranked proposers.
- (g) Award of a CMGC contract, if any, shall be made by the Authority's Board to the CM providing the Best Value to the Authority, applying the evaluation factors stated in the Procurement Documents.
- (h) Following preconstruction services, the CM shall competitively procure first tier construction subcontracts for all scopes of construction work valued at more than one-half of one percent of the construction cost of the project and for which a subcontractor or self-performance by the CM was not identified in the proposal or otherwise agreed with the Authority. Procurement of the construction subcontracts shall proceed as follows.
 - (1) Provide public notice of availability of work to be subcontracted in accordance with the Authority's publication requirements applicable to competitive bidding for construction contracts, including a fixed date and time on which bids or proposals will be due.
 - (2) Establish reasonable criteria and standards for contract award, which may be by low bid or Best Value criteria stated in the solicitation document. The process may include prequalification or short-listing.
 - (3) Select construction subcontractors based on the evaluation criteria stated in the solicitation document.
 - (4) Propose for Board approval of a Contract Price amendment based on the subcontractors listed in the proposal and those identified through the competitive solicitation process. No construction work may commence until the Contract Price covering that work is approved by the Board.
 - (5) The CM may award construction subcontracts and perform construction work in phases, each subject to a separate Contract Price amendment governing the scope of work to be performed.

- (i) The CM shall provide payment and performance bonds in the amount of the Contract Price prior to commencing construction of the project, which bond amounts shall be increased at any time that the Contract Price is increased.
- (j) All first tier construction subcontractors with subcontracts valued at one-half of one percent (0.5%) of the Contract Price shall be entitled to the protection of the Subletting and Subcontracting Fair Practices Act, Public Contract Code sections 4100 *et seq.*

4.74.11 Reservation of rights. The Authority reserves the right to utilize any other legally-authorized methodology for construction contracting, ~~including without limitation design-build contracting in accordance with Public Contract Code sections 22160 *et seq.*~~

ARTICLE 5. Protests

5.1 Right to File Protests. A person that has indicated an interest in proposing or bidding on a contract, or that has timely submitted a bid, SOQ, or proposal in response to any Procurement Documents of the Authority, may file, a dispute and/or protest consistent with the procedure below.

5.2 Requirements for Protests.

- (a) If a prospective proposer or bidder believes that any provisions in the Procurement Documents is vague, ambiguous, conflicting or contrary to law, then the prospective proposer or bidder shall promptly bring its concern to the Authority by written notice specifying the provision(s) in question and the factual and legal bases for concern. Failure to raise any concern relating to a solicitation requirement within at least two (2) business days prior to the proposal or bid due date will be deemed a waiver of the proposer or bidder's right to protest based on alleged vague, ambiguous, conflicting or unlawful requirements in the solicitation.
- (b) Within five (5) calendar days after opening of proposal or bids, the proposer or bidder shall provide a written notice to the Authority of any and all mistakes regarding the proposal or bid for which the proposer or bidder requests relief. The Authority shall not consider any requests for relief due to mistake if notice is not received within the time requirements of Public Contract Code section 5100, *et seq.*, Relief of Bidders.
- (c) No later than five (5) calendar days after proposals or bids are opened, the proposer or bidder must submit in writing to the Authority an explanation of all legal and factual grounds for any protest. These requirements are to be strictly construed. Untimely protests and/or grounds not set forth in the protest will not be considered. Failure to timely protest or otherwise comply with the protest requirements will constitute a waiver of the right to challenge and forever bar the proposer or bidder from challenging, whether before the Authority or any administrative or judicial tribunal, any particular proposal/bid(s), the proposal/bidding process, or the Contract award on any ground not set forth in the protest. Upon receipt of a protest, the Authority will provide a copy to any proposal/bidder whose proposal/bid is challenged in the protest.

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(d) The Authority will decide any timely protest by issuing a written decision on the protest which, except where award of the Contract is urgent and cannot be delayed, will be issued prior to award of the Contract. The written decision shall be provided to the protesting proposer/bidder(s) and to the proposer/bidder(s) whose proposal/bid(s) was/were the subject of the protest.

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**SAN LUIS & DELTA-MENDOTA WATER AUTHORITY
CONSOLIDATED PROCUREMENT POLICY**

ARTICLE 1. Basic Principles

1.1 Delegation of authority. Subject to the availability of funds within the parameters of the Authority budget for the fiscal year and the procedures set forth in Articles 2-4 of this Policy, the Authority's Executive Director or Chief Operating Officer,¹ or General Counsel for legal matters, is authorized to bind the Authority, without first obtaining specific authorization by the Board, by written contract or purchase order for:

(a) Contracts up to two hundred thousand dollars (\$200,000); or

(b) Contracts immediately required to respond to an Emergency.

Subject to the availability of funds within the parameters of the Authority budget for the fiscal year and the procedures set forth in Section 3.2 of this Policy, the Authority's Executive Director or General Counsel is authorized to bind the Authority, without first obtaining specific authorization by the Board, by written contract for legal services determined to be necessary.

1.2 "Emergency" shall mean a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services. Emergency contracts exceeding the delegated authority in Section 1.1, if not initially awarded by the Board, shall be reviewed by the Board and either approved or terminated as soon as practical following award.

1.3 Notice. Notice of a procurement shall specify, at a minimum, a brief description of the work to be done or goods or supplies to be purchased; how to obtain additional information; and the date, time, and location that bids will be due. If attendance at a pre-bid meeting is required, then the date, time, and location of such meeting shall be included in the notice.

1.4 List of interested bidders. The Authority may establish one or more lists of potential bidders interested in future Authority contracts. Any list may be defined or limited in scope as the Executive Director or Chief Operating Officer deems appropriate. For any such list the Authority maintains, the Authority shall periodically invite potential bidders to register to be notified of future solicitations.

1.5 Informal bidding procedures.

(a) Except in an Emergency, contracts may be awarded on informal bidding procedures herein where the contract is required to be competitively procured (at the threshold specified for each type of contract below) but is within the following delegation of authority:

¹ Further delegation of authority by the Executive Director or Chief Operating Officer is addressed in Section 1.9 below.

- (1) Goods or supplies up to two hundred thousand dollars (\$200,000);
- (2) Federally-funded professional services up to one hundred fifty thousand dollars (\$150,000);
- (3) Construction services up to two hundred thousand dollars (\$200,000); or
- (4) Other services (not professional or construction services) up to one hundred thousand dollars (\$100,000).

Contracts required to be competitively bid and that exceed the thresholds above shall be procured using formal bidding procedures under Section 1.6 below.

- (b) The Authority shall obtain adequate competition in awarding any contract under informal bidding. Formal advertising is not required. Adequate competition shall be presumed in any of the following circumstances:
 - (1) A notice inviting informal bids is published on the Authority's website and/or the PlanetBids platform with sufficient time to allow potential bidders to prepare a bid by the bid deadline; or
 - (2) The Authority receives at least three (3) bids in response to a solicitation for informal bids; or
 - (3) If fewer than three (3) bids are received in response to either the notice/advertisement or solicitation circumstances referenced above, the Authority documents that it solicited known vendors or contractors that reasonably might be expected to submit a bid.
- (c) The Authority shall award any contract to the bidder meeting the selection criteria in the solicitation document, or shall reject all bids or quotes. Any contract awarded using informal bidding procedures shall include a termination for convenience clause.
- (d) The Board shall be notified of all contracts awarded under informal bidding procedures promptly following award.

1.6 Formal solicitation procedures.

- (a) Except in an Emergency, contracts above the applicable informal bidding threshold stated in Section 1.5 above shall be awarded following formal solicitation.
- (b) A notice inviting formal bids or proposals shall be advertised within the boundaries of the Authority in either (i) in a newspaper or periodical of general circulation or (ii) a focus or trade publication reasonably anticipated to reach potential bidders, with the notice being published (whether electronically or in print) not less than ten (10) days prior to receipt of bids.

- (c) If the successful bid or proposal must be within a specified budget or cost estimate to receive a contract award, then that budget or cost estimate shall be stated in the solicitation.
 - (d) The Authority shall issue a notice of intent to award the contract, identifying the bidder or proposer entitled to award under the selection criteria in the solicitation document.
 - (e) Contracts above the delegation of authority in Section 1.1 above shall be awarded by the Board. For contracts not awarded by the Board, the Board shall be notified of all contracts awarded under formal solicitation procedures promptly following award.
- 1.7 Request for proposals (RFP) and request for qualifications (RFQ) contents. An RFP, together with an RFQ if the Authority uses a two-step procurement, shall include all of the following:
- (a) A description of the services to be provided,
 - (b) A description of the format that proposals shall follow and the information they shall contain,
 - (c) A requirement to submit proposals with the price and all cost information separate from other portions of the proposal,
 - (d) The criteria and standards, which must include price, that the Authority will use in evaluating proposals and determining the selected contractor, and
 - (e) The date and time when proposals are due.
- 1.8 Negotiation following competitive solicitation.
- (a) If the Authority conducts a competitive solicitation and receives no responsive bids or proposals, then the Authority may award a contract for substantially the same product(s) or service(s), or substantially the same construction project, by negotiating with available vendors, contractors, or service providers.
 - (b) If the Authority conducts an informal procurement and the selected bidder's price is no more than ten percent (10%) above the informal bidding threshold stated in Section 1.5(a) above, then the Authority may award a contract for substantially the same product(s) or service(s), or substantially the same construction project, by negotiating the price to be within the informal bidding threshold.
- 1.9 Further delegation. For contracts not required to be competitively solicited, i.e., contracts in an amount below the threshold specified for each type of contract below, the Executive Director or Chief Operating Officer may further delegate authority to approve those contracts, if such delegation is done in writing and identifies the individual(s) to whom authority is delegated.
- 1.10 Change orders. If contract changes are issued without prior Board approval, then the Board

shall be notified of the change promptly. All contract changes that are outside delegated change order authority and that cause the contract to exceed the delegation of authority in Section 1.1 above shall be submitted to the Board for approval.

- 1.11 Conflicts of interest. The Authority shall maintain a written conflict of interest code and standards of conduct policy. No Authority employee, officer, or agent may participate in the selection, award, or administration of a contract if he or she has a real or apparent conflict of interest in violation of the Authority's policy or any federal conflict of interest requirement applicable to the Authority. The standards of conduct provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Authority.
- 1.12 Provisions applicable to contracts involving Federal funding. For contracts over three hundred fifty thousand dollars (\$350,000) that include Federal funding, the Authority shall comply with the Code of Federal Regulations (CFR), including:
- (a) The Authority must perform a cost or price analysis for every procurement transaction over three hundred fifty thousand dollars (\$350,000) as further described in Section 200.324 of the CFR;
 - (b) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that the costs incurred or cost estimates included in negotiated prices would be allowable to the recipient or subrecipient as further described in Section 200.324 of the CFR; and
 - (c) The Authority shall not accept pricing based on the "cost plus a percentage of cost" or "percentage of construction costs" methods of contracting.
- 1.13 Automatic update. To the extent any provision in this Policy is based on requirements or federal regulations for public bidding and any such requirement is changed, eliminated, or added after the effective date of this Policy, such changes shall be deemed automatically incorporated into this Policy and shall replace any inconsistent provision herein.
- 1.14 Compliance with Law. This Policy is not intended to, and does not, exempt the Authority from compliance with any applicable statute, regulation, or other legal requirements.

ARTICLE 2. Purchases of goods, supplies, and equipment

- 2.1 Competitive bidding. Except in an Emergency, or where cooperative purchasing is used under Section 2.2, or where a single source purchase is allowed under Section 2.3, all contracts for the purchase or lease of goods, supplies, or equipment in an amount over sixty thousand dollars (\$60,000) shall be entered into with the lowest responsible bidder meeting specifications.
- 2.2 Cooperative purchasing agreements. The Authority may, by cooperative purchasing agreements or multiple award schedule contracts available to the Authority, purchase goods or supplies through legal contracts of other public agencies without separate

advertising or competitive bidding by the Authority. The Authority shall take reasonable steps to confirm that the goods or supplies are offered at a fair price.

2.3 Single-Source procedure.

(a) Prior to making a single source purchase, the Authority shall make the following findings:

(1) One of the following:

- (i) a specified product is necessary to match or interface with other products in use by the Authority **or**
- (ii) the Authority needs to purchase a specified product to field test or experiment to determine the product's suitability for future use, **or**
- (iii) only one product will meet the Authority's needs, **and**

(2) The product is available from only one source.

The required findings may be made by the Executive Director or Chief Operating Officer, in writing, if the anticipated contract amount does not exceed the Board's delegation of authority.

(b) Upon making the above findings, the Authority may purchase the product without advertising or conducting competitive bidding.

(c) The Authority shall take reasonable steps to confirm that the goods or supplies are purchased at a fair price.

(d) The Board shall be notified of all contracts awarded using single-source procedures promptly following award.

(e) The Board may establish and maintain a list of single-source products meeting the above criteria. Where a product is on such a list, the required findings need not be made for each purchase.

2.4 Quantity variations. If, after award of a purchase order or other contract for goods, supplies, or equipment following required competitive procurement, the Authority determines that additional quantities are required, then the Authority may amend the purchase order or other contract to increase the quantity by up to 10%, unless that amendment would result in a change of more than two hundred thousand dollars (\$200,000), without seeking Board approval if the amendment would cause the contract to exceed the delegation of authority in Section 1.1 above, but (a) the unit price of the goods or supplies will not increase and (b) the amended contract amount is within the parameters of the Authority budget for the fiscal year. For any amendment that will not increase the total contract price over the delegation of authority in Section 1.1 above, Board approval for quantity variations is not required.

ARTICLE 3 Services

3.1 Other (Non-Professional) Services.

- (a) Competitive solicitation. Except in the case of Emergency or where single-source services contracting is authorized, all contracts for services, other than professional services or construction services, in an amount in excess of sixty thousand dollars (\$60,000) shall be entered into following a competitive solicitation process. The competitive solicitation process may either use informal bidding procedures (see Section 1.5), a request for qualifications (see Section 1.7), or a request for proposals (see Section 1.7).
- (b) Single-source procedure. Notwithstanding the foregoing requirements for competitive solicitation, the Authority may award a single-source contract for services without first advertising if the Authority makes at least one of the following findings:
 - (1) That only one firm or individual has the specialized expertise or experience necessary to perform the services, and other potential bidders cannot develop that experience or expertise prior to contract award.
 - (2) That continuity of services is required to avoid risk of substantial loss or added expenditure to the Authority.

The required findings may be made by the Executive Director or Chief Operating Officer, in writing, if the anticipated contract amount does not exceed the Board's delegation of authority. Upon making the above findings, the Authority may purchase the services without advertising or conducting a competitive solicitation. The Board shall be notified of all contracts awarded using single-source procedures promptly following award.

3.2 Professional services.

- (a) "Professional services" shall mean any of the following:
 - (1) Services encompassed by Government Code sections 4525 *et seq.*;
 - (2) Services for which an advanced professional degree, certification, and/or license is required, including without limitation legal services and accounting services; or
 - (3) Senior or management-level services requiring advanced experience, expertise, or training.
- (b) Notwithstanding any other requirement of this Article, the Authority may award a contract for professional services based on demonstrated competence and the professional qualifications necessary for the satisfactory performance of the services required.
- (c) In awarding a contract for professional services that is not federally funded, the Authority may, but is not required to, use the competitive procedures specified in this

Article. If the contract includes Federal funding, then the Authority must use the competitive procedures specified in this Article.

(d) Notwithstanding Section 1.7(d) above, in awarding a contract for architectural and/or engineering services under a request for proposals, the Authority may select the most qualified firm without using price as a selection factor if the Authority negotiates fair and reasonable compensation after selection of the firm.

(e) Auditing services. Notwithstanding any other requirements of this Policy, contracts for financial statement auditing services and/or other auditing services where the auditor is required to report to the Board, shall be awarded by the Board of Directors.

3.3 Change order. If, after award of a contract for professional or other services, the Authority determines that additional services of the same or a related type are required to meet the purpose for which the original contract was awarded, then the Authority may amend the contract to increase the contract amount by up to 10%, unless that would result in a change of more than two hundred thousand dollars (\$200,000), without seeking Board approval if the amendment would cause the contract to exceed the delegation of authority in Section 1.1 above, but (a) the rates for the services will not increase and (b) the amended contract amount is within the parameters of the Authority budget for the fiscal year. For any amendment that will not increase the total contract price over the delegation of authority in Section 1.1 above, Board approval for the amendment is not required.

ARTICLE 4 Construction contracts

4.1 Definitions.

(a) “Best value” means a value determined by evaluation of objective criteria, such as those that relate to price, features, functions, life-cycle costs, experience, and past performance. A best value determination may involve (i) the selection of the lowest cost proposal meeting the interests of the Authority and meeting the objectives of the project, (ii) selection of the best proposal for a stipulated sum established by the Authority, (iii) a value determined by evaluation of objective criteria stated in the request for proposals, or (iv) a tradeoff between price and other specified factors.

(b) “Procurement Documents” means each of the RFI, the RFQ, and/or the RFP, as applicable, issued as part of a competitive procurement in accordance with this Article 4.

(c) “RFI” means a request for information issued through a formal or informal process to request information and/or ideas from the market. An RFI is an early step in a procurement process and is not for the purpose of awarding a contract.

(d) “RFP” means the request for proposals by which the Authority solicits proposals for the project from potential proposers (which may or may not be preceded by an RFQ or RFI).

- (e) “RFQ” in this Article means a request for qualifications issued as part of a procurement process in which the Authority obtains services involving evaluation of qualifications and possible consideration of cost.

4.2 Competitive solicitation.

- (a) Except in an Emergency, where only one brand meets the Authority’s needs and only one installer is authorized to install that brand name product at the Authority’s location, or as otherwise provided herein, all contracts for public projects (as defined in Public Contract Code section 22002) in an amount over sixty thousand dollars (\$60,000) shall be entered into with the bidder/proposer selected through a competitive solicitation process. The competitive solicitation process may involve either of the following:
 - (1) An invitation to bid where the contract is awarded to the lowest responsive, responsible bidder.
 - (2) An RFP under which a contract is awarded to the highest scored or “best value” proposal, which may include a multi-stage process beginning with an RFQ or an RFI or similar process to submit statements indicating the potential proposer’s interest in proposing or qualifications to propose. The RFP process may include:
 - (i) Prequalification or shortlisting or a similar process whereby a shortened list of potential proposers is invited to submit proposals;
 - (ii) Negotiations with proposers prior to award;
 - (iii) Requests for proposal revisions and/or best and final offers from proposers.

4.3 Performance by day labor. Notwithstanding any other requirement of this Article, the Authority may make repairs, alterations, modifications, or additions, or perform routine, recurring, and usual work for the maintenance of facilities under its control, by day labor or by force account.

4.4 Solicitation contents. The Authority’s invitation for bids or request for proposals for any public project shall include all requirements, submittals, and information required by law.

4.5 Failure of the intended awardee to enter the contract; award to another bidder/proposer. If a successful bidder fails to enter into a contract when awarded by the Authority, then the bidder’s security shall be forfeited to the Authority. The Authority may award to the next lowest bidder or next highest ranked proposer (as applicable), or reject all bids/proposals.

4.6 Emergency contracting. In an Emergency, the Authority may take any immediate action required to prevent or mitigate the loss or impairment of life, health, property, or essential public services, and procure the necessary equipment, services, and supplies for those purposes, without adopting prior plans and specifications or giving notice for bids to let contracts.

4.7 Single-Source procedure.

- (a) The Authority shall not contract using a single-source procedure in any contract involving federal funds, except with the prior written approval of the funding agency.
- (b) Where competitive procurement otherwise is required, the Authority may conduct a single-source negotiation for construction in either of the following circumstances, upon making findings supporting the circumstance:
 - (1) Where (i) a specified product is required, applying the standards and making the findings set forth in Section 2.3(a)(1) above, (ii) only one contractor is authorized by the manufacturer or supplier to install the specified product, and (iii) the work for which only a single-source contractor is authorized is not work which reasonably would be expected to be subcontracted; or
 - (2) The Authority has conducted a competitive procurement for substantially similar construction services in the past five (5) years and only one actual or potential bidder for the services was identified.

The required findings may be made by the Executive Director or Chief Operating Officer, in writing, if the anticipated contract amount does not exceed the Board's delegation of authority.

- (c) If neither of the circumstances listed in Section 4.7(b) exist, but the Executive Director or Chief Operating Officer recommends single-source construction contracting, then single-source contracting may be used only following Board findings of circumstances indicating that competition reasonably appears not to exist and approval of single-source negotiations.
- (d) Upon making the above findings, the Authority may contract for construction without advertising or conducting competitive bidding.
- (e) The Board shall be notified of all contracts awarded using single-source procedures promptly following award.
- (f) The Authority shall take reasonable steps to confirm that the construction project is priced fairly.

4.8 Amendments/Change orders.

- (a) The Authority's Executive Director or Chief Operating Officer is authorized to issue an amendment or change order without prior Board approval in either of the following circumstances:
 - (1) The change will not cause the total contract amount to exceed the Executive Director's or Chief Operating Officer's delegated authority for construction contracts; or

- (2) Total net changes on the project are less than or equal to ten percent (10%) of the original contract amount, or any different amount approved by the Board when awarding the contract.
- (b) In a Federally-funded contract, the Authority must perform a cost or price analysis of the cost of any contract modification that may exceed three hundred fifty thousand dollars (\$350,000), including contract modifications as further described in Section 200.324 of the CFR. The Authority shall not agree to price a modification to a Federally-funded contract based on the “cost plus a percentage of cost” or “percentage of construction costs” methods of contracting.

4.9 Design-Build contracting

(a) Definitions.

- (1) “Construction subcontract” means each subcontract awarded by the Design-Build entity to a subcontractor that will perform construction services on the project under contract with the Design-Build entity, including a subcontractor licensed by the State of California that specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications produced by the Design-Build team.
- (2) “Contract Price” means the fixed price or maximum payment amount agreed upon by the Authority and the Design-Build entity, either at the time of contracting or after development of the design and bidding the construction subcontracts, for the design and construction of the project.
- (3) “Design-Build” means either progressive or fixed price design-build.
- (4) “Design-Build entity” means the legal entity that directly contracts with the Authority to design and construct the project.
- (5) “Design-Build team” means the Design-Build entity and the other members of its team, which shall include the general contractor (if different from the Design-Build entity), the architect(s) and engineer(s) that will design the project, and any subcontractors used in the design of the project.
- (6) “Negative performance factors” shall include, but is not limited to, default terminations; the revocation or suspension of any license; any debarment, suspension, or finding of non-responsibility; fines or penalties arising from violation of laws governing design or construction; liability for false claims or crimes involving fraud or dishonesty; California OSHA or Federal OSHA serious or willful violations; and similar events and information.
- (7) “Statement of Qualifications” or “SOQ” means the response to an RFQ in the first phase of a multi-phase process.

- (b) The Authority is authorized to procure Design-Build contracts under the competitive procedure set forth herein for public works projects in excess of one million dollars (\$1,000,000), awarding the contract to the proposer providing the Best Value in accordance with the evaluation criteria stated in the RFP.
- (c) The Design-Build procurement process shall progress as follows:
 - (1) The Authority shall conduct the procurement process through an RFP, which may include a multi-stage process as described in Section 4.2(a)(2) beginning with an RFQ and/or RFI. The Procurement Documents shall include, but are not limited to, the following information and requirements:
 - (i) A description of the size, type, and desired design character of the project and any other information to describe the Authority's needs, including the expected cost range, the methodology that will be used by the Authority to evaluate the Design-Build entity's qualifications, the procedure for final selection of the Design-Build entity, and any other information or documents deemed necessary by the Authority to inform interested parties of the contracting opportunity.
 - (ii) A reasonable description of the services to be provided and work to be performed.
 - (iii) The qualifications to be submitted in at least one phase of the procurement shall include at least the following information: (a) identification of Design-Build team members and key personnel proposed for the project, including without limitation all partners, members, or owners of any Design-Build team member that will participate; (b) licenses, registrations, and other credentials necessary to complete the project for the Design-Build team members and key personnel; (c) indication that each member of the Design-Build team has the necessary experience, expertise, capability, and capacity to complete the project; (d) information on any revocation or suspension of any license; (e) confirmation that the Design-Build entity can obtain necessary bonding and insurance; (f) documentation that the Design-Build entity has the necessary financial resources to complete the project; (g) identification of the construction contractor's safety record, including its experience modification rate; and (h) any other factors deemed relevant by the Authority. The Procurement Documents shall specify how the factors will be evaluated, including any minimum standards that must be met.
 - (iv) Identification of all technical (non-price) factors on which proposals or SOQs will be scored, including the weight of each factor. Such factors shall include, without limitation, in at least one of the phases: (a) design experience and expertise, including identification of previous experience with similar projects; (b) construction experience and expertise, including identification of

previous experience with similar projects; (c) prior negative performance factors; and (d) all other non-price-related factors.

- (v) The Authority may conduct the procurement in two phases, including prequalification of qualified proposers or short-listing the highest rated proposers after the first phase to continue to the second phase. If the Authority elects the two-phase process, then price proposals shall not be submitted in the first phase. If the two-phase process is used, the RFP shall identify all technical (non-price) factors on which proposers will be evaluated in the second phase, including the weight of each factor. The Authority may establish entirely new evaluation factors for the second phase or, if provided for in the Procurement Documents, it may carry over technical scores from the first phase and identify any new factors to be evaluated in the second phase.
 - (vi) Price shall be an evaluation factor in the final selection of a Design-Build entity. Price proposals must be submitted separate from the technical (non-price) proposal. The Procurement Documents shall specify how price is to be evaluated. The Procurement Documents shall also specify whether the Contract Price is to be stated in the proposal (traditional design-build) or developed later through a competitive process for award of construction subcontracts (progressive design-build). If progressive design-build is specified, then the RFP shall identify the price factors to be evaluated, which may include design cost, construction general conditions, and Design-Build entity fee. All technical scoring shall be complete before price proposals are opened.
 - (vii) Competitive proposals or SOQs shall be evaluated using only the criteria and selection procedures identified in the Procurement Documents.
 - (viii) The RFP may permit the Authority to conduct confidential discussions with potential proposers prior to submittal of final proposals.
 - (ix) The RFP may permit the Authority to conduct interviews with proposers and may limit interviews to the highest ranked proposers.
- (2) Award of a Design-Build contract, if any, shall be made by the Authority's Board to the Design-Build entity providing the Best Value to the Authority, applying the evaluation factors stated in the RFP.
- (d) If the Contract Price is not established at the time of award of the Design-Build contract, then the Design-Build entity shall competitively procure first tier construction subcontracts for all scopes of construction work valued at more than one-half of one percent of the construction cost of the project and for which a subcontractor or self-performance by the Design-Builder was not identified as part of the Design-Build team

or otherwise agreed with the Authority. Procurement of the construction subcontracts shall proceed as follows.

- (1) Provide public notice of availability of work to be subcontracted in accordance with the Authority's publication requirements applicable to competitive bidding for construction contracts, including a fixed date and time on which bids or proposals will be due.
- (2) Establish reasonable criteria and standards for contract award, which may be by low bid, Best Value, or other criteria stated in the solicitation document that will provide the most benefit to the Authority. The process may include prequalification or short-listing.
- (3) Select construction subcontractors based on the evaluation criteria stated in the solicitation document.
- (4) Propose for Board approval a Contract Price amendment based on the subcontractors listed in the Design-Build proposal and those identified through the competitive solicitation process. No construction work may commence until the Contract Price covering that work is approved by the Board.
- (5) The Design-Build entity may award construction subcontracts and perform construction work in phases, each subject to a separate Contract Price amendment governing the scope of work to be performed.
- (e) The Design-Build entity shall provide payment and performance bonds in the amount of the Contract Price prior to commencing construction of the project, which bond amounts shall be increased at any time that the Contract Price is increased.
- (f) All first tier construction subcontractors with subcontracts valued at one-half of one percent (0.5%) of the GMP shall be entitled to the protection of the Subletting and Subcontracting Fair Practices Act, Public Contract Code sections 4100 *et seq.*

4.10 Construction Manager, General Contractor (CMGC) contracting

(a) Definitions.

- (1) "Construction Manager" or "CM" means the legal entity that that is a licensed contractor and that provides, directly or through subcontracts, appropriately licensed preconstruction and construction services. The CM shall act as the general contractor in the construction of the project.
- (2) "Construction Manager/General Contractor" or "CMGC" means a project delivery method in which a CM contract is awarded to provide preconstruction services during the design phase of the project and construction services during the construction phase of the project.

- (3) “Construction subcontract” means each subcontract awarded by the CM to a subcontractor that will perform construction services on the project under contract with the CM, including a subcontractor licensed by the State of California that specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications. A construction subcontract also may include preconstruction services.
- (4) “Negative performance factors” shall include, but is not limited to, default terminations; the revocation or suspension of any license; any debarment, suspension, or finding of non-responsibility; fines or penalties arising from violation of laws governing design or construction; liability for false claims or crimes involving fraud or dishonesty; California OSHA or Federal OSHA serious or willful violations; and similar events and information
- (5) “Preconstruction services” means review and advice during the design phase including, but not limited to, scheduling, pricing, phasing, and constructability, and may include engineering design-assist for systems specified in the Procurement Documents, to assist the Authority to design a more constructible project.
- (6) “Statement of Qualifications” or “SOQ” means the response to an RFQ in the first phase of a multi-phase process.
- (b) The Authority is authorized to procure CMGC contracts under the competitive procedure set forth herein for public works projects in excess of one million dollars (\$1,000,000), awarding the contract to the proposer providing the Best Value in accordance with the evaluation criteria stated in the RFP.
- (c) The Authority shall conduct the procurement process through an RFP, which may include a multi-stage process as described in Section 4.2(a)(2) beginning with an RFQ and/or RFI. The Procurement Documents shall include, but are not limited to, the following information and requirements:
 - (1) A description of the size, type, and features of the project, including the expected construction cost range.
 - (2) The qualifications to be submitted in at least one phase of the procurement shall include at least the following information: (a) identification of subcontractors engaged to participate in preconstruction services; (b) identification of all key personnel, including without limitation all partners, members, or owners of the CM and any subcontractor team member that will provide services; (c) licenses, registrations, and other credentials of the CM and any identified subcontractors; (d) indication that the CM and any identified subcontractor has the necessary experience, expertise, capability, and capacity to complete the project; (e) information on any revocation or suspension of any license; (f) confirmation that the CM can obtain necessary bonding and insurance; (g) documentation that the CM has the necessary financial resources to complete the project;

(h) identification of the CM's safety record, including its experience modification rate; and (i) any other factors deemed relevant by the Authority. The Procurement Documents shall specify how the factors will be evaluated, including any minimum standards that must be met.

- (3) Identification of all technical (non-price) factors on which proposals or SOQs will be scored, including the weight of each factor. Such factors shall include, without limitation, in at least one of the phases (a) experience with preconstruction services on public projects; (b) construction experience and expertise, including identification of previous experience with similar projects; (c) prior negative performance factors; and (d) all other non-price-related factors.
- (d) Price shall be an evaluation factor in the final selection of the CM. Price proposals must be submitted separate from the technical (non-price) proposal. The RFP shall specify how price is to be evaluated, including the price factors to be evaluated. Price factors may include preconstruction services costs, construction general conditions, and CM fee. All technical scoring shall be complete before price proposals are opened.
- (e) Competitive proposals and SOQs shall be evaluated using only the criteria and selection procedures identified in the Procurement Documents.
- (f) The RFP may permit the Authority to conduct interviews with proposers and may limit interviews to the highest ranked proposers.
- (g) Award of a CMGC contract, if any, shall be made by the Authority's Board to the CM providing the Best Value to the Authority, applying the evaluation factors stated in the Procurement Documents.
- (h) Following preconstruction services, the CM shall competitively procure first tier construction subcontracts for all scopes of construction work valued at more than one-half of one percent of the construction cost of the project and for which a subcontractor or self-performance by the CM was not identified in the proposal or otherwise agreed with the Authority. Procurement of the construction subcontracts shall proceed as follows.
 - (1) Provide public notice of availability of work to be subcontracted in accordance with the Authority's publication requirements applicable to competitive bidding for construction contracts, including a fixed date and time on which bids or proposals will be due.
 - (2) Establish reasonable criteria and standards for contract award, which may be by low bid or Best Value criteria stated in the solicitation document. The process may include prequalification or short-listing.
 - (3) Select construction subcontractors based on the evaluation criteria stated in the solicitation document.

- (4) Propose for Board approval of a Contract Price amendment based on the subcontractors listed in the proposal and those identified through the competitive solicitation process. No construction work may commence until the Contract Price covering that work is approved by the Board.
 - (5) The CM may award construction subcontracts and perform construction work in phases, each subject to a separate Contract Price amendment governing the scope of work to be performed.
 - (i) The CM shall provide payment and performance bonds in the amount of the Contract Price prior to commencing construction of the project, which bond amounts shall be increased at any time that the Contract Price is increased.
 - (j) All first tier construction subcontractors with subcontracts valued at one-half of one percent (0.5%) of the Contract Price shall be entitled to the protection of the Subletting and Subcontracting Fair Practices Act, Public Contract Code sections 4100 *et seq.*
- 4.11 Reservation of rights. The Authority reserves the right to utilize any other legally-authorized methodology for construction contracting.

ARTICLE 5. Protests

- 5.1 Right to File Protests. A person that has indicated an interest in proposing or bidding on a contract, or that has timely submitted a bid, SOQ, or proposal in response to any Procurement Documents of the Authority, may file, a dispute and/or protest consistent with the procedure below.
- 5.2 Requirements for Protests.
- (a) If a prospective proposer or bidder believes that any provisions in the Procurement Documents is vague, ambiguous, conflicting or contrary to law, then the prospective proposer or bidder shall promptly bring its concern to the Authority by written notice specifying the provision(s) in question and the factual and legal bases for concern. Failure to raise any concern relating to a solicitation requirement within at least two (2) business days prior to the proposal or bid due date will be deemed a waiver of the proposer or bidder's right to protest based on alleged vague, ambiguous, conflicting or unlawful requirements in the solicitation.
 - (b) Within five (5) calendar days after opening of proposal or bids, the proposer or bidder shall provide a written notice to the Authority of any and all mistakes regarding the proposal or bid for which the proposer or bidder requests relief. The Authority shall not consider any requests for relief due to mistake if notice is not received within the time requirements of Public Contract Code section 5100, *et seq.*, Relief of Bidders.
 - (c) No later than five (5) calendar days after proposals or bids are opened, the proposer or bidder must submit in writing to the Authority an explanation of all legal and factual grounds for any protest. These requirements are to be strictly construed. Untimely

protests and/or grounds not set forth in the protest will not be considered. Failure to timely protest or otherwise comply with the protest requirements will constitute a waiver of the right to challenge and forever bar the proposer or bidder from challenging, whether before the Authority or any administrative or judicial tribunal, any particular proposal/bid(s), the proposal/bidding process, or the Contract award on any ground not set forth in the protest. Upon receipt of a protest, the Authority will provide a copy to any proposal/bidder whose proposal/bid is challenged in the protest.

- (d) The Authority will decide any timely protest by issuing a written decision on the protest which, except where award of the Contract is urgent and cannot be delayed, will be issued prior to award of the Contract. The written decision shall be provided to the protesting proposer/bidder(s) and to the proposer/bidder(s) whose proposal/bid(s) was/were the subject of the protest.



MEMORANDUM

TO: SLDMWA Finance & Administration Committee Members, Alternates
SLDMWA Board of Directors, Alternates

FROM: Pablo Arroyave, Chief Operating Officer
Jaime McNeil, Engineering Manager

DATE: August 4, 2025

RE: Recommendation to Board of Directors to Authorize Award and Execution of Construction Agreements for Jones Pumping Plant Excitation Project, and Expenditure of Up to \$25,000,000 Utilizing Aging Infrastructure Account Funds

BACKGROUND

The excitation control system of the C.W. “Bill” Jones Pumping Plant (JPP) is a critical component that is required at unit start up. The system was last upgraded by the U.S. Bureau of Reclamation (Reclamation) in the mid-1990s and began experiencing issues and causing unit trips since around 2015. Since then, the spare parts have been depleted due to multiple troubleshooting exercises, and the original manufacturers no longer support the system due to the age. With the lack of manufacturer support and difficulty in procuring spare parts, an upgrade to the system is necessary to maintain the reliability of the JPP. In 2018, the Water Authority entered into a Design Service Agreement with Reclamation, and staff has worked closely with them over the last several years to advance the design.

The principal components of work include the removal and replacement of the exciter, unit controls, unit protection, and the network systems on each individual unit. Each exciter is to be replaced with a new static-type excitation system that includes automatic Volt-Amperes Reactive Power (VAR) control along with upgrading the unit excitation system controls to newer technology and upgrading the associated network equipment to ensure the new equipment will integrate with the supervisory control and data acquisition (SCADA) system. Consistent with Board of Directors approval (Resolution No. 2022-509), in November 2022, the Water Authority applied and was awarded \$25M from the Aging Infrastructure Account to complete this project. The Water Authority then negotiated and executed a Repayment Agreement on November 15, 2024, pursuant to Board authorization (Resolution No. 2024-526). The Board of Directors also confirmed application of the “standard” cost allocation methodology through the accumulation of Reserves (as a component of OM&R water rates) for the JPP Excitation Project at the November 2024 Board meeting.

The Repayment Agreement allowed funds to be advanced in installments as deemed necessary. The Water Authority transmitted an Advance Fund Request to Reclamation on March 6, 2025, with an estimated Progress Payment Schedule, and received the first payment on July 11, 2025 in the amount

of \$625,000. Subsequent progress payment requests will be made to Reclamation on a quarterly basis in advance of all progress payments required in the construction contract.

ISSUE FOR DECISION

Whether to authorize award and execution of six construction agreements with Power Systems Professionals, Inc. DBA Power Pros the for Jones Pumping Plant Excitation Cabinet & Control Panel Refurbishment Project (Project), and expenditure of up to \$25,000,000 utilizing Aging Infrastructure Account funds.

RECOMMENDATION

Staff recommends authorizing award and execution six construction agreements with Power Pros for the Project, and expenditure of up to \$25,000,000 utilizing Aging Infrastructure Account funds.

ANALYSIS

The Water Authority formally solicited for sealed proposals to provide all labor, equipment, and services for the Project. Onsite, outage dependent work will occur sequentially rather than concurrently, although there may be some overlap in the contracts. Accordingly, staff elected to proceed with a single procurement and award to a single contractor but dividing the Project into six contracts, one for each unit. By doing so, the Authority retains control over exactly when each “phase” of the Project will begin. In addition, by awarding six contracts, the procurement increased competition because potential contractors would not have their bonding capacity tied up after work on each exciter was completed and/or before work on the later-scheduled exciters began.

The solicitation included the following critical dates:

July 12, 2024	Request for Interest (RFI) released
March 18, 2025	Formal Solicitation released
April 08, 2025	Mandatory Preproposal Conference/Site Visit
May 02, 2025	Last day to submit questions
May 09, 2025	Deadline for responses to questions
July 21, 2025	Proposals due
July 28, 2025	Notice of Intent to Award

The project was initially publicly posted as a Request for Interest (RFI) on July 12, 2024 on PlanetBids and in two newspapers, the Sacramento Bee and San Francisco Chronicle. During this period, SLDMWA generated a potential vendor list. The Formal Request for Proposals (RFP) was publicly posted on PlanetBids and in two newspapers, the Sacramento Bee and San Francisco Chronicle, on March 18, 2025. In addition, the RFP was sent directly to fourteen (14) interested contractors. Twelve (12) contractors attended the Mandatory Pre-Proposal Conference and Site Visit, with three proposals submitted. The two responsive proposals were submitted by Power Systems Professionals, Inc. dba Power Pros and Koontz Electric Company, Incorporated. Technical Proposals were reviewed and scored by an evaluation committee consisting of the Bureau of Reclamation Engineers and Water Authority

Staff. The proposals were reviewed and accepted by the Contract Specialist for responsiveness and responsibility. Upon conclusion of the evaluation committee, the best qualified and responsive/responsible proposer was determined to be Power Pros. The Notice of Intent to Award was transmitted to Power Pros, on July 29, 2025.

BUDGET IMPLICATIONS

The proposed expenditure of up to \$25,000,000 will be funded utilizing Aging Infrastructure Account funds advanced from Reclamation to the Water Authority. The repayment agreement is limited to \$25,000,000. However, staff anticipates that additional funds will be needed in late 2027 to complete the final contract. Staff therefore anticipates incorporating a budget request for \$250,000 in the FY27 EO&M budget package.

ATTACHMENTS

1. Six (6) Drafted Construction Agreement(s)
2. Notice of Intent to Award

CONSTRUCTION AGREEMENT
For
JONES PUMPING PLANT EXCITATION CABINET & CONTROL PANEL REFURBISHMENT

THIS AGREEMENT, dated as of August ___, 2025 is between the **SAN LUIS & DELTA-MENDOTA WATER AUTHORITY**, a California Joint Powers Agency, (hereinafter called "SLDMWA"), and Power Systems Professionals, Inc., DBA Power Pros, a California Corporation (hereinafter called "Contractor"). SLDMWA and Contractor may be referenced herein individually as "Party" or collectively as the "Parties."

The parties hereto mutually agree to the terms and condition set forth herein.

I. CONTRACT DOCUMENTS

- A. The Contract Documents referred to herein are incorporated herein by reference as if set forth in full in this Agreement.
- B. Work called for in any one Contract Document and not mentioned in another is to be performed and executed as if mentioned in all Contract Documents. The table of contents, titles and headings contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect or limit the interpretations of the provisions to which they refer.
- C. The Contract Documents shall include the Notice inviting bids, Addenda, Sealed Bid Form, Construction Agreement, the Bid Guarantee, the Performance Bond, the Payment Bond, Guarantee Form, the General Conditions, the Special Provisions, Specifications, Exhibits, Permits from other agencies that may be required by law, the Contract Drawings and Plans, hazardous material requirements, the Contract Schedule, and any and all supplemental agreements amending or extending the Work contemplated and which may be required to complete the Work in an acceptable manner. Supplemental agreements are written agreements covering alterations, amendments or extensions to the Contract Documents and include Change Orders, Construction Change Directives, Field Directives, Field Orders, Bulletins and supplemental drawings.

II. DEFINITIONS

Unless otherwise specifically provided herein, all works and phrases defined in the General Conditions shall have the same meaning and intent in this Agreement.

III. ORDER OF PRECEDENCE

In case of conflict among the Contract Documents, this Agreement shall govern over General Conditions and Special Provisions (if any), detail drawings shall govern over small-scale drawings, the specifications shall govern over the drawings, Special Provisions (if any) shall govern over the drawings and General Conditions, and change orders shall govern over the original documents, unless a different order of precedence is noted.

IV. SCOPE OF CONTRACT

Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, material, and transportation necessary to perform and complete in a good and workmanlike manner to the satisfaction of SLDMWA, all the work required for the Contract for Pump #1 of the Project entitled:

Jones Pumping Plant Excitation Cabinet & Control Panel Refurbishment

V. CONTRACT AMOUNT AND PAYMENTS

SLDMWA agrees to pay and Contractor agrees to accept, in full payment for the above work, Six Million Eight Hundred Sixty-Eight Thousand Seven Hundred Seventy-One DOLLARS and Forty-Five CENTS (\$6,868,771.45) as the stipulated sum price which Contractor bid in its Sealed Bid Form, subject to additions and deductions by Change Order(s) as provided in the General Conditions.

Progress and final payments shall be in accordance with the General Conditions.

Invoices must be submitted to Accounts Payable at accounts.payable@sldmwa.org. Approved invoices will be paid within 30 days.

SLDMWA may dispute any invoice or portion thereof which is not properly documented and in accordance with the Agreement. For any disputed payment, SLDMWA shall provide written notice describing its dispute to Consultant. 30-day payment period does not begin until an approved, undisputed invoice is received. There will be no interruption in services while invoices are being disputed. Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of SLDMWA. This decision shall be final and conclusive unless within ten (10) days from the date of the receipt of its copy, Contractor mails or otherwise furnishes a written appeal to SLDMWA's Chief Operating Officer. In connection with any such appeal, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Chief Operating Officer shall be binding upon Contractor and Contractor shall abide by the decision. Unless otherwise directed by SLDMWA, Contractor shall continue performance under this Agreement while matters in dispute are being resolved. In the event of a dispute between each parties Terms & Conditions, SLDMWA terms will prevail.

Systems Progress Payments – for each Contract, Contractor may bill for the respective CLIN per the following conditions. The applicable CLINs are Automation Control Systems (#-6), Pump Control Boards (#-7), Excitation Systems (#-9), and Power Potential Transformers (#-10) where # designates the contract number.

- (1) Upon Notice to Proceed for Sections:
 - a. (#-6) Automation Control Systems – 10%.
 - b. (#-7) Pump Control Boards – 10%.
 - c. (#-9) Excitation Systems – 10%.
 - d. (#-10) Power Potential Transformers – 10%.
- (2) Complete submittal and approval of technical submittals for 60% design Sections:
 - a. (#-6) Automation Control Systems – 10%.
 - b. (#-7) Pump Control Boards – 10%.
 - c. (#-9) Excitation Systems – 10%.
 - d. (#-10) Power Potential Transformers – 10%.
- (3) Complete submittal and approval of technical submittals for 100% design Sections:
 - a. (#-6) Automation Control Systems – 10%.
 - b. (#-7) Pump Control Boards – 10%.
 - c. (#-9) Excitation Systems – 10%.

- d. (#-10) Power Potential Transformers – 10%.
- e. Relevant submittals will be identified in Table 01 33 00A – List of Submittals.
- (4) Complete factory acceptance tests for Sections:
 - a. (#-6) Automation Control Systems – 35%.
 - b. (#-7) Pump Control Boards – 35%.
 - c. (#-9) Excitation Systems – 35%.
 - d. (#-10) Power Potential Transformers – 35%.
- (5) Complete field installation, commissioning and acceptance for Sections:
 - a. (#-6) Automation Control Systems – 35%.
 - b. (#-7) Pump Control Boards – 35%.
 - c. (#-9) Excitation Systems – 35%.
 - d. (#-10) Power Potential Transformers – 35%.

Note, the other CLINs not included in the Systems Progress Payments above are billable when the work is completed.

VI. LICENSE AND DIR REGISTRATION.

By executing this Agreement, Contractor represents that it is currently licensed by the California Contractors State License Board, Class A, License number 843594, and that Contractor is registered with the California Department of Industrial Relations as required by California Labor Code section 1725.5, registration number 1000580875.

VII. RETENTION OF SUMS CHARGED AGAINST CONTRACTOR

When, under the provisions of this contract, SLDMWA shall charge any sum of money against Contractor, SLDMWA shall deduct and retain the amount of such charge from the amount of the next succeeding progress estimate, or from any other moneys due or that may become due to the Contractor from SLDMWA. If, on completion or termination of the Contract, sums due contractor are insufficient to pay SLDMWA's charges against Contractor, SLDMWA shall have the right to recover the balance from Contractor or its sureties.

VIII. TIME OF COMPLETION

The entire Work shall be brought to completion in the manner and within the time period provided for in the Notice to Proceed, together with such additional time as may be provided by any change order issued pursuant to the Contract Documents, commencing on the date specified in the Notice to Proceed.

- B. Failure to complete the Work by the completion date and in the manner provided for by the Contract Documents shall subject Contractor to liquidated damages as hereinafter provided in this Agreement. Time is of the essence in these Contract Documents.
- C. The Contract shall submit short interval schedules as provided for in General Conditions section 7.05D.
- D. Notwithstanding General Conditions section 7.20, the Contractor shall not be required to perform final cleaning of the entire Project prior to acceptance of the Contract work.
- E. The Contractor acknowledges that it **is not authorized to begin any work** prior to receipt of a Notice to Proceed and will not be compensated for any work commenced before receipt of a Notice

to Proceed. The Contractor further acknowledges that this Contract may be terminated for convenience prior to the Contractor receiving a Notice to Proceed, and that the Contractor is not anticipated to receive a Notice to Proceed until approximately August 07, 2025.

IX. INSURANCE

Contractor shall maintain in full force and effect at all times during the term of the Agreement, at its sole expense, policies of insurance in accordance with the General Conditions.

X. NO WAIVER OF REMEDIES

- A. Neither the inspection by SLDMWA or its agents, nor any order or certificate for the payment of money, nor any payment for, nor acceptance of the whole or any part of the Work by SLDMWA, nor any extensions of time, nor any position taken by SLDMWA or its agents shall operate as a waiver of any provision of this Agreement or of any power herein reserved to SLDMWA or any right to damages herein provided, nor shall any waiver of any breach of the Agreement be held to be a waiver of any other or subsequent breach.
- B. All remedies provided in this Agreement shall be taken and construed as cumulative; that is, in addition to each and every other remedy herein provided, and SLDMWA shall have any and all equitable and legal remedies which it would in any case have.

XI. DETERMINATION OF DAMAGES

- A. The actual fact of the occurrences of damages and the actual amount of the damages which SLDMWA would suffer if the work were not completed within the specified times set forth are dependent upon many circumstances and conditions which could prevail in various combinations, and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages.
- B. Damages which SLDMWA would suffer in the event of delay include loss of the use of the Project, and, in addition, expenses of prolonged employment of an architectural and engineering staff; costs of administration, inspection, and supervision; and the loss suffered by the public within the San Luis & Delta-Mendota Water Authority by reasons of the delay in the completion of the Project to serve the public at the earliest possible time.
- C. Accordingly, the parties hereto agree, and by execution of this Agreement, Contractor acknowledges that it understands, has ascertained and agrees, that the amounts set forth herein as liquidated damages shall be presumed to be that amount of damages sustained by the failure of Contractor to complete the entire work within the times specified.

XII. LIQUIDATED DAMAGES

- A. *See also* GENERAL CONDITIONS SECTION 8.10. LIQUIDATED DAMAGES FOR DELAY and Milestones in SPECIFICATIONS SECTION 01 11 00 SUMMARY OF WORK. Such amount is the actual cash value agreed upon as the loss to SLDMWA resulting from Contractor's delay.
- B. The amount of the liquidated damages to be paid by Contractor to the SLDMWA shall be as follows, per **Calendar Day** until the work in question is completed:
- | | |
|--|----------------------------------|
| Failure to complete commissioning
by the end of the approved outage
stated in the Interruption of Service Request. | Three thousand dollars (\$3,000) |
|--|----------------------------------|
- C. The provision for liquidated damages shall not act as a limitation on SLDMWA if Contractor abandons the Work, and shall not stop accruing if Contractor abandons the Work. In such event, Contractor shall be liable to SLDMWA for all losses incurred, including but not limited to

liquidated damages for delay through completion.

XIII. PERFORMANCE AND PAYMENT BONDS

- A. The Contractor shall, before beginning said work, file two bonds with the SLDMWA, each made payable to the SLDMWA. These bonds shall be issued by a Surety Company authorized to do business in the State of California, and shall be maintained during the entire life of the Contract at the expense of the Contractor.
 - 1. One bond shall be the Performance Bond in the amount of one hundred percent (100%) of the Contract and shall guarantee the faithful performance of the Contract.
 - 2. The second bond shall be the Payment Bond required by Part 6, Title 3, Chapter 5, Division Four of the Civil Code of the State of California, commencing with section 9550, and shall be in the amount of one hundred percent (100%) of the Contract.
- B. Any alteration or alterations made in any provision of this Contract shall not operate to release any surety from liability on any bond required hereunder and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of Section 2819 of the Civil Code.
- C. Bonds shall only be accepted from an “*Admitted surety insurer*”, which means an insurer to which the Insurance Commissioner has issued a certificate of authority to transact surety insurance in this state. ***Contractor must submit all of the following with the bonds:***
 - 1. The original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws or other instrument entitling or authorizing the person who executed the bond to do so.

XIV. LABOR CODE COMPLIANCE

SLDMWA affirmatively identifies this project as a “public work” as that term is defined by Labor Code section 1720, and the project is, therefore, subject to prevailing wages under Labor Code section 1771. As addressed in greater detail in the General Conditions, Contractor and its subcontractors shall fully comply with all the provisions of the California Labor Code governing the performance of public works contracts including, but not limited to, payment of prevailing wages, limitations on time worked, compliance with apprentice requirements, maintenance of payroll records, posting of wages at job site and prohibitions against discrimination.

XV. UNFAIR COMPETITION

- A. The following provision is included in this agreement pursuant to California Public Contract Code §7103.5.

"In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assigning to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties."

XVI. ASSIGNMENT

Neither this Agreement nor any rights herein of Contractor shall be assigned without the written consent of SLDMWA first obtained.

XVII. NO THIRD PARTY BENEFICIARIES

This Agreement is entered into solely between the SLDMWA and Contractor. There are no third party beneficiaries, intended, unintended, or otherwise to this Agreement.

XVIII. AGREEMENT BINDING

This Agreement shall bind and insure to the heirs, devisees, assignees and successors in interest of Contractor and to the successors in interest of District in the same manner as if such parties had been expressly named herein.

XIX. GOVERNING LAW

This Agreement will be governed by and construed in accordance with the laws of the State of California.

////SIGNATURE PAGE FOLLOWS////

DRAFT

IN WITNESS WHEREOF, the parties hereto have signed the Agreement on the date set forth opposite their names.

Contractors are required by law to be licensed and regulated by the Contractor’s State License Board, which has jurisdiction to investigate complaints against contractors if a complaint is filed within three years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors’ State License Board, P.O. Box 26000, Sacramento, California 95826.

CONTRACTOR:

(California Corporations: must be signed by company’s 1) CEO or President or 2) by its Vice President *as well as* the Secretary or CFO.)

Date

Tax I.D. Number

Signature

Signature

Print Name

Print Name

Title

Title

**SAN LUIS & DELTA-MENDOTA WATER
AUTHORITY, A Joint Powers Agency:**

Date

ATTEST:

Pablo Arroyave, Chief Operating Officer

CERTIFICATE OF ACKNOWLEDGMENT pursuant to Civil Code, Section 1189, must be provided for Contractor's signature.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

CERTIFICATE OF ACKNOWLEDGMENT

State of _____

County of _____

On _____, 20__, before me, _____, **Notary Public**, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY of PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

CONSTRUCTION AGREEMENT
For
JONES PUMPING PLANT EXCITATION CABINET & CONTROL PANEL REFURBISHMENT

THIS AGREEMENT, dated as of August ___, 2025 is between the **SAN LUIS & DELTA-MENDOTA WATER AUTHORITY**, a California Joint Powers Agency, (hereinafter called "SLDMWA"), and Power Systems Professionals, Inc., DBA Power Pros, a California Corporation (hereinafter called "Contractor"). SLDMWA and Contractor may be referenced herein individually as "Party" or collectively as the "Parties."

The parties hereto mutually agree to the terms and condition set forth herein.

I. CONTRACT DOCUMENTS

- A. The Contract Documents referred to herein are incorporated herein by reference as if set forth in full in this Agreement.
- B. Work called for in any one Contract Document and not mentioned in another is to be performed and executed as if mentioned in all Contract Documents. The table of contents, titles and headings contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect or limit the interpretations of the provisions to which they refer.
- C. The Contract Documents shall include the Notice inviting bids, Addenda, Sealed Bid Form, Construction Agreement, the Bid Guarantee, the Performance Bond, the Payment Bond, Guarantee Form, the General Conditions, the Special Provisions, Specifications, Exhibits, Permits from other agencies that may be required by law, the Contract Drawings and Plans, hazardous material requirements, the Contract Schedule, and any and all supplemental agreements amending or extending the Work contemplated and which may be required to complete the Work in an acceptable manner. Supplemental agreements are written agreements covering alterations, amendments or extensions to the Contract Documents and include Change Orders, Construction Change Directives, Field Directives, Field Orders, Bulletins and supplemental drawings.

II. DEFINITIONS

Unless otherwise specifically provided herein, all works and phrases defined in the General Conditions shall have the same meaning and intent in this Agreement.

III. ORDER OF PRECEDENCE

In case of conflict among the Contract Documents, this Agreement shall govern over General Conditions and Special Provisions (if any), detail drawings shall govern over small-scale drawings, the specifications shall govern over the drawings, Special Provisions (if any) shall govern over the drawings and General Conditions, and change orders shall govern over the original documents, unless a different order of precedence is noted.

IV. SCOPE OF CONTRACT

Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, material, and transportation necessary to perform and complete in a good and workmanlike manner to the satisfaction of SLDMWA, all the work required for the Contract for Pump #4 of the Project entitled:

Jones Pumping Plant Excitation Cabinet & Control Panel Refurbishment

V. CONTRACT AMOUNT AND PAYMENTS

SLDMWA agrees to pay and Contractor agrees to accept, in full payment for the above work, Three Million Nine Hundred Thirty-Two Thousand Two Hundred Eighty-Three DOLLARS and Fifty-Five CENTS (\$3,932,283.55) as the stipulated sum price which Contractor bid in its Sealed Bid Form, subject to additions and deductions by Change Order(s) as provided in the General Conditions.

Progress and final payments shall be in accordance with the General Conditions.

Invoices must be submitted to Accounts Payable at accounts.payable@sldmwa.org. Approved invoices will be paid within 30 days.

SLDMWA may dispute any invoice or portion thereof which is not properly documented and in accordance with the Agreement. For any disputed payment, SLDMWA shall provide written notice describing its dispute to Consultant. 30-day payment period does not begin until an approved, undisputed invoice is received. There will be no interruption in services while invoices are being disputed. Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of SLDMWA. This decision shall be final and conclusive unless within ten (10) days from the date of the receipt of its copy, Contractor mails or otherwise furnishes a written appeal to SLDMWA's Chief Operating Officer. In connection with any such appeal, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Chief Operating Officer shall be binding upon Contractor and Contractor shall abide by the decision. Unless otherwise directed by SLDMWA, Contractor shall continue performance under this Agreement while matters in dispute are being resolved. In the event of a dispute between each parties Terms & Conditions, SLDMWA terms will prevail.

Systems Progress Payments – for each Contract, Contractor may bill for the respective CLIN per the following conditions. The applicable CLINs are Automation Control Systems (#-6), Pump Control Boards (#-7), Excitation Systems (#-9), and Power Potential Transformers (#-10) where # designates the contract number.

- (1) Complete submittal and approval of technical submittals for Sections:
 - a. (#-6) Automation Control Systems – 30%.
 - b. (#-7) Pump Control Boards – 30%.
 - c. (#-9) Excitation Systems – 30%.
 - d. (#-10) Power Potential Transformers – 30%.
 - e. Relevant submittals will be identified in Table 01 33 00A – List of Submittals.
- (2) Complete factory acceptance tests for Sections:
 - a. (#-6) Automation Control Systems – 35%.
 - b. (#-7) Pump Control Boards – 35%.
 - c. (#-9) Excitation Systems – 35%.
 - d. (#-10) Power Potential Transformers – 35%.
- (3) Complete field installation, commissioning and acceptance for Sections:
 - a. (#-6) Automation Control Systems – 35%.
 - b. (#-7) Pump Control Boards – 35%.

- c. (#-9) Excitation Systems – 35%.
- d. (#-10) Power Potential Transformers – 35%.

Note, the other CLINs not included in the Systems Progress Payments above are billable when the work is completed.

VI. LICENSE AND DIR REGISTRATION.

By executing this Agreement, Contractor represents that it is currently licensed by the California Contractors State License Board, Class A, License number 843594, and that Contractor is registered with the California Department of Industrial Relations as required by California Labor Code section 1725.5, registration number 1000580875.

VII. RETENTION OF SUMS CHARGED AGAINST CONTRACTOR

When, under the provisions of this contract, SLDMWA shall charge any sum of money against Contractor, SLDMWA shall deduct and retain the amount of such charge from the amount of the next succeeding progress estimate, or from any other moneys due or that may become due to the Contractor from SLDMWA. If, on completion or termination of the Contract, sums due contractor are insufficient to pay SLDMWA's charges against Contractor, SLDMWA shall have the right to recover the balance from Contractor or its sureties.

VIII. TIME OF COMPLETION

The entire Work shall be brought to completion in the manner and within the time period provided for in the Notice to Proceed, together with such additional time as may be provided by any change order issued pursuant to the Contract Documents, commencing on the date specified in the Notice to Proceed.

- B. Failure to complete the Work by the completion date and in the manner provided for by the Contract Documents shall subject Contractor to liquidated damages as hereinafter provided in this Agreement. Time is of the essence in these Contract Documents.
- C. The Contractor shall submit short interval schedules as provided for in General Conditions section 7.05D.
- D. Notwithstanding General Conditions section 7.20, the Contractor shall not be required to perform final cleaning of the entire Project prior to acceptance of the Contract work.
- E. The Contractor acknowledges that it **is not authorized to begin any work** prior to receipt of a Notice to Proceed and will not be compensated for any work commenced before receipt of a Notice to Proceed. The Contractor further acknowledges that this Contract may be terminated for convenience prior to the Contractor receiving a Notice to Proceed, and that the Contractor is not anticipated to receive a Notice to Proceed until approximately June 26, 2026.

IX. INSURANCE

Contractor shall maintain in full force and effect at all times during the term of the Agreement, at its sole expense, policies of insurance in accordance with the General Conditions.

X. NO WAIVER OF REMEDIES

- A. Neither the inspection by SLDMWA or its agents, nor any order or certificate for the payment of money, nor any payment for, nor acceptance of the whole or any part of the Work by SLDMWA, nor any extensions of time, nor any position taken by SLDMWA or its agents shall operate as a waiver of any provision of this Agreement or of any power herein reserved to SLDMWA or any right to damages herein provided, nor shall any waiver of any breach of the Agreement be held to

be a waiver of any other or subsequent breach.

- B. All remedies provided in this Agreement shall be taken and construed as cumulative; that is, in addition to each and every other remedy herein provided, and SLDMWA shall have any and all equitable and legal remedies which it would in any case have.

XI. DETERMINATION OF DAMAGES

- A. The actual fact of the occurrences of damages and the actual amount of the damages which SLDMWA would suffer if the work were not completed within the specified times set forth are dependent upon many circumstances and conditions which could prevail in various combinations, and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages.
- B. Damages which SLDMWA would suffer in the event of delay include loss of the use of the Project, and, in addition, expenses of prolonged employment of an architectural and engineering staff; costs of administration, inspection, and supervision; and the loss suffered by the public within the San Luis & Delta-Mendota Water Authority by reasons of the delay in the completion of the Project to serve the public at the earliest possible time.
- C. Accordingly, the parties hereto agree, and by execution of this Agreement, Contractor acknowledges that it understands, has ascertained and agrees, that the amounts set forth herein as liquidated damages shall be presumed to be that amount of damages sustained by the failure of Contractor to complete the entire work within the times specified.

XII. LIQUIDATED DAMAGES

- A. *See also* GENERAL CONDITIONS SECTION 8.10. LIQUIDATED DAMAGES FOR DELAY and Milestones in SPECIFICATIONS SECTION 01 11 00 SUMMARY OF WORK. Such amount is the actual cash value agreed upon as the loss to SLDMWA resulting from Contractor's delay.
- B. The amount of the liquidated damages to be paid by Contractor to the SLDMWA shall be as follows, per **Calendar Day** until the work in question is completed:
 - Failure to complete commissioning Three thousand dollars (\$3,000)
by the end of the approved outage
stated in the Interruption of Service Request.
- C. The provision for liquidated damages shall not act as a limitation on SLDMWA if Contractor abandons the Work, and shall not stop accruing if Contractor abandons the Work. In such event, Contractor shall be liable to SLDMWA for all losses incurred, including but not limited to liquidated damages for delay through completion.
- D. In no event shall the liquidated damages exceed ten percent (10%) of the contract value.

XIII. PERFORMANCE AND PAYMENT BONDS

- A. The Contractor shall, before beginning said work, file two bonds with the SLDMWA, each made payable to the SLDMWA. These bonds shall be issued by a Surety Company authorized to do business in the State of California, and shall be maintained during the entire life of the Contract at the expense of the Contractor.
 - 1. One bond shall be the Performance Bond in the amount of one hundred percent (100%) of the Contract and shall guarantee the faithful performance of the Contract.
 - 2. The second bond shall be the Payment Bond required by Part 6, Title 3, Chapter 5, Division Four of the Civil Code of the State of California, commencing with section 9550, and shall be in the amount of one hundred percent (100%) of the Contract.

- B. Any alteration or alterations made in any provision of this Contract shall not operate to release any surety from liability on any bond required hereunder and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of Section 2819 of the Civil Code.
- C. Bonds shall only be accepted from an “*Admitted surety insurer*”, which means an insurer to which the Insurance Commissioner has issued a certificate of authority to transact surety insurance in this state. ***Contractor must submit all of the following with the bonds:***
 - 1. The original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws or other instrument entitling or authorizing the person who executed the bond to do so.

XIV. LABOR CODE COMPLIANCE

SLDMWA affirmatively identifies this project as a “public work” as that term is defined by Labor Code section 1720, and the project is, therefore, subject to prevailing wages under Labor Code section 1771. As addressed in greater detail in the General Conditions, Contractor and its subcontractors shall fully comply with all the provisions of the California Labor Code governing the performance of public works contracts including, but not limited to, payment of prevailing wages, limitations on time worked, compliance with apprentice requirements, maintenance of payroll records, posting of wages at job site and prohibitions against discrimination.

XV. UNFAIR COMPETITION

- A. The following provision is included in this agreement pursuant to California Public Contract Code §7103.5.

"In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assigning to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties."

XVI. ASSIGNMENT

Neither this Agreement nor any rights herein of Contractor shall be assigned without the written consent of SLDMWA first obtained.

XVII. NO THIRD PARTY BENEFICIARIES

This Agreement is entered into solely between the SLDMWA and Contractor. There are no third party beneficiaries, intended, unintended, or otherwise to this Agreement.

XVIII. AGREEMENT BINDING

This Agreement shall bind and insure to the heirs, devisees, assignees and successors in interest of Contractor and to the successors in interest of District in the same manner as if such parties had been expressly named herein.

XIX. GOVERNING LAW

This Agreement will be governed by and construed in accordance with the laws of the State of California.

//////SIGNATURE PAGE FOLLOWS//////

IN WITNESS WHEREOF, the parties hereto have signed the Agreement on the date set forth opposite their names.

Contractors are required by law to be licensed and regulated by the Contractor’s State License Board, which has jurisdiction to investigate complaints against contractors if a complaint is filed within three years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors’ State License Board, P.O. Box 26000, Sacramento, California 95826.

CONTRACTOR:

(California Corporations: must be signed by company’s 1) CEO or President or 2) by its Vice President *as well as* the Secretary or CFO.)

Date

Tax I.D. Number

Signature

Signature

Print Name

Print Name

Title

Title

**SAN LUIS & DELTA-MENDOTA WATER
AUTHORITY, A Joint Powers Agency:**

Date

ATTEST:

Pablo Arroyave, Chief Operating Officer

CERTIFICATE OF ACKNOWLEDGMENT pursuant to Civil Code, Section 1189, must be provided for Contractor's signature.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

CERTIFICATE OF ACKNOWLEDGMENT

State of _____

County of _____

On _____, 20__, before me, _____, **Notary Public**, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY of PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

CONSTRUCTION AGREEMENT
For
JONES PUMPING PLANT EXCITATION CABINET & CONTROL PANEL REFURBISHMENT

THIS AGREEMENT, dated as of August ___, 2025 is between the **SAN LUIS & DELTA-MENDOTA WATER AUTHORITY**, a California Joint Powers Agency, (hereinafter called "SLDMWA"), and Power Systems Professionals, Inc., DBA Power Pros, a California Corporation (hereinafter called "Contractor"). SLDMWA and Contractor may be referenced herein individually as "Party" or collectively as the "Parties."

The parties hereto mutually agree to the terms and condition set forth herein.

I. CONTRACT DOCUMENTS

- A. The Contract Documents referred to herein are incorporated herein by reference as if set forth in full in this Agreement.
- B. Work called for in any one Contract Document and not mentioned in another is to be performed and executed as if mentioned in all Contract Documents. The table of contents, titles and headings contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect or limit the interpretations of the provisions to which they refer.
- C. The Contract Documents shall include the Notice inviting bids, Addenda, Sealed Bid Form, Construction Agreement, the Bid Guarantee, the Performance Bond, the Payment Bond, Guarantee Form, the General Conditions, the Special Provisions, Specifications, Exhibits, Permits from other agencies that may be required by law, the Contract Drawings and Plans, hazardous material requirements, the Contract Schedule, and any and all supplemental agreements amending or extending the Work contemplated and which may be required to complete the Work in an acceptable manner. Supplemental agreements are written agreements covering alterations, amendments or extensions to the Contract Documents and include Change Orders, Construction Change Directives, Field Directives, Field Orders, Bulletins and supplemental drawings.

II. DEFINITIONS

Unless otherwise specifically provided herein, all works and phrases defined in the General Conditions shall have the same meaning and intent in this Agreement.

III. ORDER OF PRECEDENCE

In case of conflict among the Contract Documents, this Agreement shall govern over General Conditions and Special Provisions (if any), detail drawings shall govern over small-scale drawings, the specifications shall govern over the drawings, Special Provisions (if any) shall govern over the drawings and General Conditions, and change orders shall govern over the original documents, unless a different order of precedence is noted.

IV. SCOPE OF CONTRACT

Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, material, and transportation necessary to perform and complete in a good and workmanlike manner to the satisfaction of SLDMWA, all the work required for the Contract for Pump #2 of the Project entitled:

Jones Pumping Plant Excitation Cabinet & Control Panel Refurbishment

V. CONTRACT AMOUNT AND PAYMENTS

SLDMWA agrees to pay and Contractor agrees to accept, in full payment for the above work, Three Million Five Hundred Sixty-Five Thousand Five Hundred Sixty-Eight DOLLARS and Ten CENTS (\$3,565,568.10) as the stipulated sum price which Contractor bid in its Sealed Bid Form, subject to additions and deductions by Change Order(s) as provided in the General Conditions.

Progress and final payments shall be in accordance with the General Conditions.

Invoices must be submitted to Accounts Payable at accounts.payable@sldmwa.org. Approved invoices will be paid within 30 days.

SLDMWA may dispute any invoice or portion thereof which is not properly documented and in accordance with the Agreement. For any disputed payment, SLDMWA shall provide written notice describing its dispute to Consultant. 30-day payment period does not begin until an approved, undisputed invoice is received. There will be no interruption in services while invoices are being disputed. Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of SLDMWA. This decision shall be final and conclusive unless within ten (10) days from the date of the receipt of its copy, Contractor mails or otherwise furnishes a written appeal to SLDMWA's Chief Operating Officer. In connection with any such appeal, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Chief Operating Officer shall be binding upon Contractor and Contractor shall abide by the decision. Unless otherwise directed by SLDMWA, Contractor shall continue performance under this Agreement while matters in dispute are being resolved. In the event of a dispute between each parties Terms & Conditions, SLDMWA terms will prevail.

Systems Progress Payments – for each Contract, Contractor may bill for the respective CLIN per the following conditions. The applicable CLINs are Automation Control Systems (#-6), Pump Control Boards (#-7), Excitation Systems (#-9), and Power Potential Transformers (#-10) where # designates the contract number.

- (1) Complete submittal and approval of technical submittals for Sections:
 - a. (#-6) Automation Control Systems – 30%.
 - b. (#-7) Pump Control Boards – 30%.
 - c. (#-9) Excitation Systems – 30%.
 - d. (#-10) Power Potential Transformers – 30%.
 - e. Relevant submittals will be identified in Table 01 33 00A – List of Submittals.
- (2) Complete factory acceptance tests for Sections:
 - a. (#-6) Automation Control Systems – 35%.
 - b. (#-7) Pump Control Boards – 35%.
 - c. (#-9) Excitation Systems – 35%.
 - d. (#-10) Power Potential Transformers – 35%.
- (3) Complete field installation, commissioning and acceptance for Sections:
 - a. (#-6) Automation Control Systems – 35%.
 - b. (#-7) Pump Control Boards – 35%.

- c. (#-9) Excitation Systems – 35%.
- d. (#-10) Power Potential Transformers – 35%.

Note, the other CLINs not included in the Systems Progress Payments above are billable when the work is completed.

VI. LICENSE AND DIR REGISTRATION.

By executing this Agreement, Contractor represents that it is currently licensed by the California Contractors State License Board, Class A, License number 843594, and that Contractor is registered with the California Department of Industrial Relations as required by California Labor Code section 1725.5, registration number 1000580875.

VII. RETENTION OF SUMS CHARGED AGAINST CONTRACTOR

When, under the provisions of this contract, SLDMWA shall charge any sum of money against Contractor, SLDMWA shall deduct and retain the amount of such charge from the amount of the next succeeding progress estimate, or from any other moneys due or that may become due to the Contractor from SLDMWA. If, on completion or termination of the Contract, sums due contractor are insufficient to pay SLDMWA's charges against Contractor, SLDMWA shall have the right to recover the balance from Contractor or its sureties.

VIII. TIME OF COMPLETION

The entire Work shall be brought to completion in the manner and within the time period provided for in the Notice to Proceed, together with such additional time as may be provided by any change order issued pursuant to the Contract Documents, commencing on the date specified in the Notice to Proceed.

- B. Failure to complete the Work by the completion date and in the manner provided for by the Contract Documents shall subject Contractor to liquidated damages as hereinafter provided in this Agreement. Time is of the essence in these Contract Documents.
- C. The Contractor shall submit short interval schedules as provided for in General Conditions section 7.05D.
- D. Notwithstanding General Conditions section 7.20, the Contractor shall not be required to perform final cleaning of the entire Project prior to acceptance of the Contract work.
- E. The Contractor acknowledges that it **is not authorized to begin any work** prior to receipt of a Notice to Proceed and will not be compensated for any work commenced before receipt of a Notice to Proceed. The Contractor further acknowledges that this Contract may be terminated for convenience prior to the Contractor receiving a Notice to Proceed, and that the Contractor is not anticipated to receive a Notice to Proceed until approximately November 13, 2026.

IX. INSURANCE

Contractor shall maintain in full force and effect at all times during the term of the Agreement, at its sole expense, policies of insurance in accordance with the General Conditions.

X. NO WAIVER OF REMEDIES

- A. Neither the inspection by SLDMWA or its agents, nor any order or certificate for the payment of money, nor any payment for, nor acceptance of the whole or any part of the Work by SLDMWA, nor any extensions of time, nor any position taken by SLDMWA or its agents shall operate as a waiver of any provision of this Agreement or of any power herein reserved to SLDMWA or any right to damages herein provided, nor shall any waiver of any breach of the Agreement be held to

be a waiver of any other or subsequent breach.

- B. All remedies provided in this Agreement shall be taken and construed as cumulative; that is, in addition to each and every other remedy herein provided, and SLDMWA shall have any and all equitable and legal remedies which it would in any case have.

XI. DETERMINATION OF DAMAGES

- A. The actual fact of the occurrences of damages and the actual amount of the damages which SLDMWA would suffer if the work were not completed within the specified times set forth are dependent upon many circumstances and conditions which could prevail in various combinations, and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages.
- B. Damages which SLDMWA would suffer in the event of delay include loss of the use of the Project, and, in addition, expenses of prolonged employment of an architectural and engineering staff; costs of administration, inspection, and supervision; and the loss suffered by the public within the San Luis & Delta-Mendota Water Authority by reasons of the delay in the completion of the Project to serve the public at the earliest possible time.
- C. Accordingly, the parties hereto agree, and by execution of this Agreement, Contractor acknowledges that it understands, has ascertained and agrees, that the amounts set forth herein as liquidated damages shall be presumed to be that amount of damages sustained by the failure of Contractor to complete the entire work within the times specified.

XII. LIQUIDATED DAMAGES

- A. *See also* GENERAL CONDITIONS SECTION 8.10. LIQUIDATED DAMAGES FOR DELAY and Milestones in SPECIFICATIONS SECTION 01 11 00 SUMMARY OF WORK. Such amount is the actual cash value agreed upon as the loss to SLDMWA resulting from Contractor's delay.
- B. The amount of the liquidated damages to be paid by Contractor to the SLDMWA shall be as follows, per **Calendar Day** until the work in question is completed:
 - Failure to complete commissioning Three thousand dollars (\$3,000)
by the end of the approved outage
stated in the Interruption of Service Request.
- C. The provision for liquidated damages shall not act as a limitation on SLDMWA if Contractor abandons the Work, and shall not stop accruing if Contractor abandons the Work. In such event, Contractor shall be liable to SLDMWA for all losses incurred, including but not limited to liquidated damages for delay through completion.
- D. In no event shall the liquidated damages exceed ten percent (10%) of the contract value.

XIII. PERFORMANCE AND PAYMENT BONDS

- A. The Contractor shall, before beginning said work, file two bonds with the SLDMWA, each made payable to the SLDMWA. These bonds shall be issued by a Surety Company authorized to do business in the State of California, and shall be maintained during the entire life of the Contract at the expense of the Contractor.
 - 1. One bond shall be the Performance Bond in the amount of one hundred percent (100%) of the Contract and shall guarantee the faithful performance of the Contract.
 - 2. The second bond shall be the Payment Bond required by Part 6, Title 3, Chapter 5, Division Four of the Civil Code of the State of California, commencing with section 9550, and shall be in the amount of one hundred percent (100%) of the Contract.

- B. Any alteration or alterations made in any provision of this Contract shall not operate to release any surety from liability on any bond required hereunder and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of Section 2819 of the Civil Code.
- C. Bonds shall only be accepted from an “*Admitted surety insurer*”, which means an insurer to which the Insurance Commissioner has issued a certificate of authority to transact surety insurance in this state. ***Contractor must submit all of the following with the bonds:***
 - 1. The original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws or other instrument entitling or authorizing the person who executed the bond to do so.

XIV. LABOR CODE COMPLIANCE

SLDMWA affirmatively identifies this project as a “public work” as that term is defined by Labor Code section 1720, and the project is, therefore, subject to prevailing wages under Labor Code section 1771. As addressed in greater detail in the General Conditions, Contractor and its subcontractors shall fully comply with all the provisions of the California Labor Code governing the performance of public works contracts including, but not limited to, payment of prevailing wages, limitations on time worked, compliance with apprentice requirements, maintenance of payroll records, posting of wages at job site and prohibitions against discrimination.

XV. UNFAIR COMPETITION

- A. The following provision is included in this agreement pursuant to California Public Contract Code §7103.5.

"In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assigning to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties."

XVI. ASSIGNMENT

Neither this Agreement nor any rights herein of Contractor shall be assigned without the written consent of SLDMWA first obtained.

XVII. NO THIRD PARTY BENEFICIARIES

This Agreement is entered into solely between the SLDMWA and Contractor. There are no third party beneficiaries, intended, unintended, or otherwise to this Agreement.

XVIII. AGREEMENT BINDING

This Agreement shall bind and insure to the heirs, devisees, assignees and successors in interest of Contractor and to the successors in interest of District in the same manner as if such parties had been expressly named herein.

XIX. GOVERNING LAW

This Agreement will be governed by and construed in accordance with the laws of the State of California.

//////SIGNATURE PAGE FOLLOWS//////

IN WITNESS WHEREOF, the parties hereto have signed the Agreement on the date set forth opposite their names.

Contractors are required by law to be licensed and regulated by the Contractor's State License Board, which has jurisdiction to investigate complaints against contractors if a complaint is filed within three years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

CONTRACTOR:

(California Corporations: must be signed by company's 1) CEO or President or 2) by its Vice President *as well as* the Secretary or CFO.)

Date

Tax I.D. Number

Signature

Signature

Print Name

Print Name

Title

Title

**SAN LUIS & DELTA-MENDOTA WATER
AUTHORITY, A Joint Powers Agency:**

Date

ATTEST:

Pablo Arroyave, Chief Operating Officer

CERTIFICATE OF ACKNOWLEDGMENT pursuant to Civil Code, Section 1189, must be provided for Contractor's signature.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

CERTIFICATE OF ACKNOWLEDGMENT

State of _____

County of _____

On _____, 20__, before me, _____, **Notary Public**, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY of PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

CONSTRUCTION AGREEMENT
For
JONES PUMPING PLANT EXCITATION CABINET & CONTROL PANEL REFURBISHMENT

THIS AGREEMENT, dated as of August ___, 2025 is between the **SAN LUIS & DELTA-MENDOTA WATER AUTHORITY**, a California Joint Powers Agency, (hereinafter called "SLDMWA"), and Power Systems Professionals, Inc., DBA Power Pros, a California Corporation (hereinafter called "Contractor"). SLDMWA and Contractor may be referenced herein individually as "Party" or collectively as the "Parties."

The parties hereto mutually agree to the terms and condition set forth herein.

I. CONTRACT DOCUMENTS

- A. The Contract Documents referred to herein are incorporated herein by reference as if set forth in full in this Agreement.
- B. Work called for in any one Contract Document and not mentioned in another is to be performed and executed as if mentioned in all Contract Documents. The table of contents, titles and headings contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect or limit the interpretations of the provisions to which they refer.
- C. The Contract Documents shall include the Notice inviting bids, Addenda, Sealed Bid Form, Construction Agreement, the Bid Guarantee, the Performance Bond, the Payment Bond, Guarantee Form, the General Conditions, the Special Provisions, Specifications, Exhibits, Permits from other agencies that may be required by law, the Contract Drawings and Plans, hazardous material requirements, the Contract Schedule, and any and all supplemental agreements amending or extending the Work contemplated and which may be required to complete the Work in an acceptable manner. Supplemental agreements are written agreements covering alterations, amendments or extensions to the Contract Documents and include Change Orders, Construction Change Directives, Field Directives, Field Orders, Bulletins and supplemental drawings.

II. DEFINITIONS

Unless otherwise specifically provided herein, all works and phrases defined in the General Conditions shall have the same meaning and intent in this Agreement.

III. ORDER OF PRECEDENCE

In case of conflict among the Contract Documents, this Agreement shall govern over General Conditions and Special Provisions (if any), detail drawings shall govern over small-scale drawings, the specifications shall govern over the drawings, Special Provisions (if any) shall govern over the drawings and General Conditions, and change orders shall govern over the original documents, unless a different order of precedence is noted.

IV. SCOPE OF CONTRACT

Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, material, and transportation necessary to perform and complete in a good and workmanlike manner to the satisfaction of SLDMWA, all the work required for the Contract for Pump #3 of the Project entitled:

Jones Pumping Plant Excitation Cabinet & Control Panel Refurbishment

V. CONTRACT AMOUNT AND PAYMENTS

SLDMWA agrees to pay and Contractor agrees to accept, in full payment for the above work, Three Million Five Hundred Eleven Thousand Six Hundred Three DOLLARS and Twenty CENTS (\$3,511,603.20) as the stipulated sum price which Contractor bid in its Sealed Bid Form, subject to additions and deductions by Change Order(s) as provided in the General Conditions.

Progress and final payments shall be in accordance with the General Conditions.

Invoices must be submitted to Accounts Payable at accounts.payable@sldmwa.org. Approved invoices will be paid within 30 days.

SLDMWA may dispute any invoice or portion thereof which is not properly documented and in accordance with the Agreement. For any disputed payment, SLDMWA shall provide written notice describing its dispute to Consultant. 30-day payment period does not begin until an approved, undisputed invoice is received. There will be no interruption in services while invoices are being disputed. Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of SLDMWA. This decision shall be final and conclusive unless within ten (10) days from the date of the receipt of its copy, Contractor mails or otherwise furnishes a written appeal to SLDMWA's Chief Operating Officer. In connection with any such appeal, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Chief Operating Officer shall be binding upon Contractor and Contractor shall abide by the decision. Unless otherwise directed by SLDMWA, Contractor shall continue performance under this Agreement while matters in dispute are being resolved. In the event of a dispute between each parties Terms & Conditions, SLDMWA terms will prevail.

Systems Progress Payments – for each Contract, Contractor may bill for the respective CLIN per the following conditions. The applicable CLINs are Automation Control Systems (#-6), Pump Control Boards (#-7), Excitation Systems (#-9), and Power Potential Transformers (#-10) where # designates the contract number.

- (1) Complete submittal and approval of technical submittals for Sections:
 - a. (#-6) Automation Control Systems – 30%.
 - b. (#-7) Pump Control Boards – 30%.
 - c. (#-9) Excitation Systems – 30%.
 - d. (#-10) Power Potential Transformers – 30%.
 - e. Relevant submittals will be identified in Table 01 33 00A – List of Submittals.
- (2) Complete factory acceptance tests for Sections:
 - a. (#-6) Automation Control Systems – 35%.
 - b. (#-7) Pump Control Boards – 35%.
 - c. (#-9) Excitation Systems – 35%.
 - d. (#-10) Power Potential Transformers – 35%.
- (3) Complete field installation, commissioning and acceptance for Sections:
 - a. (#-6) Automation Control Systems – 35%.
 - b. (#-7) Pump Control Boards – 35%.

- c. (#-9) Excitation Systems – 35%.
- d. (#-10) Power Potential Transformers – 35%.

Note, the other CLINs not included in the Systems Progress Payments above are billable when the work is completed.

VI. LICENSE AND DIR REGISTRATION.

By executing this Agreement, Contractor represents that it is currently licensed by the California Contractors State License Board, Class A, License number 843594, and that Contractor is registered with the California Department of Industrial Relations as required by California Labor Code section 1725.5, registration number 1000580875.

VII. RETENTION OF SUMS CHARGED AGAINST CONTRACTOR

When, under the provisions of this contract, SLDMWA shall charge any sum of money against Contractor, SLDMWA shall deduct and retain the amount of such charge from the amount of the next succeeding progress estimate, or from any other moneys due or that may become due to the Contractor from SLDMWA. If, on completion or termination of the Contract, sums due contractor are insufficient to pay SLDMWA's charges against Contractor, SLDMWA shall have the right to recover the balance from Contractor or its sureties.

VIII. TIME OF COMPLETION

The entire Work shall be brought to completion in the manner and within the time period provided for in the Notice to Proceed, together with such additional time as may be provided by any change order issued pursuant to the Contract Documents, commencing on the date specified in the Notice to Proceed.

- B. Failure to complete the Work by the completion date and in the manner provided for by the Contract Documents shall subject Contractor to liquidated damages as hereinafter provided in this Agreement. Time is of the essence in these Contract Documents.
- C. The Contractor shall submit short interval schedules as provided for in General Conditions section 7.05D.
- D. Notwithstanding General Conditions section 7.20, the Contractor shall not be required to perform final cleaning of the entire Project prior to acceptance of the Contract work.
- E. The Contractor acknowledges that it **is not authorized to begin any work** prior to receipt of a Notice to Proceed and will not be compensated for any work commenced before receipt of a Notice to Proceed. The Contractor further acknowledges that this Contract may be terminated for convenience prior to the Contractor receiving a Notice to Proceed, and that the Contractor is not anticipated to receive a Notice to Proceed until approximately March 05, 2027.

IX. INSURANCE

Contractor shall maintain in full force and effect at all times during the term of the Agreement, at its sole expense, policies of insurance in accordance with the General Conditions.

X. NO WAIVER OF REMEDIES

- A. Neither the inspection by SLDMWA or its agents, nor any order or certificate for the payment of money, nor any payment for, nor acceptance of the whole or any part of the Work by SLDMWA, nor any extensions of time, nor any position taken by SLDMWA or its agents shall operate as a waiver of any provision of this Agreement or of any power herein reserved to SLDMWA or any right to damages herein provided, nor shall any waiver of any breach of the Agreement be held to

be a waiver of any other or subsequent breach.

- B. All remedies provided in this Agreement shall be taken and construed as cumulative; that is, in addition to each and every other remedy herein provided, and SLDMWA shall have any and all equitable and legal remedies which it would in any case have.

XI. DETERMINATION OF DAMAGES

- A. The actual fact of the occurrences of damages and the actual amount of the damages which SLDMWA would suffer if the work were not completed within the specified times set forth are dependent upon many circumstances and conditions which could prevail in various combinations, and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages.
- B. Damages which SLDMWA would suffer in the event of delay include loss of the use of the Project, and, in addition, expenses of prolonged employment of an architectural and engineering staff; costs of administration, inspection, and supervision; and the loss suffered by the public within the San Luis & Delta-Mendota Water Authority by reasons of the delay in the completion of the Project to serve the public at the earliest possible time.
- C. Accordingly, the parties hereto agree, and by execution of this Agreement, Contractor acknowledges that it understands, has ascertained and agrees, that the amounts set forth herein as liquidated damages shall be presumed to be that amount of damages sustained by the failure of Contractor to complete the entire work within the times specified.

XII. LIQUIDATED DAMAGES

- A. *See also* GENERAL CONDITIONS SECTION 8.10. LIQUIDATED DAMAGES FOR DELAY and Milestones in SPECIFICATIONS SECTION 01 11 00 SUMMARY OF WORK. Such amount is the actual cash value agreed upon as the loss to SLDMWA resulting from Contractor's delay.
- B. The amount of the liquidated damages to be paid by Contractor to the SLDMWA shall be as follows, per **Calendar Day** until the work in question is completed:
 - Failure to complete commissioning Three thousand dollars (\$3,000)
by the end of the approved outage
stated in the Interruption of Service Request.
- C. The provision for liquidated damages shall not act as a limitation on SLDMWA if Contractor abandons the Work, and shall not stop accruing if Contractor abandons the Work. In such event, Contractor shall be liable to SLDMWA for all losses incurred, including but not limited to liquidated damages for delay through completion.
- D. In no event shall the liquidated damages exceed ten percent (10%) of the contract value.

XIII. PERFORMANCE AND PAYMENT BONDS

- A. The Contractor shall, before beginning said work, file two bonds with the SLDMWA, each made payable to the SLDMWA. These bonds shall be issued by a Surety Company authorized to do business in the State of California, and shall be maintained during the entire life of the Contract at the expense of the Contractor.
 - 1. One bond shall be the Performance Bond in the amount of one hundred percent (100%) of the Contract and shall guarantee the faithful performance of the Contract.
 - 2. The second bond shall be the Payment Bond required by Part 6, Title 3, Chapter 5, Division Four of the Civil Code of the State of California, commencing with section 9550, and shall be in the amount of one hundred percent (100%) of the Contract.

- B. Any alteration or alterations made in any provision of this Contract shall not operate to release any surety from liability on any bond required hereunder and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of Section 2819 of the Civil Code.
- C. Bonds shall only be accepted from an “*Admitted surety insurer*”, which means an insurer to which the Insurance Commissioner has issued a certificate of authority to transact surety insurance in this state. ***Contractor must submit all of the following with the bonds:***
 - 1. The original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws or other instrument entitling or authorizing the person who executed the bond to do so.

XIV. LABOR CODE COMPLIANCE

SLDMWA affirmatively identifies this project as a “public work” as that term is defined by Labor Code section 1720, and the project is, therefore, subject to prevailing wages under Labor Code section 1771. As addressed in greater detail in the General Conditions, Contractor and its subcontractors shall fully comply with all the provisions of the California Labor Code governing the performance of public works contracts including, but not limited to, payment of prevailing wages, limitations on time worked, compliance with apprentice requirements, maintenance of payroll records, posting of wages at job site and prohibitions against discrimination.

XV. UNFAIR COMPETITION

- A. The following provision is included in this agreement pursuant to California Public Contract Code §7103.5.

"In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assigning to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties."

XVI. ASSIGNMENT

Neither this Agreement nor any rights herein of Contractor shall be assigned without the written consent of SLDMWA first obtained.

XVII. NO THIRD PARTY BENEFICIARIES

This Agreement is entered into solely between the SLDMWA and Contractor. There are no third party beneficiaries, intended, unintended, or otherwise to this Agreement.

XVIII. AGREEMENT BINDING

This Agreement shall bind and insure to the heirs, devisees, assignees and successors in interest of Contractor and to the successors in interest of District in the same manner as if such parties had been expressly named herein.

XIX. GOVERNING LAW

This Agreement will be governed by and construed in accordance with the laws of the State of California.

//////SIGNATURE PAGE FOLLOWS//////

IN WITNESS WHEREOF, the parties hereto have signed the Agreement on the date set forth opposite their names.

Contractors are required by law to be licensed and regulated by the Contractor's State License Board, which has jurisdiction to investigate complaints against contractors if a complaint is filed within three years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

CONTRACTOR:

(California Corporations: must be signed by company's 1) CEO or President or 2) by its Vice President *as well as* the Secretary or CFO.)

Date

Tax I.D. Number

Signature

Signature

Print Name

Print Name

Title

Title

**SAN LUIS & DELTA-MENDOTA WATER
AUTHORITY, A Joint Powers Agency:**

Date

ATTEST:

Pablo Arroyave, Chief Operating Officer

CERTIFICATE OF ACKNOWLEDGMENT pursuant to Civil Code, Section 1189, must be provided for Contractor's signature.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

CERTIFICATE OF ACKNOWLEDGMENT

State of _____

County of _____

On _____, 20__, before me, _____, **Notary Public**, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY of PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

CONSTRUCTION AGREEMENT
For
JONES PUMPING PLANT EXCITATION CABINET & CONTROL PANEL REFURBISHMENT

THIS AGREEMENT, dated as of August ___, 2025 is between the **SAN LUIS & DELTA-MENDOTA WATER AUTHORITY**, a California Joint Powers Agency, (hereinafter called "SLDMWA"), and Power Systems Professionals, Inc., DBA Power Pros, a California Corporation (hereinafter called "Contractor"). SLDMWA and Contractor may be referenced herein individually as "Party" or collectively as the "Parties."

The parties hereto mutually agree to the terms and condition set forth herein.

I. CONTRACT DOCUMENTS

- A. The Contract Documents referred to herein are incorporated herein by reference as if set forth in full in this Agreement.
- B. Work called for in any one Contract Document and not mentioned in another is to be performed and executed as if mentioned in all Contract Documents. The table of contents, titles and headings contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect or limit the interpretations of the provisions to which they refer.
- C. The Contract Documents shall include the Notice inviting bids, Addenda, Sealed Bid Form, Construction Agreement, the Bid Guarantee, the Performance Bond, the Payment Bond, Guarantee Form, the General Conditions, the Special Provisions, Specifications, Exhibits, Permits from other agencies that may be required by law, the Contract Drawings and Plans, hazardous material requirements, the Contract Schedule, and any and all supplemental agreements amending or extending the Work contemplated and which may be required to complete the Work in an acceptable manner. Supplemental agreements are written agreements covering alterations, amendments or extensions to the Contract Documents and include Change Orders, Construction Change Directives, Field Directives, Field Orders, Bulletins and supplemental drawings.

II. DEFINITIONS

Unless otherwise specifically provided herein, all works and phrases defined in the General Conditions shall have the same meaning and intent in this Agreement.

III. ORDER OF PRECEDENCE

In case of conflict among the Contract Documents, this Agreement shall govern over General Conditions and Special Provisions (if any), detail drawings shall govern over small-scale drawings, the specifications shall govern over the drawings, Special Provisions (if any) shall govern over the drawings and General Conditions, and change orders shall govern over the original documents, unless a different order of precedence is noted.

IV. SCOPE OF CONTRACT

Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, material, and transportation necessary to perform and complete in a good and workmanlike manner to the satisfaction of SLDMWA, all the work required for the Contract for Pump #5 of the Project entitled:

Jones Pumping Plant Excitation Cabinet & Control Panel Refurbishment

V. CONTRACT AMOUNT AND PAYMENTS

SLDMWA agrees to pay and Contractor agrees to accept, in full payment for the above work, Three Million Five Hundred Twenty-Eight Thousand Seventy-Three DOLLARS and Fifty CENTS (\$3,528,073.50) as the stipulated sum price which Contractor bid in its Sealed Bid Form, subject to additions and deductions by Change Order(s) as provided in the General Conditions.

Progress and final payments shall be in accordance with the General Conditions.

Invoices must be submitted to Accounts Payable at accounts.payable@sldmwa.org. Approved invoices will be paid within 30 days.

SLDMWA may dispute any invoice or portion thereof which is not properly documented and in accordance with the Agreement. For any disputed payment, SLDMWA shall provide written notice describing its dispute to Consultant. 30-day payment period does not begin until an approved, undisputed invoice is received. There will be no interruption in services while invoices are being disputed. Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of SLDMWA. This decision shall be final and conclusive unless within ten (10) days from the date of the receipt of its copy, Contractor mails or otherwise furnishes a written appeal to SLDMWA's Chief Operating Officer. In connection with any such appeal, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Chief Operating Officer shall be binding upon Contractor and Contractor shall abide by the decision. Unless otherwise directed by SLDMWA, Contractor shall continue performance under this Agreement while matters in dispute are being resolved. In the event of a dispute between each parties Terms & Conditions, SLDMWA terms will prevail.

Systems Progress Payments – for each Contract, Contractor may bill for the respective CLIN per the following conditions. The applicable CLINs are Automation Control Systems (#-6), Pump Control Boards (#-7), Excitation Systems (#-9), and Power Potential Transformers (#-10) where # designates the contract number.

- (1) Complete submittal and approval of technical submittals for Sections:
 - a. (#-6) Automation Control Systems – 30%.
 - b. (#-7) Pump Control Boards – 30%.
 - c. (#-9) Excitation Systems – 30%.
 - d. (#-10) Power Potential Transformers – 30%.
 - e. Relevant submittals will be identified in Table 01 33 00A – List of Submittals.
- (2) Complete factory acceptance tests for Sections:
 - a. (#-6) Automation Control Systems – 35%.
 - b. (#-7) Pump Control Boards – 35%.
 - c. (#-9) Excitation Systems – 35%.
 - d. (#-10) Power Potential Transformers – 35%.
- (3) Complete field installation, commissioning and acceptance for Sections:
 - a. (#-6) Automation Control Systems – 35%.
 - b. (#-7) Pump Control Boards – 35%.

- c. (#-9) Excitation Systems – 35%.
- d. (#-10) Power Potential Transformers – 35%.

Note, the other CLINs not included in the Systems Progress Payments above are billable when the work is completed.

VI. LICENSE AND DIR REGISTRATION.

By executing this Agreement, Contractor represents that it is currently licensed by the California Contractors State License Board, Class A, License number 843594, and that Contractor is registered with the California Department of Industrial Relations as required by California Labor Code section 1725.5, registration number 1000580875.

VII. RETENTION OF SUMS CHARGED AGAINST CONTRACTOR

When, under the provisions of this contract, SLDMWA shall charge any sum of money against Contractor, SLDMWA shall deduct and retain the amount of such charge from the amount of the next succeeding progress estimate, or from any other moneys due or that may become due to the Contractor from SLDMWA. If, on completion or termination of the Contract, sums due contractor are insufficient to pay SLDMWA's charges against Contractor, SLDMWA shall have the right to recover the balance from Contractor or its sureties.

VIII. TIME OF COMPLETION

The entire Work shall be brought to completion in the manner and within the time period provided for in the Notice to Proceed, together with such additional time as may be provided by any change order issued pursuant to the Contract Documents, commencing on the date specified in the Notice to Proceed.

- B. Failure to complete the Work by the completion date and in the manner provided for by the Contract Documents shall subject Contractor to liquidated damages as hereinafter provided in this Agreement. Time is of the essence in these Contract Documents.
- C. The Contractor shall submit short interval schedules as provided for in General Conditions section 7.05D.
- D. Notwithstanding General Conditions section 7.20, the Contractor shall not be required to perform final cleaning of the entire Project prior to acceptance of the Contract work.
- E. The Contractor acknowledges that it **is not authorized to begin any work** prior to receipt of a Notice to Proceed and will not be compensated for any work commenced before receipt of a Notice to Proceed. The Contractor further acknowledges that this Contract may be terminated for convenience prior to the Contractor receiving a Notice to Proceed, and that the Contractor is not anticipated to receive a Notice to Proceed until approximately June 25, 2027.

IX. INSURANCE

Contractor shall maintain in full force and effect at all times during the term of the Agreement, at its sole expense, policies of insurance in accordance with the General Conditions.

X. NO WAIVER OF REMEDIES

- A. Neither the inspection by SLDMWA or its agents, nor any order or certificate for the payment of money, nor any payment for, nor acceptance of the whole or any part of the Work by SLDMWA, nor any extensions of time, nor any position taken by SLDMWA or its agents shall operate as a waiver of any provision of this Agreement or of any power herein reserved to SLDMWA or any right to damages herein provided, nor shall any waiver of any breach of the Agreement be held to

be a waiver of any other or subsequent breach.

- B. All remedies provided in this Agreement shall be taken and construed as cumulative; that is, in addition to each and every other remedy herein provided, and SLDMWA shall have any and all equitable and legal remedies which it would in any case have.

XI. DETERMINATION OF DAMAGES

- A. The actual fact of the occurrences of damages and the actual amount of the damages which SLDMWA would suffer if the work were not completed within the specified times set forth are dependent upon many circumstances and conditions which could prevail in various combinations, and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages.
- B. Damages which SLDMWA would suffer in the event of delay include loss of the use of the Project, and, in addition, expenses of prolonged employment of an architectural and engineering staff; costs of administration, inspection, and supervision; and the loss suffered by the public within the San Luis & Delta-Mendota Water Authority by reasons of the delay in the completion of the Project to serve the public at the earliest possible time.
- C. Accordingly, the parties hereto agree, and by execution of this Agreement, Contractor acknowledges that it understands, has ascertained and agrees, that the amounts set forth herein as liquidated damages shall be presumed to be that amount of damages sustained by the failure of Contractor to complete the entire work within the times specified.

XII. LIQUIDATED DAMAGES

- A. *See also* GENERAL CONDITIONS SECTION 8.10. LIQUIDATED DAMAGES FOR DELAY and Milestones in SPECIFICATIONS SECTION 01 11 00 SUMMARY OF WORK. Such amount is the actual cash value agreed upon as the loss to SLDMWA resulting from Contractor's delay.
- B. The amount of the liquidated damages to be paid by Contractor to the SLDMWA shall be as follows, per **Calendar Day** until the work in question is completed:
 - Failure to complete commissioning Three thousand dollars (\$3,000)
by the end of the approved outage
stated in the Interruption of Service Request.
- C. The provision for liquidated damages shall not act as a limitation on SLDMWA if Contractor abandons the Work, and shall not stop accruing if Contractor abandons the Work. In such event, Contractor shall be liable to SLDMWA for all losses incurred, including but not limited to liquidated damages for delay through completion.
- D. In no event shall the liquidated damages exceed ten percent (10%) of the contract value.

XIII. PERFORMANCE AND PAYMENT BONDS

- A. The Contractor shall, before beginning said work, file two bonds with the SLDMWA, each made payable to the SLDMWA. These bonds shall be issued by a Surety Company authorized to do business in the State of California, and shall be maintained during the entire life of the Contract at the expense of the Contractor.
 - 1. One bond shall be the Performance Bond in the amount of one hundred percent (100%) of the Contract and shall guarantee the faithful performance of the Contract.
 - 2. The second bond shall be the Payment Bond required by Part 6, Title 3, Chapter 5, Division Four of the Civil Code of the State of California, commencing with section 9550, and shall be in the amount of one hundred percent (100%) of the Contract.

- B. Any alteration or alterations made in any provision of this Contract shall not operate to release any surety from liability on any bond required hereunder and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of Section 2819 of the Civil Code.
- C. Bonds shall only be accepted from an “*Admitted surety insurer*”, which means an insurer to which the Insurance Commissioner has issued a certificate of authority to transact surety insurance in this state. ***Contractor must submit all of the following with the bonds:***
 - 1. The original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws or other instrument entitling or authorizing the person who executed the bond to do so.

XIV. LABOR CODE COMPLIANCE

SLDMWA affirmatively identifies this project as a “public work” as that term is defined by Labor Code section 1720, and the project is, therefore, subject to prevailing wages under Labor Code section 1771. As addressed in greater detail in the General Conditions, Contractor and its subcontractors shall fully comply with all the provisions of the California Labor Code governing the performance of public works contracts including, but not limited to, payment of prevailing wages, limitations on time worked, compliance with apprentice requirements, maintenance of payroll records, posting of wages at job site and prohibitions against discrimination.

XV. UNFAIR COMPETITION

- A. The following provision is included in this agreement pursuant to California Public Contract Code §7103.5.

"In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assigning to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties."

XVI. ASSIGNMENT

Neither this Agreement nor any rights herein of Contractor shall be assigned without the written consent of SLDMWA first obtained.

XVII. NO THIRD PARTY BENEFICIARIES

This Agreement is entered into solely between the SLDMWA and Contractor. There are no third party beneficiaries, intended, unintended, or otherwise to this Agreement.

XVIII. AGREEMENT BINDING

This Agreement shall bind and insure to the heirs, devisees, assignees and successors in interest of Contractor and to the successors in interest of District in the same manner as if such parties had been expressly named herein.

XIX. GOVERNING LAW

This Agreement will be governed by and construed in accordance with the laws of the State of California.

//////SIGNATURE PAGE FOLLOWS//////

IN WITNESS WHEREOF, the parties hereto have signed the Agreement on the date set forth opposite their names.

Contractors are required by law to be licensed and regulated by the Contractor’s State License Board, which has jurisdiction to investigate complaints against contractors if a complaint is filed within three years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors’ State License Board, P.O. Box 26000, Sacramento, California 95826.

CONTRACTOR:

(California Corporations: must be signed by company’s 1) CEO or President or 2) by its Vice President *as well as* the Secretary or CFO.)

Date

Tax I.D. Number

Signature

Signature

Print Name

Print Name

Title

Title

**SAN LUIS & DELTA-MENDOTA WATER
AUTHORITY, A Joint Powers Agency:**

Date

ATTEST:

Pablo Arroyave, Chief Operating Officer

CERTIFICATE OF ACKNOWLEDGMENT pursuant to Civil Code, Section 1189, must be provided for Contractor's signature.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

CERTIFICATE OF ACKNOWLEDGMENT

State of _____

County of _____

On _____, 20__, before me, _____, **Notary Public**, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY of PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

CONSTRUCTION AGREEMENT
For
JONES PUMPING PLANT EXCITATION CABINET & CONTROL PANEL REFURBISHMENT

THIS AGREEMENT, dated as of August ___, 2025 is between the **SAN LUIS & DELTA-MENDOTA WATER AUTHORITY**, a California Joint Powers Agency, (hereinafter called "SLDMWA"), and Power Systems Professionals, Inc., DBA Power Pros, a California Corporation (hereinafter called "Contractor"). SLDMWA and Contractor may be referenced herein individually as "Party" or collectively as the "Parties."

The parties hereto mutually agree to the terms and condition set forth herein.

I. CONTRACT DOCUMENTS

- A. The Contract Documents referred to herein are incorporated herein by reference as if set forth in full in this Agreement.
- B. Work called for in any one Contract Document and not mentioned in another is to be performed and executed as if mentioned in all Contract Documents. The table of contents, titles and headings contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect or limit the interpretations of the provisions to which they refer.
- C. The Contract Documents shall include the Notice inviting bids, Addenda, Sealed Bid Form, Construction Agreement, the Bid Guarantee, the Performance Bond, the Payment Bond, Guarantee Form, the General Conditions, the Special Provisions, Specifications, Exhibits, Permits from other agencies that may be required by law, the Contract Drawings and Plans, hazardous material requirements, the Contract Schedule, and any and all supplemental agreements amending or extending the Work contemplated and which may be required to complete the Work in an acceptable manner. Supplemental agreements are written agreements covering alterations, amendments or extensions to the Contract Documents and include Change Orders, Construction Change Directives, Field Directives, Field Orders, Bulletins and supplemental drawings.

II. DEFINITIONS

Unless otherwise specifically provided herein, all works and phrases defined in the General Conditions shall have the same meaning and intent in this Agreement.

III. ORDER OF PRECEDENCE

In case of conflict among the Contract Documents, this Agreement shall govern over General Conditions and Special Provisions (if any), detail drawings shall govern over small-scale drawings, the specifications shall govern over the drawings, Special Provisions (if any) shall govern over the drawings and General Conditions, and change orders shall govern over the original documents, unless a different order of precedence is noted.

IV. SCOPE OF CONTRACT

Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, material, and transportation necessary to perform and complete in a good and workmanlike manner to the satisfaction of SLDMWA, all the work required for the Contract for Pump #6 of the Project entitled:

Jones Pumping Plant Excitation Cabinet & Control Panel Refurbishment

V. CONTRACT AMOUNT AND PAYMENTS

SLDMWA agrees to pay and Contractor agrees to accept, in full payment for the above work, Three Million Eight Hundred Forty-Three Thousand Seven Hundred DOLLARS and Twenty CENTS (\$3,843,700.20) as the stipulated sum price which Contractor bid in its Sealed Bid Form, subject to additions and deductions by Change Order(s) as provided in the General Conditions.

Progress and final payments shall be in accordance with the General Conditions.

Invoices must be submitted to Accounts Payable at accounts.payable@sldmwa.org. Approved invoices will be paid within 30 days.

SLDMWA may dispute any invoice or portion thereof which is not properly documented and in accordance with the Agreement. For any disputed payment, SLDMWA shall provide written notice describing its dispute to Consultant. 30-day payment period does not begin until an approved, undisputed invoice is received. There will be no interruption in services while invoices are being disputed. Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of SLDMWA. This decision shall be final and conclusive unless within ten (10) days from the date of the receipt of its copy, Contractor mails or otherwise furnishes a written appeal to SLDMWA's Chief Operating Officer. In connection with any such appeal, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Chief Operating Officer shall be binding upon Contractor and Contractor shall abide by the decision. Unless otherwise directed by SLDMWA, Contractor shall continue performance under this Agreement while matters in dispute are being resolved. In the event of a dispute between each parties Terms & Conditions, SLDMWA terms will prevail.

Systems Progress Payments – for each Contract, Contractor may bill for the respective CLIN per the following conditions. The applicable CLINs are Automation Control Systems (#-6), Pump Control Boards (#-7), Excitation Systems (#-9), and Power Potential Transformers (#-10) where # designates the contract number.

- (1) Complete submittal and approval of technical submittals for Sections:
 - a. (#-6) Automation Control Systems – 30%.
 - b. (#-7) Pump Control Boards – 30%.
 - c. (#-9) Excitation Systems – 30%.
 - d. (#-10) Power Potential Transformers – 30%.
 - e. Relevant submittals will be identified in Table 01 33 00A – List of Submittals.
- (2) Complete factory acceptance tests for Sections:
 - a. (#-6) Automation Control Systems – 35%.
 - b. (#-7) Pump Control Boards – 35%.
 - c. (#-9) Excitation Systems – 35%.
 - d. (#-10) Power Potential Transformers – 35%.
- (3) Complete field installation, commissioning and acceptance for Sections:
 - a. (#-6) Automation Control Systems – 35%.
 - b. (#-7) Pump Control Boards – 35%.

- c. (#-9) Excitation Systems – 35%.
- d. (#-10) Power Potential Transformers – 35%.

Note, the other CLINs not included in the Systems Progress Payments above are billable when the work is completed.

VI. LICENSE AND DIR REGISTRATION.

By executing this Agreement, Contractor represents that it is currently licensed by the California Contractors State License Board, Class A, License number 843594, and that Contractor is registered with the California Department of Industrial Relations as required by California Labor Code section 1725.5, registration number 1000580875.

VII. RETENTION OF SUMS CHARGED AGAINST CONTRACTOR

When, under the provisions of this contract, SLDMWA shall charge any sum of money against Contractor, SLDMWA shall deduct and retain the amount of such charge from the amount of the next succeeding progress estimate, or from any other moneys due or that may become due to the Contractor from SLDMWA. If, on completion or termination of the Contract, sums due contractor are insufficient to pay SLDMWA's charges against Contractor, SLDMWA shall have the right to recover the balance from Contractor or its sureties.

VIII. TIME OF COMPLETION

The entire Work shall be brought to completion in the manner and within the time period provided for in the Notice to Proceed, together with such additional time as may be provided by any change order issued pursuant to the Contract Documents, commencing on the date specified in the Notice to Proceed.

- B. Failure to complete the Work by the completion date and in the manner provided for by the Contract Documents shall subject Contractor to liquidated damages as hereinafter provided in this Agreement. Time is of the essence in these Contract Documents.
- C. The Contractor shall submit short interval schedules as provided for in General Conditions section 7.05D.
- D. Notwithstanding General Conditions section 7.20, the Contractor shall not be required to perform final cleaning of the entire Project prior to acceptance of the Contract work.
- E. The Contractor acknowledges that it **is not authorized to begin any work** prior to receipt of a Notice to Proceed and will not be compensated for any work commenced before receipt of a Notice to Proceed. The Contractor further acknowledges that this Contract may be terminated for convenience prior to the Contractor receiving a Notice to Proceed, and that the Contractor is not anticipated to receive a Notice to Proceed until approximately October 14, 2027.

IX. INSURANCE

Contractor shall maintain in full force and effect at all times during the term of the Agreement, at its sole expense, policies of insurance in accordance with the General Conditions.

X. NO WAIVER OF REMEDIES

- A. Neither the inspection by SLDMWA or its agents, nor any order or certificate for the payment of money, nor any payment for, nor acceptance of the whole or any part of the Work by SLDMWA, nor any extensions of time, nor any position taken by SLDMWA or its agents shall operate as a waiver of any provision of this Agreement or of any power herein reserved to SLDMWA or any right to damages herein provided, nor shall any waiver of any breach of the Agreement be held to

be a waiver of any other or subsequent breach.

- B. All remedies provided in this Agreement shall be taken and construed as cumulative; that is, in addition to each and every other remedy herein provided, and SLDMWA shall have any and all equitable and legal remedies which it would in any case have.

XI. DETERMINATION OF DAMAGES

- A. The actual fact of the occurrences of damages and the actual amount of the damages which SLDMWA would suffer if the work were not completed within the specified times set forth are dependent upon many circumstances and conditions which could prevail in various combinations, and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages.
- B. Damages which SLDMWA would suffer in the event of delay include loss of the use of the Project, and, in addition, expenses of prolonged employment of an architectural and engineering staff; costs of administration, inspection, and supervision; and the loss suffered by the public within the San Luis & Delta-Mendota Water Authority by reasons of the delay in the completion of the Project to serve the public at the earliest possible time.
- C. Accordingly, the parties hereto agree, and by execution of this Agreement, Contractor acknowledges that it understands, has ascertained and agrees, that the amounts set forth herein as liquidated damages shall be presumed to be that amount of damages sustained by the failure of Contractor to complete the entire work within the times specified.

XII. LIQUIDATED DAMAGES

- A. *See also* GENERAL CONDITIONS SECTION 8.10. LIQUIDATED DAMAGES FOR DELAY and Milestones in SPECIFICATIONS SECTION 01 11 00 SUMMARY OF WORK. Such amount is the actual cash value agreed upon as the loss to SLDMWA resulting from Contractor's delay.
- B. The amount of the liquidated damages to be paid by Contractor to the SLDMWA shall be as follows, per **Calendar Day** until the work in question is completed:
 - Failure to complete commissioning Three thousand dollars (\$3,000)
by the end of the approved outage
stated in the Interruption of Service Request.
- C. The provision for liquidated damages shall not act as a limitation on SLDMWA if Contractor abandons the Work, and shall not stop accruing if Contractor abandons the Work. In such event, Contractor shall be liable to SLDMWA for all losses incurred, including but not limited to liquidated damages for delay through completion.
- D. In no event shall the liquidated damages exceed ten percent (10%) of the contract value.

XIII. PERFORMANCE AND PAYMENT BONDS

- A. The Contractor shall, before beginning said work, file two bonds with the SLDMWA, each made payable to the SLDMWA. These bonds shall be issued by a Surety Company authorized to do business in the State of California, and shall be maintained during the entire life of the Contract at the expense of the Contractor.
 - 1. One bond shall be the Performance Bond in the amount of one hundred percent (100%) of the Contract and shall guarantee the faithful performance of the Contract.
 - 2. The second bond shall be the Payment Bond required by Part 6, Title 3, Chapter 5, Division Four of the Civil Code of the State of California, commencing with section 9550, and shall be in the amount of one hundred percent (100%) of the Contract.

- B. Any alteration or alterations made in any provision of this Contract shall not operate to release any surety from liability on any bond required hereunder and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of Section 2819 of the Civil Code.
- C. Bonds shall only be accepted from an “*Admitted surety insurer*”, which means an insurer to which the Insurance Commissioner has issued a certificate of authority to transact surety insurance in this state. ***Contractor must submit all of the following with the bonds:***
 - 1. The original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws or other instrument entitling or authorizing the person who executed the bond to do so.

XIV. LABOR CODE COMPLIANCE

SLDMWA affirmatively identifies this project as a “public work” as that term is defined by Labor Code section 1720, and the project is, therefore, subject to prevailing wages under Labor Code section 1771. As addressed in greater detail in the General Conditions, Contractor and its subcontractors shall fully comply with all the provisions of the California Labor Code governing the performance of public works contracts including, but not limited to, payment of prevailing wages, limitations on time worked, compliance with apprentice requirements, maintenance of payroll records, posting of wages at job site and prohibitions against discrimination.

XV. UNFAIR COMPETITION

- A. The following provision is included in this agreement pursuant to California Public Contract Code §7103.5.

"In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assigning to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties."

XVI. ASSIGNMENT

Neither this Agreement nor any rights herein of Contractor shall be assigned without the written consent of SLDMWA first obtained.

XVII. NO THIRD PARTY BENEFICIARIES

This Agreement is entered into solely between the SLDMWA and Contractor. There are no third party beneficiaries, intended, unintended, or otherwise to this Agreement.

XVIII. AGREEMENT BINDING

This Agreement shall bind and insure to the heirs, devisees, assignees and successors in interest of Contractor and to the successors in interest of District in the same manner as if such parties had been expressly named herein.

XIX. GOVERNING LAW

This Agreement will be governed by and construed in accordance with the laws of the State of California.

//////SIGNATURE PAGE FOLLOWS//////

IN WITNESS WHEREOF, the parties hereto have signed the Agreement on the date set forth opposite their names.

Contractors are required by law to be licensed and regulated by the Contractor’s State License Board, which has jurisdiction to investigate complaints against contractors if a complaint is filed within three years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors’ State License Board, P.O. Box 26000, Sacramento, California 95826.

CONTRACTOR:

(California Corporations: must be signed by company’s 1) CEO or President or 2) by its Vice President *as well as* the Secretary or CFO.)

Date

Tax I.D. Number

Signature

Signature

Print Name

Print Name

Title

Title

**SAN LUIS & DELTA-MENDOTA WATER
AUTHORITY, A Joint Powers Agency:**

Date

ATTEST:

Pablo Arroyave, Chief Operating Officer

CERTIFICATE OF ACKNOWLEDGMENT pursuant to Civil Code, Section 1189, must be provided for Contractor's signature.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

CERTIFICATE OF ACKNOWLEDGMENT

State of _____

County of _____

On _____, 20__, before me, _____, **Notary Public**, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY of PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)



NOTICE OF INTENT TO AWARD

Date: July 29, 2025

To: Power Systems Professionals, Inc. DBA Power Pros
Attn: James Burmeister
3131 Peacekeeper Way, Suite 200
McClellan Park, CA 95652

Project Title: Jones Pumping Plant Excitation & Control Panel Refurbishment
Project Specification Number: F25-JPP-007

Dear Mr. Burmeister,

This letter is to inform Power Systems Professionals, Inc. DBA Power Pros that the San Luis & Delta-Mendota Water Authority (SLDMWA) has completed the evaluation of the Technical Proposals received for the subject project and Power Pros' proposal received the highest ranking and is hereby accepted, pending Board of Directors approval (Board review scheduled August 7, 2025).

County: Alameda
Contractor: Power Systems Professionals, Inc. DBA Power Pros

CONTRACT No. 1:

Title: Jones Pumping Plant Pump Motor No. 1 Excitation & Control Panel Refurbishment
Contract Amount: \$6,868,771.45
Project Number: F25-JPP-007A

CONTRACT No. 2:

Title: Jones Pumping Plant Pump Motor No. 4 Excitation & Control Panel Refurbishment
Contract Amount: \$3,932,283.55
Project Number: F25-JPP-007B

CONTRACT No. 3:

Title: Jones Pumping Plant Pump Motor No. 2 Excitation & Control Panel Refurbishment
Contract Amount: \$3,565,568.10
Project Number: F25-JPP-007C

CONTRACT No. 4:

Title: Jones Pumping Plant Pump Motor No. 3 Excitation & Control Panel
Refurbishment
Contract Amount: \$3,511,603.20
Project Number: F25-JPP-007D

CONTRACT No. 5:

Title: Jones Pumping Plant Pump Motor No. 5 Excitation & Control Panel
Refurbishment
Contract Amount: \$3,528,073.50
Project Number: F25-JPP-007E

CONTRACT No. 6:

Title: Jones Pumping Plant Pump Motor No. 6 Excitation & Control Panel
Refurbishment
Contract Amount: \$3,843,700.20
Project Number: F25-JPP-007F

GRAND TOTAL FOR CONTRACTS Nos. 1 – 6: \$25,250,000.00

As stated in the Contract Documents, the work associated with this Project has been divided into six (6) separate Price Schedules. The work of each Price Schedule will be performed under a separate contract with a separate Notice to Proceed for each contract. If an award is made, a single award for all six (6) contracts will be issued to Power Pros.

Enclosed is the Construction Agreement, Performance Bond, Payment Bond, Workers' Compensation Insurance Certification and Byrd Anti-Lobbying Amendment Certification for the first contract (Pump Motor No. 1). In addition, the other five (5) Construction Agreements, Workers' Compensation Insurance Certifications and Byrd Anti-Lobbying Amendment Certifications for each Pump Motor Unit are enclosed and are to be executed by a duly authorized Power Pros representative and returned to me no later than August 7, 2025. These documents are required to be submitted for each contract. Payment and Performance bonds are required to be submitted for each contract at a time requested by SLDMWA. Within five days after Notice of Award, Power Pros will receive the Notice to Proceed for Pump Motor No. 1 which will constitute authorization to begin work. Separate notices to proceed for each contract shall be issued by the SLDMWA pending successful performance of all on-going work performed by Power Pros and upon receiving the required Payment and Performance bonds.

In summary, please provide the following signed and executed documents;

1. Contract No. 1:
 - a. Signed Agreement
 - b. Performance & Payment Bond
 - c. Workers' Compensation Insurance Certification
 - d. Byrd Anti-Lobbying Amendment Certification
2. Contract No. 2:
 - a. Signed Agreement
 - b. Workers' Compensation Insurance Certification
 - c. Byrd Anti-Lobbying Amendment Certification

3. Contract No. 3:
 - a. Signed Agreement
 - b. Workers' Compensation Insurance Certification
 - c. Byrd Anti-Lobbying Amendment Certification
4. Contract No. 4:
 - a. Signed Agreement
 - b. Workers' Compensation Insurance Certification
 - c. Byrd Anti-Lobbying Amendment Certification
5. Contract No. 5:
 - a. Signed Agreement
 - b. Workers' Compensation Insurance Certification
 - c. Byrd Anti-Lobbying Amendment Certification
6. Contract No. 6:
 - a. Signed Agreement
 - b. Workers' Compensation Insurance Certification
 - c. Byrd Anti-Lobbying Amendment Certification
7. Certificates of Insurance and Policy Endorsements as specified in Contract Documents.
8. Most recent W-9 and Remit Address

Failure to comply with these conditions within the time specified will entitle the San Luis & Delta-Mendota Water Authority to consider your Proposal abandoned, to annul this Notice of Intent to Award, and to declare your Bid Security forfeited.

Sincerely,

Travis Roberts

Travis Roberts
Contracts Specialist



MEMORANDUM

TO: SLDMWA Finance & Administration Committee Members, Alternates
SLDMWA Board of Directors, Alternates

FROM: Pablo Arroyave, Chief Operating Officer
Jaime McNeil, Engineering Manager

DATE: August 4, 2025

RE: Recommendation to Board of Directors to Authorize Award of Contract,
Execution of Construction Agreement for DMC Road Maintenance Chipseal, and
Expenditure of up to \$396,466 from the FY26 EO&M Budget

BACKGROUND

The entire length of the Delta-Mendota Canal O&M road is traveled daily by operations and maintenance personnel and in some areas, the general public. To extend the life of the O&M road and reduce overall maintenance and/or repair costs, the O&M Technical Committee approved the O&M Road Maintenance Program in 1998. The objective of the O&M Road Maintenance Program is to maintain a chipseal on the DMC O&M roadway. The FY26 budget includes funds for contracting the installation of 25.32 miles of a chip seal coat to the 12' wide O&M Road between MP 86.19 and 111.51.

The Water Authority formally solicited for the DMC Road Maintenance Chipseal (MP 86.19-111.51) project and received three bids.

ISSUE FOR DECISION

Whether to authorize award of contract, execution of construction agreement with Talley Oil Inc. for DMC Road Maintenance Chipseal (MP 86.19-111.51), and expenditure of up to \$396,466 from the FY26 EO&M Budget.

RECOMMENDATION

Staff recommends authorizing award of contract, execution of construction agreement with Talley Oil Inc. for DMC Road Maintenance Chipseal (MP 86.19-111.51), and expenditure of up to \$396,466 from the FY26 EO&M Budget.

ANALYSIS

The Water Authority formally solicited for sealed bids to provide all labor, equipment, and services for the DMC Road Maintenance Chipseal (MP 86.19-111.51) project and received three bids. The solicitation included the following critical dates:

June 12, 2025	Formal Solicitation released
June 24, 2025	Mandatory Pre-Bid Conference/ Site Visit
June 27, 2025	Last day to submit questions
July 02, 2025	Deadline for responses to questions
July 16, 2025	Bids Due
July 21, 2025	Notice of Intent to Award

The Formal Bid was publicly posted on PlanetBids and in two newspapers, the Sacramento Bee and San Francisco Chronicle, on June 12, 2025. In addition, the Bid was sent directly to five (5) interested contractors. Four (4) contractors attended the Mandatory Pre-Bid Conference and Site Visit. Bids were received by Talley Oil, Inc., VSS International, Inc. and Pavement Coatings Co. Talley Oil's bid was accepted by Water Authority staff on July 16, 2025. The Notice of Intent to Award was transmitted to Talley Oil Inc., on July 21, 2025.

BUDGET IMPLICATIONS

The proposed expenditure of up to \$396,466 will be funded utilizing approved budgeted funds from Fiscal Year 2026 EO&M budget. Note: \$429,400 was the budgeted amount for this contract.

ATTACHMENTS

1. Draft Construction Agreement
2. Notice of Intent to Award

CONSTRUCTION AGREEMENT
For
DMC Road Maintenance Chipseal (MP 86.19 – MP 111.51)

THIS AGREEMENT, dated as of _____ August, 2025 is between the **SAN LUIS & DELTA-MENDOTA WATER AUTHORITY**, a California Joint Powers Agency, (hereinafter called "SLDMWA"), and **Talley Oil, Inc.**, a California Corporation (hereinafter called "Contractor"). SLDMWA and Contractor may be referenced herein individually as "Party" or collectively as the "Parties."

The parties hereto mutually agree to the terms and condition set forth herein.

I. CONTRACT DOCUMENTS

- A. The Contract Documents referred to herein are incorporated herein by reference as if set forth in full in this Agreement.
- B. Work called for in any one Contract Document and not mentioned in another is to be performed and executed as if mentioned in all Contract Documents. The table of contents, titles and headings contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect or limit the interpretations of the provisions to which they refer.
- C. The Contract Documents shall include the Notice inviting bids, Addenda, Sealed Bid Form, Construction Agreement, the Bid Guarantee, the Performance Bond, the Payment Bond, Guarantee Form, the General Conditions, the Special Provisions, Specifications, Exhibits, Permits from other agencies that may be required by law, the Contract Drawings and Plans, hazardous material requirements, the Contract Schedule, and any and all supplemental agreements amending or extending the Work contemplated and which may be required to complete the Work in an acceptable manner. Supplemental agreements are written agreements covering alterations, amendments or extensions to the Contract Documents and include Change Orders, Construction Change Directives, Field Directives, Field Orders, Bulletins and supplemental drawings.

II. DEFINITIONS

Unless otherwise specifically provided herein, all works and phrases defined in the General Conditions shall have the same meaning and intent in this Agreement.

III. ORDER OF PRECEDENCE

In case of conflict among the Contract Documents, this Agreement shall govern over General Conditions and Special Provisions (if any), detail drawings shall govern over small-scale drawings, the specifications shall govern over the drawings, Special Provisions (if any) shall govern over the drawings and General Conditions, and change orders shall govern over the original documents, unless a different order of precedence is noted.

IV. SCOPE OF CONTRACT

Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, material, and transportation necessary to perform and complete in a good and workmanlike manner to the satisfaction of SLDMWA, all the work required for the Contract for the Project entitled:

DMC Road Maintenance Chipseal (MP 86.19 – MP 111.51)

V. CONTRACT AMOUNT AND PAYMENTS

SLDMWA agrees to pay and Contractor agrees to accept, in full payment for the above work, Three Hundred Ninety-Six Thousand Four Hundred Sixty-Five DOLLARS and Fifteen CENTS

(\$396,465.15) as the stipulated sum price which Contractor bid in its Sealed Bid Form, subject to additions and deductions by Change Order(s) as provided in the General Conditions.

Progress and final payments shall be in accordance with the General Conditions.

Invoices must be submitted to Accounts Payable at accounts.payable@sldmwa.org. Approved invoices will be paid within 30 days.

SLDMWA may dispute any invoice or portion thereof which is not properly documented and in accordance with the Agreement. For any disputed payment, SLDMWA shall provide written notice describing its dispute to Consultant. 30-day payment period does not begin until an approved, undisputed invoice is received. There will be no interruption in services while invoices are being disputed. Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of SLDMWA. This decision shall be final and conclusive unless within ten (10) days from the date of the receipt of its copy, Contractor mails or otherwise furnishes a written appeal to SLDMWA's Chief Operating Officer. In connection with any such appeal, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Chief Operating Officer shall be binding upon Contractor and Contractor shall abide by the decision. Unless otherwise directed by SLDMWA, Contractor shall continue performance under this Agreement while matters in dispute are being resolved. In the event of a dispute between each parties Terms & Conditions, SLDMWA terms will prevail.

VI. LICENSE AND DIR REGISTRATION.

By executing this Agreement, Contractor represents that it is currently licensed by the California Contractors State License Board, Class A, License number 822368, and that Contractor is registered with the California Department of Industrial Relations as required by California Labor Code section 1725.5, registration number 1000009187.

VII. RETENTION OF SUMS CHARGED AGAINST CONTRACTOR

When, under the provisions of this contract, SLDMWA shall charge any sum of money against Contractor, SLDMWA shall deduct and retain the amount of such charge from the amount of the next succeeding progress estimate, or from any other moneys due or that may become due to the Contractor from SLDMWA. If, on completion or termination of the Contract, sums due contractor are insufficient to pay SLDMWA's charges against Contractor, SLDMWA shall have the right to recover the balance from Contractor or its sureties.

VIII. TIME OF COMPLETION

- A. The entire Work shall be brought to completion in the manner and within the time period provided for in the Contract Documents, together with such additional time as may be provided by any change order issued pursuant to the Contract Documents, commencing on the date specified in the Notice to Proceed.

- B. Failure to complete the Work by the completion date and in the manner provided for by the Contract Documents shall subject Contractor to liquidated damages as hereinafter provided in this Agreement. Time is of the essence in these Contract Documents.

IX. INSURANCE

Contractor shall maintain in full force and effect at all times during the term of the Agreement, at its sole expense, policies of insurance in accordance with the General Conditions.

X. NO WAIVER OF REMEDIES

- A. Neither the inspection by SLDMWA or its agents, nor any order or certificate for the payment of money, nor any payment for, nor acceptance of the whole or any part of the Work by SLDMWA, nor any extensions of time, nor any position taken by SLDMWA or its agents shall operate as a waiver of any provision of this Agreement or of any power herein reserved to SLDMWA or any right to damages herein provided, nor shall any waiver of any breach of the Agreement be held to be a waiver of any other or subsequent breach.
- B. All remedies provided in this Agreement shall be taken and construed as cumulative; that is, in addition to each and every other remedy herein provided, and SLDMWA shall have any and all equitable and legal remedies which it would in any case have.

XI. DETERMINATION OF DAMAGES

- A. The actual fact of the occurrences of damages and the actual amount of the damages which SLDMWA would suffer if the work were not completed within the specified times set forth are dependent upon many circumstances and conditions which could prevail in various combinations, and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages.
- B. Damages which SLDMWA would suffer in the event of delay include loss of the use of the Project, and, in addition, expenses of prolonged employment of an architectural and engineering staff; costs of administration, inspection, and supervision; and the loss suffered by the public within the San Luis & Delta-Mendota Water Authority by reasons of the delay in the completion of the Project to serve the public at the earliest possible time.
- C. Accordingly, the parties hereto agree, and by execution of this Agreement, Contractor acknowledges that it understands, has ascertained and agrees, that the amounts set forth herein as liquidated damages shall be presumed to be that amount of damages sustained by the failure of Contractor to complete the entire work within the times specified.

XII. LIQUIDATED DAMAGES

- A. The amount of the liquidated damages to be paid by Contractor to SLDMWA for failure to complete the entire work in the specified number of Working or Calendar Days (as extended, if applicable) will be (\$1,000) for each **Calendar day**, continuing to the time at which the Work is completed.
- B. Such amount is the actual cash value agreed upon as the loss to SLDMWA resulting from Contractor's delay.
- C. The provision for liquidated damages shall not act as a limitation on SLDMWA if Contractor abandons the Work, and shall not stop accruing if Contractor abandons the Work. In such event, Contractor shall be liable to District for all losses incurred, including but not limited to liquidated damages for delay through completion.

XIII. PERFORMANCE AND PAYMENT BONDS

- A. The Contractor shall, before beginning said work, file two bonds with the SLDMWA, each made payable to the SLDMWA. These bonds shall be issued by a Surety Company authorized to do business in the State of California, and shall be maintained during the entire life of the Contract at the expense of the Contractor.
 - 1. One bond shall be the Performance Bond in the amount of one hundred percent (100%) of the Contract and shall guarantee the faithful performance of the Contract.
 - 2. The second bond shall be the Payment Bond required by Part 6, Title 3, Chapter 5, Division Four of the Civil Code of the State of California, commencing with section 9550, and shall be in the amount of one hundred percent (100%) of the Contract.
- B. Any alteration or alterations made in any provision of this Contract shall not operate to release any surety from liability on any bond required hereunder and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of Section 2819 of the Civil Code.
- C. Bonds shall only be accepted from an “Admitted surety insurer”, which means an insurer to which the Insurance Commissioner has issued a certificate of authority to transact surety insurance in this state. **Contractor must submit all of the following with the bonds:**
 - 1. The original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws or other instrument entitling or authorizing the person who executed the bond to do so.

XIV. LABOR CODE COMPLIANCE

SLDMWA affirmatively identifies this project as a “public work” as that term is defined by Labor Code section 1720, and the project is, therefore, subject to prevailing wages under Labor Code section 1771. As addressed in greater detail in the General Conditions, Contractor and its subcontractors shall fully comply with all the provisions of the California Labor Code governing the performance of public works contracts including, but not limited to, payment of prevailing wages, limitations on time worked, compliance with apprentice requirements, maintenance of payroll records, posting of wages at job site and prohibitions against discrimination.

XV. UNFAIR COMPETITION

- A. The following provision is included in this agreement pursuant to California Public Contract Code §7103.5.

"In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assigning to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties."

XVI. ASSIGNMENT

Neither this Agreement nor any rights herein of Contractor shall be assigned without the written consent of SLDMWA first obtained.

XVII. NO THIRD PARTY BENEFICIARIES

This Agreement is entered into solely between the SLDMWA and Contractor. There are no third party beneficiaries, intended, unintended, or otherwise to this Agreement.

XVIII. AGREEMENT BINDING

This Agreement shall bind and insure to the heirs, devisees, assignees and successors in interest of Contractor and to the successors in interest of District in the same manner as if such parties had been expressly named herein.

XIX. GOVERNING LAW

This Agreement will be governed by and construed in accordance with the laws of the State of California.

////SIGNATURE PAGE FOLLOWS////

DRAFT

IN WITNESS WHEREOF, the parties hereto have signed the Agreement on the date set forth opposite their names.

Contractors are required by law to be licensed and regulated by the Contractor's State License Board, which has jurisdiction to investigate complaints against contractors if a complaint is filed within three years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

CONTRACTOR:

(California Corporations: must be signed by company's 1) CEO or President or 2) by its Vice President *as well as* the Secretary or CFO.)

Date

Tax I.D. Number

Signature

Signature

Print Name

Print Name

Title

Title

**SAN LUIS & DELTA-MENDOTA WATER
AUTHORITY, A Joint Powers Agency:**

Date

ATTEST:

Pablo Arroyave, Chief Operating Officer



NOTICE OF INTENT TO AWARD

Date: July 21, 2025

To: Talley Oil, Inc.
12483 Road 29
Madera, CA 93638

From: San Luis & Delta-Mendota Water Authority
15990 Kelso Rd.
Byron, CA 94514

Project Title: DMC Road Maintenance Chipseal (MP 86.19 – MP 111.51)

Project Specification Number: F26-DMC-007

You are hereby notified that your Bid dated 7/16/2025 for the above Contract has been considered. You are the apparent successful bidder and have been awarded a contract for the above named project.

The Bid Price of your contract is

\$396,465.15 (Three Hundred Ninety-Six Thousand Four Hundred Sixty-Five Dollars and Fifteen Cents).

In accordance with the Contract Documents, within 10 days of receipt of this notification, the following must be provided:

1. Signed Agreement
2. Certificates of Insurance and Policy Endorsements as specified in Contract Documents.
3. Executed Performance and Payment Bonds
4. Worker's Compensation Certification Form

Failure to comply with these conditions within the time specified will entitle the San Luis & Delta-Mendota Water Authority to consider your Bid abandoned, to annul this Notice of Intent to Award, and to declare your Bid Security forfeited.

Sincerely,

Travis Roberts

Travis Roberts
Contracts Specialist



MEMORANDUM

TO: SLDMWA Finance & Administration Committee Members, Alternates
SLDMWA Board of Directors, Alternates

FROM: Pablo Arroyave, Chief Operating Officer
Jaime McNeil, Engineering Manager

DATE: August 4, 2025

RE: Recommendation to Board of Directors to Authorize Execution of Change Order for O'Neill Pumping-Generating Plant Power Transformer Rehabilitations and Increase in Expenditure of Up to \$2,156,500 from the FY24 and FY26 EO&M Budgets

BACKGROUND

Following authorization by the Board of Directors in Resolution No. 2023-513, on May 8, 2023, the Water Authority executed a contract with Cal Electro, Inc (CEI) in the amount of \$3,155,800 for the rehabilitation of the four transformers (one spare, and three in-service transformers) at the O'Neill Pumping-Generating Plant. The rehabilitation involves the transformers being retrofilled with synthetic ester fluid. It also includes new gaskets, low side and neutral bushings, valves, liquid level gauges, thermowells and temperature gauges, paint, oil preservation system (conservator), fans and temperature controls, protective relay upgrade, and hazardous waste disposal. The original intent of the contract was to rehabilitate the spare transformer first, requiring no outage, and then rehabilitate the three in-service transformers at one time during a full 45-day plant outage. On March 21, 2024, the outage was canceled due to water supply demands and contract related delays.

Concerns over future lost water prompted the adoption of a new strategy to complete the rehabilitations. As directed, and as agreed to by the Bureau of Reclamation Central Valley Operations Office, the team revised the specifications and schedule to rehabilitate the transformers one at a time. The new multi-outage strategy involves swapping the spare transformer into service, thereby minimizing the duration of each single outage and allowing the plant to remain operational during the rehabilitation work. Outages will occur annually in the September/October time frame over the next three years. After each outage, there will be a 30-day hold period to verify operation of the rehabilitated transformer prior to commencing work on the next transformer. The first outage is scheduled to be 20 days, with the three subsequent outages estimated at 11 days each. This will ensure the newly rehabilitated transformer is ready to be swapped in at the next scheduled outage, or earlier in the case of emergency.

ISSUE FOR DECISION

Whether to authorize execution of the Change Order for O'Neill Pumping-Generating Plant Power Transformer Rehabilitations and increase in expenditure of up to \$2,156,500, utilizing EO&M funds from the FY24 and FY26 EO&M Budgets.

RECOMMENDATION

Staff recommends authorizing execution of the Change Order for O'Neill Pumping-Generating Plant Power Transformer Rehabilitations and increase in expenditure of up to \$2,156,500, utilizing EO&M funds from the FY24 and FY26 EO&M Budgets.

ANALYSIS

Considerable specification revisions were required to transition from a single outage to a multi-phase outage; the revised technical specifications were provided to CEI in June 2025. In addition, Reclamation, staff, and consultants conducted a workshop to review the specific changes with CEI. CEI has expressed a willingness and commitment to complete the project over a period of three years and four separate outages for the additional cost of \$2,156,500. Through conversations with CEI, this 68% cost increase above the original contract amount is due to the multiple mobilizations for them and their subconsultants, as well as escalated prices. The following are critical dates identified in the revised contract:

Outage #1: 10/6/2024 – 10/25/2024 (approved by Central Valley Operations)

Outage #2 window: September – October 2026

Outage #3 window: September – October 2027

Outage #4 window: September – October 2028

Contract Completion date: 12/31/2028

BUDGET IMPLICATIONS

The proposed expenditure of up to \$2,156,500 will be funded utilizing approved budgeted funds from the Fiscal Year 2024 and 2026 EO&M budgets. Note: \$1,800,000 was budgeted for this change order in fiscal year 2026. Fiscal Year 2024 budgeted funds for this project will be used for the remaining \$356,500.

ATTACHMENTS

1. Draft Change Order



CHANGE ORDER

Change Order No.: 3
RFI No. N/A

Date: 08/07/2025
Date: N/A

Name of Project: **O'Neill Pumping-Generating Plant Power Transformer Rehabilitations**
Specification No.: **F23-OPP-015**
Owner: **E. Robert Meissner**
Contractor: **Cal Electro, Inc.**

Part: 1 Description of Change Order

The original outage window of April – May 2024 was formally cancelled last year per the Notice of Cancellation of Scheduled Outage letter dated March 21, 2024. Since then, through conversations with primary stakeholders, the Water Authority decided to accomplish this project through a series of multiple small annual outages to allow the continued operation of the O'Neill Pumping-Generating Plant during the rehabilitation of each transformer.

Change Order 3 details the items necessary to transition from one outage schedule to multiple outage schedules. The items include the following:

- a. Updated General Project Schedule, which includes planned interruption of services/plant outages. Will consist of multiple outages with one outage per year until completion.
- b. Revised Technical Specifications, including updates regarding the General Project Schedule and additional instructions to add clarity / minimize the possibility of errors during construction.
- c. Updated Contract Milestones correlating to the changes in the General Project Schedule and the Revised Technical Specifications.
- d. Invoiced amounts to date are included to show the current contract status. New price schedules to supersede previous price schedules to correlate with the updated General Project Schedule and Revised Technical Specifications.

Attachment 1 – Updated Table of Contents

Attachment 2 – Revised Technical Specifications with tracked changes

Attachment 3 – Revised Technical Specifications ("Clean" copy with tracked changes accepted)

Attachment 4 – Updated General Project Schedule

Attachment 5 – Updated Drawings

Part 2: Current Accounting; Original Price Schedule, Change Order(s) 1 and 2, and Expenses Accrued and Paid

CLIN	Section	Supplies or Services	Quantity and Unit	Unit Price	Amount	Expenses Paid Minus Retention	5% Retention Withheld
1-1	00 72 00 8.01 C	Mobilization and Preparatory Work	For the lump sum of		\$110,000	\$104,500	\$5,500
1-2	26 05 02 48 19 23	Services of an Erecting Engineer – Regular Hours	24 days	\$1,600.00	\$38,400	N/A	N/A
1-3	26 05 02 48 19 23	Services of an Erecting Engineer – Overtime Hours	32 hours	\$300.00	\$9,600	N/A	N/A
1-4	01 31 30	Contract Document Management System	For the lump sum of		\$18,000	\$17,100	\$900
1-5	01 33 26	Electrical Drawings and Data	For the lump sum of		\$25,000	\$17,812.5	\$937.50
1-6	02 80 10 02 80 20 02 83 33 02 87 20 26 05 05	Removal and Disposal of Existing Electrical Equipment	For the lump sum of		\$42,000	\$9,975	\$525
1-7	26 05 20	Conductors and Cables	For the lump sum of		\$58,000	N/A	N/A
1-8	26 05 33 31 23 12	Raceways and Boxes	For the lump sum of		\$68,000	N/A	N/A
1-9	26 09 16	Protection Systems	For the lump sum of		\$86,000	N/A	N/A
1-10	33 72 26	Outdoor Jumper Buses, Rigid Bus, and Accessories	For the lump sum of		\$30,000	N/A	N/A
1-11	33 75 39	Surge Arresters	For the lump sum of		\$30,000	N/A	N/A
1-12	09 96 20 26 28 16 48 19 23	Rehabilitate Power Transformers	For the lump sum of		\$2,345,000	\$556,937.5	\$29,312.50
1-13	48 19 23	Transformer Extra Materials	For the lump sum of		\$40,000	N/A	N/A
1-14	48 19 24	Transformer Insulating Fluid	For the lump sum of		\$145,800	\$138,510	\$7,290
2-1	26 05 05 48 19 23	Spare Transformer Lid Replacement	For the lump sum of		\$110,000	\$104,500	\$5,500
ORIGINAL SUB TOTAL5/8/2025					\$3,155,800	\$949,335	\$49,965.00
Change Order 1 1/25/2024					\$52,782.71	\$50,143.57	\$2,639.14
Change Order 2 3/24/2025					\$7,236.44	\$6,900.27	\$363.17
Grand Total for Part 2					\$3,215,846.15	\$1,006,378.84	\$52,967.31
Balance Remaining on Contract =(Grand Total – Expenses Paid – 5% Retention Withheld)					\$2,156,500.00		

Part 3: Revised Price Schedule(s) One through Five (1-5) due to several outage windows:***PRICE SCHEDULE 1 – OVERALL PROJECT COSTS**

CLIN	Section	Supplies or Services	Quantity and Unit	Unit Price	Amount
1-1	00 72 00 8.01 C	Mobilization and Preparatory Work	For the lump sum of		\$ 203,094.07
1-2	01 31 30	Contract Document Management System	For the lump sum of		\$ 80,325.65
1-3	01 33 26	Electrical Drawings and Data	For the lump sum of		\$ 6,250.00
1-4	26 05 05	Removal and Disposal of Existing Electrical Equipment	For the lump sum of		\$ 31,500.00
1-5	26 09 16	Protection Systems	For the lump sum of		\$ 96,000.00
1-6	48 19 23	Transformer Extra Materials	For the lump sum of		\$ 54,145.00

**Note: CLIN unrelated to CLINS in original Technical Specifications (Part 2 Table)*

TOTAL FOR PRICE SCHEDULE 1 \$ 471,314.72

PRICE SCHEDULE 2 – TRANSFORMER C-02345-5-4

CLIN	Section	Supplies or Services	Quantity and Unit	Unit Price	Amount
2-1	00 72 00 8.01 C	Mobilization and Preparatory Work	For the lump sum of		\$ 113,614.50
2-2	48 19 23	Rehabilitate Power Transformer	For the lump sum of		\$ 647,267.74
2-3	48 19 24	Flush and Fill Fluid	For the lump sum of		\$ 178,451.85
2-4	26 05 80	Device Checkout at Temporary Location	For the lump sum of		\$ 1,875.00
2-5	48 19 23	Configuration of Power Transformers	For the lump sum of		\$ 17,945.40

TOTAL FOR PRICE SCHEDULE 2 \$ 959,154.49

PRICE SCHEDULE 3 – TRANSFORMER C-02345-5-1

CLIN	Section	Supplies or Services	Quantity and Unit	Unit Price	Amount
3-1	00 72 00 8.01 C	Mobilization and Preparatory Work	For the lump sum of		\$ 117,923.48
3-2	48 19 23	Rehabilitate Power Transformer	For the lump sum of		\$ 675,957.29
3-3	48 19 24	Flush and Fill Fluid	For the lump sum of		\$ 184,291.01
3-4	26 05 80	Device Checkout at Temporary Location	For the lump sum of		\$ 2,062.50
3-5	48 19 23	Configuration of Power Transformers	For the lump sum of		\$ 18,517.44

TOTAL FOR PRICE SCHEDULE 3 \$ **998,751.72**

PRICE SCHEDULE 4 – TRANSFORMER C-02345-5-2

CLIN	Section	Supplies or Services	Quantity and Unit	Unit Price	Amount
4-1	00 72 00 8.01 C	Mobilization and Preparatory Work	For the lump sum of		\$ 121,985.65
4-2	48 19 23	Rehabilitate Power Transformer	For the lump sum of		\$ 693,882.39
4-3	48 19 24	Flush and Fill Fluid	For the lump sum of		\$ 193,923.24
4-4	26 05 80	Device Checkout at Temporary Location	For the lump sum of		\$ 2,268.75
4-5	48 19 23	Configuration of Power Transformers	For the lump sum of		\$ 19,146.68

TOTAL FOR PRICE SCHEDULE 4 \$ **1,031,206.71**

PRICE SCHEDULE 5 – TRANSFORMER C-02345-5-3

CLIN	Section	Supplies or Services	Quantity and Unit	Unit Price	Amount
5-1	00 72 00 8.01 C	Mobilization and Preparatory Work	For the lump sum of		\$ 126,224.49
5-2	48 19 23	Rehabilitate Power Transformer	For the lump sum of		\$ 657,731.03
5-3	48 19 24	Flush and Fill Fluid	For the lump sum of		\$ 35,380.00
5-4	26 05 80	Device Checkout at Temporary Location	For the lump sum of		\$ 2,495.63
5-5	48 19 23	Configuration of Power Transformers	For the lump sum of		\$ 17,213.85

TOTAL FOR PRICE SCHEDULE 5 \$ **839,045.00**

Part 3 Recap:

Price Schedule No. and Description	Amount
Price Schedule 1 – Overall Project Costs	\$471,314.72
Price Schedule 2 – Transformer C-02345-5-4	\$959,154.49
Price Schedule 3 – Transformer C-02345-5-1	\$998,751.72
Price Schedule 4 – Transformer C-02345-5-2	\$1,031,206.71
Price Schedule 5 – Transformer C-02345-5-3	\$839,045.00
GRAND TOTAL FOR PRICE SCHEDULES 1-5:	\$4,299,472.64

Cost Summary

Original Contract Amount:	\$3,155,800.00
Total Changes under Change Order 1:	\$52,782.71
Total Contract Amount including Change Order 1:	\$3,208,582.71
Total Changes under Change Order 2:	\$7,263.44
Total Contract Amount including Change Order 2:	\$3,215,846.15
Total Changes under Change Order 3:	\$2,142,972.64
Total Contract Amount with All Changes:	\$5,358,818.79

Total Invoiced to Date w/ Retention (Part 2):	\$1,059,346.15
Total Balance Remaining (Part 2):	\$2,156,500.00

Change Order 3 (Price Schedules 1-5 under Part 3):	\$4,299,472.64
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Total Cost Adjustment and Changes (Change Order 3 minus Total Balance Remaining)	\$2,142,972.64
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Total Contract Amount including Change Order 3: (Total Contract Amount including Change Order 2 plus Total Cost Adjustment and Changes)	\$5,358,818.79
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Schedule Summary

Original Estimate Completion Date:	May 31, 2024
New Estimated Completion Date with all Change Orders:	December 31, 2028

Recommended By: _____ Date: _____
(Project Manager), SLDMWA

Accepted By: _____ Date: _____
Contractor Representative.

Approved By: _____ Date: _____
(Manager/Director/COO), SLDMWA

Change Order Attachments

1. Updated Table of Contents
2. Revised Technical Specifications with tracked changes
3. Revised Technical Specifications ("Clean" copy w/ tracked changes accepted)
4. Updated General Project Schedule
5. Updated Drawings

Note: Due to large file sizes, attachments have not been included but are available upon request.



MEMORANDUM

TO: SLDMWA Board of Directors, Alternates

FROM: Pablo Arroyave, Chief Operating Officer
Rebecca Akroyd, General Counsel

DATE: August 7, 2025

RE: Resolution Authorizing Execution of Contributed Funds Agreement and Spend Plan, Exhibits to B.F. Sisk Dam Raise and San Luis Reservoir Expansion Project Management and Cost Share Agreement

BACKGROUND

The B.F. Sisk Dam Raise and San Luis Reservoir Expansion Project ("Reservoir Expansion Project" or "Project") includes raising the dam crest an additional 10 feet above the embankment raise under development by the B.F. Sisk Dam SOD Modification Project. The 10-foot embankment raise would support an increase in reservoir storage capacity of approximately 130,000 acre-feet. In addition, the Reservoir Expansion Project includes installation of downstream stability berms and crack filters and raising the existing outlet works, intake towers, access bridge, and spillway intake by 10 feet and other modifications, including to State Route 152.

Six Water Authority member agencies are currently party to the First Amended and Restated B.F. Sisk Dam Raise and Reservoir Expansion Project Activity Agreement ("Activity Agreement"). The Activity Agreement provides the mechanism through which Water Authority staff negotiates and executes agreements with the U.S. Bureau of Reclamation ("Reclamation") related to the Reservoir Expansion Project.

Consistent with Board authorization (Resolution No. 2025-537), the Water Authority executed the Agreement with the United States for the Management of the Expanded San Luis Reservoir and Cost Share of Charges Associated with Raising of the B.F. Sisk Dam and Increased Storage Capacity of the Federally Administered San Luis Reservoir, Contract No. 24-WC-20-6280 ("Management and Cost Share Agreement") in January 2025. Both the Activity Agreement and the Management and Cost Share Agreement referenced follow-on agreements that would govern cost sharing for the Project, including a Spend Plan and Contributed Funds Agreement. Those agreements were developed with Reclamation and the Activity Agreement Members, and are now before the Board for execution; the Activity Agreement Members support their execution.

ISSUE FOR DECISION

Whether to adopt the proposed resolution authorizing execution of Contributed Funds Agreement and Spend Plan, exhibits to the B.F. Sisk Dam Raise and San Luis Reservoir Expansion Management and Cost Share Agreement.

RECOMMENDATION

Staff recommends the Board adopt the proposed resolution.

ANALYSIS

Upon adoption of the resolution, the Executive Director would execute the Contributed Funds Agreement and Spend Plan, and both documents would be attached to the Management and Cost Share Agreement as Exhibits A and B, respectively.

The Contributed Funds Agreement is the agreement by which the Activity Agreement Members, through the Authority, will contribute to the cost of the Reservoir Expansion Project. It explains that Reclamation and the Authority have agreed to an initial 70% Authority/30% Federal share of Project costs, and that the Authority will provide funds to Reclamation as required in the Spend Plan. The Spend Plan dictates what funds must be deposited in what timeframe to maintain the overall 70%/30% cost share. The Spend Plan will enable Reclamation and the Authority to track costs and account for funds expended, and may be revised to reflect updated Project costs.

As a condition of the Management and Cost Share Agreement, both the Contributed Funds Agreement and the Spend Plan must be executed by October 1, 2025, or the Management and Cost Share Agreement will expire. (Management and Cost Share Agreement, Art. 2(e).)

BUDGET

No direct budget impact, due to the structure of the Activity Agreement, whereby the costs associated with the Water Authority's execution of the Contributed Funds Agreement and Spend Plan, and any additional financial obligations and liabilities associated with the Project, will be paid for by only the Activity Agreement members.

EXHIBITS

1. Resolution No. 2025-XX Authorizing Execution of the Contributed Funds Agreement and Spend Plan, Exhibits to the B.F. Sisk Dam Raise and San Luis Reservoir Expansion Project Management and Cost Share Agreement
2. Exhibit A of Contract No. 24-WC-20-6280, Contributed Funds Agreement Between the San Luis & Delta-Mendota Water Authority and the United States of America for the B.F. Sisk Dam Raise and Reservoir Expansion Project
3. Exhibit B of Contract No. 24-WC-20-6280, Spend Plan for the B.F. Sisk Dam Raise and Reservoir Expansion Project

SAN LUIS & DELTA-MENDOTA WATER AUTHORITY

RESOLUTION NO. 2025-

**RESOLUTION AUTHORIZING EXECUTION OF CONTRIBUTED FUNDS
AGREEMENT AND SPEND PLAN, EXHIBITS TO B.F. SISK DAM RAISE AND SAN
LUIS RESERVOIR EXPANSION PROJECT MANAGEMENT AND COST SHARE
AGREEMENT**

WHEREAS, the B.F. Sisk Dam Raise and San Luis Reservoir Expansion Project (“Reservoir Expansion Project” or “Project”) includes raising the dam crest an additional 10 feet above the embankment raise under development by the B.F. Sisk Dam Safety of Dams (“SOD”) Modification Project, which would support an increase in reservoir storage capacity of approximately 130,000 acre-feet, and would also include installation of downstream stability berms and crack filters, raising the existing outlet works, intake towers, access bridge, and spillway intake by 10 feet, and other modifications, including to State Route 152; and

WHEREAS, the San Luis & Delta-Mendota Water Authority (“Water Authority”) has worked with the U.S. Bureau of Reclamation (“Reclamation”) to analyze the proposed Reservoir Expansion Project over the past several years, including through the preparation of the draft B.F. Sisk Dam Raise and Reservoir Expansion Project Environmental Impact Report/ Supplemental Environmental Impact Statement, Feasibility Report, and Addendum to the Feasibility Report; and

WHEREAS, the Water Authority authorized execution of a series of cost-share agreements with Reclamation to collaborate on the planning, preliminary design, and environmental compliance for the Reservoir Expansion Project, and to seek potential storage benefits of the Project for Water Authority member agencies; and

WHEREAS, the Water Authority and Byron-Bethany Irrigation District, Del Puerto Water District, Eagle Field Water District, Pacheco Water District, Panoche Water District, San Benito County Water District, San Luis Water District, Santa Clara Valley Water District, Westlands Water District, and the City of Tracy (together, “Activity Agreement Members”) executed the B.F. Sisk Dam Raise and Reservoir Expansion Project Activity Agreement, made effective as of May 9, 2022, to facilitate the funding of planning, preliminary design, and environmental compliance for the Reservoir Expansion Project. Eagle Field Water District, Pacheco Water District, and Panoche Water District later withdrew from the Activity Agreement; and

WHEREAS, in accordance with the National Environmental Policy Act (“NEPA”) and the California Environmental Quality Act (“CEQA”), Reclamation and the Water Authority completed the B.F. Sisk Dam Raise and Reservoir Expansion Project Final Environmental Impact Report/Supplemental Environmental Impact Statement (“Final EIR/SEIS”), with

Reclamation and the Water Authority signing a Record of Decision and Notice of Determination for the Project, respectively, on October 20, 2023; and

WHEREAS, in January 2025, following Board authorization (Resolution No. 2025-537), the Water Authority executed the Agreement with the United States for the Management of the Expanded San Luis Reservoir and Cost Share of Charges Associated with Raising of the B.F. Sisk Dam and Increased Storage Capacity of the Federally Administered San Luis Reservoir, Contract No. 24-WC-20-6280 (“Management and Cost Share Agreement”), with Reclamation and the Water Authority agreeing to an initial 30% federal share and 70% Water Authority share of costs and benefits; and

WHEREAS, following execution of the Management and Cost Share Agreement, the Water Authority and six member agencies (Byron-Bethany Irrigation District, City of Tracy, Del Puerto Water District, San Benito County Water District, Santa Clara Valley Water District, and Westlands Water District) executed the First Amended and Restated B.F. Sisk Dam Raise and Reservoir Expansion Project Activity Agreement (“Amended Activity Agreement”), creating the mechanism for “Activity Agreement Members” to participate in the benefits and incur the obligations associated with continued project management and the anticipated Management and Cost Share Agreement and Follow-On Agreements; and

WHEREAS, the Water Authority, Reclamation, and Activity Agreement Members subsequently negotiated two follow-on agreements referenced in the Management and Cost Share Agreement, a Contributed Funds Agreement and Spend Plan, which govern cost sharing for the Reservoir Expansion Project, and will, upon execution, be attached to the Management and Cost Share Agreement as Exhibits; and

WHEREAS, consistent with the terms of the Amended Activity Agreement (Art. 6.1.b.3), the Activity Agreement Members have indicated their approval of the Water Authority’s execution of the Contributed Funds Agreement and the Spend Plan; and

WHEREAS, the Board has considered that certain form of the Contributed Funds Agreement, Exhibit A of Contract No. 24-WC-20-6280 (Attachment 1), and that certain form of the Spend Plan, Exhibit B of Contract No. 24-WC-20-6280 (Attachment 2), copies of which have been presented to the Board and are on file with the Secretary hereof; and

NOW, THEREFORE, BE IT RESOLVED, AS FOLLOWS, THAT:

Section 1. The facts stated in the recitals above are true and correct, and the Board so finds and determines.

Section 2. The Board hereby authorizes the Executive Director to execute the Contributed Funds Agreement and Spend Plan subject to such additions, deletions, and other revisions as the said Executive Director shall approve prior to execution.

Section 3. The Executive Director, Chief Operating Officer, or such Water Authority employee or consultant, as either of such officers designate, are further authorized and directed to take such additional steps, and to execute such additional documents or revisions to the Contributed Funds Agreement or the Spend Plan, as may be required or reasonably necessary to the completion of the activities authorized by this Resolution.

PASSED, APPROVED AND ADOPTED this 7th day of August, 2025, by the Board of Directors of the San Luis & Delta-Mendota Water Authority.

Cannon Michael, Chairman
San Luis & Delta-Mendota Water Authority

Attest:

Federico Barajas, Secretary

I hereby certify that the foregoing Resolution No. 2025- was duly and regularly adopted by the Board of Directors of the San Luis & Delta-Mendota Water Authority at the meeting thereof held on the 7th day of August, 2025.

Federico Barajas, Secretary

DRAFT

EXHIBIT A OF CONTRACT NO. 24-WC-20-6280

UNITED STATES

DEPARTMENT OF THE INTERIOR

BUREAU OF RECLAMATION

Central Valley Project, California

CONTRIBUTED FUNDS AGREEMENT
BETWEEN
THE SAN LUIS & DELTA-MENDOTA WATER AUTHORITY
AND
THE UNITED STATES OF AMERICA FOR
THE B.F. SISK DAM RAISE AND RESERVOIR EXPANSION PROJECT

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EXHIBIT A OF CONTRACT NO. 24-WC-20-6280

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
Central Valley Project, California

CONTRIBUTED FUNDS AGREEMENT
BETWEEN
THE SAN LUIS & DELTA-MENDOTA WATER AUTHORITY
AND
THE UNITED STATES OF AMERICA FOR
THE B.F. SISK DAM RAISE AND RESERVOIR EXPANSION PROJECT

1 THIS AGREEMENT (San Luis Reservoir Expansion Contributed Funds Agreement or
2 SLRE CFA), made this ____ day of _____, 20____, pursuant to the
3 Reclamation Act of 1902, as amended (32 Stat. 388; 43 U.S.C. Part 391); including the Act of
4 February 21, 1911 (36 Stat. 925); the Reclamation Project Act of 1939, as amended (53 Stat. 1187;
5 43 U.S.C. Part 485); the Contributed Funds Act of March 4, 1921 (Public Law 66-389; 41 Stat.
6 1404; 43 U.S.C. § 395); the San Luis Act of 1960, as amended (Public Law 86-488; 74 Stat. 156);
7 the Reclamation Safety of Dams Act of 1978 (Public Law 95-578; 92 Stat. 2471); the Reclamation
8 Reform Act of 1982, as amended (Public Law 97-293; 96 Stat. 1261); and Section 305 of the
9 Reclamation States Emergency Drought Relief Act of 1991, enacted March 5, 1992 (106 Stat. 59);
10 the Central Valley Project Improvement Act of 1992, as amended (Public Law 102-575; 106 Stat.
11 4706); and the Water Infrastructure Improvements for the Nation Act of 2016 (WIIN Act) (Public
12 Law 114-322; 130 Stat. 1865); made between the UNITED STATES BUREAU OF
13 RECLAMATION, hereinafter referred to as the “United States” or “Reclamation”, and represented
14 by the officer executing this Agreement, hereinafter referred to as the “Contracting Officer”, and

the SAN LUIS & DELTA-MENDOTA WATER AUTHORITY, hereinafter referred to as the
“Authority”, individually referred to as “Party” and collectively referred to as “Parties”.

WITNESSETH, That:

EXPLANATORY RECITALS

[1st] WHEREAS, consistent with the WIIN Act, on January 17, 2025, Reclamation,
representing the United States, and the Authority, through the B.F. Sisk Dam Raise and Reservoir
Expansion Project Activity Agreement, representing participating agencies who will collectively
share in the costs and benefits of the Expansion Project (Exhibit F to the “SLRE Management and
Cost Share Agreement,” defined below), entered into the Agreement between the United States and
the San Luis & Delta-Mendota Water Authority for the Management of the Expanded San Luis
Reservoir and Cost Share of Charges Associated with Raising of the B.F. Sisk Dam and Increased
Storage Capacity of the Federally Administered San Luis Reservoir, hereinafter referred to as the
“SLRE Management and Cost Share Agreement”, which provides for the sharing of costs
associated with the B.F. Sisk Dam Raise and Reservoir Expansion Project; and

[2nd] WHEREAS, this SLRE CFA, entered into pursuant to the Sundry Civil
Appropriations Act of March 4, 1921 (Pub. L. 66-389; 41 Stat. 1404; 43 U.S.C. 395), is Exhibit A
to the SLRE Management and Cost Share Agreement, Contract No. 24-WC-20-6280; and provides
for the contribution of funds for non-Federal share of the capital costs in accordance with the WIIN
Act (§4007(b)(3)(B) and §4011(e)(2)); and

[3rd] WHEREAS, the Spend Plan attached as Exhibit B to the SLRE Management and
Cost Share Agreement, in accordance with subarticle 3(e) of the SLRE Management and Cost
Share Agreement, will be mutually agreed upon; and will advise the timing and frequency of the
funds to be contributed by each Party; and

[4th] WHEREAS, the Parties desire to contribute funds to facilitate the SLRE
Management and Cost Share Agreement; and

[5th] WHEREAS, the Parties are willing to perform their respective duties in a timely and
cost-effective manner; and

[6th] WHEREAS, the Parties are authorized to enter into this Agreement consistent with
Federal law, as specified above.

NOW, THEREFORE, in consideration of the mutual and dependent covenants herein
contained, it is hereby mutually agreed by the Parties hereto as follows:

DEFINITIONS

1. When used herein unless otherwise distinctly expressed, or manifestly incompatible
with the intent of the Parties as expressed in this Agreement, the term:

(a) “Contracting Officer” shall mean the Secretary of the United States
Department of the Interior or his/her duly authorized representative.

(b) “Contributed Funds Agreement” shall mean the agreement by which the
Authority contributes to the cost of the Expansion Project, entered into pursuant to the Contributed
Funds Act of March 4, 1921 (Pub. L. 66-389; 41 Stat. 1404; 43 U.S.C. 395).

(c) “Expansion Project” shall mean the B.F. Sisk Dam Raise and Reservoir
Expansion Project, consistent with the Record of Decision, dated October 20, 2023, as may be
amended or supplemented, which would raise B.F. Sisk Dam an additional ten feet and provide an
additional estimated 130 Thousand Acre-Feet (TAF) of storage in San Luis Reservoir.

(d) “Project Costs” shall mean any eligible costs associated with the Expansion
Project.

(e) “Spend Plan” shall mean the plan provided for in the subarticle 3(e) of the SLRE Management and Cost Share Agreement, Contract No. 24-WC-20-6280, and attached as Exhibit B to the SLRE Management and Cost Share Agreement.

TERM OF AGREEMENT

2. This Agreement shall be effective on the date hereinabove written and shall remain in effect for the duration of the Expansion Project until the final accounting has been completed, and Exhibit E, Final Storage Benefits, has been mutually agreed upon; *provided, however*, this Agreement may be modified, amended, or terminated in writing, consistent with the provisions of Article 2 of the SLRE Management Cost Share Agreement. If termination occurs, the Parties will meet and confer to review the appropriate recognition of the Parties’ contributed funds, consistent with Article 2 of the SLRE Management and Cost Share Agreement. In case of conflict or ambiguity between this Agreement/exhibit and the SLRE Management and Cost Share Agreement, the SLRE Management and Cost Share Agreement controls.

CONTRIBUTION OF FUNDS

3. Pursuant to Section 4007(b)(2) of the WIIN Act, Reclamation is authorized to participate in a federally owned storage project in an amount equal to not more than 50% of the Project Costs. However, Reclamation and the Authority have agreed to an initial 70% Authority/30% Federal share of Project Costs. Federal funding for the Expansion Project is subject to funding availability and appropriations. Upon the execution of this Agreement, a specific Bureau of Reclamation account will be established to provide for the contribution of funds outlined in the Spend Plan. The contributed funds will be utilized by Reclamation to fund expenditures directly related to the Expansion Project as outlined in Article 3 of the SLRE Management and Cost Share Agreement. The Spend Plan will inform the timing and frequency of all funds to be contributed

under this Agreement, and the Spend Plan may be changed to facilitate the needs of the Expansion Project upon mutual agreement.

(a) Payment and Advance Payment:

(1) Project funding from the Authority for its non-Federal share of the Expansion Project will be made to Reclamation as shown in the Spend Plan.

(2) All funds provided by the Authority will be utilized by Reclamation to pay for costs of the Expansion Project and will be credited towards the Authority's non-Federal share.

(3) If the Authority fails to make any payment required under the Spend Plan, following written notice from Reclamation, the Parties will meet and confer and agree upon revisions to the Spend Plan prior to the due date for the next payment.

(b) Reclamation will prepare and submit to the Authority for payment invoices in accordance with the Spend Plan.

(c) Reclamation and the Authority will each prepare and submit to the other Party a monthly report of all Expansion Project expenditures incurred by such Party during each month. The reports will be due no later than thirty (30) days following the end of the previous month.

(d) Upon request, Reclamation will provide the Authority with an accounting of contributed funds expended towards the Expansion Project.

(e) Any funds contributed by the Authority in excess of the amount necessary for the non-Federal share of the Expansion Project will, at the Authority's request, be refunded to the Authority at the completion of the Expansion Project or upon termination under Article 2 of this Agreement. If a refund is requested by the Authority, in writing, Reclamation will, in a timely

manner, seek to refund within ninety (90) days from the date a determination is made that funds are available to be refunded.

SEVERABILITY

4. If any provision of this Agreement shall be held invalid, illegal, or unenforceable, by a court of competent jurisdiction, the remaining portion or portions shall be considered severable and not be affected by such holding, and the rights and obligations of the Parties shall be construed and enforced as if the provision had not been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause the fundamental benefits afforded by either Party to this Agreement to become unavailable or materially altered.

NOTICES

5. Any notice, demand, or request authorized or required by this Agreement shall be deemed to have been given, on behalf of the Authority, when mailed, postage prepaid, or delivered to the Resources Manager, California-Great Basin Region, Bureau of Reclamation, 2800 Cottage Way, Sacramento, CA, 95825, and on behalf of the United States, when mailed, postage prepaid, or delivered to the Board of Directors, San Luis & Delta-Mendota Water Authority, P.O. Box 2157, Los Banos, California 93635. The designation of the addressee or the address may be changed by notice given in the same manner as provided in this article for other notices.

CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS

6. The expenditure or advance of any money or the performance of any obligation of the United States under this Agreement shall be contingent upon appropriation or allotment of funds. Absence of appropriation or allotment of funds shall not relieve the Authority from any obligations under this Agreement. No liability shall accrue to the United States in case funds are not appropriated or allotted.

OFFICIALS NOT TO BENEFIT

7. No Member of or Delegate to the Congress, Resident Commissioner, or official of the Authority shall benefit from this Agreement other than as a water user or landowner in the same manner as other water users or landowners.

CHANGES IN AUTHORITY'S ORGANIZATION

8. While this Agreement is in effect, no change may be made in the Authority's organization, by inclusion or exclusion of lands or by any other changes which may affect the respective rights, obligations, privileges, and duties of either the United States or the Authority

under this Agreement including, but not limited to, dissolution, consolidation, or merger, except upon the Contracting Officer's written consent.

ASSIGNMENT LIMITED—SUCCESSORS AND ASSIGNS OBLIGATED

9. (a) The provisions of this Agreement shall apply to and bind the successors and assigns of the Parties hereto, but no assignment or transfer of this Agreement or any right or interest therein by either Party shall be valid until approved in writing by the other Party.

(b) Reclamation shall not unreasonably withhold its consent to an assignment of the Authority's rights and obligations under this Agreement to a third party.

BOOKS, RECORDS, AND REPORTS

10. The Authority shall establish and maintain accounts and other books and records pertaining to administration of the terms and conditions of this Agreement, including the Authority's financial transactions; water supply data; project operation, maintenance, and replacement logs; project land and rights-of-way use agreements; the water users' land-use (crop census), land-ownership, land-leasing, and water-use data; and other matters that the Contracting Officer may require. Reports shall be furnished to the Contracting Officer in such form and on such date or dates as the Contracting Officer may require. Subject to applicable Federal laws and regulations, each Party to this Agreement shall have the right during office hours to examine and make copies of the other Party's books and records relating to matters covered by this Agreement.

COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

11. (a) The Authority shall comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (Pub. L. 93-112, Title V, as amended; 29 U.S.C. § 791, et seq.), the Age Discrimination Act of 1975 (Pub. L. 94-135, Title III; 42 U.S.C. § 6101, et seq.), Title II of the Americans with Disabilities Act of 1990 (Pub. L. 101-336; 42 U.S.C. § 12131, et seq.), and any other applicable civil rights laws, and with the applicable implementing regulations and any guidelines imposed by the U.S. Department of the Interior and/or Bureau of Reclamation.

(b) These statutes prohibit any person in the United States from being excluded from participation in, being denied the benefits of, or being otherwise subjected to discrimination under any program or activity receiving financial assistance from the Bureau of Reclamation on the grounds of race, color, national origin, disability, or age. By executing this Agreement, the Authority agrees to immediately take any measures necessary to implement this obligation, including permitting officials of the United States to inspect premises, programs, and documents.

(c) The Authority makes this agreement in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts, or other Federal

financial assistance extended after the date hereof to the Authority by the Bureau of Reclamation, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The Authority recognizes and agrees that such Federal assistance will be extended in reliance on the representations and agreements made in this article and that the United States reserves the right to seek judicial enforcement thereof.

(d) Complaints of discrimination against the Authority shall be investigated by the Contracting Officer's Office of Civil Rights.

MEDIUM FOR TRANSMITTING PAYMENTS

12. (a) All payments from the Authority to the United States under this Agreement shall be by the medium requested by the United States on or before the date payment is due. The required method of payment may include checks, wire transfers, or other types of payment specified by the United States.

(b) Upon execution of the Agreement, the Authority shall furnish the Contracting Officer with the Authority's taxpayer identification number (TIN). The purpose for requiring the Authority's TIN is for collecting and reporting any delinquent amounts arising out of the Authority's relationship with the United States.

188 and year first above written.

189 (SEAL)

190 By: _____
191 Regional Director
192 Interior Region 10: California-Great Basin
193 Bureau of Reclamation

194 SAN LUIS & DELTA-MENDOTA WATER
195 AUTHORITY

196 By: _____
197 Chair, Board of Directors
198 Attest:

199	
200	Secretary

EXHIBIT B OF CONTRACT NO. 24-WC-20-6280

SPEND PLAN

**B.F. Sisk Dam Raise and Reservoir Expansion Project
2025-06-04**

Estimated Cost for the Expansion Project: \$1,044,975

Estimated Costs for Crest Raise: \$ 515,655,420

Estimated Costs for State Road 152 Raise: \$ 529,319,580

This Project Spend Plan is established pursuant to Article 3 of the "*San Luis Reservoir Expansion Management and Cost Share Agreement*," Contract No. 24-WC-6280, dated January 17, 2025 ("SLRE Management and Cost Share Agreement"), whose terms are subject to Title 2 of the Code of Federal Regulations § Part 200 and applicable law. In case of conflict or ambiguity between this Spend Plan/exhibit and the SLRE Management and Cost Share Agreement, the SLRE Management and Cost Share Agreement controls.

The current cost estimate for the Project is based on a conceptual design and will be updated at 30% and 90% design milestones. After each update the Spend Plan may be revised to reflect updated costs. Major components include raising the dam crest by 10 ft and elevating State Road (SR) 152 to accommodate higher water levels in the reservoir. Costs are allocated 70% to San Luis & Delta-Mendota Water Authority (Authority) and 30% to the U.S. Bureau of Reclamation (Reclamation). The Authority will be primarily responsible for the design and construction of SR 152 and Reclamation will be responsible for the design and construction of the crest raise.

The objective of this Spend Plan is to maintain the overall 70/30 contribution ratio. Quarterly meetings will be held to review the Project schedule, ensure contributions align with the schedule, and ensure that funds are available as needed. If any significant shortfall by the Authority or Reclamation occurs, the parties will meet and confer to develop a plan to remedy the shortfall.

Although quarterly and annual true-ups will occur, given the 70/30 anticipated cost share, the parties do not anticipate that Reclamation would make any payments to the Authority, even if a given year shows a credit to the Authority.

If at any point or points during design or construction Reclamation spending reaches 45% of the cumulative spend, a payment from the Authority to Reclamation will be deposited at the direction of the Contracting Officer within a reasonable timeframe to bring the cost share back to the 70/30 contribution.

Table 1 estimates Project costs by year including construction and non-contract expenses, allocated according to the 70/30 ratio between the Authority and Reclamation based on the current Project schedule.

Table 2 estimates the Project costs and invoicing schedule by quarter allocated according to the 70/30 ratio between the Authority and Reclamation based on the current project schedule.

Table 3 estimates the Project costs by quarter and category allocated according to the 70/30 ratio

between the Authority and Reclamation based on the current project schedule.

Table 4 graphically represents the costs by year including construction and non-contract expenses, allocated according to the 70/30 ratio between the Authority and Reclamation based on the current Project schedule.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

THE UNITED STATES OF AMERICA

By: _____
Regional Director
Interior Region 10: California-Great Basin
Bureau of Reclamation

San Luis & Delta-Mendota Water Authority

(SEAL)

By: _____
Chair, Board of Directors

Attest:

Secretary

Contract No. 24-WC-20-6280 - Exhibit B -Table 1

B.F. SISK PROJECT COST BY YEAR											
Calendar Year	Authority Share	%	Federal Share	%	Total Yearly Spend	Authority Cumulative	%	Federal Cumulative	%	Combined Cumulative	
Planning Costs	\$ 3,980,480	70%	\$ 1,705,920	30%	\$ 5,686,400	\$ 3,980,480	0.4%	\$ 1,705,920	0.2%	\$ 5,686,400	
2025	\$ 3,594,382	70%	\$ 1,540,449	30%	\$ 5,134,832	\$ 7,574,862	0.7%	\$ 3,246,369	0.3%	\$ 10,821,232	
2026	\$ 3,300,490	70%	\$ 1,414,496	30%	\$ 4,714,986	\$ 10,875,352	1.0%	\$ 4,660,865	0.4%	\$ 15,536,217	
2027	\$ 8,065,562	70%	\$ 3,456,669	30%	\$ 11,522,232	\$ 18,940,914	1.8%	\$ 8,117,535	0.8%	\$ 27,058,449	
2028	\$ 11,364,748	70%	\$ 4,870,606	30%	\$ 16,235,355	\$ 30,305,662	2.9%	\$ 12,988,141	1.2%	\$ 43,293,803	
2029	\$ 144,823,211	70%	\$ 62,067,091	30%	\$ 206,890,302	\$ 175,128,874	16.8%	\$ 75,055,232	7.2%	\$ 250,184,105	
2030	\$ 245,409,294	70%	\$ 105,175,412	30%	\$ 350,584,705	\$ 420,538,167	40.2%	\$ 180,230,643	17.2%	\$ 600,768,811	
2031	\$ 207,899,323	70%	\$ 89,099,710	30%	\$ 296,999,033	\$ 628,437,490	60.1%	\$ 269,330,353	25.8%	\$ 897,767,843	
2032	\$ 85,262,359	70%	\$ 36,541,011	30%	\$ 121,803,370	\$ 713,699,850	68.3%	\$ 305,871,364	29.3%	\$ 1,019,571,214	
2033	\$ 17,782,650	70%	\$ 7,621,136	30%	\$ 25,403,786	\$ 731,482,500	70.0%	\$ 313,492,500	30.0%	\$ 1,044,975,000	
Total	\$ 731,482,500	70%	\$ 313,492,500	30%	\$ 1,044,975,000						

Contract No. 24-WC-20-6280 - Exhibit B - Table 2

B.F. SISK PROJECT COST AUTHORITY & FEDERAL SHARES									
Qtr. by Calendar Year	Authority			Federal			Quarterly True-Up	Authority Payment to Reclamation	Authority Credit
	Authority Share	Cumulative	Authority %	Federal Share	Cumulative	Federal %			
Planning Costs	\$ 3,980,480	\$ 3,980,480	70.0%	\$ 1,705,920	\$ 1,705,920	30.0%	\$ (1,020,996)		\$ 1,020,996
Mar-25	\$ 898,596	\$ 4,879,076	70.0%	\$ 385,112	\$ 2,091,032	30.0%	\$ (115,112)		
Jun-25	\$ 898,596	\$ 5,777,671	70.0%	\$ 385,112	\$ 2,476,145	30.0%	\$ (115,112)		
Sep-25	\$ 898,596	\$ 6,676,267	70.0%	\$ 385,112	\$ 2,861,257	30.0%	\$ (115,112)		
Dec-25	\$ 898,596	\$ 7,574,862	70.0%	\$ 385,112	\$ 3,246,369	30.0%	\$ (115,112)		\$ 460,449
Mar-26	\$ 825,123	\$ 8,399,985	70.0%	\$ 353,624	\$ 3,599,993	30.0%	\$ 22,838		
Jun-26	\$ 825,123	\$ 9,225,107	70.0%	\$ 353,624	\$ 3,953,617	30.0%	\$ 22,838		
Sep-26	\$ 825,123	\$ 10,050,230	70.0%	\$ 353,624	\$ 4,307,241	30.0%	\$ 22,838		
Dec-26	\$ 825,123	\$ 10,875,352	70.0%	\$ 353,624	\$ 4,660,865	30.0%	\$ 22,838	\$ 91,350	
Mar-27	\$ 2,016,391	\$ 12,891,743	70.0%	\$ 864,167	\$ 5,525,033	30.0%	\$ 1,132,294		
Jun-27	\$ 2,016,391	\$ 14,908,133	70.0%	\$ 864,167	\$ 6,389,200	30.0%	\$ 1,132,294		
Sep-27	\$ 2,016,391	\$ 16,924,524	70.0%	\$ 864,167	\$ 7,253,367	30.0%	\$ 1,132,294		
Dec-27	\$ 2,016,391	\$ 18,940,914	70.0%	\$ 864,167	\$ 8,117,535	30.0%	\$ 1,132,294	\$ 4,529,177	
Mar-28	\$ 2,841,187	\$ 21,782,101	70.0%	\$ 1,217,652	\$ 9,335,186	30.0%	\$ 778,810		
Jun-28	\$ 2,841,187	\$ 24,623,288	70.0%	\$ 1,217,652	\$ 10,552,838	30.0%	\$ 778,810		
Sep-28	\$ 2,841,187	\$ 27,464,475	70.0%	\$ 1,217,652	\$ 11,770,489	30.0%	\$ 778,810		
Dec-28	\$ 2,841,187	\$ 30,305,662	70.0%	\$ 1,217,652	\$ 12,988,141	30.0%	\$ 778,810	\$ 3,115,240	
Mar-29	\$ 36,205,803	\$ 66,511,465	70.0%	\$ 15,516,773	\$ 28,504,914	30.0%	\$ 16,008,153		
Jun-29	\$ 36,205,803	\$ 102,717,268	70.0%	\$ 15,516,773	\$ 44,021,686	30.0%	\$ 16,008,153		
Sep-29	\$ 36,205,803	\$ 138,923,071	70.0%	\$ 15,516,773	\$ 59,538,459	30.0%	\$ 16,008,153		
Dec-29	\$ 36,205,803	\$ 175,128,874	70.0%	\$ 15,516,773	\$ 75,055,232	30.0%	\$ 16,008,153	\$ 64,032,610	
Mar-30	\$ 61,352,323	\$ 236,481,197	70.0%	\$ 26,293,853	\$ 101,349,085	30.0%	\$ 4,893,572		
Jun-30	\$ 61,352,323	\$ 297,833,521	70.0%	\$ 26,293,853	\$ 127,642,937	30.0%	\$ 4,893,572		
Sep-30	\$ 61,352,323	\$ 359,185,844	70.0%	\$ 26,293,853	\$ 153,936,790	30.0%	\$ 4,893,572		
Dec-30	\$ 61,352,323	\$ 420,538,167	70.0%	\$ 26,293,853	\$ 180,230,643	30.0%	\$ 4,893,572	\$ 19,574,289	
Mar-31	\$ 51,974,831	\$ 472,512,998	70.0%	\$ 22,274,927	\$ 202,505,571	30.0%	\$ 8,574,998		
Jun-31	\$ 51,974,831	\$ 524,487,829	70.0%	\$ 22,274,927	\$ 224,780,498	30.0%	\$ 8,574,998		
Sep-31	\$ 51,974,831	\$ 576,462,660	70.0%	\$ 22,274,927	\$ 247,055,426	30.0%	\$ 8,574,998		
Dec-31	\$ 51,974,831	\$ 628,437,490	70.0%	\$ 22,274,927	\$ 269,330,353	30.0%	\$ 8,574,998	\$ 34,299,991	
Mar-32	\$ 21,315,590	\$ 649,753,080	70.0%	\$ 9,135,253	\$ 278,465,606	30.0%	\$ 15,114,357		
Jun-32	\$ 21,315,590	\$ 671,068,670	70.0%	\$ 9,135,253	\$ 287,600,859	30.0%	\$ 15,114,357		
Sep-32	\$ 21,315,590	\$ 692,384,260	70.0%	\$ 9,135,253	\$ 296,736,111	30.0%	\$ 15,114,357		
Dec-32	\$ 21,315,590	\$ 713,699,850	70.0%	\$ 9,135,253	\$ 305,871,364	30.0%	\$ 15,114,357	\$ 60,457,428	
Mar-33	\$ 10,652,904	\$ 724,352,754	70.0%	\$ 4,565,530	\$ 310,436,895	30.0%	\$ 10,533,719		
Jun-33	\$ 7,129,746	\$ 731,482,500	70.0%	\$ 3,055,605	\$ 313,492,500	30.0%	\$ 4,074,141	\$ 14,607,860	
Total	\$ 731,482,500		70.0%	\$ 313,492,500		30.0%		\$ 200,707,945	\$ 1,481,445
Total Payments to Reclamation								\$ 199,226,500	

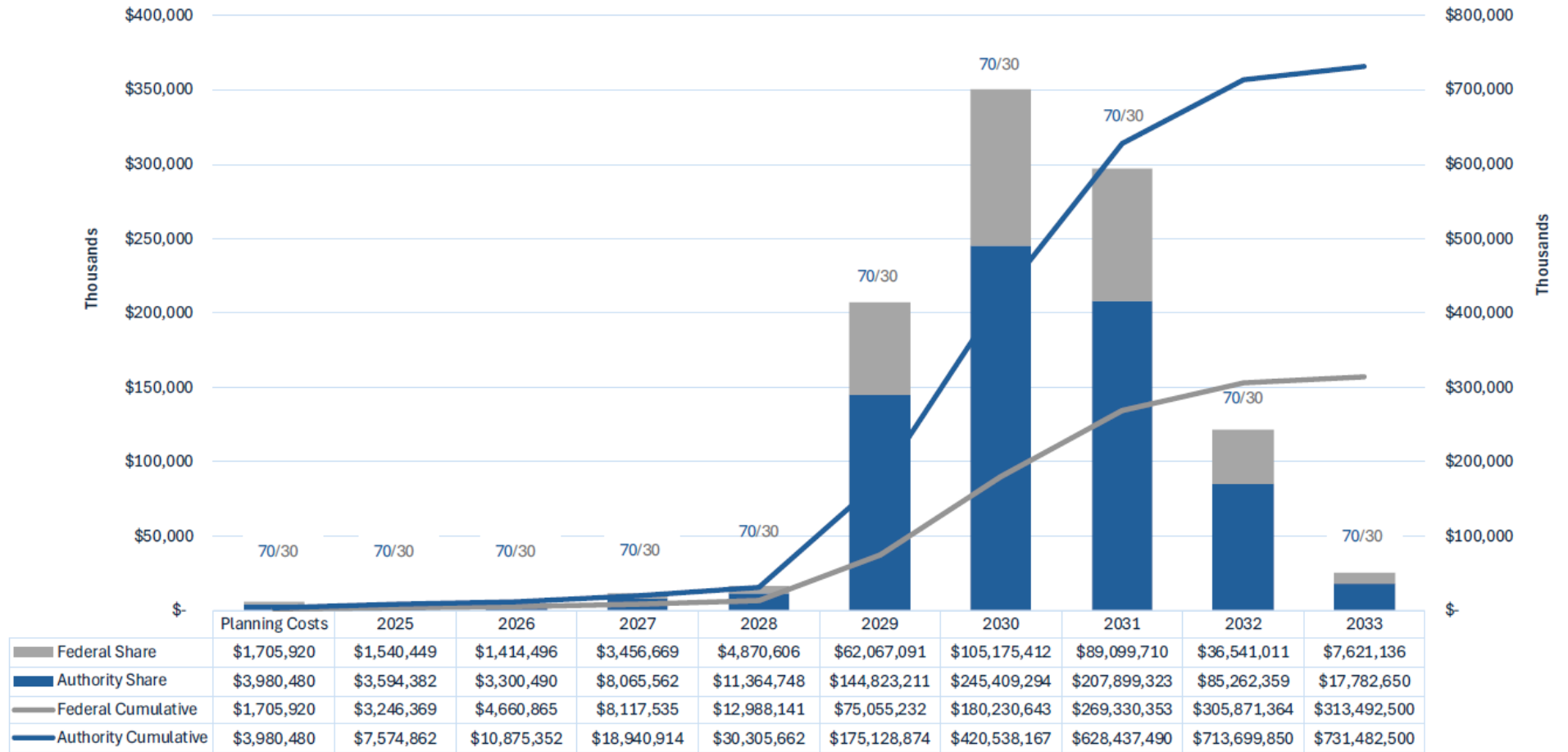
Contract No. 24-WC-20-6280 - Exhibit B - Table 3

B.F SISK PROJECT COST BY QUARTER & CATEGORY										
Qtr. by Calendar Year	Project Management	Environmental	Facilitating Services	HWY 152 Design	HWY 152 Construction Mgmt	HWY 152 Construction	Reservoir Design	Reservoir Construction Mgmt	Reservoir Construction	Total All Categories
Planning Costs	\$ -	\$ 5,001,476	\$ -	\$ -	\$ -	\$ -	\$ 684,924	\$ -	\$ -	\$ 5,686,400
Mar-25	\$ 238,370	\$ 253,064	\$ 184,737	\$ 337,536	\$ -	\$ -	\$ 270,000	\$ -	\$ -	\$ 1,283,708
Jun-25	\$ 238,370	\$ 253,064	\$ 184,737	\$ 337,536	\$ -	\$ -	\$ 270,000	\$ -	\$ -	\$ 1,283,708
Sep-25	\$ 238,370	\$ 253,064	\$ 184,737	\$ 337,536	\$ -	\$ -	\$ 270,000	\$ -	\$ -	\$ 1,283,708
Dec-25	\$ 238,370	\$ 253,064	\$ 184,737	\$ 337,536	\$ -	\$ -	\$ 270,000	\$ -	\$ -	\$ 1,283,708
Mar-26	\$ 119,185	\$ 227,780	\$ 153,948	\$ 301,372	\$ -	\$ -	\$ 376,462	\$ -	\$ -	\$ 1,178,746
Jun-26	\$ 119,185	\$ 227,780	\$ 153,948	\$ 301,372	\$ -	\$ -	\$ 376,462	\$ -	\$ -	\$ 1,178,746
Sep-26	\$ 119,185	\$ 227,780	\$ 153,948	\$ 301,372	\$ -	\$ -	\$ 376,462	\$ -	\$ -	\$ 1,178,746
Dec-26	\$ 119,185	\$ 227,780	\$ 153,948	\$ 301,372	\$ -	\$ -	\$ 376,462	\$ -	\$ -	\$ 1,178,746
Mar-27	\$ 143,022	\$ 113,890	\$ 205,264	\$ 421,920	\$ -	\$ -	\$ 1,996,462	\$ -	\$ -	\$ 2,880,558
Jun-27	\$ 143,022	\$ 113,890	\$ 205,264	\$ 421,920	\$ -	\$ -	\$ 1,996,462	\$ -	\$ -	\$ 2,880,558
Sep-27	\$ 143,022	\$ 113,890	\$ 205,264	\$ 421,920	\$ -	\$ -	\$ 1,996,462	\$ -	\$ -	\$ 2,880,558
Dec-27	\$ 143,022	\$ 113,890	\$ 205,264	\$ 421,920	\$ -	\$ -	\$ 1,996,462	\$ -	\$ -	\$ 2,880,558
Mar-28	\$ 143,022	\$ 113,890	\$ 153,948	\$ 1,651,517	\$ -	\$ -	\$ 1,996,462	\$ -	\$ -	\$ 4,058,839
Jun-28	\$ 143,022	\$ 113,890	\$ 153,948	\$ 1,651,517	\$ -	\$ -	\$ 1,996,462	\$ -	\$ -	\$ 4,058,839
Sep-28	\$ 143,022	\$ 113,890	\$ 153,948	\$ 1,651,517	\$ -	\$ -	\$ 1,996,462	\$ -	\$ -	\$ 4,058,839
Dec-28	\$ 143,022	\$ 113,890	\$ 153,948	\$ 1,651,517	\$ -	\$ -	\$ 1,996,462	\$ -	\$ -	\$ 4,058,839
Mar-29	\$ 143,022	\$ 113,890	\$ 102,632	\$ 1,567,133	\$ 553,500	\$ 17,717,473	\$ 983,962	\$ 915,806	\$ 29,625,158	\$ 51,722,575
Jun-29	\$ 143,022	\$ 113,890	\$ 102,632	\$ 1,567,133	\$ 553,500	\$ 17,717,473	\$ 983,962	\$ 915,806	\$ 29,625,158	\$ 51,722,575
Sep-29	\$ 143,022	\$ 113,890	\$ 102,632	\$ 1,567,133	\$ 553,500	\$ 17,717,473	\$ 983,962	\$ 915,806	\$ 29,625,158	\$ 51,722,575
Dec-29	\$ 143,022	\$ 113,890	\$ 102,632	\$ 1,567,133	\$ 553,500	\$ 17,717,473	\$ 983,962	\$ 915,806	\$ 29,625,158	\$ 51,722,575
Mar-30	\$ 143,022	\$ 113,890	\$ 123,158	\$ 1,265,761	\$ 1,660,500	\$ 53,152,419	\$ 646,462	\$ 915,806	\$ 29,625,158	\$ 87,646,176
Jun-30	\$ 143,022	\$ 113,890	\$ 123,158	\$ 1,265,761	\$ 1,660,500	\$ 53,152,419	\$ 646,462	\$ 915,806	\$ 29,625,158	\$ 87,646,176
Sep-30	\$ 143,022	\$ 113,890	\$ 123,158	\$ 1,265,761	\$ 1,660,500	\$ 53,152,419	\$ 646,462	\$ 915,806	\$ 29,625,158	\$ 87,646,176
Dec-30	\$ 143,022	\$ 113,890	\$ 123,158	\$ 1,265,761	\$ 1,660,500	\$ 53,152,419	\$ 646,462	\$ 915,806	\$ 29,625,158	\$ 87,646,176
Mar-31	\$ 143,022	\$ 91,029	\$ 51,316	\$ 482,195	\$ 1,291,500	\$ 41,340,771	\$ 308,962	\$ 915,806	\$ 29,625,158	\$ 74,249,758
Jun-31	\$ 143,022	\$ 91,029	\$ 51,316	\$ 482,195	\$ 1,291,500	\$ 41,340,771	\$ 308,962	\$ 915,806	\$ 29,625,158	\$ 74,249,758
Sep-31	\$ 143,022	\$ 91,029	\$ 51,316	\$ 482,195	\$ 1,291,500	\$ 41,340,771	\$ 308,962	\$ 915,806	\$ 29,625,158	\$ 74,249,758
Dec-31	\$ 143,022	\$ 91,029	\$ 51,316	\$ 482,195	\$ 1,291,500	\$ 41,340,771	\$ 308,962	\$ 915,806	\$ 29,625,158	\$ 74,249,758
Mar-32	\$ 59,593	\$ -	\$ 51,316	\$ -	\$ 184,500	\$ 5,905,824	\$ -	\$ 549,484	\$ 23,700,126	\$ 30,450,843
Jun-32	\$ 59,593	\$ -	\$ 51,316	\$ -	\$ 184,500	\$ 5,905,824	\$ -	\$ 549,484	\$ 23,700,126	\$ 30,450,843
Sep-32	\$ 59,593	\$ -	\$ 51,316	\$ -	\$ 184,500	\$ 5,905,824	\$ -	\$ 549,484	\$ 23,700,126	\$ 30,450,843
Dec-32	\$ 59,593	\$ -	\$ 51,316	\$ -	\$ 184,500	\$ 5,905,824	\$ -	\$ 549,484	\$ 23,700,126	\$ 30,450,843
Mar-33	\$ 119,185	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 879,174	\$ 14,220,076	\$ 15,218,435
Jun-33	\$ 119,185	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 586,116	\$ 9,480,050	\$ 10,185,352
Total	\$ 4,767,408	\$ 9,111,214	\$ 4,105,271	\$ 24,109,738	\$ 14,760,000	\$ 472,465,949	\$ 27,000,000	\$ 14,652,900	\$ 474,002,520	\$ 1,044,975,000

Notes: The Authority's and Reclamation's spend prior to March 1, 2025 is captured in Planning Costs under the Environmental and Reservoir Design categories, respectively.

Contract No. 24-WC-20-6280 - Exhibit B -Table 4

B.F. Sisk Spend Plan





Monday, August 4, 2025, 12:00 p.m.

**Notice of Finance & Administration Committee Regular Meeting and
Joint Finance & Administration Committee Regular Meeting-Special Board
Workshop**

**SLDMWA Boardroom
842 6th Street, Los Banos
(List of Member/Alternate Telephonic Locations Attached)**

Public Participation Information

Join Zoom Meeting

<https://us02web.zoom.us/j/81388707312?pwd=kU5ZOSf3KBoYSe1bKmfRmRoWEBZjZ9.1>

Meeting ID: 813 8870 7312

Passcode: 495284

One tap mobile

**+16694449171,,81388707312#,,,,*495284# US
+16699006833,,81388707312#,,,,*495284# US (San Jose)**

Dial by your location

- +1 669 444 9171 US**
- +1 669 900 6833 US (San Jose)**
- +1 253 205 0468 US**
- +1 253 215 8782 US (Tacoma)**
- +1 346 248 7799 US (Houston)**
- +1 719 359 4580 US**

Find your local number: <https://us02web.zoom.us/j/kdHg5WzM8N>

NOTE: Any member of the public may address the Finance & Administration Committee/Board concerning any item on the agenda before or during consideration of that item.

Because the notice provides for a regular meeting of the Finance & Administration Committee ("FAC") and a joint regular FAC Meeting/Special Board workshop, Board Directors/Alternates may discuss items listed on the agenda; however, only FAC Members/Alternates may correct or add to the agenda or vote on action items.

NOTE FURTHER: Meeting materials have been made available to the public on the San Luis & Delta-Mendota Water Authority's website, <https://www.sldmwa.org>, and at the Los Banos Administrative Office, 842 6th Street, Los Banos, CA 93635.

Agenda

1. Call to Order/Roll Call
2. Finance & Administration Committee to Consider Additions or Corrections to the Agenda for the Finance & Administration Committee Meeting only, as Authorized by Government Code Section 54950 et seq.

3. Opportunity for Public Comment – Any member of the public may address the Finance & Administration Committee/Board concerning any matter not on the Agenda, but within the Committee's or Board's jurisdiction. Public comment is limited to no more than three minutes per person. For good cause, the Chair of the Finance & Administration Committee may waive this limitation.

ACTION ITEMS

4. **Approval of July 7, 2025 Meeting Minutes**
5. **Recommendation to Board of Directors to Accept the Treasurer's Report for the Quarter Ending June 30, 2025**
6. **Recommendation to Board of Directors to Adopt Resolution Authorizing Adoption of Amendments to the San Luis & Delta-Mendota Water Authority Consolidated Procurement Policy**, Arroyave/Akroyd
7. **Recommendation to Board of Directors to Authorize Award and Execution of Construction Agreements for Jones Pumping Plant Excitation Project, and Expenditure of Up to \$25,000,000 Utilizing Aging Infrastructure Account Funds**, Arroyave/McNeil
8. **Recommendation to Board of Directors to Authorize Award of Contract, Execution of Construction Agreement for DMC Road Maintenance Chipseal, and Expenditure of Up to \$396,466 from the FY26 EO&M Budget**, Arroyave/McNeil
9. **Recommendation to Board of Directors to Authorize Execution of Change Order for O'Neill Pumping-Generating Plant Power Transformer Rehabilitations and Increase in Expenditure of Up to \$2,156,500 from the FY24 and FY26 EO&M Budgets**, Arroyave/McNeil

REPORT ITEMS

10. FY26 Activity Agreements Budget to Actual Report through 6/30/25
11. FY26 O&M Budget to Actual Report through 6/30/25
12. Contract/Procurement Activity Reports
13. Executive Director's Report
(May include reports on activities within the Finance & Administration Committee's jurisdiction related to 1) CVP/SWP water operations; 2) California storage projects; 3) regulation of the CVP/SWP; 4) existing or possible new State and Federal policies; 5) Water Authority activities)
14. Committee Member Reports
15. Reports Pursuant to Government Code Section 54954.2(a)(3)
16. **ADJOURNMENT**

Persons with a disability may request disability-related modification or accommodation by contacting Cheri Worthy or Sandi Ginda at the San Luis & Delta-Mendota Water Authority Office, 842 6th Street, P.O. Box 2157, Los Banos, California, via telephone at (209) 826-9696, or via email at cheri.worthy@sldmwa.org or sandi.ginda@sldmwa.org. Requests should be made as far in advance as possible before the meeting date, preferably 3 days in advance of regular meetings or 1 day in advance of special meetings/workshops.

This agenda has been prepared as required by the applicable laws of the State of California, including but not limited to, Government Code Section 54950 et seq. and has not been prepared with a view to informing an investment decision in any of the Authority's bonds, notes, or other obligations. Any projections, plans, or other forward-looking statements included in the information in this agenda are subject to a variety of uncertainties that could cause any actual plans or results to differ materially from any such statement. The information herein is not intended to be used by investors or potential investors in considering the purchase or sale of the Authority's bonds, notes, or other obligations and investors and potential investors should rely only on information filed by the Authority on the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System for municipal securities disclosures, maintained on the World Wide Web at <https://emma.msrb.org/>.

SLDMWA FINANCE & ADMINISTRATION COMMITTEE
REGULAR MEETING TELEPHONIC LOCATIONS
August 4, 2025

15671 W. Oakland Ave
Five Points, CA 93624

**SAN LUIS & DELTA-MENDOTA WATER AUTHORITY
FINANCE & ADMINISTRATION COMMITTEE REGULAR MEETING AND
JOINT FINANCE & ADMINISTRATION COMMITTEE REGULAR MEETING-SPECIAL
BOARD OF DIRECTORS WORKSHOP
MINUTES FOR JULY 7, 2025**

The Finance & Administration Committee of the San Luis & Delta-Mendota Water Authority convened at approximately 12:00 p.m. at 842 6th Street in Los Banos, California, with Ex Officio Cannon Michael presiding.

Members and Alternate Members in Attendance

Ex Officio

Cannon Michael
William Bourdeau (arrived during Item 7)

Division 1

Anthea Hansen, Chair/Member (via ZOOM)

Division 2

Justin Diener, Member - Stephen Farmer, Alternate

Division 3

Jarrett Martin, Alternate

Division 4

Brett Miller, Member

Division 5

Manny Amorelli, Alternate

Friant Water Authority

Wilson Orvis, Alternate

Board of Directors Present

Division 1

Anthea Hansen, Director (via ZOOM)

Division 2

William Bourdeau, Vice Chair/Director (arrived during Item 7)
Justin Diener, Alternate
Patrick McGowan, Alternate

Division 3

Jarrett Martin, Director
Cannon Michael, Director

Division 4

Brett Miller, Alternate

Division 5

Manny Amorelli, Director

Authority Representatives Present

Federico Barajas, Executive Director
Pablo Arroyave, Chief Operating Officer
Rebecca Akroyd, General Counsel

Rebecca Harms, Deputy General Counsel
Raymond Tarka, Director of Finance
Bob Martin, O&M Director (via ZOOM)
Landon Truesdale, Legislative/Legal Policy Clerk
Melody Hernandez, Water Accounting Supervisor
Eddie Reyes, Information Systems Technician
Stewart Davis, Information Technology Officer

Others in Attendance

Patrick McGowan, Panoche Water District
Lea Emmons, City of Tracy (via ZOOM)

1. Call to Order/Roll Call

Ex Officio Member Cannon Michael called the meeting to order at approximately 12:00 p.m. and roll was called. In accordance with the Brown Act, Committee Chair/Member Anthea Hansen was identified as participating remotely for just cause.

2. Additions or Corrections to the Agenda - No additions or corrections.

3. Opportunity for Public Comment - No public comment.

4. Finance & Administration Committee to Consider Approval of the June 2, 2025 Meeting Minutes

On a motion made by Member Brett Miller, seconded by Alternate Wilson Orvis, the Committee approved the June 2, 2025 meeting minutes with minor, non-substantive edits.

AYES:	Michael, Hansen, Diener, Jarrett Martin, Miller, Amorelli, Orvis
NAYS:	None
ABSTENTIONS:	None

5. Recommendation to Board of Directors to Adopt Resolution Authorizing Application for Extended Repayment and Funding from the Aging Infrastructure Account

Chief Operating Officer Pablo Arroyave introduced the item and reviewed materials included in the meeting packet. Arroyave stated that the Authority is prepared to submit three applications for funding. The first two applications already have Board of Directors approval, for the DMC Subsidence Correction Project and the O'Neill Rehabilitation Project. The recommendation is for Board of Directors to approve the third application for the O'Neill Transformer Replacement Project. Arroyave explained that further action would be required later if funds are received and when there is a need to enter into repayment contract. Alternate Wilson Orvis requested that a provision be added to the resolution regarding cost allocation.

Chair/Member Hansen requested other minor edits to the resolution. On a motion made by Alternate Wilson Orvis, seconded by Member Brett Miller, the Committee approved a recommendation to the Board of Directors to adopt the Resolution, including revisions, authorizing application for extended repayment and funding from the Aging Infrastructure Account.

AYES: Michael, Hansen, Diener, Jarrett Martin, Miller, Amorelli, Orvis
 NAYS: None
 ABSTENTIONS: None

6. Recommendation to Board of Directors to Approve Adjustment to Water Year 2025 Water Rates

Director of Finance Raymond Tarka reviewed the proposed changes to the Water Year 2025 water rates and asked for approval of both rates under 55% and 60% Ag allocation scenarios. Tarka noted the increase in DWR wheeling charges for moving water through the Delta-Mendota Canal/California Aqueduct Intertie and the effects on conveyance costs. Chief Operating Officer Pablo Arroyave stated that the Authority would be moving forward with the rates under the 55% Ag allocation scenario. On a motion made by Alternate Manny Amorelli, seconded by Member Justin Diener, the Committee approved a recommendation to the Board of Directors to approve adjustment to Water Year 2025 Water Rates.

AYES: Michael, Hansen, Diener, Martin, Miller, Amorelli, Orvis
 NAYS: None
 ABSTENTIONS: None

REPORT ITEMS

7. Discussion Regarding Proposed Amendments to the San Luis & Delta-Mendota Water Authority Consolidated Procurement Policy.

General Counsel Rebecca Akroyd stated that staff is working on updating the Procurement Policy to allow for more flexibility for contracting for large construction projects. Staff's intent is to share a draft document with the Finance & Administration Committee and Board of Directors for their review by the end of this week for action and recommendation at the August meetings.

8. FY26 Activity Agreements Budget to Actual Report through 5/31/2025

Director of Finance Raymond Tarka presented the Budget to Actual Report through May 31, 2025 for the Activity Agreement funds. Tarka stated that actual year to date spending for the

Activity Agreement funds is at 9.6% of the approved budget. Tarka added that the only item above budget is the Yuba Water Agency water transfers due to initial administrative costs for the program.

7. FY26 O&M Budget to Actual Report through 5/31/2025

Director of Finance Raymond Tarka reported that for WY25, the self-funded routine O&M expenses thru May 31, 2025 are under budget by 15% or \$867,000. Alternate Wilson Orvis asked if the FY23 and FY24 audits would be ready to be presented at the August meetings. Tarka stated that due to staffing issues this may no longer be possible.

8. Procurement Activity Report

Director of Finance Raymond Tarka presented the procurement activity report for the period of June 1, 2025 through June 30, 2025. Tarka stated that there was a new contract executed for the DMC Road Repair Rehab Project in the amount of \$177,719.56 and a change order for the JPP Road Rehab Project in the amount of \$20,593.00.

9. Executive Director's Report

Executive Director Federico Barajas provided the following updates:

- a. **DMC Workshop** – Executive Director Federico Barajas stated that there is a DMC workshop scheduled for this Thursday after the Board of Directors meeting at Hotel Mission De Oro.
- b. **O&M Budget Process** – Executive Director Federico Barajas stated that staff, in coordination with the O&M Technical Committee, is initiating the O&M budget process for Fiscal Year 2027.
- c. **CVPWA Coordination** – Executive Director Federico Barajas stated the Executive Director of the Central Valley Project Water Association would be attending this week's Board of Directors meeting to provide an overview of the CVPWA .

10. Committee Member Reports - No reports.

11. Reports Pursuant to Government Code Sec 54954.2 - No reports.

12. Adjournment - The meeting was adjourned at approximately 12:30 p.m.



Monday, August 4, 2025, 1:30 p.m.

**Notice of Planning Committee Regular Meeting and
Joint Planning Committee Regular Meeting – Special Finance & Administration
Committee, Water Resources Committee, Operations & Maintenance Technical
Committee, and Board of Directors Workshop**

**SLDMWA Boardroom
842 6th Street, Los Banos
(List of Member/Alternate Telephonic Locations Attached)**

Join Zoom Meeting
<https://us02web.zoom.us/j/84541365107?pwd=tgdg24OweAhcf6xJyqkQD4tqKiZOwb.1>

**Meeting ID: 845 4136 5107
Passcode: 091806**

One tap mobile
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+16694449171,,84541365107#,,,,*091806# US

Dial by your location
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• +1 253 215 8782 US (Tacoma)
• +1 346 248 7799 US (Houston)
• +1 719 359 4580 US

Find your local number: <https://us02web.zoom.us/j/84541365107?pwd=tgdg24OweAhcf6xJyqkQD4tqKiZOwb.1>

NOTE: Any member of the public may address the Planning Committee/Finance & Administration Committee, Water Resources Committee, or Board of Directors concerning any item on the agenda before or during consideration of that item.

Because the notice provides for a regular meeting of the Planning Committee ("PC") and a joint regular PC Meeting/Special Finance & Administration Committee ("FAC"), Water Resources Committee ("WRC"), and Board of Directors ("BOD") workshop, FAC/WRC/BOD Members/Alternates may discuss items listed on the agenda; however, only PC Members/Alternates may correct or add to the agenda or vote on action items.

NOTE FURTHER: Meeting materials have been made available to the public on the San Luis & Delta-Mendota Water Authority's website, <https://www.sldmwa.org>, and at the Los Banos Administrative Office, 842 6th Street, Los Banos, CA 93635.

Agenda

1. Call to Order/Roll Call
2. Planning Committee to Consider Additions or Corrections to the Agenda for the Planning Committee Meeting only, as Authorized by Government Code Section 54950 et seq.

3. Opportunity for Public Comment – Any member of the public may address the Planning Committee/Finance & Administration Committee/Water Resources Committee/Board of Directors concerning any matter not on the Agenda, but within either Committee's jurisdiction. Public comment is limited to no more than three minutes per person. For good cause, the Chair of the Planning Committee may waive this limitation.

Action Items

4. **Approval of June 2, 2025 Meeting Minutes**

Report Items

5. Review of Information Relating to the Delta-Mendota Canal Subsidence Correction Project, Barajas
 - a. Initial Cost Estimates for Repairs of Priority Sag Areas in the Upper DMC
 - b. Responses to Information Requests
6. Discussion Regarding Ideas, Concepts, and Set of Principles for Cost Allocation Recommendations, Barajas
7. Discussion Regarding Formation of Ad Hoc Committee to Prepare Proposal for Cost Allocation Recommendation for Phase 1 of the Upper Delta-Mendota Canal Portion of the Delta-Mendota Canal Subsidence Correction Project, Barajas
8. Discussion and Action Items for Future Planning Committee Meetings
9. Reports Pursuant to Government Code Section 54954.2(a)(3)
10. **ADJOURNMENT**

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This agenda has been prepared as required by the applicable laws of the State of California, including but not limited to, Government Code Section 54950 et seq. and has not been prepared with a view to informing an investment decision in any of the Authority's bonds, notes, or other obligations. Any projections, plans, or other forward-looking statements included in the information in this agenda are subject to a variety of uncertainties that could cause any actual plans or results to differ materially from any such statement. The information herein is not intended to be used by investors or potential investors in considering the purchase or sale of the Authority's bonds, notes, or other obligations and investors and potential investors should rely only on information filed by the Authority on the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System for municipal securities disclosures, maintained on the World Wide Web at <https://emma.msrb.org/>.

SLDMWA PLANNING COMMITTEE REGULAR MEETING
TELEPHONIC LOCATIONS
August 4, 2025

11500 E Cochise Dr, Unit 1103
Scottsdale, AZ 85259

**SAN LUIS & DELTA-MENDOTA WATER AUTHORITY
PLANNING COMMITTEE REGULAR MEETING AND
JOINT PLANNING COMMITTEE REGULAR MEETING-SPECIAL FINANCE &
ADMINISTRATION COMMITTEE, WATER RESOURCES COMMITTEE, AND
BOARD OF DIRECTORS WORKSHOP
MINUTES FOR JUNE 2, 2025**

The Planning Committee of the San Luis & Delta-Mendota Water Authority convened at approximately 1:30 p.m. at 842 6th Street in Los Banos, California, with Chair Justin Diener presiding.

Members and Alternate Members Present

Division 1

Anthea Hansen, Member - Bobby Pierce, Alternate

Division 2

Justin Diener, Chair/Member - Lon Martin, Alternate

Division 3

Chris White, Member - Ric Ortega, Alternate

Division 4

Aaron Baker, Member - Dana Jacobson, Alternate

Division 5

Manny Amorelli, Alternate

Friant Water Authority

Wilson Orvis, Alternate

Finance & Administration Committee Members Present

Ex Officio

None

Division 1

Anthea Hansen, Chair/Member

Division 2

Justin Diener, Member - Stephen Farmer, Alternate

Division 3

Chris White, Member - Jarrett Martin, Alternate

Division 4

Vince Gin, Alternate

Division 5

Bill Pucheu, Member - Manny Amorelli, Alternate

Friant Water Authority

Wilson Orvis, Alternate

Water Resources Committee Members Present

Ex-Officio

None

Division 1

Anthea Hansen, Alternate

Division 2

Lon Martin, Alternate

Division 3

Chris White, Member - Ric Ortega, Alternate

Division 4

Vince Gin, Member - Dana Jacobson, Alternate

Division 5

Manny Amorelli, Alternate

Board of Directors Present

Division 1

David Weisenberger, Director

Bobby Pierce, Director

Anthea Hansen, Director

Ed Pattison, Director

Division 2

Justin Diener, Alternate

Lon Martin, Alternate

Division 3

Chris White, Alternate

Jarrett Martin, Director

Ric Ortega, Director

Division 4

Aaron Baker, Alternate

Dana Jacobson, Director

Division 5

Bill Pucheu, Director

Manny Amorelli, Director

FWA Representatives

Johnny Amaral, Alternate

Authority Representatives Present

Federico Barajas, Executive Director

Pablo Arroyave, Chief Operating Officer

Scott Petersen, Water Policy Director

Ray Tarka, Director of Finance

Rebecca Akroyd, General Counsel

Rebecca Harms, Deputy General Counsel

Bob Martin, Facilities O&M Director

Chauncey Lee, O&M Manger

Jaime McNeil, Engineering Manager (via ZOOM)

Eddie Reyes, Information Systems Technician

Others in Attendance

Richard Welsh, Hallmark Group

Derya Summer, USBR
Vince Barbara, USBR
Patrick McGowan, Panoche Water District
Russ Freeman, Westlands Water District
John Wiersma, Henry Miller Reclamation District
Chase Hurley, Pacheco Water District

1. Call to Order/Roll Call

Chair Justin Diener called the meeting to order at approximately 1:30 p.m. and roll was called.

2. Additions or Corrections to the Agenda - No additions or corrections.

3. Opportunity for Public Comment - No public comment.

4. Planning Committee to Consider Approval of the May 5, 2025 Meeting Minutes.

On a motion made by Member Aaron Baker, seconded by Alternate Wilson Orvis, the Committee approved the May 5, 2025 meeting minutes. The vote on the motion was as follows:

AYES:	Hansen, Diener, White, Baker, Amorelli, Orvis
NAYS:	None
ABSTENTIONS:	None

5. Review of Information Relating to the Delta-Mendota Canal Subsidence Correction Project.

Executive Director Federico Barajas reviewed the documents included in the packet. General Counsel Rebecca Akroyd reviewed a summary table highlighting information received from Planning Committee members.

6. Discussion Regarding Ideas, Concepts, and Set of Principles for Cost Allocation Recommendations.

Executive Director Federico Barajas provided an opportunity for Planning Committee members to provide more detail on specific proposals for principles governing cost allocation recommendations. Alternate Member Wilson Orvis reviewed Friant Water Authority's detailed input, Chair/Member Justin Diener reviewed Westlands Water Districts detailed input, and Alternate Member Lon Martin reviewed an excel tool he created to input information based on water orders.

Staff and Committee Members continued to discuss Phase 1, including cost allocation, details of construction, and key milestones for a path forward. Barajas reported that Phase 1 includes 1) restoration of 4,600 cfs capacity in DMC from Jones Pumping Plant to DCI, 2) liner and embankment raises and modifications to drain inlets, and 3) utilization of \$30 million non-reimbursable funds. Barajas reported that Phase 1 triggers the need to address \$60 million non-state funding contribution. General Counsel Rebecca Akroyd provided background information regarding cost allocation considerations.

7. Discussion and Action Items for Future Planning Committee Meetings.

Executive Director Federico Barajas asked Committee members to send in any items that they would like included on next month's agenda.

8. Reports Pursuant to Government Code Sec 54954.2 – No reports.

9. Adjournment - The meeting was adjourned at approximately 3:16 p.m.



MEMORANDUM

TO: SAN LUIS & DELTA-MENDOTA WATER AUTHORITY DIRECTORS
FROM: DAN KEPPEL, EXECUTIVE DIRECTOR
SUBJECT: UPDATE REPORT
DATE: AUGUST 4, 2025

This memo is intended to keep you apprised as to what is happening regarding policy issues the Family Farm Alliance (Alliance) is engaged in. In the past month, much of our efforts have focused on conducting our tour of the Lower Snake River Dams, monitoring the executive actions coming out of the Trump administration, engaging with Congress on new legislation, preparing comments on Trump administration proposed rulemaking efforts, assembling recommendations for Bureau of Reclamation (Reclamation) agency realignment, and beginning transition activities associated with our incoming executive director, Samantha Barncastle, who officially joined our contracting team in a 3-month transition role on August 1. These issues and other matters important to our members are further discussed in this memo.

TRUMP 47 ADMINISTRATION

1. Appointments

Judge Stephen Alexander Vaden last month was sworn in as the Deputy Secretary of the U.S. Department of Agriculture (USDA). Judge Vaden previously served as General Counsel to USDA during President Trump's first term. In 2020, President Trump appointed Judge Vaden to serve on the United States Court of International Trade. He is a native of Union City, Tennessee, and he continues to help manage his family farm.

The Senate confirmed Brian Nesvik as director of the U.S. Fish and Wildlife Service (FWS) in a 54-43 vote, despite controversy over his past efforts to weaken the Endangered Species Act (ESA) and support for fossil fuel interests. A retired brigadier general and former Wyoming Game and Fish director, Mr. Nesvik will oversee over 500 wildlife refuges and endangered species listings.

His confirmation was praised by agricultural groups (including the Alliance, which sent a formal support letter for him into the Senate Energy and Natural Resources Committee earlier this year) but criticized by environmental advocates who fear he will undermine wildlife protections.

Meanwhile, many other of President Trump's nominees continue working in unofficial or behind-the-scenes roles while awaiting confirmation. Lane Dickson reports that some, like Andrea Travnicek at the Department of the Interior (DOI) and Jessica Cramer at the Environmental Protection Agency (EPA), are active in advisory capacities but steer clear of the areas they are nominated to lead to avoid conflict-of-interest concerns. Others, particularly those coming from Capitol Hill, like Dudley Hoskins, continue in their existing roles since their prior work doesn't raise recusal issues. These unofficial arrangements vary widely and often fly under the radar, as pending nominees are rarely listed publicly or seen visibly in departmental functions.

2. SCOTUS Ruling Clears the Way for Federal Workforce Cuts

The Trump Administration's broad initiative to overhaul federal agencies and significantly downsize the federal workforce advanced after an 8-1 Supreme Court ruling lifted a lower court's injunction. This decision allows the administration to proceed with mass layoffs and restructuring plans, even as the legality of the executive order authorizing the changes is still under review by the 9th Circuit Court of Appeals. Seventeen federal agencies, including the EPA, DOI, and USDA, are targeted for reorganization, potentially affecting tens of thousands of employees. While critics argue the moves could impair key public services, administration officials claim they are necessary to address inefficiencies, reduce costs, and modernize operations.

One of the most contentious plans involves the USDA's proposed relocation of thousands of D.C.-based employees to regional hubs, prompting bipartisan concern in Congress over lack of consultation and potential disruption. Secretary of Agriculture Brooke Rollins announced last Friday the opening of a 30-day public comment period for stakeholders to provide feedback on USDA's reorganization plan. The comment period is open through August 26, 2025. Simultaneously, DOI is preparing deeper staff cuts, expanding layoff eligibility across more than 1,400 categories, while the EPA faces restructuring that includes dissolving its Office of Research and Development. These changes have sparked backlash from environmental and public health advocates, though agency leaders assert that core functions will be preserved. Despite legal uncertainties, the restructuring has already led to the departure of over 148,000 federal workers, raising questions with some about the long-term impact and reversibility of the administration's sweeping reforms.

3. White House: Data Center Executive Orders

The White House last month released the , which outlines over 90 planned federal policy actions the Trump administration plans to implement to speed up artificial intelligence development nationwide. Issued alongside the administration's *Winning the Race: America's AI Action Plan*, the order defines data center projects as those requiring more than 100 megawatts of new electrical

load and directs multiple federal agencies to ease permitting requirements. Key provisions include directing the Council on Environmental Quality (CEQ) to develop new categorical exclusions under the National Environmental Policy Act (NEPA), instructing EPA to expedite permitting under the Clean Air Act and Clean Water Act (CWA), and requiring DOI and Department of Energy (DOE) to preemptively consult on common construction activities under the ESA .

While Western water resources per se weren't singled out in reviews of the AI Action Plan, the water-intensive nature of data center infrastructure and the proposed NEPA rollbacks and regulatory exemptions triggered significant concern. Critics—particularly Rep. Marjorie Taylor Greene (R-GA)—highlighted that hyperscale AI data centers consume massive volumes of water for cooling, which may strain local water supplies and lead to interstate competition and conflict. Similarly, environmental advocates and commentators noted that building out data centers at scale could draw heavily on groundwater or municipal supply, raising red flags in water scarce regions, particularly in the West. I've been hitting this issue more frequently in presentations, as well.

4. Trump Administration Elevates Ag as National Security Priority

The Trump Administration recently introduced the National Farm Security Action Plan, positioning U.S. agriculture as a key component of national security. Led by Agriculture Secretary Brooke Rollins, the plan aims to limit foreign ownership of American farmland, bolster supply chain resilience, and protect agricultural infrastructure from foreign threats. Prompted in part by a high-profile agroterrorism case involving smuggled pathogens, the initiative highlights vulnerabilities in the food system. Key provisions include tighter oversight of foreign land purchases, harsher penalties for violations, expanded investment in domestic agricultural production, and enhanced cybersecurity and biosecurity measures.

In a move to strengthen enforcement, Secretary Rollins launched a Foreign Farm Land Purchases database and an anonymous reporting portal, while also securing USDA representation in the Committee on Foreign Investment in the United States for agriculture-related matters. The plan has garnered strong Republican backing, though some farmers, Democrats, and environmentalists caution against potential overreach and a narrow focus that may neglect broader challenges like climate change and labor shortages. The USDA intends to deepen cooperation with state and federal partners as it further integrates agriculture into national defense strategy.

5. NEPA Administration

a. White House reviewing NEPA plans across agencies

The Trump Administration is reviewing draft procedures from multiple federal agencies—such as the Departments of Energy, Interior, and Defense—aimed at changing how they implement NEPA. Critics, including environmental groups, worry that this is part of a broader effort to weaken NEPA and fast-track energy and infrastructure projects without thorough environmental review. These proposed "interim final rules," submitted to the White House Office of Management and Budget,

follow earlier moves by the Administration to dismantle long-standing NEPA regulations and replace them with vague, voluntary guidance. The administration's overhaul follows longstanding questions over CEQ's authority to issue binding NEPA rules. The U.S. Supreme Court's May 29, 2025, decision in *Seven County Infrastructure v. Eagle County* reinforced the administration's approach, ruling that NEPA is strictly procedural and granting agencies broader discretion in how they conduct reviews. Environmental groups sharply disagree. They argue the changes undermine the core purpose of NEPA by narrowing the types of impacts that must be considered, limiting public input, and exempting large categories of projects from review.

b. Federal Agencies Propose Revamped Procedures for NEPA Reviews

At least five federal agencies—including the Departments of Agriculture, Defense, Energy, and Interior—are moving to significantly scale back their NEPA procedures, many doing so without formally codifying the changes or seeking public comment. These rollbacks rely on President Trump's directives, recent NEPA amendments in the Fiscal Responsibility Act, and a Supreme Court ruling narrowing NEPA reviews. Examples include DOI shifting most NEPA rules into a handbook outside the Code of Federal Regulations, the Defense Department limiting environmental impact statements (EIS) to 150 pages and not requiring mitigation, and the Air Force immediately rescinding its NEPA rules while taking comments. DOE similarly removed NEPA procedures tied to Presidential permits for projects on the border. Environmental groups warn these moves dramatically weaken long-standing protections, limit public participation, and sideline climate and environmental justice considerations. Meanwhile, related provisions in the just-passed reconciliation bill could further speed reviews via new fees and strict deadlines, signaling broader efforts to overhaul federal permitting.

c. Alliance Actions

Todd Ungerecht led the Alliance's effort to develop two detailed comment letters – one to USDA, and one to DOI – on those department's proposed interim NEPA rules. The USDA letter can be viewed on [Regulations.gov](https://www.regulations.gov) using our Comment Tracking Number: mdq-6ipn-15ej. We'll have the DOI letter wrapped up and transmitted later today. Both letters offer strong support and some specific ideas for improvement to each interim rule. We were also approached by the House Natural Resources Committee staff to weigh in on new NEPA legislation (*see related discussion under "DEVELOPMENTS IN CONGRESS, below"*).

6. DOI, FWS: Critical Habitat for Yellow-legged Frog

A coalition of California water, agriculture, and rural community organizations, including the Family Farm Alliance, is challenging a FWS proposal to designate 760,071 acres as critical habitat for four populations of the foothill yellow-legged frog listed under the ESA. The proposed designation spans 17 counties, with more than 363,000 acres of the affected land privately owned. In comments submitted to FWS on July 28, the coalition, led by the California Farm Bureau (CFB), raised alarm about the potential effects on private landowners and resource management. The

coalition argued that the proposal could restrict agricultural practices, water management, and wildfire mitigation efforts. We also urged FWS to better coordinate with existing state laws and regulations and to recognize the role of grazing and forestry in reducing wildfire risk. Thanks to Erin Huston and our friends at CFB for doing the heavy lifting on the final letter, which I shared with you last week.

7. DOI, Bureau of Reclamation: Small Storage Program

Reclamation's Small Storage Program was authorized by sections 40901(1) and 40903 of the [Infrastructure Investment and Jobs Act](#) (IIJA) to promote Federal assistance to enhance water storage opportunities for future generations in support of DOI's priorities. This was part of the package that the Alliance and other organizations successfully lobbied for back in 2021. In accordance with the IIJA, as amended by P.L. 117-328 (another Alliance-supported endeavor), projects must have a water storage capacity of not less than 200 acre-feet and not more than 30,000 acre-feet. The Fiscal Year 2025 and 2026 [funding opportunity](#) opened in July 2025. The funding opportunity makes approximately \$43.5 million available. Reclamation is accepting feasibility study submissions at any time from eligible non-Federal entities. Reclamation encourages non-Federal entities to submit their feasibility studies as soon as practicable for review and to determine eligibility under the funding opportunity.

DEVELOPMENTS IN THE 119TH CONGRESS

8. Senate Advances Spending Bills as House Leaves for Recess, Showdown Looms

As the House departed for its six-week August recess, the Senate pushed ahead on several of its fiscal year (FY) 2026 appropriations bills, though partisan disputes over spending levels and policy riders threatened to derail progress. Lawmakers on both sides of the Capitol acknowledged that a stopgap continuing resolution (CR) would likely be necessary to avoid a government shutdown when the new fiscal year begins October 1. In the final days before the recess, the Senate Appropriations Committee marked up its Defense and Labor-HHS-Education funding bills and advanced its first package, which included Military Construction–VA, Agriculture–FDA, and Commerce-Justice-Science. Committee leaders repeatedly emphasized the need for a bipartisan path forward. But that message met resistance from some Republican members. Sen. John Kennedy (R-LA), who chairs the Energy-Water Appropriations Subcommittee, held up his panel's bill over its top-line funding level. Committee leaders had struck a bipartisan deal to increase the bill's budget by 3% to \$59.9 billion, but Kennedy demanded a 3% cut instead, largely targeting clean energy initiatives. Murray and Ranking Member Susan Collins (R-ME) argued that Mr. Kennedy's move could jeopardize funding for core programs at the DOE and the Army Corps.

The dispute reflected broader partisan divides that slowed the appropriations process. In the House, Republicans had already passed their Defense and Military Construction–VA bills largely along party lines, in alignment with Trump Administration priorities, and moved a sweeping \$38 billion Interior-Environment spending bill that slashed the Environmental Protection Agency's budget by

23%. The House bill also includes conservative policy riders aimed at rolling back Biden-era regulations, limiting ESA listings, and promoting conventional energy and critical minerals development. Democrats on the committee blasted the measure, noting it eliminated funding for key environmental programs and imposed conservative policy riders rolling back Biden-era regulations. By contrast, the Senate Appropriations Committee advanced a \$41.5 billion bipartisan Interior-Environment bill that rejected the House's deep cuts.

The Agriculture Appropriations bill, one of the few bright spots for bipartisan cooperation, passed the Senate committee unanimously on July 10 and cleared the Senate floor by an 87-9 vote last Friday. The Senate Committee bill's Conservation Operations title includes \$895M for Natural Resources Conservation Service (NRCS) technical and financial assistance to farmers and ranchers to support America's working lands, the same as last year. There is \$52M for Watershed and Flood Prevention Operations. But differences remained with the House Agriculture plan, which reduced discretionary spending by 4.2% and targeted climate and conservation programs for cuts. With just two months left before the end of the fiscal year, leaders on both sides privately acknowledged that negotiations would likely stretch into the fall.

9. House Advances Bills to Tackle Western Resources Challenges Before August Recess

In the final days leading up to the August congressional recess, the U.S. House of Representatives and its committees moved forward with a series of bipartisan bills aimed at addressing critical Western water, forestry, and wildlife management issues. From advancing species management reforms to improving storm forecasting, lawmakers across the aisle pushed through legislation designed to provide practical solutions for communities and ecosystems across the country. Several high-profile bills cleared the House floor with strong bipartisan support. Among them was the *Finish the Arkansas Valley Conduit Act*, introduced by Rep. Lauren Boebert (R-COLORADO), which will reduce cost-prohibitive interest payments for Pueblo, Colorado communities working to complete a vital water infrastructure project. The House also passed bills codifying executive orders and expanding energy development, including H.R. 1044 by Rep. David Valadao (R-CALIFORNIA), which extends the Kaweah Project hydroelectric permit for 40 years, and H.R. 4297, the *Bolts Ditch Act*, introduced by Rep. Joe Neguse (D-COLORADO), which enables more local entities to maintain and repair the Bolts Ditch headgate.

The full House Natural Resources Committee advanced three key bills on July 23:

- *The Put Out Fire Act* (H.R. 178) directs DOI and FWS to take immediate suppression action on high-risk land.
- *The Proven Forest Management Act of 2025* (H.R. 179) expands categorical exclusions for forest management projects up to 10,000 acres across federal lands, including the Tahoe Basin.
- *The Utah Wildlife Research Institute Act* (H.R. 1045) creates a research center dedicated to wildfire prevention technologies.

The Committee last month also advanced H.R. 435, the Direct Hire to Fight Fires, authored by Rep. Darrell Issa (R-CALIFORNIA), which gives the Secretaries of Agriculture and the DOI permanent authority to quickly hire qualified wildland firefighters. Another key bill, H.R. 831, the Lower Colorado River Multi-Species Conservation Program Amendment Act, introduced by Rep. Ken Calvert (R-CALIFORNIA), allows non-federal program funds to accrue interest, helping offset inflation without additional taxpayer costs.

The House Subcommittee on Water, Wildlife and Fisheries held a legislative hearing on six bills and a discussion draft aimed at improving species management and reforming the Marine Mammal Protection Act (MMPA). Subcommittee Chair Harriet Hageman (R-WYOMING) emphasized the need for more practical approaches. Key proposals included Rep. Nick Begich's (R-Alaska) discussion draft to reduce regulatory uncertainty under the MMPA and Rep. McClintock's Endangered Species Transparency and Reasonableness Act of 2025 (H.R. 180), which would require federal agencies to publish all scientific data underlying endangered species listing and habitat designations. The bill also places caps on attorneys' fees for lawsuits filed under the ESA.

On July 14, the Improving Atmospheric River Forecasts Act (H.R. 4302) was reintroduced by Rep. Jay Obernolte (R-CALIFORNIA) and a bipartisan group of lawmakers. The measure would create an atmospheric river forecast improvement program at the National Oceanic and Atmospheric Administration (NOAA) to better predict severe storm events. As Congress returns from recess, all of the above bills are expected to continue advancing through the legislative process.

10. Coalition Support for WaterSMART Funding

On June 27, a coalition of 104 stakeholders—including the Family Farm Alliance—sent a letter to House and Senate Appropriations Subcommittees on Energy and Water Development, urging continued FY2026 funding for the WaterSMART program at FY24 levels. The letter emphasized the importance of cost-share projects that enhance water availability, drought planning, energy security, habitat restoration, irrigation modernization, and fish passage in the western U.S. Specific funding support included \$15M for basin studies, \$8M for watershed management, \$30M each for drought response and water reuse, \$6.5M for aquatic restoration, and \$54M for WaterSMART grants. The coalition highlighted the program's role in water security, ecosystem health, wildfire preparedness, and rural job creation, stressing that federal support is essential given the infrastructure funding gap faced by state and local governments.

11. Farm Bill Faces Uncertain Fall Amid Budget, Nominee Fights

As Congress heads into its August recess, the outlook for passing even a scaled-down farm bill this fall remains uncertain, with partisan tensions running high over recent budget maneuvers. House Agriculture Committee Chair G.T. Thompson (R-Pa.) has floated the idea of a farm bill, but Democrats remain incensed by GOP-backed cuts to nutrition programs included in the reconciliation package. House Agriculture ranking member Angie Craig (D-Minn.) warned that those cuts—nearly \$200 billion from the Supplemental Nutrition Assistance Program—could

undermine the bipartisan coalition historically needed to pass farm bills. Chairman Thompson, meanwhile, must balance Democratic wariness with pushback from GOP fiscal hardliners skeptical of additional farm spending. Lawmakers will need to bridge those divides when they return to Washington on September 2.

12. Senate Confirmation Process Bogs Down

The Senate has confirmed Adam Telle as Assistant Secretary of the Army for Civil Works by a 72–22 vote, amid broader political tension over the backlog of President Trump’s nominees. Despite efforts to negotiate a bipartisan deal to advance more nominations before the August recess, Senate Republicans and Democrats failed to reach an agreement. As a result, the Senate proceeded with individual roll call votes on a few less controversial nominees but left a large number of appointments unresolved. Republican leaders, frustrated with Democratic obstruction tactics, are considering procedural rule changes when they return in September to streamline the confirmation process.

13. *SPEED Act* Introduced

Last month, House Natural Resources Committee Chairman Bruce Westerman (R-Ark.) and U.S. Rep. Jared Golden (D-Maine) introduced the *Standardizing Permitting and Expediting Economic Development Act*, otherwise known as the SPEED Act. This legislation will modernize NEPA to help streamline the permitting process and return the law to its intended purpose. The bill will shorten permitting timelines and reduce the frequency of frivolous litigation, allowing much needed projects to move forward. The bill will also clarify when NEPA is triggered by clarifying the definition of “Major Federal Action.” We support this bill and provided a related quote for the Committee’s press release on this.

14. Snow Water Supply Forecast Program Reauthorization

Senator John Hickenlooper’s (D-COLORADO) office reached out to us last month with a request to support legislation that will be introduced later this week to reauthorize the Bureau of Reclamation’s [Snow Water Supply Forecast Program](#). As you likely know, this program supports projects that advance snowpack monitoring technologies as a means to improve water supply forecasting. Senator Curtis (R-UTAH) and Reps. Hurd (R-COLORADO) and Neguse (D-COLORADO) lead the House companion bill. The bill will reauthorize the program at \$6.5 million per year for 5 years, up from the previous level of \$3 million per year. The bill also includes some technical updates to reflect input from stakeholders. The Senate text is somewhat different from the House bill, but not dramatically so. Because this legislation is similar to previous efforts we’ve supported in the past, we advised the Hickenlooper shop that we’d support this legislation and provided them with a quote for their press release.

IN THE COURTS

15. *United Water Conservation District v United States*

The Association of California Water Agencies (ACWA) last month transmitted its *amicus* brief in support of the United Water Conservation District's petition, which I've previously reported on. Joining the Alliance on the brief were the California Special Districts Association, Modesto Irrigation District, Rowland Water District, South San Joaquin Irrigation District, Santa Clarita Valley Water Agency, and Turlock Irrigation District. Alliance General Counsel Norm Semanko and I think the brief is a good one, and we're glad we were able to join. This is a critical issue impacting California's water rights system and public water agencies across the Western United States.

16. *Court Sets ESA Listing Deadlines for Pacific Chinook Salmon*

A federal judge has ordered NOAA Fisheries to decide by November 3 whether two populations of Pacific Coast chinook salmon in Oregon and Northern California deserve protection under the ESA, and by January 2, 2026, for a third population in Washington. The deadlines come from a settlement with environmental groups that sued NOAA for missing legal deadlines. Advocates say the threatened spring-run chinook runs are critical to Pacific Northwest ecosystems but face dangers from habitat loss, water diversions, overfishing, and dams. NOAA declined to comment on the ongoing regulatory process.

17. *New Idaho Wetland Jurisdictional Challenge Grows after Sackett Ruling*

A new wetlands dispute in Idaho is challenging the federal government's interpretation of the Supreme Court's 2023 *Sackett v. EPA* decision, which limited CWA protections to wetlands with a continuous surface connection to navigable waters. The Pacific Legal Foundation, which won the *Sackett* case, is representing a couple in Bonner County in northern Idaho whose 4.7-acre property has been deemed to contain federally regulated wetlands by the Army Corps, despite similarities to the *Sackett* property. The plaintiffs argue the Army Corps is using the same reasoning the Supreme Court rejected, citing subsurface connections and proximity to a tributary. If the Army Corps does not reverse its determination through the administrative appeal, the couple may file a lawsuit. The case comes as the Trump Administration prepares new rules that could further narrow the CWA's reach.

ALLIANCE INITIATIVES

18. *2025 Annual Meeting and Conference*

The 2025 Family Farm Alliance Annual Conference will take place October 30-31 at the Silver Legacy Resort and Casino in Reno (NEVADA). We made a bunch of progress in recent weeks on planning efforts for this event. Here's a hint of what's on tap:

- **Reclamation Roundtable** –we’ll invite ASWS Andrea Travnicek, the new Commissioner, and key Reclamation leaders to focus on agency realignment and our work with them in the coming months.
- **“The View from Capitol Hill”** – key committee staffers from the House Natural Resources Committee, Senate Energy and Natural Resources Committee, and Senate and House Ag Committees.
- **"Then and Now: The Evolution and Vision of the Family Farm Alliance"** – We're working with Doug Kemper (past and long-time executive director of the Colorado Water Congress) on coordinating a 2-hour session that will take a look back at the first 30 years of the Alliance and then pivot to the present and outlook for the future. Gary Sawyers – longtime past general counsel and one of the founders of the Alliance – is helping with the first panel. The second panel will focus on Samantha and some of our newest Alliance members, including our new board president.
- **Monarch Butterfly Recovery** – I’m working on this with Jessica Fox, one of the top monarch researchers in the country and a past recipient of the U.S. Water Award. FWS Regional Director Paul Souza has confirmed his participation, and key representatives from the ag, energy and pollinator sectors will join him to discuss the huge implications associated with the listing and proposed recovery of the monarch butterfly.
- **Groundwater / Shallow Groundwater / Upper Watershed Hydrology Panel** –Sam Barncastle is taking the lead to assemble a panel of experts to discuss data gaps, new technology, and the need to better understand the relationship between ground cover, ET, and the relationship between precipitation, runoff, shallow groundwater movement and aquifers in parts of the West.
- **Snake River Water Quality Partnership** – Working with our friends at The Freshwater Trust (TFT), we’ll have a panel consisting of representatives of Idaho Power Company, Oregon NRCS, EPA Region 10, and an irrigation supplier to discuss this partnership, which blends hydropower mitigation, data-driven restoration, irrigation modernization, and stakeholder coordination to revitalize the mid-Snake River.
- **Bridging the Currents: Farms, Fish, and the Future of the Columbia River System** - This panel brings together irrigation leaders and Native American tribal representatives for an honest look at the issues shaping the Columbia River and its key tributaries. Moderated by Paul Arrington (Idaho Water Users Association), this session dives into the heart of the Northwest’s water, energy, and fisheries conflicts. This timely discussion will address the possibilities and trade-offs shaping one of the region’s most pressing water challenges.

The “Friday tour” this year will be a showing of the recent California Rangeland Trust documentary, “You Just Can’t See Them From the Road”, which portrays modern West Coast ranchers—invisible to and misunderstood by the rapidly modernizing society they sustain. We’ve reserved a theatre room in the National Bowling Stadium, where we’ll serve lunch and drinks prior to and during the film. Josh blasted out the “early bird registration” announcement last Friday. If you didn’t get that in your inbox, let me know, and I’ll send you that info. I predict that this year’s conference – due in part to our new October timeline – will be our best attended yet. So – save the date! And remember, our internal board and Advisory Committee meetings are scheduled for Wednesday, October 29.

19. 2025 Farmer Lobbyist Trip

OK – August is the time when we really start nailing down the schedule and itinerary for our September D.C. trip. As previously reported, this year’s farmer lobbyist trip will take place **September 15-18 in Washington, D.C.** Monday, 9/15 and Thursday, 9/18 (p.m.) are travel days. The bulk of our meetings will take place September 16-17 and the morning of September 18. So far, we have participants confirmed from California’s Central Valley, northern California, Klamath Basin, Central Oregon, Idaho and New Mexico. If you are thinking about joining us, please let me know ASAP, so Mark Limbaugh and the team at The Ferguson Group can start scheduling Hill visits with your Congressional delegation.

20. Lower Snake River Dam Tour

The Alliance – partnering with the Idaho Water Users Association (IWUA) – last month wrapped up a tour that brought over 50 participants to the Lewis-Clark Valley to learn first-hand about the national importance of the Lower Snake River Dams and the broader Columbia River system. The tour brought together a diverse group, including farmers, tribal leaders, conservationists, port officials, and water advocates, for a firsthand look at critical infrastructure, including Dworshak Dam, the third highest dam in the U.S. These on-the-ground experiences are central to the Alliance’s mission: building understanding, strengthening relationships, and advocating for practical solutions that preserve irrigated agriculture in the West.

Josh Rolph blasted out an *Issue Alert* that hit the high spots and included some photos from the tour. Kudos to Paul Arrington and Kathryn Scott at IWUA and to Jane Townsend for putting together one of the best tours I’ve ever been involved with! Thanks also to East Columbia Basin ID for helping to sponsor the event. And - major kudos to Clinton Pline, Lorri Gray and the Nampa-Meridian crew who put together an impressive reception for our incoming Executive Director Samantha Barncastle and her husband Rett in Nampa on Sunday night.

21. Colorado River Initiative

As the November deadline approaches for a long-term agreement on post-2026 Colorado River operations, the seven basin states remain in tense negotiations over how to allocate the river's

dwindling supply. The Upper Basin states—Colorado, Wyoming, Utah, and New Mexico—are pushing for water use to reflect actual supply levels, while the Lower Basin states—California, Arizona, and Nevada—resist cuts they view as disproportionate. Colorado River Commissioner Becky Mitchell emphasized the need for the Lower Basin to accept reduced allocations, while Lower Basin representatives insist any reductions must be equitable. If a consensus isn't reached by February, DOI has signaled it will impose a federal plan.

The stakes are high, particularly for the agriculture sector and communities that depend on the river. Poorly balanced water policy could threaten national food security, as millions of acres of farmland rely on the river for irrigation. Meanwhile, Tribal nations, including the Navajo Nation, are also seeking a stronger voice in the allocation process, highlighting the river's importance for Indigenous water rights and long-term sustainability.

In recent op-eds, the Alliance has stressed the connection between water access and domestic food production, urging policymakers to resist shifting food reliance to foreign sources. *The Arizona Republic* two weeks ago published this [guest op/ed piece](#) co-authored by Advisory Committee member Tom Davis and I. The *Desert Sun* (Palm Springs / Coachella, CA) on Friday finally ran an op/ed piece written by California Farm Water Coalition Executive Director Mike Wade and I, pushing back on urban arguments that are critical of agricultural water use. The August 1 version is [digital](#); Sunday's edition carried it in print.

We're also tackling Colorado River challenges in the Western Agriculture and Conservation Coalition (WACC), an organization the Alliance helped create nearly 15 years ago. Linked [HERE](#) is a draft letter from the WACC with Colorado River Basin priorities. We discussed this potential letter on our last WACC call as being a producer-forward effort and largely focused on useful programs at USDA and DOI. Please feel free to suggest edits.

22. Post-Wildfire Impacts on Western Water Infrastructure

I was approached last month by a reporter for *Circle of Blue*, a water news agency, who is working on a story about how wildfire and post-fire debris flows/floods impact irrigation infrastructure. I put him in touch with members in Oregon and Washington who have great recent experience in these matters. Many thanks to Justin Harter (Naches-Selah ID), Travis Oakelberry (Yakima-Tieton ID) and Jack Friend (Medford ID) for agreeing to be interviewed for this story. *Circle of Blue* last week published [“After Wildfire, Unstable Earth Pummels Irrigation Systems in the American West”](#). While the title is a bit too dramatic for my taste, the story itself is pretty good, and features exchanges with some of our members, including Travis Okelberry (Yakima-Tieton Irrigation District), Jeff Stahla (Northern Water), Jack Friend (Medford Irrigation District) and Justin Harter (Naches-Selah Irrigation District). I even got a word in, edgewise. Nice job, gents!

ADMINISTRATIVE & MISCELLANEOUS

- The Western States Water Council (WSWC) is seeking a new Executive Director with the experience and skills necessary to strategically guide the organization into the future, while building value for its members and effectively managing its operations and staff. Applications will be accepted until August 5, 2025. For further information, please see the attached announcement or visit the [WSWC website](#).
- Nearly half of California farmers are 65 and older, and many have yet to plan for what happens to their farms when they retire. For those without family heirs, that decision can be especially complex. A new set of resources from the University of Nebraska, Lincoln, aims to help those producers explore [options for succession](#) so that farmland can stay in production and continue supporting local communities.
- *The Bend Bulletin* (Oregon) recently ran a FRONT-PAGE article about our long-time Advisory Committee member Mike Britton's retirement from North Unit Irrigation District. Josh Rolph promoted that story on social media last week. Congrats, Mr. Britton!
- *Farm Progress* last week published [this guest column](#), which is a shout-out I wrote as a salute to Paul Simmons, who recently stepped down from the Klamath Water Users Association, after working for over two decades for them.
- Bruno Pigott, the former acting Assistant Administrator of EPA's water office, will become executive director of the WaterReuse Association next month. The association advocates for policies and incentives to expand water recycling across industries. In his new role, Pigott will focus on educating regulators and businesses, promoting changes to restrictive state laws, and supporting federal initiatives like EPA's water reuse action plan. Water reuse has gained momentum under both the Trump and Biden Administrations, especially amid hydrologic challenges and rising water demands from industries like data centers. The WaterReuse Association is also backing legislation to provide a 30% tax credit for water reuse projects.

This is a quick summary of just a few of the issues the Alliance has been engaged in. Please do not hesitate to contact me at 541-892-6244 or dan@familyfarmalliance.org if you would like further information about what the Alliance is doing to protect water for Western irrigated agriculture.



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Michael Wade

TO: San Luis & Delta-Mendota Water Authority Board of Directors

FROM: Mike Wade, Executive Director

DATE: August 4, 2025

RE: Program and Activities Update

Bay-Delta Plan Update

CFWC recently published and distributed a blog titled, ***“Will the Bay-Delta Plan Succeed? It Has a Good Chance if the Healthy Rivers and Landscapes Alternative Is Allowed to Work.”*** The blog outlines the benefits of the Healthy Rivers and Landscapes (HRL) approach as the most viable path forward for the Bay-Delta. On July 24, 2025, the State Water Resources Control Board released its long-awaited draft update to the Bay-Delta Water Quality Control Plan—its first major revision in nearly three decades. The update presents two implementation options: a regulatory-only Unimpaired Flow Alternative and the HRL approach, which combines targeted flow improvements with habitat restoration and scientific monitoring. The Coalition argues that HRL is more likely to produce lasting ecological benefits while avoiding the severe water supply impacts associated with a rigid flow-only regime. Backed by ~\$2.9 billion in funding over the next eight years, the HRL program includes an adaptive management framework that evaluates progress every three years and allows for adjustments as needed. The post emphasizes that success depends on whether the HRL alternative is given the opportunity to operate as designed, noting its collaborative development and broad stakeholder support.

Read it here: <https://farmwater.org/farm-water-news/will-the-bay-delta-plan-succeed-it-has-a-good-chance-if-the-healthy-rivers-and-landscapes-alternative-is-allowed-to-work/>

Joint Opinion Piece

In an op-ed titled, ***“Want Food Security? Keep Water on Western Farms,”*** CFWC partnered with Dan Keppen of the Family Farm Alliance to argue in the Palm Springs Desert Sun that maintaining reliable water supplies for Western agriculture is essential to national food security, economic stability, and global environmental responsibility. While urban areas have made significant strides in water efficiency—such as Los Angeles reducing water use by 28% since 1986—farmers have also increased productivity through innovation, growing more food with less water. Agriculture continues to face growing criticism over its share of water use, particularly in the Colorado River Basin. We warned that the real threat isn’t agricultural water use, but the accelerating loss of domestic farmland due to water shortages and urban sprawl. California could lose up to one million acres of farmland, and similar trends are unfolding in Arizona and Southern California. As farmland disappears, food production shifts overseas, where labor and environmental standards are often weaker. This shift increases U.S. dependence on foreign food supplies and poses serious risks from trade disruptions, political instability, or drought. When the U.S. loses farmland, it doesn’t reduce global food demand—it pushes that demand to countries that may clear rainforests and contribute more to climate change. Protecting domestic farmland with a stable water supply helps ensure food production grown to California’s high standards, maintains consumer access to affordable groceries, and reduces global environmental harm. The article concluded with a

clear message: if the U.S. wants to avoid food shortages, protect the environment, and maintain sovereignty over food standards, it must prioritize water for Western farms.

Read it here: <https://www.desertsun.com/story/opinion/columnists/conversations/2025/08/01/colorado-river-keep-water-on-california-farms/85425484007/>

Sites Reservoir

CFWC submitted a letter to **The Independent** newspaper (Livermore and Tri-Valley area) in response to the paper's editorial on the Sites Reservoir project, challenging its portrayal of California farmers as wasteful and marginal to the state's economy. https://www.independentnews.com/editorials/water-project-is-running-roughshod-over-environmental-concerns/article_70728776-e8ff-42ae-a88c-f150ff9f8c44.html

CFWC's letter defended the need for Sites Reservoir, emphasizing its design to capture water during flood and wet years and store it in an off-stream basin to minimize environmental impacts. It highlighted decades of innovation in agricultural water use efficiency, citing DWR statistics pointing to an 86.5% increase in economic efficiency with a 15% reduction in water use. The letter warned against undervaluing crops like alfalfa, pistachios, and almonds, which play a critical role in the food chain including support for the production of widely consumed dairy and protein products. The letter also stressed the urgency of preserving farmland, noting that California could lose up to 900,000 acres without reliable water supplies. As domestic farmland declines, food production is shifting overseas, increasing U.S. dependence on imported produce and exposing consumers to supply chain risks. Sites Reservoir is a timely and necessary project that benefits not only local communities like the Tri-Valley area but also helps secure California's food supply and broader agricultural economy.

As of 8-4-25, no publication date of CFWC's response has been announced.

Will the Bay-Delta Plan Succeed? It Has a Good Chance if the Healthy Rivers and Landscapes Alternative is Allowed to Work

On July 24, 2025, the State Water Resources Control Board released an updated Bay-Delta Water Plan, a critical framework designed to protect the ecological health of the Sacramento-San Joaquin Delta while addressing California's diverse water demands. The plan outlines two primary approaches—the Unimpaired Flow Alternative and the Healthy Rivers and Landscapes (or Voluntary Agreements) alternative, to balance water quality, ecosystem restoration, and water supply needs. So, what are the key differences between these approaches? How is their success evaluated? And what is the unimpaired flow alternative water users may have to adopt?

A dive into the Plan helps answer those questions, and more.

Key Differences Between Approaches

The Bay-Delta Water Plan presents two distinct strategies for managing water quality and ecosystem health in the Delta. The Unimpaired Flow Alternative focuses on maintaining a specific percentage of natural river flows, typically set at 55% but adjustable between 45% and 65% depending on water year types (e.g., wet or dry conditions). This approach prioritizes flow as the primary mechanism to support water quality and habitats for native species, such as salmonids and Delta smelt. In contrast, the HRL program integrates water flow with non-flow measures, such as restoring spawning grounds, rearing habitats, and floodplains. This pathway provides greater flexibility, allowing water users to adjust flow releases and construct habitat projects to meet specific needs according to local conditions. The unimpaired flow alternative relies on regulatory enforcement through water right curtailments whereas Healthy Rivers and Landscapes emphasizes collaborative agreements and adaptive management, enabling water users to adjust strategies based on real-time ecological data and adaptive management.

Measuring Success

The plan outlines distinct criteria for evaluating the success of each approach. For the unimpaired flow alternative, success hinges on maintaining the required instream flow and achieving biological goals, which has been the way much of the system has been managed for several decades while fish populations continue to decline. The goal of increasing the “abundance, productivity, genetic diversity, and spatial distribution of native fish populations” seems unattainable without a new, more comprehensive restoration effort.

Regular monitoring and annual reports track compliance and ecological outcomes, which would be demonstrated by increased fish populations and improved water quality, including meeting salmon doubling objectives. For the HRL program, success is measured by fulfilling flow commitments above baseline conditions, completing habitat restoration

projects within its planned eight-year term, and evaluating success on the quality of improved habitat and the benefits it provides species that depend on the system. Regular reporting on flow and habitat benefits will demonstrate whether or not the Healthy Rivers and Landscapes alternative will be successful. I believe it will because fish need more than just more water to thrive, they need a healthy place to live and that's what HRL is all about.

Compliance with Unimpaired Flow Rules

The Water Quality Control Plan specifies when water users must comply with unimpaired flow rules. Water users on certain tributaries, such as the Stanislaus, Tuolumne, Merced, and other Sacramento/Delta tributaries, are subject to these rules if they are not part of an approved HRL plan. If a water user under this alternative fails to meet flow, habitat, or monitoring commitments, the State Water Board may terminate their participation in the alternative HRL plan, requiring compliance with unimpaired flow rules. The Board may also enforce these rules if water users fail to protect beneficial uses, jeopardize native fish survival, or if they violate water quality or temperature objectives.

During water scarcity, junior water rights holders may face curtailments to meet flow objectives. Additionally, according to the Bay-Delta Plan, applicants for new water rights or changes to existing rights may need to adhere to unimpaired flow rules as a condition of approval. These rules automatically apply to specified tributaries unless a water user is in an approved HRL Landscapes plan or qualifies for an exception, such as minimal diversions.

The Bay-Delta Water Plan's dual approaches offer distinct paths to address the Delta's ecological challenges. The unimpaired flow alternative continues to lean on the failed, flow-centric strategy that has led to the near total demise of the Delta smelt and lackluster salmon recovery. On the other hand, Healthy Rivers and Landscapes creates collaboration and flexibility, combining flows with habitat restoration and a better chance at succeeding in species recovery.

Both approaches rely on robust monitoring and adaptive management, but their quantifying success differs, with unimpaired flows focusing on flow compliance and biological outcomes, and HRL emphasizing integrated ecosystem recovery.

The State Water Board retains its authority to enforce unimpaired flow rules to ensure compliance with Bay-Delta Plan objectives, particularly if the HRL alternative falls short, which is unlikely, based on the success of similar efforts already underway throughout the Sacramento River and San Joaquin River watersheds.

Comment on the Draft Plan

The public comment period is open until September 10, 2025. The water user community and the public have a critical opportunity to provide input, shaping the plan's implementation to safeguard the Delta's ecosystem while meeting California's water needs, hopefully through the implementation of sensible, science-driven projects.

To read or comment on the Bay-Delta Plan, visit:

https://www.waterboards.ca.gov/waterrights/water_issues/programs/bay_delta/bay_delta_plan/docs/notice-baydeltaplanupdates-07-2025-en.pdf

Want Food Security? Keep Water on Western Farms

By Mike Wade and Dan Keppen

In the distant past, hunters and gatherers relied on what nature provided. Today, farmers grow food for billions of people around the globe—and that takes water.

Yet there's a growing drumbeat about the amount of water agriculture consumes in the Colorado River Basin and beyond. Critics say farmers use a disproportionate share compared to cities and if farmers would simply use less, there would be plenty for everyone else.

There's no question every water user must pursue efficiency, and urban areas have made impressive gains. Los Angeles cut total water use by 28% between 1986 and 2023, even as its population grew by 16.5%.

Farmers, too, have been innovating for decades. In California, crop value increased 86.5% over four decades while water use dropped by nearly 15%, according to the Department of Water Resources. Farmers have embraced technology to do more with less.

But the conversation can't end there. Farmland across the West is vanishing—lost due to water shortages and swallowed up by urban sprawl. California could lose up to 1 million acres of farmland, according to the Public Policy Institute of California. Arizona and Southern California are quickly losing farmland to urbanization, with Maricopa County leading the nation in farmland loss, according to the American Farmland Trust.

So where will our food come from?

As domestic farmland disappears, farms shift overseas, where environmental and labor standards often lag behind our own. Since 1980, U.S. fruit imports from Mexico more than doubled; vegetable imports quadrupled, USDA data show. As of 2023, the United States now imports more than half its fresh fruit and nearly one-third of its vegetables—a dependency that grows every year.

It's risky. If you're uneasy about relying on foreign energy or manufacturing, imagine more dependency on foreign food. Drought, politics, or trade disruptions could leave supermarket shelves bare.

There's also the global climate to consider. In his book *We Are Eating the Earth*, author Michael Grunwald warns the greatest threat to the planet isn't the water used on farms here—it's the clearing of rainforests to feed a growing population. When we pave over farmland in the U.S., we don't eliminate demand for food. We push demands overseas, accelerating deforestation and compounding climate impacts.

Grunwald puts it bluntly:

“We’ll need to expand agricultural production about 50 percent by 2050 to feed our hot and hungry planet...while shrinking our agricultural footprint.”

If we fail to prioritize domestic food production, we don’t just risk shortages or higher prices. We lose the ability to set the standards for how our food is grown and how farmworkers are treated. And we amplify global environmental harm instead of reducing it.

The water farmers use doesn’t stay on the farm—it returns in the food we buy at the grocery store. That food feeds not just millions of people in the Southwest but tens of millions more across the country.

Urban conservation is critical. So is ensuring that farms have the water they need to grow food for the rest of us. Failing to prioritize food production is a recipe for disaster.

If we want healthy, affordable food without risking supply chain shocks and global environmental damage, we must make sure that Western farms have what they need most: water.

Our national security depends on it—and so does the planet.

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Mike Wade is the executive director of the California Farm Water Coalition, a non-profit organization dedicated to educating the public about the need for reliable water supplies on California farms and the efficient practices farmers use to grow our food.

Dan Keppen is the executive director of the Family Farm Alliance, a nonprofit organization advocating for family farmers, ranchers, and irrigators in the Western U.S.

Water Project is Running Roughshod Over Environmental Concerns

Livermore Independent

7-31-25

Your editorial, “Water Project is Running Roughshod Over Environmental Concerns” (7-31-25) accurately portrayed California’s need for new water infrastructure, including the proposed Northern California Sites Reservoir, and admitted that the Tri-Valley area served by your publication will benefit. What was inaccurate was its portrayal of farmers as wasteful and unimportant to the economy.

Sites Reservoir is unique because it will operate by diverting flood and wet-year water into an off-stream basin, a strategy specifically designed to prevent negative environmental impacts.

Decades of on-farm innovation means their economic efficiency increased 86.5% over four decades while water use dropped by nearly 15%, according to the Department of Water Resources. Farmers have embraced technology to do more with less.

Picking winners and losers among the 400 commodities grown by California farmers is a mistake that will disrupt our food supply. Alfalfa is a foundational crop in the food chain, bringing us milk, cheese, yogurt, ice cream, pizza, hamburgers, and more, which are valuable sources of protein that consumers want.

The sad fact is that western farmland is disappearing. California alone could lose up to 900,000 acres, according to the Public Policy Institute of California. Why? Without adequate water allocation, food won’t grow.

So where will our food come from?

As our farmland disappears, food production shifts to other countries where environmental and labor standards often lag behind ours . Since 1980, U.S. fruit imports from Mexico more than doubled; vegetable imports quadrupled, according to the USDA. As of 2023, the United States now imports more than half its fresh fruit and nearly one-third of its vegetables—a dependency that grows every year.

If you’re uneasy relying on foreign energy or manufacturing, what about food? In this time of international turmoil do we really want to rely on foreign countries for the food we feed our families?

The water farmers use doesn’t stay on the farm—it returns in the food we buy at the store. That food feeds not just millions of people in California, but tens of millions more across the country.

If we want healthy, affordable food without risking supply chain shocks, we must make sure California farms have the water they need.

Sites Reservoir is a project that will benefit people throughout California, including the Tri-Valley area citizens and the farms, vineyards, and wineries surrounding Livermore. It's the right project at the right time for all of us.