



**Board of Directors Regular Meeting
Thursday, September 11, 2025, 9:30 a.m.**

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

Public Participation Information

Join Zoom Webinar

<https://us02web.zoom.us/j/88961380078?pwd=XQCoYnZDTSlOG4FhGhtvSFp128hoaD.1>

Webinar ID: 889 6138 0078

Passcode: 135957

Phone one-tap:

+16694449171,,88961380078#,,,,*135957# US

+16699006833,,88961380078#,,,,*135957# US (San Jose)

Join via audio:

+1 669 444 9171 US

+1 669 900 6833 US (San Jose)

+1 301 715 8592 US (Washington DC)

International numbers available: <https://us02web.zoom.us/j/keGUVrGJy6>

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 August 7, 2025 Meeting Minutes**

5. **Acceptance of Financial & Expenditures Reports**

6. **Acceptance of Staff Reports:**
- O&M Budget to Actual**
 - Operations & Maintenance**
 - Science Program**
 - Activity Agreements**
 - Procurement Activity**

Action Items

7. **Planning Committee and Finance & Administration Committee Recommendations Regarding Adoption of Refinements to Cost Allocation Methodology and Scope for Phase 1 of the Upper Delta-Mendota Canal Portion of the Delta-Mendota Canal Subsidence Correction Project, Barajas/Arroyave**
8. **Finance & Administration Committee Recommendation Regarding Authorization to Increase Approved Contract Amount to \$466,440 for Previously Authorized Agreement for Services for DCI Unit 1 & 2 Motor Control Centers Replacement and Commissioning from the FY26 EO&M Budget, Arroyave/McNeil**
9. **Water Resources Committee Recommendation Regarding Adoption of Staff Recommendation for Positions on Legislation, Petersen**
- H.R. 4879 (Costa), Emergency Rural Water Response Act of 2025
 - S.B. 707 (Durazo), Open meetings: meeting and teleconference requirements

Report Items

10. Report on State and Federal Affairs, Petersen/Dennis Cardoza/Kristin Olsen
11. 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)
12. 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)
13. Update on Water Operations and Forecasts, Arroyave/Bureau of Reclamation
14. Committee Reports:
- Water Resources Committee Activities, Bourdeau
 - Finance & Administration Committee Activities, Hansen
 - O & M Technical Committee Activities, White
 - Planning Committee Activities, Diener
15. Outside Agency/Organization Reports:
- Family Farm Alliance
 - Farm Water Coalition
 - Association of California Water Agencies
 - San Joaquin Valley Water Blueprint Effort
 - San Joaquin Valley Collaborative Action Program
 - Central Valley Project Water Association

16. Board Member Reports

17. **CLOSED SESSION**

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. Lutnick, et al., U.S. District Court, E.D. Cal., Case No. 1:20-cv-00431 (2019 BiOps)
- D. California Natural Resources Agency, et al. v. Lutnick, et al., U.S. District Court, E.D. Cal., Case No. 1:20-cv-00426 (2019 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)

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

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

20. 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
SEPTEMBER 11, 2025

7357 W. Tenaya Ave
Fresno, CA 93723

15671 W. Oakland Ave
Five Points, CA 93624

555 Capitol Mall Suite 440
Sacramento, CA 95814

**SAN LUIS & DELTA-MENDOTA WATER AUTHORITY BOARD OF
DIRECTORS REGULAR MEETING
MINUTES AUGUST 7, 2025**

The Board of Directors of the San Luis & Delta-Mendota Water Authority convened at approximately 9:30 a.m. at 842 6th Street in Los Banos, California, with Chair Cannon Michael presiding.

Directors and Alternate Directors in Attendance

Division 1

David Weisenberger, Director
Bobby Pierce, Director
Anthea Hansen, Director
Ed Pattison, Director

Division 2

Justin Diener, Director
William Bourdeau, Director
Aaron Barcellos, Director
Lon Martin, Alternate for Bill Diedrich

Division 3

Chris White, Alternate for Dan McCurdy
Jarrett Martin, Director
Cannon Michael, Director - Michael Gardner, Alternate

Division 4

Aaron Baker, Alternate for John Varela
Jim Beall, Alternate for Richard Santos
Dana Jacobson, Director (via ZOOM)
Joe Tonascia, Director (arrived during item 8 via ZOOM) - Brett Miller, Alternate (via ZOOM)

Division 5

Allison Febbo, Director
Manny Amorelli, Director

Friant Water Authority Representatives

Johnny Amaral, FWA Representative Alternate for Jason Phillips

Authority Representatives Present

Federico Barajas, Executive Director
Pablo Arroyave, Chief Operating Officer (via ZOOM)
Rebecca Akroyd, General Counsel
Rebecca Harms, Deputy General Counsel
Scott Petersen, Water Policy Director (via ZOOM)
Ray Tarka, Director of Finance
Jaime McNeil, Engineering Manager
Bob Martin, O&M Director
Stewart Davis, IT Officer
Dan Nunes, SCADA Engineer

Others in Attendance

Patrick McGowan, Panoche Water District
Wilson Orvis, Friant Water Authority
Jeff Bryant, Firebaugh Canal Water District
Dennis Cardoza, Foley & Lardner, LLP (via ZOOM)
Rusty Areias, California Strategies (via ZOOM)
Charles Watson, California Strategies (via ZOOM)
Mitch Partovi, Water Agency
Sarah Woolf, Water Wise
David Roose, DHR Hydro (via ZOOM)
Eric Quinley, Friant Water Authority
Joel Fenolio, Reclamation

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

CONSENT ITEMS

4. **Agenda Items 4-7: Board to Consider:** a) July 10, 2025 Meeting Minutes and July 10, 2025 Workshop Minutes, b) Acceptance of the Financial & Expenditures Reports, c) Treasurer's Report, and d) Acceptance of Staff Reports.

On a motion of Alternate Aaron Baker, seconded by Director Anthea Hansen, the Board accepted the July 10, 2025 Meeting Minutes, July 10, 2025 Workshop Minutes, Financial & Expenditures Reports, Treasurer's Report, and Staff Reports. The vote on the motion was as follows:

| | |
|--------------|--|
| AYES: | Weisenberger, Pierce, Hansen, Pattison, Diener, Bourdeau, Barcellos, Lon Martin, White, Jarrett Martin, Michael, Baker, Beall, Jacobson, Miller, Febbo, Amorelli |
| NAYS: | None |
| ABSTENTIONS: | None |

ACTION ITEMS

5. **Agenda Item 8: Finance & Administration Committee Recommendation Regarding Adoption of Amendments to the San Luis & Delta-Mendota Water Authority Consolidated Procurement Policy.**

General Counsel Rebecca Akroyd reviewed the documents included in the packet. Akroyd

reported that given the need for flexibility in issuing construction contracts for large projects like the B.F. Sisk Dam Raise & Reservoir Expansion Project and the Delta-Mendota Canal Subsidence Correction Project, staff worked with outside consultants and counsel to develop proposed amendments to the Consolidated Procurement Policy. Akroyd reviewed the changes, including changes reviewed with the Finance & Administration Committee that were not included in the packet related to the informal bidding award and protest processes, and noted that the amendments were approved by the Finance & Administration Committee on Monday, with the caveat that the Board of Directors engage in additional discussion regarding the threshold for informal procurement prior to action. Akroyd and staff answered Board member questions throughout the presentation, and raised the issue regarding threshold for discussion.

On a motion of Director Justin Diener, seconded by Director Aaron Barcellos, the Board adopted the proposed amendments to the San Luis & Delta-Mendota Water Authority Consolidated Procurement Policy, as recommended by the Finance & Administration Committee.

AYES: Weisenberger, Pierce, Hansen, Pattison, Diener, Bourdeau, Barcellos, Lon Martin, White, Jarrett Martin, Michael, Baker, Beall, Jacobson, Miller, Febbo, Amorelli, Amaral

NAYS: None

ABSTENTIONS: None

6. Agenda Item 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.

Engineering Manager Jaime McNeil reviewed the documents in the packet, which included a memorandum, drafted construction agreements, and the Notice of Intent to Award. McNeil reported that the proposed expenditure of up to \$25,000,000 will be funded utilizing *Infrastructure Investment and Jobs Act (IIJA)* Aging Infrastructure account funds advanced from Reclamation via repayment agreement. McNeil noted that staff anticipates that additional funds will be needed in late 2027 to complete the final contract, and anticipates incorporating a budget request for \$250,000 in the FY27 EO&M budget package.

On a motion of Alternate Aaron Baker, seconded by Director Anthea Hansen, the Board authorized 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. The vote on the motion was as follows:

AYES: Weisenberger, Pierce, Hansen, Pattison, Diener, Bourdeau, Barcellos, Lon Martin, White, Jarrett Martin, Michael, Baker, Beall, Jacobson, Tonascia, Febbo, Amorelli, Amaral

NAYS: None

ABSTENTIONS: None

7. Agenda Item 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.

Engineering Manager Jaime McNeil reviewed the documents in the packet, which included a memorandum, draft construction agreement, and the Notice of Intent to Award. McNeil reported that the FY26 budget includes funds for contracting the installation of 25.32 miles of a Chipseal coat to the 12 foot wide O&M road between MP 86.19 and 111.51 along the Delta-Mendota Canal. McNeil reported that staff recommends authorizing award of contract, execution of construction agreement with Talley Oil Inc. for DMC road maintenance Chipseal, and expenditure of up to \$396,466 from the FY26 EO&M budget.

On a motion of Director Bobby Pierce, seconded by Alternate Chris White, the Board authorized award of contract, execution of Construction Agreement for DMC Road Maintenance Chipseal, and expenditure of up to \$396,466 from FY26 EO&M Budget. The vote on the motion was as follows:

| | |
|--------------|--|
| AYES: | Weisenberger, Pierce, Hansen, Pattison, Diener, Bourdeau, Barcellos, Lon Martin, White, Jarrett Martin, Michael, Baker, Beall, Jacobson, Tonascia, Febbo, Amorelli, Amaral |
| NAYS: | None |
| ABSTENTIONS: | None |

8. Agenda Item 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.

Engineering Manager Jaime McNeil reviewed the documents in the packet, which included a memorandum and the Draft Change Order. McNeil reported that the Authority has enough funds budgeted for the project to cover these costs. McNeill reported that direction was provided to divide the O'Neill Pumping Plant Rehabilitation Project into a project with four separate outages, which resulted in increased costs.

On a motion of Director Justin Diener, seconded by Director Manny Amorelli, the Board authorized 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. The vote on the motion was as follows:

| | |
|--------------|--|
| AYES: | Weisenberger, Pierce, Hansen, Pattison, Diener, Bourdeau, Barcellos, Lon Martin, White, Jarrett Martin, Michael, Baker, Beall, Jacobson, Tonascia, Febbo, Amorelli, Amaral |
| NAYS: | None |
| ABSTENTIONS: | None |

9. Agenda Item 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.

General Counsel Rebecca Akroyd reviewed the documents in the packet, and explained that adoption of the proposed resolution would authorize execution of a 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. Akroyd reported that the Contributed Funds Agreement is the agreement by which Activity Agreement Members, through the Authority, will contribute to the cost of the Project. Akroyd reported that the Contributed Funds Agreement 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. Akroyd reported that the Spend Plan dictates what funds must be deposited in what timeframe to maintain the overall 70%/30% cost share. Akroyd reported that 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. Akroyd reported that all six of the Activity Agreement members approved the Authority's execution of these documents.

On a motion of Alternate Aaron Baker, seconded by Director Anthea Hansen, the Board authorized 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. The vote on the motion was as follows:

| | |
|---------------------|--|
| AYES: | Weisenberger, Pierce, Hansen, Pattison, Diener, Bourdeau, Barcellos, Lon Martin, White, Jarrett Martin, Michael, Baker, Beall, Jacobson, Tonascia, Febbo, Amorelli |
| NAYS: | None |
| ABSTENTIONS: | None |

REPORT ITEMS

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

Water Policy Director Scott Petersen reported that the Secretary of Interior toured Jones Pumping Plant and Tracy Fish Collection Facility.

Petersen reviewed documents included in the packet, and provided federal updates related to Senate confirmations, NEPA regulation comment letters, and the status of appropriations legislation. Petersen additionally provided a California legislative update. Petersen answered Board questions throughout his presentation. Dennis Cardoza, Rusty Areias, and Charles Watson provided additional updates.

11. **Agenda Item 14: Executive Director's Report.**

- a. **DMC Subsidence Correction Project** – Executive Director Federico Barajas reported that the Planning Committee met earlier this week, and there will be a Special Planning Committee Workshop coming up.
- b. **Sites Negotiations** – Executive Director Federico Barajas stated public negotiations for the Sites Project will begin in Sacramento on August 18th.

12. **Agenda Item 15: Chief Operating Officer's Report**

- a. **Operations** – Chief Operating Officer Pablo Arroyave reported that that O'Neill Pumping Plant is currently operating at 5 units, which is sufficient for current demand. Arroyave reported that there is a scheduled outage October 6 - 25, and that Central Valley Operations (CVO) has indicated no associated water supply impact.
- b. **Water Transfers** – Chief Operating Officer Pablo Arroyave reported that the Exchange Contractors and Yuba transfer programs are being discussed.

13. **Agenda Item 16: Update on Water Operations and Forecasts**

Chief Operating Officer Pablo introduced Joel Fenolio, Deputy Operations Manager, from the Bureau of Reclamation's Central Valley Operations Office (CVO). Fenolio provided updates regarding CVP storage, operations, and the latest forecasts. Fenolio answered questions throughout his presentation.

14. **Agenda Item 17: Committee Reports.** – No reports.

15. **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)** – Mike Wade reviewed the report included in the packet.
- d. **Association of California Water Agencies (ACWA)** – No report.
- e. **Water Blueprint for the San Joaquin Valley (Blueprint)** – No report.
- f. **SJV CAP** – No report.
- g. **CVPWA** – Director Anthea Hansen reported that the next Financial Affairs Committee is August 26, 2025.

16. **Agenda Item 19: Board Member Reports** – Chair Cannon Michael noted that Director Jarrett Martin was featured on a "We Grow California" Podcast.

17. **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 10:43 a.m. Upon return to open session at approximately 11:26 a.m., Chair Cannon Michael stated that no reportable actions were taken.

18. **Agenda Item 22: Reports Pursuant to Government Code Section 54954.2(a)(3) – No report.**

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

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



MEMO

TO: Board of Directors

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

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

DATE: September 11, 2025

Attached are the Financial & Expenditures Reports.

San Luis & Delta-Mendota Water Authority

Receivable Activity Report (Does Not Include Water Payment Transactions)

Month Ending July 31, 2025

| | MEMBERS | USBR EMERGENCY | OTHER | TOTAL RECEIVABLE |
|---|----------------------|---------------------|------------------------|------------------------|
| RECEIVABLE BALANCE JUNE 30, 2025 | \$ 994,345.98 | \$ 94,032.05 | \$ 1,129,724.01 | \$ 2,218,102.04 |
| Billings: | | | | |
| Cobra - Various Employees | | | 4,504.15 | 4,504.15 |
| DHCCP Project - Series 2021B Bond - Various Districts | | | 65,519.25 | 65,519.25 |
| Miscellaneous - Recycling Refund | | | 178.50 | 178.50 |
| SJRECWA Transfers - Various Districts | | | 4,955,899.70 | 4,955,899.70 |
| USBR - JPP Excitation Contract | | | 625,000.00 | 625,000.00 |
| TOTAL BILLINGS | \$ - | \$ - | \$ 5,651,101.60 | \$ 5,651,101.60 |
| Collections: | | | | |
| Cobra - Various Employees | | | 4,455.61 | 4,455.61 |
| DHCCP Project - Series 2021B Bond - Various Districts | | | 21,717.48 | 21,717.48 |
| Miscellaneous - Recycling Refund | | | 178.50 | 178.50 |
| Membership - FY26 1st Installment | 350,400.35 | | | 350,400.35 |
| SJRECWA Transfers - Various Districts | | | 4,955,899.70 | 4,955,899.70 |
| USBR - JPP Excitation Contract | | | 625,000.00 | 625,000.00 |
| TOTAL COLLECTIONS | \$ 350,400.35 | \$ - | \$ 5,607,251.29 | \$ 5,957,651.64 |
| RECEIVABLE BALANCE JULY 31, 2025 | \$ 643,945.63 | \$ 94,032.05 | \$ 1,173,574.32 | \$ 1,911,552.00 |

San Luis & Delta-Mendota Water Authority
SLDMWA
A/R Aging Summary-Sorted by Category
As of July 31, 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 | \$104,483.00 | MEMBERSHIP | \$104,483.00 |
| 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 | \$149,005.65 | MEMBERSHIP | \$149,005.65 |
| 0265 | 0265 St of CA Depart of Tax & Fee Admin | \$0.00 | \$0.00 | \$2,022.00 | \$0.00 | \$0.00 | MISC | \$2,022.00 |
| 0276 | | \$0.00 | \$0.00 | \$1,119.68 | \$0.00 | \$0.00 | MISC | \$1,119.68 |
| 0290 | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$114.98 | MISC | \$114.98 |
| 0333 | | \$0.00 | \$0.00 | \$0.00 | (\$97.08) | \$0.00 | MISC | (\$97.08) |
| BVWD-MISC | BVWD-MISC Broadview Water District | \$0.00 | \$0.00 | \$5,978.02 | \$0.00 | \$0.00 | MISC | \$5,978.02 |
| CCWD-MISC | CCWD-MISC Contra Costa Water District | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$11,364.00 | MISC | \$11,364.00 |
| DPWD-MISC | DPWD-MISC Del Puerto Water District | \$0.00 | \$0.00 | \$139.71 | \$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 | \$1,050.90 | \$0.00 | \$239.46 | MISC | \$1,290.36 |
| 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 | \$656.47 | \$0.00 | \$384.61 | MISC | \$1,041.08 |
| PANOCH-MISC | PANOCH-MISC Panoche Water District | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$4,946.98 | 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 | \$0.00 | \$723.89 | MISC | \$723.89 |
| PWD-MISC | PWD-MISC Pacheco Water District | \$0.00 | \$0.00 | \$2,329.04 | \$0.00 | \$530.49 | MISC | \$2,859.53 |
| SBCWD-MISC | SBCWD-MISC San Benito County Water District | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$1,870.90 | MISC | \$1,870.90 |
| SLWD-MISC | SLWD-MISC San Luis Water District | \$0.00 | \$0.00 | \$29,037.92 | \$0.00 | \$6,348.50 | MISC | \$35,386.42 |
| VALLEY-MISC | VALLEY-MISC Valley Water | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$1,824.32 | MISC | \$1,824.32 |
| WWD-MISC | WWD-MISC Westlands Water District | \$0.00 | \$0.00 | \$4,889.13 | \$0.00 | \$62,909.90 | MISC | \$67,799.03 |
| 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 | \$0.00 | \$47,222.87 | (\$97.08) | \$1,864,426.22 | | \$1,911,552.01 |

San Luis & Delta-Mendota Water Authority
Cash Activity Detail Report - Operational
For Month Ending July 31, 2025

| Daily Interest Rates: Type of Account: Account #: | | Cash on Hand | 0.00% CWB Checking 0471 | 0.00% CWB Payroll 0489 | 0.65% CWB Transactional 0463 | 0.65% CWB Emergency Reserve 4858 | 4.40% CWB Money Mkt 8343 | 4.20% Cal Trust 2510 Short Term 201 | 4.00% Cal Trust 2510 Medium Term 202 | 4.37% Cal Trust 2510 Liquidity 203 | 4.27% LAIF 4-006 | Petty Cash | Total |
|---|---|-----------------|----------------------------------|---------------------------------|---------------------------------------|--|-----------------------------------|---|--|--|------------------------|---------------|----------------|
| Cash Balance as of 06/30/2025 | | 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 |
| Receipts - Remote Deposit | | | | | | | | | | | | | |
| Date | | | | | | | | | | | | | |
| 07/03/25 | Deposit | 0.00 | 0.00 | 0.00 | 1,119.68 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1,119.68 |
| 07/03/25 | Deposit | 0.00 | 0.00 | 0.00 | 149,078.67 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 149,078.67 |
| 07/07/25 | Deposit | 0.00 | 0.00 | 0.00 | 34,744.84 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 34,744.84 |
| 07/09/25 | Deposit | 0.00 | 0.00 | 0.00 | 178.50 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 178.50 |
| 07/14/25 | Deposit | 0.00 | 0.00 | 0.00 | 516,342.04 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 516,342.04 |
| 07/15/25 | Deposit | 0.00 | 0.00 | 0.00 | 54,844.82 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 54,844.82 |
| 07/17/25 | Deposit | 0.00 | 0.00 | 0.00 | 149,078.67 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 149,078.67 |
| 07/21/25 | Deposit | 0.00 | 0.00 | 0.00 | 539,480.81 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 539,480.81 |
| 07/23/25 | Deposit | 0.00 | 0.00 | 0.00 | 13,586.91 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 13,586.91 |
| 07/28/25 | Deposit | 0.00 | 0.00 | 0.00 | 47,200.32 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 47,200.32 |
| 07/29/25 | Deposit | 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 |
| 07/30/25 | Deposit | 0.00 | 0.00 | 0.00 | 342.54 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 342.54 |
| | | 0.00 | 0.00 | 0.00 | 1,508,214.05 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1,508,214.05 |
| Receipts - Wires & ACH | | | | | | | | | | | | | |
| Date | | | | | | | | | | | | | |
| 07/10/25 | San Benito County Water District | 0.00 | 0.00 | 0.00 | 5,106.15 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 5,106.15 |
| 07/10/25 | Westlands Water District | 0.00 | 0.00 | 0.00 | 4,937,273.99 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 4,937,273.99 |
| 07/11/25 | Bureau of Reclamation | 0.00 | 0.00 | 0.00 | 625,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 625,000.00 |
| 07/15/25 | San Luis Water District | 0.00 | 0.00 | 0.00 | 132,114.17 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 132,114.17 |
| 07/15/25 | Westlands Water District | 0.00 | 0.00 | 0.00 | 2,311,126.28 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 2,311,126.28 |
| 07/16/25 | 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 |
| 07/16/25 | Byron Bethany Irrigation District | 0.00 | 0.00 | 0.00 | 24,984.46 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 24,984.46 |
| 07/17/25 | BOR/Refuge Water Supply | 0.00 | 0.00 | 0.00 | 613,210.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 613,210.00 |
| 07/17/25 | Panoche Water District | 0.00 | 0.00 | 0.00 | 261,685.77 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 261,685.77 |
| 07/18/25 | Friant Water Authority | 0.00 | 0.00 | 0.00 | 1,462,310.19 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1,462,310.19 |
| 07/18/25 | Banta-Carbona Irrigation District | 0.00 | 0.00 | 0.00 | 14,187.18 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 14,187.18 |
| 07/25/28 | Panoche Water District | 0.00 | 0.00 | 0.00 | 21,717.48 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 21,717.48 |
| | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | 0.00 | 0.00 | 0.00 | 10,460,958.67 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 10,460,958.67 |
| To/From Operational / DHCCP | | | | | | | | | | | | | |
| Date | | | | | | | | | | | | | |
| | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| To/From Grant Funds-Trans | | | | | | | | | | | | | |
| Date | | | | | | | | | | | | | |
| | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Checks Written | | | | | | | | | | | | | |
| Date | | | | | | | | | | | | | |
| 07/01/25 | Void Check #043011 | 0.00 | 476.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 476.00 |
| 07/02/25 | Accounts Payable | 0.00 | (214,317.16) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | (214,317.16) |
| 07/09/25 | Accounts Payable | 0.00 | (7,137.10) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | (7,137.10) |
| 07/16/25 | Accounts Payable | 0.00 | (714,380.33) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | (714,380.33) |
| 07/22/25 | Accounts Payable | 0.00 | (5,451,723.61) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | (5,451,723.61) |
| 07/23/25 | Accounts Payable | 0.00 | (1,564.00) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | (1,564.00) |
| 07/30/25 | Accounts Payable | 0.00 | (264,713.92) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | (264,713.92) |
| | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | 0.00 | (6,653,360.12) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | (6,653,360.12) |
| ACH Payments | | | | | | | | | | | | | |
| Date | | | | | | | | | | | | | |
| 07/03/25 | Shepherd OU | 0.00 | (960.00) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | (960.00) |
| 07/03/25 | Shepherd OU | 0.00 | (712.50) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | (712.50) |
| 07/03/25 | BOR-OPP Transformer Rehab | 0.00 | 0.00 | 0.00 | (530,721.00) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | (530,721.00) |
| 07/11/25 | EE Assoc 6/21-7/4/25 | 0.00 | (440.00) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | (440.00) |
| 07/11/25 | ICMA 6/21-7/4/25 | 0.00 | (108,695.27) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | (108,695.27) |
| 07/23/25 | Shepherd OU | 0.00 | (900.00) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | (900.00) |
| 07/24/25 | Visa Payments | 0.00 | (31,710.88) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | (31,710.88) |
| 07/25/25 | EE Assoc 7/5-7/18 | 0.00 | (440.00) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | (440.00) |
| 07/25/25 | ICMA 7/5-7/18 | 0.00 | (108,139.07) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | (108,139.07) |
| | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | 0.00 | (251,997.72) | 0.00 | (530,721.00) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | (782,718.72) |
| Transfers | | | | | | | | | | | | | |
| Date | | | | | | | | | | | | | |
| 07/02/25 | Funding for Accounts Payable | 0.00 | 0.00 | 0.00 | 250,000.00 | 0.00 | (250,000.00) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 07/09/25 | Transfer to Fund Payroll & Taxes | 0.00 | 0.00 | 0.00 | 441,566.22 | 0.00 | (441,566.22) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 07/09/25 | Transfer to Fund Retirement Plan & EE Assoc | 0.00 | 0.00 | 0.00 | 109,135.27 | 0.00 | (109,135.27) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 07/22/25 | Transfer to Higher Interest Account | 0.00 | 0.00 | 0.00 | (2,000,000.00) | 0.00 | 2,000,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 07/30/25 | Transfer to Cover Final Check | 0.00 | 0.00 | 5,789.77 | (5,789.77) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 07/31/25 | Transfer to Higher Interest Account | 0.00 | 0.00 | 0.00 | (500,000.00) | 0.00 | 500,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | 0.00 | 0.00 | 5,789.77 | (1,705,088.28) | 0.00 | 1,699,298.51 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

San Luis & Delta-Mendota Water Authority
Cash Activity Detail Report - Operational
For Month Ending July 31, 2025

| Daily Interest Rates: Type of Account: Account #: | | Cash on Hand | 0.00% CWB Checking 0471 | 0.00% CWB Payroll 0489 | 0.65% CWB Transactional 0463 | 0.65% CWB Emergency Reserve 4858 | 4.40% CWB Money Mkt 8343 | 4.20% Cal Trust 2510 Short Term 201 | 4.00% Cal Trust 2510 Medium Term 202 | 4.37% Cal Trust 2510 Liquidity 203 | 4.27% LAIF 4-006 | Petty Cash | Total |
|---|--|-----------------|----------------------------------|---------------------------------|---------------------------------------|--|-----------------------------------|---|--|--|------------------------|---------------|----------------|
| Cash Balance as of 06/30/2025 | | 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 |
| Date | Wire Payments | | | | | | | | | | | | |
| 07/09/25 | Informa Tech Holding LLC | 0.00 | 0.00 | 0.00 | (13,030.00) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | (13,030.00) |
| 07/09/25 | Funding for 7/11 Payroll & Taxes | 0.00 | 0.00 | 0.00 | (441,566.22) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | (441,566.22) |
| 07/09/25 | DEF Con Communications | 0.00 | 0.00 | 0.00 | (6,400.00) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | (6,400.00) |
| 07/23/25 | Funding for 7/25 Payroll & Taxes | 0.00 | 0.00 | 0.00 | (440,005.71) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | (440,005.71) |
| 07/24/25 | 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) |
| 07/30/25 | Taxes for Final Check | 0.00 | 0.00 | 0.00 | (3,134.45) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | (3,134.45) |
| | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | 0.00 | 0.00 | 0.00 | (3,204,136.38) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | (3,204,136.38) |
| Date | CWB Sweep Checking/Trans Muni | | | | | | | | | | | | |
| 07/01/25 | Sweep from Transaction Account | 0.00 | 25,354.35 | 0.00 | (25,354.35) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 07/02/25 | Sweep from Transaction Account | 0.00 | 5,156,868.27 | 0.00 | (5,156,868.27) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 07/03/25 | Sweep from Transaction Account | 0.00 | 1,801.65 | 0.00 | (1,801.65) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 07/07/25 | Sweep from Transaction Account | 0.00 | 25,313.19 | 0.00 | (25,313.19) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 07/08/25 | Sweep from Transaction Account | 0.00 | 99,468.61 | 0.00 | (99,468.61) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 07/09/25 | Sweep from Transaction Account | 0.00 | 18,731.01 | 0.00 | (18,731.01) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 07/10/25 | Sweep from Transaction Account | 0.00 | 9,379.62 | 0.00 | (9,379.62) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 07/11/25 | Sweep from Transaction Account | 0.00 | 114,719.38 | 0.00 | (114,719.38) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 07/14/25 | Sweep from Transaction Account | 0.00 | 8,435.82 | 0.00 | (8,435.82) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 07/15/25 | Sweep from Transaction Account | 0.00 | 7,055.80 | 0.00 | (7,055.80) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 07/16/25 | Sweep from Transaction Account | 0.00 | 3,465.95 | 0.00 | (3,465.95) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 07/17/25 | Sweep from Transaction Account | 0.00 | 53,266.90 | 0.00 | (53,266.90) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 07/18/25 | Sweep from Transaction Account | 0.00 | 3,447.12 | 0.00 | (3,447.12) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 07/21/25 | Sweep from Transaction Account | 0.00 | 72,671.31 | 0.00 | (72,671.31) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 07/22/25 | Sweep from Transaction Account | 0.00 | 318,910.69 | 0.00 | (318,910.69) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 07/23/25 | Sweep from Transaction Account | 0.00 | 102,518.37 | 0.00 | (102,518.37) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 07/24/25 | Sweep from Transaction Account | 0.00 | 64,426.08 | 0.00 | (64,426.08) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 07/27/25 | Sweep from Transaction Account | 0.00 | 114,641.21 | 0.00 | (114,641.21) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 07/28/25 | Sweep from Transaction Account | 0.00 | 5,063,351.63 | 0.00 | (5,063,351.63) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 07/29/25 | Sweep from Transaction Account | 0.00 | 84,054.53 | 0.00 | (84,054.53) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 07/30/25 | Sweep from Transaction Account | 0.00 | 285,576.54 | 0.00 | (285,576.54) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 07/31/25 | Sweep from Transaction Account | 0.00 | 25,794.45 | 0.00 | (25,794.45) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | 0.00 | 11,659,252.48 | 0.00 | (11,659,252.48) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Date | Bank Fee/Bank Error/Adjustments | | | | | | | | | | | | |
| 07/31/25 | Change in Share Price | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | (1,141.03) | (2,131.50) | 0.00 | 0.00 | 0.00 | (3,272.53) |
| | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | (1,141.03) | (2,131.50) | 0.00 | 0.00 | 0.00 | (3,272.53) |
| Date | Interest Earned | | | | | | | | | | | | |
| 07/15/25 | 2nd Quarter Interest | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 746.76 | 0.00 | 0.00 |
| 07/31/25 | Interest Earned from July 2025 | 0.00 | 0.00 | 0.00 | 3,067.97 | 1,210.28 | 23,224.27 | 2,044.43 | 1,785.52 | 101,600.82 | 0.00 | 0.00 | 132,933.29 |
| | | 0.00 | 0.00 | 0.00 | 3,067.97 | 1,210.28 | 23,224.27 | 2,044.43 | 1,785.52 | 101,600.82 | 746.76 | 0.00 | 133,680.05 |
| Cash Balance as of 07/31/2025 | | 0.00 | (575,993.20) | 10,789.77 | 956,332.64 | 2,193,521.93 | 8,056,230.90 | 575,409.62 | 527,199.44 | 27,489,170.95 | 68,906.70 | 1,000.00 | 39,302,568.75 |

Note: Daily Interest Rates are through 07/31/2025

San Luis & Delta-Mendota Water Authority
Grant and USBR Funds Cash Activity Detail Report
For Month Ending July 31, 2025

| | | CWB Checking Grants | CWB Checking DMC Subsidence Correction Funding | CWB Checking USBR Rewind | CWB Checking IRWM P1R1 | CalTrust Solar Over Canal | Total |
|--------------------------------------|--|---------------------------|---|-----------------------------------|---------------------------------|------------------------------------|-----------|
| Account #: | | *8778 | *1787 | *8751 | *0659 | 0200 | |
| Cash Balance as of 06/30/2025 | | 0.00 | 0.00 | 0.00 | 0.00 | 21,815.56 | 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 |
| | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Date | Wires In from | | | | | | |
| | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | 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 Out | | | | | | |
| | | 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 | | | | | | |
| | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 07/31/25 | Interest Earned | 0.00 | 0.00 | 0.00 | 0.00 | 80.93 | 0.00 |
| | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | 0.00 | 0.00 | 0.00 | 0.00 | 80.93 | 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 07/31/2025 | | 0.00 | 0.00 | 0.00 | 0.00 | 21,896.49 | 21,896.49 |

*Non-Interest Bearing Account

I:\FIN_Reports\Finance_SS\CASH\Cash Activity\FYE2-26\BOD Cash Activity\July 2025\Cash Activity-July 2025 BOD.xlsx|2025 Operational

09/04/25

San Luis & Delta-Mendota Water Authority
Cash Activity Detail Report - JPP Unit Rewinds Bond 2021A
For Month Ending July 31, 2025

| Account Information: | | CVCB Bond 2021A | US Bank Bond 2021A | Total |
|--------------------------------------|--------------------------------------|-----------------|--------------------|------------|
| Cash Balance as of 06/30/2025 | | 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 07/31/2025 | | 0.00 | 461,469.64 | 461,469.64 |

I:\FIN_Reports\Finance_SS\CASH\Cash Activity\FYE2-26\BOD Cash Activity\July 2025\[Cash Activity-July 2025 BOD.xlsx]2025

09/04/25

San Luis & Delta-Mendota Water Authority
SLDMWA
A/P Register
July 1, 2025 - July 31, 2025

| Account Type | Date | Document | Vendor | Paid |
|-------------------------|-----------|----------|--|--------------|
| ACCOUNTS PAYABLE | | | | |
| | 7/1/2025 | 43011 | VOID | (\$476.00) |
| Vendor Bill Payment | 7/2/2025 | 43031 | 25860 ACWA/JPIA - Training/Workshops | \$300.00 |
| Vendor Bill Payment | 7/2/2025 | 43032 | 10048 ALHAMBRA / LBFO 9459721 | \$132.37 |
| Vendor Bill Payment | 7/2/2025 | 43033 | 25844 APEX POWER, ELECTRICAL SUPPLY AND SOLUTIONS | \$3,367.01 |
| Vendor Bill Payment | 7/2/2025 | 43034 | 1269 AT&T 831-001-0448 912 | \$995.00 |
| Vendor Bill Payment | 7/2/2025 | 43035 | 25610 AT&T MOBILITY 287312990252 | \$1,036.62 |
| Vendor Bill Payment | 7/2/2025 | 43036 | 25695 AT&T MOBILITY/SEI PROCESSING 060938356 | \$64.86 |
| Vendor Bill Payment | 7/2/2025 | 43037 | 2217 C.A. SHORT COMPANY, INC | \$1,321.32 |
| Vendor Bill Payment | 7/2/2025 | 43038 | 2294 CABELA'S LLC / BASS PRO SHOPS LLC | \$147.12 |
| Vendor Bill Payment | 7/2/2025 | 43039 | 2420 CALIFORNIA STATE DISBURSEMENT UNIT | \$372.46 |
| Vendor Bill Payment | 7/2/2025 | 43040 | 6808-EMPLOYEE | \$238.00 |
| Vendor Bill Payment | 7/2/2025 | 43041 | 10311-EMPLOYEE | \$238.00 |
| Vendor Bill Payment | 7/2/2025 | 43042 | 3604 FIRESTONE COMPLETE AUTO CARE | \$729.64 |
| Vendor Bill Payment | 7/2/2025 | 43043 | 12019 GRAINGER INC. | \$401.36 |
| Vendor Bill Payment | 7/2/2025 | 43044 | 25626 HALLMARK GROUP | \$53,266.90 |
| Vendor Bill Payment | 7/2/2025 | 43045 | 4531 HIXCO | \$4,184.11 |
| Vendor Bill Payment | 7/2/2025 | 43046 | 5057-EMPLOYEE | \$238.00 |
| Vendor Bill Payment | 7/2/2025 | 43047 | 6026 KRONICK, MOSKOVITZ, TIEDEMANN & GIRARD | \$4,075.70 |
| Vendor Bill Payment | 7/2/2025 | 43048 | 25518 LOS BANOS PROPERTY MANAGEMENT SERVICES | \$9,009.95 |
| Vendor Bill Payment | 7/2/2025 | 43049 | 12127 MCWANE PLANT AND INDUSTRIAL LLC | \$2,392.80 |
| Vendor Bill Payment | 7/2/2025 | 43050 | 7213 METAL FUSION, INC. | \$9,900.00 |
| Vendor Bill Payment | 7/2/2025 | 43051 | 7027 MODESTO WELDING PRODUCTS INC. | \$711.63 |
| Vendor Bill Payment | 7/2/2025 | 43052 | 25769 N & S TRACTOR | \$1,433.39 |
| Vendor Bill Payment | 7/2/2025 | 43053 | 25541 OMICRON ELECTRONICS CORP USA / GEO E. HONN CO | \$3,300.00 |
| Vendor Bill Payment | 7/2/2025 | 43054 | 25529 PG&E 0664015301-8 | \$91.74 |
| Vendor Bill Payment | 7/2/2025 | 43055 | 25744 PLANETBIDS, LLC | \$4,635.00 |
| Vendor Bill Payment | 7/2/2025 | 43056 | 15082 POINT ONE ELECTRICAL SYSTEMS, INC. | \$1,950.33 |
| Vendor Bill Payment | 7/2/2025 | 43057 | 25794 RAMOS OIL COMPANY | \$6,972.39 |
| Vendor Bill Payment | 7/2/2025 | 43058 | 25814 RAT INCORPORATED | \$220.00 |
| Vendor Bill Payment | 7/2/2025 | 43059 | 6805 RELX INC. DBA LEXISNEXIS | \$242.00 |
| Vendor Bill Payment | 7/2/2025 | 43060 | 25837 RONALD MILLIGAN | \$2,880.00 |
| Vendor Bill Payment | 7/2/2025 | 43061 | 10129 SANTOS FORD, INC. | \$94.92 |
| Vendor Bill Payment | 7/2/2025 | 43062 | 25548 TERRACON CONSULTANTS, INC. | \$2,657.00 |
| Vendor Bill Payment | 7/2/2025 | 43063 | 12116 WALMART | \$387.23 |
| Vendor Bill Payment | 7/2/2025 | 43064 | 12096 WEX BANK | \$986.34 |
| Vendor Bill Payment | 7/2/2025 | 43065 | 4122 WILLIAM R. GRAY & CO./DBA Gray-Bowen-Scott | \$10,611.50 |
| Vendor Bill Payment | 7/2/2025 | 43066 | 10207-EMPLOYEE | \$238.00 |
| Vendor Bill Payment | 7/2/2025 | 43067 | 25656 ZOLEO USA INC. | \$203.00 |
| Vendor Bill Payment | 7/2/2025 | 43068 | 13605 ZORO TOOLS, INC. | \$1,292.23 |
| Vendor Bill Payment | 7/2/2025 | 43069 | 6026 KRONICK, MOSKOVITZ, TIEDEMANN & GIRARD | \$82,999.24 |
| ACH | 7/3/2025 | 26105 | 10327 SHEPHERD OU | \$960.00 |
| ACH | 7/3/2025 | 26106 | 10327 SHEPHERD OU | \$712.50 |
| ACH | 7/3/2025 | 26107 | 1628 BUREAU OF RECLAMATION | \$530,721.00 |
| Vendor Bill Payment | 7/9/2025 | 43070 | 25848-EMPLOYEE | \$230.95 |
| Vendor Bill Payment | 7/9/2025 | 43071 | 8057-EMPLOYEE | \$149.95 |
| Vendor Bill Payment | 7/9/2025 | 43072 | 25854-EMPLOYEE | \$176.40 |
| Vendor Bill Payment | 7/9/2025 | 43073 | 8511 PG&E 7262165466-3 | \$6,424.42 |
| Vendor Bill Payment | 7/9/2025 | 43074 | 10601 TURLOCK IRRIGATION DISTRICT | \$155.38 |
| WIRE | 7/9/2025 | 26108 | 25864 INFORMA TECH HOLDINGS, LLC. | \$13,030.00 |
| WIRE | 7/9/2025 | 26109 | 25867 DEF CON COMMUNICATIONS, INC. | \$6,400.00 |
| ACH | 7/11/2025 | 26110 | 25536 SLDMWA EE ASSOCIATION | \$440.00 |
| ACH | 7/11/2025 | 26111 | 5004 ICMA RETIREMENT TRUST | \$108,695.27 |
| Vendor Bill Payment | 7/16/2025 | 43075 | 25687 AAA WORKSPACE | \$359.64 |
| Vendor Bill Payment | 7/16/2025 | 43076 | 1261 ADVANCED CHEMICAL TRANSPORT, INC. dba ACTenviro | \$3,993.59 |
| Vendor Bill Payment | 7/16/2025 | 43077 | 25700 AGILE OCCUPATIONAL MEDICINE | \$125.00 |
| Vendor Bill Payment | 7/16/2025 | 43078 | 1154 AIRGAS, INC. | \$4,554.32 |
| Vendor Bill Payment | 7/16/2025 | 43079 | 25716 AMAZON CAPITAL SERVICES, INC. | \$4,978.64 |
| Vendor Bill Payment | 7/16/2025 | 43080 | 25705 APPLGATE TEEPLES DRILLING CO., INC. | \$2,700.00 |
| Vendor Bill Payment | 7/16/2025 | 43081 | 5503 ARCTIC GLACIER USA, INC. / LOS BANOS 96103091 | \$385.00 |
| Vendor Bill Payment | 7/16/2025 | 43082 | 10195 AT&T 960 758 3850 555 7 | \$1,394.14 |
| Vendor Bill Payment | 7/16/2025 | 43083 | 25695 AT&T MOBILITY/SEI PROCESSING 060938356 | \$1,877.43 |

| | | | | |
|---------------------|-----------|-------|---|--------------|
| Vendor Bill Payment | 7/16/2025 | 43084 | 1234 AUTOMATION DIRECT | \$407.93 |
| Vendor Bill Payment | 7/16/2025 | 43085 | 1671 BAKER MANOCK & JENSEN | \$26,075.72 |
| Vendor Bill Payment | 7/16/2025 | 43086 | 25786 BETTS SPRING MANUFACTURING | \$3,323.73 |
| Vendor Bill Payment | 7/16/2025 | 43087 | 25636-EMPLOYEE | \$135.30 |
| Vendor Bill Payment | 7/16/2025 | 43088 | 2088 CAL-SIERRA PIPE, INC. | \$2,496.54 |
| Vendor Bill Payment | 7/16/2025 | 43089 | 2420 CALIFORNIA STATE DISBURSEMENT UNIT | \$372.46 |
| Vendor Bill Payment | 7/16/2025 | 43090 | 25840 CARAHSOFT TECHNOLOGY CORPORATION | \$3,324.60 |
| Vendor Bill Payment | 7/16/2025 | 43091 | 2407 CDM SMITH INC. | \$61,234.60 |
| Vendor Bill Payment | 7/16/2025 | 43092 | 2250 CDW GOVERNMENT | \$5,288.16 |
| Vendor Bill Payment | 7/16/2025 | 43093 | 2278 COPY SHIPPING SOLUTIONS | \$23.45 |
| Vendor Bill Payment | 7/16/2025 | 43094 | 9602 CORE & MAIN LP dba R&B COMPANY | \$2,599.07 |
| Vendor Bill Payment | 7/16/2025 | 43095 | 2248 CPUTREND | \$660.00 |
| Vendor Bill Payment | 7/16/2025 | 43096 | 2368 CRAMER FISH SCIENCES | \$70.50 |
| Vendor Bill Payment | 7/16/2025 | 43097 | 2631 D8A COMMUNICATION TECHNOLOGIES | \$853.00 |
| Vendor Bill Payment | 7/16/2025 | 43098 | 2611 DIEPENBROCK ELKIN | \$283.50 |
| Vendor Bill Payment | 7/16/2025 | 43099 | 2630 DIRECT SECURITY & SOUND, INC. | \$870.00 |
| Vendor Bill Payment | 7/16/2025 | 43100 | 2549 DRS MARINE, INC. | \$7,657.25 |
| Vendor Bill Payment | 7/16/2025 | 43101 | 3086 EKI ENVIRONMENT & WATER, INC. | \$76,635.52 |
| Vendor Bill Payment | 7/16/2025 | 43102 | 25689 EMERALD LANDSCAPE COMPANY, INC. | \$1,678.00 |
| Vendor Bill Payment | 7/16/2025 | 43103 | 3542 FGL ENVIRONMENTAL, INC. | \$160.00 |
| Vendor Bill Payment | 7/16/2025 | 43104 | 3597 FOLEY & LARDNER LLP | \$32,000.00 |
| Vendor Bill Payment | 7/16/2025 | 43105 | 8007 FRANK A. OLSEN CO. | \$123,921.00 |
| Vendor Bill Payment | 7/16/2025 | 43106 | 25550 GILTON SOLID WASTE MANAGEMENT INC. / LBFO | \$88.85 |
| Vendor Bill Payment | 7/16/2025 | 43107 | 4004 GILTON SOLID WASTE MANAGEMENT INC. / O'Neill | \$117.90 |
| Vendor Bill Payment | 7/16/2025 | 43108 | 12019 GRAINGER INC. | \$983.40 |
| Vendor Bill Payment | 7/16/2025 | 43109 | 25626 HALLMARK GROUP | \$149,311.20 |
| Vendor Bill Payment | 7/16/2025 | 43110 | 4531 HIXCO | \$2,279.01 |
| Vendor Bill Payment | 7/16/2025 | 43111 | 4633 HOIST & CRANE SERVICE, INC. | \$23,384.00 |
| Vendor Bill Payment | 7/16/2025 | 43112 | 4500 HOLT OF CALIFORNIA | \$1,419.99 |
| Vendor Bill Payment | 7/16/2025 | 43113 | 4528 HOME DEPOT CREDIT SERVICES | \$6,167.29 |
| Vendor Bill Payment | 7/16/2025 | 43114 | 15078-EMPLOYEE | \$216.27 |
| Vendor Bill Payment | 7/16/2025 | 43115 | 25723 JOE HASSAN'S INC. | \$127.23 |
| Vendor Bill Payment | 7/16/2025 | 43116 | 6049 KAHN, SOARES & CONWAY, LLP | \$299.33 |
| Vendor Bill Payment | 7/16/2025 | 43117 | 6081 KINGS RIVER WATER QUALITY COALITION | \$578.00 |
| Vendor Bill Payment | 7/16/2025 | 43118 | 2025 KNIFE RIVER - 444672 | \$1,646.21 |
| Vendor Bill Payment | 7/16/2025 | 43119 | 10310-EMPLOYEE | \$530.60 |
| Vendor Bill Payment | 7/16/2025 | 43120 | 6801 LUHDORFF & SCALMANINI CONSULTING ENGINEERS | \$10,343.74 |
| Vendor Bill Payment | 7/16/2025 | 43121 | 7008 MARFAB INC. | \$377.73 |
| Vendor Bill Payment | 7/16/2025 | 43122 | 25863 MATARAZZO LAW, A PROFESSIONAL CORPORATION | \$13,671.00 |
| Vendor Bill Payment | 7/16/2025 | 43123 | 10262 MATRIX SCIENCES INTERNATIONAL INC./SOUTH DAKOTA | \$15,114.60 |
| Vendor Bill Payment | 7/16/2025 | 43124 | 7037 MERCED COUNTY DEPT. OF AG. | \$1,120.00 |
| Vendor Bill Payment | 7/16/2025 | 43125 | 7009 MERCED COUNTY REG. WASTE MGMT AUTHORITY | \$184.77 |
| Vendor Bill Payment | 7/16/2025 | 43126 | 5555 MLJ ENVIRONMENTAL | \$5,827.50 |
| Vendor Bill Payment | 7/16/2025 | 43127 | 7027 MODESTO WELDING PRODUCTS INC. | \$476.19 |
| Vendor Bill Payment | 7/16/2025 | 43128 | 7520 NEWARK CORPORATION | \$884.24 |
| Vendor Bill Payment | 7/16/2025 | 43129 | 25845 NOR-CAL CONTROLS, INC. | \$971.21 |
| Vendor Bill Payment | 7/16/2025 | 43130 | 25868 NORTHERN TOOL COMMERCIAL ACCOUNT | \$6,180.73 |
| Vendor Bill Payment | 7/16/2025 | 43131 | 25803 NV5 CONSULTANTS, INC. | \$21,430.00 |
| Vendor Bill Payment | 7/16/2025 | 43132 | 25547 O'REILLY / LOS BANOS 1068974 | \$2,074.89 |
| Vendor Bill Payment | 7/16/2025 | 43133 | 8055 O'REILLY / TRACY 2347935 | \$695.21 |
| Vendor Bill Payment | 7/16/2025 | 43134 | 25541 OMICRON ELECTRONICS CORP USA / GEO E. HONN CO | \$1,650.00 |
| Vendor Bill Payment | 7/16/2025 | 43135 | 8595 PACIFIC ECO-RISK LAB. INC. | \$13,598.99 |
| Vendor Bill Payment | 7/16/2025 | 43136 | 7005 PACIFIC VALLEY COFFEE | \$110.80 |
| Vendor Bill Payment | 7/16/2025 | 43137 | 15074 PLATT | \$2,948.89 |
| Vendor Bill Payment | 7/16/2025 | 43138 | 25847 PRIMO BRANDS / OPP | \$146.85 |
| Vendor Bill Payment | 7/16/2025 | 43141 | 25814 RAT INCORPORATED | \$45.00 |
| Vendor Bill Payment | 7/16/2025 | 43142 | 9603 REFRIGERATION SUPPLIES DISTRIBUTOR | \$14,356.66 |
| Vendor Bill Payment | 7/16/2025 | 43143 | 25623 REXEL USA, INC. | \$1,614.24 |
| Vendor Bill Payment | 7/16/2025 | 43144 | 25759 SAN FRANCISCO CHRONICLE | \$309.00 |
| Vendor Bill Payment | 7/16/2025 | 43145 | 10204 SC INDUSTRIES INC. / DBA CONTEC HOIST & RIGGING | \$53.14 |
| Vendor Bill Payment | 7/16/2025 | 43163 | 15003 PROVOST & PRITCHARD CONSULTING GROUP | \$3,247.06 |
| Vendor Bill Payment | 7/16/2025 | 43164 | 1610 RAPTOR BLASTING SOLUTIONS, INC. | \$67.71 |
| Vendor Bill Payment | 7/16/2025 | 43165 | 10269 SHERWIN-WILLIAMS | \$244.43 |
| Vendor Bill Payment | 7/16/2025 | 43166 | 10325 SHRED-IT, C/O STERICYCLE, INC. | \$311.60 |
| Vendor Bill Payment | 7/16/2025 | 43167 | 25706 SOUTHERN TIRE MART, LLC | \$650.14 |
| Vendor Bill Payment | 7/16/2025 | 43168 | 25791 TECHNOFLO SYSTEMS | \$708.87 |
| Vendor Bill Payment | 7/16/2025 | 43169 | 11029 UNITED PARCEL SERVICE | \$487.61 |
| Vendor Bill Payment | 7/16/2025 | 43170 | 11060 UNWIRED BROADBAND INC. A00015979 | \$799.97 |
| Vendor Bill Payment | 7/16/2025 | 43171 | 25521 UNWIRED BROADBAND INC. A00019063 | \$249.98 |
| Vendor Bill Payment | 7/16/2025 | 43172 | 11556 VINCENT ELECTRIC MOTOR COMPANY | \$1,008.16 |

| | | | | |
|---------------------|-----------|-------|---|----------------|
| Vendor Bill Payment | 7/16/2025 | 43173 | 12111 WARDEN'S | \$1,558.65 |
| Vendor Bill Payment | 7/16/2025 | 43174 | 12057 WINDECKER. INC. | \$10,563.11 |
| Vendor Bill Payment | 7/16/2025 | 43175 | 12123 WOODARD & CURRAN INC. | \$22,145.00 |
| Vendor Bill Payment | 7/16/2025 | 43176 | 13511 YANCEY HOME CENTER | \$413.56 |
| Vendor Bill Payment | 7/16/2025 | 43177 | 13605 ZORO TOOLS, INC. | \$151.73 |
| Vendor Bill Payment | 7/22/2025 | 43178 | 1041 ACWA/JPIA - Insurance Premiums | \$238,067.64 |
| Vendor Bill Payment | 7/22/2025 | 43179 | 10196 AT&T LONG DISTANCE BAN:806492911 | \$3.60 |
| Vendor Bill Payment | 7/22/2025 | 43180 | 25610 AT&T MOBILITY 287312990252 | \$1,050.18 |
| Vendor Bill Payment | 7/22/2025 | 43181 | 25615 AT&T MOBILITY 287314028407 | \$2,929.66 |
| Vendor Bill Payment | 7/22/2025 | 43182 | 1652 BONANDER AUTO, TRUCK & TRAILER, INC. | \$13,556.40 |
| Vendor Bill Payment | 7/22/2025 | 43183 | 25568 CALIFORNIA STRATEGIES & ADVOCACY, LLC | \$18,750.00 |
| Vendor Bill Payment | 7/22/2025 | 43184 | 25704 CITRIN COOPERMAN ADVISORS LLC | \$4800.00 |
| Vendor Bill Payment | 7/22/2025 | 43185 | 2639 DHR HYDRO SERVICES INC. | \$51,020.10 |
| Vendor Bill Payment | 7/22/2025 | 43186 | 2579 DOWNTOWN FORD SALES | \$43,594.67 |
| Vendor Bill Payment | 7/22/2025 | 43187 | 25831 GANNETT FLEMING, INC. | \$9,283.75 |
| Vendor Bill Payment | 7/22/2025 | 43188 | 12019 GRAINGER INC. | \$200.96 |
| Vendor Bill Payment | 7/22/2025 | 43189 | 25626 HALLMARK GROUP | \$23,140.87 |
| Vendor Bill Payment | 7/22/2025 | 43190 | 4500 HOLT OF CALIFORNIA | \$65.80 |
| Vendor Bill Payment | 7/22/2025 | 43191 | 5047 INDUSTRIAL SCIENTIFIC CORP. | \$971.19 |
| Vendor Bill Payment | 7/22/2025 | 43192 | 5025 IVES TRAINING & COMPLIANCE GROUP, INC. | \$3,080.00 |
| Vendor Bill Payment | 7/22/2025 | 43193 | 6052 KEY-SEAL PRODUCTS, INC. | \$1,038.94 |
| Vendor Bill Payment | 7/22/2025 | 43194 | 25854-EMPLOYEE | \$337.40 |
| Vendor Bill Payment | 7/22/2025 | 43195 | 25518 LOS BANOS PROPERTY MANAGEMENT SERVICES | \$427.33 |
| Vendor Bill Payment | 7/22/2025 | 43196 | 6801 LUHDORFF & SCALMANINI CONSULTING ENGINEERS | \$2,627.25 |
| Vendor Bill Payment | 7/22/2025 | 43197 | 25760 MCCLATCHY SHARED SERVICES, LLC | \$579.95 |
| Vendor Bill Payment | 7/22/2025 | 43198 | 25636 MIZUNO CONSULTING, INC. | \$3,325.00 |
| Vendor Bill Payment | 7/22/2025 | 43199 | 8064 OCCU-MED, LTD. | \$89.60 |
| Vendor Bill Payment | 7/22/2025 | 43200 | 8071 ORACLE AMERICA, INC. | \$40,785.86 |
| Vendor Bill Payment | 7/22/2025 | 43201 | 25530 PG&E 8833159983-2 | \$2,368.44 |
| Vendor Bill Payment | 7/22/2025 | 43202 | 25850 PRIMO BRANDS / LBAO | \$189.31 |
| Vendor Bill Payment | 7/22/2025 | 43203 | 25851 PRIMO BRANDS / LBFO | \$192.32 |
| Vendor Bill Payment | 7/22/2025 | 43204 | 15015 PRINCIPAL LIFE INSURANCE COMPANY | \$6,500.96 |
| Vendor Bill Payment | 7/22/2025 | 43205 | 10164 SAN JOAQUIN RIVER EXCHANGE CONTRACTORS WA | \$4,955,899.70 |
| Vendor Bill Payment | 7/22/2025 | 43206 | 12123 WOODARD & CURRAN INC. | \$25,958.94 |
| Vendor Bill Payment | 7/22/2025 | 43207 | 13605 ZORO TOOLS, INC. | \$887.79 |
| Vendor Bill Payment | 7/23/2025 | 43208 | 25870-EMPLOYEE | \$782.00 |
| Vendor Bill Payment | 7/23/2025 | 43209 | 9626-EMPLOYEE | \$782.00 |
| ACH | 7/23/2025 | 26112 | 10327 SHEPHERD OU | \$900.00 |
| ACH | 7/24/2025 | | VISA PAYMENT | \$31,710.88 |
| WIRE | 7/24/2025 | 26127 | 11045 BUREAU OF RECLAMATION - SL JOINT/USBR POWER | \$2,300,000.00 |
| ACH | 7/25/2025 | 26128 | 25536 SLD MWA EE ASSOCIATION | \$440.00 |
| ACH | 7/25/2025 | 26129 | 5004 ICMA RETIREMENT TRUST | \$108,139.07 |
| Vendor Bill Payment | 7/30/2025 | 43210 | 5500 ACWA/JPIA - Workers Comp | \$91,695.61 |
| Vendor Bill Payment | 7/30/2025 | 43211 | 1141 AFLAC | \$1,110.93 |
| Vendor Bill Payment | 7/30/2025 | 43212 | 15069-EMPLOYEE | \$150.00 |
| Vendor Bill Payment | 7/30/2025 | 43213 | 25716 AMAZON CAPITAL SERVICES, INC. | \$1,311.70 |
| Vendor Bill Payment | 7/30/2025 | 43214 | 25866 AMERICAN METALS CORPORATION | \$617.40 |
| Vendor Bill Payment | 7/30/2025 | 43215 | 25844 APEX POWER, ELECTRICAL SUPPLY AND SOLUTIONS | \$1,022.02 |
| Vendor Bill Payment | 7/30/2025 | 43216 | 25705 APPLEGATE TEEPLES DRILLING CO., INC. | \$900.00 |
| Vendor Bill Payment | 7/30/2025 | 43217 | 1268 AT&T 831-001-0165 694 | \$2,031.96 |
| Vendor Bill Payment | 7/30/2025 | 43218 | 1267 AT&T 831-001-0165 911 | \$2,190.35 |
| Vendor Bill Payment | 7/30/2025 | 43219 | 1234 AUTOMATION DIRECT | \$416.19 |
| Vendor Bill Payment | 7/30/2025 | 43220 | 2420 CALIFORNIA STATE DISBURSEMENT UNIT | \$372.46 |
| Vendor Bill Payment | 7/30/2025 | 43221 | 2250 CDW GOVERNMENT | \$81.75 |
| Vendor Bill Payment | 7/30/2025 | 43222 | 6808-EMPLOYEE | \$120.00 |
| Vendor Bill Payment | 7/30/2025 | 43223 | 2519 DELTA DISPOSAL SERVICE - 3354700 | \$867.76 |
| Vendor Bill Payment | 7/30/2025 | 43224 | 2630 DIRECT SECURITY & SOUND, INC. | \$1,229.68 |
| Vendor Bill Payment | 7/30/2025 | 43225 | 10116 FERGUSON ENTERPRISES, LLC dba STOCKTON PIPE & | \$271.03 |
| Vendor Bill Payment | 7/30/2025 | 43226 | 12019 GRAINGER INC. | \$2,415.38 |
| Vendor Bill Payment | 7/30/2025 | 43227 | 5057-EMPLOYEE | \$697.00 |
| Vendor Bill Payment | 7/30/2025 | 43228 | 2636-EMPLOYEE | \$238.10 |
| Vendor Bill Payment | 7/30/2025 | 43229 | 6052 KEY-SEAL PRODUCTS, INC. | \$1,074.79 |
| Vendor Bill Payment | 7/30/2025 | 43230 | 6026 KRONICK, MOSKOVITZ, TIEDEMANN & GIRARD | \$83,568.55 |
| Vendor Bill Payment | 7/30/2025 | 43231 | 7008 MARFAB INC. | \$260.16 |
| Vendor Bill Payment | 7/30/2025 | 43232 | 7529 NEW YORK LIFE INSURANCE | \$778.03 |
| Vendor Bill Payment | 7/30/2025 | 43233 | 25845 NOR-CAL CONTROLS, INC. | \$2,453.18 |
| Vendor Bill Payment | 7/30/2025 | 43234 | 25870 NOSSAMAN LLP | \$27,619.00 |
| Vendor Bill Payment | 7/30/2025 | 43235 | 15066 PAPE MACHINERY INC. / 353006 | \$1,426.63 |
| Vendor Bill Payment | 7/30/2025 | 43236 | 25529 PG&E 0664015301-8 | \$88.88 |
| Vendor Bill Payment | 7/30/2025 | 43237 | 25531 PG&E 2125628853-7 | \$68.26 |

| | | | | |
|---------------------------------|-----------|-------|------------------------------------|-----------------------|
| Vendor Bill Payment | 7/30/2025 | 43238 | 25847 PRIMO BRANDS / OPP | \$118.38 |
| Vendor Bill Payment | 7/30/2025 | 43239 | 25859 PRIMO BRANDS / TFO | \$252.14 |
| Vendor Bill Payment | 7/30/2025 | 43240 | 25713 PUBLIC AFFAIRS COUNCIL, INC. | \$6,100.00 |
| Vendor Bill Payment | 7/30/2025 | 43241 | 25794 RAMOS OIL COMPANY | \$7,413.46 |
| Vendor Bill Payment | 7/30/2025 | 43242 | 4567-EMPLOYEE | \$250.00 |
| Vendor Bill Payment | 7/30/2025 | 43243 | 25837 RONALD MILLIGAN | \$4,320.00 |
| Vendor Bill Payment | 7/30/2025 | 43244 | 10066 SAFE-T-LITE OF MODESTO, INC. | \$988.39 |
| Vendor Bill Payment | 7/30/2025 | 43245 | 25706 SOUTHERN TIRE MART, LLC | \$1,802.36 |
| Vendor Bill Payment | 7/30/2025 | 43246 | 25784 TECH SUPPLY | \$1,459.71 |
| Vendor Bill Payment | 7/30/2025 | 43247 | 25829 VEHICLE SERVICE GROUP LLC | \$14,815.68 |
| Vendor Bill Payment | 7/30/2025 | 43248 | 12116 WALMART | \$108.68 |
| Vendor Bill Payment | 7/30/2025 | 43249 | 12096 WEX BANK | \$970.18 |
| Vendor Bill Payment | 7/30/2025 | 43250 | 13002 YOUNG'S AIR CONDITIONING | \$620.00 |
| Vendor Bill Payment | 7/30/2025 | 43251 | 10207-EMPLOYEE | \$210.04 |
| Vendor Bill Payment | 7/30/2025 | 43252 | 13605 ZORO TOOLS, INC. | \$208.10 |
| Total - ACCOUNTS PAYABLE | | | | \$9,755,508.84 |
| Total | | | | \$9,755,508.84 |

San Luis & Delta-Mendota Water Authority

Activity Agreements Budget to Actual

Paid/Pending Comparison Summary

March 1, 2025 through July 31, 2025

FAC 09/08/25 & BOD 09/11/25

| | FY Budget 3/1/25 - 2/28/26 | Actual To Date Paid/Expense | % of Budget | Amount Remaining |
|---|-------------------------------|--------------------------------|----------------|---------------------|
| 03 General Membership | 1,253,323 | 481,941 | 38.45% | 771,382 |
| 05 Leg/CVP Operations | 3,789,242 | 827,595 | 21.84% | 2,961,647 |
| 35 Contract Renewal Coordinator | 200 | 24 | 12.02% | 176 |
| 28 Yuba County Water Transfers | 23,000 | 14,094 | 61.28% | 8,906 |
| 22 Grassland Basin Drainage #3A | 1,793,749 | 436,214 | 24.32% | 1,357,535 |
| 63 SGMA - Coordinated | 1,320,895 | 327,077 | 24.76% | 993,818 |
| 64 SGMA - Northern Delta-Mendota Region | 451,451 | 41,476 | 9.19% | 409,975 |
| 65 SGMA - Central Delta-Mendota Region | 451,451 | 79,726 | 17.66% | 371,725 |
| 67 Integrated Regional Water Management | 110,977 | 5,709 | 5.14% | 105,268 |
| 68 Los Vaqueros Reservoir Expansion Project | 1,700 | 36 | 2.09% | 1,664 |
| 44 Exchange Contractors - 5 Year Transfer | 20,000 | 7,162 | 35.81% | 12,838 |
| 56 Long-Term North to South Water Transfer | 40,832 | 1,382 | 3.39% | 39,450 |
| 57 North to South Water Transfer Program | 88,448 | 33,862 | 38.28% | 54,586 |
| 69 B.F. Sisk Dam Raise & Reservoir Exp | 4,084,755 | 685,300 | 16.78% | 3,399,455 |
| 16 DHCCP | 166 | 24 | 14.48% | 142 |
| TOTAL | 13,430,189 | 2,941,623 | 21.90% | 10,488,566 |
| | 5/12 X 13,430,189 | \$ 5,595,912 | 41.67% | |
| | Budget vs. Actual | <u>2,654,289</u> | | |



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 July 31, 2025
DATES: 09.08.25 FAC and 9.11.25 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 July 31, 2025 are under budget by \$1,274,322, or 13.44%. This favorable variance is the result of timing differences for O&M expenses in most cost pools.

Outstanding

FY24 PUE True-Up

Reclamation provided their FY24 PUE True -Up in August, 2025 in the amount of \$4.3MM relating the SLDMWA's FY24(WY23) and FY25(WY24). Sufficient cash was available to the amount currently due of \$1.3M with the remainder to paid out over the next twelve months. The True-Up expense was appropriately allocated and recorded to the respective water years and will be recovered in the final accountings for those years.

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
09.08.25 FAC and 09.11.25 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: JULY 31, 2025

41.67%

| | Total | UPPER | Intertie | Volta Wells | LWR | O'NEILL O&M | | |
|-----------------------|------------------|---------------------|---------------------|------------------|---------------------|---------------------|-------------------|------------------|
| | | | | | | DIRECT | STORAGE | SL DRAIN |
| DMC \$ | 3,825,520 | \$ 2,308,319 | | | \$ 1,517,201 | | | |
| JPP \$ | 2,132,503 | \$ 2,132,503 | | | | | | |
| WW \$ | 57,679 | \$ 43,259 | | | \$ 14,420 | | | |
| Intertie O&M \$ | 238,023 | | \$ 238,023 | | | | | |
| DCI DWR Conveyance \$ | 1,466,427 | | \$ 1,466,427 | | | | | |
| Volta Wells \$ | 13,254 | | | \$ 13,254 | | | | |
| Mendota Pool \$ | 94,491 | | | | \$ 94,491 | | | |
| O'Neill \$ | 1,576,365 | | | | | \$ 1,245,328 | \$ 331,037 | |
| SL Drain \$ | 75,377 | | | | | | | \$ 75,377 |
| \$ | 9,479,638 | \$ 4,484,080 | \$ 1,704,450 | \$ 13,254 | \$ 1,626,112 | \$ 1,245,328 | \$ 331,037 | \$ 75,377 |

R, O&M Actual COSTS BY COST POOLS THROUGH: JULY 31, 2025

| | Total | UPPER | Intertie | Volta Wells | LWR/POOL | O'NEILL O&M | | |
|-----------------------|------------------|---------------------|---------------------|-----------------|---------------------|---------------------|-------------------|------------------|
| | | | | | | DIRECT | STORAGE | SL DRAIN |
| DMC \$ | 3,295,488 | \$ 1,988,497 | | | \$ 1,306,991 | | | |
| JPP \$ | 1,860,413 | \$ 1,860,413 | | | | | | |
| WW \$ | 54,896 | \$ 41,172 | | | \$ 13,724 | | | |
| Intertie O&M \$ | 194,331 | \$ 194,331 | | | | | | |
| DCI DWR Conveyance \$ | 1,298,419 | | \$ 1,298,419 | | | | | |
| Volta Wells \$ | 1,005 | | | \$ 1,005 | | | | |
| Mendota Pool \$ | 126,608 | | | | \$ 126,608 | | | |
| O'Neill \$ | 1,334,129 | | | | | \$ 1,053,962 | \$ 280,167 | |
| SL Drain \$ | 40,027 | | | | | | | \$ 40,027 |
| \$ | 8,205,316 | \$ 4,084,413 | \$ 1,298,419 | \$ 1,005 | \$ 1,447,323 | \$ 1,053,962 | \$ 280,167 | \$ 40,027 |

R, O&M BUDGET vs Actual COSTS THROUGH: JULY 31, 2025

| | TOTAL | UPPER | INTERTIE & DWR | | Volta Wells | LWR/POOL | O'NEILL O&M | | |
|------------------|--------------------------------|--------------|----------------|--|-------------|--------------|--------------|------------|-----------|
| | | | Conveyance | | | | DIRECT | STORAGE | SL DRAIN |
| R, O&M Budget \$ | 9,479,638 | \$ 4,484,080 | \$ 1,704,450 | | \$ 13,254 | \$ 1,626,112 | \$ 1,245,328 | \$ 331,037 | \$ 75,377 |
| R, O&M Actual \$ | 8,205,316 | \$ 4,084,413 | \$ 1,298,419 | | \$ 1,005 | \$ 1,447,323 | \$ 1,053,962 | \$ 280,167 | \$ 40,027 |
| Difference \$ | 1,274,322 | \$ 399,667 | \$ 406,031 | | \$ 12,249 | \$ 178,790 | \$ 191,366 | \$ 50,869 | \$ 35,350 |
| | UNDER | UNDER | UNDER | | UNDER | UNDER | UNDER | UNDER | UNDER |
| | 13.442728% UNDER BUDGET | | | | | | | | |

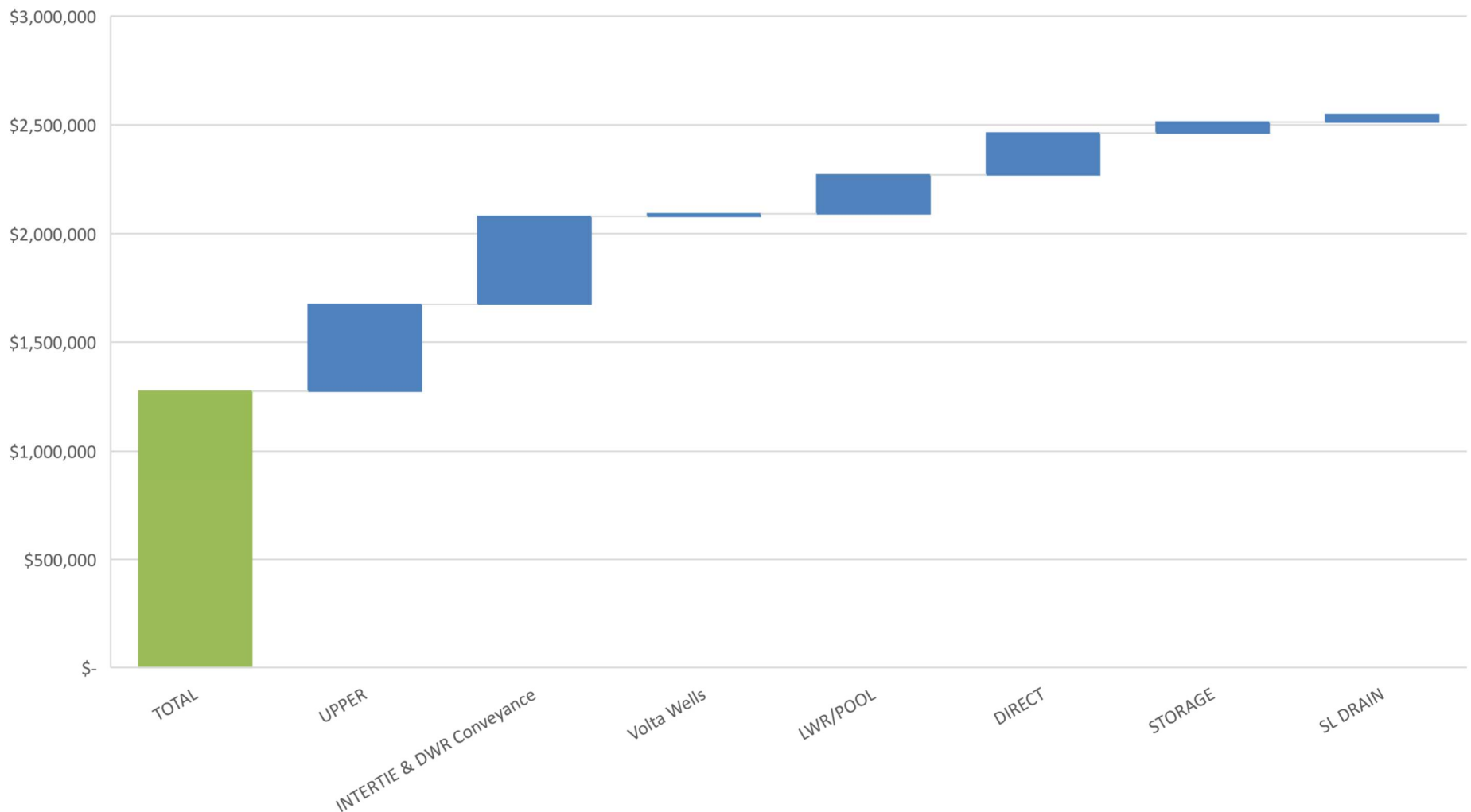
subject to rounding



]

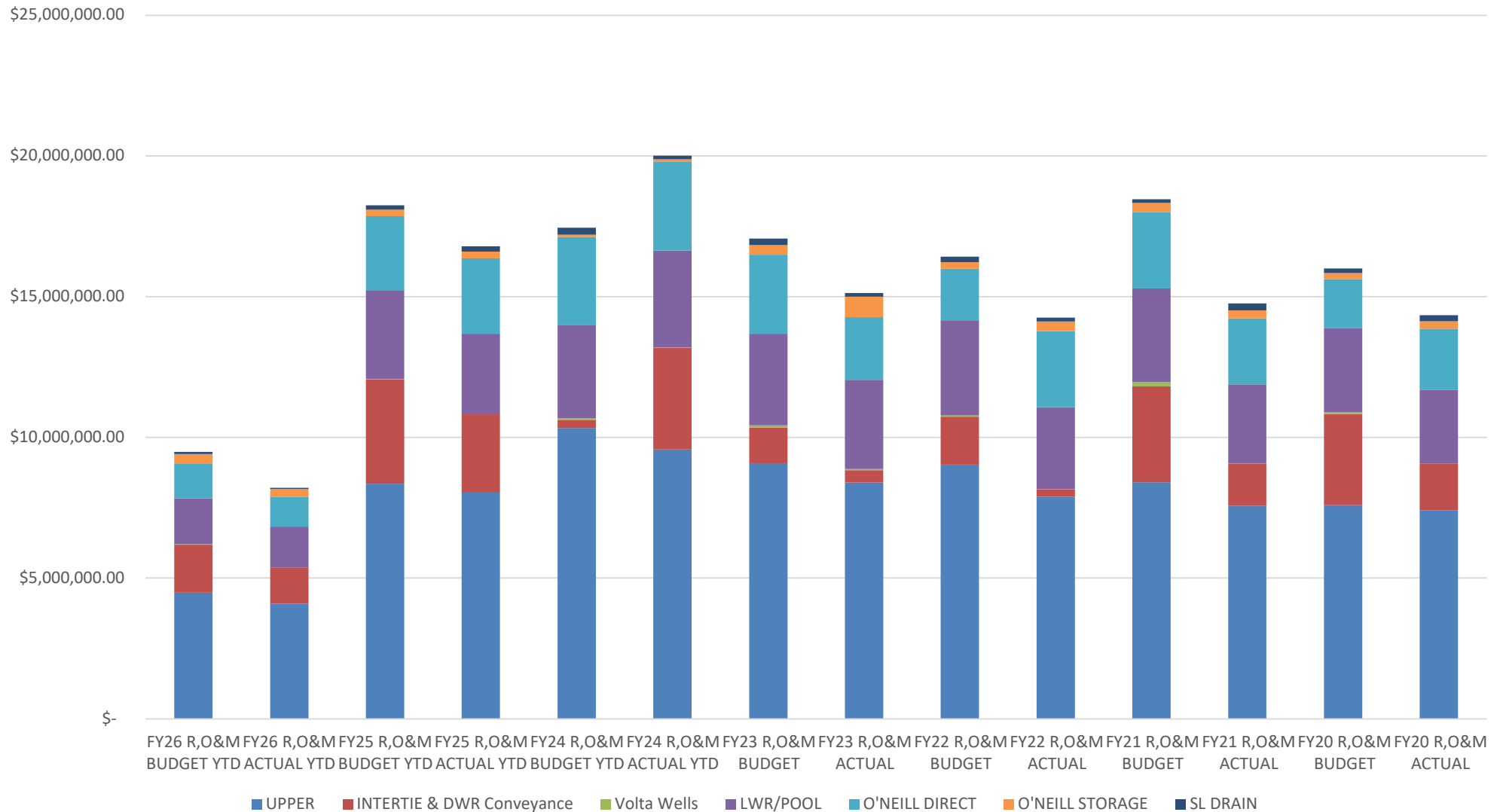
San Luis & Delta Mendota Water Authority
FY26 Budget to Actual Report through July 31, 2025
BUDGET VARIANCES
FAC 09/08/2025 BOD 09/11/2025

■ Increase ■ Decrease ■ Total



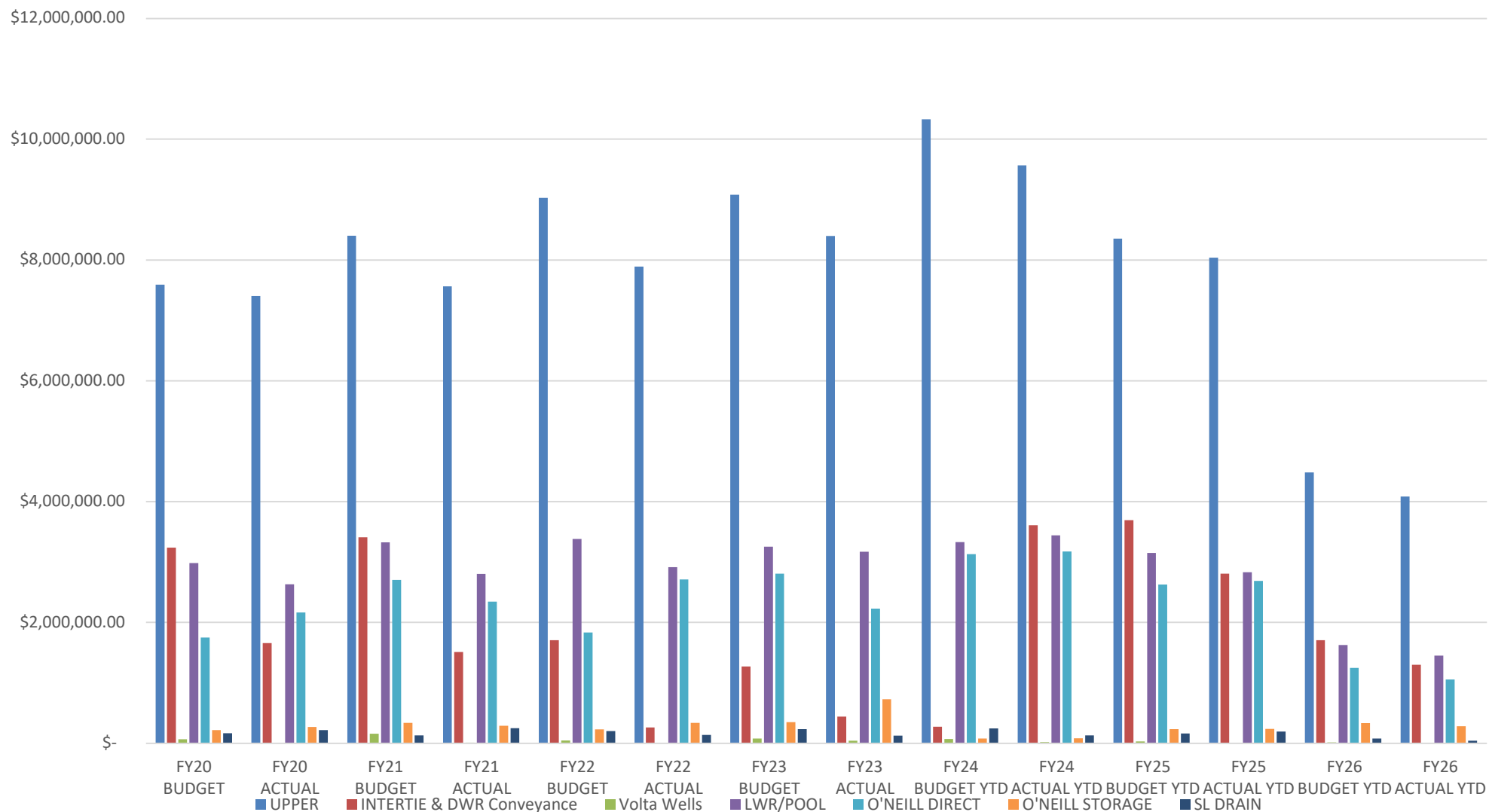


San Luis and Delta-Mendota Water Authority
O&M Budget to Actual -Stacked
FY20-F26 YTD (07/31/2025)
FAC 09/08/2025 BOD 09/11/2025



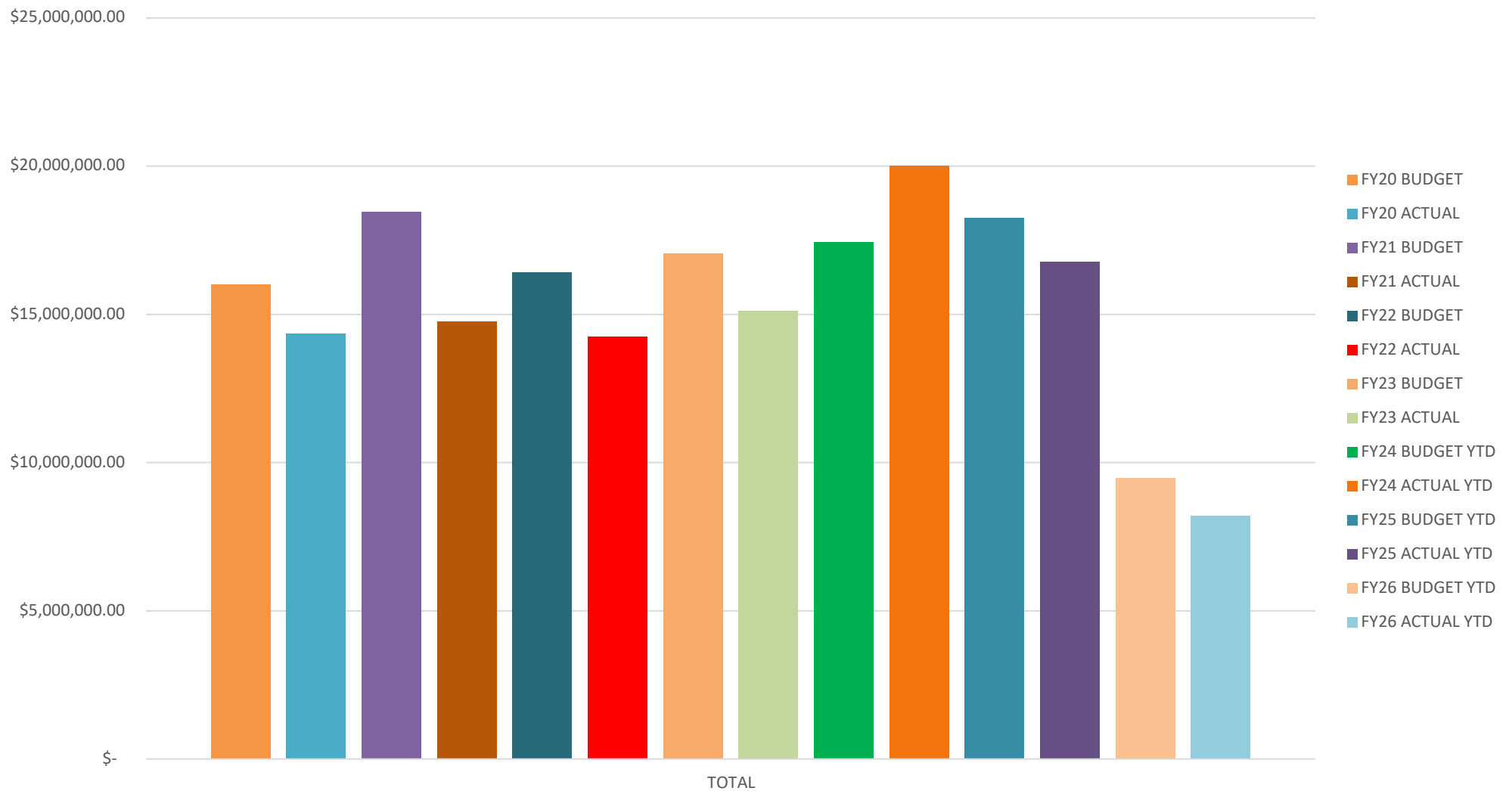


San Luis and Delta-Mendota Water Authority
O&M Budget to Actual-Side by Side
FY20-FY26 YTD (07/31/2025)
FAC 09/08/2025 BOD 09/11/2025





San Luis and Delta-Mendota Water Authority
HISTORICAL O&M BUDGET TO ACTUAL TOTAL
FY20-FY26 YTD (07/31/2025)
FAC 09/08/2025 BOD 09/11/2025
Total By Year



San Luis & Delta-Mendota Water Authority
DMC without CIP / E O&M
Budget to Actual Paid/Pending Comparison Summary
March 1, 2025 through July 31, 2025
FAC 09/08/25 & BOD 09/11/25

| | | FY Budget 3/1/25 - 2/28/26 | | Actual To Date Paid/Pending | | % of Budget | Notes | Budget Amount Remaining |
|---------------------------------------|---------|-------------------------------|---|--------------------------------|--|----------------|-------|----------------------------|
| Operate & Maintain DMC | S/F 02 | 6,206,891 | | 2,415,373 | | 38.91% | | 3,791,519 |
| Operate & Maintain Wasteways | S/F 04 | 90,136 | | 38,351 | | 42.55% | | 51,785 |
| Mendota Pool | S/F 05 | 141,406 | | 88,425 | | 62.53% | | 52,980 |
| Operate & Maintain JPP | S/F 11 | 3,287,271 | | 1,328,249 | | 40.41% | | 1,959,021 |
| Intertie Maintenance | S/F 12 | 397,958 | A | 134,466 | | 33.79% | | 263,492 |
| Volta Wells Pumping | S/F 13 | 21,633 | | 702 | | 3.24% | | 20,931 |
| Operate & Maintain O'Neill | S/F 19 | 2,391,665 | | 960,813 | | 40.17% | | 1,430,852 |
| Maintain Tracy Fish Facility | USBR 30 | 389,372 | | 8,350 | | 2.14% | | 381,022 |
| Operate & Maintain San Luis Drain | S/F 41 | 117,534 | | 27,967 | | 23.79% | | 89,567 |
| Maintain Delta Cross Channel | USBR 44 | 10,187 | | 6,154 | | 60.41% | | 4,032 |
| WAPA | USBR 45 | - | | 405 | | 0.00% | | - |
| Safety Equipment Training | 50 | 112,238 | | 42,006 | | 37.43% | | 70,233 |
| IT Expense | 51 | 984,268 | | 323,121 | | 32.83% | | 661,147 |
| Warehousing | 52 | 204,468 | | 30,503 | | 14.92% | | 173,966 |
| SCADA | 53 | 487,506 | | 178,520 | | 36.62% | | 308,986 |
| Tracy Field Office Expense | 54 | 503,136 | | 193,704 | | 38.50% | | 309,432 |
| Direct Administrative/General Expense | 56 | 1,798,284 | | 137,302 | | 7.64% | | 1,660,982 |
| Indirect O & M LBAO Admin. | 58 | 2,714,004 | | 1,015,460 | | 37.42% | | 1,698,544 |
| | | | | | | | | |
| TOTAL | | 19,857,957 | | 6,929,871 | | 34.90% | | 12,928,491 |
| | | | | | | | | |
| Total from Self-Funding - page 2 | | 19,231,706 | | 6,906,896 | | 35.91% | | 12,324,810 |
| Total from USBR - page 3 | | 626,251 | | 21,001 | | 3.35% | | 605,654 |
| Total from Special Projects - page 4 | | - | | 1,974 | | | | (1,974) |
| Totals | | 19,857,957 | | 6,929,871 | | | | 12,928,490 |
| | | | | | | | | |
| YTD % | | | | 41.67% | | | | |

A. Does NOT include DWR Wheeling
-

San Luis & Delta-Mendota Water Authority

Self-Funding Portion of DMC

Budget to Actual Paid/Pending Comparison Summary

March 1, 2025 through July 31, 2025

FAC 09/08/25 & BOD 09/11/25

| | | FY Budget 3/1/25 - 2/28/26 | | Actual To Date Paid/Pending | | % of Budget | | Budget Amount Remaining |
|---------------------------------------|----|-------------------------------|---|--------------------------------|--|-------------|--|----------------------------|
| Operate & Maintain DMC | 02 | 6,206,891 | | 2,415,373 | | 38.91% | | 3,791,518 |
| Operate & Maintain Wasteways | 04 | 90,136 | | 38,351 | | 42.55% | | 51,785 |
| Mendota Pool | 05 | 141,406 | | 88,425 | | 62.53% | | 52,980 |
| Operate & Maintain JPP | 11 | 3,287,271 | | 1,328,249 | | 40.41% | | 1,959,021 |
| Intertie Maintenance | 12 | 397,958 | A | 134,466 | | 33.79% | | 263,492 |
| Volta Wells Pumping | 13 | 21,633 | | 702 | | 3.24% | | 20,931 |
| Operate & Maintain O'Neill | 19 | 2,391,665 | | 960,812 | | 40.17% | | 1,430,853 |
| Operate & Maintain San Luis Drain | 41 | 117,534 | | 27,967 | | 23.79% | | 89,567 |
| Total Direct O & M | | 12,654,493 | | 4,994,345 | | 39.47% | | 7,660,148 |
| Safety Equipment Training | 50 | 108,499 | | 41,829 | | 38.55% | | 66,669 |
| IT Expense | 51 | 951,475 | | 321,764 | | 33.82% | | 629,710 |
| Warehousing | 52 | 197,656 | | 30,375 | | 15.37% | | 167,281 |
| SCADA | 53 | 471,263 | | 177,770 | | 37.72% | | 293,493 |
| Tracy Field Office Expense | 54 | 486,372 | | 192,891 | | 39.66% | | 293,482 |
| Direct Administrative/General Expense | 56 | 1,738,369 | | 136,725 | | 7.87% | | 1,601,643 |
| Indirect O & M LBAO Admin. | 58 | 2,623,579 | | 1,011,197 | | 38.54% | | 1,612,382 |
| Total Indirect Allocated to O & M | | 6,577,212 | | 1,912,551 | | 29.08% | | 4,664,660 |
| Total SLDMWA O&M | | 19,231,705 | | 6,906,896 | | 35.91% | | 12,324,808 |

A. Does NOT include DWR Wheeling

San Luis & Delta-Mendota Water Authority

USBR Service Agreement portion of DMC

Budget to Actual Paid/Pending Comparison Summary

March 1, 2025 through July 31, 2025

FAC 09/08/25 & BOD 09/11/25

| | | FY Budget 3/1/25 - 2/28/26 | | Actual To Date Paid/Pending | | % of Budget | | Budget Amount Remaining |
|--|----|-------------------------------|--|--------------------------------|--|-------------|--|----------------------------|
| Maintain Tracy Fish Facility | 30 | 389,372 | | 8,350 | | 2.14% | | 381,022 |
| Maintain Fish Release Site | 32 | - | | - | | 0.00% | | - |
| Operate & Maintain Tracy USBR | 33 | - | | - | | 0.00% | | - |
| Maintain Delta Cross Channel | 44 | 10,187 | | 6,154 | | 60.41% | | 4,032 |
| WAPA | 45 | - | | 405 | | 0.00% | | - |
| Total Direct USBR Facilities | | 399,559 | | 14,909 | | 3.73% | | 385,054 |
| | | | | | | | | |
| Safety Equipment Training | 50 | 3,740 | | 133 | | 3.56% | | 3,606 |
| IT Expense | 51 | 32,794 | | 1,025 | | 3.13% | | 31,769 |
| Warehousing | 52 | 6,812 | | 97 | | 1.42% | | 6,716 |
| SCADA | 53 | 16,243 | | 566 | | 3.49% | | 15,676 |
| Tracy Field Office Expense | 54 | 16,763 | | 614 | | 3.67% | | 16,149 |
| Direct Administrative/General Expense | 56 | 59,915 | | 436 | | 0.73% | | 59,479 |
| Indirect O & M LBAO Admin. | 58 | 90,425 | | 3,221 | | 3.56% | | 87,204 |
| Total Indirect Allocated USBR Facilities | | 226,692 | | 6,092 | | 2.69% | | 220,600 |
| | | | | 21,001 | | | | |
| TOTAL USBR FACILITIES | | 626,251 | | 21,001 | | 3.35% | | 605,654 |

San Luis & Delta-Mendota Water Authority

DMC Indirect Cost Allocated to Special Projects

March 1, 2025 through July 31, 2025

FAC 09/08/25 & BOD 09/11/25

| | | | Allocated To Date | | | |
|--|----|--|-------------------|--|--|--|
| Safety Equipment Training | 50 | | 43 | | | |
| IT Expense | 51 | | 332 | | | |
| Warehousing | 52 | | 31 | | | |
| SCADA | 53 | | 184 | | | |
| Tracy Field Office Expense | 54 | | 199 | | | |
| Direct Administrative/General Expense | 56 | | 141 | | | |
| Indirect O & M LBAO Admin. | 58 | | 1,044 | | | |
| Total Indirect Allocated to SPECIAL PROJECTS | | | 1,974 | | | |
| TOTAL INDIRECT ALLOCATED TO SPECIAL PROJECTS | | | 1,974 | | | |

San Luis & Delta-Mendota Water Authority
DMC WITH CIP / E O & M
Budget to Actual Paid/Pending Comparison Summary
March 1, 2025 through July 31, 2025
FAC 09/08/25 & BOD 09/11/25

| | | FY Budget 3/1/25 - 2/28/26 | Actual To Date Paid/Pending | % of Budget | Notes | Budget Amount Remaining |
|--|--------------------|---------------------------------------|--|------------------------|--------------|------------------------------------|
| Capital Improvement Projects | CIP 25 | 30,838,742 | 711,620 | 2.31% | | 30,127,122 |
| Extra Ordinary O&M | EO&M 26 | 8,546,501 | 3,151,480 | 36.87% | | 5,395,022 |
| Participatory Grants | PAT 45 | - | - | 0.00% | | - |
| Operate & Maintain DMC | S/F 02 | 6,206,891 | 2,415,373 | 38.91% | | 3,791,519 |
| Operate & Maintain Wasteways | S/F 04 | 90,136 | 38,351 | 42.55% | | 51,785 |
| Mendota Pool | S/F 05 | 141,406 | 88,425 | 62.53% | | 52,980 |
| Operate & Maintain JPP | S/F 11 | 3,287,271 | 1,328,249 | 40.41% | | 1,959,021 |
| Intertie Maintenance | S/F 12 | 397,958 | 134,466 | 33.79% | | 263,492 |
| Volta Wells Pumping | S/F 13 | 21,633 | 702 | 3.24% | | 20,931 |
| Operate & Maintain O'Neill | S/F 19 | 2,391,665 | 960,813 | 40.17% | | 1,430,852 |
| Maintain Tracy Fish Facility | USBR 30 | 389,372 | 8,350 | 2.14% | | 381,022 |
| Operate & Maintain San Luis Drain | S/F 41 | 117,534 | 27,967 | 23.79% | | 89,567 |
| Maintain Delta Cross Channel | USBR 44 | 10,187 | 6,154 | 60.41% | | 4,032 |
| WAPA | USBR 45 | - | 405 | 0.00% | | - |
| Safety Equipment Training | 50 | 132,088 | 50,246 | 38.04% | | 81,842 |
| IT Expense | 51 | 1,158,337 | 386,505 | 33.37% | | 771,832 |
| Warehousing | 52 | 240,629 | 36,486 | 15.16% | | 204,143 |
| SCADA | 53 | 573,721 | 213,539 | 37.22% | | 360,183 |
| Tracy Field Office Expense | 54 | 592,116 | 231,701 | 39.13% | | 360,414 |
| Direct Administrative/General Expense | 56 | 2,116,312 | 164,235 | 7.76% | | 1,952,077 |
| Indirect O & M LBAO Admin. | 58 | 3,193,978 | 1,214,656 | 38.03% | | 1,979,322 |
| TOTAL | | 60,446,476 | 11,169,722 | 18.48% | | 49,277,158 |
| Total from Self-Funding - page 2 | | 19,231,706 | 6,906,896 | | | 12,324,810 |
| Total from USBR - page 3 | | 626,251 | 21,001 | 3.35% | | 605,654 |
| Total from Special Projects - page 4 | | - | 1,974 | | | (1,974) |
| Total from EO&M | | 40,588,519 | 4,239,851 | 10.45% | | 36,348,668 |
| Totals | | 60,446,476 | 11,169,722 | | | 49,277,158 |
| YTD % | | 41.67% | | | | |

A Does NOT include DWR Wheeling

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 July 31, 2025

FAC 09/08/25 & BOD 09/11/25

| | | 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 | 2,415,372 | 38.31% | 880,115 | 3,295,488 * |
| Operate & Maintain Wasteways | S/F 04 | 38,351 | 0.72% | 16,546 | 54,896 * |
| Mendota Pool | S/F 05 | 88,425 | 1.66% | 38,181 | 126,607 * |
| Operate & Maintain Jones Pumping Pl | S/F 11 | 1,328,249 | 23.16% | 532,164 | 1,860,413 * |
| Intertie Maintenance | S/F 12 | 134,466 | 2.61% | 59,865 | 194,331 * |
| Intertie DWR Conveyance | S/F 12 | 1,298,419 | 0.00% | - | 1,298,419 * |
| Volta Wells Pumping | S/F 13 | 702 | 0.01% | 303 | 1,005 * |
| Operate & Maintain O'Neill | S/F 19 | 960,813 | 16.25% | 373,316 | 1,334,129 * |
| Maintain Tracy Fish Facility | USBR 30 | 8,350 | 0.15% | 3,412 | 11,762 |
| Operate & Maintain San Luis Drain | S/F 41 | 27,967 | 0.52% | 12,061 | 40,027 * |
| Maintain Delta Cross Channel | USBR 44 | 6,154 | 0.11% | 2,497 | 8,651 |
| WAPA | 45 | 405 | 0.01% | 183 | 587 |
| CIP | 25 | 711,620 | 4.63% | 106,477 | 818,098 |
| EO&M & Scada Project | 26 | 3,151,480 | 11.76% | 270,273 | 3,421,753 |
| SPECIAL PROJECTS | XX | | 0.09% | 1,974 | 1,974 |
| | | | | 2,297,367 | 12,468,140 |
| | | | 100.0% | | |
| Safety Equipment Training | 50 | 50,246 | | | |
| IT Expense | 51 | 386,505 | | | |
| Warehousing | 52 | 36,486 | | | |
| Scada | 53 | 213,539 | | | |
| Tracy Field Office Expense | 54 | 231,701 | | | |
| Direct Administrative/General Expense | 56 | 164,235 | | | (4,239,850) less CIP&EO&M |
| Indirect O & M LBAO Admin. | 58 | 1,214,655 | | | (20,413) less USBR Facilities |
| Total Indirect to be Allocated | | | 2,297,367 | | (1,974) less Special Projects |
| | | | | | |
| TOTAL | | 12,468,140 | | | 8,205,902 *SLDMWA O&M Costs |
| | | includes intertie DWR conveyance | | | |

San Luis & Delta-Mendota Water Authority
CIP / EO&M / PAT Grants
Budget to Actual Paid/Pending Comparison Summary
March 1, 2025 through July 31, 2025

FAC 09/08/25 & BOD 09/11/25

| | | | FY Budget 3/1/25 - 2/28/26 | Actual To Date Paid/Pending | % of Budget | Notes | Budget Amount Remaining |
|--|-----|----|-------------------------------|--------------------------------|---------------|-------|----------------------------|
| CIP-Unit Rewind | 25 | F4 | - | 3,000 | 0.00% | | (3,000) |
| CIP OPP Rotor & Stator Rewind Design (All Units) | 25 | F5 | 593,781 | - | 0.00% | | 593,781 |
| CIP JPP Exc System & Control Modernization Ph 3 | 25 | F9 | 5,799,287 | 171,533 | 2.96% | | 5,627,754 |
| CIP-DMC Subsidence Correction Project | 25 | I3 | 11,686,645 | 507,467 | 4.34% | | 11,179,178 |
| CIP ONP Pump Bowl Replacement | 25 | J2 | 8,281,850 | 29,620 | 0.36% | | 8,252,231 |
| CIP Floating Solar Project - 5 Year Pilot Study | 25 | P3 | 4,477,179 | - | 0.00% | | 4,477,179 |
| Replacement Computer/Network Comm. Equip | D0 | | 436,027 | 69,182 | 15.87% | | 366,844 |
| Replacement Vehicles | D1 | | 550,950 | 363,415 | 65.96% | | 187,536 |
| Purchase New Heavy Equipment | D2 | | 78,209 | 112 | 0.14% | | 78,097 |
| All Facility Infrastructure Replacement | D3 | | 249,293 | 15,343 | 6.15% | | 233,950 |
| SCADA Replacement & Modernization Program | D4 | | 272,625 | 21,707 | 7.96% | | 250,918 |
| DMC O&M Road Maintenance Program | E6 | | 582,159 | 17,253 | 2.96% | | 564,906 |
| Main Transformer Rehabilitation | G3 | | 1,800,000 | 794,995 | 44.17% | | 1,005,005 |
| DMC Subsidence Correction Project | I3 | 26 | | 291,834 | 0.00% | | (291,834) |
| Unit Rewind | F4 | 26 | | 169,671 | 0.00% | | (169,671) |
| DMC Turnout Flowmeter Upgrade-Phase 2 | I6 | | | 5 | 0.00% | | (5) |
| JPP Purchase Wear Rings for Pumps | J1 | | | 4,917 | 0.00% | | (4,917) |
| JPP Concrete Slab by Trashrake Dumpster | K1 | | - | 562,265 | 0.00% | | (562,265) |
| ONP Cooling Water System Rehabilitation Design | L0 | | | 133,164 | 0.00% | | (133,164) |
| Electric Vehicle Charging Station | L1 | | | 44,002 | 0.00% | | (44,002) |
| ONP Sand Filter System Rehabilitation Design | L2 | | | 2,605 | 0.00% | | (2,605) |
| EO&M Program Management Services | L6 | | 811,170 | 188,892 | 23.29% | | 622,278 |
| Warehouse Building Design & Construction | M0 | | 779,523 | 3,041 | 0.39% | | 776,482 |
| Rehab Coating on Pump Casing | M1 | | | 223 | 0.00% | | (223) |
| Unit Valve Replacement | M10 | | | 673 | 0.00% | | (673) |
| O&M Road Repair (Full Depth Rehab) | M11 | | | 26,394 | 0.00% | | (26,394) |
| Machine Shop Crane Rehab | M5 | | | 148 | 0.00% | | (148) |
| Motor Protect Relay Replace | M6 | | | 3,629 | 0.00% | | (3,629) |
| Siphon Breaker Comm Upgrades | M7 | | | 23,491 | 0.00% | | (23,491) |
| Trashrake Controls Modern | M8 | | | 12,093 | 0.00% | | (12,093) |
| DCI U1 & U2 Restoration and Plant Electrical Upgrade | Q1 | | 1,127,479 | 212,997 | 18.89% | | 914,482 |
| OPP U5 Unplanned Shaft and Pump Repairs | Q2 | | | 178,955 | 0.00% | | (178,955) |
| JPP U5 Leak Investigation & Repair | Q4 | | 1,859,066 | 10,474 | 0.56% | | 1,848,592 |
| Total Direct CIP/EO&M/PAT | | | 39,385,243 | 3,863,100 | 9.81% | | 35,522,143 |
| Safety Equipment Training | 50 | | 19,849 | 8,240 | 41.51% | | 11,610 |
| IT Expense | 51 | | 174,069 | 63,384 | 36.41% | | 110,685 |
| Warehousing | 52 | | 36,160 | 5,983 | 16.55% | | 30,177 |
| SCADA | 53 | | 86,216 | 35,019 | 40.62% | | 51,197 |
| Tracy Field Office Expense | 54 | | 88,980 | 37,997 | 42.70% | | 50,983 |
| Direct Administrative/General Expense | 56 | | 318,028 | 26,933 | 8.47% | | 291,095 |
| Indirect O & M LBAO Admin. | 58 | | 479,974 | 199,195 | 41.50% | | 280,779 |
| Total Indirect Allocated to CIP/EO&M/PAT | | | 1,203,276 | 376,751 | 31.31% | | 826,525 |
| Total CIP / EO&M / PAT | | | 40,588,519 | 4,239,851 | 10.45% | | 36,348,668 |



September 11, 2025

To: Pablo Arroyave, Chief Operating Officer

From: Bob Martin, Facilities O&M Director

Subject: O&M Report for August 2025

OPERATIONS DEPARTMENT

The C.W. "Bill" Jones Pumping Plant (JPP) operated with 3 to 5 units for the month of August. The average rate of pumping for the JPP was 4,162 cfs for the month.

Total pumping at the JPP for the month of August was 255,920 acre-feet. The O'Neill Pump/Generating Plant (OPP) generated 0 acre-feet, and pumped 74,223 acre-feet for the month of August. An amount of 25,135 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 for the month.

The Federal share in the San Luis Reservoir at the end of August was 242,951 acre-feet as compared to 416,043 acre-feet for the end of August 2024.

During the first 30 days of August, releases from Friant Dam ranged from 229 to 260 cfs with 0 acre-feet entering the Mendota Pool. Flows for the San Joaquin River Restoration Program (SJRRP) were 0 acre-feet for the month.

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 | 12.37 L | 13.27 R | 17.77 R |
| 19.15 R | 20.59 L | 24.38 L | 25.63 R |
| 26.21 R | 26.89 R | 30.43 R | 32.62 R |
| 33.90 R | 37.32 L | 40.39 R | 41.03 L |
| 42.50 R | 45.38 L | 47.37 R | 48.14 L |
| 49.56 R | 51.65 L | 52.40 L | 55.85 L |
| 66.06 L | 76.05 L | 81.80 R | 87.35 R |
| 90.57 L | 93.25 R1 | 93.25 R2 | 100.80 R |

- Maintenance and serviced flow meters at MP's

| | | | |
|----------|----------|----------|---------|
| 14.81 L | 17.59 L | 17.77 R | 18.05 L |
| 19.15 R | 19.18 L | 23.41 L | 23.81 L |
| 23.94 R | 25.02 L | 25.18 L | 25.65 L |
| 32.36 L | 33.07 R | 33.71 L | 36.01 L |
| 36.39 L | 36.68 L | 39.78 L | 43.22 L |
| 44.22 LA | 44.22 LB | 46.02 L | 46.19 R |
| 46.83 L | 48.14 L | 59.50 RA | 64.32 R |
| 93.25 R1 | 93.25 R2 | | |

- 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-JP-42 JPP sump maintenance
- C-25-JP-43 JPP Unit 4 wheel pit float
- C-25-JP-44 JPP Unit 4 inspect plumbing and air housing
- C-25-JP-45 JPP Unit 4 accumulator filter service
- C-25-JP-46 JPP Unit 2 inspect and clean brushes
- C-25-JP-47 JPP Unit 2 investigate overvoltage trip
- C-25-JP-47A JPP Unit 2 investigate overvoltage trip
- C-25-DM-48 DMC replace turnout gate MP 42.68 L
- C-25-DM-49 DMC replace turnout gate MP 19.18 L
- C-25-JP-50 JPP Unit 2 investigate overvoltage trip
- C-25-JP-51 JPP troubleshoot tie breaker close failure

Jones Pumping Plant (JPP)

Electrical/C&I Maintenance Crews:

- JPP Unit 2 investigation and repair of 59 relay trip
- JPP Unit 4 annunciation points verification to CCA and SCADA A/B consoles
- JPP Unit 4 troubleshoot and repair wheel pit float switch alarm
- Checked file settings on tie breaker relays
- Repair receptacle that powers east discharge tube lower access sump pump

- Investigate annunciator alarm with no indication in the control room
- Troubleshoot and repair air wash circulating pump solenoid malfunction
- JPP troubleshoot and repair trash rack system fault trip
- JPP testing and investigation of station service battery leakage
- JPP station service battery room mini split AC unit installation
- JPP sewer system annual test and inspection 12-month PM
- JPP emergency lighting test and inspection 12-month PM
- JPP station service battery bank electrical test and inspection 1-month PM
- JPP controls and instrumentation test and inspection 1-month PM
- JPP switchyard controls and instrumentation test and inspection 1-month PM
- JPP emergency lighting system test and inspection 1-month PM

Mechanical Maintenance Crews:

- JPP Unit 2 troubleshoot and repair cooling water system trust tub line leak
- JPP Unit 4 BFV hydraulic block valve accumulator tank filter change
- JPP Unit 4 troubleshoot and repair cooling water strainer trip
- JPP Unit 4 oil and filter change in thrust tub, lower guide and pump bearing
- JPP Unit 5 prep work for upcoming impeller removal and wear ring replacement
- JPP BFV hydraulic system pump bearing reservoir breather installation
- JPP unit oil transfer, filtering, and centrifuge
- JPP troubleshoot and repair trash rake malfunction
- Replaced WTP water supply line pipe and fittings leading to JPP
- Sandblast building gantry crane 12-month PM
- Screw conveyor/bucket elevator 12-month PM
- Blast room exhaust fan 12-month PM
- Paint room exhaust fan #1 12-month PM
- Abrasive cleaner manufacturer 12-month PM
- JPP unit discharge tube unwatering system 12-month PM
- JPP butterfly hydraulic system air compressor #1 12-month PM
- JPP butterfly hydraulic system air compressor #2 12-month PM
- JPP industrial water pump #1 12-month PM
- JPP industrial water pump #2 12-month PM
- JPP low pressure air compressor #1 6-month PM
- JPP low pressure air compressor #2 6-month PM
- JPP shop doors 12-month PM
- JPP sewer system 12-month PM
- JPP industrial water strainer 12-month PM
- JPP hazardous materials inventory 12-month PM
- Vehicle #8047 safety inspection 12-month PM
- Vehicle #8061 safety inspection 12-month PM
- Vehicle #8134 safety inspection 12-month PM
- Vehicle #8167 safety inspection 12-month PM
- JPP monorail traveling gripper rake 1-month PM
- JPP air wash unit 1-month PM
- JPP 100/20-ton gantry crane trolley hoist 1-month PM
- JPP 21-ton Moffett bridge crane 1-month PM
- JPP shop organization 1-month PM
- Organize metal yard and storage area behind JPP

Civil Maintenance Crews:

- JPP trash rack cleaning assistance

O'Neill Pumping/Generating Plant (OPP)

Electrical/C&I Maintenance Crews:

- OPP Unit 4 nose cone leak investigation and unit disassembly
- OPP Unit 4 protective relay updates per USBR recommendations
- OPP SCADA system troubleshoot and repair main PLC E89 error
- Troubleshoot Tracy annunciator panel alarm failures from OPP and JPP
- OPP compressed air HP test and inspection 1-month PM
- OPP emergency lighting test and inspection 1-month PM
- OPP station service dry transformer test and inspection 1-month PM
- OPP compressed air systems LP test and inspection 1-month PM
- OPP annunciator panels test and inspection 1-month PM
- OPP ½ ton chain hoist crane test and inspection 1-month PM
- OPP cathodic protection system anode rectifier test and inspection 1-month PM
- OPP north/south security gate test and inspections 1-month PM
- Replaced VWW control panel push buttons

Mechanical Maintenance Crews:

- OPP Unit 4 nose cone leak investigation and unit disassembly
- OPP welding booth rebuild project

Civil Maintenance Crews:

- Hauled Genie for OPP Unit 4 disassembly
- Assisted with OPP Unit 4 disassembly

DMC/CA Intertie Pumping Plant (DCI)

Electrical/C&I Maintenance Crews:

- DCI Unit 3 air vent valve leak investigation
- DCI Unit 4 investigate and repair discharge system valve malfunction
- DCI controls and instrumentation supervisory 1-month PM

Mechanical Maintenance Crews:

- DCI Unit 3 investigate air vent valve leak
- DCI Unit 4 investigate and repair discharge system valve malfunction

Civil Maintenance Crews:

- Rodent control

Delta-Mendota Canal (DMC)

Electrical/C&I Maintenance Crews:

- LBFO test and inspect main gate controller

Mechanical Maintenance Crews:

- None to report

Civil Maintenance Crews:

- Chemical weed control at MP 3.49 to 5.60, 57.95 to 62.09
- Mechanical weed control at MP 80.34 to 96.61, and WAPA yard
- DMC trash collection at MP 65.89, 78.02, and Ck 12

- Remove silt and debris from turnout at MP19.18, 42.68
- Replace turnout gates at MP 19.18 and 42.68
- Fabricate steps at MP 81.08
- Clean drain inlets from MP 17.55, 37.28, 39.81, 43.24, and 46.84
- Raise meter well box at MP 31.31
- DMC road grading from MP 48.96 to 57.95
- SLD road grading from MP 129.01 to 127.05
- DMC road repair from MP 88.13 to 96.61
- DMC rodent control from MP 25.95 to 55.60 and 57.95 to 74.40
- DMC Chip Seal prep from MP 96.81 to 96.88
- Fabricate hand rails at MP's 50.60, 51.41, 55.95, 78.56 and Ck 12
- Paint new guard rails installed at MP 82.31
- Flow meter maintenance at MP 115.90
- DMC erosion control at MP 97.68 to 100.85
- Graffiti removal and painting of Check 11 block house
- Office remodel at LBAO
- Forklift training
- Clean TFO gutters of weeds and debris
- Numerous vehicle oil changes and minor repairs

Tracy Field Office

Electrical/C&I Maintenance Crews

- 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
- Tracy annunciator troubleshoot panel alarm failures from OPP and JPP
- Update lighting fixtures in Sand Blast Building and in the paint booth
- EV Charging Station install breakers, conduit and pull wire

Mechanical Maintenance Crews:

- TFO car wash water recycling unit pump installation
- TFO water treatment plant chlorine tank float gauge installation
- Repaired broken water line in front of the warehouse in the WAPA yard

Civil Maintenance Crews:

- EV Charging Station construct frame and cover

Other Activities:

- JPIA Respirator Certification Training
- August Quarterly Safety Meeting

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

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
- WTP distribution flowmeter replacement
- OPP spare shaft sleeve recoating
- TFO EV charging station construction support
- DCI penstock air vent valve rehab and spare
- Spill Prevention, Control and Countermeasure (SPCC) Plan update
- OPP generator disconnect switch research
- DCI penstock inspection planning
- DCI and OPP cathodic protection system annual survey planning
- OPP cathodic protection system investigation
- OPP Unit 4 disassembly, rehab, and reassembly
- TFO car wash installation/design
- JPP unwatering pump replacement preparation
- LBFO vehicle lift upgrade
- OPP 65-ton crane repair support
- Ramp test equipment upgrade support

Land Management Activity Summary

The Engineering staff issued six (6) access permits this month:

- Access Permit P2604016 issued to Westside Huling Association to temporarily stockpile Almonds during the field run on the Westley Wasteway right-of-way from MP 2.07-R to Milepost 3.33-R
- Access Permit P2602021 issued to City of Tracy to conduct an underwater survey of the canal liner using sonar as a pre-construction requirement supporting the expansion of the International Parkway bridge crossing at MP 9.29 on the Delta-Mendota Canal
- Access Permit P2602023 issued to Del Puerto Water District to landowner to draft water at MP 61.06-L from the Delta-Mendota Canal for livestock
- Access Permit P2602024 issued to Del Puerto Water District allowing Stanislaus County to draft water from the Delta-Mendota Canal at MP 45.75-R for dust control purposes at their facility on Fink Road
- Access Permit P2641024 issued to the City of Los Banos allowing a trucking route from MP 91.62-R to MP 94.76-R on the San Luis Drain in support of the City's upcoming project nearby
- Access Permit P2602025 issued to Del Puerto Water District allowing the adjacent landowner to perform maintenance on the motor at existing turnout located at MP 54.70-L on the Delta-Mendota Canal

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

- International Parkway Bridge replacement project
- PID New turnout MP 42.64-L
- Los Banos Electrical Transmission Line Crossing and Sewer Line Crossing SLD
- Nees Ave. Bridge replacement project
- Koster Road guard rail replacement and access road realignment
- Gas pipeline encroachment request near MP 62.09

Contract Updates

| Spec. No. | Title | Status |
|----------------|---|---|
| F23-LBFO-008 | NPDES Permit Consulting Services - Task 1 FY26 | Task Order 1 - FY26 executed 8/18, work scheduled to begin 9/1/25 |
| F26-LBFO-008 | NPDES Permit Consulting Services Master Agreement | Contract and Task Order 1 executed 8/18 |
| F23-OPP-015 | OPP Transformer Rehab Project | Change Order 3 executed 8/7, work ongoing |
| TBD | CP System Survey Blanket | Working with Charles, pending SoW |
| F26-ALL-009 | Procurement Support Services - Master Agreement | Agreement under review |
| F26-OPP-005 | OPP Warehouse Building Design | SLDMWA elects to non-advance the service |
| F25-JPP-007a-f | Excitation System - Master for 1 - 6 units | Per Unit / Agreement |
| F25-JPP-007a | Excitation System - Unit 1 | Contract executed 8/18, NTP scheduled 8/21 |
| F25-JPP-007b | Excitation System - Unit 4 | Contract executed 8/18, bonds and required documents will be requested in the future prior to NTP |
| F25-JPP-007c | Excitation System - Unit 2 | Contract executed 8/18, bonds and required documents will be requested in the future prior to NTP |
| F25-JPP-007d | Excitation System - Unit 3 | Contract executed 8/18, bonds and required documents will be requested in the future prior to NTP |
| F25-JPP-007e | Excitation System - Unit 5 | Contract executed 8/18, bonds and required documents will be requested in the future prior to NTP |
| F25-JPP-007f | Excitation System - Unit 6 | Contract executed 8/18, bonds and required documents will be requested in the future prior to NTP |
| F26-DCI-004 | DCI U1 & U2 Motor Control Centers Replacement and Commissioning Service | Pending Redlines |
| F25-JPP-017 | JPP Road Rehabilitation Project | Work completed |
| F26-DMC-007 | DMC Road Maintenance Chip Seal (MP86.19-MP111.51) | Board approved 8/7, contract executed and work ongoing |
| F25-ALL-031 | Pentair Maintenance and Support Services - Master Agreement | Agreement redlines approved, pending signatures |
| F25-JPP-032 | JPP Wear Rings for Pumps | Product received; work completed |
| F25-ALL-031 | Pentair Maintenance and Support Services - Task Order 1 FY26 | Pending proposal |

SAFETY DEPARTMENT

The Safety Department worked on the following items this month: August 2025

- Issued Safety Training materials for the month of September to all staff members
- ACWA JPIA, Robin Flint conducted Respiratory Training to applicable staff members

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
- Completed FY25 Inventory report
- Coordinate and attended asset management meeting
- Attended Procurement webinar
- Reviewed of Delegation of Authority Documents provided feedback to legal
- Updated existing contract boilerplate templates
- Department staff attended Quarterly Safety Meeting
- Submitted first draft of FY27 Department budget
- Began cleanup and organization of warehouse mezzanine

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
 - Team Meeting to plan rollout
 - Legal Dept. meetings/discovery underway
- All Crafts Meeting to discuss status of various projects and open SOs
- Lenel Security System status to USBR
- Cyber Security training at Blackhat and Defcon
- Technical assistance to member agencies in securing public meetings in Zoom and Teams
- Added Darktrace large screen to monitor network in IT Office

General Network & Desktop Support:

- Desktop support per incident
- Prep new iPhones and iPads for MDM and deployment

Ongoing:

- Desktop/printer/peripheral
 - Upgrade of 5050 workstations to Win11 and re-deploy to various locations
 - Purchased new Surface Pro laptops for Executive staff
 - Image creation in progress
- 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
 - WA-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
 - Un-Wired 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
 - 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 Syphon 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
- OPP SCADA CTI PLC E89 errors, troubleshooting and repairs

Ongoing:

- Bi-weekly review of DCI plans for SCADA and remote annunciation
- New Un-Wired 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 U5 replaced by OPP staff
 - Rework of tags underway to SCADA
 - Vibration sensor testing for replacement of outdated sensors
 - Installing AT&T FirstNet to move SCADA data from OPP to Control Room and evaluate dropping Un-wired services
- 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 buildout panel backplate
 - C&I redlined and completed CCA panel
 - 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
 - Plant Mechanic
 - Accounting Manager
- Closed Recruitments
 - Maintenance Worker
 - Control Operator
 - Safety Officer
- Resume/Candidate Reviews
 - Safety Officer
 - Maintenance Workers
- Interviews
 - Control Operator
 - Mechanical Engineer
- Job Offers
 - Control Operator
 - Mechanical Engineer

Trainings:

- New Hire Orientation
- 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 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: Project planning began this month. Construction will take place in the spring. 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 \$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 at the end of September. Staff continued to manage the Professional Services Agreement with Sandis Engineering (executed Aug 2024) for utility locating and mapping services. The Design team is finalizing the review of the final draft utility mapping package provided by Sandis. Sandis is expected

EXTRAORDINARY O&M and CAPITAL PROJECTS

to finish the deliverables in the coming months. Sandis has also performed 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.
- 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 in July 2025 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 last month. Construction is scheduled to occur in September 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 last month with three bids received. The Water Authority executed the construction contract with the lowest bidder last month. With construction scheduled to occur in September 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 was executed this month. An advance funding request letter was sent to Reclamation to access the IJJA (formerly BIL) funds, with the first progress payment received last month. The preliminary schedule includes an eight month design process, six month fabrication process, and four months of site work for each unit. Completion of the contract is anticipated by the end of 2028.

JPP Wear Ring Purchase (FY22)

Status: Complete. The wear rings were delivered on August 5th, 2025.

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. Work is tentatively scheduled to occur April and May of 2026 during the low flow period.

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.

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.

EXTRAORDINARY O&M and CAPITAL PROJECTS

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 scheduled to be commissioned in October 2025. Change Order 3, a contract modification for the multi-outage approach, was executed August 7, 2025.

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 is anticipated to occur in September, with Phase 2 commencement anticipated early October pending board approval. 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 in July 2025.

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.

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.

EXTRAORDINARY O&M and CAPITAL PROJECTS

OPP Warehouse Building (Design & Construction)

Status: Staff decided to contract this work out, without the use of a consultant. Water Authority staff has engaged with Reclamation and received a confirmation e-mail from Reclamation acknowledging the conceptual drawings and project application (MP-620). Also, Reclamation confirmed that they are coordinating with their environmental team regarding NEPA/cultural review for the project. Staff will be developing an RFP for the design and construction of the warehouse.

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) which is scheduled for early September.

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, Synchronizing clock and Automatic Transfer Switch (ATS). Improvements to Annunciation, and Protective Relays are still in process. Fire Suppression Panel Replacement has been scheduled for November 12th to 14th. 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 Rexel to reschedule the installation in November & December of this year, which results in cost increase. Staff is engaging with the board to receive approval for the cost increase to the contract. A clearance request has been submitted to Operations (CVO) for November 17th to December 17th.

EXTRAORDINARY O&M and CAPITAL PROJECTS

MULTIPLE FACILITIES

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

Status: No activity this month. 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. The consultant has delivered a final 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

| | July-2025 | July-2024 |
|-----------------------------------|------------------|------------------|
| JONES PUMPING PLANT - PUMPED | 232,853 | 204,046 |
| DCI PLANT - PUMPED | 21,774 | 0 |
| DCI PLANT - RETURNED | 0 | 0 |
| O'NEILL P/G PLANT - PUMPED | 33,084 | 31,170 |
| O'NEILL P/G PLANT - GENERATED | 13,920 | 21,930 |
| DMC DELIVERIES | 63,468 | 61,540 |
| RIVER/WELL/RECYCLE WATER INTO DMC | 2,981 | 5,313 |
| MENDOTA POOL DELIVERIES | 122,774 | 128,365 |
| | | |
| SHASTA RESERVOIR STORAGE | 3,238,000 | 3,450,800 |
| SAN LUIS RESERVOIR STORAGE | 773,397 | 870,528 |
| FEDERAL SHARE | 293,468 | 499,288 |

| | July-2025 | July-2024 |
|----------------------------|------------------|------------------|
| *SAN LUIS UNIT DELIVERIES | 16,928 | 19,028 |
| SAN LUIS UNIT WELL WATER | 0 | 0 |
| SAN FELIPE UNIT DELIVERIES | 14,934 | 12,038 |

Jones Pumping Plant monthly average = 3,787 cfs



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

Date 8/18/25

| <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 | 232,853 | | | |
| Total Pumped @ DCI | (21,774) | | | |
| Total Reversed @ DCI | 0 | | | |
| City of Tracy | | 0 | 995 | 995 |
| Byron Bethany I.D. | | 614 | 2 | 616 |
| West Side I.D. | | 0 | 0 | 0 |
| Banta Carbona I.D. | | 429 | 0 | 429 |
| West Stanislaus I.D. | | 4,481 | 0 | 4,481 |
| Patterson I.D. | | 0 | 0 | 0 |
| Del Puerto W.D. | | 13,840 | 6 | 13,846 |
| Central California I.D. - above check #13 | | 2,864 | 0 | 2,864 |
| Santa Nella County W.D. | | 0 | 0 | 0 |
| Volta Wildlife Mgmt. Area (Fish & Wildlife) | | 299 | 0 | 299 |
| Fish & Wildlife (Volta) Santa Fe - Kesterson | | 0 | 0 | 0 |
| Grasslands W.D. (Volta) | | 20 | 0 | 20 |
| Total Pumped @ O'Neill PP | (33,084) | | | |
| Total Generated @ O'Neill PP | 13,920 | | | |
| Central California I.D. - below check #13 | | 27,665 | 0 | 27,665 |
| Grasslands W.D. (76.05-L) | | 2,270 | 0 | 2,270 |
| Fish & Game Los Banos Refuge (76.05-L) | | 385 | 0 | 385 |
| Fish & Wildlife Kesterson (76.05-L) | | 0 | 0 | 0 |
| Freitas Unit (76.05-L) | | 0 | 0 | 0 |
| Salt Slough Unit (76.05-L) | | 231 | 0 | 231 |
| China Island (76.05-L) | | 587 | 0 | 587 |
| San Luis W.D. - below check #13 | | 1,260 | 1 | 1,261 |
| Panoche W.D. | | 1,869 | 2 | 1,871 |
| Eagle Field W.D. | | 428 | 0 | 428 |
| Oro Loma W.D. | | 0 | 0 | 0 |
| Mercy Springs W.D. | | 0 | 0 | 0 |
| Firebaugh Canal W.D. (D.M.C.) | | 5,220 | 0 | 5,220 |
| River and Groundwater well pump-in | 1,348 | | | |
| North Valley Regional Recycled Water Program | 1,633 | | | |
| Change in Canal Storage | (73) | | | |
| Wasteway Flushing and Spill | 0 | | | |
| Total Available in Delta-Mendota Canal | 194,823 | | | |
| TOTAL DELIVERY FROM DELTA-MENDOTA CANAL | (63,468) | 62,462 | 1,006 | 63,468 |
| Theoretical DMC Delivery to Mendota Pool | 131,355 | | | |
| Total DMC Calculated Delivery to MP | 130,623 | | | |
| Estimated (Loss) or Gain in DMC | (732) | | | |
| Estimated % Loss or Gain in DMC | -0.29% | | | |



San Luis & Delta-Mendota Water Authority
Monthly Deliveries
July 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 | 130,623 | | | |
| Mendota Pool Groundwater Well Pump-In | 1,692 | | | |
| (+) SJRRP Releases into Mendota Pool | 167 | | | |
| (+) 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) | | 65,164 | 0 | 65,164 |
| Columbia Canal Company (CCC) | | 7,695 | 0 | 7,695 |
| Firebaugh Canal Water District (FCWD) | | 6,317 | 0 | 6,317 |
| San Luis Canal Company (SLCC) | | 27,667 | 0 | 27,667 |
| <u>Refuge:</u> | | | | |
| Conveyance Losses | | 602 | 0 | 602 |
| Calif Dept of F/G-LB Unit (CCID) | | 128 | 0 | 128 |
| Calif Dept of F/G-LB Unit (SLCC) | | 22 | 0 | 22 |
| Calif Dept of F/G-Salt Slough Unit (CCID) | | 77 | 0 | 77 |
| Calif Dept of F/G-China Island Unit (CCID) | | 196 | 0 | 196 |
| US Fish & Wildlife-San Luis Refuge (SLCC) | | 0 | 0 | 0 |
| US Fish & Wildlife-Freitas (CCID) | | 0 | 0 | 0 |
| US Fish & Wildlife-Kesterson (CCID) | | 0 | 0 | 0 |
| Grasslands WD (CCID) | | 737 | 0 | 737 |
| Grasslands WD (SLCC) | | 199 | 0 | 199 |
| Grasslands (Private) | | 20 | 0 | 20 |
| San Luis WD Conveyance (CCID) | | 184 | 0 | 184 |
| Del Puerto WD Conveyance (CCID) | | 0 | 0 | 0 |
| <u>San Joaquin River Restoration Project:</u> | | | | |
| SJRRP | | 0 | 0 | 0 |
| <u>Other: (see MP Operations Report)</u> | | 13,766 | 0 | 13,766 |
| <i>Total Available Water in Mendota Pool</i> | 132,482 | | | |
| TOTAL DELIVERY FROM MENDOTA POOL (122,774) | (122,774) | 122,774 | 0 | 122,774 |
| *Estimated (Loss) or Gain in Mendota Pool | (9,708) | | | |
| *Estimated % Loss or Gain in Mendota Pool | -7.33% | | | |
| Total System Delivery | (186,242) | | | |
| *Total Estimated System (Loss) or Gain (10,440) | (10,440) | | | |
| *Total Estimated % System Loss or Gain -4.15% | -4.15% | | | |

Special Notes:



Jones Pumping Plant
July - 2025

| Date | # OF UNITS | TIME ON/OFF | AVG DAILY CFS |
|-----------------------|------------|-------------|---------------|
| 1 | 5 | Continuous | 4210 |
| 2 | 5 | Continuous | 4207 |
| 3 | 5 | Continuous | 4206 |
| 4 | 5 | Continuous | 4182 |
| 5 | 5 | 5-1-5-1 | 2756 |
| 6 | 5 | 1-5 | 3556 |
| 7 | 5 | Continuous | 4281 |
| 8 | 5 | Continuous | 4271 |
| 9 | 5 | Continuous | 4309 |
| 10 | 5 | Continuous | 4313 |
| 11 | 5 | 5-4-5 | 4299 |
| 12 | 5 | Continuous | 4331 |
| 13 | 5 | 00:01 | 4280 |
| 14 | 5 | Continuous | 4311 |
| 15 | 5 | Continuous | 4319 |
| 16 | 5 | 5-4 | 3526 |
| 17 | 4 | 4-2 | 1913 |
| 18 | 2 | Continuous | 1902 |
| 19 | 2 | Continuous | 1886 |
| 20 | 4 | 2-4 | 3267 |
| 21 | 4 | 4-3 | 2608 |
| 22 | 3 | Continuous | 2611 |
| 23 | 5 | 3-5 | 4201 |
| 24 | 5 | Continuous | 4195 |
| 25 | 5 | Continuous | 4215 |
| 26 | 5 | Continuous | 4212 |
| 27 | 5 | Continuous | 4201 |
| 28 | 5 | Continuous | 4198 |
| 29 | 5 | Continuous | 4204 |
| 30 | 5 | Continuous | 4207 |
| 31 | 5 | Continuous | 4223 |
| AVG CFS for the month | | | 3787 |



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

Date: 8/7/25

| 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 | 16,485 | 17,608 | 1 | 0 | BBID | 1,123 | (56) | 1,067 | 1,920 |
| 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 | 56,874,389 | 56,876,275 | 1 | 0 | BCID | 0 | 0 | 0 | 0 |
| 20.42-L | 56,874,389 | 56,876,275 | 1 | 0 | USBR/FWA | 0 | 0 | 0 | 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 | 87,969 | 88,265 | 1 | 0 | WSTAN | 296 | (15) | 281 | 444 |
| 31.31-L2 | 87,969 | 88,265 | 1 | 0 | DPWD | 0 | 0 | 0 | 0 |
| 31.31-L3 | 87,969 | 88,265 | 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 | 761 | 761 | 0.94 | 0 | 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 | 8,081,270 | 8,081,270 | 1 | 0 | PID | 0 | 0 | 0 | 0 |
| 42.53-L | 8,081,270 | 8,081,270 | 1 | 0 | DPWD | 0 | 0 | 0 | 0 |
| 42.53-L | 8,081,270 | 8,081,270 | 1 | 0 | USBR/FWA | 0 | 0 | 0 | 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 | | | | | | | | 1,348 | 15,548 |



NON-PROJECT WATER CREDITS REPORT

(ALL FIGURES IN ACRE FEET)

July 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 | 840 | 0.94 | (2) | 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 | | | | | | | | 1,348 | 15,987 |
| | | | | | | | | | |
| 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: | | | | | | 296 | | 281 | 444 |
| Byron Bethany Irrigation District: | | | | | | 1,123 | | 1,067 | 1,920 |
| Patterson Irrigation District: | | | | | | 0 | | 0 | 0 |
| San Joaquin River Restoration Pump Back BCID: | | | | | | 0 | | 0 | 8,099 |
| San Joaquin River Restoration Pump Back PID: | | | | | | 0 | | 0 | 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: 8/5/25

| | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | TOTAL |
|-----------------------------------|--------------|-------|-------|-------|--------|--------|--------|-----|-----|-----|-----|-----|---------------|
| FRESNO SLOUGH | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | | | | 0 |
| TPUD | 0 | 0 | 22 | 0 | 0 | 15 | 25 | | | | | | 62 |
| JAMES I.D. | 1,033 | 2,260 | 45 | 1,192 | 3,960 | 7,003 | 7,030 | | | | | | 22,523 |
| WESTSIDE AGRICULTURE ₃ | 1,035 | 687 | 23 | 77 | 206 | 190 | 205 | | | | | | 2,423 |
| M.L. DUDLEY & INDART ₁ | 31 | 32 | 314 | 451 | 167 | 256 | 471 | | | | | | 1,722 |
| MID VALLEY (Kings River) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | | | | 0 |
| REC. DIST. 1606 | 0 | 0 | 0 | 0 | 75 | 19 | 54 | | | | | | 148 |
| STATE FISH & WILDLIFE | 1,674 | 874 | 245 | 849 | 1,443 | 860 | 1,250 | | | | | | 7,195 |
| TRACTION | 651 | 159 | 170 | 559 | 782 | 749 | 671 | | | | | | 3,741 |
| UNMETERED | 25 | 45 | 20 | 120 | 140 | 100 | 40 | | | | | | 490 |
| Total | 2,350 | 1,078 | 435 | 1,528 | 2,365 | 1,709 | 1,961 | | | | | | 11,426 |
| COELHO FAMILY TRUST ₂ | 160 | 116 | 328 | 834 | 952 | 775 | 804 | | | | | | 3,969 |
| TRANQUILITY I.D. | 0 | 1,081 | 1,378 | 2,363 | 4,033 | 3,723 | 3,106 | | | | | | 15,684 |
| WESTLANDS LATERAL-6 | 0 | 0 | 0 | 0 | 138 | 0 | 0 | | | | | | 138 |
| WESTLANDS LATERAL-7 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | | | | 0 |
| CARVALHO TRUST | 0 | 15 | 40 | 89 | 134 | 122 | 110 | | | | | | 510 |
| TOTAL | 4,609 | 5,269 | 2,585 | 6,534 | 12,030 | 13,812 | 13,766 | 0 | 0 | 0 | 0 | 0 | 58,605 |

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 130,623 AF

James Bypass Flows 0 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: 8/5/2025

| | 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 | 0 | | | | | | 3,717 |
| M.L. DUDLEY & INDART ² | 0 | 37 | 13 | 0 | 557 | 530 | 319 | | | | | | 1,456 |
| FORDEL | 0 | 505 | 511 | 440 | 428 | 372 | 412 | | | | | | 2,668 |
| COELHO WEST | 0 | 0 | 47 | 76 | 314 | 262 | 284 | | | | | | 983 |
| CASACA VINYARDS | 0 | 0 | 46 | 185 | 180 | 89 | 82 | | | | | | 582 |
| DPF | 0 | 0 | 0 | 0 | 0 | 0 | 42 | | | | | | 42 |
| SOLO MIO | 0 | 0 | 14 | 75 | 80 | 90 | 59 | | | | | | 318 |
| BAKER FARMS | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | | | | 0 |
| FARMERS W.D. | 0 | 0 | 184 | 973 | 991 | 0 | 0 | | | | | | 2,148 |
| WESTSIDE AGRICULTURE ³ | 0 | 0 | 28 | 104 | 189 | 236 | 166 | | | | | | 723 |
| WESTSIDE AGRICULTURE BANKED ³ | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | | | | 0 |
| SILVER CREEK | 0 | 0 | 53 | 233 | 374 | 114 | 73 | | | | | | 847 |
| TRANQUILITY I.D. | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | | | | 0 |
| FCWD | 0 | 0 | 0 | 69 | 80 | 68 | 74 | | | | | | 291 |
| ALMENDRA | 0 | 0 | 0 | 0 | 114 | 168 | 181 | | | | | | 463 |
| YRIBARREN FARMS | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | | | | 0 |
| CARVALHO TRUST | 0 | 0 | 0 | 0 | 76 | 53 | 0 | | | | | | 129 |
| ETCHEGOINBERRY | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | | | | 0 |
| FRESNO SLOUGH W.D. | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | | | | 0 |
| LSK-1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | | | | 0 |
| TOTAL | 0 | 547 | 1,096 | 3,661 | 4,948 | 2,423 | 1,692 | 0 | 0 | 0 | 0 | 0 | 14,367 |

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

James ID (per JID)

| JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | TOTAL |
|-------------|-----|------|------|-----|-----|-----|-----|-----|-----|-----|-----|-------|
| 1594 | 0 | 1172 | 1720 | 0 | 0 | 0 | | | | | | 4486 |

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

JULY 2025

| REACH TOTALS | POOL | INFLOW INTO AQUEDUCT | CUSTOMERS | AMOUNT IN AF |
|----------------------------|------|----------------------|---|---------------|
| R3A 14934 | | | Parks & Rec. @ San Luis Reservoir | 0 |
| | | | Santa Clara Valley Water District | 11468 |
| | | | Casa de Fruta (Santa Clara Valley Water District) | 0 |
| | | | San Benito Water District | 3466 |
| R3 892 | 13 | | CDFW @ O'Neill Forebay | 0 |
| | 13 | | Parks & Rec. @ O'Neill Forebay | 0 |
| | 13 | | Cattle Program @ O'Neill Forebay | 0 |
| | 13 | | Santa Nella County Water District | 28 |
| | 13 | | San Luis Water District | 864 |
| R4 32847 | 14 | | City of Dos Palos | 191 |
| | 14 | | Pacheco Water District | 1781 |
| | 14 | | San Luis Water District | 6727 |
| | 14 | | Panoche Water District | 64 |
| | 15 | | San Luis Water District | 2600 |
| | 15 | | Panoche Water District | 4807 |
| | 15 | | Westlands Water District | 16677 |
| R5 68422 | 16 | | CDFW @ Lat. 4L (Pilibos) | 0 |
| | 16 | | CDFW @ Lat. 4L | 0 |
| | 16 | | CDFW @ Lat. 6L | 0 |
| | 16 | | CDFW @ Lat. 7L | 0 |
| | 16 | | Westlands Water District | 19048 |
| | 17 | | Westlands Water District | 18027 |
| | 18 | | DWR Truck @ 13R | 0 |
| | 18 | | City of Coalinga | 1208 |
| | 18 | | Pleasant Valley Pumping Plant | 13992 |
| | 18 | | Westlands Water District | 16147 |
| R6 28237 | 19 | | Alta Gas | 0 |
| | 19 | | City of Huron (P&R-Area 11) @ 22R | 4 |
| | 19 | | DWR Water Truck @ 22R/CDFW @ 22R | 0 |
| | 19 | | Lemoore N.A.S. thru WWD 28L,29L,&30L | 274 |
| | 19 | | Kings County thru WWD 30L | 0 |
| | 19 | | Westlands Water District | 27959 |
| R7 23301 | 20 | | City of Huron @ 23R | 87 |
| | 20 | | DWR Water Truck @ 23R | 0 |
| | 20 | | Westlands Water District | 18093 |
| | 21 | | City of Avenal | 260 |
| | 21 | | Kings County thru WWD 37L,38L | 0 |
| | 21 | | Westlands Water District | 4861 |
| 168633 | | 0 | <---TOTALS---> | 168633 |
| TOTALS BY CUSTOMERS | | | | |
| Inflow Into Aqueduct: | | | | |
| 0 AF TOTAL for PUMP-IN | | | | |
| 0 AF TOTAL for FLOOD | | | | |
| | | | Santa Nella County Water District | 28 |
| | | | Pacheco Water District | 1781 |
| | | | San Luis Water District | 10191 |
| | | | Panoche Water District | 4871 |
| | | | Westlands Water District | 134804 |
| | | | AltaGas | 0 |
| | | | City of Huron @ 23R | 87 |
| | | | City of Huron (P&R/Area 11 @ 22R) | 4 |
| | | | Lemoore N.A.S. thru WWD @ 28L,29L&30L | 274 |
| | | | Kings County thru WWD Laterals | 0 |
| | | | City of Avenal | 260 |
| | | | City of Dos Palos | 191 |
| | | | City of Coalinga | 1208 |
| | | | CDFW @ O'Neill Forebay | 0 |
| | | | San Felipe -Pacheco Tunnel | 14934 |
| | | | CDFW @ 4L, 6L, 7L | 0 |
| | | | DWR Water Truck @ 13R | 0 |
| | | | Parks & Recreation | 0 |
| | | | Cattle Program @ O'Neill Forebay | 0 |
| Customers Total: | | | | 168633 |
| Pool 12 - Reach 2B | | | | |
| VA Turnout Use AF = 56 | | | | |
| DWR 3137(Rev.9/15) | | | | 168689 |



STAFF MEMORANDUM

TO: Board Members and Alternates

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

DATE: September 11, 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 \$594,296 has been obligated, leaving \$261,704 in unobligated funds available for the remainder of the fiscal year.

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. The initial draft was provided at the August meeting. Staff provided suggested revisions. For the 2025 Summer-Fall Action, DWR completed 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 for potential revisions 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 final report is anticipated for December 2025. The draft report was distributed for selected reviewers prior to public release. 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. Staff is participating in the planning committee for the upcoming Interagency Ecological Program Conference in March 2026.

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

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. Staff is providing information and scientific support to members, as needed.



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: September 11, 2025

RE: Activity Agreements – Staff Report for August 2025

This memorandum serves as the Staff Report for August 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.

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

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).

2. Sustainable Groundwater Management Activity (SGMA) Activity Summary

General SGMA Activities

The Annual Report was submitted for 2024 and 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, as well as the Chowchilla and Madera Subbasins, held joint meetings 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, and other subbasin meetings are currently being scheduled.

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 was completed on one and work continues to advance the construction of two other interconnected surface water monitoring well installations and three continuous GPS monitoring stations to improve the Subbasin’s 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.



MEMORANDUM

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

FROM: Federico Barajas, Executive Director
Pablo Arroyave, Chief Operating Officer

DATE: September 8, 2025

RE: Recommendation/Approval to Adopt Refinements to Cost Allocation Methodology and Scope for Phase 1 of the Upper DMC Portion of the Delta-Mendota Canal Subsidence Correction Project

BACKGROUND

The Delta-Mendota Canal (DMC) is a 116.5-mile-long canal that conveys water from the Delta region near Tracy, California to the Mendota Pool near Mendota, California. The DMC is one of the major components of the Delta Division of the U.S. Bureau of Reclamation's (Reclamation) Central Valley Project (CVP), and is considered critical infrastructure. The DMC was originally designed to convey a variable flow rate, starting at 4,600 cubic feet per second (cfs) at the upstream end and reducing to 3,211 cfs at the downstream end. Since its construction, several factors (including land subsidence) have impacted the ability of the DMC to meet the needs of the communities and ecosystems which rely on it for their water supply. Parts of the DMC have experienced differential changes in land surface elevation, forcing the facility to be operated at a lower level to ensure that water does not overflow the canal banks and cause damage.

The San Luis & Delta-Mendota Water Authority (Authority) has been working in partnership with Reclamation to restore the conveyance capacity of the DMC by raising the canal lining and embankments, as well as other structures such as bridges, overchutes, and pipe crossings.

The Planning Committee began holding meetings in September 2024 to address the allocation of costs for large extraordinary maintenance projects for which the Authority's estimated total project cost is greater than 50% of the current year's routine OM&R Budget, excluding power and Reserves costs. In May 2025, the Planning Committee recommended approval of a cost allocation methodology for the initial phase of the Upper DMC portion of the DMC Subsidence Correction Project that relies on non-reimbursable grant funding, with the commitment that the Planning Committee will develop a cost allocation methodology for Phase 1 prior to contract award. Also in May 2025, the Finance & Administration Committee recommended pursuit of a

phased approach for the Upper DMC portion of the DMC Subsidence Correction Project. The Board adopted both committees' recommendations.

Since the May 2025 action, additional Planning Committee discussion occurred regarding cost allocation principles, information requests, Phase 1 scope, sag areas, and other topics. Most recently, in an August 14, 2025 Planning Committee Special Workshop, the Planning Committee discussed principles of cost allocation, and provided direction regarding the scope of Phase 1 and cost allocation for the same, given the availability of non-reimbursable funding.

ISSUE FOR DECISION

Whether the Planning Committee and Finance & Administration Committee should recommend, and the Board of Directors should adopt, refinements to cost allocation methodology and scope for Phase 1 of the upper DMC portion of the Delta-Mendota Canal Subsidence Correction Project.

RECOMMENDATION

Staff recommends adoption of refinements to cost allocation methodology and scope for Phase 1 of the upper DMC portion of the Delta-Mendota Canal Subsidence Correction Project consistent with the following:

- Cost Allocation Methodology
 - Utilize all available state, federal, and local non-reimbursable funding to fund Phase 1 work;
 - If less than \$90 million in non-reimbursable funding is available, develop further refinements to Phase 1 scope as appropriate; and
 - Continue to pursue cost allocation recommendations for each Project component (e.g. Check 1 freeboard raise, Sag area repairs, panel replacement, etc.).
- Phase 1 Scope
 - Task 1: "Scenario L" Approximate 2 ft. freeboard raise between MP 3.5 (JPP) to MP 7.2 (DCI) at a current estimated cost of \$19.75M*, based on 4,600 cfs design flow and no future anticipated subsidence.
 - Task 2: Sag area repairs (9 areas in Pools 3, 4, 6, and 8) at a current estimated cost of \$18.23M.*
 - Task 3: Panel Repair Program on Upper DMC (24 sites over 5 years) at a current estimated cost of \$27.9M.*
 - Task 4: Panel Repair Program on Lower DMC at a current estimated cost of \$28M.*

ANALYSIS

Since the Board adopted a recommendation regarding Phase 1 of the upper DMC portion of the Delta-Mendota Canal Subsidence Correction Project in May 2025, staff provided information in response to Planning Committee and Board requests that led to the recommended scope refinements above.

*Using Reclamation's 30%-level design estimate.

Staff continues to recommend utilizing non-reimbursable grant funds to fund Phase 1 of the upper DMC portion of the DMC Subsidence Correction Project. If Phase 1 is wholly funded with non-reimbursable grant funding, there will be no rate impact associated with this action. Staff understands that even if Phase 1 is wholly funded with non-reimbursable grant funding, the direction from the Planning Committee is for non-reimbursable funding to be applied equitably across the entire project.

ATTACHMENTS

Attachment 1 – Task 1: “Scenario L” 2 ft. freeboard raise between MP 3.5 (JPP) to MP 7.2 (DCI)

Attachment 2 – Task 2: Sag area repairs (9 areas in Pools 3, 4, 6, and 8)

Attachment 3 – Task 3: 5-year Panel Repair Program on Upper DMC (24 sites)

Phase 1 (Task 1) Liner Raise MP 3.5 to MP 7.2

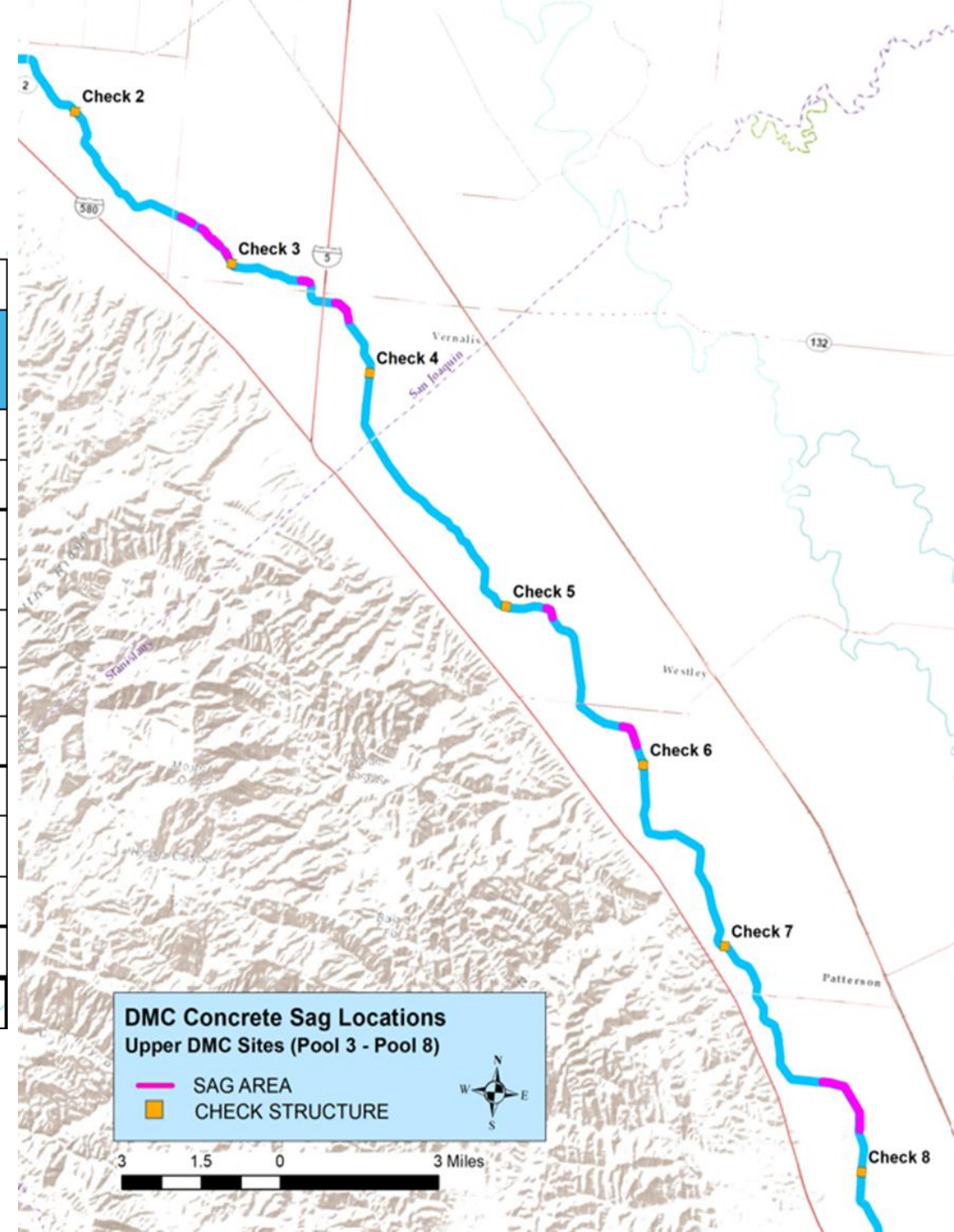
| Phase 1 (Task 1) Description | |
|--|----------------------------------|
| Phase 1 (Task 1) Description | MP 3.5 - 7.2 (Partial Pool 1) |
| | Estimated Construction Cost |
| <p>Phase 1 (Task 1): Restore the canal to a 4,600 cfs delivery capacity, from Mile Post (MP) 3.5 to MP 7.2, designed to achieve 4,600 cfs, without accounting for potential future subsidence (generally referred to as an approximate 2-foot raise).</p> <p>The design should assume Intertie Pumping Plant (DCI) will have an operational range from 0 to 700 cfs and is located at MP 7.2.</p> <p>NOTE - This scenario does not include canal capacity restoration downstream of DCI.</p> | \$19,750,000 |



Phase 1 (Task 2) - Summary of Sag Repair Costs

| Sag Locations | | | | | 2 ft. Raise |
|--|--------------------|----|------------------|---------------|---------------------|
| Pool | # of Sag Locations | | MP | Distance (ft) | Estimated Cost |
| 3 | 4 | 1 | 19.34 - 19.54 | 1,056 | \$1,400,000 |
| | | 2 | 19.80 - 19.86 | 317 | \$400,000 |
| | | 3 | 20.13 - 20.17 | 211 | \$275,000 |
| | | 4 | 20.37 - 20.48 | 581 | \$750,000 |
| 4 | 2 | 5 | 22.02 - 22.20 | 950 | \$1,500,000 |
| | | | Sub-Total | | \$4,325,000 |
| | | 6* | 22.88 - 23.33 | 2,376 | \$3,100,000 |
| 6 | 2 | 7* | 30.62 - 30.80 | 950 | \$1,000,000 |
| | | 8* | 33.50 - 34.01 | 2,693 | \$2,900,000 |
| 8 | 1 | 9* | 42.31 - 43.46 | 6,072 | \$6,900,000 |
| Sub-Total | | | | | \$13,900,000 |
| Total Estimated Sag Repair Cost | | | | | \$18,225,000 |

Note:*4 Identified priority sag areas from July 10, 2025, Special Joint Workshop



Phase 1 (Task 3) - Panel Repair 5 YR. Program

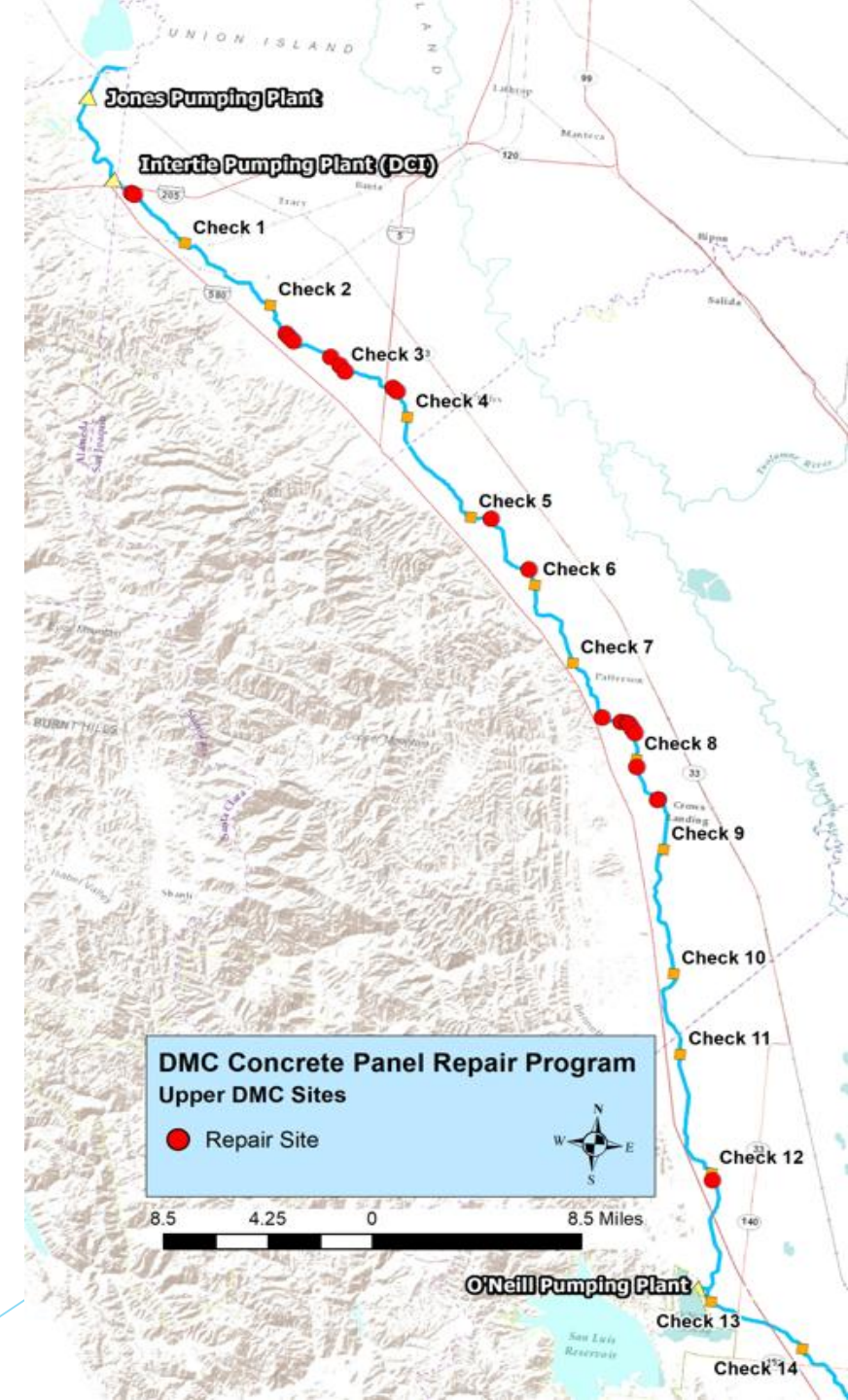
Attachment 3

| Pool No. | No. Sites | Planned Year of Repair (x\$1,000) | | | | |
|--|-----------|-----------------------------------|-------------------|-------------------|-------------------|-------------------|
| | | Yr 1 (4 Sites) | Yr 2 (5 Sites) | Yr 3 (5 Sites) | Yr 4 (5 Sites) | Yr 5 (5 Sites) |
| 1 | 1 | | | | \$ 1,200 | |
| 3 | 6 | \$ 1,100 | \$ 1,100 | \$ 2,400 | \$ 1,200 | \$ 1,200 |
| 4 | 4 | \$ 1,100 | \$ 2,200 | | | \$ 1,200 |
| 6 | 4 | | | \$ 1,200 | \$ 1,200 | \$ 2,400 |
| 8 | 6 | \$ 2,200 | \$ 2,200 | \$ 2,400 | | |
| 9 | 2 | | | | \$ 1,200 | \$ 1,200 |
| 13 | 1 | | | | \$ 1,200 | |
| Total: | 24 | \$ 4,400 | \$ 5,500 | \$ 6,000 | \$ 6,000 | \$ 6,000 |
| *3% esc. per year, includes non-contract costs | | | | | Total: | \$ 27,900 |

Repairs to be prioritized based on the following criteria:

- Accessibility and staging areas
- Priority/Highly subsidized Pool
- Urban Canal Section
- Fill Section
- Continued/Recent movement occurring
- Severity of damage

**24 assumed sites. Additional sites currently being investigated.*





MEMORANDUM

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

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

DATE: September 8, 2025

RE: Authorization for Increase in Approved Contract Amount to \$466,440, which is an additional expenditure of up to \$66,440, for Previously Authorized Agreement for Services for DCI Unit 1 & 2 Motor Control Centers Replacement and Commissioning from the FY26 EO&M Budget

BACKGROUND

As the result of two arc flash events that occurred in the summer of 2024 at the Delta-Mendota Canal California Aqueduct Pumping Plant (DCI), Units 1 and 2 have been inoperable. The arc flash events caused severe damage to the Eaton manufactured motor control cabinets, and require full replacement.

On June 5, 2025, the Finance and Administration Committee recommended, and the Board of Directors adopted, a resolution authorizing execution of agreement for services for DCI Unit 1 & 2 Motor control Centers Replacement and Commissioning (Project), adoption of single source procurement justification, and related expenditure of up to \$400,000 from the FY26 EO&M budget. At the time, site work for the agreement was scheduled to occur in September 2025 and final agreement negotiations were required prior to executing the agreement.

Authority staff subsequently engaged in extended negotiations with the single source vendor, made more complicated because of the vendor's single source status. In addition, due to updated pumping forecasts and concerns over the potential for lost water, the Project was rescheduled from September to November.

ISSUE FOR DECISION

Whether the Finance & Administration Committee should recommend, and the Board of Directors should authorize an increase in the approved contract amount to \$466,440, which is an additional expenditure of up to \$66,440, for the previously authorized agreement for services for DCI Unit 1 & 2 Motor Control Centers Replacement and Commissioning from the FY26 EO&M Budget.

RECOMMENDATION

Staff recommends authorizing the proposed increase in contract amount.

ANALYSIS

Per the Water Authority's Consolidated Procurement Policy, Board authorization is required to execute contracts in excess of the delegation of authority, or \$200,000. In June 2025, the Finance & Administration Committee recommended and the Board of Directors authorized the

expenditure up to \$400,000 for the Project. Initially the repairs were scheduled to be completed in September 2025 during a full DCI outage. However, due to updated pumping forecasts and concerns over the potential for lost water, the Project was rescheduled for November. The delay led to a renegotiation of certain contract terms with Rexel, which resulted in a cost increase attributed to scheduling delays and changes in union labor rates and jurisdictions. Because the cost increase is above the previously authorized amount, Board action is required.

BUDGET IMPLICATIONS

The additional proposed expenditure of up to \$66,440 will be funded utilizing budgeted project funds from the Fiscal Year 2026 EO&M budget.

ATTACHMENTS

1. June 2025 FAC/BOD Memo for Project
2. Draft Agreement



MEMORANDUM

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

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

DATE: June 2, 2025

RE: Recommendation / Adoption of Resolution Authorizing Execution of Agreement for Services for DCI Unit 1 & 2 Motor Control Centers Replacement and Commissioning, Adoption of Single Source Procurement Justification, and Related Expenditure up to \$400,000 from the FY26 EO&M Budget

BACKGROUND

As the result of two arc flash events that occurred in the summer of 2024 at the Delta-Mendota Canal California Aqueduct Pumping Plant (DCI), Units 1 and 2 have been inoperable. The arc flash events caused severe damage to the Eaton manufactured motor control cabinets, and require full replacement. Through communications with Eaton, staff were informed that Rexel, Eaton's authorized representative, is the only company authorized to install and commission the new Eaton motor control cabinets. Due to long lead times for the motor control cabinets, the Water Authority executed a materials only contract with Rexel in October 2024 in the amount of \$160,504.07. The materials will be delivered late August/early September 2025 and are required to be installed in September. This schedule for material installation is critical, as DCI needs to be fully operational during the first 20-day full outage planned for October/November for the OPP Transformer Rehabilitation Project.

ISSUE FOR DECISION

Whether to recommend and adopt the proposed resolution authorizing execution of Agreement for Services for DCI Unit 1 & 2 Motor Control Centers Replacement and Commissioning, adoption of Single Source Procurement Justification, and related expenditure of up to \$400,000 from the FY26 EO&M Budget.

RECOMMENDATION

Staff recommends adoption of the proposed resolution.

ANALYSIS

Per the Water Authority's Consolidated Procurement Policy, Board authorization is required to execute contracts in excess of the delegation of authority, or \$200,000. Additionally, competitive solicitation process is required unless a single-source procurement is authorized. Because the proposed contract is over the delegation of authority, and because authorization of a single-source procurement is being pursued, Board action is required.

DCI is a critical facility operated & maintained by the Water Authority. In collaboration with Reclamation, Water Authority staff have been working with Rexel to establish agreeable terms

and conditions to enter into an agreement to install and commission the two damaged motor control cabinets at DCI. The remaining four DCI units have, and will continue to be operational, making Eaton manufactured parts a requirement. Given Rexel is the only Eaton authorized representative that can install and commission Eaton parts, a single-source justification has been completed and attached.

Authorizing execution of this agreement is not a project pursuant to the California Environmental Quality Act (CEQA) because the proposed technical/design activities have no possibility to result in a physical change in the existing environment (CEQA Guidelines Section 15378(a).) In addition, because it can be seen with certainty that there is no possibility that the proposed actions in question may have a significant effect on the environment, the proposed action is not subject to CEQA (CEQA Guidelines Section 15061(b)(3)).

BUDGET IMPLICATIONS

The proposed expenditure of up to \$400,000 will be funded utilizing budgeted funds from the Fiscal Year 2026 EO&M budget.

ATTACHMENTS

1. Draft Resolution
2. Single Source Justification Form
3. Draft Agreement

SAN LUIS & DELTA-MENDOTA WATER AUTHORITY

RESOLUTION NO. 2025-XXX

**RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT FOR SERVICES FOR
DCI UNIT 1 & 2 MOTOR CONTROL CENTERS REPLACEMENT AND
COMMISSIONING, ADOPTION OF SINGLE SOURCE PROCUREMENT
JUSTIFICATION, AND RELATED EXPENDITURE UP TO \$400,000 FROM FY26
EO&M BUDGET**

WHEREAS, the San Luis & Delta-Mendota Water Authority (“**Water Authority**”) is a transferred works operator responsible for the operation, maintenance, and replacement (“**OM&R**”) of certain Central Valley Project (“**CVP**”) facilities, including the Delta-Mendota Canal/California Aqueduct Intertie Pumping Plant (“**DCI**”); and

WHEREAS, the DCI has been in operation since 2012 to allow the conveyance of water between the Delta-Mendota Canal and the California Aqueduct; and

WHEREAS, in June and July 2024, two arc flash events occurred that caused severe damage to the motor control cabinets of DCI units 1 and 2, rendering the units inoperable; and

WHEREAS, since the arc flash events occurred, Water Authority and Reclamation staff have worked with the original manufacturer of the motor control cabinets to purchase, install and commission new cabinets and were informed all contracts must be through their authorized representative, Rexel; and

WHEREAS, in October 2024, the Water Authority executed a \$160,504.07 Equipment Purchase Agreement for Purchase of Materials, Supplies and/or Equipment for DCI units 1 and 2 Restoration and Plant Electrical Upgrades – Materials Only with Rexel for new motor control cabinets; and

WHEREAS, the Water Authority staff, in collaboration with technical staff from Reclamation, has determined that because only Eaton manufactured parts can be installed, and Rexel is the only vendor authorized by Eaton to perform the services, Rexel is the only vendor qualified to perform the services; and

WHEREAS, Section 1.1 of the Water Authority’s Consolidated Procurement Policy, adopted by Resolution on April 10, 2020, requires the Board to specifically authorize contracts greater than \$200,000, and Section 2.3 requires the Water Authority to make specific findings prior to executing a single source contract; and

WHEREAS, the Water Authority is negotiating an Agreement for Services with Rexel up to \$400,000 for the replacement and commissioning of the Eaton manufactured Unit 1 and 2 motor control centers; and

WHEREAS, the contract will be funded utilizing available funds budgeted for this

project in the Fiscal Year 2026 EO&M budget; and

WHEREAS, authorizing execution of the proposed Agreement does not constitute a project under the California Environmental Quality Act (“**CEQA**”) because the proposed technical/design activities have no possibility to result in a physical change in the existing environment (CEQA Guidelines Section 15378(a)); further, because it can be seen with certainty that there is no possibility that the proposed actions in question may have a significant effect on the environment, the proposed action is not subject to CEQA (CEQA Guidelines section 15061(b)(3).

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 or Chief Operating Officer to execute an Agreement for Services for DCI Unit 1 and 2 Motor Control Centers Replacement and Commissioning, adoption of single source procurement justification, and related expenditure up to \$400,000 from the FY26 EO&M Budget pending successful final negotiations with Rexel.

Section 3. The Executive Director and Chief Operating Officer, and such Water Authority employee or consultant as either of such officers may designate, are further authorized and directed to take such additional steps, and to execute such additional documents, as may be required or reasonably necessary to the completion of the activities authorized by this Resolution.

PASSED, APPROVED AND ADOPTED this 5th day of June, 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 5th day of June, 2025.

Federico Barajas, Secretary



NON-COMPETITIVE (SINGLE SOURCE) PROCUREMENT JUSTIFICATION FORM

Item/Service for single source procurement: _____

Selected vendor for the single source procurement: _____

Total Amount of Procurement including taxes: _____

Specification Number: _____

For any non-competitive (single source) procurement (except Professional services) over \$60,000, the Project Manager must complete this form and return it to the Procurement Department for review and procurement authorization. Attach additional pages of explanation if necessary. **A SINGLE SOURCE PROCUREMENT MAY NOT PROCEED UNTIL THE REQUIRED SIGNATORIES SIGN THIS FORM. NOTE: For procurements below the Delegation of Authority threshold of \$200,000.00, Board approval is NOT required prior to award and can be approved by the Executive Director or COO. The Board must be notified promptly following award.**

Section 1: Is this an emergency?

☐ Yes

☐ No (Skip to Section 2)

If yes, explain in detail below and no further Sections are required. If over the Delegation of Authority threshold of \$200k, a separate memo documenting the decision shall be prepared by the Project Manager for Board notification/approval.

Note: "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.

Explanation:

Section 2: Identify Type of Procurement

☐ Goods, Supplies, Equipment (See section 3)

☐ Non-Professional Services (See section 4)

☐ Construction (See section 5)

Section 3: Goods, Supplies, Equipment (See Section 2.3 in Procurement Policy)

1. Identify the most applicable criteria below, and provide detailed support in explanation area below

- ☐ i. A specified product is necessary to match or interface with other products in use by the Authority
- ☐ ii. The Authority needs to purchase a specified product to field test or experiment to determine the products suitability for future use.
- ☐ iii. Only one product will meet the Authority's needs.

Explanation:

2. Is the product available from only one source? (To qualify for a single source, the product must be available from only one source)

- ☐ Yes ☐ No

Please explain how this determination was made. Note: Reasonable steps should be taken to confirm that the goods or supplies are purchased at a fair price. Include in explanation below.

Explanation:

Section 4: Non-Professional Services (See Section 3.1(b) in Procurement Policy)

Identify the most applicable criteria below and provide detailed support in explanation below.

- ☐ i. 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.
- ☐ ii. The continuity of services is required to avoid risk of substantial loss or added expenditure to the Authority

Explanation:

Section 5: Construction (See Section 4.6 of the Procurement Policy)

Please identify ONE of the applicable justifications below by checking and providing explanation.

NOTE: If neither of the below circumstances exist, but the Executive Director or Chief Operation Officer recommends single-source construction contracting, then single source contracting may be used only following Board findings of circumstances indicating that competition does not exist and approval of single-source negotiations. CANNOT BE USED FOR PROJECTS UTILIZING FEDERAL FUNDS.

1. Where (i) a specified product is required, applying standards and (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 and not work which reasonably would be expected to be subcontracted.
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.

Explanation:

3. If neither of the above apply, please provide an explanation to the Board as to why the Board should approve this Single-Source procurement.

Explanation:

Completed and Requested By:

Project Manager: _____

Date: _____

Reviewed By:

By: Jaime McNeil _____

Jaime McNeil, Engineering Manager

Date: _____

☐ Reviewed

By: _____

Pablo Arroyave, Chief Operating Officer

Date: _____

☐ Approved ☐ Denied

SERVICES AGREEMENT
for
Maintenance, Testing, Start-up and Commissioning

This Agreement ("Agreement") is made and entered into this _____ day of June, 2025, by and between the San Luis & Delta-Mendota Water Authority, a Joint Powers Authority, acting by and through its Governing Board ("SLDMWA") and Rexel, USA, Inc., a Delaware corporation ("Contractor"). SLDMWA and Contractor may be referenced herein individually as "Party" or collectively as the "Parties."

WITNESSETH, that for and in consideration of the mutual promises, covenants, agreements, and conditions herein contained, the Parties agree as follows:

1. **THE WORK:** The Services constitute maintenance work, as defined in Public Contract Code section 22002(d), on a publicly-owned water system as well as testing, start-up, and commissioning of equipment provided by the SLDMWA, as further detailed on **Exhibit A** hereto. Contractor shall provide and pay for all labor, materials, equipment (except as provided by SLDMWA), tools, water, light, heat, utilities, transportation, and other facilities and services necessary for the execution and completion of the Services in accordance with the Contract Documents and any applicable code or statute, whether or not specifically described herein, as long as same is reasonably inferable there from as being necessary to produce the intended results. Contractor agrees to perform and complete in a good and workmanlike manner the work of DCI UNIT 1 & 2 MOTOR CONTROL CENTERS REPLACEMENT AND COMMISSIONING ("Services"). The Services are subject to the approval of SLDMWA's Chief Operating Officer.

In no case shall SLDMWA have any responsibility for the means, methods, techniques, sequences or procedures utilized by the Contractor or its subcontractors at any level, or for safety precautions and programs in connection with the Services.

Contractor shall give all notices and shall observe and comply with all laws, ordinances, rules, regulations, permits, rights-of-way, or orders of any public authority bearing on the performance of the Services. All Services shall be performed in accordance with Title 24, Parts 1 through 5 and 9, of the California Code of Regulations, to the extent applicable to the Services. Contractor shall conduct the Services so that all laws and ordinances for the protection of the public and the workers shall be obeyed fully by Contractor and all subcontractors.

Contractor and all subcontractors shall comply with all applicable provisions of federal, state and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where the Services is being performed. Contractor shall be responsible for initiating, maintaining and supervising all safety measures in connection with the Work, for maintaining all safety conditions on the Site, and for ensuring against and/or correcting any hazardous conditions on the Site. Contractor and all subcontractors shall, at all times, maintain adequate protection against injury to persons, including employees, or damage to property, on or near the project, or adjacent to the Site.

Existing signs, lights, traffic signals, control boxes, hydrants, meters, and other similar items occurring within the street or sidewalk areas shall be kept free of obstructions and accessible at all times.

Contractor shall take all necessary precautions to protect SLDMWA's structures, facilities, equipment, tools, materials, and any other property on or adjacent to the Site against damage,

loss, or theft resulting from the operations, equipment, or workers of the Contractor during the course of performing the Services, and shall provide adequate security measures. Contractor shall repair or replace any damage and remove any damaged or defaced material and/or equipment from the Site at no cost to SLDMWA. Contractor shall be strictly liable for failure to adequately protect any existing improvements and/or facilities.

Any change to the Services increasing or decreasing the Contract Price must be approved in writing by the Chief Operating Officer, and may need to be approved by SLDMWA's Board.

Contractor will remove all dirt, debris, and waste generated by or during its Services from the Site, and ensure upon completion that the grounds and any adjacent sidewalks and streets are left clear and in the condition the Contractor originally found them.

2. DIR REGISTRATION: By executing this Agreement, Contractor represents that it is registered with the California Department of Industrial Relations ("DIR"), Registration number 1001190704.
3. BONDS AND INSURANCE: Contractor shall provide to SLDMWA payment and performance bonds in an amount not less than 100 percent of the total amount payable by the terms of this Agreement before commencement of any contract Services.

Before beginning work, Contractor shall furnish to SLDMWA, certificates of insurance and policy endorsements satisfactory to SLDMWA, evidencing general liability coverage, of not less than \$1,000,000 per occurrence (\$2,000,000 general aggregate) for bodily injury, personal injury and property damage; auto liability of at least \$1,000,000 for bodily injury and property damage each accident limit; workers' compensation (statutory limits) and employer's liability of \$1,000,000 (if applicable); requiring 30 days (10 days for non-payment of premium) notice of cancellation to SLDMWA. Such insurance is to state or be endorsed to state that such insurance is primary and any insurance, self-insurance, or other coverage maintained by SLDMWA, its directors, officers, employees, and authorized volunteers shall not contribute to it. The general liability coverage shall give SLDMWA, its directors, officers, employees, and authorized volunteers additional insured status using ISO endorsement CG2010, CG2033, CG2037 or their equivalent. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A:VII, or equivalent, or as otherwise approved by SLDMWA.

The insurer(s) issuing the required policies shall, by separate endorsement, agree to waive all rights of subrogation against the "Additional Insureds" for losses arising in any manner from the products or work provided or performed by or on behalf of Contractor for SLDMWA, but this provision applies regardless of whether or not SLDMWA has received the waiver of subrogation.

Contractor shall require and confirm that all subcontractors performing work under this Agreement provide the minimum insurance requirements specified above. All such insurance shall be maintained in full force and effect throughout the duration of the Agreement.

4. LOCATION OF WORK: The Work is to be performed at the following location: SLDMWA, Delta Canal Intertie (DCI), 17601 West Grant Line Road, Tracy, CA 95391 ("Site").
5. TIME FOR COMPLETION: The Parties hereby agree that the Work shall commence on or about September 8, 2025 and shall be completed within 21 calendar days after that date ("Contract Time").

6. CONTRACT DOCUMENTS: The Contract Documents include this Agreement and all Exhibits hereto, payment and performance bonds, required insurance certificates, and any change orders/amendments ("Contract Documents"). In case of conflict, this Agreement and the General Conditions attached hereto as **Exhibit B** prevail over Contractor's quote/bid and terms and conditions associated with such quote/bid, and change orders shall govern over the original documents.
7. SUBCONTRACTORS: Contractor represents that it shall subcontract with Eaton Corporation ("Eaton") to perform certain Services hereunder, and that Eaton shall further subcontract with Contra Costa Electric, Inc. ("CCE") to perform some of those Services. The Services to be subcontracted are further detailed on Exhibit A hereto. Other than as expressly approved in this paragraph, Contractor shall not use any subcontractors to perform any Services hereunder. All subcontractors shall be registered with DIR and shall comply with Paragraphs 8 and 10 below. Contractor expressly agrees that both Eaton and CCE shall be subject to the protections of Public Contract Code sections 4100 *et seq.*, including without limitation protections against substitution without prior approval by SLDMWA, regardless of whether that statute would otherwise apply to these subcontractors.
8. PREVAILING WAGES AND RECORDS: Contractor and all subcontractors shall comply with and adhere to the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the DIR pursuant to Division 2, Part 7, Chapter 1, of the California Labor Code. Schedules of the prevailing rate of per diem wages are available for public inspection at the SLDMWA or can be found at <https://www.dir.ca.gov/oprl/DPreWageDetermination.htm> and are incorporated herein by reference. Contractor shall obtain and post copies of the applicable prevailing wage rates in a prominent place at the job site, in accordance with the regulations of the DIR. Contractor shall comply with all requirements of Article 6 of the General Conditions attached hereto.
9. NONDISCRIMINATION: The Contractor shall comply with Section 1735 of the Labor Code, which provides as follows:

A contractor shall not discriminate in the employment of persons upon public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as otherwise provided in Section 12940 of the Government Code. Every contractor for public works who violates this section is subject to all the penalties imposed for a violation of this chapter.
10. GUARANTEE: In addition to any guarantees required elsewhere by the Contract Documents, the Contractor shall guarantee the Services for a minimum of one (1) year from and after payment under this Agreement. The guarantee period for corrected defective work shall continue for a duration equivalent to the original guarantee period, beginning when the correction is complete.
11. COMPLIANCE WITH WORKERS' COMPENSATION LAW: By executing this Agreement, Contractor certifies that it is aware of the provisions of Sections 3700 and following of the Labor Code of the State of California which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the statutory requirements, and Contractor will comply with such provisions, and ensure that all subcontractors comply with such provisions, before commencing the performance of any Services hereunder.

12. CONTRACT PRICE AND PAYMENT: As full compensation for the Services, SLDMWA shall pay or cause to be paid to Contractor the sum of Three Hundred Eighty-Six Thousand Three Hundred Seven dollars and Forty-One cents (\$386,307.41), subject to additions and deductions as provided by change order ("Contract Price"). Payment will not be made until all Services are completed to the satisfaction of SLDMWA.

SLDMWA may withhold sums from payment for any of the following:

- A. Third party claims filed or reasonable evidence indicating probable filing of such claims;
- B. Defective work not remedied;
- C. Failure of the Contractor to make proper payments to any of its Subcontractors or suppliers, including without limitation in response to a stop payment notice;
- D. Failure of Contractor to comply with any lawful direction concerning the Services;
- E. Claims and/or penalties which state law assesses against the Contractor for violation of such law;
- F. Any claim or penalty asserted against SLDMWA by virtue of the Contractor's failure to comply with the provisions of all governing laws, ordinances, regulations, rules, and orders;
- G. Any liquidated damages which may accrue; or
- H. Any other breach of the Agreement that would legally entitle SLDMWA to a set-off.

For any disputed payment, SLDMWA shall provide written notice describing its dispute to the Contractor.

13. CONTRACT CLOSEOUT AND FINAL PAYMENT: When the Contractor determines that all of its Services are complete, the Contractor shall submit to SLDMWA a certificate of completion and an application for payment, accompanied by any submittals required in the Contract Documents including schematics and wiring diagrams and the Contractor's Guarantee Form. Upon receipt of the Contractor's payment application, SLDMWA shall review the submittals required and verify that all of the Services are complete. Upon such verification, SLDMWA will process the payment application. The payment of undisputed sums due, excluding any sums withheld for stop payment notices, shall be made within thirty-five (35) days of SLDMWA's approval of the payment application.
14. CLAIMS: The Parties hereby elect to make all Claims subject to the requirements of Public Contract Code sections 20104 *et seq.* and 9204. A summary of those provisions is set forth in in Section 9.07 of the General Conditions. To the extent that the summary therein is inconsistent with the statutes, the statutes control.
15. ANTITRUST ASSIGNMENT: Pursuant to Public Contract Code section 7103.5, Contractor offers and agrees to assign to SLDMWA all rights, title, and interest in and to all causes of action Contractor 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 Agreement. This assignment shall be made and become effective at the time SLDMWA

tenders payment to Contractor, without further acknowledgment by the parties. Contractor agrees to require all subcontractors to similarly assign such rights to SLDMWA.

16. **TERMINATION:** SLDMWA may, at any time and for any reason, terminate, in whole or in part, this Agreement for SLDMWA's convenience. Termination shall be by written notice to Contractor. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue Contractor's work. Upon such termination, Contractor shall be entitled to payment of: a) Contractor's direct, actual cost of the Services completed in conformity with the Contract, not to exceed the Contract Price allocable to that portion of the Services; plus b) an allowance of ten percent (10%) of those costs for Contractor's overhead and profit.

SLDMWA also may terminate this contract for cause if a) Contractor is insolvent or has made a general assignment for the benefit of creditors or b) Contractor or any subcontractor materially breaches this Agreement. Termination shall be by written notice to Contractor, after five (5) days' written notice of and opportunity to cure any material breach. In the event of such termination, SLDMWA may, without liability, take possession of and utilize in completing the Services, Contractor's materials that are necessary for completion. In the event of a termination for cause, Contractor shall not be entitled to receive payment until the Services are finished. At that time, Contractor shall be entitled to payment of the Contract Price, less the cost to secure a replacement contractor and complete the Services, less any liquidated damages, which shall continue to accrue until the Services are complete, *except that* Contractor shall not be entitled to be paid more than it would be entitled to be paid under a termination for convenience.

If this Contract is terminated for cause and if it is later determined that SLDMWA was not entitled to terminate for cause, such termination automatically shall be converted to and treated as a termination for convenience.

17. **INDEMNITY:** Contractor shall defend with counsel acceptable to SLDMWA, indemnify, and save harmless SLDMWA and any of its officers, agents, employees, and other contractors from and against any and all losses, claims, demands, damages, costs, expenses, attorney's fees, or liability arising out of or in any way connected with Contractor's performance of the Services or with this Agreement, arising from any wrongful act, or any negligent act or omission to act, whether active or passive, including without limitation any allegation that the Contractor or any subcontractor was required to be licensed or registered by the Contractors State License Board or the DIR and was not appropriately licensed or registered, on the part of the Contractor or any of its agents, employees, subcontractors or suppliers. Without limiting the foregoing, the defense and indemnity applies to any wrongful acts, or any actively or passively negligent acts or omissions to act, committed jointly or concurrently by Contractor (or any of its agents, employees, subcontractors or suppliers) and SLDMWA (or any of its officers, agents, employees, and other contractors). Contractor has no obligation to indemnify SLDMWA in contravention of Section 2782 of the Civil Code for the active or sole negligence or willful misconduct of SLDMWA. The defense and indemnification requirements extend to claims occurring after this Agreement is terminated or the Services are completed.
18. **LIQUIDATED DAMAGES:** Should the Services not be completed within the Contract Time, as adjusted for any delays caused by conditions beyond the control and without the fault or negligence of Contractor, Contractor acknowledges that SLDMWA will suffer damage, and that it is impracticable and infeasible to fix the amount of actual damages. Therefore, it is agreed by and between Contractor and SLDMWA that Contractor shall pay to SLDMWA as fixed and liquidated damages, and not as a penalty, the sum of \$1,000 per calendar day delay until final completion of the Services and their delivery to SLDMWA, and that SLDMWA may deduct Liquidated Damages from any monies due or that may become due to Contractor.

19. EXECUTION OF CONTRACT: IN WITNESS WHEREOF, this agreement has been duly executed by the above named parties, on the day and year first above written.

CONTRACTOR:

(California Corporations: must be signed by company's CEO, President, or 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 Authority:**

Date

Pablo R. Arroyave
SLDMWA Chief Operating Officer

EXHIBIT A

Scope of Work to be performed by Contractor is provided in Proposal - SFK5-250409-01KJS-R1 and is included in the Agreement as Attachment 1. In no event shall the terms and conditions included in the Contractor's Proposal supersede over the Services Agreement and General Conditions.

DRAFT

ATTACHMENT 1

Response to Request for Proposal

REXEL SANTA CLARA SLDMWA TURNKEY REPLACEMENT MV AmpGard Replacement Phase #2 Pumps #1 and #2

Eaton Proposal Number **SFK5-250409-01-KJS-R1**



Presented By: Rexel USA and Eaton Corporation
Electrical Engineering Services & Systems
5735 W. Las Positas Blvd. Suite 100
Pleasanton, CA 94588

Contacts:

Eaton Corporation

Electrical Engineering Service & Systems

Service Sales Representative:

Kyle Starr (SFK5)

Phone: 210-952-7730

Email: kylestarr@eaton.com

Rexel USA

Account Manager

Steven Pedroza Phone:

669-236-7490 Email:

Steven.Pedroza@RexelUSA.com

Table of Contents

| | |
|---|----------|
| Table of Contents | 2 |
| 1. Project Summary..... | 3 |
| 2. Equipment Bill of Material..... | 3 |
| 3. Scope of Work | 3 |
| 4. Completion | 3 |
| 5. Pricing..... | 5 |
| 6. Order Entry | 5 |
| 7. Payment..... | 5 |
| 8. Qualifications / Clarifications..... | 6 |
| 9. Testing Clarifications | 6 |
| 10. Safety Training of Eaton Field Personnel:..... | 7 |
| 11. Safety Arc-Flash Provisional Statement..... | 7 |
| 12. Division of Responsibility | 7 |
| 12.1 Eaton Responsibilities | 7 |
| 12.2 Customer Will Be Responsible for the Following:..... | 7 |
| 13. Proprietary and Confidential Information..... | 8 |
| 14. Terms and Conditions | 7 |

Project Summary

Eaton Services is proposing a Turnkey Replacement Proposal, comprised of two phases for the replacement of the (2) MV AmpGard Motor Starter for Pumps #1 and #2 per **GO# MSR0004724-006**, located [DMC and CA Intertie Plant at 17601 W. Grant Line Road, Tracy, CA.](#)

Scope of Work

Phase #2: Turnkey Removal and Replacement of (2) MV AmpGard Motor Starters for Pumps #1 and #2

Eaton Engineering Services will perform as the General Contractor, responsible for the overall "Turnkey Removal and Replacement Project" for the customer furnished/procured EATON MV AmpGard motor starter(s).

Eaton subcontractor, Contra Costa Electric will perform as the Electrical Contractor performing under the supervision of the Eaton Project Manager the following scopes of work:

- Furnish the crane and rigging equipment services necessary to perform the removal and disposal of the existing failed motor starters.
- Furnish the crane and rigging equipment services necessary to perform the lifting and landing of the new motor starter structure onto the existing concrete pad. EC to secure/fasten the motor structure to its pad/foundation.

The scope of work included in our proposal is as follows:

Per Drawings: Motor Starter Drwgs - MSR0004724

- a. 214-D-25204 DCI Discharge Butterfly Valve Unit 1 Control schematic diagram 2003-10-24
- b. 2412042 IOP top wiring 2023-06-08
- c. 2412043 IOP bottom wiring CONST 2023-12-26
- d. ASMV0TK9S01 DCI Bus B DU-1 control schematic 2012-10-16
- e. ASMV0TK9S01 DCI Bus B DU-1 control schematic 2012-10-16
- f. ASMV0TK9S03 DCI Bus B DU-2 control schematic 2012-10-16
- g. ASMV0TK9S04 DCI Bus B DU-2 control schematic 2012-10-16
- h. AWMV0TK9S02 DCI Bus B DU-1 control wiring 2022-04-26
- i. AWMV0TK9S05 DCI Bus B DU-2 control wiring 2022-04-26

Pump-2, 3B & 3D Gear

- j. Demo, removal, disposal of Pump-2 3B & 3D Gear
- k. Unloading, rigging, placement and install of Pump-2 3B & 3D Gear
- l. Disconnect/Reconnect of Pump 2 HV Motor Feeds, (No new wire accounted for)

- m. Disconnect/Reconnect of Pump 2 HV Capacitor Feed, (No new wire accounted for)
- n. Disconnect/Reconnect/Loop Check of Pump 2 RTD's (12 triads), (No new wire accounted for)
- o. Disconnect/Megger/Reconnect/ of Pump 2 CTB to DV1 (12 wires), (No new wire accounted for)
- p. Disconnect/Megger/Reconnect of Pump 2 CTB to TBD (10 wires), (No new wire accounted for)
- q. Disconnect/Megger/Reconnect of Pump 2 CTB to TBE (8 wires), (No new wire accounted for)
- r. Disconnect/Megger/Reconnect of Pump 2 CTB to ACP (2 Wires), (No new wire accounted for)
- s. Disconnect/Megger/Reconnect of Pump 2 CTB to Power (2 wires), (No new wire accounted for)
- t. Disconnect/Megger/Reconnect of Pump 2 CTB to Unknown (10 wires), (No new wire accounted for)

Pump-1, 4B & 4D Gear

- a. Procure and Install Pump 1 Temp Conduit Support for Scada Conduit/Wire.
- b. Demo, removal, disposal of Pump 1 4B & 4D Gear
- c. Unloading, rigging, placement and install of Pump 1 4B & 4D Gear
- d. Disconnect/Demo Pump Unit 1 HV Motor Feeds
- e. Disconnect/Demo Pump Unit 1 HV Capacitor Feed
- f. Disconnect/Demo Pump Unit 1 RTD's (12 triads)
- g. Disconnect/Demo Pump 1 CTB to DV1 (12 wires)
- h. Disconnect/Demo Pump 1 CTB to TBD (10 wires)
- i. Disconnect/Demo Pump 1 CTB to TBE (8 wires)
- j. Disconnect/Demo Pump 1 CTB to ACP (2 Wires)
- k. Disconnect/Demo Pump 1 CTB to Power (2 wires)
- l. Disconnect/Demo Pump 1 CTB to Unknown (10 wires)
- m. Procure/Install/Hi Pot Pump Unit 1 HV Motor Feeds
- n. Procure/Install/Hi Pot Pump Unit 1 HV Capacitor Feed
- o. Procure/Install/Loop Check Pump Unit 1 RTD's (12 triads)
- p. Procure/Install/Megger Pump 1 CTB to DV1 (12 wires)
- q. Procure/Install/Megger Disconnect/Demo Pump 1 CTB to TBD (10 wires)
- r. Procure/Install/Megger Disconnect/Demo Pump 1 CTB to TBE (8 wires)
- s. Procure/Install/Megger Disconnect/Demo Pump 1 CTB to ACP (2 Wires)
- t. Procure/Install/Megger Disconnect/Demo Pump 1 CTB to Power (2 wires)
- u. Procure/Install/Megger Disconnect/Demo Pump 1 CTB to Unknown (10 wires)

Site Acceptance Testing – Start-Up and Commissioning of the MV Motor Starters

Field Labor Services (2) each FSR Personnel Onsite for (1) week to perform in accordance with Eaton Guidelines for Site Acceptance Testing - Start Up and Commissioning including wiring inter- connections of both MV Starters (Pump #1 and #2). Upon completion of the project, Eaton will furnish a comprehensive engineering report including findings, test data and recommendations.

5 Equipment Bill of Material

See attached Appendix A for Customer Furnished Materials.

6 Pricing

Pricing for the scope of work described above is as follows:

| Item | Phase #2 Installation Removal - Replacement of (2) MV AmpGard Motor Starters for Pumps #1 - #2 | Distributor (NET) |
|-------------------------------------|--|----------------------|
| 001 | Installation and Commissioning of 1 Structure (2) Ampgard Medium Voltage Motor Control, 4160V, 60Hz, 1200Amps, per GO#MSR0004724-006 | \$386,307.41 |
| Total Distributor Net Price: | | \$386,307.41 |

Price for the above scope of work is based on performing site work on a weekday-day turn. If the work cannot be performed during regular working hours (6am-5pm) or must be performed on weekends or holidays, you must contact us to adjust the price accordingly. Pricing is only valid for 30 days from the issue date of this proposal.

7 Delivery

Schedule: The scheduling of work is mutually agreed by the customer and Eaton to begin **September 8th, 2025**, upon receipt of finalized contract and Purchase Order by **June 5, 2025**.

8 Order Entry

Please email an electronic copy of the purchase order to kylestarr@eaton.com. To ensure proper order processing, please include the following information in the PO:

- Addressed to: Eaton Corporation
5735 W. Las Positas Blvd. Suite 100
Pleasanton, CA 94588

Reference in the PO, **Eaton proposal number SFK5-250409-01-KJS-R1**

- The ship-to address and site contact name, number and email
- The bill-to address and purchasing contact information

9 Payment

Payment terms are net 30-days and an initial payment upon receipt of purchase order may be requested. Progress payments will be required and will be based upon the following schedule:

10% payment with receipt of valid purchase order and signed contract
30% payment upon delivery of submittal drawings.
15% payment upon shipment of equipment
35% payment upon completion of installation of new equipment
10% upon completion of site acceptance tests and commissioning and approval by customer of final as built drawings submitted by Eaton.

10 Qualifications / Clarifications

- All work to be completed at straight time, Monday through Friday except for scheduled outages as defined in our proposal.
- Eaton has included 10 total hours of safety training for the first workday (10 people @ 1 hour each).
- 3rd party UL inspection not included. Requirements for UL listed components are the responsibility of the end user.
- No time/labor included for site specific training meetings/classes/videos. If required, additional charges will apply and will be estimated on a T&M basis, billed separately from this proposal.
- Any significant delays due to adverse weather will result in additional charges, on a T&M basis.
- If straight time work is required to be performed on an overtime basis, Customer will be billed the difference between the straight time and overtime rate.
- Stand-by power needs, if deemed necessary, are not included.
- Applicable fees for outage related costs, including stand-by and re-connect services, are not included and will be billed as accrued on a T&M basis.
- Method of procedure (MOP) development or meeting time not outlined in the scope of work will be treated as an extra.
- Delays beyond the control of Eaton, extras and authorized additional work will be charged in accordance with the Eaton's Electrical Engineering Services & Systems the Current Price List PL02700001E.
- Job cancellation/reschedules/delay charges:
 - If a job is cancelled, delayed, rescheduled, or postponed 5 days or less prior to scheduled service, Eaton reserves the right to assess a charge of 35% of the purchase order value or actual costs, plus a 15% handling charge (whichever is greater)
- Waste Management:
 - Proposal includes disposal of existing damaged switchgear lineup and debris that is brought onto the construction site by Eaton and sub-contractors only. Disposal of materials not created by Eaton or subcontractor onsite will be the responsibility of others.
- Excavated soils are assumed to be non-contaminated and will be left onsite and smoothed flat
 - It is the responsibility of Customer to hire a local environmental engineering firm to perform any site-specific hazardous material testing
 - Handling or remediation of contaminated or hazardous materials or associated soil/air monitoring is not included with Eaton's scope of work.

11 Testing Clarifications

- All testing will be performed by Eaton's Electrical Engineering Services & Systems (EESS) per Eaton's standard testing guidelines unless otherwise specified.
- NETA testing is specified and will be provided by Eaton. Eaton field personnel are certified to test per NETA standards by the National Institute for Certification in Engineering Technologies (NICET) Electrical Power Certification Program. This program provides an independent verification of the capabilities, knowledge and experience of our field personnel for electrical testing.
- Testing will be completed on the specific electrical equipment, whereas, if not clearly identified, circuit breakers below 200 amperes and transformers below 75kVA are not tested.
- All test results will be evaluated in accordance with manufacturer's published data.
- No "Optional" NETA tests are included.
- Customer to provide trip unit settings and/or relay logic configuration files for protective devices. Note: Eaton can provide an adder for the required power system studies and

input/output logic. Customer to furnish SEL-710-5 Motor Protection Relay to be installed by Eaton Service.

- The isolation of cables for testing will be completed by opening the line and load devices only. No unbolting of cables for isolation has been included.
- Testing of panelboards has not been included; they will have a thermographic inspection performed only.
- Unless noted, site acceptance testing services include breakers 200A and larger and transformers 75kVA and larger only.

12 Safety Training of Eaton Field Personnel:

- All Eaton field personnel received training to comply with OSHA CFR1910 Electrical Safety Standard, which sets minimum safety rules and practices for the design, operation, and maintenance of high-voltage systems (over 600 volts). Safety standards are in place to meet or exceed NFPA 70E requirements, and appropriate Personal Protective Equipment (PPE) have been issued.
- The customer is responsible to ensure that any supporting plant personnel have also be fully trained in electrical safety and provided with the appropriate personnel protective equipment.

13 Safety Arc-Flash Provisional Statement:

The customer supplied Arc-Flash study along with their labeled equipment to meet NFPA requirements will be used to determine the Personal Protective Equipment (PPE) required to perform the work required for this proposal. When a current study and labeling is not available, the time required to determine the proper PPE will be at the current rate per hour, unless included within the Eaton scope of work. Eaton will not perform work activities in situations where the proper level of PPE is not practical. At no time will work be performed when the arc-flash exposure levels are above 40 cal/cm². [The site will be on generator only. In addition to the CFM, Arc Flash Study, an electrical hazard assessment will also be used.](#)

14 Division of Responsibility

a. Eaton Responsibilities:

1. Eaton will provide you with a minimum notice of 72 hours of intent to service any equipment.
2. Eaton shall furnish test engineers, field technicians, support personnel, tools, equipment, materials, supplies and transportation as required.
3. Eaton will provide and install test grounds(*SLDMWA is in charge of all safety locks and safety grounds, except for test grounds*), Eaton will request from SLDMWA additional safety locks and safety grounds, as necessary.
4. as required, and in accordance with the facility safety guidelines. Eaton will review and accept the Clearance limits, locks, and grounds
5. Eaton will perform voltage test and install necessary circuit / equipment safety grounds to assure safe working conditions
6. Upon completion of work:
7. Eaton will remove safety grounds installed by Eaton
8. Eaton will remove safety locks installed by Eaton.

b. Customer Will Be Responsible for the Following:

Providing free access to equipment within their facility.

1. Ensuring that all equipment is available upon arrival of Eaton personnel, including removal from service to permit continuous progression of work. Delay time in making equipment available will be treated as an extra.
2. Identifying site contact for this project.
3. Providing electricians to remove equipment covers and re-install the same when required.
4. Coordinating all outages and perform all switching to de-energize and isolate equipment to be serviced.
5. Ensuring that all circuits to be de-energized have been clearly identified and that all plant personnel and downstream operations are aware of the required outage date, time and duration. This includes maintaining power to vital or necessary plant equipment and processes during the performance of this scope of work.
6. Providing a copy of the past maintenance records to Eaton personnel.
7. Providing manufacturers maintenance manuals upon arrival of Field Engineer/s.
8. Supplying a complete set of electrical plans, including the plant single-line diagram, specifications, and any pertinent change orders to Eaton before commencement of work.
9. Supply a suitable and stable source of power for operation of test and motorized equipment at each test site when normal power is removed or authorize Eaton to obtain a source of auxiliary power, Eaton shall specify requirements. Any non-standard generators rentals will result in a price adder to this proposal.
10. Providing a place to receive and unload replacement equipment, test equipment or other supplies.
11. Providing special tools supplied by equipment manufacturers.

15 Proprietary and Confidential Information

This submittal contains Eaton proprietary and confidential information, which may only be used by SLDMWA to evaluate and respond to this submittal. By accepting this submittal from Eaton, SLDMWA agrees to not use this submittal, or any information contained herein, in any manner adverse to Eaton's interests; to keep in confidence the submittal and all information contained; and to not disclose to any third party or publish this submittal, any portion thereof, or any information contained herein without Eaton's prior written consent.

16 Terms and Conditions

Any order arising out of this offer will be governed by the conditions contained in Eaton Selling Policy 25-000 effective September 1, 2021 or other mutually agreed upon terms and conditions by both parties, in writing. Taxes, if applicable, are not included. This offer is valid for 30 days unless otherwise extended, modified or withdrawn, in writing, by Eaton. Payments are due and payable net within thirty (30) days from the date of each invoice. A 3% surcharge will be added to all credit card transactions except where prohibited. Third party billing will be subject to an additional 15% fee

Sincerely,

Kyle Starr

Lead Service Sales Engineer
EATON CORPORATION
Electrical Services and Systems Division
5735 Suite #100 W. Las Positas Blvd.
Pleasanton, CA. 94588
KyleStarr@eaton.com
Mobile: (210) 952-7730
after hours emergency [\(800\) 498-2678](tel:8004982678)



Powering Business Worldwide



Eaton's Electrical Engineering Services & Systems

List rates (rates are per hour, USD) AB

| Service classifications | Straight | Overtime | Premium |
|--------------------------------------|----------|----------|---------|
| In-shop technician | \$233 | \$349 | \$469 |
| Field service technician | \$284 | \$429 | \$577 |
| Field service specialist/engineer | \$360 | \$544 | \$732 |
| Remote service specialist | \$360 | \$544 | \$732 |
| Power automation specialist | \$474 | \$716 | \$964 |
| Power systems engineer | \$474 | \$716 | \$964 |
| Special consultant/forensic analysis | \$588 | \$888 | \$1,197 |
| CAD technician | \$201 | \$304 | \$410 |
| Project coordinator | \$258 | \$399 | \$526 |
| Construction manager | \$398 | \$601 | \$810 |
| Design engineer | \$398 | \$601 | \$810 |
| Scheduler | \$471 | \$601 | \$810 |
| Project manager | \$471 | \$713 | \$960 |
| Project/principal engineer | \$471 | \$713 | \$960 |
| Safety specialist | \$471 | \$713 | \$960 |
| Quality specialist | \$471 | \$713 | \$960 |
| Excitation specialist | \$571 | \$863 | \$1,162 |

A Cost savings can result from flexibility in scheduling of field personnel, scopes of work that can be completed simultaneously, or other site specific factors. Please contact your local EESS District Operating Center (DOC) for potential cost savings.

B Firm fixed pricing can be provided based on a specified scope of work and a site visit by EESS, if required.

Note: Additional expenses may apply.

Service rates, USA

Eaton's Electrical Engineering Services & Systems (EESS) division provides energy and power solutions to help our customers' power distribution and control equipment operate more efficiently, effectively, safely and sustainably. Field services include switchgear modernization, maintenance, emergency response, startup and commissioning, acceptance testing, troubleshooting and repair, regardless of manufacturer.

Minimum billing

Technicians and field service specialists are billed at a 4-hour minimum for travel and services performed in 1–4 hours. For travel and services performed in 5–8 hours, the minimum is 8 hours. All other service classes are an 8-hour minimum.

Firm fixed price

Options for pricing a contract on a firm fixed basis are available.

Service classifications

The following are examples of work performed by classification (including, but not limited to):

- **In-shop technician:** Routine work (e.g., breaker reconditioning) performed on Eaton premises
- **Field service technician:** Non-complex startup and commissioning, acceptance testing, maintenance and repair
- **Field service specialist/engineer:** Complex startup and commissioning, system troubleshooting, relay setting and testing, customer training, maintenance and repair work; typically requires a higher level of training and experience than technician work
- **Remote service specialist:** Complex system troubleshooting and issue remediation guidance completed remotely using advanced technology and technical information
- **Power automation specialist:** Automation design and system integration
- **Power systems engineer:** Electrical system design, power system studies, arc flash analysis, project management and energy management services
- **Special consultant/forensic analysis:** Large/complex system design and analysis, failure and accident investigations and excitation support
- **CAD technician:** Incorporates sketches and concepts into AutoCAD, supporting the design process for facility layouts and electrical one-line diagram
- **Project coordinator:** Provide product delivery, claims/returns and project information
- **Design engineer:** Engineering and technical support for power systems studies, design, installation, startup, maintenance, repair and training
- **Construction manager:** Manage field operations including material, equipment tracking and subcontractors
- **Scheduler:** Management of customer orders, order entry, change orders and tracking through delivery
- **Project manager:** Project management of engineering, procurement and construction of electrical power system
- **Project/principal engineer:** Project design, development and oversight
- **Safety specialist:** Safety program management
- **Quality specialist:** QA/QC management
- **Excitation specialist:** Excitation system design and integration

Time classifications

- **Straight time:** Monday through Friday, normal business hours up to 8 hours
- **Overtime:** Monday through Friday, 8–12 hours or outside of normal business hours, Saturday up to 8 hours
- **Premium:** Monday through Friday, more than 12 hours, Saturday more than 8 hours, Sundays and holidays

An emergency surcharge of 15% may apply to work not previously scheduled at least 3 working days before commencement.

Other rates

- **Materials:** Costs include a handling charge of 35%
- **Equipment:** Lease or rental rates will be billed as appropriate and necessary
- **Contract labor/authorized service provider:** Will be billed at current local rates, plus a handling charge
- **Technical coordinators:** Will be billed at \$202/hr.
- **Travel:** Travel and living expenses, plus a handling charge of 25%
- **Travel time:** Based on portal-to-portal time for each person, not to exceed 8 hours per day, plus a handling charge
- **Mileage:** For standard-type vehicles, mileage is billed at \$2.65/mile
- **Standby time:** When service personnel are on the job site but are unable to perform services requested due to circumstances beyond EESS control, the customer will be billed at applicable rates
- **Job cancellation/delay charges:** If a job is cancelled, delayed, or postponed 5 days or less prior to scheduled service, EESS reserves the right to assess a charge of 35% of the purchase order value or actual costs, plus a 15% handling charge (whichever is greater)
- **Environmental:** Regulatory compliance fees will be charged where applicable
- **Off-site services:** The off-site labor hours required to perform the requested services will be billed at applicable rates. These hours may include job preparation, project management, design services, report writing, preassembly and other services as appropriate
- **High Cost Areas (HCA):** For work performed in Hawaii, Alaska, Puerto Rico, US Virgin Islands and the metropolitan areas of Los Angeles, CA; San Diego, CA; San Francisco, CA; Detroit, MI; Boston, MA; Chicago, IL; New York, NY; Seattle, WA; Philadelphia, PA, add 15% to each applicable rate classification
- **Deposition and court time:** Billed at the current special consultant/forensic analysis premium rate

EESS reserves the right to partial invoice based on progressive work scope and material delivery.

For contractual information, please refer to Eaton's standard Selling Policy 25-000.

For services performed in Canada, please refer to our Canadian Price List—Publication No. PL02700002K. For other regions, contact your local service manager for a quotation, or refer to our International Price List—Publication No. PL02700001Z.

We are the only factory-authorized service provider for Westinghouse, T Cutler-HammerE series, Cooper PowerE series, Bussmann series, Crouse-HindsE series and Eaton power distribution and control equipment.

For 24-hour emergency service, call 800-498-2678.

For further information on Eaton's electrical service offerings and locations, please visit Eaton.com/service.

Eaton
1000 Eaton Boulevard
Cleveland, OH 44122
United States
Eaton.com

© 2023 Eaton
All Rights Reserved
Printed in USA
Publication No. PL02700001E / Z28200
November 2023



Powering Business Worldwide

Eaton is a registered trademark.

All other trademarks are property of their respective owners.

Follow us on social media to get the latest product and support information.



APPENDIX - A

DRAFT

Detail Bill of Material

Project Name: SLD MVA MV STARTERS
2024

Negotiation No: SFK3-240910-01-EP

General Order No:

Alternate No: 0000

| Item No. | Qty | Product | Description |
|----------|-----|------------------------|---|
| | 1 | Medium Voltage Control | Ampgard Medium Voltage Motor Control, NEMA 1A (w/Gasketing), 4160V, 60 Hertz, 1200 Amps Main bus. |

Qty List of Materials

- 2 Character Color/Nameplate Color - White on Black
- 1 Warning Labels in English Only
- 1 System BIL is 60kV
- 2 Control Wire Marker - Sleeve Type
- 2 Control Wire Designation: Wire number only
- 1 Equipment Rated to work at 40C, 3281FT (1000 M)
- 1 Manufacturing Complexity Code A
- 2 Customer Terminals: Ring Tongue
- 2 Replacement of structure 4 for 'MSR0004724-006'. Controls to match ref order
- 2 Custom LV door
- 2 LV controls in upper compartment. MV cell in lower compartment.
- 2 Standard Structure
- 2 NEMA 1A (w/Gasketing)
- 2 PT Bus
- 2 4160V 60Hz 1200A Sleeve Insulated Copper Main Bus, 50ka Bracing
- 2 SilverPlated Copper Bus, Complete Bus
- 2 400A FLA 1-187, FVNR, Bolted Contactor Connection
- 2 Local Start/Stop Push Buttons Control Circuit
- 2 2KVA CPT
- 2 Control Voltage 120VAC
- 2 Clipped Fuse Mountings for 400A Starter
- 2 Main Contactor Drop Out Time 130ms
- 2 Load Cable Entry Bottom
- 2 Starter Isolation Switch
- 2 Current Limiting Power Fuses
- 2 Current Transformers
- 2 Main Contactor Roll-In/Roll-Out
- 2 Low Voltage Control Compartment
- 2 Set of Control Circuit Terminal Blocks
- 2 Interposing Relay 3NO 1NC
- 2 6 Pole CT Shorting Terminal Block (has GFCT terminals)
- 8 Lug Set: Crimp Type 2 Hole (#4 AWG)
- 2 Other (2) Position Selector Switch
- 2 30mm (10250T) Red Run/Close Indicating Light, PTT LED
- 2 30mm (10250T) Green Off/Open Indicating Light, PTT LED
- 2 30mm (10250T) Blue Indicating Light, PTT LED
- 2 30mm (10250T) Red Indicating Light, PTT LED
- 2 30mm (10250T) Green Indicating Light, PTT LED
- 4 30mm (10250T) Amber Indicating Light, PTT LED
- 2 30mm (10250T) White Indicating Light. PTT LED
- 2 30mm (10250T) Blue Indicating Light, PTT LED
- 2 30mm (10250T) Start Pushbutton
- 2 30mm (10250T) Stop, Emergency Pushbutton
- 2 GFCT 50/5
- 2 Timing Relay, Electronic for Starter
- 10 AR 4 Pole Relay for Starter
- 2 2.5" Panel Mount Elapsed Timer Meter (hours), Non-resettable for Starter
- 2 30mm (10250T) Reset Pushbutton
- 2 Panel Mount Operations Counter, 6 Digit, Resettable for Starter
- 2 Lockout Relay (Device 86) Electroschwitch for Starter

Detail Bill of Material

Project Name: SLD MWA MV STARTERS
General Order No:

Negotiation No: SFK3-240910-01-EP
Alternate No: 0000

| Qty | List of Materials |
|-----|---|
| 2 | Mtr. Space heater Disc. Contactor Interlock |
| 2 | Blank Auxiliary Compartment |
| 2 | Special Nameplates |
| 1 | Total Freight Price |

Eaton Selling Policy 25-000 applies.

All orders must be released for manufacture within 90 days of date of order entry. If approval drawings are required, drawings must be returned approved for release within 60 days of mailing. If drawings are not returned accordingly, and/or if shipment is delayed for any reason, the price of the order will increase by 1.0% per month or fraction thereof for the time the shipment is delayed.

Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from the COVID-19 pandemic or any future epidemic, and Buyer shall not be entitled to any damages resulting thereof.

DRAFT

Ampgard Medium Voltage Motor Control General Information

Specification

| | | | |
|------------------------|----------------------------|----------------------------------|---|
| Service Voltage: | 4160 | Enclosure Type: | NEMA 1A (w/Gasketing) |
| Labeling: | UL | Altitude: | -3280.8FT to 6561.7FT (-1000M to 2000M) |
| Fuse Mounting: | Clip-In 400A, Bolt-In 800A | Contactor Electrical Connection: | Bolt-In 400A, Stab-In 800A |
| Symmetrical kA Rating: | 50 | | |

Bus Specification

| | | | |
|-----------------------------|------------------------------|------------------------|---------------------|
| Main Horizontal Bus: | 1200 | Bus Density: | Standard |
| Plating: | Silver Plating, Complete Bus | Insulated: | Yes |
| Ground Bus 1/4" x 2", 600A: | | Ground Bus Plating: | Unplated (Standard) |
| Left Side Coordination: | NG Ampgard | Left Connection Type: | Bolted |
| Right Side Coordination: | None | Right Connection Type: | |
| Breaker Alignment: | No Breaker In Line-up | | |

Global Specifications

| | | | |
|-------------------------------|--------------------|--------------------------|----|
| Seismic Rated (6" Clearance): | No | Steel Bottom: | No |
| Channel Sills: | None | Mimic Bus: | No |
| Back to Back: | No | Aluminum Lead Plates: | No |
| Exterior Paint: | ANSI-61 Light Gray | Interior Paint: | |
| Window In All Starter Doors: | | Window In All LBS Doors: | No |

Miscellaneous Specifications

| | | | |
|-------------------------------|--|-----------------------------|----|
| Nameplate Material: | | | |
| Nameplate Color: | White on Black | | |
| Compartment Interior Markers: | Typed Vinyl Tape (White w/Black Letters) | | |
| Back of Door Markers: | None | | |
| Starter Lift Truck: | No | Breaker/Starter Lift Dolly: | No |
| Breaker Only Dolly: | No | Additional O&M Manuals: | |
| Witness Testing | | Customer Inspection | |

Wiring Options

| | | | |
|---------------------------|----------------------|----------------------|-------------|
| Wire Markers: | Sleeve Type | Wire Terminals: | Ring Tongue |
| Control Wire Gauge: | #14 | Controls Wire Color: | Red |
| CT Wire Gauge: | #12 | CT Wire Color: | Color Coded |
| Ground Wire Color: | Green, Yellow stripe | Conduit: | |
| Spare Contacts Wired Out: | | | |

Space Heater Bus

| | | | |
|---------------------------|------|-------------------------|------|
| Cubicle Space Heater Bus: | None | Motor Space Heater Bus: | None |
|---------------------------|------|-------------------------|------|

Two Wire Bus

| | | | |
|--------------------|----|---------------------|----|
| DC Bus: | No | Communications Bus: | |
| UPS Bus: | | Test Power Bus: | No |
| Control Power Bus: | No | Other Two Wire Bus: | |

Other Buses

| | | | |
|----------------------|-----|-----------------------|--|
| PT Bus: | Yes | Other Three Wire Bus: | |
| Other Four Wire Bus: | | | |

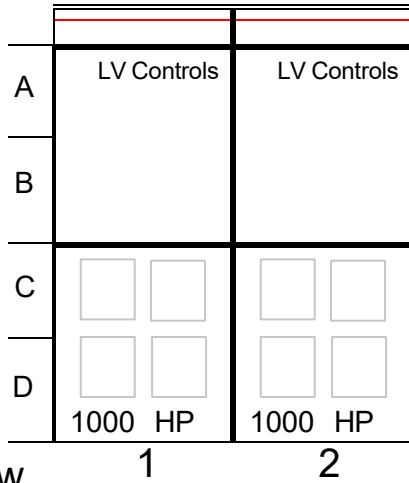
Lugs

| | | | |
|-------------------|-------------------|----------------------|----|
| Main Lugs Type: | None | Line-Up Ground Lugs: | No |
| Load Lugs Type: | Crimp Type 2 Hole | | |
| Ground Lugs Type: | Crimp Type 2 Hole | | |

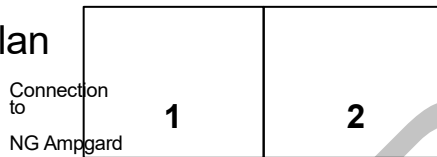
Lead-Time:

The information on this document is created by Eaton. It is disclosed in confidence and it is only to be used for the purpose in which it is supplied.

| | | | |
|---|----------------------------------|--------------------------------------|-----------------|
| PREPARED BY DYLAN LAVALLEE | DATE 9/10/2024 | Eaton | Asheville, NC |
| APPROVED BY | DATE | JOB NAME SLDMWA MV STARTERS | |
| VERSION 1.2.3.2 | TYPE Ampgard MV Motor Control | DRAWING TYPE Customer Appr. | |
| REVISION 0 | DWG SIZE A | G.O. | ITEM |
| NEG-ALT Number SFK3-240910-01-EP ALT: 0000 | | | SHEET 1 of 5 |



Rear
Floor Plan



| | | | | | | |
|---------------|-------|-------|--|--|--|--|
| Structure | 1 | 2 | | | | |
| Ship-Inches | | 72 | | | | |
| Ship-MM | | 1828 | | | | |
| Width-Inches | 36.00 | 36.00 | | | | |
| Width-MM | 914 | 914 | | | | |
| Depth-Inches | 30 | 30 | | | | |
| Depth-MM | 762 | 762 | | | | |
| Height-Inches | 92 | 92 | | | | |
| Height-MM | 2336 | 2336 | | | | |
| Weight-Lbs. | 1300 | 1300 | | | | |
| Weight-Kg | 589 | 589 | | | | |

The information on this document is created by Eaton. It is disclosed in confidence and it is only to be used for the purpose in which it is supplied.

| | | | | | |
|---|-------------------|----------------------------------|------|--------------------------------|-----------------|
| PREPARED BY DYLAN LAVALLEE | DATE 9/10/2024 | Eaton Asheville, NC | | | |
| APPROVED BY | DATE | JOB NAME Quotes 2024 | | | |
| VERSION 1.2.3.2 | | TYPE Ampgard MV Motor Control | | DRAWING TYPE Customer Appr. | |
| NEG-ALT Number SFK3-240910-01-EP ALT: 0000 | REVISION 0 | DWG SIZE A | G.O. | ITEM | SHEET 2 of 5 |

Global Special Modifications

Custom LV door

Special Nameplates

1 Starter

No Composite Match

Catalog Number:

AC364CE

Catalog Number:

S210C4BE

Entered Power Value: 1000

Mechanical Latch: None

Space Heater Rating: None

Ride Through Circuit: 130ms

Cable Size:

Incoming Load Direction:

Cable Size:

Number of Cables:

Number of Cables:

Ground Size:

Ground Size:

Number of Grounds:

Number of Grounds:

Starter Isolation Switch

Current Limiting Power Fuses

Current Transformers

Main Contactor Roll-In/Roll-Out

Low Voltage Control Compartment

Set of Control Circuit Terminal Blocks

Interposing Relay 3NO 1NC

6 Pole CT Shorting Terminal Block (has GFCT terminals)

Other (2) Position Selector Switch

30mm (10250T) Red Run/Close Indicating Light,
PTT LED

30mm (10250T) Green Off/Open Indicating Light,
PTT LED

30mm (10250T) Blue Indicating Light, PTT LED

30mm (10250T) Red Indicating Light, PTT LED

30mm (10250T) Green Indicating Light, PTT LED

30mm (10250T) Amber Indicating Light, PTT LED

30mm (10250T) White Indicating Light. PTT LED

| | | | | | | |
|--|--------------------|---------------|----------------------------------|-------------------------|--------------------------------|-----------------|
| The information on this document is created by Eaton. It is disclosed in confidence and it is only to be used for the purpose in which it is supplied. | PREPARED BY | | DATE | Eaton Asheville, NC | | |
| | DYLAN LAVALLEE | | 9/10/2024 | | | |
| | APPROVED BY | | DATE | JOB NAME Quotes 2024 | | |
| | | | | DESIGNATION | | |
| | VERSION 1.2.3.2 | | TYPE Ampgard MV Motor Control | | DRAWING TYPE Customer Appr. | |
| NEG-ALT Number SFK3-240910-01-EP ALT: 0000 | REVISION 0 | DWG SIZE A | G.O. | | ITEM | SHEET 3 of 5 |

30mm (10250T) Blue Indicating Light, PTT LED
30mm (10250T) Start Pushbutton
30mm (10250T) Stop, Emergency Pushbutton
GFCT 50/5
Timing Relay, Electronic for Starter
AR 4 Pole Relay for Starter
2.5" Panel Mount Elapsed Timer Meter (hours),
Non-resettable for Starter
30mm (10250T) Reset Pushbutton
Panel Mount Operations Counter,6 Digit,
Resettable for Starter
Lockout Relay (Device 86) Electroswitch for
Starter

2 Starter

Structure Composite Drawing: No Composite Match

Unit 2B Auxiliary Compartment-Blank Auxiliary
Compartment

Unit 2D Catalog Number: AC364CE
Starter-400A FLA 1-187, FVNR, Bolted Contactor
Connection

Catalog Number: S210C4BE
Power Units: HP
Entered Power Value: 1000
Control Power Transformer: 2 KVA
Mechanical Latch: None
Space Heater Rating: None

Ride Through Circuit: 130ms

Incoming Line Direction:
Cable Size:

Incoming Load Direction:
Cable Size:

Number of Cables:
Ground Size:

Number of Cables:
Ground Size:

Number of Grounds:
Starter Isolation Switch
Current Limiting Power Fuses
Current Transformers
Main Contactor Roll-In/Roll-Out
Low Voltage Control Compartment
Set of Control Circuit Terminal Blocks
Interposing Relay 3NO 1NC
6 Pole CT Shorting Terminal Block (has GFCT
terminals)
Other (2) Position Selector Switch
30mm (10250T) Red Run/Close Indicating Light,
PTT LED
30mm (10250T) Green Off/Open Indicating Light,

Number of Grounds:

Bottom
#4
AWG
2
#4
AWG
2

The information on this document is
created by Eaton. It is disclosed in
confidence and it is only to be used for
the purpose in which it is supplied.

PREPARED BY DATE
DYLAN LAVALLEE 9/10/2024

Eaton Asheville, NC

APPROVED BY DATE JOB NAME
DESIGNATION Quotes 2024

VERSION TYPE DRAWING TYPE
1.2.3.2 Ampgard MV Motor Control Customer Appr.

NEG-ALT Number REVISION DWG SIZE G.O. ITEM SHEET
SFK3-240910-01-EP ALT: 0000 0 A 4 of 5

PTT LED
30mm (10250T) Blue Indicating Light, PTT LED
30mm (10250T) Red Indicating Light, PTT LED
30mm (10250T) Green Indicating Light, PTT LED
30mm (10250T) Amber Indicating Light, PTT LED
30mm (10250T) White Indicating Light. PTT LED
30mm (10250T) Blue Indicating Light, PTT LED
30mm (10250T) Start Pushbutton
30mm (10250T) Stop, Emergency Pushbutton
GFCT 50/5
Timing Relay, Electronic for Starter
AR 4 Pole Relay for Starter
2.5" Panel Mount Elapsed Timer Meter (hours),
Non-resettable for Starter
30mm (10250T) Reset Pushbutton
Panel Mount Operations Counter,6 Digit,
Resettable for Starter
Lockout Relay (Device 86) Electros witch for
Starter

DRAFT

| | | | | | | |
|--|---|--|---|-------------------------|--------------------------------|------|
| The information on this document is created by Eaton. It is disclosed in confidence and it is only to be used for the purpose in which it is supplied. | PREPARED BY DYLAN LAVALLEE | | DATE 9/10/2024 | Eaton Asheville, NC | | |
| | APPROVED BY | | DATE | JOB NAME Quotes 2024 | | |
| | VERSION 1.2.3.2 | | DESIGNATION TYPE Ampgard MV Motor Control | | DRAWING TYPE Customer Appr. | |
| | NEG-ALT Number SFK3-240910-01-EP ALT: 0000 | | REVISION 0 | DWG SIZE A | G.O. | ITEM |

APPENDIX - B

DRAFT



Eaton Corporation
221 Heywood Road
Arden, NC 28704

Medium Voltage Starters

Witness Test Procedure.

The following Procedure provides Eaton's "Witness Test Standards" for performing factory witness test.

These guidelines do not cover all details, variations, or combinations of the equipment, its installation, checkout, and safe operation. Care will be exercised to comply with local, state, and national regulations, as well as safety practices for this class of equipment.

All switchgear will be operated and tested by qualified Eaton personnel as defined by OSHA 29CFR1910 subpart 5 and NFPA 70E.



**ALL OPERATIONS INVOLVING TEST EQUIPMENT OR EQUIPMENT
ENERGIZATION WILL BE CONDUCTED BY CUTLER-HAMMER ON SITE
PERSONNEL.**

For a complete list of Instruction Leaflets (IL's) and Instruction Bulletins (IB's), access the Eaton website at <http://www.eaton.com/>.



Supplied Materials

- ☐ PDF of drawings
- ☐ Agenda
- ☐ Teleconference Details

Prior to Testing

- 1) Review:
- ☐ Construction drawings associated with the equipment being tested
 - ☐ Site safety rules and emergency procedures

Inspection and Test Procedures

A FINAL REVIEW OF COMMENTS/DEFICIENCIES WILL BE CONDUCTED AT CONCLUSION OF TESTING.

1) Visual:

- ☐ The device nameplate information is identical with the switchgear drawings
- ☐ Check starters, fuses and capacitors to ensure they have the proper ampere, voltage and interrupting rating
- ☐ Verify all high voltage labels, UL labels and ANSI require labels are visible
- ☐ Auxiliary devices such as protective devices, meters, control switches are installed and wired
- ☐ Confirm all VT and CT ratios properly correspond to drawings
- ☐ Confirm primary and secondary fuse ratings match drawings
- ☐ Verify meter scaling and type match drawings
- ☐ Verify Cubicle Heaters and Thermostat installed (if applicable)
- ☐ Verify correct cable entry positions i.e. top entry/bottom entry
- ☐ Verify correct cable lugs (if required)

2) Mechanical:

Verify Interlocks

- ☐ Ensure Handle in a closed position prevents opening of medium voltage door
- ☐ Check proper operation of detent with medium voltage door open
- ☐ With contactor closed ensure isolation switch cannot be operated

Verify Contactor/Breaker

- ☐ Check primary disconnects, insulators and inter-phase barriers
- ☐ Check isolation switch linkage and shutters

Verify Mechanical Contactor/Breaker Operation

- ☐ Open and close each isolation switch and verify shutter operation is correct and complete
- ☐ Open and close each Potential Transformer door(s) check for interferences (if applicable) and confirm door interlock prevents opening of the door when the Handle is in the closed position

3) Electrical:

The protective relay, metering, and control settings must be supplied by the customers' engineer or from a Power System Study performed prior to commissioning.

Apply Control Power to the Starter

Verify Electrical Starter Operation

- ☐ Open and close each starter/breaker electrically
- ☐ Open and close each starter/breaker from remote terminals (if applicable)
- ☐ Close starter/breaker, trip starter utilizing protective relay (if applicable)

- ☐ Verify all indicating lights and push buttons operate properly

Verify Metering

- ☐ Functionally test metering devices by energizing circuits to rated values

4) Customer Comments

- ☐ Complete 'QA Form 113 Customer Witness Test' and submit to appropriate product line representative

5) Revisions

2. Updated and submitted for approval
 3. Updated grammar, added additional checks, and corrected spelling error
 4. Updated for virtual operation
-

DRAFT

Solid-State Reduced Voltage Starter Medium Voltage

Medium Voltage Solid-State Reduced Voltage Starters, covered by this guideline, are comprised of Eaton Corporation type MV4S medium voltage Solid-State Reduced Voltage Starters. Other manufacturers of similar type are covered by this guideline as well.

Eaton Corporation has identified that warranty-related costs may be associated with improper site testing by groups which are not factory trained. Eaton Corporation offers a Standard 2-Year Warranty on Eaton Corporation products, when all engineering studies and site acceptance testing is completed by Eaton's Electrical Engineering Services & Systems (EESS).

The following guideline provides EESS "Accepted Standards" for performing site testing services as recommended by the manufacturer. These guidelines do not cover all details, variations, or combinations of the equipment, its installation, checkout, and safe operation. Care must be exercised to comply with local, state, and national regulations, as well as safety practices for this class of equipment.

Consult specific instruction manuals and drawings for detailed installation and operating procedures. Medium Voltage Solid-State Reduced Voltage Starters should be installed, operated, and maintained by qualified personnel as defined by OSHA.

DO NOT ATTEMPT TO INSTALL OR WORK ON EQUIPMENT WHILE IT IS ENERGIZED



Always verify that no voltage is present before proceeding with testing. Assume all circuits are energized. Confirm primary sources of power are disconnected, tagged, and locked out. Always follow all local, state, and national regulations including OSHA requirements and generally accepted safety procedures.

For a complete list of Instruction Leaflets (IL's) and Instruction Bulletins (IB's), access the Eaton Corporation website at www.eaton.com/electrical.



Powering Business Worldwide

PART 1 SITE ACCEPTANCE TESTING

1.01 MECHANICAL AND VISUAL INSPECTION

- A. Examine the solid-state reduced voltage starter installation
 - 1. Shipped loose and shipped short components
 - 2. Shipping damage
 - 3. Loose or obviously damaged components
 - 4. Proper identification
 - 5. Physical damage from installation
- B. Inspect:
 - 1. Mounting of the assembly
 - 2. Inspect grounding connections
 - 3. Insulators for evidence of physical damage or contaminated surfaces.
 - 4. Wiring for damaged insulation, broken leads, proper crimping, and overall general condition
- C. Review the solid-state reduced voltage starter sizing with the motor sizing and application requirements.
- D. Review automation system to be used (as applicable) with solid-state reduced voltage starter
- E. Perform safety inspection of the solid-state reduced voltage starter installation and its associated equipment.
 - 1. Tag and lock out all power sources to the solid-state reduced voltage starter according to the end users and commissioners policies until the commissioner is prepared to energize the solid-state reduced voltage starter.
 - 2. Perform a walk around of the application and equipment to determine level of preparedness for operation.
 - 3. Test all safety interlock operation
 - 4. Survey the installation environment to ensure it is safe and is within Eaton solid-state reduced voltage starter ambient specifications (<40 Degrees C) for operation.
 - 5. Establish whether solid-state reduced voltage starter testing will be performed with or without its load attached.
 - 6. Have end user representative prepare equipment if necessary for integrated testing.
- F. Review solid-state reduced voltage starter installation and its connected load for proper installation.
 - 1. Record motor nameplate information.
 - 2. Verify correct enclosure type for environment
 - 3. Verify load cables are < 1000ft of total cable.
 - 4. Note any load side capacitance that may adversely interact with soft-start including the motor terminal box.
 - 5. Incoming power, outgoing motor, and control wiring are each in their own conduit.
 - 6. All wiring has been accomplished to manufacturer's specifications for the size of the solid-state reduced voltage starter and its connected load.
 - 7. The solid-state reduced voltage starter is clean and free of installation debris, equipment, or tools.

1.02 INITIAL ENERGIZATION

- A. Perform Pre-Power checks.
 - 1. Perform continuity tests on all power and control fuses.
 - 2. Check connection of all fiber optic connections from the CPU board to the MV4S truck. Physically tug on all cables to make sure they are firmly seated.
 - 3. Review cable and motor SAT test results.
- B. Perform initial power on safety checks.

Site Acceptance Testing & Start-up Guideline

Solid-State Reduced Voltage Starter – Medium Voltage

January 2015

1. With the isolation switch in the off position plug an extension cord into the test plug in the low voltage control compartment.
2. Verify power-up of the control circuit, especially the motor protective relay (MPR) and MV4S control in the lower compartment. Verify green LEDs lit on all MV4S poles.
3. Verify programming of the MPR including programming notes on the schematic. Relay should NOT be set for reduced voltage operation.
4. Verify programming of the MV4S. Protection settings on the MV4S are backup for the MPR settings only and can be turned off or set to guard band positions. Guard band is defined as 10% wider than MPR settings.
5. If PT bus is used, read the voltage on all applicable starter metering and verify it reads correct with actual bus voltage.
6. Remove extension cord and replace test plug.

C. Powered Checklist

1. Close isolation switch and verify power-up of the control circuit.
2. Verify operation of the starter by performing a low output test.
3. Bump for rotation by placing the MV4S in jog mode and raising the jog voltage gradually.
 - a. Have customer representative confirm that the motor is ready to rotate.
 - b. Bump the motor to check it's direction of rotation in the following order:
 1. Check rotation from the solid-state reduced voltage starter.
 2. After checking solid-state reduced voltage starter rotation if a bypass is used, check rotation from the bypass.
4. Initiate a momentary start-stop sufficient to cause motor rotation and determine optimal starting voltage.
5. Place the MV4S in voltage ramp mode unless the current limit mode is specifically desired.
6. On set point page 2, enter the optimum starting voltage from the step above as initial voltage. Set ramp time to appropriate value.
7. On set point page 8, enter the expected acceleration time plus five seconds.
8. Obtain the maximum allowable start time from motor data sheet or motor manufacturer's representative.
9. Initiate a start. If problems are encountered consult the MV4S Troubleshooting Guide.

Whenever the motor has been started and run, if even for a portion of start-up, allow 15 minutes for the snubber capacitors on the poles to discharge before touching the poles. A tic tracer will not register a DC voltage

10. Program any additional solid-state reduced voltage starter parameters as specified by the customer and in accordance manufacturer's model-specific instructions

D. Operation of the RVSS and Motor

1. It is preferred that the testing from this point on be done with the motor coupled to the normal operating load.
2. Testing of an unload application or just a motor is valid but should be noted in the commissioning documentation.
3. Perform operational checks in accordance with manufacturer's model-specific instructions

1.03 AFTER TESTING

A. Final Inspection:

1. Verify that the equipment is thoroughly clean. Notify the customer if the equipment is not clean.

B. Finish recording data on the EESS data form, completely filling in all the appropriate blocks

Site Acceptance Testing & Start-up Guideline

Solid-State Reduced Voltage Starter – Medium Voltage

January 2015

- C. Note corrective actions taken, deficiencies and recommendations, and any general comments
- D. Forward a copy of the Commissioning Report Form, marked prints of any circuit changes, and the settings files of the MV4S and MPR to the factory.
- E. Apply an EESS test sticker to the equipment
- F. Review and organize all test results and forms
- G. Contact a customer representative to report results and follow-up actions
- H. Write and submit a formal report

PART 2 ADDITIONAL SITE SERVICES

2.01 STARTUP AND ENERGIZING SERVICES (TIME AND MATERIAL SERVICES)

- A. Initial energization on-site support
- B. Voltage Phasing and/or Rotation tests
- C. Program motor protective device addresses for microprocessor-communication packages
- D. Perform typical operational checks including:
 - 1. Measure and record motor voltage and compare to solid-state reduced voltage starter display
 - 2. Measure and record motor current and compare to solid-state reduced voltage starter display
 - 3. Measure and record line voltage and line current
 - 4. Perform full power motor run
 - 5. Confirm control systems function

2.02 FUNCTIONAL PERFORMANCE TEST

- A. Perform system function tests. The system function tests must prove the correct interaction with external control processes.



Eaton Corporation
Electrical Sector
1000 Cherrington Parkway
Moon Township, PA 15108
877-ETN-CARE (877-386-2273)
Eaton.com

© 2015 Eaton Corporation
All Rights Reserved
Printed in USA
Publication No. SATSU-15-1 Solid-State Reduced Voltage Starter – Medium Voltage
January 2015

Domestic U.S.A. General Terms and Conditions of Sale for Distribution and Control Products and Services

Terms and Conditions of Sale. The Terms and Conditions of Sale set forth herein, and any supplements which may be attached hereto, constitute the full and final expression of the contract for the sale of products or services ("Product(s)" or "Services") by Eaton Corporation ("Seller") to the Buyer, and supersedes all prior quotations, purchase orders, correspondence or communications, whether written or oral, between the Seller and the Buyer. Notwithstanding any contrary language in the Buyer's purchase order, correspondence or other form of acknowledgment, Buyer shall be bound by these Terms and Conditions of Sale when it sends a purchase order or otherwise indicates acceptance of this contract, or when it accepts delivery from Seller of the Products or Services. THE CONTRACT FOR SALE OF THE PRODUCTS OR SERVICES IS EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS OF SALE STATED HEREIN. ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY BUYER ARE REJECTED UNLESS EXPRESSLY AGREED TO IN WRITING BY SELLER. No contract shall exist except as herein provided.

Complete Agreement. All Seller documents referenced in these Terms and Conditions of Sale are hereby incorporated by reference into the terms herein. No amendment or modification hereto nor any statement, representation or warranty not contained herein shall be binding on the Seller unless made in writing by an authorized representative of the Seller. Prior dealings, usage of the trade or a course of performance shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party had knowledge of the nature of the performance and opportunity for objection.

Quotations. A written quotation is valid for 30 days from its date unless otherwise stated in the quotation or terminated sooner by notice. Verbal quotations, unless accepted, expire the same day they are made. A complete signed order must be received by Seller within 20 calendar days of notification of award, otherwise the price and shipment will be subject to re-negotiation.

TERMINATION AND CANCELLATION

Products. Any order may be terminated by the Buyer only by written notice and upon payment of reasonable termination charges, including all progress billings and all incurred direct manufacturing costs.

Services. Any order may be terminated by the Buyer only by written notice and upon payment of reasonable termination charges including all costs plus profit. Seller shall have the right to cancel any order at any time by written notice if Buyer breaches any of the terms hereof, becomes the subject of any proceeding under state or federal law for the relief of debtors, or otherwise becomes insolvent or bankrupt, generally does not pay its debts as they become due or makes an assignment for the benefit of creditors.

Prices. All prices are subject to change without notice. In the event of a price change, the effective date of the change will be the date of the new price or discount sheet, letter or telegram. All quotations made or orders accepted after the effective date will be on the new basis. For existing orders, the price of the unshipped portion of an order will be the price in effect at time of shipment.

Price Policy – Products and Services. When prices are quoted as firm for quoted shipment, they are firm provided the following conditions are met:

1. The order is released with complete engineering details.
2. Shipment of Products is made, and Services purchased are provided within the quoted lead time.
3. When drawings for approval are required for any Products, the drawings applicable to those Products must be returned within 30* calendar days from the date of the original mailing of the drawings by Seller. The return drawings must be released for manufacture and shipment and must be marked "APPROVED" or "APPROVED AS NOTED." Drawing re-submittals which are required for any other reason than to correct Seller errors will not extend the 30-day period.

If the Buyer initiates or in any way causes delays in shipment, provision of Services or return of approval drawings beyond the periods stated above, the price of the Products or Services will be increased 1% per month or fraction thereof up to a maximum of 18 months from the date of the Buyer's order. For delays resulting in shipment or provision of Services beyond 18 months from the date of the Buyer's order, the price must be renegotiated.

Price Policy – BLS. Refer to Price Policy 25-050.

Minimum Billing. Orders less than \$1,000 will be assessed a shipping and handling charge of 5% of the price of the order, with a minimum charge of \$25.00 unless noted differently on Product discount sheets.

Taxes. The price does not include any taxes. Buyer shall be responsible for the payment of all taxes applicable to, or arising from, the transaction, the Products, its sale, value or use, or any Services performed in connection therewith regardless of the person or entity actually taxed.

TERMS OF PAYMENT

Products. Acceptance of all orders is subject to the Buyer meeting Seller's credit requirements. Terms of payment are subject to change for failure to meet such requirements. Seller reserves the right at any time to demand full or partial payment before proceeding with a contract of sale as a result of changes in the financial condition of the Buyer. Terms of Payment are either Net 30 days from the date of invoice of each shipment or carry a cash discount based on Product type. Specific payment terms for Products are outlined in the applicable Product discount schedules.

Services. Terms of payment are net within 30 days from date of invoice for orders amounting to less than \$50,000.00. Terms of payment for orders exceeding \$50,000.00 shall be made according to the following:

1. Twenty percent (20%) of order value with the purchase order payable 30 days from date of invoice.

* 60 days for orders through contractors to allow time for their review and approval before and after transmitting them to their customers.

2. Eighty percent (80%) of order value in equal monthly payments over the performance period payable 30 days from date of invoice.

Except for work performed (i) under a firm fixed price basis or (ii) pursuant to terms of a previously priced existing contract between Seller and Buyer, invoices for work performed by Seller shall have added and noted on each invoice a charge of 3% (over and above the price of the work) which is related to Seller compliance with present and proposed environmental, health and safety regulations associated with prescribed requirements covering hazardous materials management and employee training, communications, personal protective equipment, documentation and record keeping associated therewith.

Adequate Assurances. If, in the judgment of Seller, the financial condition of the Buyer, at any time during the period of the contract, does not justify the terms of payment specified, Seller may require full or partial payment in advance.

Delayed Payment. If payments are not made in accordance with these terms, a service charge will, without prejudice to the right of Seller to immediate payment, be added in an amount equal to the lower of 1.5% per month or fraction thereof or the highest legal rate on the unpaid balance.

Freight. Freight policy will be listed on the Product discount sheets, or at option of Seller one of the following freight terms will be quoted.

F.O.B. – P/S – Frt./Ppd. and Invoiced. Products are sold F.O.B. point of shipment freight prepaid and invoiced to the Buyer.

F.O.B. – P/S – Frt./Ppd. and Allowed. Products sold are delivered F.O.B. point of shipment, freight prepaid and included in the price.

F.O.B. Destination – Frt./Ppd. and Allowed. At Buyer's option, Seller will deliver the Products F.O.B. destination freight prepaid and 2% will be added to the net price. The term "freight prepaid" means that freight charges will be prepaid to the accessible common carrier delivery point nearest the destination for shipments within the United States and Puerto Rico unless noted differently on the Product discount sheets. For any other destination, contact Seller's representative.

Shipment and Routing. Seller shall select the point of origin of shipment, the method of transportation, the type of carrier equipment and the routing of the shipment. If the Buyer specifies a special method of transportation, type of carrier equipment, routing or delivery requirement, Buyer shall pay all special freight and handling charges. When freight is included in the price, no allowance will be made in lieu of transportation if the Buyer accepts shipment at factory, warehouse or freight station or otherwise supplies its own transportation.

Risk of Loss. Risk of loss or damage to the Products shall pass to Buyer at the F.O.B. point.

Concealed Damage. Except in the event of F.O.B. destination shipments, Seller will not participate in any settlement of claims for concealed damage. When shipment has been made on an F.O.B. destination basis, the Buyer must unpack immediately and, if damage is discovered, must:

1. Not move the Products from the point of examination.
2. Retain shipping container and packing material.
3. Notify the carrier in writing of any apparent damage.
4. Notify Seller representative within 72 hours of delivery.
5. Send Seller a copy of the carrier's inspection report.

Witness Tests/Customer Inspection. Standard factory tests may be witnessed by the Buyer at Seller's factory for an additional charge calculated at the rate of \$2,500 per day (not to exceed eight (8) hours) per Product type. Buyer may final-inspect Products at the Seller's factory for \$500 per day per Product type.

Witness tests will add one (1) week to the scheduled shipping date. Seller will notify Buyer fourteen (14) calendar days prior to scheduled witness testing or inspection. In the event Buyer is unable to attend, the Parties shall mutually agree on a rescheduled date. However, Seller reserves the right to deem the witness tests waived with the right to ship and invoice Products.

Held Orders. For any order held, delayed or rescheduled at the request of the Buyer, Seller may, at its sole option, (1) require payment to be based on any reasonable basis, including but not limited to the contract price, and any additional expenses, or cost resulting from such a delay; (2) store Products at the sole cost and risk of loss of the Buyer; and/or (3) charge to the Buyer those prices under the applicable price policy. Payment for such price, expenses and costs, in any such event, shall be due by Buyer within thirty (30) days from date of Seller's invoice. Any order so held delayed or rescheduled beyond six (6) months will be treated as a Buyer termination.

Drawing Approval. Seller will design the Products in line with, in Seller's judgment, good commercial practice. If at drawing approval Buyer makes changes outside of the design as covered in their specifications, Seller will then be paid reasonable charges and allowed a commensurate delay in shipping date based on the changes made.

Drawing Re-Submittal. When Seller agrees to do so in its quotation, Seller shall provide Buyer with the first set of factory customer approval drawing(s) at Seller's expense. The customer approval drawing(s) will be delivered at the quoted delivery date. If Buyer requests drawing changes or additions after the initial factory customer approval drawing(s) have been submitted by Seller, the Seller, at its option, may assess Buyer drawing charges. Factory customer approval drawing changes required due to misinterpretation by Seller will be at Seller's expense. Approval drawings generated by Bid-Manager are excluded from this provision.

WARRANTY

Warranty for Products. Seller warrants that the Products manufactured by it will conform to Seller's applicable specifications and be free from fail ure due to defects in workmanship and material for one (1) year from the date of installation of the Product or eighteen (18) months from the date of shipment of the Product, whichever occurs first.

In the event any Product fails to comply with the foregoing warranty Seller will, at its option, either (a) repair or replace the defective Product, or defective

part or component thereof, F.O.B. Seller's facility freight prepaid, or (b) credit Buyer for the purchase price of the Product t. All warranty claims shall be made in writing.

Seller requires all non-conforming Products be returned at Seller's expense for evaluation unless specifically stated otherwise in writing by Seller. This warranty does not cover failure or damage due to storage, installation, operation or maintenance not in conformance with Seller's recommendations, including as set forth in these Terms and Conditions of Sale, and industry standard practice or due to accident, misuse, abuse, or negligence. This warranty does not cover breach of data or system security, including that of information technology infrastructure, computers, software, hardware, databases, electronic systems (including database management systems), and networks. This warranty does not cover reimbursement for labor, gaining access, removal, installation, temporary power or any other expenses, which may be incurred in connection with repair or replacement. This warranty does not apply to equipment not manufactured by Seller. Seller limits itself to extending the same warranty it receives from the third-party supplier to the extent such third party permits assignment of its warranty.

Extended Warranty for Products. If requested by the Buyer and specifically accepted in writing by Seller, the foregoing standard warranty for Products will be extended from the date of shipment for the period and price indicated below:

- 24 months – 2% of Contract Price
- 30 months – 3% of Contract Price
- 36 months – 4% of Contract Price

Special Warranty (In and Out) for Products. If requested by the Buyer and specifically accepted in writing by Seller, Seller will, during the warranty period for Products, at an additional cost of 2% of the contract price, be responsible for the direct cost of:

1. Removing the Product from the installed location.
2. Transportation to the repair facility and return to the site.
3. Reinstallation on site.

The total liability of Seller for this Special Warranty for Products is limited to 50% of the contract price of the particular Product being repaired and excludes expenses for removing adjacent apparatus, walls, piping, structures, temporary service, etc.

Warranty for Services. Seller warrants that the Services performed by it hereunder will be performed in accordance with generally accepted professional standards. The Services, which do not so conform, shall be corrected by Seller upon notification in writing by the Buyer within one (1) year after completion of the Services. Unless otherwise agreed to in writing by Seller, Seller assumes no responsibility with respect to the suitability of the Buyer's, or its customer's, equipment or with respect to any latent defects in equipment not supplied by Seller. This warranty does not cover damage to Buyer's, or its customer's, equipment, components or parts resulting in whole, or in part from improper maintenance or operation (including failure to comply with Seller's recommendations) or from their deteriorated condition. Buyer will, at its cost, provide Seller with unobstructed access to the defective Services, as well as adequate free working space in the immediate vicinity of the defective Services and such facilities and systems, including, without limitation, docks, cranes and utility disconnects and connects, as may be necessary in order that Seller may perform its warranty obligations. The conducting of any tests shall be mutually agreed upon and Seller shall be notified of, and may be present at, all tests that may be made.

Warranty for Power Systems Studies. Seller warrants that any power systems studies performed by it will conform to generally accepted professional standards. Any portion of the study, which does not so conform, shall be corrected by Seller upon notification in writing by the Buyer within six (6) months after completion of the study. All warranty work shall be performed in a single shift straight time basis Monday through Friday. In the event that the study requires correction of warranty items on an overtime schedule, the premium portion of such overtime shall be for the Buyer's account.

Limitation on Warranties for Products, Services and Power Systems Studies. THE FOREGOING WARRANTIES ARE EXCLUSIVE EXCEPT FOR WARRANTY OF TITLE. SELLER DISCLAIMS ALL OTHER WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CORRECTION OF NON-CONFORMITIES IN THE MANNER AND FOR THE PERIOD OF TIME PROVIDED ABOVE SHALL CONSTITUTE SELLER'S SOLE LIABILITY AND BUYER'S EXCLUSIVE REMEDY FOR FAILURE OF SELLER TO MEET ITS WARRANTY OBLIGATIONS, WHETHER CLAIMS OF THE BUYER ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE.

Asbestos. Federal Law requires that building or facility owners identify the presence, location and quantity of asbestos containing material (hereinafter "ACM") at work sites. Seller is not licensed to abate ACM. Accordingly, for any contract which includes the provision of Services, prior to (i) commencement of work at any site under a specific Purchase Order, (ii) a change in the work scope of any Purchase Order, the Buyer will certify that the work area associated with the Seller's scope of work includes the handling of Class II ACM, including but not limited to generator wedges and high temperature gaskets which include asbestos materials. The Buyer shall, at its expense, conduct abatement should the removal, handling, modification or reinstallation, or some or all of them, of said Class II ACM be likely to generate airborne asbestos fibers; and should such abatement affect the cost of or time of performance of the work then Seller shall be entitled to an equitable adjustment in the schedule, price and other pertinent affected provisions of the contract.

Compliance with Nuclear Regulation. Seller's Products are sold as commercial grade Products not intended for application in facilities or activities licensed by the United States Nuclear Regulatory Commission for atomic purposes. Further certification will be required for use of the Products in any safety-related application in any nuclear facility licensed by the U.S. Nuclear Regulatory Commission.

Returning Products. Authorization and shipping instructions for the return of any Products must be obtained from Seller before returning the Products. When return is occasioned due to Seller error, full credit including all transportation charges will be allowed.

Product Notices. Buyer shall provide the users, including its employees, and in the case of permitted resale, any subsequent purchasers of the Products with all Seller supplied Product notices, warnings, instructions, recommendations and similar materials.

Cybersecurity. Seller is not responsible for a breach of data or electronic system security, including, but not limited to, a system intrusion or interference, virus or malicious code attack, loss of data, data theft, unauthorized access to confidential information and/or nonpublic personal information, hacking incident or any acts of data ransom, caused by any third-party equipment, modification made to a Product other than by Seller, or

failure by Buyer to comply with Eaton Assemblies Cybersecurity Hardening Guidelines at www.eaton.com/assemblies-security (the "Cybersecurity Guidelines"). Seller may revise the Cybersecurity Guidelines at any time without prior notice.

Buyer is responsible for obtaining (at Buyer's expense) assurances from third party suppliers with respect to cybersecurity for third party equipment. As a condition of use and/or resale, Buyer shall direct all users of the Products purchased to access the applicable accompanying Eaton End User License Agreement (EULA) and the Cybersecurity Guidelines, all of which are subject to change in terms and practices, at Seller's discretion, at any time.

Force Majeure. Seller shall not be liable for failure to perform or delay in performance due to fire, flood, strike or other labor difficulty, act of God, act of any governmental authority or of the Buyer, riot, embargo, fuel or energy shortage, car shortage, wrecks or delays in transportation, or due to any other cause beyond Seller's reasonable control. In the event of delay in performance due to any such cause, the date of delivery or time for completion will be extended by a period of time reasonably necessary to overcome the effect of such delay. Seller cannot be held liable, and Buyer shall not be entitled to any damages and/or indemnifications, in case Seller is prevented, hindered or delayed from or in performing any of its obligations resulting from the impact of the outbreak of COVID-19 or any future pandemic or epidemic for reasons not attributable to Seller.

Liquidated Damages. Contracts which include liquidated damage clauses for failure to meet shipping or job completion promises are not acceptable or binding on Seller unless such clauses are specifically accepted in writing by an authorized representative of the Seller at its headquarters office.

Patent Infringement. Seller will defend or, at its option, settle any suit or proceeding brought against Buyer, or Buyer's customers, to the extent it is based upon a claim that any Product or part thereof, manufactured by Seller or its subsidiaries and furnished hereunder, infringes any United States patent, other than a claim of infringement based upon use of a Product or part thereof in a process, provided Seller is notified in reasonable time and given authority, information and assistance (at Seller's expense) for the defense of same. Seller shall pay all legal and court costs and expenses and court-assessed damages awarded therein against Buyer resulting from or incident to such suit or proceeding. In addition to the foregoing, if at any time Seller determines there is a substantial question of infringement of any United States patent, and the use of such Product is or may be enjoined, Seller may, at its option and expense: either (a) procure for Buyer the right to continue using and selling the Product; (b) replace the Product with non-infringing apparatus; (c) modify the Product so it becomes non-infringing; or (d) as a last resort, remove the Product and refund the purchase price, equitably adjusted for use and obsolescence.

In no case does Seller agree to pay any recovery based upon its Buyer's savings or profit through use of Seller's Products whether the use be special or ordinary. The foregoing states the entire liability of Seller for patent infringement.

The preceding paragraph does not apply to any claim of infringement based upon: (a) any modification made to a Product other than by Seller; (b) any design and/or specifications of Buyer to which a Product was manufactured; or (c) the use or combination of Product with other products where the Product does not itself infringe. As to the above-identified claim situations where the preceding paragraph does not apply, Buyer shall defend and hold Seller harmless in the same manner and to the extent as Seller's obligations described in the preceding paragraph. Buyer shall be responsible for obtaining (at Buyer's expense) all license rights required for Seller to be able to use software products in the possession of Buyer where such use is required in order to perform any Service for Buyer.

With respect to a Product or part thereof not manufactured by Seller or its subsidiaries, Seller will attempt to obtain for Buyer, from the supplier(s), the patent indemnification protection normally provided by the supplier(s) to customers.

Compliance with OSHA. Seller offers no warranty and makes no representation that its Products comply with the provisions or standards of the Occupational Safety and Health Act of 1970, or any regulation issued thereunder. In no event shall Seller be liable for any loss, damage, fines, penalty or expenses arising under said Act.

Limitation of Liability. THE REMEDIES OF THE BUYER SET FORTH IN THIS CONTRACT ARE EXCLUSIVE AND ARE ITS SOLE REMEDIES FOR ANY FAILURE OF SELLER TO COMPLY WITH ITS OBLIGATIONS HEREUNDER. NOTWITHSTANDING ANY PROVISION IN THIS CONTRACT TO THE CONTRARY, IN NO EVENT SHALL SELLER BE LIABLE IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE FOR DAMAGE TO PROPERTY OR EQUIPMENT OTHER THAN PRODUCTS SOLD UNDER THIS AGREEMENT, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF PRODUCTS, LOST PRODUCTION, COST OF CAPITAL, LOSS OF, DAMAGE TO, OR UNAUTHORIZED ACCESS TO DATA, BREACH OF SYSTEM SECURITY, FAILURE TO TRANSMIT OR RECEIVE DATA, BUSINESS INTERRUPTION, CLAIMS OF CUSTOMERS OF THE BUYER OR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, REGARDLESS OF WHETHER SUCH POTENTIAL DAMAGES ARE FORESEEABLE OR IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL CUMULATIVE LIABILITY OF SELLER ARISING FROM OR RELATED TO THIS CONTRACT WHETHER THE CLAIMS ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, SHALL NOT EXCEED THE PRICE OF THE PRODUCT OR SERVICES ON WHICH SUCH LIABILITY IS BASED.

Distributors and Third-Party Agents. In order to ensure that distributors and third party agents acting on behalf of Seller share Seller's commitment to doing business right, all distributors and agents shall abide by Seller's [Anticorruption Policy](#).

Eaton Corporation.
1000 Cherrington Parkway Moon Township, PA 15108 United States
Tel: 1-800-525-2000
Eaton.com

AGREEMENT EXHIBIT B

GENERAL CONDITIONS

Table of Contents

| <u>ARTICLE</u> | <u>SUBJECT</u> | <u>Pages</u> |
|----------------|--|--------------|
| ARTICLE 1. | DEFINITIONS | 3 |
| SECTION 1.01. | Abbreviations..... | 3 |
| SECTION 1.02. | Definitions..... | 3 |
| ARTICLE 2. | THE CONTRACT AND INTERPRETATION | 5 |
| SECTION 2.01. | The Contract..... | 5 |
| SECTION 2.02. | Order of Precedence..... | 5 |
| SECTION 2.03. | Subsurface Conditions..... | 5 |
| SECTION 2.04. | Conformance with Laws and Standards..... | 5 |
| SECTION 2.05. | Not Used..... | 6 |
| SECTION 2.06. | Submittals..... | 6 |
| SECTION 2.07. | Operations and Maintenance (O&M) Submittals..... | 6 |
| SECTION 2.08. | Architect's Instruction Bulletins; Field Directives..... | 6 |
| SECTION 2.09. | Requests for Information..... | 7 |
| SECTION 2.10. | Assignment Of Antitrust Actions..... | 7 |
| SECTION 2.11. | Unenforceability Of Any Clause..... | 7 |
| SECTION 2.12. | Conflict Of Interest..... | 7 |
| SECTION 2.13. | No Waiver..... | 7 |
| SECTION 2.14. | Access to Records..... | 8 |
| SECTION 2.15. | No Assignment..... | 8 |
| ARTICLE 3. | INSURANCE..... | 8 |
| SECTION 3.01. | Commercial General Liability..... | 8 |
| SECTION 3.02. | Automobile Liability..... | 9 |
| SECTION 3.03. | Workers' Compensation..... | 9 |
| SECTION 3.04. | Other Provisions..... | 9 |
| SECTION 3.05. | Deductibles and Self-Insured Retention..... | 10 |
| SECTION 3.06. | Subcontractors' Insurance..... | 10 |
| SECTION 3.07. | Notification of Accident or Occurrence..... | 10 |
| SECTION 3.08. | Notification of Claim..... | 11 |
| ARTICLE 4. | CONTROL AND PERFORMANCE OF WORK..... | 11 |
| SECTION 4.01. | Supervision..... | 11 |
| SECTION 4.02. | Allowable Times and Hours of Work..... | 11 |
| SECTION 4.03. | Subcontractors..... | 11 |
| SECTION 4.04. | Unsatisfactory Employees or Subcontractors..... | 11 |
| SECTION 4.05. | Daily Reports..... | 11 |
| SECTION 4.06. | Cooperation with Other Contractors..... | 11 |
| SECTION 4.07. | Safety Requirements..... | 12 |
| SECTION 4.08. | Surveys..... | 12 |
| SECTION 4.09. | Not Used..... | 12 |
| SECTION 4.10. | Utilities..... | 12 |
| SECTION 4.11. | Inspection and Testing..... | 12 |
| SECTION 4.12. | Cleaning Up..... | 13 |
| SECTION 4.13. | Right To Retain Imperfect Work..... | 13 |
| ARTICLE 5: | NOT USED..... | 13 |
| ARTICLE 6. | LABOR PROVISIONS | 13 |
| SECTION 6.01. | Nondiscrimination..... | 13 |
| SECTION 6.02. | Hours of Labor..... | 13 |

| | |
|--|----|
| SECTION 6.03. Prevailing Wage..... | 14 |
| SECTION 6.04. Payroll Records..... | 15 |
| SECTION 6.05. Additional Requirements for Labor Compliance..... | 15 |
| SECTION 6.06. Apprentices..... | 16 |
| SECTION 6.07. Not Used..... | 16 |
| SECTION 6.08. Not Used..... | 16 |
| SECTION 6.09. Not Used..... | 16 |
| ARTICLE 7. DELAYS, TIME ADJUSTMENTS, AND COMPLETION..... | 17 |
| SECTION 7.01. Notice of Delays..... | 17 |
| SECTION 7.02. Inexcusable Delays..... | 17 |
| SECTION 7.03. Excusable Delays..... | 17 |
| SECTION 7.04. Compensable Delays..... | 17 |
| SECTION 7.05. Extension of Time..... | 18 |
| SECTION 7.06. Liquidated Damages..... | 18 |
| SECTION 7.07. Not Used..... | 18 |
| SECTION 7.08. Final Inspection and Acceptance..... | 18 |
| ARTICLE 8. NOT USED..... | 18 |
| ARTICLE 9. CHANGES AND CLAIMS..... | 18 |
| SECTION 9.01. Ordering of Changes..... | 18 |
| SECTION 9.02. Unusual Site Conditions..... | 19 |
| SECTION 9.03. Proposed Contract Changes; Agreement as to Change Order..... | 19 |
| SECTION 9.04. Payment For Changes..... | 19 |
| SECTION 9.04E. Markups on Force Account..... | 21 |
| SECTION 9.05. Limitations on Payments for Changed Work..... | 21 |
| SECTION 9.06. Effect on Sureties of Changes to the Work..... | 21 |
| SECTION 9.07. Disputes..... | 21 |
| SECTION 9.07A. Notice of Potential Claim..... | 21 |
| SECTION 9.07B. Claims..... | 21 |

ARTICLE 1. DEFINITIONS

SECTION 1.01. Abbreviations.

The Contract Documents may use abbreviations that the SLDMWA believes to be commonly used and generally understood. If the Contractor does not understand any abbreviation, the Contractor shall seek clarification from the SLDMWA.

SECTION 1.02. Definitions.

Whenever the following terms, titles, or phrases are used in the Contract Documents, the intent and meaning thereof shall be as defined in this article.

Architect and/or Engineer.

The “Architect” and/or “Engineer” is either an SLDMWA employee or consultant retained by SLDMWA who is responsible for decisions about the Project design and technical aspects of the Project.

Change Order.

“Change Order” shall mean a written amendment to the Contract approved by the SLDMWA. A Change Order may include adjustments to the Contract Time and/or to the Contract Sum.

Completion.

“Completion” is the point in the Project at which the Work, including punch list items and final cleaning, and all required close-out reports and submissions are 100% performed.

Contract Documents.

The “Contract Documents” shall include the quote on which the Agreement was awarded, the Agreement, the Performance Bond, the Payment Bond, Guarantee Form, these General Conditions, Specifications, Exhibits, permits, the Notice to Proceed, Directives, interpretations by the Architect or Engineer, and any and all Change Orders.

Contract Completion Date.

The “Contract Completion Date” shall mean the date by which the Contract requires completion.

Contract Sum.

“Contract Sum” is the total price for the Work, as it may be changed by Change Orders.

Contract Time.

“Contract Time” shall mean the period specified for completion of the Work as set forth in the Contract and as it may be changed by Change Order.

Contractor.

“The Contractor” shall mean the person or entity that entered into the Contract for the Work, including its employees and legal representatives.

Day.

Unless otherwise indicated, “Day” shall mean every day of 24 hours shown on the calendar.

DIR.

“DIR” shall mean the California Department of Industrial Relations.

Directive.

“Directive” shall mean a written order to the Contractor, signed by the SLDMWA or the SLDMWA’s Representative directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both, and which shall be used in the absence of total agreement with the Contractor on the terms of a Change Order or when time does not permit processing of a Change Order prior to implementation of the change.

Inspector.

The “Inspector” or “Project Inspector” shall mean the person or persons authorized to act as agent(s) for the SLDMWA in the inspection of the Work.

Legal Holidays.

Legal Holidays shall include the following holidays designated by the SLDMWA: New Year’s Day, Martin Luther King Jr. Day, President’s Day, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day.

Notice to Proceed.

“Notice to Proceed” is the written authorization by the SLDMWA to the Contractor specifying the date the Work may begin and any conditions regarding the beginning of the Work.

Project.

“Project” shall mean the Work.

Request for Information (RFI).

“Request for Information” (“RFI”) is a document issued by the Contractor seeking clarification and/or additional information regarding an aspect of the Work. The response to the RFI does not authorize or direct proceeding with any changed or additional work.

SLDMWA.

“SLDMWA” shall mean the San Luis & Delta-Mendota Water Authority.

SLDMWA Representative.

“SLDMWA Representative” shall mean the SLDMWA’s designated agent for purpose of the Work and will be the Contractor’s primary contact during construction of the Project.

Specifications.

“Specifications” include the Technical Specifications applicable to the Work.

Subcontractor.

“Subcontractor” shall mean each person or firm that will perform Project work under contract with the Contractor. “Subcontractor” does not include a material supplier, unless expressly stated.

Technical Specifications.

“Technical Specifications” are the provisions of the Specifications that describe the technical aspects of the Work.

Work.

The “Work” shall mean all obligations and/or actions which the Contractor is contractually required to perform to complete the Services specified in the Contract Documents.

Working Day.

“Working Day shall mean any day except Saturdays, Sundays, and Legal Holidays. Days on which the Contractor is prevented from proceeding with critical path Work for at least five (5) hours due to inclement weather are not Working Days.

ARTICLE 2. THE CONTRACT AND INTERPRETATION

SECTION 2.01. The Contract.

The Contract was awarded based on the Contractor's quote. In awarding the Contract, the SLDMWA relied on the following representations expressly or impliedly made by submitting the quote:

- (a) that the Contractor had inspected the Contract Documents available at the time of bidding, the nature and location of the Work (including local conditions and reasonably knowable subsurface conditions), the scope of work to be performed, and all other matters which may affect the Work or the cost, and that the Contractor was satisfied as to the character, quality, quantity, and scope of work to be performed and conditions to be encountered.
- (b) that the prices bid include everything necessary for the completion of the Work, including without limitation all taxes, fees, and costs not expressly paid for by the SLDMWA.
- (c) that the Contractor has the requisite experience, ability, and resources to perform the Work successfully and to complete the Work within the time stated in the Contract.

Any failure of the Contractor to have become acquainted with all of the available information is not grounds for a Change Order.

The Contract Documents include all applicable permits. The Contractor shall, at the Contractor's sole expense, obtain all necessary permits and licenses for the Work, give all necessary notices, and pay all fees required by law.

The Contract Documents represent the entire and integrated agreement between the SLDMWA and the Contractor and supersede all prior negotiations, representations, or agreements. The Contract may be amended or modified only by a Change Order. Extra work, *i.e.* work outside the scope of the Contract Documents, must be authorized in writing by the SLDMWA before the work is started. Contractor will not be paid for claimed extra work performed without such prior authorization.

The Contractor is an independent contractor and not an employee, agent, or other representative of the SLDMWA. Nothing in the Contract shall be construed to create any association between the SLDMWA and the Contractor other than that of owner and independent contractor. Nothing contained in the Contract Documents shall create any contractual relationship between the SLDMWA and any entity other than the Contractor.

SECTION 2.02. Order of Precedence.

In the event of conflict among Contract Documents, the following order of precedence shall apply: 1) permits, 2) Change Orders, 3) the Agreement for Construction, 4) Technical Specifications, 5) these General Conditions, and 8) the Contractor's quote.

SECTION 2.03. Subsurface Conditions.

Where investigations of subsurface conditions have been made by the SLDMWA and that information is provided prior to entering into the Contract, it represents only a statement by the SLDMWA as to the character of materials which have actually been encountered by the SLDMWA's investigation. Investigations of subsurface conditions are made for the purpose of design only. **The SLDMWA assumes no responsibility with respect to the sufficiency or accuracy of preliminary investigations or of the interpretation thereof.** There is no guaranty, either express or implied, that the conditions indicated are representative of those existing throughout the Work, or that unanticipated conditions may not occur. Contractor satisfied itself as to conditions to be encountered prior to quoting.

SECTION 2.04. Conformance with Laws and Standards.

The Contractor shall be familiar and comply with all applicable Federal, State, and local laws, ordinances, codes, and regulations which in any manner affect the Work. The Work shall comply with the latest adopted edition of all applicable codes, standards, and regulations.

Without limiting the generality of the foregoing, the Contractor must comply with all applicable provisions of the California Occupational Safety and Health Act (Labor Code sections 6300 *et seq.*), including, but not limited to, all applicable Title 8 Safety Orders issued by the State of California Occupational Safety and Health Administration (Cal/OSHA). Failure of the SLDMWA to suspend the work or notify the Contractor of the inadequacy of the safety precautions or non-compliance with existing laws and regulations shall not relieve the Contractor of this responsibility.

The mention herein of any specific duty or responsibility imposed upon the Contractor shall not be construed as a limitation or restriction of any other responsibility or duty imposed upon the Contractor by law.

SECTION 2.05. Not Used.

SECTION 2.06. Submittals.

The Contractor shall furnish electronically, unless otherwise required by the SLDMWA, all working drawings including as-built drawings, plans, specifications, descriptive data, certificates, samples, tests, methods, schedules, and manufacturer's instructions as required in the Contract, and any other information required to demonstrate that the materials and equipment to be furnished and the methods of work fully comply with the Contract Documents. If any submittal deviates in any way from the Contract Documents, the Contractor shall clearly identify the deviation and state the reasons. The SLDMWA has absolute discretion whether to accept a deviating submittal.

When requested by the SLDMWA, samples of the proposed materials shall be prepared at the expense of the Contractor and furnished by the Contractor in such quantities and sizes required for proper examination, and with complete information describing type, kind, or size of material, and its source.

All required information shall be provided even if some of the information is considered proprietary. All information the Contractor deems proprietary shall be marked "PROPRIETARY" by the Contractor. If the SLDMWA is requested to provide information so marked, then the SLDMWA will notify the Contractor of the request unless prohibited by law or regulation from doing so. The Contractor shall be responsible for taking any actions it deems necessary or appropriate to protect its information, and shall bear all expense associated with such actions, to protect from disclosure any information marked as proprietary. Contract deliverables SHALL NOT be marked as proprietary.

If the submittal is rejected or returned "REVISE AND RESUBMIT," the resubmittal shall address all comments from the SLDMWA. The Contractor is responsible for the SLDMWA's review costs for each resubmittal after the first resubmittal.

Approval of any submittal shall not relieve the Contractor of responsibility for complying with the Contract Documents, and no deviation is approved unless the SLDMWA has been advised in writing as required and has expressly approved such deviation or conflict in writing.

The Contractor shall make no changes to any approved submittal after it has been returned. Work performed before approval of a submittal shall be done entirely at the Contractor's risk.

SECTION 2.07. Operations and Maintenance (O&M) Submittals.

For use in subsequent operations and maintenance, the Contractor shall furnish, unless otherwise provided for in the Special Provisions, one (1) original and two (2) copies, all bound and indexed, and one bookmarked electronic copy in pdf format, of maintenance and operation information, including all the highest level of factory maintenance manuals (greatest level of detail) that are available to factory representatives. The submittal of maintenance and operation information is required for all mechanical, electrical, instrumentation, control, communications, sound, or special equipment and systems.

SECTION 2.08. Architect's Instruction Bulletins; Field Directives.

The Architect or Engineer may furnish supplemental drawings or instructions to make clear the intent of the Contract. The Architect or Engineer shall have the authority to make minor changes in the Work, not involving any extra cost, and not inconsistent with the overall design of the Project. If extra cost is known to be involved, these instructions will be accompanied by a request for proposal for the added cost associated with the instructions.

The SLDMWA may issue field Directives or other written Directives during the Work. If extra cost is known to be involved, Directives will be accompanied by a request for proposal for the added cost associated with the Directive.

Contractor shall immediately comply with the Architect's or Engineer's instructions and Directives of SLDMWA unless the Contractor believes that the instruction or Directive will require added cost or time to complete. In that event, the Contractor shall notify the SLDMWA in writing of its conclusion and the basis for the conclusion. Further, the Contractor shall, within seven (7) days after receipt of the interpretation, supplemental drawing, instruction or Directive, submit a proposed change order to the SLDMWA specifying in detail in what particulars the Contract requirements were exceeded and the change in cost or time resulting therefrom. When Contractor claims that a Directive or Architect/Engineer instruction is outside the scope of the Contract, Contractor shall not proceed with the disputed Work unless given written direction to do so.

SECTION 2.09. Requests for Information.

Contractor shall prepare a Request for Information (RFI) when additional information, clarification, or interpretation of the Contract Documents is required. Any work undertaken prior to receipt of a response to an RFI will be at the Contractor's risk.

Each RFI shall be numbered consecutively. Each RFI shall clearly describe what is being requested and shall cite relevant portions of the Contract. A recommendation or proposed solution may be included.

The SLDMWA will provide a written response to an RFI, and that response shall control.

Subsequent resubmittals of an RFI shall be identified with the same RFI number and a letter designation. Resubmittals shall clearly state the reason for the resubmittal.

SECTION 2.10. Assignment Of Antitrust Actions.

In accordance with Public Contract Code section 7103.5(b), by execution of the Contract Documents, or any subcontract awarded by the Contractor, the Contractor or any Subcontractor offers and agrees to assign and hereby does assign to the SLDMWA all rights, title, and interest in and to all causes of action the Contractor or Subcontractor may have under Section 4 of the Clayton Act (15 USC Section 15) or under the Cartwright Act (Chapter 2 of Part 2 of Division 7 of the Business and Professions Code, commencing with Section 16700), arising from purchases of goods, services, or materials pursuant to this public works contract or subcontract. This assignment shall be made and shall become effective at the time the SLDMWA tenders payment to the Contractor, without further acknowledgment by the parties.

SECTION 2.11. Unenforceability Of Any Clause.

If any clause or provision of the Contract Documents is held to be unenforceable or invalid, then that provision of the Contract shall be stricken and the remaining portion shall remain in full force and effect.

SECTION 2.12. Conflict Of Interest.

No official, officer, employee, architect, attorney, engineer, or inspector of or for the SLDMWA who is authorized on behalf of the SLDMWA to exercise any executive, supervisory, or other similar function in connection with the construction of the Project shall become directly or indirectly interested personally in this contract or any part thereof.

SECTION 2.13. No Waiver.

No inspection, order, measurement, approval, modification, payment, acceptance of work or material, time extension, or possession of the Work shall waive any of the terms and conditions of the Contract, the powers reserved by the SLDMWA, or any right of the SLDMWA to damages or to reject the Work. No waiver of any breach of this Contract or failure to enforce any Contract requirement shall be construed a waiver of any other or subsequent breach. All remedies provided in the Contract shall be cumulative and shall be in addition to all other rights and remedies that may exist at law or in equity.

SECTION 2.14. Access to Records.

Upon reasonable notice and during normal business hours, the SLDMWA shall have access to the Contractor's and Subcontractors' records. "Records" shall include, but not be limited to: original estimates, subcontract agreements, purchase orders, books, documents, accounting records, papers, project correspondence, and project files. Records shall include the original quote and all documents related to the quote. Such access shall include the right to examine and audit such records and make excerpts, transcriptions, and photocopies at the SLDMWA's cost.

SECTION 2.15. No Assignment.

The Contractor shall not assign any portion of the moneys due the Contractor without written SLDMWA approval. No person other than the party signing the Contract has any claim under the Contract, except as provided in the Contract.

ARTICLE 3. INSURANCE.

The Contractor shall keep in force at all times during the term of the Contract and any guarantee period (or during such longer period specified below), with insurance companies acceptable to the SLDMWA and at the Contractor's sole expense, the insurance specified below. These insurance requirements do not limit in any way Contractor's or any Subcontractor's potential liability for damages resulting from its or their operations under this Contract.

Where insurance is required to include an "additional insured" endorsement, "Additional Insured" shall mean the SLDMWA, the SLDMWA's Architect or Engineer, the SLDMWA Representative, and each of their officers, officials, directors, trustees, agents, employees, and volunteers.

SECTION 3.01. Commercial General Liability.

Contractor shall provide and require its Subcontractors to provide Commercial General Liability insurance including, but not limited to, protection for premises and operations; claims of bodily injury and broad form property damage liability; personal and advertising injury liability; contractual liability applicable to the Contractor's assumed liability under the Contract; coverage for explosion, collapse, subsidence, and underground hazards; and products and completed operations liability. Coverage shall be at least as broad as "Insurance Services Office Commercial General Liability Coverage Form CG 0001" (occurrence). The policy shall be maintained at all times during the Work and for at least three (3) years following SLDMWA's acceptance of the Work. The limits of liability shall be not less than:

| | |
|---|--|
| Each Occurrence | One Million Dollars (\$1,000,000) combined single limits for Bodily Injury and Property Damage |
| Personal and Advertising Injury | One Million Dollars (\$1,000,000) |
| Products and Completed Operations Aggregate | Two Million Dollars (\$2,000,000) combined single Limits for Bodily Injury and Property Damage |
| General Aggregate | Two Million Dollars (\$2,000,000) combined single limits for Bodily Injury and Property Damage |
| Fire Damage | One Hundred Thousand Dollars (\$100,000) |

The Contractor shall procure and maintain Products and Completed Operations Coverage with a carrier acceptable to the SLDMWA through the expiration of the patent deficiency in the statute of repose set forth in the Code of Civil Procedure section 337.1, if such period is greater than three (3) years.

"Modified occurrence" or "claims made" policies are not acceptable.

The policy or policies shall include the duty to defend **in addition to** (without reducing) the limits of the policy. The policy shall include coverage for all independent contractors, and shall include "action over" coverage.

SECTION 3.02. Automobile Liability.

Contractor shall provide and require its Subcontractors to provide Automobile Liability insurance providing protection against claims of bodily injury and property damage arising out of ownership, operation, maintenance, or use of owned, leased, hired, and non-owned automobiles as well as trucks and trailers or semi-trailers, including any machinery or apparatus attached thereto. Coverage shall be at least as broad as “Insurance Services Office Business Auto Coverage Form CA 0001,” symbol 1 (any auto) and shall include, without limitation, contractual liability coverage. Additional Insured endorsements must be furnished naming each on a primary and noncontributing basis. The Additional Insured endorsement shall be at least as broad as ISO form CA 20 48 02 99. The limits of liability shall not be less than:

| | |
|--|-----------------------------------|
| Bodily Injury and Property Damage Combined Single Limit | One Million Dollars (\$1,000,000) |
|--|-----------------------------------|

If Contractor transports any hazardous materials, substances, or waste, the automobile liability policy shall include endorsement forms MCS-90 and ISO CA 99 48 or equivalent endorsements providing coverage for environmental and pollution claims.

SECTION 3.03. Workers’ Compensation.

The Contractor and all Subcontractors shall provide Workers' Compensation insurance, with coverage as required by the State of California (unless the Contractor is a qualified self-insurer with the State of California), and Employers’ Liability coverage. The limits of Employers’ Liability shall not be less than:

| | |
|-----------------------|-----------------------------------|
| Each Accident | One Million Dollars (\$1,000,000) |
| Disease Each Employee | One Million Dollars (\$1,000,000) |
| Disease Policy Limit | One Million Dollars (\$1,000,000) |

The Workers’ Compensation policy required hereunder shall be endorsed to state that the Workers’ Compensation carrier waives its right of subrogation against the SLDMWA, its officers, officials, employees, agents, or volunteers.

If the Contractor is self-insured, the Contractor shall furnish a Certificate of Permission to Self-Insure by the DIR Administration of Self-Insurance, Sacramento. Contractor shall provide evidence of waiver of its right of subrogation against the SLDMWA, its offices, officials, employees, agents, or volunteers as a self-insurer.

SECTION 3.04. Other Provisions.

- 1. The Contractor's General Liability, Automobile Liability, and any other insurances required in the Special Provisions shall contain the following provisions:
 - a. Additional Insured endorsements as respects liability arising out of the activities performed by or on behalf of the Contractor, products and completed operations of the Contractor, premises owned, occupied, or used by the Contractor, or automobiles owned, leased, hired, or borrowed by the Contractor. The policy shall contain no special limitations on the scope of coverage afforded to Additional Insureds. Additional Insured endorsements shall be provided to the SLDMWA.
 - b. The Contractor's insurance coverage shall be primary insurance as respects Additional Insureds and the endorsement shall state that any insurance or self-insurance maintained by Additional Insureds shall be excess and not be called upon to contribute to any loss.

Any failure to comply with reporting or other provisions of the policies on the part of the Contractor, including breaches of warranties, shall not affect coverage provided to the Additional Insureds.

- 2. The Contractor’s General Liability policy shall contain an endorsement stating that any aggregate limits shall apply separately to each project for which the Contractor provides services away from its premises.
- 3. Contractor’s and all subcontractors’ insurance policies shall provide that the insurer(s) waive all rights of recovery, by subrogation or otherwise, against the SLDMWA and any Additional Insureds.

4. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy shall not be suspended, voided, cancelled, reduced in scope of coverage or in limits, non-renewed, or materially changed unless the insurer(s) provide thirty (30) calendar days' written notice by certified or overnight mail to the SLDMWA prior to such change. Ten (10) Calendar Days prior written notice shall be given to the SLDMWA in the event of cancellation due to nonpayment of premium.
6. All of the Contractor's insurance coverage, except as noted below, shall be placed with insurance companies with a current A.M. Best rating of at least A-VII or equivalent and that are admitted to do business and in good standing in California, unless otherwise approved by the SLDMWA.

Exception: Workers' Compensation which is provided through a State Compensation Insurance Fund or a qualified self-insurer for Workers' Compensation under California law.

7. The Contractor shall sign and file with the SLDMWA the following certification prior to commencing performance of the work of the Contract:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the Work of this Contract."

Said certification is included in the Contract, and signature and return of the Contract shall constitute signing and filing of the said certification.

8. If any Contractor or subcontractor insurance policy has limits higher than those required herein, the full policy limits shall be available to the SLDMWA.
9. If the Contractor fails to maintain required insurance, the SLDMWA, at its discretion, may procure any or all such insurance and deduct the premiums for such insurance from any sums otherwise due the Contractor. Failure of the SLDMWA to obtain such insurance shall in no way relieve the Contractor from any of the Contractor's responsibilities under the Contract.

The failure of the SLDMWA to enforce in a timely manner any of the provisions of this Section 3.04 and/or any of its subsections shall not act as a waiver to enforcement of any of these provisions at any time during the term of the Contract.

SECTION 3.05. Deductibles and Self-Insured Retention.

No deductible or self-insured retention that applies to General Liability or Automobile Liability shall exceed \$10,000.

SECTION 3.06. Subcontractors' Insurance.

The Contractor shall require all of its Subcontractors to maintain adequate insurance in accordance with the policy limits and other requirements specified above and to provide Contractor proof of such insurance before commencing any work. If requested by the SLDMWA, the Contractor shall deliver certificates of insurance or copies of the insurance policies and endorsements of all Subcontractors.

SECTION 3.07. Notification of Accident or Occurrence.

The Contractor shall report by telephone and email to the SLDMWA within twenty-four (24) hours and also report in writing to the SLDMWA within fifteen (15) Calendar Days after the Contractor or any Subcontractors or agents have knowledge of any accident or occurrence involving death of or injury to any person or persons, or damage in excess of ten thousand dollars (\$10,000) to the Work, property of the SLDMWA or others, arising out of any work done by or on behalf of the Contractor as part of the Contract. Such report shall contain:

1. The date and time of the occurrence,
2. The names and addresses of all persons involved, and
3. A description of the accident or occurrence and the nature and extent of injury or damage.

The report to be provided within 24 hours shall include as much information as is available at the time.

The Contractor shall furnish the SLDMWA with a copy of the Employer's Report of Injury immediately following any incident requiring the listing of said report on the OSHA Log during the prosecution of the Work under this Contract. The Contractor shall also furnish the SLDMWA with a copy of the Employer's Report of injury involving any Subcontractor on the Project.

SECTION 3.08. Notification of Claim.

Contractor shall promptly notify the SLDMWA of any claim for damages or lawsuit instituted against the Contractor that arises out of or is in any way connected with the Contractor's performance under this Contract. Prompt notice is no later than thirty (30) Calendar Days following the date of receipt of a claim or ten (10) Calendar Days following the date of service of process of a lawsuit.

ARTICLE 4. CONTROL AND PERFORMANCE OF WORK.

SECTION 4.01. Supervision.

The Contractor shall be solely responsible for supervising all work, including being responsible for all means, methods, techniques, and procedures and for coordinating all portions of the Work under the Contract.

The Contractor shall be responsible for protecting its Work, including any materials and equipment on the Site, and securing and protecting the Site until acceptance of the Work.

SECTION 4.02. Allowable Times and Hours of Work.

Unless otherwise approved by the SLDMWA in writing or in the event of an emergency, no work shall be done between 6 p.m. and 7 a.m., or on Saturdays, Sundays, or Legal Holidays ("Off Period Time"). A written request to work during Off Period Time must be submitted at least two (2) Working Days before the intended work. The SLDMWA may place conditions on any approval of work during Off Period Time and may revoke prior authorization to work during Off Period Time.

SECTION 4.03. Subcontractors.

The Contractor is obligated to use each Subcontractor listed in the Agreement for the portion of work for which the Subcontractor is listed and to comply with the Subletting and Subcontracting Fair Practices Act, Public Contract Code sections 4100 *et seq.* (the "Act") if substitution is requested.

Pursuant to Public Contract Code section 6109, a Contractor may not perform work with a Subcontractor who is ineligible to perform work on public works projects pursuant to Labor Code Section 1777.1.

The terms of the Contract Documents are required to be incorporated into every subcontract and purchase order. Copies of all subcontracts and purchase orders shall be available to the SLDMWA upon written request.

SECTION 4.04. Unsatisfactory Employees or Subcontractors.

The Contractor shall, when requested by the SLDMWA, immediately remove from the Work site any worker that the SLDMWA deems to be unsatisfactory and shall not again employ the removed worker on the Work.

SECTION 4.05. Daily Reports.

The Contractor shall maintain daily reports, which shall include, without limitation, Subcontractors on the site, number of workers on the site, type and amount of equipment on the site, materials delivered to the site, visitors to the site, work performed, weather conditions, and any problems encountered. The Contractor shall provide the daily reports to the SLDMWA weekly, *except that* daily reports documenting extra work shall be provided daily.

SECTION 4.06. Cooperation with Other Contractors.

The Contractor shall conduct operations to minimize interference with the work of SLDMWA employees or contractors engaged by the SLDMWA and/or adjacent property owners.

SECTION 4.07. Safety Requirements.

The Contractor shall conform to all applicable occupational safety and health standards, rules, regulations, and orders and shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work, for maintaining all safety and health conditions on the site, and for ensuring against and/or correcting any hazardous conditions on the site. The Contractor's superintendent, or other designated member of its organization at the site, shall be responsible for the prevention of accidents and overall jobsite safety. The Contractor shall submit to the SLDMWA a written safety program acceptable to the SLDMWA. The Contractor shall have on record with the SLDMWA twenty-four (24) hour emergency contact telephone numbers for 1) a representative with authority to make decisions in response to an emergency at the Project and 2) the Contractor's safety representative. If the Contractor's representative and the safety representative are the same person, then the Contractor shall designate a second, back-up emergency contact.

In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without previous instructions or authorizations from the SLDMWA, is authorized and shall act at its discretion and risk to prevent such threatened loss or injury. The Contractor shall immediately notify the SLDMWA, and thereafter shall comply with any instructions issued by the SLDMWA. The Contractor shall bear all costs of that action unless the emergency was entirely outside of the control of the Contractor or those for which the Contractor is responsible.

SECTION 4.08. Surveys.

The Contractor shall be responsible for performing all necessary surveys to lay out and control the Work to the locations, elevations, lines, and dimensions shown or specified in the Contract Documents. Any deviations must receive prior written approval of the SLDMWA.

SECTION 4.09. Not Used.

SECTION 4.10. Utilities.

Unless otherwise specified in the Contract, the Contractor shall maintain in service all drainage, water, gas, sewer lines, power, lighting, telephone conduits, and any other surface or subsurface utility structure that may be affected by the Work. However, the Contractor, at its cost, may arrange with the SLDMWA to temporarily disconnect service lines or other facilities along the line of the Work.

Under Government Code Section 4215, the SLDMWA will engage a licensed contractor to locate and repair damage that is not due to the failure of the Contractor to exercise reasonable care, removing, relocating, or protecting existing main or trunk line utility facilities not indicated in the Plans and Specifications with reasonable accuracy. The SLDMWA will compensate Contractor for equipment on the Work necessarily idled during such work. The SLDMWA will not be liable for any further or additional costs resulting directly or indirectly from any such occurrence. The Contractor shall notify the affected utility of any contact, scrape, dent, nick, or damage to their facility, whether or not indicated on the Plans and Specifications. Any operator or excavator who knowingly, willfully, or negligently violates Government Code Section 4215 is subject to a civil penalty.

The SLDMWA is not required to indicate the presence of existing utility services, laterals, or appurtenances whenever their presence can be inferred from other visible facilities such as buildings, meters, junction boxes, valves, service facilities, identification markings, and other indicators on or adjacent to the Work.

If the Contractor discovers utilities not identified in the Plans or Specifications, the Contractor shall immediately notify the SLDMWA and the utility owner by the most expeditious means available and later confirm in writing.

SECTION 4.11. Inspection and Testing.

All work and materials furnished pursuant to the Contract shall be subject to inspection and testing by the SLDMWA. Inspection of the Work does not excuse the Contractor from fulfilling all Contract requirements. When requested by the SLDMWA, test specimens shall be prepared at the expense of the Contractor and furnished by the Contractor in such quantities and sizes required for testing.

Any work, materials, or equipment not meeting the requirements and intent of the Contract Documents will be rejected and must be corrected at the Contractor's expense.

The Project Inspector shall have the authority to order the work designated for inspection stopped if a determination is made that work is proceeding in violation of the Contract Documents or any orders issued by the SLDMWA, its representatives, or the Architect or Engineer. The stopped work shall not resume until the Architect or Engineer determines whether it is compliant and/or directs corrective action. The failure of the Project Inspector to order the work stopped does not excuse the Contractor from complying with the Contract Documents for that work.

The Contractor may be required to uncover or take down completed portions of the Work to allow for re-inspection. The Contractor shall pay all costs incurred if defective work is discovered. If the uncovered work is found not to be defective, then the SLDMWA will pay the costs of uncovering and restoring the Work unless the Work initially was covered without inspection.

The Contractor shall notify the SLDMWA of the time and place of any tests, no less than five (5) Working Days' notice, and submit test procedures a reasonable time in advance of any tests that are required by the Contract.

No inspection or approval shall waive any of the terms and conditions of the Contract, the powers reserved by the SLDMWA, or any right of the SLDMWA to damages or to reject the Work in whole or part.

SECTION 4.12. Cleaning Up.

The Contractor shall keep the site of the Work in a presentable condition, dispose of any surplus materials, keep roadways reasonably clear of dirt and debris, and keep all sidewalk and other pedestrian areas clear of dirt, loose gravel, debris and any tripping hazards, to the satisfaction of the SLDMWA.

The Contractor shall also keep the work site cleaned of all rubbish, excess material, and equipment. All portions of the work shall be left in a neat and orderly condition prior to requesting final inspection.

SECTION 4.13. Right To Retain Imperfect Work.

If any portion of the work done or materials or equipment furnished under the Contract shall not be in accordance with the Contract Documents, then the SLDMWA shall have the right to retain the work, materials, or equipment instead of requiring it to be repaired or replaced, and the SLDMWA shall be entitled to a deductive change order to compensate for the reduction in value of the Work.

ARTICLE 5: NOT USED.

ARTICLE 6. LABOR PROVISIONS

SECTION 6.01. Nondiscrimination.

The Contractor shall comply with Section 1735 of the Labor Code, which provides as follows:

A contractor shall not discriminate in the employment of persons upon public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as otherwise provided in Section 12940 of the Government Code. Every contractor for public works who violates this section is subject to all the penalties imposed for a violation of this chapter.

SECTION 6.02. Hours of Labor.

Eight (8) hours of labor shall constitute a legal day's work and the Contractor or any Subcontractor under the Contractor, in the execution of the Contract, shall not require more than eight (8) hours of labor in any Calendar Day, and forty (40) hours of labor in any calendar week, from any person employed by the Contractor in the performance

of the Work under the Contract, except as permitted under the provisions of California Labor Code Sections 1810 through 1815. The Contractor shall forfeit, as penalty to the SLDMWA, the amount specified in Labor Code section 1813 for each worker employed by the Contractor or any Subcontractor under the Contractor in the execution of the Contract for each Calendar Day during which any worker is required or permitted to labor more than eight (8) hours and for each calendar week during which any worker is required or permitted to labor more than forty (40) hours in violation of the provisions of Labor Code Sections 1810 to 1815.

Overtime shall be paid at the rate of not less than one and one half (1 1/2) times the basic rate of pay, or at such higher rate as may be required by the DIR, applicable statutes, or collective bargaining agreements.

The SLDMWA reserves the right to approve or disapprove the days scheduled for work, and the hours during which work is in progress. Overtime and shift work may be established by the Contractor with reasonable notice and the written permission of the SLDMWA. No work other than overtime and shift work shall be done between the hours of 6:00 p.m. and 7:00 a.m., except such work as is necessary for the proper care and protection of the work already performed, in case of an emergency, or as approved in writing by the SLDMWA. Failure of the Contractor to perform the work in accordance with this policy shall be deemed to be a failure on the Contractor's part to comply with the Contract and is cause for termination.

SECTION 6.03. Prevailing Wage.

Pursuant to Labor Code Section 1772, workers employed by contractors or subcontractors in the execution of any contract for public work are deemed to be employed upon public work as defined in Labor Code Sections 1720 through 1725. Therefore, the Contractor and all Subcontractors on the Project shall pay not less than the prevailing rate of per diem wages, including, but not limited to, overtime, Saturday, Sunday, and holiday work, travel and subsistence, as determined by the Director of the DIR pursuant to Labor Code Section 1773. Copies of such prevailing rate of per diem wages are available upon request at the office of the SLDMWA at 15990 Kelso Road, Byron, CA 94514 or on the Internet at <http://www.dir.ca.gov/OPRL/PWD>.

The Contractor shall obtain and post copies of these prevailing wage rates in a prominent place at the job site, in accordance with the regulations of the DIR.

The responsibility to check prevailing wage rates is the Contractor's. Pursuant to Labor Code Section 1773.4 the Contractor may file with the Director of DIR or the Chief of the Division of Labor Standards Enforcement ("DLSE") a petition to review a determination of any rate or rates made by the Director of DIR. The Contractor may also petition the Director of DIR to make a determination for a particular craft, classification, or type of work not covered by a general determination. Pending the review or determination, the wages may be assumed to be those in the applicable collective bargaining agreement, but no adjustment in the Contract Sum shall be made if such assumption is incorrect.

The wage rates determined by the Director of the California DIR refer to expiration dates. Prevailing wage determinations with a single asterisk (*) after the expiration date that are in effect on the date of Notice Inviting Bids remain in effect for the duration of the Project. Prevailing wage determinations with double asterisks (**) after the expiration date indicate that the basic hourly wage rate, overtime and holiday wage rates, and employer payments to be paid for work performed after this date have been determined. If work extends past this date, the new rate shall be paid and should be incorporated in contracts entered into for the Project. The Contractor should contact the DIR as indicated in the prevailing wage determinations to obtain predetermined wage changes. All determinations that do not have double asterisks (**) after the expiration date remain in effect for the duration of the Project.

The Contractor agrees that in the event of underpayment of wages to any employee on the Project, whether by the Contractor or any Subcontractor, the SLDMWA may retain from payments due to the Contractor an amount sufficient to pay such worker the difference between the wages required to be paid by the DIR and the wages actually paid such worker for the total number of hours worked. The SLDMWA may disburse such retention to such employees.

For each worker paid less than the applicable prevailing wages for any work done under this Contract by the Contractor or any Subcontractor, the Contractor shall forfeit to the SLDMWA as a penalty the sum determined by the Labor Commissioner in accordance with the considerations set forth in Labor Code Section 1775, over and above any

retention or withholds otherwise authorized by the Contract. If a worker employed by a Subcontractor is paid less than the prevailing wages by the Subcontractor, the Contractor is not subject to this penalty assessment if the Contractor can demonstrate that it did not have knowledge of that failure of the Subcontractor to pay the prevailing wages and that it strictly complied with the requirements of Labor Code Section 1775(b). In addition to applicable penalties, the Contractor or Subcontractor shall pay each worker the difference between the prevailing wage and the amount paid for every hour the worker was paid less than the prevailing wage.

SECTION 6.04. Payroll Records.

Contractor shall comply with Labor Code Section 1776. Regulations implementing Section 1776 are located in Section 16000 and Sections 16401 through 16403 of Title 8, California Code of Regulations. The Contractor shall be responsible for compliance by all Subcontractors on the Project.

The Contractor and Subcontractors shall keep accurate payroll records, showing the name, address, Social Security number, work classification, dates of payroll period, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journey person, apprentice, worker, or other employee employed by the Contractor and by each Subcontractor in connection with the Work. Such records shall be certified under penalty of perjury that the information contained in the payroll record is true and correct and that the employer has complied with the requirements of Labor Code sections 1771, 1811, and 1815 for any work performed by its employees, and shall be available for inspection at all reasonable hours at the principal offices of the Contractor and Subcontractors in a manner set forth in Labor Code Sections 1776 and 1812.

The Contractor and Subcontractors shall file a certified copy of the records enumerated above with the SLDMWA as a condition of receipt of payment of the Contract Sum. The Contractor shall be held responsible for all Subcontractors' compliance with this requirement.

Failure to submit timely, complete certified payrolls shall subject the Contractor and/or Subcontractor to the penalties specified in subdivision (h) of Labor Code section 1776, which penalties may be deducted from progress payments to the Contractor.

The Contractor shall not carry on its payrolls any person not actually employed by the Contractor, nor shall it carry on its payrolls employees of a Subcontractor. The Contractor shall show on its payrolls all persons actually employed by the Contractor on the Project, in any capacity. The Contractor shall supervise all Subcontractors to ensure that all Subcontractors comply with this Section.

In accordance with Government Code Section 8546.7, or any amendments thereto, all books, records, and files of the Contractor, or any Subcontractor connected with the performance of this Contract, shall be subject to examination and audit by the California State Auditor and/or by the United States Department of Labor. Contractor shall preserve and cause to be preserved such books, records and files for a period of three (3) years after final payment unless additional time is requested by the California State Auditor or the United States Department of Labor.

SECTION 6.05. Additional Requirements for Labor Compliance.

The Contractor shall comply with all applicable and current requirements of the DIR and the DLSE, including without limitation the following additional requirements, and shall cause all Subcontractors on the Project, whether under contract with the Contractor or under contract with any Subcontractor, to comply.

The records kept by the Contractor and all subcontractors of the hours and wages of all employees employed on Project also shall be open at all times for inspection by the DIR and DLSE, in accordance with Sections 1776 and 1812 of the Labor Code. Such records shall be furnished within 10 days of any separate request by the DIR or DLSE.

On a random basis and at such other times as it deems appropriate, the DIR also may confirm the accuracy of payroll reports, including by corroboration of information in payroll reports through independent sources, including without limitation worker interviews, examination of any time and pay records found within the definition of "Payroll Records" in section 16000 of Title 8 of the California Code of Regulations, direct verification of "Employer Payments" (as defined at section 16000 of Title 8 of the California Code of Regulations) through third-party recipients of those

payments, or any other legal and reasonable method of corroboration. As part of its confirmation process, the DIR may require the Contractor and any of its subcontractors to furnish for inspection itemized statements prepared in accordance with Labor Code Section 226. The DIR may conduct random confirmation based on a recognized statistical sampling of the records submitted.

The DIR may conduct in-person inspection(s) at the site or sites at which the Work of the Project is being performed (“On-Site Visits”). On-Site Visits may include visual inspection of required job site notices, including but not limited to (1) the determination(s) of the Director of DIR of the prevailing wage rate of per diem wages required to be posted at each job site in compliance with Labor Code Section 1773.2; (2) the Notice of pay days and time and place of payment required by Labor Code Section 207; and (3) any other notices prescribed by law. On-Site Visits may also include inspections of records, inspections of the work site and observation of work activities, interviews of workers and others involved with the Project, and any other activities deemed necessary by the DIR to ensure compliance with prevailing wage requirements. In accordance with Labor Code Section 90, the Labor Commissioner and his deputies and agents shall have free access to any construction site or other place of labor and may obtain any information or statistics pertaining to the lawful duties of the Labor Commissioner, including but not limited to evidence of compliance with Labor Code Section 226 (itemized wage statements for employees) and any other laws enforced by the Labor Commissioner.

In accordance with Section 16463 of Title 8 of the California Code of Regulations (“8 CCR Section 16463”), the SLDMWA may, on its own or if required by the Labor Commissioner, withhold funds due to the Contractor when payroll records are delinquent or inadequate. The amount withheld shall be those payments due or estimated to be due to the Contractor or Subcontractor whose payroll records are delinquent or inadequate, plus any additional amount that the Labor Commissioner has reasonable cause to believe may be needed to cover a back wage and penalty assessment against the Contractor or Subcontractor whose payroll records are delinquent or inadequate. The Contractor shall cease all payments to a Subcontractor whose payroll records are delinquent or inadequate until the Labor Commissioner provides notice that the Subcontractor has cured the delinquency or deficiency. When payments are withheld under 8 CCR Section 16463, the Labor Commissioner will provide the Contractor and Subcontractor, if applicable, with immediate written notice that includes all of the following: (1) a statement that payments are being withheld due to delinquent or inadequate payroll records, and that identifies what records are missing or states why records that have been submitted are deemed inadequate; (2) specifies what amounts the SLDMWA has been directed to withhold; and (3) informs the Contractor or Subcontractor of the right to request an expedited hearing to review the withholding of payments under Labor Code Section 1742, limited to the issue of whether the records are delinquent or inadequate or the Labor Commissioner has exceeded his or her authority under 8 CCR Section 16463. Where the violation is by a Subcontractor, the Contractor shall be notified of the nature of the violation and reference shall be made to Contractor’s rights to withhold or recover payments from the Subcontractor under Labor Code Section 1729. The withholdings under 8 CCR Section 16463 do not preclude assessment of penalties under Labor Code Section 1776(g) for failure to timely comply with a written request for certified payroll records, as set forth above.

SECTION 6.06. Apprentices.

Attention is directed to the provisions of Sections 1777.5, 1777.6, and 1777.7 of the Labor Code concerning the employment of apprentices by the Contractor or any Subcontractor. Violation of Sections 1777.5 or 1777.6 shall subject the Contractor and/or Subcontractor to the penalties set forth in Section 1777.7 of the Labor Code and/or otherwise provided by law or Contract.

Information relative to apprentice standards, wage schedules, and other requirements may be obtained from the Director of DIR, *ex officio* the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices and/or on the OPRL website at www.dir.ca.gov/OPRL/PWD. Apprentices employed on the Project must at all times work with or be under the direct supervision of one or more journeypersons.

SECTION 6.07. Not Used.

SECTION 6.08. Not Used.

SECTION 6.09. Not Used.

ARTICLE 7. DELAYS, TIME ADJUSTMENTS, AND COMPLETION.

SECTION 7.01. Notice of Delays.

The Contractor shall immediately notify the SLDMWA in writing delivered by personal delivery, overnight mail by recognized commercial carrier (e.g. FedEx), or email with confirmation of receipt, if the Contractor foresees or learns of any delay in the Work. The written notice shall be provided to the SLDMWA no later than three (3) Working Days after the event that causes the delay. The Contractor shall describe in this notice the nature and cause of the delay and shall state the probability of the delay occurring (if foreseen). Oral notification of delays is insufficient. **Contractor waives any and all claims for time extensions and/or monetary compensation based on delay if notice is not provided as described above.**

In the event of a continuing delay, the Contractor is required to give only one notice.

SECTION 7.02. Inexcusable Delays.

The Contractor shall not receive any time extensions or additional monetary compensation for inexcusable delays. Inexcusable delays include, but are not limited to, the following:

1. Delays that do not prevent the completion of the whole Work within the Contract Time.
2. A reasonable time for the SLDMWA to perform its Contract responsibilities.
3. Delays that could have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or Subcontractors.

SECTION 7.03. Excusable Delays.

The Contractor may be granted an extension of Contract Time for excusable delays, which are those that are beyond the Contractor's control; could not be prevented by the exercise of care, prudence, foresight, and diligence; and when the Work cannot be completed within the Contract Time.

The Contractor shall not receive any additional monetary compensation due to excusable delays unless the SLDMWA determines that the excusable delay resulted from an SLDMWA act or unusual site conditions. The Contractor shall also not receive any additional monetary compensation due to excusable delays under the following circumstances:

1. The Contractor could have reasonably anticipated the delay and avoided the cost impacts of it.
2. When there are two (2) or more concurrent delays and at least one does not qualify for monetary compensation under Section 7.12.
3. The excusable delay does not delay overall completion of the Work.

With respect to weather delays, the Contractor will be allowed a time extension if the SLDMWA concludes that inclement or unsuitable weather or its effects prevents working on the current critical path task for at least five (5) hours during the shift.

Pursuant to Government Code Section 4215, delay in completing the Project caused by the failure of the SLDMWA or the owner of utility facilities located on the Project site to provide for removal or relocation of such facilities shall be an Excusable Delay.

SECTION 7.04. Compensable Delays.

The Contractor may receive both an extension of time and compensation for increased general conditions costs due to a "Compensable Delay," which is one that is beyond Contractor's control; unreasonable under the circumstances; that could not be prevented by the exercise of care, prudence, foresight, and diligence; when completion of the Work is delayed; and that is caused solely by the wrongful acts of the SLDMWA or its agents. Notwithstanding the foregoing, the Contractor shall not be entitled to any additional general conditions costs or time extension to the extent that a Compensable Delay is concurrent with an Inexcusable Delay. Except as provided herein, the Contractor shall have no claim for damage or compensation for any delay, interruption, hindrance, or disruption.

SECTION 7.05. Extension of Time.

Subject to compliance with the required contractual provisions, the Contractor will be allowed a time extension to complete the Work equal to the delay the Contractor establishes less any time when an Inexcusable Delay was concurrent with the Excusable or Compensable Delay. If the time extension is compensable, the Contract Sum also will be adjusted.

SECTION 7.06. Liquidated Damages.

Should the Work not be completed within the Contract Time, as adjusted for any Excusable or Compensable Delays, Contractor acknowledges that SLDMWA will suffer damage, and that it is impracticable and infeasible to fix the amount of actual damages. Therefore, it is agreed by and between Contractor and SLDMWA that Contractor shall pay to SLDMWA as fixed and liquidated damages, and not as a penalty, the sum specified in the Agreement per calendar day delay until final completion of the Work, and that SLDMWA may deduct Liquidated Damages from any monies due or that may become due to Contractor.

If the Contract, the Contractor's control over the Work, or the Contractor's right to proceed is terminated for cause, then the Contractor shall be liable to the SLDMWA for liquidated damages for all periods of time from the scheduled Contract Completion Date at the time of such termination, as that date may be adjusted by any extensions of time to which the Contractor is entitled, until the Date of Completion.

SECTION 7.07. Not Used.

SECTION 7.08. Final Inspection and Acceptance.

When the Contractor considers the Work complete, including all required documentation having been submitted to the SLDMWA, the Contractor shall request inspection the Work. If, following inspection, the SLDMWA does not consider the Work complete, the SLDMWA will notify the Contractor in writing and provide a list of items to be completed or corrected ("deficiency list" or "punch list"). Immediately upon being provided a punch list, the Contractor shall proceed to correct or complete the items on the list.

The Contractor shall notify the SLDMWA in writing when it believes that it has corrected all items on the punch list. The SLDMWA will again inspect the Work and update the punch list if it deems the Work is not complete.

The SLDMWA will accept the Work if it finds the Work and all required corrections acceptable, including without limitation receipt of O&M manuals, the Guarantee Form, and any other close-out documents required by the Contract Documents. Acceptance by the SLDMWA begins warranty periods.

ARTICLE 8. NOT USED

ARTICLE 9. CHANGES AND CLAIMS

SECTION 9.01. Ordering of Changes.

The SLDMWA may order or direct a change in writing, including without limitation through a Directive, during the Work. If the Contractor contends that a Directive or other order by the SLDMWA will cause a change in the Contract Time or Contract Sum, then the Contractor shall so notify the SLDMWA in writing before performing the changed Work and no more than five (5) days after receipt of the order or Directive; performance of the changed Work without such prior notice waives the Contractor's right to recover any additional time or compensation for the change. The SLDMWA will direct the Contractor in writing whether to proceed with any Work the Contractor timely claims to have a time or cost impact. For any order or Directive that the Contractor does not claim involves a change in the Contract Sum or Contract Price, the Contractor shall immediately comply with the order or Directive.

If the SLDMWA and Contractor agree to any adjustment to the Contract Sum and/or the Contract Time, then the adjustment will be formalized in a Change Order. Failure of the SLDMWA and Contractor to agree to terms of a

Change Order based on an order or Directive shall not relieve the Contractor of its obligation to complete all work specified in the order or Directive.

SECTION 9.02. Unusual Site Conditions.

The Contractor shall promptly upon discovery, and before the following conditions are disturbed, notify the SLDMWA, in writing, of any:

1. Material that the Contractor believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
2. Subsurface or latent physical conditions at the site differing from those indicated in the Contract.
3. Unknown physical conditions at the site of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

Upon receipt of notice from the Contractor, the SLDMWA shall promptly investigate the conditions. If the conditions do materially so differ or do involve hazardous waste, and the conditions cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work, then the SLDMWA shall issue a Change Order or Directive addressing the change.

If the SLDMWA and the Contractor disagree as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall proceed with all work to be performed under the Contract Documents and may submit a claim as provided in the Contract Documents.

SECTION 9.03. Proposed Contract Changes; Agreement as to Change Order.

If requested by the SLDMWA, the Contractor shall provide a proposed change order with a cost and/or time proposal for a proposed change to the Work, supported by complete details of all Contractor, Subcontractor, vendor, or supplier costs and time impacts. The Contractor shall provide the proposed change order within the time requested, or within five (5) Working Days if no time is specified. The SLDMWA will either accept the proposed change and issue a Change Order or notify the Contractor of any dispute with the proposed change to the Contract Time or Contract Sum.

The SLDMWA may issue a Change Order if it concludes that a change to the Contract Sum or Contract Time is necessary. If the Contractor signs the Change Order, then the Contractor has agreed to the time and cost impacts stated in the Change Order. If the Contractor does not sign a Change Order issued by the SLDMWA, then the Contractor shall notify the SLDMWA of any dispute with the proposed change.

The Contractor shall not be entitled to any adjustments in either Contract Sum or Contract Time for changed Work performed before either (a) receipt of written direction from the SLDMWA to perform the Work after the Contractor has notified the SLDMWA that it believes that a Directive or other direction requires changes to the Work or Contract Time, or (b) a Change Order approved by the SLDMWA.

If the Contractor and the SLDMWA have not agreed as to whether a change impacts the Contract Time or Contract Sum or the amount of such change, then the Contractor must immediately begin keeping Force Account records of the Work.

SECTION 9.04. Payment For Changes.

If the Contractor and the SLDMWA do not agree to payment for a change on a lump sum or unit price basis, then the Contractor shall be entitled to payment for the changed Work on a Force Account basis, as follows.

The Contractor shall keep and present, in a form acceptable to the SLDMWA, a complete and correct accounting of all costs associated with the change, including all pay records, vouchers, invoices, etc. The Contractor will be paid for labor, materials, and equipment actually used during the performance of the changed Work, as discussed further below.

To facilitate agreement, the Contractor shall notify the SLDMWA not less than four (4) hours prior to starting Force Account work. The Contractor shall submit Daily Work Reports (DWRs) for signature not later than 9:00 a.m. the day following performance of any Force Account work. DWRs shall list names of all Contractor's staff, the staff person's craft or trade, all craft or trade labor hours, and all material and equipment used and claimed to be Force Account. If the DWRs include work related to more than one change, then the labor, material, and equipment shall clearly identify the change to which it relates. The Contractor shall use the DWRs in preparing billings for Force Account work.

SECTION 9.04A. Labor on Force Account.

The Contractor will be paid the cost of direct labor used in the actual and direct performance of the changed work. Except as otherwise provided, the Contractor will receive no additional compensation for overtime work without prior written authorization from the SLDMWA. The cost of labor will be the sum of the following:

- Actual Wages: Charges for labor will be the Contractor's actual payroll costs for labor of any classification, including employer payments to or on behalf of the workers for health and welfare, pension, vacation, and similar purposes.
- Labor Surcharge: A twenty-six percent (26%) surcharge for taxes, insurance, and all other payments made to or on the behalf of the employee shall be added to the actual wages.
- Subsistence and Travel: The SLDMWA will pay the Contractor for actual subsistence and travel allowance costs associated with the changed work required by labor agreements or acceptable to the SLDMWA. Documentation must be provided to the SLDMWA.

SECTION 9.04B. Materials on Force Account.

Payment will be for the purchaser's actual cost of supplier or vendor furnished materials documented by invoices. The SLDMWA reserves the right to purchase materials for the changed Work.

SECTION 9.04C. Equipment on Force Account.

The prices paid for equipment directly and solely required for performance of the changed work will be either the actual, reasonable rental rate documented by invoices or those listed in the current edition of the Caltrans publication, "Labor Surcharge and Equipment Rental Rates." If the equipment is not shown in this publication, the Contractor shall be paid such hourly rental rates as are agreed upon by the Contractor and the SLDMWA prior to use of the equipment, plus thirty-three and one-third percent (33-1/3%) for the cost of fuel, oil, lubrication, and field repairs and maintenance. In no case shall the rental rates exceed those of established distributors or equipment rental agencies serving the area.

The rate paid for the use of equipment constitutes full compensation to the Contractor for all costs, including fuel, power, oil, lubrication, supplies, small tools, small equipment, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, labor (except for equipment operators) and any and all costs to the Contractor incidental to the use of such equipment for the changed work.

Payment will not be made for the equipment while it is inoperative due to breakdowns or for time in which no changed work was performed. Payment for rentals will include time required to move equipment to the changed work from the rental source and to return it to the source. However, no moving, loading, or transportation costs will be paid if the equipment is used for any other portion of the Work.

Individual tools and pieces of equipment having replacement value of five hundred dollars (\$500) or less shall be considered tools or small equipment and no payment will be made for those pieces of equipment.

SECTION 9.04D. Subcontracts on Force Account.

Subcontract costs shall be the actual cost to the Contractor for work performed by a Subcontractor and supported by invoices. Notwithstanding the foregoing, the SLDMWA reserves the right to reject any Subcontractor cost which materially differs from the above Force Account provisions unless the SLDMWA approved the deviating cost in writing prior to the Subcontractor cost being incurred.

SECTION 9.04E. Markups on Force Account.

Only the direct costs directly attributable to the performance of the changed work shall be allowed. All other costs shall be included in the allowed markups, including, but not limited to, profit, home office and field overhead, jobsite indirect costs, extended overhead, jobsite office personnel, general field superintendence, general engineering, supervision of labor, bond and insurance premiums, and general field expense, and shall constitute full compensation for all costs not included as actual labor, materials, equipment, or Subcontractor costs. Markups for changed work shall not exceed the following:

| | |
|---------------------|-----|
| Labor | 15% |
| Materials | 10% |
| Equipment Rental | 10% |
| Bonds and Insurance | 2% |

The Contractor or Subcontractor, whomever actually performs the changed work, may add the markups to the total of allowable costs. When a Subcontractor performs work, the Contractor and any higher tiered Subcontractor may add as mark-up to the total of allowable costs an amount not to exceed five percent (5%), which markup shall not be applied to any markups charged by the Subcontractor.

When the SLDMWA is entitled to credit for deleted work, a ten percent (10%) credit for deleted overhead of the Contractor or Subcontractor, as applicable, will be added to such credit.

SECTION 9.05. Limitations on Payments for Changed Work.

The SLDMWA will not pay the Contractor costs in excess of prevailing market values, unless the Contractor can establish, to the satisfaction of the SLDMWA, that the Contractor has investigated all possible means of providing the work and that the excess costs could not be avoided.

SECTION 9.06. Effect on Sureties of Changes to the Work.

No alterations, time extensions, extra or additional work, or other changes shall affect the sureties' obligations.

SECTION 9.07. Disputes.

If the Contractor and SLDMWA fail to agree whether a Directive or other order is within the scope of the Contract, the amount of any agreed change, or otherwise dispute matters arising under the Contract Documents, these disputes provisions shall apply. The Contractor shall not stop performing the Work pending resolution of a dispute, unless so ordered in writing by the SLDMWA.

SECTION 9.07A. Notice of Potential Claim.

The Contractor shall not be entitled to payment of any additional compensation (whether money or time) for any cause unless the Contractor has given the SLDMWA timely written notice of potential claim ("NOPC") setting forth the reasons for which the Contractor believes additional monetary compensation and/or time is due, the nature of costs and/or time involved, and, insofar as possible, the amount of the potential claim.

The Contractor shall provide a written NOPC to the SLDMWA upon discovery of any disagreement, situation, or occurrence that may result in a claim, including but not limited to changes in work and delays. The NOPC shall be submitted no more than five (5) Working Days after the discovery or occurrence of any event that may be the basis for a claim for additional compensation or additional time. **Failure to timely submit the NOPC waives any Claim that Contractor may otherwise have had the right to submit based on the underlying occurrence or event.**

SECTION 9.07B. Claims.

Claims shall be subject to the requirements of Public Contract Code sections 20104 *et seq.* and 9204. A summary of those provisions is set forth below. To the extent that the summary below is inconsistent with any requirement of those

statutes, the statutes shall control. The terms below are intended to be consistent with the governing statutes, and any modifications shall be understood as lawful modifications or additions to the statutory requirements if possible.

SECTION 9.07B1. Definitions.

“Claim” means a separate demand by the Contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) payment by the public entity of money or damages arising from work done by, or on behalf of, Contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) payment of an amount that is disputed by the SLDMWA.

“Mediation” means any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation.

“Public works contract” or “public works project” means any project meeting the definition of Labor Code section 1720(a), including subsection (a)(2), whether or not the project involves the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

“Subcontractor” means any type of contractor who either is in direct contract with the Contractor or is a lower tier subcontractor.

SECTION 9.07B2. Claims Procedure.

All Claims under this Contract shall be resolved using the following procedure.

1. The Claim shall be in writing and include the documents necessary to substantiate the Claim as set forth in Section 9.17C. Unless a different time is stated in the Contract Documents, Claims must be filed not later than thirty (30) Calendar Days after the proposed final payment request is returned to the Contractor by the SLDMWA. Any Claim shall be certified under penalty of perjury and in compliance with the California False Claims Act, as set forth in Section 9.17C below. Failure to include these required certifications will constitute grounds for immediate rejection of the Claim and shall be deemed a waiver and absolute bar of the Claim, including any right to pursue the Claim further.
2. If a Subcontractor, including a lower tier Subcontractor, lacks legal standing to assert a Claim against the SLDMWA because privity of contract does not exist, then the Contractor may present a Claim on behalf of such a Subcontractor. A first-tier Subcontractor may request in writing, either on its own behalf or on behalf of a lower tier Subcontractor, that the Contractor present a Claim on behalf of the Subcontractor for work that was performed by the Subcontractor. The Subcontractor requesting that the Claim be presented shall furnish reasonable documentation to support the Claim. Within 45 days of receipt of this written request, the Contractor shall notify the Subcontractor in writing as to whether the Contractor presented the Claim and, if the Contractor did not present the Claim, provide the Subcontractor with a statement of the reasons for not having done so.
3. Upon receipt of a Claim, the SLDMWA shall conduct a reasonable review of the Claim. Within 30 days of receipt of the Claim, the SLDMWA may request, in writing, any additional documentation supporting the Claim or relating to defenses to the Claim that the SLDMWA may have against the claimant. Where additional information is requested by the SLDMWA, the time in which the SLDMWA must respond to a Claim shall be tolled until all requested information is provided. If additional information is thereafter required, then it shall be requested and provided upon mutual agreement of the SLDMWA and the Contractor.

4. Within 45 days of receipt of the Claim, as that time may be tolled as provided in Section 9.17B.3 above, the SLDMWA shall provide the Contractor with a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Upon receipt of a Claim, the SLDMWA and the Contractor may, by mutual agreement, extend the time period for a response. Failure by the SLDMWA to respond to a Claim within the time periods described herein shall result in the Claim being deemed rejected in its entirety. A Claim that is denied by failure of the SLDMWA to respond shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of the claimant.
5. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the SLDMWA issues its written statement. The SLDMWA shall not fail to pay money as to any portion of a Claim which is undisputed except as otherwise provided in the Contract Documents.
6. If the claimant disputes the SLDMWA's written response, or the SLDMWA fails to respond within the time prescribed, the Contractor may so notify the SLDMWA, in writing, either within 15 days of receipt of the SLDMWA's response or within 15 days of the SLDMWA's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, sent by registered mail or certified mail, return receipt requested, the SLDMWA shall schedule a meet and confer conference within 30 days for settlement of the dispute.
7. Within 10 business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, then the SLDMWA shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Failure by the SLDMWA to provide the written statement within the time periods described herein shall result in the remaining Claim issues being deemed rejected in their entirety. Denial by failure of the SLDMWA to respond shall not constitute an adverse finding with regard to the merits of the remaining Claim issues or the responsibility or qualifications of the claimant. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the District issues its written statement.
8. Any remaining disputed portion of the Claim following the meet and confer conference shall be submitted to nonbinding mediation, with the SLDMWA and the Contractor sharing the associated costs equally. The SLDMWA and the Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. Unless otherwise agreed to by the SLDMWA and the Contractor in writing, the mediation conducted pursuant to this Section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced. This Section does not preclude arbitration if mediation under this Section does not resolve the parties' dispute.
9. If mediation is unsuccessful, then the Contractor may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code with respect to the parts of the Claim remaining in dispute. For purposes of those provisions, the running of the period of time within which a Claim must be filed shall be tolled from the time the Contractor submits his or her written Claim pursuant to Section 9-18.02.01 until the time that mediation of disputed portions of that Claim is completed. This Section does not apply to tort claims, and nothing in this Section is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.
10. Amounts not paid in a timely manner as required by this Section shall bear interest at 7% per year.
11. Claims of \$375,000 or less are subject to the following procedures for civil actions to resolve the claims:
 - a. The case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section

1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any such proceeding, consistent with the rules pertaining to judicial arbitration.

- b. The parties stipulate that the arbitrator shall be experienced in construction law and shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.
- c. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who, after receiving an arbitration award, requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorneys' fees of the other party arising out of trial de novo.
- d. The court may, upon request by any party, order any witnesses to participate in arbitration process.

In any suit filed under Public Contract Code Section 20104.4, the SLDMWA shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

SECTION 9.07B3. Certification.

Every claim must include the following certification. Failure to include the certification results in the claim being incomplete, and the SLDMWA shall have no obligation to review the claim unless or until such certification is provided.

Claim Declaration

I, [name of declarant], declare the following:

[Contractor company name] has contracted with the San Luis and Delta Mendota Water Authority for the [name of project] project. I am authorized by my employer ([contractor company name]) to prepare the attached claim for compensation (in other words, for money and/or time extensions) to the San Luis and Delta Mendota Water Authority regarding this project (dated _____, 20__, and requesting \$ _____ and/or ____ additional working days), and I did prepare said attached claim. I am the most knowledgeable person at [contractor company name] regarding this claim.

I am aware of all law that relates to this claim, including but not limited to California Penal Code section 72, Government Code sections 12650 et seq. (False Claims Act), and Business and Professions Code sections 17200 et seq. (Unfair Business Practices Act). I am aware that submission or certification of false claims, or other claims that violate law or the contract, may lead to fines, imprisonment, and/or other severe legal consequences for myself and/or [contractor company name].

The attached claim is prepared and submitted in good faith, does not breach the contract between [contractor company name] and the San Luis and Delta Mendota Water Authority for this project, does not violate any law, satisfies all provisions of the contract, only contains truthful and accurate supporting data, and only requests an amount that accurately reflects the adjustments to money and time for which I honestly and in good faith believe that the San Luis and Delta Mendota Water Authority is responsible under its contract with [contractor company name].

So that I could declare that the statements in this declaration and the attached claim were true and correct, while preparing this declaration and claim, I consulted with others (for example, attorneys, consultants, or others who work for [contractor company name]) when necessary to assure myself that said statements were true and correct.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed _____, 20__, at _____, California.

[name of declarant]

For claims submitted by the Contractor on behalf of a Subcontractor, both the Contractor and the Subcontractor shall submit the above declaration.

SECTION 9.07C. Documentation of Claims by Contractor.

For each Claim, the Contractor shall furnish the following claim documentation in the following format:

1. Introduction and background
2. Issues
 - a. Index of issues
 - b. For each issue:
 - Background
 - Chronology
 - Contractor's position (reason for SLDMWA's potential liability)
 - Supporting documentation of merit
 - Supporting documentation of damages
3. Delay analysis (if applicable)
4. Productivity and damages exhibits (if applicable)
5. Summary of issues and damages

Supporting documentation of merit and damages for each issue shall be cited by reference, photocopies, or explained. Supporting documentation may include, but not be limited to, Contract Documents, correspondence, inspection reports, delivery schedules, test reports, daily reports, subcontracts, photographs, RFIs and responses, Directives, purchase orders, invoices, releases, quantity records, other accounting records, and other Project records.

GUARANTEE FORM

{Print on Contractor/Subcontractor Letterhead And Submit at Close-Out}

_____ [Contractor's Name] hereby unconditionally guarantees to the San Luis & Delta-Mendota Water Authority ("SLDMWA") that the Services performed at DCI Unit 1 & 2 Motor Control Centers Replacement and Commissioning, located at Delta Canal Intertie (DCI) 17691 West Grant Line Road, Tracy, CA 95391, have been done in accordance with the requirements of the Agreement therefor and further guarantees the Services of the Agreement to be and remain free of defects in workmanship and materials for a period of one (1) year from and after SLDMWA acceptance of the Services unless a longer guarantee period is called for by the Contract Documents, in which case the terms of the longer guarantee shall govern. The Contractor hereby agrees to correct any and all Services, together with any adjacent facilities which may have been damaged or displaced in so doing, that may prove to be not in accordance with the requirements of the Agreement or that may be defective in its workmanship or materials within the guarantee period specified, without any expense whatsoever to the SLDMWA, ordinary wear and tear and unusual abuse and neglect only excepted. The Contractor has provided contract bonds, which will remain in full force and effect during the guarantee period.

The Contractor further agrees that within ten (10) calendar days after being notified in writing by SLDMWA of any Services not in accordance with the requirements of the Agreement or any defects in the Services, it will commence and prosecute with due diligence all Services necessary to fulfill the terms of this guarantee, and to complete the Services within a period of time stipulated in writing. In the event it fails to so comply, Contractor does hereby authorize SLDMWA to proceed to have such Services done at the Contractor's expense and it will pay the cost thereof upon demand. SLDMWA shall be entitled to all costs, including reasonable attorneys' fees, necessarily incurred upon the Contractor's refusal to pay the above costs.

The guarantee period for corrected defective work shall continue for a duration equivalent to the original guarantee period.

Notwithstanding the foregoing paragraph, in the event of an emergency constituting an immediate hazard to the health or safety of the employees of SLDMWA, or its property or licensees, SLDMWA may undertake at the Contractor's expense without prior notice, all Services necessary to correct such hazardous condition when it was caused by the Services of the Contractor not being in accordance with the requirements of the Agreement, or being defective, and to charge the same to the Contractor as specified in the preceding paragraph.

The guarantee set forth herein is not intended by the parties, nor shall it be construed, as in any way limiting or reducing SLDMWA's rights to enforce all terms of the Agreement referenced hereinabove or the time for enforcement thereof. This guarantee is provided in addition to, and not in lieu of, SLDMWA's rights on such Agreement.

CONTRACTOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

PERFORMANCE BOND
(To be Submitted with Construction Agreement)

BOND NO.: _____

PREMIUM: _____

San Luis & Delta-Mendota Water Authority

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the SAN LUIS & DELTA-MENDOTA WATER AUTHORITY (hereinafter referred to as "SLDMWA") has awarded to _____
_____ (hereinafter designated as the "Principal") a contract for _____
_____ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by Principal is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, said Principal is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, the undersigned Principal and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the SLDMWA in the sum of _____ DOLLARS, (\$ _____), said sum being not less than one hundred percent (100%) of the total amount of the Agreement, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if said Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the SLDMWA, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorneys' fees, incurred by SLDMWA in enforcing such obligation.

The obligations of Surety hereunder shall continue so long as any obligation of Principal remains. Nothing herein shall limit the SLDMWA's rights or Principal's or Surety's obligations under the Agreement, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Principal shall be, and is declared by the SLDMWA to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the SLDMWA's option:

(1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

(2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a contract between such bidder, the Surety and the SLDMWA, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Principal by the SLDMWA under the Agreement and any modification thereto, less any amount previously paid by the SLDMWA to Principal and any other set offs pursuant to the Contract Documents.

(3) Permit the SLDMWA to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Principal by the SLDMWA under the Agreement and any modification thereto, less any amount previously paid by the SLDMWA to Principal and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the SLDMWA may reject any design-builder, contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by Principal. Surety shall not utilize Principal in completing the Project nor shall Surety accept a bid from Principal for completion of the Project if the SLDMWA, when declaring Principal in default, notifies Surety of the SLDMWA's objection to Principal's further participation in the completion of the Project.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed there under shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__, then names and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to the authority of its governing body.

Principal: _____

By: _____

Surety: _____

Address: _____

Telephone: _____

Attorney in Fact: _____

(Bond Continues on Next Page)

(Attach Attorney-In-Fact Certificate, Corporate Seal and Surety Seal. This bond must be accompanied by a current Power of Attorney Appointing the Attorney-in-Fact)

NOTICE:

A CERTIFICATE OF ACKNOWLEDGMENT IN ACCORDANCE WITH THE PROVISIONS OF CIVIL CODE SECTION 1189 MUST BE ATTACHED FOR EACH PERSON EXECUTING THIS AGREEMENT ON BEHALF OF PRINCIPAL AND SURETY.

DRAFT

PAYMENT BOND
(To be Submitted with Construction Agreement)

BOND NO.: _____

PREMIUM: _____

San Luis & Delta-Mendota Water Authority

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the SAN LUIS & DELTA-MENDOTA WATER AUTHORITY (hereinafter referred to as "SLDMWA") has awarded to _____ (hereinafter designated as "Principal") an agreement for _____ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by Principal is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as the "Agreement"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said Agreement providing that if Principal or any of its subcontractors shall fail to pay for any materials, provisions, or other supplies, or terms used in, upon, for or about the performance of the Services contracted to be done, or for any work or labor done thereon of any kind the Surety on this bond will pay the same together with a reasonable attorney's fee in case suit is brought on the bond.

NOW, THEREFORE, we, the undersigned Principal and

_____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the SLDMWA in the sum of _____ DOLLARS, (\$ _____), said sum being not less than one hundred percent (100%) of the total amount of the Agreement, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal, its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies or machinery used in, upon, for or about the performance of the Services contracted to be done, or for work or labor thereon of any kind, or fail to pay any of the persons named in California Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Principal and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, and all other applicable laws of the State of California and rules and regulations of its agencies, then said Surety will pay the same in or to an amount not exceeding the sum specified herein. In case legal action is required to enforce the provisions of this bond, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to court costs, necessary disbursements and other consequential damages. In addition to the provisions hereinabove, it is agreed that this bond will inure to the benefit of any and all persons, companies and corporations entitled to make claims under Section 9100 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or additions to the terms of the said Agreement or to the work to be performed thereunder or the specification accompanying the same shall in any way affect its obligations on this bond, and it does hereby

waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or to the specifications.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__, then names and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to the authority of its governing body.

Principal: _____

By: _____

Surety: _____

Address: _____

Telephone: _____

Attorney in Fact: _____

(Attach Attorney-In-Fact Certificate, Corporate Seal and Surety Seal. This bond must be accompanied by a current Power of Attorney Appointing the Attorney-in-Fact)

NOTICE:

A CERTIFICATE OF ACKNOWLEDGMENT IN ACCORDANCE WITH THE PROVISIONS OF CIVIL CODE SECTION 1189 MUST BE ATTACHED FOR EACH PERSON EXECUTING THIS AGREEMENT ON BEHALF OF PRINCIPAL AND SURETY.

SERVICES AGREEMENT
for
Maintenance, Testing, Start-up and Commissioning

This Agreement ("Agreement") is made and entered into this _____ day of September, 2025, by and between the San Luis & Delta-Mendota Water Authority, a Joint Powers Authority, acting by and through its Governing Board ("SLDMWA") and Rexel, USA, Inc., a Delaware corporation ("Contractor"). SLDMWA and Contractor may be referenced herein individually as "Party" or collectively as the "Parties."

WITNESSETH, that for and in consideration of the mutual promises, covenants, agreements, and conditions herein contained, the Parties agree as follows:

1. **THE WORK:** The Services constitute maintenance work, as defined in Public Contract Code section 22002(d), on a publicly-owned water system as well as testing, start-up, and commissioning of equipment provided by the SLDMWA, as further detailed on **Exhibit A** attached hereto. Contractor shall provide and pay for all labor, materials, equipment (except as provided by SLDMWA), tools, water, light, heat, utilities, transportation, and other facilities and services necessary for the execution and completion of the Services in accordance with the Contract Documents and any applicable code or statute, whether or not specifically described herein, as long as same is reasonably inferable there from as being necessary to produce the intended results. Contractor agrees to perform and complete in a good and workmanlike manner the work of DCI UNIT 1 & 2 MOTOR CONTROL CENTERS REPLACEMENT AND COMMISSIONING ("Services"). The Services are subject to the approval of SLDMWA's Chief Operating Officer.

In no case shall SLDMWA have any responsibility for the means, methods, techniques, sequences or procedures utilized by the Contractor or its subcontractors at any level, or for safety precautions and programs in connection with the Services.

Contractor shall give all notices and shall observe and comply with all laws, ordinances, rules, regulations, permits, rights-of-way, or orders of any public authority bearing on the performance of the Services. All Services shall be performed in accordance with Title 24, Parts 1 through 5 and 9, of the California Code of Regulations, to the extent applicable to the Services. Contractor shall conduct the Services so that all laws and ordinances for the protection of the public and the workers shall be obeyed fully by Contractor and all subcontractors.

Contractor and all subcontractors shall comply with all applicable provisions of federal, state and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where the Services is being performed. Contractor shall be responsible for initiating, maintaining and supervising all safety measures in connection with the Work, and to the extent applicable to the Work, for maintaining all safety conditions on the Site, and for ensuring against and/or correcting any hazardous conditions on the Site. Contractor and all subcontractors shall, at all times, maintain adequate protection against injury to persons, including employees, or damage to property, on or near the project, or adjacent to the Site.

Existing signs, lights, traffic signals, control boxes, hydrants, meters, and other similar items occurring within the street or sidewalk areas shall be kept free of obstructions and accessible at all times.

Contractor shall take all necessary precautions to protect SLDMWA's structures, facilities, equipment, tools, materials, and any other property on or adjacent to the Site against damage, loss, or theft resulting from the operations, equipment, or workers of the Contractor during the course of performing the Services, and shall provide adequate security measures. Contractor shall repair or replace any damage and remove any damaged or defaced material and/or equipment from the Site at no cost to SLDMWA. Contractor shall be strictly liable for failure to adequately protect any existing improvements and/or facilities.

Any change to the Services increasing or decreasing the Contract Price must be approved in writing by the Chief Operating Officer, and may need to be approved by SLDMWA's Board.

Contractor will remove all dirt, debris, and waste generated by or during its Services from the Site, and ensure upon completion that the grounds and any adjacent sidewalks and streets are left clear and in the condition the Contractor originally found them.

2. DIR REGISTRATION: By executing this Agreement, Contractor represents that it is registered with the California Department of Industrial Relations ("DIR"), Registration number 1001190704.

3. BONDS AND INSURANCE:

Contractor shall provide to SLDMWA payment and performance bonds in an amount not less than 100 percent of the total amount payable by the terms of this Agreement before commencement of any contract Services.

Insurance to be provided as required by General Conditions Article 3.

4. LOCATION OF WORK: The Work is to be performed at the following location: SLDMWA, Delta Canal Intertie (DCI), 17601 West Grant Line Road, Tracy, CA 95391 ("Site").
5. TIME FOR COMPLETION: The Parties hereby agree that the Work shall commence on or about November 17, 2025 and shall be completed within 21 calendar days after that date ("Contract Time"). Notwithstanding anything to the contrary herein or in the Contract Documents, Contractor shall utilize commercially reasonable efforts to ensure timely performance; however, in no event shall Contractor be liable for delays outside of its control.
6. CONTRACT DOCUMENTS: The Contract Documents include this Agreement and all Exhibits hereto, payment and performance bonds, required insurance certificates, and any change orders/amendments agreed by Contractor in a signed writing ("Contract Documents"). In case of conflict, this Agreement and the General Conditions attached hereto as **Exhibit B** prevail over Contractor's quote/bid and terms and conditions associated with such quote/bid, and change orders shall govern over the original documents. In the event of a conflict between this Agreement and the General Conditions, this Agreement shall prevail.
7. SUBCONTRACTORS: Contractor represents that it shall subcontract with Eaton Corporation ("Eaton") to perform certain Services hereunder, and that Eaton shall further subcontract with Contra Costa Electric, Inc. ("CCE") to perform some of those Services. The Services to be subcontracted are further detailed on Exhibit A hereto. Other than as expressly approved in this paragraph, Contractor shall not use any subcontractors to perform any Services hereunder. All subcontractors shall be registered with DIR and shall comply with Paragraphs 8 and 10 below. Contractor expressly agrees that both Eaton and CCE shall be subject to the protections of Public Contract Code sections 4100 *et seq.*, including without limitation protections against substitution

without prior approval by SLDMWA, regardless of whether that statute would otherwise apply to these subcontractors.

8. PREVAILING WAGES AND RECORDS: Contractor and all subcontractors shall comply with and adhere to the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the DIR pursuant to Division 2, Part 7, Chapter 1, of the California Labor Code. Schedules of the prevailing rate of per diem wages are available for public inspection at the SLDMWA or can be found at <https://www.dir.ca.gov/oprl/DPreWageDetermination.htm> and are incorporated herein by reference. Contractor shall obtain and post copies of the applicable prevailing wage rates in a prominent place at the job site, in accordance with the regulations of the DIR. Contractor shall comply with all requirements of Article 6 of the General Conditions attached hereto.
9. NONDISCRIMINATION: The Contractor shall comply with Section 1735 of the Labor Code, which provides as follows:

A contractor shall not discriminate in the employment of persons upon public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as otherwise provided in Section 12940 of the Government Code. Every contractor for public works who violates this section is subject to all the penalties imposed for a violation of this chapter.
10. WARRANTY: Notwithstanding anything to the contrary herein or in the Contract Documents, Contractor warrants that the materials and equipment sold hereunder are new and, upon payment of the applicable invoices, free of any liens or security interests. Contractor also warrants the Services will be performed in a good and workmanlike manner and in accordance with all laws and regulations governing the Services. Contractor shall assign to SLDMWA all manufacturers' and service providers' warranties as further detailed on Exhibit A attached hereto. In no event shall Contractor's warranty on materials and equipment or Services supplied exceed the warranty given by manufacturers of the materials and equipment or the providers of the Services, including for any indemnification for intellectual property infringement. If any materials, equipment or Services are defective and covered by the manufacturer's or service provider's warranty, Contractor shall repair or replace the materials or equipment or reperform the Services in accordance with the manufacturer's or service provider's instructions and at no cost to the SLDMWA. THE ABOVE IS THE SOLE AND EXCLUSIVE WARRANTY, EXPRESS OR IMPLIED, PROVIDED BY CONTRACTOR AND IS IN LIEU OF ALL OTHER WARRANTIES OF ANY NATURE WHATSOEVER, CONTRACTUAL, LEGAL, STATUTORY OR OTHER, AND WHETHER FOR MERCHANTABILITY, QUALITY, FITNESS OR OTHERWISE, ON THE MATERIALS, EQUIPMENT AND SERVICES SUPPLIED HEREUNDER.
11. COMPLIANCE WITH WORKERS' COMPENSATION LAW: By executing this Agreement, Contractor certifies that it is aware of the provisions of Sections 3700 and following of the Labor Code of the State of California which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the statutory requirements, and Contractor will comply with such provisions, and ensure that all subcontractors comply with such provisions, before commencing the performance of any Services hereunder.
12. CONTRACT PRICE AND PAYMENT: As full compensation for the Services, SLDMWA shall pay or cause to be paid to Contractor the sum of four hundred sixty-six thousand, four hundred

thirty-nine dollars and fifty-three cents (\$466,439.53), subject to additions and deductions as provided by change order ("Contract Price"). Payment will not be made until all Services are completed to the satisfaction of SLDMWA.

SLDMWA may withhold sums from payment for any of the following:

- A. Third party claims filed or reasonable evidence indicating probable filing of such claims;
 - B. Defective work not remedied;
 - C. Failure of the Contractor to make proper payments to any of its Subcontractors or suppliers, including without limitation in response to a stop payment notice;
 - D. Failure of Contractor to comply with any lawful direction concerning the Services;
 - E. Claims and/or penalties which state law assesses against the Contractor for violation of such law;
 - F. Any claim or penalty asserted against SLDMWA by virtue of the Contractor's failure to comply with the provisions of all governing laws, ordinances, regulations, rules, and orders;
- ; or
- G. Any other material breach of the Agreement that would legally entitle SLDMWA to a set-off.

For any disputed payment, SLDMWA shall provide written notice describing its dispute to the Contractor.

- 13. CONTRACT CLOSEOUT AND FINAL PAYMENT: When the Contractor determines that all of its Services are complete, the Contractor shall submit to SLDMWA a certificate of completion and an application for payment, accompanied by any submittals required in the Contract Documents including schematics and wiring diagrams. Upon receipt of the Contractor's payment application, SLDMWA shall review the submittals required and verify that all of the Services are complete. Upon such verification, SLDMWA will process the payment application. The payment of undisputed sums due, excluding any sums withheld for stop payment notices, shall be made within thirty (30) days of SLDMWA's receipt of the payment application.
- 14. CLAIMS: The Parties hereby elect to make all Claims subject to the requirements of Public Contract Code sections 20104 *et seq.* and 9204. A summary of those provisions is set forth in in Section 9.07 of the General Conditions. To the extent that the summary therein is inconsistent with the statutes, the statutes control.
- 15. Intentionally omitted.
- 16. TERMINATION: SLDMWA may, at any time and for any reason, terminate, in whole or in part, this Agreement for SLDMWA's convenience. Termination shall be by written notice to Contractor. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue Contractor's work. Upon such termination, Contractor shall be entitled to payment of: a) Contractor's direct, actual cost of the Services incurred prior to receipt of termination notice, not to exceed the Contract Price allocable to that portion of the Services; plus b) an allowance of ten percent (10%) of those costs for Contractor's overhead and profit.

SLDMWA also may terminate this contract for cause if a) Contractor is insolvent or has made a general assignment for the benefit of creditors or b) Contractor or any subcontractor materially breaches this Agreement. Termination shall be by written notice to Contractor, after ten (10) days' written notice of and opportunity to cure any material breach. In the event of such termination, SLDMWA may, without liability, take possession of and utilize in completing the Services, Contractor's materials that are necessary for completion. In the event of a termination for cause, Contractor shall not be entitled to receive payment until the Services are finished. At that time, Contractor shall be entitled to payment of the Contract Price, less the cost to secure a replacement contractor and complete the Services, *except that* Contractor shall not be entitled to be paid more than it would be entitled to be paid under a termination for convenience.

If this Contract is terminated for cause and if it is later determined that SLDMWA was not entitled to terminate for cause, such termination automatically shall be converted to and treated as a termination for convenience.

17. INDEMNITY: Contractor shall defend with counsel reasonably acceptable to SLDMWA, indemnify, and save harmless SLDMWA and any of its officers, agents, employees, and other contractors from and against any and all losses, claims, demands, damages, costs, expenses, reasonable attorney's fees, or liability arising out of or in any way connected with Contractor's performance of the Services or with this Agreement, arising from (i) personal injury or damage to tangible property to the extent caused the negligence or willful misconduct of Contractor or its subcontractor; or (ii) any allegation that the Contractor or any subcontractor was required to be licensed or registered by the Contractors State License Board or the DIR and was not appropriately licenses or registered, on the part of the Contractor or any of its agents, employees, or subcontractors. In the event of joint or concurrent negligence each party shall only be liable to the extent of its own negligence as determined by a court of competent jurisdiction. Contractor has no obligation to indemnify SLDMWA in contravention of Section 2782 of the Civil Code for the active or sole negligence or willful misconduct of SLDMWA. The defense and indemnification requirements extend to claims occurring after this Agreement is terminated or the Services are completed.
18. LIMITATION OF LIABILITY: NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN OR IN ANY CONTRACT DOCUMENTS, EXCEPT FOR CONTRACTOR'S INDEMNIFICATION OBLIGATIONS RELATING TO CLAIMS FOR BODILY INJURY OR DEATH OF ANY PERSON OR DAMAGE TO THIRD PARTY TANGIBLE PROPERTY, A PARTY'S LIABILITY SHALL NOT EXCEED THE VALUE OF THE SPECIFIC GOODS OR SERVICES WHICH GIVES RISE TO THE CLAIM. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, LIQUIDATED, PUNITIVE, OR CONSEQUENTIAL DAMAGES.

19. EXECUTION OF CONTRACT: IN WITNESS WHEREOF, this agreement has been duly executed by the above named parties, on the day and year first above written.

REXEL USA, INC.:

(California Corporations: must be signed by company's CEO, President, or 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 Authority:**

Date

Pablo R. Arroyave
SLDMWA Chief Operating Officer

PERFORMANCE BOND
(To be Submitted with Construction Agreement)

BOND NO.: _____

PREMIUM: _____

San Luis & Delta-Mendota Water Authority

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the SAN LUIS & DELTA-MENDOTA WATER AUTHORITY (hereinafter referred to as "SLDMWA") has awarded to _____
_____ (hereinafter designated as the "Principal") a contract for _____
_____ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by Principal is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, said Principal is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, the undersigned Principal and

_____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the SLDMWA in the sum of _____ DOLLARS, (\$ _____), said sum being not less than one hundred percent (100%) of the total amount of the Agreement, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if said Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the SLDMWA, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorneys' fees, incurred by SLDMWA in enforcing such obligation.

The obligations of Surety hereunder shall continue so long as any obligation of Principal remains. Nothing herein shall limit the SLDMWA's rights or Principal's or Surety's obligations under the Agreement, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Principal shall be, and is declared by the SLDMWA to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the SLDMWA's option:

(1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

(2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a contract between such bidder, the Surety and the SLDMWA, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Principal by the SLDMWA under the Agreement and any modification thereto, less any amount previously paid by the SLDMWA to Principal and any other set offs pursuant to the Contract Documents.

(3) Permit the SLDMWA to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Principal by the SLDMWA under the Agreement and any modification thereto, less any amount previously paid by the SLDMWA to Principal and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the SLDMWA may reject any design-builder, contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by Principal. Surety shall not utilize Principal in completing the Project nor shall Surety accept a bid from Principal for completion of the Project if the SLDMWA, when declaring Principal in default, notifies Surety of the SLDMWA's objection to Principal's further participation in the completion of the Project.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed there under shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__, then names and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to the authority of its governing body.

Principal: _____

By: _____

Surety: _____

Address: _____

Telephone: _____

Attorney in Fact: _____

(Bond Continues on Next Page)

(Attach Attorney-In-Fact Certificate, Corporate Seal and Surety Seal. This bond must be accompanied by a current Power of Attorney Appointing the Attorney-in-Fact)

NOTICE:

A CERTIFICATE OF ACKNOWLEDGMENT IN ACCORDANCE WITH THE PROVISIONS OF CIVIL CODE SECTION 1189 MUST BE ATTACHED FOR EACH PERSON EXECUTING THIS AGREEMENT ON BEHALF OF PRINCIPAL AND SURETY.

PAYMENT BOND
(To be Submitted with Construction Agreement)

BOND NO.: _____

PREMIUM: _____

San Luis & Delta-Mendota Water Authority

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the SAN LUIS & DELTA-MENDOTA WATER AUTHORITY (hereinafter referred to as "SLDMWA") has awarded to _____
(hereinafter designated as "Principal") an agreement for _____
_____ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by Principal is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as the "Agreement"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said Agreement providing that if Principal or any of its subcontractors shall fail to pay for any materials, provisions, or other supplies, or terms used in, upon, for or about the performance of the Services contracted to be done, or for any work or labor done thereon of any kind the Surety on this bond will pay the same together with a reasonable attorney's fee in case suit is brought on the bond.

NOW, THEREFORE, we, the undersigned Principal and

_____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the SLDMWA in the sum of _____ DOLLARS, (\$ _____), said sum being not less than one hundred percent (100%) of the total amount of the Agreement, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal, its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies or machinery used in, upon, for or about the performance of the Services contracted to be done, or for work or labor thereon of any kind, or fail to pay any of the persons named in California Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Principal and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, and all other applicable laws of the State of California and rules and regulations of its agencies, then said Surety will pay the same in or to an amount not exceeding the sum specified herein. In case legal action is required to enforce the provisions of this bond, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to court costs, necessary disbursements and other consequential damages. In addition to the provisions hereinabove, it is agreed that this bond will inure to the benefit of any and all persons, companies and corporations entitled to make claims under Section 9100 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or additions to the terms of the said Agreement or to the work to be performed thereunder or the specification accompanying the same shall in any way affect its obligations on this bond, and it does hereby

waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or to the specifications.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__, then names and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to the authority of its governing body.

Principal: _____

By: _____

Surety: _____

Address: _____

Telephone: _____

Attorney in Fact: _____

(Attach Attorney-In-Fact Certificate, Corporate Seal and Surety Seal. This bond must be accompanied by a current Power of Attorney Appointing the Attorney-in-Fact)

NOTICE:

A CERTIFICATE OF ACKNOWLEDGMENT IN ACCORDANCE WITH THE PROVISIONS OF CIVIL CODE SECTION 1189 MUST BE ATTACHED FOR EACH PERSON EXECUTING THIS AGREEMENT ON BEHALF OF PRINCIPAL AND SURETY.

EXHIBIT A

Response to Request for Proposal

REXEL SANTA CLARA SLDMWA TURNKEY REPLACEMENT MV AmpGard Replacement Phase #2 Pumps #1 and #2

Eaton Proposal Number **SFK5-250409-01-KJS-R2 (Revised July 24, 2025)**



Presented By: Rexel USA and Eaton Corporation
Electrical Engineering Services & Systems

Contacts:

Eaton Corporation

Electrical Engineering Service & Systems

Service Sales Representative:

Kyle Starr (SFK5)

Phone: 210-952-7730

Email: kylestarr@eaton.com

Rexel USA

Account Manager

Steven Pedroza

Phone: 669-236-7490

Email:

Steven.Pedroza@RexelUSA.com

Table of Contents

| | |
|---|----------|
| Table of Contents | 2 |
| 1. Project Summary..... | 3 |
| 2. Equipment Bill of Material..... | 3 |
| 3. Scope of Work | 3 |
| 4. Completion | 3 |
| 5. Pricing..... | 5 |
| 6. Order Entry | 5 |
| 7. Payment..... | 5 |
| 8. Qualifications / Clarifications..... | 6 |
| 9. Testing Clarifications | 6 |
| 10. Safety Training of Eaton Field Personnel:..... | 7 |
| 11. Safety Arc-Flash Provisional Statement..... | 7 |
| 12. Division of Responsibility | 7 |
| 12.1 Eaton Responsibilities | 7 |
| 12.2 Customer Will Be Responsible for the Following:..... | 7 |
| 13. Proprietary and Confidential Information | 8 |
| 14. Terms and Conditions | 7 |

Project Summary

Eaton Services is proposing a Turnkey Replacement Proposal, comprised of two phases for the replacement of the (2) MV AmpGard Motor Starter for Pumps #1 and #2 per **GO# MSR0004724-006**, located [DMC and CA Intertie Plant at 17601 W. Grant Line Road, Tracy, CA.](#)

Scope of Work

Phase #2: Turnkey Removal and Replacement of (2) MV AmpGard Motor Starters for Pumps #1 and #2

Eaton Engineering Services will perform as the General Contractor, responsible for the overall "Turnkey Removal and Replacement Project" for the customer furnished/procured EATON MV AmpGard motor starter(s).

Eaton subcontractor, Contra Costa Electric will perform as the Electrical Contractor performing under the supervision of the Eaton Project Manager the following scopes of work:

- Furnish the crane and rigging equipment services necessary to perform the removal and disposal of the existing failed motor starters.
- Furnish the crane and rigging equipment services necessary to perform the lifting and landing of the new motor starter structure onto the existing concrete pad. EC to secure/fasten the motor structure to its pad/foundation.

The scope of work included in our proposal is as follows:

Per Drawings: Motor Starter Drwgs - MSR0004724

- a. 214-D-25204 DCI Discharge Butterfly Valve Unit 1 Control schematic diagram 2003-10-24
- b. 2412042 IOP top wiring 2023-06-08
- c. 2412043 IOP bottom wiring CONST 2023-12-26
- d. ASMV0TK9S01 DCI Bus B DU-1 control schematic 2012-10-16
- e. ASMV0TK9S01 DCI Bus B DU-1 control schematic 2012-10-16
- f. ASMV0TK9S03 DCI Bus B DU-2 control schematic 2012-10-16
- g. ASMV0TK9S04 DCI Bus B DU-2 control schematic 2012-10-16
- h. AWMV0TK9S02 DCI Bus B DU-1 control wiring 2022-04-26
- i. AWMV0TK9S05 DCI Bus B DU-2 control wiring 2022-04-26

Pump-2, 3B & 3D Gear

- j. Demo, removal, disposal of Pump-2 3B & 3D Gear
- k. Unloading, rigging, placement and install of Pump-2 3B & 3D Gear
- l. Disconnect/Reconnect of Pump 2 HV Motor Feeds, (No new wire accounted for)

- m. Disconnect/Reconnect of Pump 2 HV Capacitor Feed, (No new wire accounted for)
- n. Disconnect/Reconnect/Loop Check of Pump 2 RTD's (12 triads), (No new wire accounted for)
- o. Disconnect/Megger/Reconnect/ of Pump 2 CTB to DV1 (12 wires), (No new wire accounted for)
- p. Disconnect/Megger/Reconnect of Pump 2 CTB to TBD (10 wires), (No new wire accounted for)
- q. Disconnect/Megger/Reconnect of Pump 2 CTB to TBE (8 wires), (No new wire accounted for)
- r. Disconnect/Megger/Reconnect of Pump 2 CTB to ACP (2 Wires), (No new wire accounted for)
- s. Disconnect/Megger/Reconnect of Pump 2 CTB to Power (2 wires), (No new wire accounted for)
- t. Disconnect/Megger/Reconnect of Pump 2 CTB to Unknown (10 wires), (No new wire accounted for)

Pump-1, 4B & 4D Gear

- a. Procure and Install Pump 1 Temp Conduit Support for Scada Conduit/Wire.
- b. Demo, removal, disposal of Pump 1 4B & 4D Gear
- c. Unloading, rigging, placement and install of Pump 1 4B & 4D Gear
- d. Disconnect/Demo Pump Unit 1 HV Motor Feeds
- e. Disconnect/Demo Pump Unit 1 HV Capacitor Feed
- f. Disconnect/Demo Pump Unit 1 RTD's (12 triads)
- g. Disconnect/Demo Pump 1 CTB to DV1 (12 wires)
- h. Disconnect/Demo Pump 1 CTB to TBD (10 wires)
- i. Disconnect/Demo Pump 1 CTB to TBE (8 wires)
- j. Disconnect/Demo Pump 1 CTB to ACP (2 Wires)
- k. Disconnect/Demo Pump 1 CTB to Power (2 wires)
- l. Disconnect/Demo Pump 1 CTB to Unknown (10 wires)
- m. Procure/Install/Hi Pot Pump Unit 1 HV Motor Feeds
- n. Procure/Install/Hi Pot Pump Unit 1 HV Capacitor Feed
- o. Procure/Install/Loop Check Pump Unit 1 RTD's (12 triads)
- p. Procure/Install/Megger Pump 1 CTB to DV1 (12 wires)
- q. Procure/Install/Megger Disconnect/Demo Pump 1 CTB to TBD (10 wires)
- r. Procure/Install/Megger Disconnect/Demo Pump 1 CTB to TBE (8 wires)
- s. Procure/Install/Megger Disconnect/Demo Pump 1 CTB to ACP (2 Wires)
- t. Procure/Install/Megger Disconnect/Demo Pump 1 CTB to Power (2 wires)
- u. Procure/Install/Megger Disconnect/Demo Pump 1 CTB to Unknown (10 wires)

Site Acceptance Testing – Start-Up and Commissioning of the MV Motor Starters

Field Labor Services (2) each FSR Personnel Onsite for (1) week to perform in accordance with Eaton Guidelines for Site Acceptance Testing - Start Up and Commissioning including wiring inter- connections of both MV Starters (Pump #1 and #2). Upon completion of the project, Eaton will furnish a comprehensive engineering report including findings, test data and recommendations.

5 Equipment Bill of Material

See attached Appendix A for Customer Furnished Materials.

6 Pricing

Pricing for the scope of work described above is as follows:

| Item | Phase #2 Installation Removal - Replacement of (2) MV AmpGard Motor Starters for Pumps #1 - #2 | Distributor (NET) |
|------------------|--|----------------------|
| 001 | Installation and Commissioning of 1 Structure (2) Ampgard Medium Voltage Motor Control, 4160V, 60Hz, 1200Amps, per GO#MSR0004724-006 | \$466,439.53 |
| Total Net Price: | | \$466,439.53 |

Price for the above scope of work is based on performing site work on a weekday-day turn. If the work cannot be performed during regular working hours (6am-5pm) or must be performed on weekends or holidays, you must contact us to adjust the price accordingly. Pricing is only valid for 30 days from the issue date of this proposal.

7 Delivery

Schedule: The scheduling of work is mutually agreed by the customer and Eaton to begin **November 17, 2025**, upon receipt of finalized contract and Purchase Order by **August 5, 2025**.

8 Order Entry

Please email an electronic copy of the purchase order to Steven.Pedroza@RexelUSA.com. To ensure proper order processing, please include the following information in the PO:

- Addressed to: Rexel USA, Inc.
540 Martin Avenue
Santa Clara, CA 95050

Reference in the PO, **Rexel/Eaton proposal number SFK5-250409-01-KJS-R2**

- The ship-to address and site contact name, number and email
- The bill-to address and purchasing contact information

9 Payment

Payment terms are net 30-days and an initial payment upon receipt of purchase order may be requested. Progress payments will be required and will be based upon the following schedule:

10% payment with receipt of valid purchase order and signed contract
30% payment upon delivery of submittal drawings.
15% payment upon shipment of equipment
35% payment upon completion of installation of new equipment
10% upon completion of site acceptance tests and commissioning and approval by customer of final as built drawings submitted by Eaton.

10 Qualifications / Clarifications

- All work to be completed at straight time, Monday through Friday except for scheduled outages as defined in our proposal.
- Eaton has included ZERO minutes of safety training for the first workday.
- 3rd party UL inspection not included. Requirements for UL listed components are the responsibility of the end user.
- No time/labor included for site specific training meetings/classes/videos. If required, additional charges will apply and will be estimated on a T&M basis, billed separately from this proposal.
- Any significant delays due to adverse weather will result in additional charges, on a T&M basis.
- If straight time work is required to be performed on an overtime basis, Customer will be billed the difference between the straight time and overtime rate.
- Stand-by power needs, if deemed necessary, are not included.
- Applicable fees for outage related costs, including stand-by and re-connect services, are not included and will be billed as accrued on a T&M basis.
- Method of procedure (MOP) development or meeting time not outlined in the scope of work will be treated as an extra.
- Delays beyond the control of Eaton, extras and authorized additional work will be charged in accordance with the Eaton's Electrical Engineering Services & Systems the Current Price List PL02700001E.
- Job cancellation/reschedules/delay charges:
 - If a job is cancelled, delayed, rescheduled, or postponed 5 days or less prior to scheduled service, Eaton reserves the right to assess a charge of 35% of the purchase order value or actual costs, plus a 15% handling charge (whichever is greater)
- Waste Management:
 - Proposal includes disposal of existing damaged switchgear lineup and debris that is brought onto the construction site by Eaton and sub-contractors only. Disposal of materials not created by Eaton or subcontractor onsite will be the responsibility of others.
- Excavated soils are assumed to be non-contaminated and will be left onsite and smoothed flat
 - It is the responsibility of Customer to hire a local environmental engineering firm to perform any site-specific hazardous material testing
 - Handling or remediation of contaminated or hazardous materials or associated soil/air monitoring is not included with Eaton's scope of work.

11 Testing Clarifications

- All testing will be performed by Eaton's Electrical Engineering Services & Systems (EESS) per Eaton's standard testing guidelines unless otherwise specified.
- NETA testing is specified and will be provided by Eaton. Eaton field personnel are certified to test per NETA standards by the National Institute for Certification in Engineering Technologies (NICET) Electrical Power Certification Program. This program provides an independent verification of the capabilities, knowledge and experience of our field personnel for electrical testing.
- Testing will be completed on the specific electrical equipment, whereas, if not clearly identified, circuit breakers below 200 amperes and transformers below 75kVA are not tested.
- All test results will be evaluated in accordance with manufacturer's published data.
- No "Optional" NETA tests are included.
- Customer to provide trip unit settings and/or relay logic configuration files for protective devices. Note: Eaton can provide an adder for the required power system studies and

input/output logic. Customer to furnish SEL-710-5 Motor Protection Relay to be installed by Eaton Service.

- The isolation of cables for testing will be completed by opening the line and load devices only. No unbolting of cables for isolation has been included.
- Testing of panelboards has not been included; they will have a thermographic inspection performed only.
- Unless noted, site acceptance testing services include breakers 200A and larger and transformers 75kVA and larger only.

12 Safety Training of Eaton Field Personnel:

- All Eaton field personnel received training to comply with OSHA CFR1910 Electrical Safety Standard, which sets minimum safety rules and practices for the design, operation, and maintenance of high-voltage systems (over 600 volts). Safety standards are in place to meet or exceed NFPA 70E requirements, and appropriate Personal Protective Equipment (PPE) have been issued.
- The customer is responsible to ensure that any supporting plant personnel have also be fully trained in electrical safety and provided with the appropriate personnel protective equipment.

13 Safety Arc-Flash Provisional Statement:

The customer supplied Arc-Flash study along with their labeled equipment to meet NFPA requirements will be used to determine the Personal Protective Equipment (PPE) required to perform the work required for this proposal. When a current study and labeling is not available, the time required to determine the proper PPE will be at the current rate per hour, unless included within the Eaton scope of work. Eaton will not perform work activities in situations where the proper level of PPE is not practical. At no time will work be performed when the arc-flash exposure levels are above 40 cal/cm². **The site will be on generator only. In addition to the CFM, Arc Flash Study, an electrical hazard assessment will also be used.**

14 Division of Responsibility

a. Eaton Responsibilities:

1. Eaton will provide you with a minimum notice of 72 hours of intent to service any equipment.
2. Eaton shall furnish test engineers, field technicians, support personnel, tools, equipment, materials, supplies and transportation as required.
3. Eaton will provide and install test grounds(*SLDMWA is in charge of all safety locks and safety grounds, except for test grounds*), Eaton will request from SLDMWA additional safety locks and safety grounds, as necessary.
4. as required, and in accordance with the facility safety guidelines. Eaton will review and accept the Clearance limits, locks, and grounds
5. Eaton will perform voltage test and install necessary circuit / equipment safety grounds to assure safe working conditions
6. Upon completion of work:
7. Eaton will remove safety grounds installed by Eaton
8. Eaton will remove safety locks installed by Eaton.

b. Customer Will Be Responsible for the Following:

Providing free access to equipment within their facility.

1. Ensuring that all equipment is available upon arrival of Eaton personnel, including removal from service to permit continuous progression of work. Delay time in making equipment available will be treated as an extra.
2. Identifying site contact for this project.
3. Providing electricians to remove equipment covers and re-install the same when required.
4. Coordinating all outages and perform all switching to de-energize and isolate equipment to be serviced.
5. Ensuring that all circuits to be de-energized have been clearly identified and that all plant personnel and downstream operations are aware of the required outage date, time and duration. This includes maintaining power to vital or necessary plant equipment and processes during the performance of this scope of work.
6. Providing a copy of the past maintenance records to Eaton personnel.
7. Providing manufacturers maintenance manuals upon arrival of Field Engineer/s.
8. Supplying a complete set of electrical plans, including the plant single-line diagram, specifications, and any pertinent change orders to Eaton before commencement of work.
9. Supply a suitable and stable source of power for operation of test and motorized equipment at each test site when normal power is removed or authorize Eaton to obtain a source of auxiliary power, Eaton shall specify requirements. Any non-standard generators rentals will result in a price adder to this proposal.
10. Providing a place to receive and unload replacement equipment, test equipment or other supplies.
11. Providing special tools supplied by equipment manufacturers.

15 Proprietary and Confidential Information

This submittal contains Eaton proprietary and confidential information, which may only be used by SLDMWA to evaluate and respond to this submittal. By accepting this submittal from Eaton, SLDMWA agrees to not use this submittal, or any information contained herein, in any manner adverse to Eaton's interests; to keep in confidence the submittal and all information contained; and to not disclose to any third party or publish this submittal, any portion thereof, or any information contained herein without Eaton's prior written consent.

16 Terms and Conditions

Any order arising out of this offer will be governed by the conditions contained in Eaton Selling Policy 25-000 effective September 1, 2021 or other mutually agreed upon terms and conditions by both parties, in writing. Taxes, if applicable, are not included. This offer is valid for 30 days unless otherwise extended, modified or withdrawn, in writing, by Eaton. Payments are due and payable net within thirty (30) days from the date of each invoice. A 3% surcharge will be added to all credit card transactions except where prohibited. Third party billing will be subject to an additional 15% fee

Sincerely,

Kyle Starr

Lead Service Sales Engineer
EATON CORPORATION
Electrical Services and Systems Division
5735 Suite #100 W. Las Positas Blvd.
Pleasanton, CA. 94588
KyleStarr@eaton.com
Mobile: (210) 952-7730
after hours emergency [\(800\) 498-2678](tel:8004982678)



Powering Business Worldwide



Eaton's Electrical Engineering Services & Systems

List rates (rates are per hour, USD) ^{AB}

| Service classifications | Straight | Overtime | Premium |
|--------------------------------------|----------|----------|---------|
| In-shop technician | \$250 | \$365 | \$480 |
| Field service technician | \$310 | \$440 | \$580 |
| Field service specialist/engineer | \$310 | \$545 | \$720 |
| Remote service specialist | \$410 | \$540 | \$720 |
| Power automation specialist | \$480 | \$710 | \$940 |
| Power systems engineer | \$480 | \$710 | \$940 |
| Special consultant/forensic analysis | \$590 | \$870 | \$1,160 |
| CAD technician | \$220 | \$320 | \$420 |
| Project coordinator | \$280 | \$410 | \$530 |
| Construction manager | \$410 | \$600 | \$800 |
| Design engineer | \$410 | \$600 | \$800 |
| Scheduler | \$410 | \$600 | \$800 |
| Project manager | \$480 | \$705 | \$940 |
| Project/principal engineer | \$480 | \$705 | \$940 |
| Safety specialist | \$480 | \$705 | \$940 |
| Quality specialist | \$480 | \$705 | \$940 |
| Excitation specialist | \$570 | \$845 | \$1,120 |

^A Cost savings can result from flexibility in scheduling of field personnel, scopes of work that can be completed simultaneously, or other site specific factors. Please contact your local EESS District Operating Center (DOC) for potential cost savings.

^B Firm fixed pricing can be provided based on a specified scope of work and a site visit by EESS, if required.

Note: Additional expenses may apply.

Service rates, USA

Eaton's Electrical Engineering Services & Systems (EESS) division provides energy and power solutions to help our customers' power distribution and control equipment operate more efficiently, effectively, safely and sustainably. Field services include switchgear modernization, maintenance, emergency response, startup and commissioning, acceptance testing, troubleshooting and repair, regardless of manufacturer.

Minimum billing

Technicians and field service specialists are billed at a 4-hour minimum for travel and services performed in 1–4 hours. For travel and services performed in 5–8 hours, the minimum is 8 hours. All other service classes are an 8-hour minimum.

Firm fixed price

Options for pricing a contract on a firm fixed basis are available.

Service classifications

The following are examples of work performed by classification (including, but not limited to):

- **In-shop technician:** Routine work (e.g., breaker reconditioning) performed on Eaton premises
- **Field service technician:** Non-complex startup and commissioning, acceptance testing, maintenance and repair
- **Field service specialist/engineer:** Complex startup and commissioning, system troubleshooting, relay setting and testing, customer training, maintenance and repair work; typically requires a higher level of training and experience than technician work
- **Remote service specialist:** Complex system troubleshooting and issue remediation guidance completed remotely using advanced technology and technical information
- **Power automation specialist:** Automation design and system integration
- **Power systems engineer:** Electrical system design, power system studies, arc flash analysis, project management and energy management services
- **Special consultant/forensic analysis:** Large/complex system design and analysis, failure and accident investigations and excitation support
- **CAD technician:** Incorporates sketches and concepts into AutoCAD, supporting the design process for facility layouts and electrical one-line diagram
- **Project coordinator:** Provide product delivery, claims/returns and project information
- **Design engineer:** Engineering and technical support for power systems studies, design, installation, startup, maintenance, repair and training
- **Construction manager:** Manage field operations including material, equipment tracking and subcontractors
- **Scheduler:** Management of customer orders, order entry, change orders and tracking through delivery
- **Project manager:** Project management of engineering, procurement and construction of electrical power system
- **Project/principal engineer:** Project design, development and oversight
- **Safety specialist:** Safety program management
- **Quality specialist:** QA/QC management
- **Excitation specialist:** Excitation system design and integration

Time classifications

- **Straight time:** Monday through Friday, normal business hours up to 8 hours
- **Overtime:** Monday through Friday, 8–12 hours or outside of normal business hours, Saturday up to 8 hours
- **Premium:** Monday through Friday, more than 12 hours, Saturday more than 8 hours, Sundays and holidays

An emergency surcharge of 15% may apply to work not previously scheduled at least 3 working days before commencement.

Other rates

- **Materials:** Costs include a handling charge of 35%
- **Equipment:** Lease or rental rates will be billed as appropriate and necessary
- **Contract labor/authorized service provider:** Will be billed at current local rates, plus a handling charge
- **Technical coordinators:** Will be billed at \$202/hr.
- **Travel:** Travel and living expenses, plus a handling charge of 25%
- **Travel time:** Based on portal-to-portal time for each person, not to exceed 8 hours per day, plus a handling charge
- **Mileage:** For standard-type vehicles, mileage is billed at \$2.65/mile
- **Standby time:** When service personnel are on the job site but are unable to perform services requested due to circumstances beyond EESS control, the customer will be billed at applicable rates
- **Job cancellation/delay charges:** If a job is cancelled, delayed, or postponed 5 days or less prior to scheduled service, EESS reserves the right to assess a charge of 35% of the purchase order value or actual costs, plus a 15% handling charge (whichever is greater)
- **Environmental:** Regulatory compliance fees will be charged where applicable
- **Off-site services:** The off-site labor hours required to perform the requested services will be billed at applicable rates. These hours may include job preparation, project management, design services, report writing, preassembly and other services as appropriate
- **High Cost Areas (HCA):** For work performed in Hawaii, Alaska, Puerto Rico, US Virgin Islands and the metropolitan areas of Los Angeles, CA; San Diego, CA; San Francisco, CA. Detroit, MI; Boston, MA; Chicago, IL; New York, NY; Seattle, WA; Philadelphia, PA, add 15% to each applicable rate classification
- **Deposition and court time:** Billed at the current special consultant/forensic analysis premium rate

EESS reserves the right to partial invoice based on progressive work scope and material delivery.

For contractual information, please refer to Eaton's standard Selling Policy 25-000.

For services performed in Canada, please refer to our Canadian Price List—Publication No. PL02700002K. For other regions, contact your local service manager for a quotation, or refer to our International Price List—Publication No. PL02700001Z.

We are the only factory-authorized service provider for Westinghouse, T Cutler-HammerE series, Cooper PowerE series, Bussmann series, Crouse-HindsE series and Eaton power distribution and control equipment.

For 24-hour emergency service, call 800-498-2678.

For further information on Eaton's electrical service offerings and locations, please visit Eaton.com/service.

Eaton
1000 Eaton Boulevard
Cleveland, OH 44122
United States
Eaton.com

© 2023 Eaton
All Rights Reserved
Printed in USA
Publication No. PL02700001E / Z28200
November 2023



Eaton is a registered trademark.

All other trademarks are property of their respective owners.

Follow us on social media to get the latest product and support information.



APPENDIX - A

Detail Bill of Material

Project Name: SLD MVA MV STARTERS
2024

Negotiation No: SFK3-240910-01-EP

General Order No:

Alternate No: 0000

| Item No. | Qty | Product | Description |
|----------|-----|------------------------|---|
| | 1 | Medium Voltage Control | Ampgard Medium Voltage Motor Control, NEMA 1A (w/Gasketing), 4160V, 60 Hertz, 1200 Amps Main bus. |

Qty List of Materials

- 2 Character Color/Nameplate Color - White on Black
- 1 Warning Labels in English Only
- 1 System BIL is 60kV
- 2 Control Wire Marker - Sleeve Type
- 2 Control Wire Designation: Wire number only
- 1 Equipment Rated to work at 40C, 3281FT (1000 M)
- 1 Manufacturing Complexity Code A
- 2 Customer Terminals: Ring Tongue
- 2 Replacement of structure 4 for 'MSR0004724-006'. Controls to match ref order
- 2 Custom LV door
- 2 LV controls in upper compartment. MV cell in lower compartment.
- 2 Standard Structure
- 2 NEMA 1A (w/Gasketing)
- 2 PT Bus
- 2 4160V 60Hz 1200A Sleeve Insulated Copper Main Bus, 50ka Bracing
- 2 SilverPlated Copper Bus, Complete Bus
- 2 400A FLA 1-187, FVNR, Bolted Contactor Connection
- 2 Local Start/Stop Push Buttons Control Circuit
- 2 2KVA CPT
- 2 Control Voltage 120VAC
- 2 Clipped Fuse Mountings for 400A Starter
- 2 Main Contactor Drop Out Time 130ms
- 2 Load Cable Entry Bottom
- 2 Starter Isolation Switch
- 2 Current Limiting Power Fuses
- 2 Current Transformers
- 2 Main Contactor Roll-In/Roll-Out
- 2 Low Voltage Control Compartment
- 2 Set of Control Circuit Terminal Blocks
- 2 Interposing Relay 3NO 1NC
- 2 6 Pole CT Shorting Terminal Block (has GFCT terminals)
- 8 Lug Set: Crimp Type 2 Hole (#4 AWG)
- 2 Other (2) Position Selector Switch
- 2 30mm (10250T) Red Run/Close Indicating Light, PTT LED
- 2 30mm (10250T) Green Off/Open Indicating Light, PTT LED
- 2 30mm (10250T) Blue Indicating Light, PTT LED
- 2 30mm (10250T) Red Indicating Light, PTT LED
- 2 30mm (10250T) Green Indicating Light, PTT LED
- 4 30mm (10250T) Amber Indicating Light, PTT LED
- 2 30mm (10250T) White Indicating Light. PTT LED
- 2 30mm (10250T) Blue Indicating Light, PTT LED
- 2 30mm (10250T) Start Pushbutton
- 2 30mm (10250T) Stop, Emergency Pushbutton
- 2 GFCT 50/5
- 2 Timing Relay, Electronic for Starter
- 10 AR 4 Pole Relay for Starter
- 2 2.5" Panel Mount Elapsed Timer Meter (hours), Non-resettable for Starter
- 2 30mm (10250T) Reset Pushbutton
- 2 Panel Mount Operations Counter, 6 Digit, Resettable for Starter
- 2 Lockout Relay (Device 86) Electroschwitch for Starter

Detail Bill of Material

Project Name: SLD MWA MV STARTERS
General Order No:

Negotiation No: SFK3-240910-01-EP
Alternate No: 0000

| Qty | List of Materials |
|-----|---|
| 2 | Mtr. Space heater Disc. Contactor Interlock |
| 2 | Blank Auxiliary Compartment |
| 2 | Special Nameplates |
| 1 | Total Freight Price |

Eaton Selling Policy 25-000 applies.

All orders must be released for manufacture within 90 days of date of order entry. If approval drawings are required, drawings must be returned approved for release within 60 days of mailing. If drawings are not returned accordingly, and/or if shipment is delayed for any reason, the price of the order will increase by 1.0% per month or fraction thereof for the time the shipment is delayed.

Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from the COVID-19 pandemic or any future epidemic, and Buyer shall not be entitled to any damages resulting thereof.

Ampgard Medium Voltage Motor Control General Information

Specification

| | | | |
|------------------------|----------------------------|----------------------------------|---|
| Service Voltage: | 4160 | Enclosure Type: | NEMA 1A (w/Gasketing) |
| Labeling: | UL | Altitude: | -3280.8FT to 6561.7FT (-1000M to 2000M) |
| Fuse Mounting: | Clip-In 400A, Bolt-In 800A | Contactor Electrical Connection: | Bolt-In 400A, Stab-In 800A |
| Symmetrical kA Rating: | 50 | | |

Bus Specification

| | | | |
|-----------------------------|------------------------------|------------------------|---------------------|
| Main Horizontal Bus: | 1200 | Bus Density: | Standard |
| Plating: | Silver Plating, Complete Bus | Insulated: | Yes |
| Ground Bus 1/4" x 2", 600A: | | Ground Bus Plating: | Unplated (Standard) |
| Left Side Coordination: | NG Ampgard | Left Connection Type: | Bolted |
| Right Side Coordination: | None | Right Connection Type: | |
| Breaker Alignment: | No Breaker In Line-up | | |

Global Specifications

| | | | |
|-------------------------------|--------------------|--------------------------|----|
| Seismic Rated (6" Clearance): | No | Steel Bottom: | No |
| Channel Sills: | None | Mimic Bus: | No |
| Back to Back: | No | Aluminum Lead Plates: | No |
| Exterior Paint: | ANSI-61 Light Gray | Interior Paint: | |
| Window In All Starter Doors: | | Window In All LBS Doors: | No |

Miscellaneous Specifications

| | | | |
|-------------------------------|--|-----------------------------|----|
| Nameplate Material: | | | |
| Nameplate Color: | White on Black | | |
| Compartment Interior Markers: | Typed Vinyl Tape (White w/Black Letters) | | |
| Back of Door Markers: | None | | |
| Starter Lift Truck: | No | Breaker/Starter Lift Dolly: | No |
| Breaker Only Dolly: | No | Additional O&M Manuals: | |
| Witness Testing | | Customer Inspection | |

Wiring Options

| | | | |
|---------------------------|----------------------|----------------------|-------------|
| Wire Markers: | Sleeve Type | Wire Terminals: | Ring Tongue |
| Control Wire Gauge: | #14 | Controls Wire Color: | Red |
| CT Wire Gauge: | #12 | CT Wire Color: | Color Coded |
| Ground Wire Color: | Green, Yellow stripe | Conduit: | |
| Spare Contacts Wired Out: | | | |

Space Heater Bus

| | | | |
|---------------------------|------|-------------------------|------|
| Cubicle Space Heater Bus: | None | Motor Space Heater Bus: | None |
|---------------------------|------|-------------------------|------|

Two Wire Bus

| | | | |
|--------------------|----|---------------------|----|
| DC Bus: | No | Communications Bus: | |
| UPS Bus: | | Test Power Bus: | No |
| Control Power Bus: | No | Other Two Wire Bus: | |

Other Buses

| | | | |
|----------------------|-----|-----------------------|--|
| PT Bus: | Yes | Other Three Wire Bus: | |
| Other Four Wire Bus: | | | |

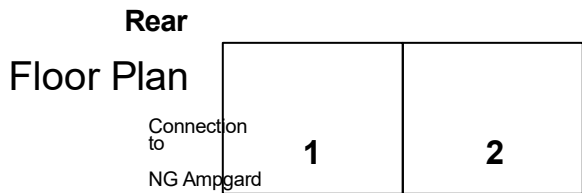
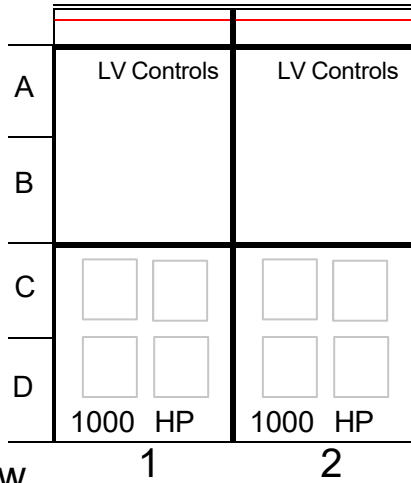
Lugs

| | | | |
|-------------------|-------------------|----------------------|----|
| Main Lugs Type: | None | Line-Up Ground Lugs: | No |
| Load Lugs Type: | Crimp Type 2 Hole | | |
| Ground Lugs Type: | Crimp Type 2 Hole | | |

Lead-Time:

The information on this document is created by Eaton. It is disclosed in confidence and it is only to be used for the purpose in which it is supplied.

| | | | | | |
|---|-------------------|---|--------------------------------|------|-----------------|
| PREPARED BY DYLAN LAVALLEE | DATE 9/10/2024 | Eaton Asheville, NC | | | |
| APPROVED BY | DATE | JOB NAME SLDMWA MV STARTERS | | | |
| VERSION 1.2.3.2 | | DESIGNATION TYPE Ampgard MV Motor Control | DRAWING TYPE Customer Appr. | | |
| NEG-ALT Number SFK3-240910-01-EP ALT: 0000 | REVISION 0 | DWG SIZE A | G.O. | ITEM | SHEET 1 of 5 |



| | | | | | | |
|---------------|-------|-------|--|--|--|--|
| Structure | 1 | 2 | | | | |
| Ship-Inches | | 72 | | | | |
| Ship-MM | | 1828 | | | | |
| Width-Inches | 36.00 | 36.00 | | | | |
| Width-MM | 914 | 914 | | | | |
| Depth-Inches | 30 | 30 | | | | |
| Depth-MM | 762 | 762 | | | | |
| Height-Inches | 92 | 92 | | | | |
| Height-MM | 2336 | 2336 | | | | |
| Weight-Lbs. | 1300 | 1300 | | | | |
| Weight-Kg | 589 | 589 | | | | |

| | | | | | | |
|--|-------------------------------|---------------|----------------------------------|------|--------------------------------|-----------------|
| The information on this document is created by Eaton. It is disclosed in confidence and it is only to be used for the purpose in which it is supplied. | PREPARED BY DYLAN LAVALLEE | | DATE 9/10/2024 | | Eaton Asheville, NC | |
| | APPROVED BY | | DATE | | JOB NAME Quotes 2024 | |
| | VERSION 1.2.3.2 | | TYPE Ampgard MV Motor Control | | DRAWING TYPE Customer Appr. | |
| NEG-ALT Number SFK3-240910-01-EP ALT: 0000 | REVISION 0 | DWG SIZE A | | G.O. | ITEM | SHEET 2 of 5 |

Global Special Modifications

Custom LV door

Special Nameplates

1 Starter

No Composite Match

Catalog Number:

AC364CE

Catalog Number:

S210C4BE

Entered Power Value: 1000

Control Power Transformer: 2 KVA

Mechanical Latch: None

Space Heater Rating: None

Ride Through Circuit: 130ms

Incoming Line Direction:

Cable Size:

Incoming Load Direction:

Cable Size:

Number of Cables:

Number of Cables:

Ground Size:

Ground Size:

Number of Grounds:

Number of Grounds:

Starter Isolation Switch

Current Limiting Power Fuses

Current Transformers

Main Contactor Roll-In/Roll-Out

Low Voltage Control Compartment

Set of Control Circuit Terminal Blocks

Interposing Relay 3NO 1NC

6 Pole CT Shorting Terminal Block (has GFCT terminals)

Other (2) Position Selector Switch

30mm (10250T) Red Run/Close Indicating Light,
PTT LED

30mm (10250T) Green Off/Open Indicating Light,
PTT LED

30mm (10250T) Blue Indicating Light, PTT LED

30mm (10250T) Red Indicating Light, PTT LED

30mm (10250T) Green Indicating Light, PTT LED

30mm (10250T) Amber Indicating Light, PTT LED

30mm (10250T) White Indicating Light. PTT LED

| | | | | | | |
|--|--------------------|---------------|----------------------------------|-------------------------|--------------------------------|-----------------|
| The information on this document is created by Eaton. It is disclosed in confidence and it is only to be used for the purpose in which it is supplied. | PREPARED BY | | DATE | Eaton Asheville, NC | | |
| | DYLAN LAVALLEE | | 9/10/2024 | | | |
| | APPROVED BY | | DATE | JOB NAME Quotes 2024 | | |
| | | | | DESIGNATION | | |
| | VERSION 1.2.3.2 | | TYPE Ampgard MV Motor Control | | DRAWING TYPE Customer Appr. | |
| NEG-ALT Number SFK3-240910-01-EP ALT: 0000 | REVISION 0 | DWG SIZE A | | G.O. | ITEM | SHEET 3 of 5 |

30mm (10250T) Blue Indicating Light, PTT LED
30mm (10250T) Start Pushbutton
30mm (10250T) Stop, Emergency Pushbutton
GFCT 50/5
Timing Relay, Electronic for Starter
AR 4 Pole Relay for Starter
2.5" Panel Mount Elapsed Timer Meter (hours),
Non-resettable for Starter
30mm (10250T) Reset Pushbutton
Panel Mount Operations Counter,6 Digit,
Resettable for Starter
Lockout Relay (Device 86) Electros witch for
Starter

2 Starter

Structure Composite Drawing: No Composite Match

Unit 2B Auxiliary Compartment-Blank Auxiliary
Compartment

Catalog Number: AC364CE

Unit 2D Starter-400A FLA 1-187, FVNR, Bolted Contactor
Connection

Catalog Number: S210C4BE

Power Units: HP

Entered Power Value: 1000

Control Power Transformer: 2 KVA

Mechanical Latch: None

Space Heater Rating: None

Ride Through Circuit: 130ms

Incoming Line Direction:

Cable Size:

Incoming Load Direction:

Cable Size:

Bott

om

#4

AW

G

2

#4

AW

G

2

Number of Cables:

Ground Size:

Number of Cables:

Ground Size:

Number of Grounds:

Number of Grounds:

Starter Isolation Switch

Current Limiting Power Fuses

Current Transformers

Main Contactor Roll-In/Roll-Out

Low Voltage Control Compartment

Set of Control Circuit Terminal Blocks

Interposing Relay 3NO 1NC

6 Pole CT Shorting Terminal Block (has GFCT
terminals)

Other (2) Position Selector Switch

30mm (10250T) Red Run/Close Indicating Light,
PTT LED

30mm (10250T) Green Off/Open Indicating Light,

The information on this document is
created by Eaton. It is disclosed in
confidence and it is only to be used for
the purpose in which it is supplied.

PREPARED BY DATE
DYLAN LAVALLEE 9/10/2024

Eaton Asheville, NC

APPROVED BY DATE JOB NAME
DESIGNATION Quotes 2024

VERSION TYPE DRAWING TYPE
1.2.3.2 Ampgard MV Motor Control Customer Appr.

NEG-ALT Number REVISION DWG SIZE G.O. ITEM SHEET
SFK3-240910-01-EP ALT: 0000 0 A 4 of 5

PTT LED
30mm (10250T) Blue Indicating Light, PTT LED
30mm (10250T) Red Indicating Light, PTT LED
30mm (10250T) Green Indicating Light, PTT LED
30mm (10250T) Amber Indicating Light, PTT LED
30mm (10250T) White Indicating Light. PTT LED
30mm (10250T) Blue Indicating Light, PTT LED
30mm (10250T) Start Pushbutton
30mm (10250T) Stop, Emergency Pushbutton
GFCT 50/5
Timing Relay, Electronic for Starter
AR 4 Pole Relay for Starter
2.5" Panel Mount Elapsed Timer Meter (hours),
Non-resettable for Starter
30mm (10250T) Reset Pushbutton
Panel Mount Operations Counter,6 Digit,
Resettable for Starter
Lockout Relay (Device 86) Electros witch for
Starter

| | | | | | |
|--|-------------------------------|---------------|-------------------|----------------------------------|--------------------------------|
| The information on this document is created by Eaton. It is disclosed in confidence and it is only to be used for the purpose in which it is supplied. | PREPARED BY DYLAN LAVALLEE | | DATE 9/10/2024 | Eaton Asheville, NC | |
| | APPROVED BY | | DATE | JOB NAME Quotes 2024 | |
| | VERSION 1.2.3.2 | | DESIGNATION | TYPE Ampgard MV Motor Control | DRAWING TYPE Customer Appr. |
| | REVISION 0 | DWG SIZE A | G.O. | ITEM | SHEET 5 of 5 |
| NEG-ALT Number SFK3-240910-01-EP ALT: 0000 | | | | | |

APPENDIX - B



Eaton Corporation
221 Heywood Road
Arden, NC 28704

Medium Voltage Starters

Witness Test Procedure.

The following Procedure provides Eaton's "Witness Test Standards" for performing factory witness test.

These guidelines do not cover all details, variations, or combinations of the equipment, its installation, checkout, and safe operation. Care will be exercised to comply with local, state, and national regulations, as well as safety practices for this class of equipment.

All switchgear will be operated and tested by qualified Eaton personnel as defined by OSHA 29CFR1910 subpart 5 and NFPA 70E.



**ALL OPERATIONS INVOLVING TEST EQUIPMENT OR EQUIPMENT
ENERGIZATION WILL BE CONDUCTED BY CUTLER-HAMMER ON SITE
PERSONNEL.**

For a complete list of Instruction Leaflets (IL's) and Instruction Bulletins (IB's), access the Eaton website at <http://www.eaton.com/>.



Supplied Materials

- ☐ PDF of drawings
- ☐ Agenda
- ☐ Teleconference Details

Prior to Testing

- 1) Review:
- ☐ Construction drawings associated with the equipment being tested
 - ☐ Site safety rules and emergency procedures

Inspection and Test Procedures

A FINAL REVIEW OF COMMENTS/DEFICIENCIES WILL BE CONDUCTED AT CONCLUSION OF TESTING.

1) Visual:

- ☐ The device nameplate information is identical with the switchgear drawings
- ☐ Check starters, fuses and capacitors to ensure they have the proper ampere, voltage and interrupting rating
- ☐ Verify all high voltage labels, UL labels and ANSI require labels are visible
- ☐ Auxiliary devices such as protective devices, meters, control switches are installed and wired
- ☐ Confirm all VT and CT ratios properly correspond to drawings
- ☐ Confirm primary and secondary fuse ratings match drawings
- ☐ Verify meter scaling and type match drawings
- ☐ Verify Cubicle Heaters and Thermostat installed (if applicable)
- ☐ Verify correct cable entry positions i.e. top entry/bottom entry
- ☐ Verify correct cable lugs (if required)

2) Mechanical:

Verify Interlocks

- ☐ Ensure Handle in a closed position prevents opening of medium voltage door
- ☐ Check proper operation of detent with medium voltage door open
- ☐ With contactor closed ensure isolation switch cannot be operated

Verify Contactor/Breaker

- ☐ Check primary disconnects, insulators and inter-phase barriers
- ☐ Check isolation switch linkage and shutters

Verify Mechanical Contactor/Breaker Operation

- ☐ Open and close each isolation switch and verify shutter operation is correct and complete
- ☐ Open and close each Potential Transformer door(s) check for interferences (if applicable) and confirm door interlock prevents opening of the door when the Handle is in the closed position

3) Electrical:

The protective relay, metering, and control settings must be supplied by the customers' engineer or from a Power System Study performed prior to commissioning.

Apply Control Power to the Starter

Verify Electrical Starter Operation

- ☐ Open and close each starter/breaker electrically
- ☐ Open and close each starter/breaker from remote terminals (if applicable)
- ☐ Close starter/breaker, trip starter utilizing protective relay (if applicable)

- ☐ Verify all indicating lights and push buttons operate properly

Verify Metering

- ☐ Functionally test metering devices by energizing circuits to rated values

4) Customer Comments

- ☐ Complete 'QA Form 113 Customer Witness Test' and submit to appropriate product line representative

5) Revisions

2. Updated and submitted for approval
 3. Updated grammar, added additional checks, and corrected spelling error
 4. Updated for virtual operation
-

Solid-State Reduced Voltage Starter Medium Voltage

Medium Voltage Solid-State Reduced Voltage Starters, covered by this guideline, are comprised of Eaton Corporation type MV4S medium voltage Solid-State Reduced Voltage Starters. Other manufacturers of similar type are covered by this guideline as well.

Eaton Corporation has identified that warranty-related costs may be associated with improper site testing by groups which are not factory trained. Eaton Corporation offers a Standard 2-Year Warranty on Eaton Corporation products, when all engineering studies and site acceptance testing is completed by Eaton's Electrical Engineering Services & Systems (EESS).

The following guideline provides EESS "Accepted Standards" for performing site testing services as recommended by the manufacturer. These guidelines do not cover all details, variations, or combinations of the equipment, its installation, checkout, and safe operation. Care must be exercised to comply with local, state, and national regulations, as well as safety practices for this class of equipment.

Consult specific instruction manuals and drawings for detailed installation and operating procedures. Medium Voltage Solid-State Reduced Voltage Starters should be installed, operated, and maintained by qualified personnel as defined by OSHA.

DO NOT ATTEMPT TO INSTALL OR WORK ON EQUIPMENT WHILE IT IS ENERGIZED



Always verify that no voltage is present before proceeding with testing. Assume all circuits are energized. Confirm primary sources of power are disconnected, tagged, and locked out. Always follow all local, state, and national regulations including OSHA requirements and generally accepted safety procedures.

For a complete list of Instruction Leaflets (IL's) and Instruction Bulletins (IB's), access the Eaton Corporation website at www.eaton.com/electrical.

PART 1 SITE ACCEPTANCE TESTING

1.01 MECHANICAL AND VISUAL INSPECTION

- A. Examine the solid-state reduced voltage starter installation
 - 1. Shipped loose and shipped short components
 - 2. Shipping damage
 - 3. Loose or obviously damaged components
 - 4. Proper identification
 - 5. Physical damage from installation
- B. Inspect:
 - 1. Mounting of the assembly
 - 2. Inspect grounding connections
 - 3. Insulators for evidence of physical damage or contaminated surfaces.
 - 4. Wiring for damaged insulation, broken leads, proper crimping, and overall general condition
- C. Review the solid-state reduced voltage starter sizing with the motor sizing and application requirements.
- D. Review automation system to be used (as applicable) with solid-state reduced voltage starter
- E. Perform safety inspection of the solid-state reduced voltage starter installation and its associated equipment.
 - 1. Tag and lock out all power sources to the solid-state reduced voltage starter according to the end users and commissioners policies until the commissioner is prepared to energize the solid-state reduced voltage starter.
 - 2. Perform a walk around of the application and equipment to determine level of preparedness for operation.
 - 3. Test all safety interlock operation
 - 4. Survey the installation environment to ensure it is safe and is within Eaton solid-state reduced voltage starter ambient specifications (<40 Degrees C) for operation.
 - 5. Establish whether solid-state reduced voltage starter testing will be performed with or without its load attached.
 - 6. Have end user representative prepare equipment if necessary for integrated testing.
- F. Review solid-state reduced voltage starter installation and its connected load for proper installation.
 - 1. Record motor nameplate information.
 - 2. Verify correct enclosure type for environment
 - 3. Verify load cables are < 1000ft of total cable.
 - 4. Note any load side capacitance that may adversely interact with soft-start including the motor terminal box.
 - 5. Incoming power, outgoing motor, and control wiring are each in their own conduit.
 - 6. All wiring has been accomplished to manufacturer's specifications for the size of the solid-state reduced voltage starter and its connected load.
 - 7. The solid-state reduced voltage starter is clean and free of installation debris, equipment, or tools.

1.02 INITIAL ENERGIZATION

- A. Perform Pre-Power checks.
 - 1. Perform continuity tests on all power and control fuses.
 - 2. Check connection of all fiber optic connections from the CPU board to the MV4S truck. Physically tug on all cables to make sure they are firmly seated.
 - 3. Review cable and motor SAT test results.
- B. Perform initial power on safety checks.

Site Acceptance Testing & Start-up Guideline

Solid-State Reduced Voltage Starter – Medium Voltage

January 2015

1. With the isolation switch in the off position plug an extension cord into the test plug in the low voltage control compartment.
2. Verify power-up of the control circuit, especially the motor protective relay (MPR) and MV4S control in the lower compartment. Verify green LEDs lit on all MV4S poles.
3. Verify programming of the MPR including programming notes on the schematic. Relay should NOT be set for reduced voltage operation.
4. Verify programming of the MV4S. Protection settings on the MV4S are backup for the MPR settings only and can be turned off or set to guard band positions. Guard band is defined as 10% wider than MPR settings.
5. If PT bus is used, read the voltage on all applicable starter metering and verify it reads correct with actual bus voltage.
6. Remove extension cord and replace test plug.

C. Powered Checklist

1. Close isolation switch and verify power-up of the control circuit.
2. Verify operation of the starter by performing a low output test.
3. Bump for rotation by placing the MV4S in jog mode and raising the jog voltage gradually.
 - a. Have customer representative confirm that the motor is ready to rotate.
 - b. Bump the motor to check it's direction of rotation in the following order:
 1. Check rotation from the solid-state reduced voltage starter.
 2. After checking solid-state reduced voltage starter rotation if a bypass is used, check rotation from the bypass.
4. Initiate a momentary start-stop sufficient to cause motor rotation and determine optimal starting voltage.
5. Place the MV4S in voltage ramp mode unless the current limit mode is specifically desired.
6. On set point page 2, enter the optimum starting voltage from the step above as initial voltage. Set ramp time to appropriate value.
7. On set point page 8, enter the expected acceleration time plus five seconds.
8. Obtain the maximum allowable start time from motor data sheet or motor manufacturer's representative.
9. Initiate a start. If problems are encountered consult the MV4S Troubleshooting Guide.

Whenever the motor has been started and run, if even for a portion of start-up, allow 15 minutes for the snubber capacitors on the poles to discharge before touching the poles. A tic tracer will not register a DC voltage

10. Program any additional solid-state reduced voltage starter parameters as specified by the customer and in accordance manufacturer's model-specific instructions

D. Operation of the RVSS and Motor

1. It is preferred that the testing from this point on be done with the motor coupled to the normal operating load.
2. Testing of an unload application or just a motor is valid but should be noted in the commissioning documentation.
3. Perform operational checks in accordance with manufacturer's model-specific instructions

1.03 AFTER TESTING

A. Final Inspection:

1. Verify that the equipment is thoroughly clean. Notify the customer if the equipment is not clean.

B. Finish recording data on the EESS data form, completely filling in all the appropriate blocks

Site Acceptance Testing & Start-up Guideline

Solid-State Reduced Voltage Starter – Medium Voltage

January 2015

- C. Note corrective actions taken, deficiencies and recommendations, and any general comments
- D. Forward a copy of the Commissioning Report Form, marked prints of any circuit changes, and the settings files of the MV4S and MPR to the factory.
- E. Apply an EESS test sticker to the equipment
- F. Review and organize all test results and forms
- G. Contact a customer representative to report results and follow-up actions
- H. Write and submit a formal report

PART 2 ADDITIONAL SITE SERVICES

2.01 STARTUP AND ENERGIZING SERVICES (TIME AND MATERIAL SERVICES)

- A. Initial energization on-site support
- B. Voltage Phasing and/or Rotation tests
- C. Program motor protective device addresses for microprocessor-communication packages
- D. Perform typical operational checks including:
 - 1. Measure and record motor voltage and compare to solid-state reduced voltage starter display
 - 2. Measure and record motor current and compare to solid-state reduced voltage starter display
 - 3. Measure and record line voltage and line current
 - 4. Perform full power motor run
 - 5. Confirm control systems function

2.02 FUNCTIONAL PERFORMANCE TEST

- A. Perform system function tests. The system function tests must prove the correct interaction with external control processes.



Eaton Corporation
Electrical Sector
1000 Cherrington Parkway
Moon Township, PA 15108
877-ETN-CARE (877-386-2273)
Eaton.com

© 2015 Eaton Corporation
All Rights Reserved
Printed in USA
Publication No. SATSU-15-1 Solid-State Reduced Voltage Starter – Medium Voltage
January 2015



Seller's Terms & Conditions of Sale ("Terms & Conditions") Rexel USA Inc.

1. **ACCEPTANCE:** Acceptance of any order is subject to credit approval by Seller, acceptance of the order by Seller and, when applicable, Seller's vendor (i.e. manufacturers, vendors, or other third parties that provide goods to Seller for resale to Buyer ("Vendors")). If Seller, in its sole discretion, determines that Buyer's ability to pay or credit becomes unsatisfactory or it has reasonable grounds for insecurity, Seller reserves the right, upon notice to Buyer, to demand adequate assurance of due performance from Buyer and/or terminate this agreement with no liability to Seller. BY REQUESTING A QUOTE FROM SELLER OR PRESENTING AN ORDER TO SELLER, BUYER CONFIRMS THAT THESE TERMS & CONDITIONS SHALL GOVERN ALL PURCHASES OF GOODS, MATERIALS AND/OR SERVICES PROVIDED TO BUYER BY SELLER (COLLECTIVELY "GOODS") BY BUYER FROM SELLER. SELLER OBJECTS TO AND REJECTS ANY CHANGES OR ADDITIONAL OR DIFFERENT TERMS (CONTAINED IN A PURCHASE ORDER ACCEPTED BY SELLER, OR OTHERWISE) AND NO SUCH TERMS WILL CHANGE THESE TERMS & CONDITIONS UNLESS ACKNOWLEDGED IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF SELLER. NO SELLER EMPLOYEE OR AGENT HAS THE AUTHORITY TO MODIFY THESE TERMS & CONDITIONS VERBALLY. SELLER OBJECTS TO AND REJECTS ANY TERMS BETWEEN BUYER AND ANY OTHER PARTY, AND NO SUCH TERMS, INCLUDING BUT NOT LIMITED TO ANY GOVERNMENT REGULATIONS OR "FLOWDOWN" TERMS, SHALL BE A PART OF OR INCORPORATED INTO ANY ORDER FROM BUYER TO SELLER, UNLESS AGREED TO IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF SELLER.

2. **PRICES AND TAXES:** Buyer agrees to pay the prices quoted by Seller and is responsible for additional applicable shipping and handling charges, taxes and duties. Seller shall collect applicable taxes unless Buyer at the time of order submits a valid and complete tax exemption, reseller's permit, or resale certificate. Buyer agrees to indemnify the Seller for any tax, penalty and interest incurred as a result of Seller's good faith acceptance of a tax exemption, reseller's permit, or resale certificate that is later found to be incomplete or invalid. Prices on special-order Goods may be subject to change before shipment; Seller shall notify Buyer of any change, and Buyer may at its discretion cancel the special-order Goods if the revised prices are unacceptable, without charge other than applicable Vendor related charges. Any increase in Seller's costs associated with the imposition of new tariffs after the date of quotation may be passed through to Buyer.

3. **PAYMENT AND SET OFF:** Payment terms are 30 days net from the invoice date or upon such other terms approved by Seller in writing. Retainage shall not apply, and Buyer shall not hold back any retainage from Seller, even if retainage is part of any contract between Buyer and any other party. Payment is not contingent on Buyer's ability to collect or obtain funds from any other party. Credit card sales are billed at the time of purchase. Buyer expressly represents it is solvent at the time it places any order with Seller. Seller, in its sole discretion, may determine that Buyer's financial condition requires full or partial payment prior to manufacture or shipment. Seller may obtain and use your credit history for credit evaluation purposes. Seller may apply payments to any outstanding invoices unless Buyer provides specific payment direction. Seller may at all times set off any amount that Buyer, or any affiliate of Buyer, owes to Seller against any amount that Seller, or any Seller affiliate, owes to Buyer.

4. **REMEDIES FOR NON-PAYMENT:** If Buyer fails to make any payment when due, Seller reserves the right to suspend performance. Buyer agrees to pay a charge on all amounts past due at the rate of 1 ½% per month (18% per year) or the maximum lawful rate, whichever is less. In the event of non-payment, Buyer agrees to pay Seller's reasonable attorney fees and court costs, if any, incurred by Seller to collect payment, and all applicable interest charges. Buyer acknowledges that transactions to which these terms relate are commercial transactions. To the extent not contrary to applicable law, Buyer (i) waives any available homestead exemption, (ii) irrevocably authorizes Seller to appoint a representative to appear in a court of competent jurisdiction to confess a judgment without process in Buyer's favor for such amount that remain unpaid, and (iii) consent to immediate execution upon any such judgment. Buyer voluntarily and knowingly waives its right to notice, demand, presentment, protest and any hearing to which it may be entitled under any state or federal law relating to any right or remedy (including prejudgment remedies) that Seller may elect to use or of which it may avail itself. **IMPORTANT NOTICE: A CONFESSION OF JUDGMENT PROVISION AND OTHER WAIVERS CONTAINED HEREIN CONSTITUTES A WAIVER OF IMPORTANT RIGHTS YOU MAY HAVE. IF YOU DO NOT PAY ON TIME, THESE WAIVERS ALLOW SELLER TO OBTAIN A JUDGMENT AGAINST YOU WITHOUT FURTHER NOTICE OR YOUR PRIOR KNOWLEDGE. YOU ARE GIVING UP YOUR RIGHT TO NOTICE AND TRIAL. SELLER MAY OBTAIN JUDICIAL REMEDIES TO COLLECT AMOUNTS DUE REGARDLESS OF ANY CLAIMS YOU MAY HAVE (INCLUDING WITHOUT LIMITATION, CLAIMS FOR RETURNED OR FAULTY GOODS, FAILURE BY SELLER TO COMPLY WITH THIS AGREEMENT, OR ANY OTHER CAUSE).**



540 Martin Ave, Santa Clara, CA 95050

www.rexelusa.com

5. **TITLE AND RISK OF LOSS OR DAMAGE:** As to Goods delivered by Seller's truck, title passes upon delivery at the place Buyer receives possession; and, thereafter, all risk of loss or damage shall be on Buyer. All other sales are F.O.B., point of shipment, and Buyer takes title and assumes responsibility for risk of loss or damage at the point of shipment for such sales. Claims for Goods damaged in transit are Buyer's sole responsibility when not delivered by Seller's truck.

6. **QUOTATIONS:** All quotations expire thirty (30) days from the date of the quotation unless otherwise noted on the quotation. This time limit applies even if Buyer uses the quotation to submit a job or project bid to any other party.

7. **ASSIGNMENT:** An order shall not be assigned by Buyer without the express written consent of Seller. Consent will not be required, however, for internal transfers and assignments as between either party and its affiliates, and nothing herein shall limit either party's right to factor or sell receivables.

8. **RETURN OF PRODUCTS:** Seller shall accept returns of normal stock Goods for a period of ninety (90) days following shipment for exchange or refund of the purchase price; provided, that Goods must be in their original cartons, unopened and unused. Stock returns that are used, opened, and/or not in their original packaging may be subject to a minimum 15% restocking fee or the return may be refused based on the condition of the returned material. Non-stock returns will generally be disallowed except for situations where a returns material authorization or appropriate credit has been provided by the Vendor. Applicable sales tax will be refunded where allowed by applicable law or statute.

9. **TERMINATION:** Either party may terminate the whole or any part of the other party's performance under any order if (a) there is a material breach of these Terms & Conditions of Sale and the breaching party does not cure such failure within ten (10) days of written notice by the non-breaching party; provided, that the non-breaching party may require the breaching party to continue its performance to the extent not terminated; (b) the other party ceases to conduct operations in the normal course of business, (c) any proceeding under any bankruptcy or insolvency laws is brought by or against the other party, (d) a receiver is appointed or applied for by the other party, or (e) an assignment for the benefit of creditors is made by the other party.

10. **CANCELATION POLICY:** In the event of order cancellation, a cancellation fee equivalent to the vendor's cancellation fee will apply. Any progress payments received prior to cancellation will be allocated towards the cancellation fee, with any excess amount refunded to the customer.

11. **INTERPRETATION RESPONSIBILITY; PRODUCT USE AND SAFETY:** Seller does not guarantee that the Goods it sells conform to any plans and specifications or intended use. When plans and specifications are involved, Buyer is solely responsible for verifying Seller's interpretations of such plans and specifications, and it is Buyer's sole responsibility to assure that Seller's Goods will be accepted on any specific job. When Seller offers substitute Goods on any proposal, Buyer is solely responsible for confirming their acceptability. BEFORE BUYER USES OR INSTALLS ELECTRICAL PRODUCTS, IT IS BUYER'S RESPONSIBILITY TO CONSULT THE NATIONAL ELECTRIC CODE AND ANY PERTINENT LOCAL, STATE OR NATIONAL CODES, RULES OR REGULATIONS FOR APPROVED INSTALLATION PROCEDURES AND PRECAUTIONS. NOTHING SELLER SELLS IS FOR USE IN CONNECTION WITH "SAFETY-RELATED" APPLICATIONS OF A NUCLEAR FACILITY OR ANY HAZARDOUS ACTIVITY WHERE FAILURE OF A SINGLE COMPONENT COULD CAUSE SUBSTANTIAL HARM TO PERSONS OR PROPERTY.

12. **DELIVERY:** Seller is a distributor and not a manufacturer and factory shipping dates given in advance of actual shipment are approximate and not guaranteed.

13. **EXCUSABLE DELAYS:** Seller shall have no liability if its performance is delayed or prevented by causes beyond its reasonable control, including, without limitation, acts of nature, labor disputes, government priorities, transportation delays, insolvency or other inability to perform by Seller's Vendor, or any other commercial impracticability. In the event of any such delay, the date of delivery or performance shall be extended for a period equal to the time lost by reason of delay. Should shipments be held or stored beyond the delivery date for convenience of Buyer, Seller may, at its option, assess reasonable charges for any expense incident to such delay. Seller's Terms & Conditions of Sale ("Terms & Conditions")



540 Martin Ave, Santa Clara, CA 95050

www.rexelusa.com

14. CLAIMS: Claims for any nonconforming Goods must be made by Buyer, in writing, within ten (10) days of Buyer's receipt of such Goods and must state with particularity all material facts concerning the claim then known to Buyer. Failure by Buyer to give notice within such ten (10) day period shall constitute an unqualified acceptance of such Goods by Buyer, and a waiver of any right to reject or revoke acceptance of such Goods.

15. WARRANTIES: (a) SELLER'S WARRANTIES: Seller warrants that all Goods sold are new unless otherwise designated and, upon payment in full by Buyer of the Goods, free and clear of any security interests or liens. Buyer's exclusive remedy for breach of such warranties shall be replacement with a new product (if applicable) or termination of any security interests or liens. Seller is a distributor and not a manufacturer and makes no independent warranties other than those set forth herein. (b) VENDOR'S WARRANTIES: Seller shall also assign to Buyer any Vendor warranties and/or remedies provided to Seller by its Vendor. (c) INTELLECTUAL PROPERTY INFRINGEMENT: SELLER DISCLAIMS ANY AND ALL WARRANTIES AND/OR INDEMNIFICATIONS AGAINST INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS OF ANY NATURE. SELLER SHALL, IF GIVEN PROMPT NOTICE BY BUYER OF ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT WITH RESPECT TO ANY GOODS SOLD HEREUNDER, REQUEST THE MANUFACTURER TO GRANT FOR THE BUYER SUCH WARRANTY OR INDEMNITY RIGHTS AS THE MANUFACTURER MAY CUSTOMARILY GIVE WITH RESPECT TO SUCH GOODS. (d) LIMITATIONS: THERE ARE NO OTHER WARRANTIES WRITTEN OR ORAL, EXPRESS, IMPLIED OR BY STATUTE. NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLIES. NO REPAIR OF GOODS OR OTHER COSTS ARE ASSUMED BY SELLER UNLESS AGREED TO, IN ADVANCE, IN WRITING. UNLESS AGREED TO IN ADVANCE IN WRITING, WARRANTIES ARE ONLY VALID IN THE UNITED STATES OF AMERICA AND ITS TERRITORIES. REPAIR OR REPLACEMENT SHALL BE AT THE ORIGINAL PLACE OF DELIVERY.

16. LIMITATIONS OF LIABILITY: UNLESS APPLICABLE LAW OTHERWISE REQUIRES, SELLER'S AND ANY VENDOR'S TOTAL LIABILITY TO BUYER, BUYER'S CUSTOMERS OR TO ANY OTHER PERSON, RELATING TO ANY PURCHASES GOVERNED BY THESE TERMS & CONDITIONS, FROM THE USE OF THE GOODS FURNISHED OR FROM ANY ADVICE, INFORMATION OR ASSISTANCE PROVIDED BY SELLER (BY ANY METHOD, INCLUDING A WEB SITE), IS LIMITED TO THE PRICE OF THE GOODS GIVING RISE TO THE CLAIM. NEITHER SELLER NOR ITS VENDORS SHALL BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, INCIDENTAL, DIRECT, CONSEQUENTIAL OR PENAL DAMAGES (INCLUDING, BUT NOT LIMITED TO BACKCHARGES, LABOR COSTS, COSTS OF REMOVAL, REPLACEMENT, TESTING OR INSTALLATION, LOSS OF EFFICIENCY, LOSS OF PROFITS OR REVENUES, LOSS OF USE OF THE GOODS OR ANY ASSOCIATED GOODS, DAMAGE TO ASSOCIATED GOODS, LATENESS OR DELAYS IN DELIVERY, UNAVAILABILITY OF GOODS, COST OF CAPITAL, COST OF SUBSTITUTE GOODS, FACILITIES OR SERVICES, DOWNTIME, OR CLAIMS FROM BUYER'S CUSTOMERS OR OTHER PARTIES). IF SELLER FURNISHES BUYER WITH ADVICE OR OTHER ASSISTANCE WHICH CONCERNS ANY GOODS SUPPLIED HEREUNDER, OR ANY SYSTEM OR EQUIPMENT IN WHICH ANY SUCH GOODS MAY BE INSTALLED, AND WHICH IS NOT REQUIRED PURSUANT TO THESE TERMS & CONDITIONS, THE FURNISHING OF SUCH ADVICE OR ASSISTANCE WILL NOT SUBJECT SELLER TO ANY LIABILITY, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHER GROUNDS.

17. MISCELLANEOUS (a) EXPORTS: If Goods are sold for export, Seller's Standard Terms & Condition for Export Sales apply. Acceptance of export orders is not valid unless confirmed in writing by Seller. Buyer, NOT Seller, is responsible for compliance with all United States export control rules and regulations. Buyer shall not name Seller as shipper or exporter of record in connection with the export of any Goods purchased from Seller. (b) ANTI-MONEY LAUNDERING RESTRICTIONS: Seller rejects questionable orders and payments: Except for pre-approved credit arrangements, Seller rejects third-party payments, cashiers' checks, money orders and bank drafts. Seller accepts only checks imprinted with Buyer's name; wire transfers originated in Buyer's account; letters of credit with Buyer as account party; and credit or debit cards in Buyer's name. All payments must be by single instrument in the amount of the invoice, less credits, from banks acceptable to Seller. (c) GOVERNING LAW: These Terms & Conditions and all disputes related to it shall be governed by the laws of the State of New York, United States of America, without giving effect to its conflict of law rules. (d) BUYER PARTIES: For the purposes of these Terms & Conditions, the term "Buyer" shall mean the Buyer party set forth on the quotation or other sales agreement to which these Terms & Conditions are attached or in which they are incorporated by reference. (e) SELLER PARTIES: For the purposes of these Terms & Conditions, the term "Seller" shall mean the Seller party set forth on the quotation or other sales agreement to which these Terms & Conditions are attached or in which they are incorporated by reference which may include Rexel USA Inc. or any of its subsidiaries, affiliates, business units or divisions including but not limited to (i) Rexel Automation Solutions, (ii) Rexel Commercial and Industrial, (iii) Gexpro, (iv) Platt Electric Supply, (v) Rexel Energy Solutions, (vi) Capitol Light, (vii) Parts Super Center, (viii) Brohl & Appell, (ix) New Haven Supply, and (x) Utility Supply Group.

Domestic U.S.A. General Terms and Conditions of Sale for Distribution and Control Products and Services

Terms and Conditions of Sale. The Terms and Conditions of Sale set forth herein, and any supplements which may be attached hereto, constitute the full and final expression of the contract for the sale of products or services ("Product(s)" or "Services") by Eaton Corporation ("Seller") to the Buyer, and supersedes all prior quotations, purchase orders, correspondence or communications, whether written or oral, between the Seller and the Buyer. Notwithstanding any contrary language in the Buyer's purchase order, correspondence or other form of acknowledgment, Buyer shall be bound by these Terms and Conditions of Sale when it sends a purchase order or otherwise indicates acceptance of this contract, or when it accepts delivery from Seller of the Products or Services. THE CONTRACT FOR SALE OF THE PRODUCTS OR SERVICES IS EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS OF SALE STATED HEREIN. ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY BUYER ARE REJECTED UNLESS EXPRESSLY AGREED TO IN WRITING BY SELLER. No contract shall exist except as herein provided.

Complete Agreement. All Seller documents referenced in these Terms and Conditions of Sale are hereby incorporated by reference into the terms herein. No amendment or modification hereto nor any statement, representation or warranty not contained herein shall be binding on the Seller unless made in writing by an authorized representative of the Seller. Prior dealings, usage of the trade or a course of performance shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party had knowledge of the nature of the performance and opportunity for objection.

Quotations. A written quotation is valid for 30 days from its date unless otherwise stated in the quotation or terminated sooner by notice. Verbal quotations, unless accepted, expire the same day they are made. A complete signed order must be received by Seller within 20 calendar days of notification of award, otherwise the price and shipment will be subject to re-negotiation.

TERMINATION AND CANCELLATION

Products. Any order may be terminated by the Buyer only by written notice and upon payment of reasonable termination charges, including all progress billings and all incurred direct manufacturing costs.

Services. Any order may be terminated by the Buyer only by written notice and upon payment of reasonable termination charges including all costs plus profit. Seller shall have the right to cancel any order at any time by written notice if Buyer breaches any of the terms hereof, becomes the subject of any proceeding under state or federal law for the relief of debtors, or otherwise becomes insolvent or bankrupt, generally does not pay its debts as they become due or makes an assignment for the benefit of creditors.

Prices. All prices are subject to change without notice. In the event of a price change, the effective date of the change will be the date of the new price or discount sheet, letter or telegram. All quotations made or orders accepted after the effective date will be on the new basis. For existing orders, the price of the unshipped portion of an order will be the price in effect at time of shipment.

Price Policy – Products and Services. When prices are quoted as firm for quoted shipment, they are firm provided the following conditions are met:

1. The order is released with complete engineering details.
2. Shipment of Products is made, and Services purchased are provided within the quoted lead time.
3. When drawings for approval are required for any Products, the drawings applicable to those Products must be returned within 30* calendar days from the date of the original mailing of the drawings by Seller. The return drawings must be released for manufacture and shipment and must be marked "APPROVED" or "APPROVED AS NOTED." Drawing re-submittals which are required for any other reason than to correct Seller errors will not extend the 30-day period.

If the Buyer initiates or in any way causes delays in shipment, provision of Services or return of approval drawings beyond the periods stated above, the price of the Products or Services will be increased 1% per month or fraction thereof up to a maximum of 18 months from the date of the Buyer's order. For delays resulting in shipment or provision of Services beyond 18 months from the date of the Buyer's order, the price must be renegotiated.

Price Policy – BLS. Refer to Price Policy 25-050.

Minimum Billing. Orders less than \$1,000 will be assessed a shipping and handling charge of 5% of the price of the order, with a minimum charge of \$25.00 unless noted differently on Product discount sheets.

Taxes. The price does not include any taxes. Buyer shall be responsible for the payment of all taxes applicable to, or arising from, the transaction, the Products, its sale, value or use, or any Services performed in connection therewith regardless of the person or entity actually taxed.

TERMS OF PAYMENT

Products. Acceptance of all orders is subject to the Buyer meeting Seller's credit requirements. Terms of payment are subject to change for failure to meet such requirements. Seller reserves the right at any time to demand full or partial payment before proceeding with a contract of sale as a result of changes in the financial condition of the Buyer. Terms of Payment are either Net 30 days from the date of invoice of each shipment or carry a cash discount based on Product type. Specific payment terms for Products are outlined in the applicable Product discount schedules.

Services. Terms of payment are net within 30 days from date of invoice for orders amounting to less than \$50,000.00. Terms of payment for orders exceeding \$50,000.00 shall be made according to the following:

1. Twenty percent (20%) of order value with the purchase order payable 30 days from date of invoice.

* 60 days for orders through contractors to allow time for their review and approval before and after transmitting them to their customers.

2. Eighty percent (80%) of order value in equal monthly payments over the performance period payable 30 days from date of invoice.

Except for work performed (i) under a firm fixed price basis or (ii) pursuant to terms of a previously priced existing contract between Seller and Buyer, invoices for work performed by Seller shall have added and noted on each invoice a charge of 3% (over and above the price of the work) which is related to Seller compliance with present and proposed environmental, health and safety regulations associated with prescribed requirements covering hazardous materials management and employee training, communications, personal protective equipment, documentation and record keeping associated therewith.

Adequate Assurances. If, in the judgment of Seller, the financial condition of the Buyer, at any time during the period of the contract, does not justify the terms of payment specified, Seller may require full or partial payment in advance.

Delayed Payment. If payments are not made in accordance with these terms, a service charge will, without prejudice to the right of Seller to immediate payment, be added in an amount equal to the lower of 1.5% per month or fraction thereof or the highest legal rate on the unpaid balance.

Freight. Freight policy will be listed on the Product discount sheets, or at option of Seller one of the following freight terms will be quoted.

F.O.B. – P/S – Frt./Ppd. and Invoiced. Products are sold F.O.B. point of shipment freight prepaid and invoiced to the Buyer.

F.O.B. – P/S – Frt./Ppd. and Allowed. Products sold are delivered F.O.B. point of shipment, freight prepaid and included in the price.

F.O.B. Destination – Frt./Ppd. and Allowed. At Buyer's option, Seller will deliver the Products F.O.B. destination freight prepaid and 2% will be added to the net price. The term "freight prepaid" means that freight charges will be prepaid to the accessible common carrier delivery point nearest the destination for shipments within the United States and Puerto Rico unless noted differently on the Product discount sheets. For any other destination, contact Seller's representative.

Shipment and Routing. Seller shall select the point of origin of shipment, the method of transportation, the type of carrier equipment and the routing of the shipment. If the Buyer specifies a special method of transportation, type of carrier equipment, routing or delivery requirement, Buyer shall pay all special freight and handling charges. When freight is included in the price, no allowance will be made in lieu of transportation if the Buyer accepts shipment at factory, warehouse or freight station or otherwise supplies its own transportation.

Risk of Loss. Risk of loss or damage to the Products shall pass to Buyer at the F.O.B. point.

Concealed Damage. Except in the event of F.O.B. destination shipments, Seller will not participate in any settlement of claims for concealed damage. When shipment has been made on an F.O.B. destination basis, the Buyer must unpack immediately and, if damage is discovered, must:

1. Not move the Products from the point of examination.
2. Retain shipping container and packing material.
3. Notify the carrier in writing of any apparent damage.
4. Notify Seller representative within 72 hours of delivery.
5. Send Seller a copy of the carrier's inspection report.

Witness Tests/Customer Inspection. Standard factory tests may be witnessed by the Buyer at Seller's factory for an additional charge calculated at the rate of \$2,500 per day (not to exceed eight (8) hours) per Product type. Buyer may final-inspect Products at the Seller's factory for \$500 per day per Product type.

Witness tests will add one (1) week to the scheduled shipping date. Seller will notify Buyer fourteen (14) calendar days prior to scheduled witness testing or inspection. In the event Buyer is unable to attend, the Parties shall mutually agree on a rescheduled date. However, Seller reserves the right to deem the witness tests waived with the right to ship and invoice Products.

Held Orders. For any order held, delayed or rescheduled at the request of the Buyer, Seller may, at its sole option, (1) require payment to be based on any reasonable basis, including but not limited to the contract price, and any additional expenses, or cost resulting from such a delay; (2) store Products at the sole cost and risk of loss of the Buyer; and/or (3) charge to the Buyer those prices under the applicable price policy. Payment for such price, expenses and costs, in any such event, shall be due by Buyer within thirty (30) days from date of Seller's invoice. Any order so held delayed or rescheduled beyond six (6) months will be treated as a Buyer termination.

Drawing Approval. Seller will design the Products in line with, in Seller's judgment, good commercial practice. If at drawing approval Buyer makes changes outside of the design as covered in their specifications, Seller will then be paid reasonable charges and allowed a commensurate delay in shipping date based on the changes made.

Drawing Re-Submittal. When Seller agrees to do so in its quotation, Seller shall provide Buyer with the first set of factory customer approval drawing(s) at Seller's expense. The customer approval drawing(s) will be delivered at the quoted delivery date. If Buyer requests drawing changes or additions after the initial factory customer approval drawing(s) have been submitted by Seller, the Seller, at its option, may assess Buyer drawing charges. Factory customer approval drawing changes required due to misinterpretation by Seller will be at Seller's expense. Approval drawings generated by Bid- Manager are excluded from this provision.

WARRANTY

Warranty for Products. Seller warrants that the Products manufactured by it will conform to Seller's applicable specifications and be free from fail ure due to defects in workmanship and material for one (1) year from the date of installation of the Product or eighteen (18) months from the date of shipment of the Product, whichever occurs first.

In the event any Product fails to comply with the foregoing warranty Seller will, at its option, either (a) repair or replace the defective Product, or defective

part or component thereof, F.O.B. Seller's facility freight prepaid, or (b) credit Buyer for the purchase price of the Product t. All warranty claims shall be made in writing.

Seller requires all non-conforming Products be returned at Seller's expense for evaluation unless specifically stated otherwise in writing by Seller. This warranty does not cover failure or damage due to storage, installation, operation or maintenance not in conformance with Seller's recommendations, including as set forth in these Terms and Conditions of Sale, and industry standard practice or due to accident, misuse, abuse, or negligence. This warranty does not cover breach of data or system security, including that of information technology infrastructure, computers, software, hardware, databases, electronic systems (including database management systems), and networks. This warranty does not cover reimbursement for labor, gaining access, removal, installation, temporary power or any other expenses, which may be incurred in connection with repair or replacement. This warranty does not apply to equipment not manufactured by Seller. Seller limits itself to extending the same warranty it receives from the third-party supplier to the extent such third party permits assignment of its warranty.

Extended Warranty for Products. If requested by the Buyer and specifically accepted in writing by Seller, the foregoing standard warranty for Products will be extended from the date of shipment for the period and price indicated below:

- 24 months – 2% of Contract Price
- 30 months – 3% of Contract Price
- 36 months – 4% of Contract Price

Special Warranty (In and Out) for Products. If requested by the Buyer and specifically accepted in writing by Seller, Seller will, during the warranty period for Products, at an additional cost of 2% of the contract price, be responsible for the direct cost of:

1. Removing the Product from the installed location.
2. Transportation to the repair facility and return to the site.
3. Reinstallation on site.

The total liability of Seller for this Special Warranty for Products is limited to 50% of the contract price of the particular Product being repaired and excludes expenses for removing adjacent apparatus, walls, piping, structures, temporary service, etc.

Warranty for Services. Seller warrants that the Services performed by it hereunder will be performed in accordance with generally accepted professional standards. The Services, which do not so conform, shall be corrected by Seller upon notification in writing by the Buyer within one (1) year after completion of the Services. Unless otherwise agreed to in writing by Seller, Seller assumes no responsibility with respect to the suitability of the Buyer's, or its customer's, equipment or with respect to any latent defects in equipment not supplied by Seller. This warranty does not cover damage to Buyer's, or its customer's, equipment, components or parts resulting in whole, or in part from improper maintenance or operation (including failure to comply with Seller's recommendations) or from their deteriorated condition. Buyer will, at its cost, provide Seller with unobstructed access to the defective Services, as well as adequate free working space in the immediate vicinity of the defective Services and such facilities and systems, including, without limitation, docks, cranes and utility disconnects and connects, as may be necessary in order that Seller may perform its warranty obligations. The conducting of any tests shall be mutually agreed upon and Seller shall be notified of, and may be present at, all tests that may be made.

Warranty for Power Systems Studies. Seller warrants that any power systems studies performed by it will conform to generally accepted professional standards. Any portion of the study, which does not so conform, shall be corrected by Seller upon notification in writing by the Buyer within six (6) months after completion of the study. All warranty work shall be performed in a single shift straight time basis Monday through Friday. In the event that the study requires correction of warranty items on an overtime schedule, the premium portion of such overtime shall be for the Buyer's account.

Limitation on Warranties for Products, Services and Power Systems Studies. THE FOREGOING WARRANTIES ARE EXCLUSIVE EXCEPT FOR WARRANTY OF TITLE. SELLER DISCLAIMS ALL OTHER WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CORRECTION OF NON-CONFORMITIES IN THE MANNER AND FOR THE PERIOD OF TIME PROVIDED ABOVE SHALL CONSTITUTE SELLER'S SOLE LIABILITY AND BUYER'S EXCLUSIVE REMEDY FOR FAILURE OF SELLER TO MEET ITS WARRANTY OBLIGATIONS, WHETHER CLAIMS OF THE BUYER ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE.

Asbestos. Federal Law requires that building or facility owners identify the presence, location and quantity of asbestos containing material (hereinafter "ACM") at work sites. Seller is not licensed to abate ACM. Accordingly, for any contract which includes the provision of Services, prior to (i) commencement of work at any site under a specific Purchase Order, (ii) a change in the work scope of any Purchase Order, the Buyer will certify that the work area associated with the Seller's scope of work includes the handling of Class II ACM, including but not limited to generator wedges and high temperature gaskets which include asbestos materials. The Buyer shall, at its expense, conduct abatement should the removal, handling, modification or reinstallation, or some or all of them, of said Class II ACM be likely to generate airborne asbestos fibers; and should such abatement affect the cost of or time of performance of the work then Seller shall be entitled to an equitable adjustment in the schedule, price and other pertinent affected provisions of the contract.

Compliance with Nuclear Regulation. Seller's Products are sold as commercial grade Products not intended for application in facilities or activities licensed by the United States Nuclear Regulatory Commission for atomic purposes. Further certification will be required for use of the Products in any safety-related application in any nuclear facility licensed by the U.S. Nuclear Regulatory Commission.

Returning Products. Authorization and shipping instructions for the return of any Products must be obtained from Seller before returning the Products. When return is occasioned due to Seller error, full credit including all transportation charges will be allowed.

Product Notices. Buyer shall provide the users, including its employees, and in the case of permitted resale, any subsequent purchasers of the Products with all Seller supplied Product notices, warnings, instructions, recommendations and similar materials.

Cybersecurity. Seller is not responsible for a breach of data or electronic system security, including, but not limited to, a system intrusion or interference, virus or malicious code attack, loss of data, data theft, unauthorized access to confidential information and/or nonpublic personal information, hacking incident or any acts of data ransom, caused by any third-party equipment, modification made to a Product other than by Seller, or

failure by Buyer to comply with Eaton Assemblies Cybersecurity Hardening Guidelines at www.eaton.com/assemblies-security (the "Cybersecurity Guidelines"). Seller may revise the Cybersecurity Guidelines at any time without prior notice.

Buyer is responsible for obtaining (at Buyer's expense) assurances from third party suppliers with respect to cybersecurity for third party equipment. As a condition of use and/or resale, Buyer shall direct all users of the Products purchased to access the applicable accompanying Eaton End User License Agreement (EULA) and the Cybersecurity Guidelines, all of which are subject to change in terms and practices, at Seller's discretion, at any time.

Force Majeure. Seller shall not be liable for failure to perform or delay in performance due to fire, flood, strike or other labor difficulty, act of God, act of any governmental authority or of the Buyer, riot, embargo, fuel or energy shortage, car shortage, wrecks or delays in transportation, or due to any other cause beyond Seller's reasonable control. In the event of delay in performance due to any such cause, the date of delivery or time for completion will be extended by a period of time reasonably necessary to overcome the effect of such delay. Seller cannot be held liable, and Buyer shall not be entitled to any damages and/or indemnifications, in case Seller is prevented, hindered or delayed from or in performing any of its obligations resulting from the impact of the outbreak of COVID-19 or any future pandemic or epidemic for reasons not attributable to Seller.

Liquidated Damages. Contracts which include liquidated damage clauses for failure to meet shipping or job completion promises are not acceptable or binding on Seller unless such clauses are specifically accepted in writing by an authorized representative of the Seller at its headquarters office.

Patent Infringement. Seller will defend or, at its option, settle any suit or proceeding brought against Buyer, or Buyer's customers, to the extent it is based upon a claim that any Product or part thereof, manufactured by Seller or its subsidiaries and furnished hereunder, infringes any United States patent, other than a claim of infringement based upon use of a Product or part thereof in a process, provided Seller is notified in reasonable time and given authority, information and assistance (at Seller's expense) for the defense of same. Seller shall pay all legal and court costs and expenses and court-assessed damages awarded therein against Buyer resulting from or incident to such suit or proceeding. In addition to the foregoing, if at any time Seller determines there is a substantial question of infringement of any United States patent, and the use of such Product is or may be enjoined, Seller may, at its option and expense: either (a) procure for Buyer the right to continue using and selling the Product; (b) replace the Product with non-infringing apparatus; (c) modify the Product so it becomes non-infringing; or (d) as a last resort, remove the Product and refund the purchase price, equitably adjusted for use and obsolescence.

In no case does Seller agree to pay any recovery based upon its Buyer's savings or profit through use of Seller's Products whether the use be special or ordinary. The foregoing states the entire liability of Seller for patent infringement.

The preceding paragraph does not apply to any claim of infringement based upon: (a) any modification made to a Product other than by Seller; (b) any design and/or specifications of Buyer to which a Product was manufactured; or (c) the use or combination of Product with other products where the Product does not itself infringe. As to the above-identified claim situations where the preceding paragraph does not apply, Buyer shall defend and hold Seller harmless in the same manner and to the extent as Seller's obligations described in the preceding paragraph. Buyer shall be responsible for obtaining (at Buyer's expense) all license rights required for Seller to be able to use software products in the possession of Buyer where such use is required in order to perform any Service for Buyer.

With respect to a Product or part thereof not manufactured by Seller or its subsidiaries, Seller will attempt to obtain for Buyer, from the supplier(s), the patent indemnification protection normally provided by the supplier(s) to customers.

Compliance with OSHA. Seller offers no warranty and makes no representation that its Products comply with the provisions or standards of the Occupational Safety and Health Act of 1970, or any regulation issued thereunder. In no event shall Seller be liable for any loss, damage, fines, penalty or expenses arising under said Act.

Limitation of Liability. THE REMEDIES OF THE BUYER SET FORTH IN THIS CONTRACT ARE EXCLUSIVE AND ARE ITS SOLE REMEDIES FOR ANY FAILURE OF SELLER TO COMPLY WITH ITS OBLIGATIONS HEREUNDER. NOTWITHSTANDING ANY PROVISION IN THIS CONTRACT TO THE CONTRARY, IN NO EVENT SHALL SELLER BE LIABLE IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE FOR DAMAGE TO PROPERTY OR EQUIPMENT OTHER THAN PRODUCTS SOLD UNDER THIS AGREEMENT, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF PRODUCTS, LOST PRODUCTION, COST OF CAPITAL, LOSS OF, DAMAGE TO, OR UNAUTHORIZED ACCESS TO DATA, BREACH OF SYSTEM SECURITY, FAILURE TO TRANSMIT OR RECEIVE DATA, BUSINESS INTERRUPTION, CLAIMS OF CUSTOMERS OF THE BUYER OR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, REGARDLESS OF WHETHER SUCH POTENTIAL DAMAGES ARE FORESEEABLE OR IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL CUMULATIVE LIABILITY OF SELLER ARISING FROM OR RELATED TO THIS CONTRACT WHETHER THE CLAIMS ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, SHALL NOT EXCEED THE PRICE OF THE PRODUCT OR SERVICES ON WHICH SUCH LIABILITY IS BASED.

Distributors and Third-Party Agents. In order to ensure that distributors and third party agents acting on behalf of Seller share Seller's commitment to doing business right, all distributors and agents shall abide by Seller's [Anticorruption Policy](#).

Eaton Corporation.
1000 Cherrington Parkway Moon Township, PA 15108 United States
Tel: 1-800-525-2000
Eaton.com

AGREEMENT EXHIBIT B

GENERAL CONDITIONS

Table of Contents

| <u>ARTICLE</u> | <u>SUBJECT</u> | <u>Pages</u> |
|----------------|--|-------------------------------------|
| ARTICLE 1. | DEFINITIONS | 3 |
| SECTION 1.01. | Abbreviations..... | 3 |
| SECTION 1.02. | Definitions..... | 3 |
| ARTICLE 2. | THE CONTRACT AND INTERPRETATION | 5 |
| SECTION 2.01. | The Contract..... | 5 |
| SECTION 2.02. | Order of Precedence..... | 5 |
| SECTION 2.03. | Subsurface Conditions..... | 5 |
| SECTION 2.04. | Conformance with Laws and Standards..... | 5 |
| SECTION 2.05. | Not Used..... | 6 |
| SECTION 2.06. | Submittals..... | 6 |
| SECTION 2.07. | Operations and Maintenance (O&M) Submittals..... | 6 |
| SECTION 2.08. | Architect's Instruction Bulletins; Field Directives..... | 6 |
| SECTION 2.09. | Requests for Information..... | 7 |
| SECTION 2.10. | Assignment Of Antitrust Actions..... | 7 |
| SECTION 2.11. | Unenforceability Of Any Clause..... | 7 |
| SECTION 2.12. | Conflict Of Interest..... | 7 |
| SECTION 2.13. | No Waiver..... | 7 |
| SECTION 2.14. | Access to Records..... | 8 |
| SECTION 2.15. | No Assignment..... | Error! Bookmark not defined. |
| ARTICLE 3. | INSURANCE..... | 8 |
| SECTION 3.01. | Commercial General Liability..... | 8 |
| SECTION 3.02. | Automobile Liability..... | 9 |
| SECTION 3.03. | Workers' Compensation..... | 9 |
| SECTION 3.04. | Other Provisions..... | 9 |
| SECTION 3.05. | Deductibles and Self-Insured Retention..... | 10 |
| SECTION 3.06. | Subcontractors' Insurance..... | 10 |
| SECTION 3.07. | Notification of Accident or Occurrence..... | 10 |
| SECTION 3.08. | Notification of Claim..... | 11 |
| ARTICLE 4. | CONTROL AND PERFORMANCE OF WORK..... | 11 |
| SECTION 4.01. | Supervision..... | 11 |
| SECTION 4.02. | Allowable Times and Hours of Work..... | 11 |
| SECTION 4.03. | Subcontractors..... | 11 |
| SECTION 4.04. | Unsatisfactory Employees or Subcontractors..... | 11 |
| SECTION 4.05. | Daily Reports..... | 11 |
| SECTION 4.06. | Cooperation with Other Contractors..... | 12 |
| SECTION 4.07. | Safety Requirements..... | 12 |
| SECTION 4.08. | Surveys..... | 12 |
| SECTION 4.09. | Not Used..... | 12 |
| SECTION 4.10. | Utilities..... | 12 |
| SECTION 4.11. | Inspection and Testing..... | 13 |
| SECTION 4.12. | Cleaning Up..... | 13 |
| SECTION 4.13. | Right To Retain Imperfect Work..... | 13 |
| ARTICLE 5: | NOT USED..... | 13 |
| ARTICLE 6. | LABOR PROVISIONS | 13 |
| SECTION 6.01. | Nondiscrimination..... | 13 |
| SECTION 6.02. | Hours of Labor..... | 14 |

| | |
|--|----|
| SECTION 6.03. Prevailing Wage..... | 14 |
| SECTION 6.04. Payroll Records..... | 15 |
| SECTION 6.05. Additional Requirements for Labor Compliance..... | 15 |
| SECTION 6.06. Apprentices..... | 16 |
| SECTION 6.07. Not Used..... | 17 |
| SECTION 6.08. Not Used..... | 17 |
| SECTION 6.09. Not Used..... | 17 |
| ARTICLE 7. DELAYS, TIME ADJUSTMENTS, AND COMPLETION..... | 17 |
| SECTION 7.01. Notice of Delays..... | 17 |
| SECTION 7.02. Inexcusable Delays..... | 17 |
| SECTION 7.03. Excusable Delays..... | 17 |
| SECTION 7.04. Compensable Delays..... | 18 |
| SECTION 7.05. Extension of Time..... | 18 |
| SECTION 7.06. Liquidated Damages..... | 18 |
| SECTION 7.07. Not Used..... | 18 |
| SECTION 7.08. Final Inspection and Acceptance..... | 18 |
| ARTICLE 8. NOT USED..... | 18 |
| ARTICLE 9. CHANGES AND CLAIMS..... | 18 |
| SECTION 9.01. Ordering of Changes..... | 18 |
| SECTION 9.02. Unusual Site Conditions..... | 18 |
| SECTION 9.03. Proposed Contract Changes; Agreement as to Change Order..... | 19 |
| SECTION 9.04. Payment For Changes..... | 19 |
| SECTION 9.04E. Markups on Force Account..... | 20 |
| SECTION 9.05. Limitations on Payments for Changed Work..... | 21 |
| SECTION 9.06. Effect on Sureties of Changes to the Work..... | 21 |
| SECTION 9.07. Disputes..... | 21 |
| SECTION 9.07A. Notice of Potential Claim..... | 21 |
| SECTION 9.07B. Claims..... | 21 |

ARTICLE 1. DEFINITIONS

SECTION 1.01. Abbreviations.

The Contract Documents may use abbreviations that the SLDMWA believes to be commonly used and generally understood. If the Contractor does not understand any abbreviation, the Contractor shall seek clarification from the SLDMWA.

SECTION 1.02. Definitions.

Whenever the following terms, titles, or phrases are used in the Contract Documents, the intent and meaning thereof shall be as defined in this article.

Architect and/or Engineer.

The “Architect” and/or “Engineer” is either an SLDMWA employee or consultant retained by SLDMWA who is responsible for decisions about the Project design and technical aspects of the Project.

Change Order.

“Change Order” shall mean a written amendment to the Contract approved by the SLDMWA and signed by Contractor. A Change Order may include adjustments to the Contract Time and/or to the Contract Sum.

Completion.

“Completion” is the point in the Project at which the Work, including punch list items and final cleaning, and all required close-out reports and submissions are 100% performed.

Contract Documents.

The “Contract Documents” shall include the Contractor’s quote on which the Agreement was awarded, the Agreement, the Performance Bond, the Payment Bond, these General Conditions, Technical Specifications, Exhibits, and any and all Change Orders.

Contract Completion Date.

The “Contract Completion Date” shall mean the date by which the Contract requires completion.

Contract Sum.

“Contract Sum” is the total price for the Work, as it may be changed by Change Orders.

Contract Time.

“Contract Time” shall mean the period specified for completion of the Work as set forth in the Contract and as it may be changed by Change Order.

Contractor.

“The Contractor” shall mean the person or entity that entered into the Contract for the Work, including its employees and legal representatives.

Day.

Unless otherwise indicated, “Day” shall mean every day of 24 hours shown on the calendar.

DIR.

“DIR” shall mean the California Department of Industrial Relations.

Directive.

“Directive” shall mean a written order to the Contractor, signed by the SLDMWA or the SLDMWA’s Representative directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both, and which shall be used in the absence of total agreement with the Contractor on the terms of a Change Order or when time does not permit processing of a Change Order prior to implementation of the change to the extent such Directive is signed by the Contractor.

Inspector.

The “Inspector” or “Project Inspector” shall mean the person or persons authorized to act as agent(s) for the SLDMWA in the inspection of the Work.

Legal Holidays.

Legal Holidays shall include the following holidays designated by the SLDMWA: New Year’s Day, Martin Luther King Jr. Day, President’s Day, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day.

Notice to Proceed.

“Notice to Proceed” is the written authorization by the SLDMWA to the Contractor specifying the date the Work may begin and any conditions regarding the beginning of the Work.

Project.

“Project” shall mean the Work.

Request for Information (RFI).

“Request for Information” (“RFI”) is a document issued by the Contractor seeking clarification and/or additional information regarding an aspect of the Work. The response to the RFI does not authorize or direct proceeding with any changed or additional work.

SLDMWA.

“SLDMWA” shall mean the San Luis & Delta-Mendota Water Authority.

SLDMWA Representative.

“SLDMWA Representative” shall mean the SLDMWA’s designated agent for purpose of the Work and will be the Contractor’s primary contact during construction of the Project.

Specifications.

“Specifications” include the Technical Specifications applicable to the Work.

Subcontractor.

“Subcontractor” shall mean each person or firm that will perform Project work under contract with the Contractor. “Subcontractor” does not include a material supplier, unless expressly stated.

Technical Specifications.

“Technical Specifications” are the provisions of the Specifications that describe the technical aspects of the Work, as detailed in Contractor’s quotation.

Work.

The “Work” shall mean all obligations and/or actions which the Contractor is contractually required to perform to complete the Services specified in the Contract Documents.

Working Day.

“Working Day shall mean any day except Saturdays, Sundays, and Legal Holidays. Days on which the Contractor is prevented from proceeding with critical path Work for at least five (5) hours due to inclement weather are not Working Days.

ARTICLE 2. THE CONTRACT AND INTERPRETATION

SECTION 2.01. The Contract.

The Contract was awarded based on the Contractor's quote. In awarding the Contract, the SLDMWA relied on the following representations expressly or impliedly made by submitting the quote:

- (a) that the Contractor had inspected the Contract Documents available at the time of bidding, the nature and location of the Work (including local conditions and reasonably knowable subsurface conditions), the scope of work to be performed, and all other matters which may affect the Work or the cost, and that the Contractor was satisfied as to the character, quality, quantity, and scope of work to be performed and conditions to be encountered.
- (b) that the prices bid include everything necessary for the completion of the Work, including without limitation all taxes, fees, and costs not expressly paid for by the SLDMWA.
- (c) that the Contractor has the requisite experience, ability, and resources to perform the Work successfully and to complete the Work within the time stated in the Contract.

Any failure of the Contractor to have become acquainted with all of the available information is not grounds for a Change Order.

The Contract Documents include all applicable permits. The Contractor shall, at the Contractor's sole expense, obtain all necessary permits and licenses for the Work, give all necessary notices, and pay all fees required by law.

The Contract Documents represent the entire and integrated agreement between the SLDMWA and the Contractor and supersede all prior negotiations, representations, or agreements. The Contract may be amended or modified only by a Change Order. Extra work, *i.e.* work outside the scope of the Contract Documents, must be authorized in writing by the SLDMWA before the work is started. Contractor will not be paid for claimed extra work performed without such prior authorization.

The Contractor is an independent contractor and not an employee, agent, or other representative of the SLDMWA. Nothing in the Contract shall be construed to create any association between the SLDMWA and the Contractor other than that of owner and independent contractor. Nothing contained in the Contract Documents shall create any contractual relationship between the SLDMWA and any entity other than the Contractor.

SECTION 2.02. Order of Precedence.

In the event of conflict among Contract Documents, the following order of precedence shall apply: 1) Change Orders, 2) the Services Agreement for Maintenance, Testing, Start-up and Commissioning, 3) Technical Specifications provided in the Contractor's Quote, and 4) these General Conditions.

SECTION 2.03. Subsurface Conditions.

Where investigations of subsurface conditions have been made by the SLDMWA and that information is provided prior to entering into the Contract, it represents only a statement by the SLDMWA as to the character of materials which have actually been encountered by the SLDMWA's investigation. Investigations of subsurface conditions are made for the purpose of design only. **The SLDMWA assumes no responsibility with respect to the sufficiency or accuracy of preliminary investigations or of the interpretation thereof.** There is no guaranty, either express or implied, that the conditions indicated are representative of those existing throughout the Work, or that unanticipated conditions may not occur. Contractor satisfied itself as to conditions to be encountered prior to quoting.

SECTION 2.04. Conformance with Laws and Standards.

The Contractor shall be familiar and comply with all applicable Federal, State, and local laws, ordinances, codes, and regulations which in any manner affect the Work. The Work shall comply with the latest adopted edition of all applicable codes, standards, and regulations.

Without limiting the generality of the foregoing, the Contractor must comply with all applicable provisions of the California Occupational Safety and Health Act (Labor Code sections 6300 *et seq.*), including, but not limited to, all applicable Title 8 Safety Orders issued by the State of California Occupational Safety and Health Administration (Cal/OSHA). Failure of the SLDMWA to suspend the work or notify the Contractor of the inadequacy of the safety precautions or non-compliance with existing laws and regulations shall not relieve the Contractor of this responsibility.

The mention herein of any specific duty or responsibility imposed upon the Contractor shall not be construed as a limitation or restriction of any other responsibility or duty imposed upon the Contractor by law.

SECTION 2.05. Not Used.

SECTION 2.06. Submittals.

The Contractor shall furnish electronically, unless otherwise required by the SLDMWA, all working drawings including as-built drawings, plans, specifications, descriptive data, certificates, samples, tests, methods, schedules, and manufacturer's instructions as required in the Contract, and any other information required to demonstrate that the materials and equipment to be furnished and the methods of work fully comply with the Contract Documents. If any submittal deviates in any way from the Contract Documents, the Contractor shall clearly identify the deviation and state the reasons. The SLDMWA has absolute discretion whether to accept a deviating submittal.

When requested by the SLDMWA, samples of the proposed materials shall be prepared at the expense of the Contractor and furnished by the Contractor in such quantities and sizes required for proper examination, and with complete information describing type, kind, or size of material, and its source.

All required information shall be provided even if some of the information is considered proprietary. All information the Contractor deems proprietary shall be marked "PROPRIETARY" by the Contractor. If the SLDMWA is requested to provide information so marked, then the SLDMWA will notify the Contractor of the request unless prohibited by law or regulation from doing so. The Contractor shall be responsible for taking any actions it deems necessary or appropriate to protect its information, and shall bear all expense associated with such actions, to protect from disclosure any information marked as proprietary. Contract deliverables SHALL NOT be marked as proprietary.

If the submittal is rejected or returned "REVISE AND RESUBMIT," the resubmittal shall address all comments from the SLDMWA. The Contractor is responsible for the SLDMWA's review costs for each resubmittal after the first resubmittal.

Approval of any submittal shall not relieve the Contractor of responsibility for complying with the Contract Documents, and no deviation is approved unless the SLDMWA has been advised in writing as required and has expressly approved such deviation or conflict in writing.

The Contractor shall make no changes to any approved submittal after it has been returned. Work performed before approval of a submittal shall be done entirely at the Contractor's risk.

SECTION 2.07. Operations and Maintenance (O&M) Submittals.

For use in subsequent operations and maintenance, the Contractor shall furnish, unless otherwise provided for in the Special Provisions, one (1) original and two (2) copies, all bound and indexed, and one bookmarked electronic copy in pdf format, of maintenance and operation information, including all the highest level of factory maintenance manuals (greatest level of detail) that are available to factory representatives. The submittal of maintenance and operation information is required for all mechanical, electrical, instrumentation, control, communications, sound, or special equipment and systems.

SECTION 2.08. Architect's Instruction Bulletins; Field Directives.

The Architect or Engineer may furnish supplemental drawings or instructions to make clear the intent of the Contract. The Architect or Engineer shall have the authority to make minor changes in the Work, not involving any extra cost, and not inconsistent with the overall design of the Project. If extra cost is known to be involved, these instructions will be accompanied by a request for proposal for the added cost associated with the instructions.

The SLDMWA may issue field Directives or other written Directives during the Work. If extra cost is known to be involved, Directives will be accompanied by a request for proposal for the added cost associated with the Directive.

Contractor shall immediately comply with the Architect's or Engineer's instructions and Directives of SLDMWA unless the Contractor believes that the instruction or Directive will require added cost or time to complete. In that event, the Contractor shall notify the SLDMWA in writing of its conclusion and the basis for the conclusion. Further, the Contractor shall, within seven (7) days after receipt of the interpretation, supplemental drawing, instruction or Directive, submit a proposed change order to the SLDMWA specifying in detail in what particulars the Contract requirements were exceeded and the change in cost or time resulting therefrom. When Contractor claims that a Directive or Architect/Engineer instruction is outside the scope of the Contract, Contractor shall not proceed with the disputed Work unless given written direction to do so.

SECTION 2.09. Requests for Information.

Contractor shall prepare a Request for Information (RFI) when additional information, clarification, or interpretation of the Contract Documents is required. Any work undertaken prior to receipt of a response to an RFI will be at the Contractor's risk.

Each RFI shall be numbered consecutively. Each RFI shall clearly describe what is being requested and shall cite relevant portions of the Contract. A recommendation or proposed solution may be included.

The SLDMWA will provide a written response to an RFI, and that response shall control.

Subsequent resubmittals of an RFI shall be identified with the same RFI number and a letter designation. Resubmittals shall clearly state the reason for the resubmittal.

SECTION 2.10. Assignment Of Antitrust Actions.

In accordance with Public Contract Code section 7103.5(b), by execution of the Contract Documents, or any subcontract awarded by the Contractor, the Contractor or any Subcontractor offers and agrees to assign and hereby does assign to the SLDMWA all rights, title, and interest in and to all causes of action the Contractor or Subcontractor may have under Section 4 of the Clayton Act (15 USC Section 15) or under the Cartwright Act (Chapter 2 of Part 2 of Division 7 of the Business and Professions Code, commencing with Section 16700), arising from purchases of goods, services, or materials pursuant to this public works contract or subcontract. This assignment shall be made and shall become effective at the time the SLDMWA tenders payment to the Contractor, without further acknowledgment by the parties. Nothing in this section shall be construed to assign or affect any rights, title, or interest in causes of action arising from purchases of goods, services, or materials not made pursuant to this contract or subcontract. SLDMWA agrees to provide Contractor/Subcontractor with written notice if it initiates any action based on the assigned causes of action.

SECTION 2.11. Unenforceability Of Any Clause.

If any clause or provision of the Contract Documents is held to be unenforceable or invalid, then that provision of the Contract shall be stricken and the remaining portion shall remain in full force and effect.

SECTION 2.12. Conflict Of Interest.

No official, officer, employee, architect, attorney, engineer, or inspector of or for the SLDMWA who is authorized on behalf of the SLDMWA to exercise any executive, supervisory, or other similar function in connection with the construction of the Project shall become directly or indirectly interested personally in this contract or any part thereof.

SECTION 2.13. No Waiver.

No inspection, order, measurement, approval, modification, payment, acceptance of work or material, time extension, or possession of the Work shall waive any of the terms and conditions of the Contract, the powers reserved by the SLDMWA, or any right of the SLDMWA to damages or to reject the Work. No waiver of any breach of this Contract or failure to enforce any Contract requirement shall be construed a waiver of any other or subsequent breach.

All remedies provided in the Contract shall be cumulative and shall be in addition to all other rights and remedies that may exist at law or in equity.

SECTION 2.14. Access to Records.

Upon reasonable notice and during normal business hours, for three (3) years after the termination or completion of the Work, the SLDMWA shall have access to the Contractor’s records. Any such audit shall be limited to: (i) all quotations and purchase orders issued between the Contractor and SLDMWA, (ii) warranty documents, (iii) correspondence between the parties, (iv) SLDMWA’s RFQs, (v) Contractor’s quotations and bids, (vi) Contractor’s invoices to SLDMWA, (vii) proof of delivery, (viii) evidence of payments received by Contractor from SLDMWA, and any other documents exchanged between the parties. Such access shall include the right to examine and audit such records and make excerpts, transcriptions, and photocopies at the SLDMWA’s cost.

SECTION 2.15 No Assignment.

No person other than the party signing the Contract has any claim under the Contract, except as provided in the Contract, except Contractor’s right to receive payment, which may be assigned.

ARTICLE 3. INSURANCE.

The Contractor shall keep in force at all times during the term of the Contract and any guarantee period (or during such longer period specified below), with insurance companies acceptable to the SLDMWA and at the Contractor’s sole expense, the insurance specified below. These insurance requirements do not limit in any way Contractor’s or any Subcontractor’s potential liability for damages resulting from its or their operations under this Contract.

Where insurance is required to include an “additional insured” endorsement, “Additional Insured” shall mean the SLDMWA, the SLDMWA’s Architect or Engineer, the SLDMWA Representative, and each of their officers, officials, directors, trustees, agents, employees, and volunteers.

SECTION 3.01. Commercial General Liability.

Contractor shall provide and require its Subcontractors to provide Commercial General Liability insurance including, but not limited to, protection for premises and operations; claims of bodily injury and broad form property damage liability; personal and advertising injury liability; contractual liability applicable to the Contractor’s assumed liability under the Contract; coverage for explosion, collapse, subsidence, and underground hazards; and products and completed operations liability. Coverage shall be at least as broad as “Insurance Services Office Commercial General Liability Coverage Form CG 0001” or equivalent (occurrence). The policy shall be maintained at all times during the Work and for at least three (3) years following SLDMWA’s acceptance of the Work. The limits of liability shall be not less than:

| | |
|--|--|
| Each Occurrence | One Million Dollars (\$1,000,000) combined single limits for Bodily Injury and Property Damage |
| Personal and Advertising Injury | One Million Dollars (\$1,000,000) |
| Products and Completed Operations Annual Aggregate | Two Million Dollars (\$2,000,000) combined single Limits for Bodily Injury and Property Damage |
| General Annual Aggregate | Two Million Dollars (\$2,000,000) combined single limits for Bodily Injury and Property Damage |
| Fire Damage | One Hundred Thousand Dollars (\$100,000) |

The Contractor shall procure and maintain Products and Completed Operations Coverage with a carrier acceptable to the SLDMWA through the expiration of the patent deficiency in the statute of repose set forth in the Code of Civil Procedure section 337.1, if such period is greater than three (3) years.

“Modified occurrence” or “claims made” policies are not acceptable.

The policy or policies shall include the duty to defend **in addition to** (without reducing) the limits of the policy. The policy shall include coverage for all independent contractors, and shall include “action over” coverage.

SECTION 3.02. Automobile Liability.

Contractor shall provide and require its Subcontractors to provide Automobile Liability insurance providing protection against claims of bodily injury and property damage arising out of ownership, operation, maintenance, or use of owned, leased, hired, and non-owned automobiles as well as trucks and trailers or semi-trailers, including any machinery or apparatus attached thereto. Coverage shall be at least as broad as “Insurance Services Office Business Auto Coverage Form CA 0001,” symbol 1 (any auto) and shall include, without limitation, contractual liability coverage. Additional Insured endorsements must be furnished naming each on a primary and noncontributing basis. The Additional Insured endorsement shall be at least as broad as ISO form CA 20 48 02 99. The limits of liability shall not be less than:

| | |
|--|-----------------------------------|
| Bodily Injury and Property Damage Combined Single Limit | One Million Dollars (\$1,000,000) |
|--|-----------------------------------|

If Contractor transports any hazardous materials, substances, or waste, the automobile liability policy shall include endorsement forms MCS-90 and ISO CA 99 48 or equivalent endorsements providing coverage for environmental and pollution claims.

SECTION 3.03. Workers’ Compensation.

The Contractor and all Subcontractors shall provide Workers' Compensation insurance, with coverage as required by the State of California (unless the Contractor is a qualified self-insurer with the State of California), and Employers' Liability coverage. The limits of Employers' Liability shall not be less than:

| | |
|-----------------------|-----------------------------------|
| Each Accident | One Million Dollars (\$1,000,000) |
| Disease Each Employee | One Million Dollars (\$1,000,000) |
| Disease Policy Limit | One Million Dollars (\$1,000,000) |

The Workers' Compensation policy required hereunder shall be endorsed to state that the Workers' Compensation carrier where allowed by law waives its right of subrogation against the SLDMWA, its officers, officials, employees, agents, or volunteers.

If the Contractor is self-insured, the Contractor shall furnish a Certificate of Permission to Self-Insure by the DIR Administration of Self-Insurance, Sacramento. Contractor shall provide evidence of waiver of its right of subrogation against the SLDMWA, its offices, officials, employees, agents, or volunteers as a self-insurer.

SECTION 3.04. Other Provisions.

1. The Contractor's General Liability, Automobile Liability, and any other insurances required in the Special Provisions shall contain the following provisions:
 - a. Where allowed by law Additional Insured endorsements as respects liability arising out of the activities performed by or on behalf of the Contractor, products and completed operations of the Contractor, premises owned, occupied, or used by the Contractor, or automobiles owned, leased, hired, or borrowed by the Contractor. The policy shall contain no special limitations on the scope of coverage afforded to Additional Insureds. Additional Insured endorsements shall be provided to the SLDMWA.
 - b. The Contractor's insurance coverage shall be primary insurance as respects Additional Insureds and the endorsement shall state that any insurance or self-insurance maintained by Additional Insureds shall be excess and not be called upon to contribute to any loss.

Any failure to comply with reporting or other provisions of the policies on the part of the Contractor, including breaches of warranties, shall not affect coverage provided to the Additional Insureds.

2. The Contractor's General Liability policy shall contain an endorsement stating that any aggregate limits shall apply separately to each project for which the Contractor provides services away from its premises.
3. Contractor's and all subcontractors' insurance policies shall where allowed by law provide that the insurer(s) waive all rights of recovery, by subrogation or otherwise, against the SLDMWA and any Additional Insureds.
4. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy shall not be suspended, voided, cancelled, reduced in scope of coverage or in limits, non-renewed, or materially changed unless the insurer(s) provide thirty (30) calendar days' written notice by certified or overnight mail to the SLDMWA prior to such change. Ten (10) Calendar Days prior written notice shall be given to the SLDMWA in the event of cancellation due to nonpayment of premium.
6. All of the Contractor's insurance coverage, except as noted below, shall be placed with insurance companies with a current A.M. Best rating of at least A-:VII.or equivalent and that are admitted to do business and in good standing in California, unless otherwise approved by the SLDMWA.

Exception: Workers' Compensation which is provided through a State Compensation Insurance Fund or a qualified self-insurer for Workers' Compensation under California law.

7. The Contractor shall sign and file with the SLDMWA the following certification prior to commencing performance of the work of the Contract:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the Work of this Contract."

Said certification is included in the Contract, and signature and return of the Contract shall constitute signing and filing of the said certification.

8. If any Contractor or subcontractor insurance policy has limits higher than those required herein, the full policy limits shall be available to the SLDMWA.
9. If the Contractor fails to maintain required insurance, the SLDMWA, at its discretion, may procure any or all such insurance and deduct the premiums for such insurance from any sums otherwise due the Contractor. Failure of the SLDMWA to obtain such insurance shall in no way relieve the Contractor from any of the Contractor's responsibilities under the Contract.

The failure of the SLDMWA to enforce in a timely manner any of the provisions of this Section 3.04 and/or any of its subsections shall not act as a waiver to enforcement of any of these provisions at any time during the term of the Contract.

SECTION 3.05. Deductibles and Self-Insured Retention.

Intentionally omitted.

SECTION 3.06. Subcontractors' Insurance.

The Contractor shall require all of its Subcontractors to maintain adequate insurance in accordance with the policy limits and other requirements specified above and to provide Contractor proof of such insurance before commencing any work. If requested by the SLDMWA, the Contractor shall deliver certificates of insurance or copies of the insurance policies and endorsements of all Subcontractors.

SECTION 3.07. Notification of Accident or Occurrence.

The Contractor shall report by telephone and email to the SLDMWA within twenty-four (24) hours and also report in writing to the SLDMWA within fifteen (15) Calendar Days after the Contractor or any Subcontractors or agents have

knowledge of any accident or occurrence involving death of or injury to any person or persons, or damage in excess of ten thousand dollars (\$10,000) to the Work, property of the SLDMWA or others, arising out of any work done by or on behalf of the Contractor as part of the Contract. Such report shall contain:

1. The date and time of the occurrence,
2. The names and addresses of all persons involved, and
3. A description of the accident or occurrence and the nature and extent of injury or damage.

The report to be provided within 24 hours shall include as much information as is available at the time.

The Contractor shall furnish the SLDMWA with a copy of the Employer's Report of Injury immediately following any incident requiring the listing of said report on the OSHA Log during the prosecution of the Work under this Contract. The Contractor shall also furnish the SLDMWA with a copy of the Employer's Report of injury involving any Subcontractor on the Project.

SECTION 3.08. Notification of Claim.

Contractor shall promptly notify the SLDMWA of any claim for damages or lawsuit instituted against the Contractor that arises out of or is in any way connected with the Contractor's performance under this Contract. Prompt notice is no later than thirty (30) Calendar Days following the date of receipt of a claim or ten (10) Calendar Days following the date of service of process of a lawsuit.

ARTICLE 4. CONTROL AND PERFORMANCE OF WORK.

SECTION 4.01. Supervision.

The Contractor shall be solely responsible for supervising all work, including being responsible for all means, methods, techniques, and procedures and for coordinating all portions of the Work under the Contract.

The Contractor shall be responsible for protecting its Work, including any materials and equipment on the Site, and securing and protecting the Site until acceptance of the Work.

SECTION 4.02. Allowable Times and Hours of Work.

Unless otherwise approved by the SLDMWA in writing or in the event of an emergency, no work shall be done between 6 p.m. and 7 a.m., or on Saturdays, Sundays, or Legal Holidays ("Off Period Time"). A written request to work during Off Period Time must be submitted at least two (2) Working Days before the intended work. The SLDMWA may place conditions on any approval of work during Off Period Time and may revoke prior authorization to work during Off Period Time.

SECTION 4.03. Subcontractors.

The Contractor is obligated to use each Subcontractor listed in the Agreement for the portion of work for which the Subcontractor is listed and to comply with the Subletting and Subcontracting Fair Practices Act, Public Contract Code sections 4100 *et seq.* (the "Act") if substitution is requested.

Pursuant to Public Contract Code section 6109, a Contractor may not perform work with a Subcontractor who is ineligible to perform work on public works projects pursuant to Labor Code Section 1777.1.

Copies of all unpriced purchase orders shall be available to the SLDMWA upon written request.

SECTION 4.04. Unsatisfactory Employees or Subcontractors.

The Contractor shall, when requested by the SLDMWA, immediately remove from the Work site any worker that the SLDMWA deems to be unsatisfactory and shall not again employ the removed worker on the Work.

SECTION 4.05. Daily Reports.

The Contractor shall maintain daily reports, which shall include, without limitation, Subcontractors on the site, number of workers on the site, type and amount of equipment on the site, materials delivered to the site, visitors to

the site, work performed, weather conditions, and any problems encountered. The Contractor shall provide the daily reports to the SLDMWA weekly, *except that* daily reports documenting extra work shall be provided daily.

SECTION 4.06. Cooperation with Other Contractors.

The Contractor shall conduct operations to minimize interference with the work of SLDMWA employees or contractors engaged by the SLDMWA and/or adjacent property owners.

SECTION 4.07. Safety Requirements.

The Contractor shall conform to all applicable occupational safety and health standards, rules, regulations, and orders and shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work, for maintaining all safety and health conditions related to the Services on the site, and for ensuring against and/or correcting any hazardous conditions on the site. The Contractor's superintendent, or other designated member of its organization at the site, shall be responsible for the prevention of accidents and overall jobsite safety. The Contractor shall submit to the SLDMWA a written safety program acceptable to the SLDMWA. The Contractor shall have on record with the SLDMWA twenty-four (24) hour emergency contact telephone numbers for 1) a representative with authority to make decisions in response to an emergency at the Project and 2) the Contractor's safety representative. If the Contractor's representative and the safety representative are the same person, then the Contractor shall designate a second, back-up emergency contact.

In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without previous instructions or authorizations from the SLDMWA, is authorized and shall act at its discretion and risk to prevent such threatened loss or injury. The Contractor shall immediately notify the SLDMWA, and thereafter shall comply with any instructions issued by the SLDMWA. The Contractor shall bear all costs of that action unless the emergency was entirely outside of the control of the Contractor or those for which the Contractor is responsible.

SECTION 4.08. Surveys.

The Contractor shall be responsible for performing all necessary surveys to lay out and control the Work to the locations, elevations, lines, and dimensions shown or specified in the Contract Documents. Any deviations must receive prior written approval of the SLDMWA.

SECTION 4.09. Not Used.

SECTION 4.10. Utilities.

Unless otherwise specified in the Contract, the Contractor shall maintain in service all drainage, water, gas, sewer lines, power, lighting, telephone conduits, and any other surface or subsurface utility structure that may be affected by the Work. However, the Contractor, at its cost, may arrange with the SLDMWA to temporarily disconnect service lines or other facilities along the line of the Work.

Under Government Code Section 4215, the SLDMWA will engage a licensed contractor to locate and repair damage that is not due to the failure of the Contractor to exercise reasonable care, removing, relocating, or protecting existing main or trunk line utility facilities not indicated in the Plans and Specifications with reasonable accuracy. The SLDMWA will compensate Contractor for equipment on the Work necessarily idled during such work. The SLDMWA will not be liable for any further or additional costs resulting directly or indirectly from any such occurrence. The Contractor shall notify the affected utility of any contact, scrape, dent, nick, or damage to their facility, whether or not indicated on the Plans and Specifications. Any operator or excavator who knowingly, willfully, or negligently violates Government Code Section 4215 is subject to a civil penalty.

The SLDMWA is not required to indicate the presence of existing utility services, laterals, or appurtenances whenever their presence can be inferred from other visible facilities such as buildings, meters, junction boxes, valves, service facilities, identification markings, and other indicators on or adjacent to the Work.

If the Contractor discovers utilities not identified in the Plans or Specifications, the Contractor shall immediately notify the SLDMWA and the utility owner by the most expeditious means available and later confirm in writing.

SECTION 4.11. Inspection and Testing.

All work and materials furnished pursuant to the Contract shall be subject to inspection and testing by the SLDMWA. Inspection of the Work does not excuse the Contractor from fulfilling all Contract requirements. When requested by the SLDMWA, test specimens shall be prepared at the expense of the Contractor and furnished by the Contractor in such quantities and sizes required for testing.

Any work, materials, or equipment not meeting the requirements and intent of the Contract Documents will be rejected and must be corrected at the Contractor's expense.

The Project Inspector shall have the authority to order the work designated for inspection stopped if a determination is made that work is proceeding in violation of the Contract Documents or any orders issued by the SLDMWA, its representatives, or the Architect or Engineer. The stopped work shall not resume until the Architect or Engineer determines whether it is compliant and/or directs corrective action. The failure of the Project Inspector to order the work stopped does not excuse the Contractor from complying with the Contract Documents for that work.

The Contractor may be required to uncover or take down completed portions of the Work to allow for re-inspection. The Contractor shall pay all costs incurred if defective work is discovered. If the uncovered work is found not to be defective, then the SLDMWA will pay the costs of uncovering and restoring the Work unless the Work initially was covered without inspection.

The Contractor shall notify the SLDMWA of the time and place of any tests, no less than five (5) Working Days' notice, and submit test procedures a reasonable time in advance of any tests that are required by the Contract.

No inspection or approval shall waive any of the terms and conditions of the Contract, the powers reserved by the SLDMWA, or any right of the SLDMWA to damages or to reject the Work in whole or part.

SECTION 4.12. Cleaning Up.

The Contractor shall keep the site of the Work in a presentable condition, dispose of any surplus materials, keep roadways reasonably clear of dirt and debris, and keep all sidewalk and other pedestrian areas clear of dirt, loose gravel, debris and any tripping hazards, to the satisfaction of the SLDMWA.

The Contractor shall also keep the work site cleaned of all rubbish, excess material, and equipment. All portions of the work shall be left in a neat and orderly condition prior to requesting final inspection.

SECTION 4.13. Right To Retain Imperfect Work.

If any portion of the work done or materials or equipment furnished under the Contract shall not be in accordance with the Contract Documents, then the SLDMWA shall have the right to retain the work, materials, or equipment instead of requiring it to be repaired or replaced, and the SLDMWA shall be entitled to a deductive change order to compensate for the reduction in value of the Work.

ARTICLE 5: NOT USED.

ARTICLE 6. LABOR PROVISIONS

SECTION 6.01. Nondiscrimination.

The Contractor shall comply with Section 1735 of the Labor Code, which provides as follows:

A contractor shall not discriminate in the employment of persons upon public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as otherwise provided in Section 12940 of the Government Code. Every contractor for public works who violates this section is subject to all the penalties imposed for a violation of this chapter.

SECTION 6.02. Hours of Labor.

Eight (8) hours of labor shall constitute a legal day's work and the Contractor or any Subcontractor under the Contractor, in the execution of the Contract, shall not require more than eight (8) hours of labor in any Calendar Day, and forty (40) hours of labor in any calendar week, from any person employed by the Contractor in the performance of the Work under the Contract, except as permitted under the provisions of California Labor Code Sections 1810 through 1815. The Contractor shall forfeit, as penalty to the SLDMWA, the amount specified in Labor Code section 1813 for each worker employed by the Contractor or any Subcontractor under the Contractor in the execution of the Contract for each Calendar Day during which any worker is required or permitted to labor more than eight (8) hours and for each calendar week during which any worker is required or permitted to labor more than forty (40) hours in violation of the provisions of Labor Code Sections 1810 to 1815.

Overtime shall be paid at the rate of not less than one and one half (1 1/2) times the basic rate of pay, or at such higher rate as may be required by the DIR, applicable statutes, or collective bargaining agreements.

The SLDMWA reserves the right to approve or disapprove the days scheduled for work, and the hours during which work is in progress. Overtime and shift work may be established by the Contractor with reasonable notice and the written permission of the SLDMWA. No work other than overtime and shift work shall be done between the hours of 6:00 p.m. and 7:00 a.m., except such work as is necessary for the proper care and protection of the work already performed, in case of an emergency, or as approved in writing by the SLDMWA. Failure of the Contractor to perform the work in accordance with this policy shall be deemed to be a failure on the Contractor's part to comply with the Contract and is cause for termination.

SECTION 6.03. Prevailing Wage.

Pursuant to Labor Code Section 1772, workers employed by contractors or subcontractors in the execution of any contract for public work are deemed to be employed upon public work as defined in Labor Code Sections 1720 through 1725. Therefore, the Contractor and all Subcontractors on the Project shall pay not less than the prevailing rate of per diem wages, including, but not limited to, overtime, Saturday, Sunday, and holiday work, travel and subsistence, as determined by the Director of the DIR pursuant to Labor Code Section 1773. Copies of such prevailing rate of per diem wages are available upon request at the office of the SLDMWA at 15990 Kelso Road, Byron, CA 94514 or on the Internet at <http://www.dir.ca.gov/OPRL/PWD>.

The Contractor shall obtain and post copies of these prevailing wage rates in a prominent place at the job site, in accordance with the regulations of the DIR.

The responsibility to check prevailing wage rates is the Contractor's. Pursuant to Labor Code Section 1773.4 the Contractor may file with the Director of DIR or the Chief of the Division of Labor Standards Enforcement ("DLSE") a petition to review a determination of any rate or rates made by the Director of DIR. The Contractor may also petition the Director of DIR to make a determination for a particular craft, classification, or type of work not covered by a general determination. Pending the review or determination, the wages may be assumed to be those in the applicable collective bargaining agreement, but no adjustment in the Contract Sum shall be made if such assumption is incorrect.

The wage rates determined by the Director of the California DIR refer to expiration dates. Prevailing wage determinations with a single asterisk (*) after the expiration date that are in effect on the date of Notice Inviting Bids remain in effect for the duration of the Project. Prevailing wage determinations with double asterisks (**) after the expiration date indicate that the basic hourly wage rate, overtime and holiday wage rates, and employer payments to be paid for work performed after this date have been determined. If work extends past this date, the new rate shall be paid and should be incorporated in contracts entered into for the Project. The Contractor should contact the DIR as indicated in the prevailing wage determinations to obtain predetermined wage changes. All determinations that do not have double asterisks (**) after the expiration date remain in effect for the duration of the Project.

The Contractor agrees that in the event of underpayment of wages to any employee on the Project, whether by the Contractor or any Subcontractor, the SLDMWA may retain from payments due to the Contractor an amount sufficient to pay such worker the difference between the wages required to be paid by the DIR and the wages actually paid such worker for the total number of hours worked. The SLDMWA may disburse such retention to such employees.

For each worker paid less than the applicable prevailing wages for any work done under this Contract by the Contractor or any Subcontractor, the Contractor shall forfeit to the SLDMWA as a penalty the sum determined by the Labor Commissioner in accordance with the considerations set forth in Labor Code Section 1775, over and above any retention or withholds otherwise authorized by the Contract. If a worker employed by a Subcontractor is paid less than the prevailing wages by the Subcontractor, the Contractor is not subject to this penalty assessment if the Contractor can demonstrate that it did not have knowledge of that failure of the Subcontractor to pay the prevailing wages and that it strictly complied with the requirements of Labor Code Section 1775(b). In addition to applicable penalties, the Contractor or Subcontractor shall pay each worker the difference between the prevailing wage and the amount paid for every hour the worker was paid less than the prevailing wage.

SECTION 6.04. Payroll Records.

Contractor shall comply with Labor Code Section 1776. Regulations implementing Section 1776 are located in Section 16000 and Sections 16401 through 16403 of Title 8, California Code of Regulations. The Contractor shall be responsible for compliance by all Subcontractors on the Project.

The Contractor and Subcontractors shall keep accurate payroll records, showing the name, address, Social Security number, work classification, dates of payroll period, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and by each Subcontractor in connection with the Work. Such records shall be certified under penalty of perjury that the information contained in the payroll record is true and correct and that the employer has complied with the requirements of Labor Code sections 1771, 1811, and 1815 for any work performed by its employees, and shall be available for inspection at all reasonable hours at the principal offices of the Contractor and Subcontractors in a manner set forth in Labor Code Sections 1776 and 1812.

The Contractor and Subcontractors shall file a certified copy of the records enumerated above with the SLDMWA as a condition of receipt of payment of the Contract Sum. The Contractor shall be held responsible for all Subcontractors' compliance with this requirement.

Failure to submit timely, complete certified payrolls shall subject the Contractor and/or Subcontractor to the penalties specified in subdivision (h) of Labor Code section 1776, which penalties may be deducted from progress payments to the Contractor.

The Contractor shall not carry on its payrolls any person not actually employed by the Contractor, nor shall it carry on its payrolls employees of a Subcontractor. The Contractor shall show on its payrolls all persons actually employed by the Contractor on the Project, in any capacity. The Contractor shall supervise all Subcontractors to ensure that all Subcontractors comply with this Section.

In accordance with Government Code Section 8546.7, or any amendments thereto, all books, records, and files of the Contractor, or any Subcontractor connected with the performance of this Contract, shall be subject to examination and audit by the California State Auditor and/or by the United States Department of Labor. Contractor shall preserve and cause to be preserved such books, records and files for a period of three (3) years after final payment unless additional time is requested by the California State Auditor or the United States Department of Labor.

SECTION 6.05. Additional Requirements for Labor Compliance.

The Contractor shall comply with all applicable and current requirements of the DIR and the DLSE, including without limitation the following additional requirements, and shall cause all Subcontractors on the Project, whether under contract with the Contractor or under contract with any Subcontractor, to comply.

The records kept by the Contactor and all subcontractors of the hours and wages of all employees employed on Project also shall be open at all times for inspection by the DIR and DLSE, in accordance with Sections 1776 and 1812 of the Labor Code. Such records shall be furnished within 10 days of any separate request by the DIR or DLSE.

On a random basis and at such other times as it deems appropriate, the DIR also may confirm the accuracy of payroll reports, including by corroboration of information in payroll reports through independent sources, including without limitation worker interviews, examination of any time and pay records found within the definition of “Payroll Records” in section 16000 of Title 8 of the California Code of Regulations, direct verification of “Employer Payments” (as defined at section 16000 of Title 8 of the California Code of Regulations) through third-party recipients of those payments, or any other legal and reasonable method of corroboration. As part of its confirmation process, the DIR may require the Contractor and any of its subcontractors to furnish for inspection itemized statements prepared in accordance with Labor Code Section 226. The DIR may conduct random confirmation based on a recognized statistical sampling of the records submitted.

The DIR may conduct in-person inspection(s) at the site or sites at which the Work of the Project is being performed (“On-Site Visits”). On-Site Visits may include visual inspection of required job site notices, including but not limited to (1) the determination(s) of the Director of DIR of the prevailing wage rate of per diem wages required to be posted at each job site in compliance with Labor Code Section 1773.2; (2) the Notice of pay days and time and place of payment required by Labor Code Section 207; and (3) any other notices prescribed by law. On-Site Visits may also include inspections of records, inspections of the work site and observation of work activities, interviews of workers and others involved with the Project, and any other activities deemed necessary by the DIR to ensure compliance with prevailing wage requirements. In accordance with Labor Code Section 90, the Labor Commissioner and his deputies and agents shall have free access to any construction site or other place of labor and may obtain any information or statistics pertaining to the lawful duties of the Labor Commissioner, including but not limited to evidence of compliance with Labor Code Section 226 (itemized wage statements for employees) and any other laws enforced by the Labor Commissioner.

In accordance with Section 16463 of Title 8 of the California Code of Regulations (“8 CCR Section 16463”), the SLDMWA may, on its own or if required by the Labor Commissioner, withhold funds due to the Contractor when payroll records are delinquent or inadequate. The amount withheld shall be those payments due or estimated to be due to the Contractor or Subcontractor whose payroll records are delinquent or inadequate, plus any additional amount that the Labor Commissioner has reasonable cause to believe may be needed to cover a back wage and penalty assessment against the Contractor or Subcontractor whose payroll records are delinquent or inadequate. The Contractor shall cease all payments to a Subcontractor whose payroll records are delinquent or inadequate until the Labor Commissioner provides notice that the Subcontractor has cured the delinquency or deficiency. When payments are withheld under 8 CCR Section 16463, the Labor Commissioner will provide the Contractor and Subcontractor, if applicable, with immediate written notice that includes all of the following: (1) a statement that payments are being withheld due to delinquent or inadequate payroll records, and that identifies what records are missing or states why records that have been submitted are deemed inadequate; (2) specifies what amounts the SLDMWA has been directed to withhold; and (3) informs the Contractor or Subcontractor of the right to request an expedited hearing to review the withholding of payments under Labor Code Section 1742, limited to the issue of whether the records are delinquent or inadequate or the Labor Commissioner has exceeded his or her authority under 8 CCR Section 16463. Where the violation is by a Subcontractor, the Contractor shall be notified of the nature of the violation and reference shall be made to Contractor’s rights to withhold or recover payments from the Subcontractor under Labor Code Section 1729. The withholdings under 8 CCR Section 16463 do not preclude assessment of penalties under Labor Code Section 1776(g) for failure to timely comply with a written request for certified payroll records, as set forth above.

SECTION 6.06. Apprentices.

Attention is directed to the provisions of Sections 1777.5, 1777.6, and 1777.7 of the Labor Code concerning the employment of apprentices by the Contractor or any Subcontractor. Violation of Sections 1777.5 or 1777.6 shall subject the Contractor and/or Subcontractor to the penalties set forth in Section 1777.7 of the Labor Code and/or otherwise provided by law or Contract.

Information relative to apprentice standards, wage schedules, and other requirements may be obtained from the Director of DIR, *ex officio* the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices and/or on the OPRL website at www.dir.ca.gov/OPRL/PWD. Apprentices employed on the Project must at all times work with or be under the direct supervision of one or more journeypersons.

SECTION 6.07. Not Used.

SECTION 6.08. Not Used.

SECTION 6.09. Not Used.

ARTICLE 7. DELAYS, TIME ADJUSTMENTS, AND COMPLETION.

SECTION 7.01. Notice of Delays.

The Contractor shall immediately notify the SLDMWA in writing delivered by personal delivery, overnight mail by recognized commercial carrier (e.g. FedEx), or email with confirmation of receipt, if the Contractor foresees or learns of any delay in the Work. The written notice shall be provided to the SLDMWA no later than three (3) Working Days after Contractor learns of the event that causes the delay. The Contractor shall describe in this notice the nature and cause of the delay and shall state the probability of the delay occurring (if foreseen). Oral notification of delays is insufficient. **Contractor waives any and all claims for time extensions and/or monetary compensation based on delay if notice is not provided as described above.**

In the event of a continuing delay, the Contractor is required to give only one notice.

SECTION 7.02. Inexcusable Delays.

The Contractor shall not receive any time extensions or additional monetary compensation for inexcusable delays. Inexcusable delays include, but are not limited to, the following:

1. Delays that do not prevent the completion of the whole Work within the Contract Time.
2. A reasonable time for the SLDMWA to perform its Contract responsibilities.
3. Delays that could have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or Subcontractors.

SECTION 7.03. Excusable Delays.

The Contractor may be granted an extension of Contract Time for excusable delays, which are those that are beyond the Contractor's control; could not be prevented by the exercise of care, prudence, foresight, and diligence; and when the Work cannot be completed within the Contract Time.

The Contractor shall not receive any additional monetary compensation due to excusable delays unless the SLDMWA determines that the excusable delay resulted from an SLDMWA act or unusual site conditions. The Contractor shall also not receive any additional monetary compensation due to excusable delays under the following circumstances:

1. The Contractor could have reasonably anticipated the delay and avoided the cost impacts of it.
2. When there are two (2) or more concurrent delays and at least one does not qualify for monetary compensation under Section 7.12.
3. The excusable delay does not delay overall completion of the Work.

With respect to weather delays, the Contractor will be allowed a time extension if the SLDMWA concludes that inclement or unsuitable weather or its effects prevents working on the current critical path task for at least five (5) hours during the shift.

Pursuant to Government Code Section 4215, delay in completing the Project caused by the failure of the SLDMWA or the owner of utility facilities located on the Project site to provide for removal or relocation of such facilities shall be an Excusable Delay.

SECTION 7.04. Compensable Delays.

The Contractor may receive both an extension of time and compensation for increased general conditions costs due to a “Compensable Delay,” which is one that is beyond Contractor’s control; unreasonable under the circumstances; that could not be prevented by the exercise of care, prudence, foresight, and diligence; when completion of the Work is delayed; and that is caused solely by the wrongful acts of the SLDMWA or its agents. Notwithstanding the foregoing, the Contractor shall not be entitled to any additional general conditions costs or time extension to the extent that a Compensable Delay is concurrent with an Inexcusable Delay. Except as provided herein, the Contractor shall have no claim for damage or compensation for any delay, interruption, hindrance, or disruption.

SECTION 7.05. Extension of Time.

Subject to compliance with the required contractual provisions, the Contractor will be allowed a time extension to complete the Work equal to the delay the Contractor establishes less any time when an Inexcusable Delay was concurrent with the Excusable or Compensable Delay. If the time extension is compensable, the Contract Sum also will be adjusted.

SECTION 7.06. Liquidated Damages.

Intentionally omitted.

SECTION 7.07. Not Used.

SECTION 7.08. Final Inspection and Acceptance.

When the Contractor considers the Work complete, including all required documentation having been submitted to the SLDMWA, the Contractor shall request inspection the Work. If, following inspection, the SLDMWA does not consider the Work complete, the SLDMWA will notify the Contractor in writing and provide a list of items to be completed or corrected (“deficiency list” or “punch list”). Immediately upon being provided a punch list, the Contractor shall proceed to correct or complete the items on the list.

The Contractor shall notify the SLDMWA in writing when it believes that it has corrected all items on the punch list. The SLDMWA will again inspect the Work and update the punch list if it deems the Work is not complete.

The SLDMWA will accept the Work if it finds the Work and all required corrections acceptable, including without limitation receipt of O&M manuals, the Guarantee Form, and any other close-out documents required by the Contract Documents. Acceptance by the SLDMWA begins warranty periods.

ARTICLE 8. NOT USED

ARTICLE 9. CHANGES AND CLAIMS

SECTION 9.01. Ordering of Changes.

The SLDMWA may order or direct a change in writing, including without limitation through a Directive, during the Work. If the Contractor contends that a Directive or other order by the SLDMWA will cause a change in the Contract Time or Contract Sum, then the Contractor shall so notify the SLDMWA in writing before performing the changed Work and no more than five (5) days after receipt of the order or Directive; performance of the changed Work without such prior notice waives the Contractor’s right to recover any additional time or compensation for the change. The SLDMWA will direct the Contractor in writing whether to proceed with any Work the Contractor timely claims to have a time or cost impact. For any order or Directive that the Contractor does not claim involves a change in the Contract Sum or Contract Price, the Contractor shall immediately comply with the order or Directive.

If the SLDMWA and Contractor agree to any adjustment to the Contract Sum and/or the Contract Time, then the adjustment will be formalized in a Change Order.

SECTION 9.02. Unusual Site Conditions.

The Contractor shall promptly upon discovery, and before the following conditions are disturbed, notify the SLDMWA, in writing, of any:

1. Material that the Contractor believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
2. Subsurface or latent physical conditions at the site differing from those indicated in the Contract.
3. Unknown physical conditions at the site of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

Upon receipt of notice from the Contractor, the SLDMWA shall promptly investigate the conditions. If the conditions do materially so differ or do involve hazardous waste, and the conditions cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work, then the SLDMWA shall issue a Change Order or Directive addressing the change.

If the SLDMWA and the Contractor disagree as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall proceed with all work to be performed under the Contract Documents and may submit a claim as provided in the Contract Documents.

SECTION 9.03. Proposed Contract Changes; Agreement as to Change Order.

If requested by the SLDMWA, the Contractor shall provide a proposed change order with a cost and/or time proposal for a proposed change to the Work, supported by complete details of all Contractor, Subcontractor, vendor, or supplier costs and time impacts. The Contractor shall provide the proposed change order within the time requested, or within five (5) Working Days if no time is specified. The SLDMWA will either accept the proposed change and issue a Change Order or notify the Contractor of any dispute with the proposed change to the Contract Time or Contract Sum.

The SLDMWA may issue a Change Order if it concludes that a change to the Contract Sum or Contract Time is necessary. If the Contractor signs the Change Order, then the Contractor has agreed to the time and cost impacts stated in the Change Order. If the Contractor does not sign a Change Order issued by the SLDMWA, then the Contractor shall notify the SLDMWA of any dispute with the proposed change.

The Contractor shall not be entitled to any adjustments in either Contract Sum or Contract Time for changed Work performed before either (a) receipt of written direction from the SLDMWA to perform the Work after the Contractor has notified the SLDMWA that it believes that a Directive or other direction requires changes to the Work or Contract Time, or (b) a Change Order approved by the SLDMWA.

If the Contractor and the SLDMWA have not agreed as to whether a change impacts the Contract Time or Contract Sum or the amount of such change, then the Contractor must immediately begin keeping Force Account records of the Work.

SECTION 9.04. Payment For Changes.

If the Contractor and the SLDMWA do not agree to payment for a change on a lump sum or unit price basis, then the Contractor shall be entitled to payment for the changed Work on a Force Account basis, as follows.

The Contractor shall keep and present, in a form acceptable to the SLDMWA, a complete and correct accounting of all costs associated with the change, including all pay records, vouchers, invoices, etc. The Contractor will be paid for labor, materials, and equipment actually used during the performance of the changed Work, as discussed further below.

To facilitate agreement, the Contractor shall notify the SLDMWA not less than four (4) hours prior to starting Force Account work. The Contractor shall submit Daily Work Reports (DWRs) for signature not later than 9:00 a.m. the day following performance of any Force Account work. DWRs shall list names of all Contractor's staff, the staff person's craft or trade, all craft or trade labor hours, and all material and equipment used and claimed to be Force Account. If

the DWRs include work related to more than one change, then the labor, material, and equipment shall clearly identify the change to which it relates. The Contractor shall use the DWRs in preparing billings for Force Account work.

SECTION 9.04A. Labor on Force Account.

The Contractor will be paid the cost of direct labor used in the actual and direct performance of the changed work. Except as otherwise provided, the Contractor will receive no additional compensation for overtime work without prior written authorization from the SLDMWA. The cost of labor will be the sum of the following:

- Actual Wages: Charges for labor will be the Contractor's actual payroll costs for labor of any classification, including employer payments to or on behalf of the workers for health and welfare, pension, vacation, and similar purposes.
- Labor Surcharge: A twenty-six percent (26%) surcharge for taxes, insurance, and all other payments made to or on the behalf of the employee shall be added to the actual wages.
- Subsistence and Travel: The SLDMWA will pay the Contractor for actual subsistence and travel allowance costs associated with the changed work required by labor agreements or acceptable to the SLDMWA. Documentation must be provided to the SLDMWA.

SECTION 9.04B. Materials on Force Account.

Payment will be for the purchaser's actual cost of supplier or vendor furnished materials documented by invoices. The SLDMWA reserves the right to purchase materials for the changed Work.

SECTION 9.04C. Equipment on Force Account.

The prices paid for equipment directly and solely required for performance of the changed work will be either the actual, reasonable rental rate documented by invoices or those listed in the current edition of the Caltrans publication, "Labor Surcharge and Equipment Rental Rates." If the equipment is not shown in this publication, the Contractor shall be paid such hourly rental rates as are agreed upon by the Contractor and the SLDMWA prior to use of the equipment, plus thirty-three and one-third percent (33-1/3%) for the cost of fuel, oil, lubrication, and field repairs and maintenance. In no case shall the rental rates exceed those of established distributors or equipment rental agencies serving the area.

The rate paid for the use of equipment constitutes full compensation to the Contractor for all costs, including fuel, power, oil, lubrication, supplies, small tools, small equipment, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, labor (except for equipment operators) and any and all costs to the Contractor incidental to the use of such equipment for the changed work.

Payment will not be made for the equipment while it is inoperative due to breakdowns or for time in which no changed work was performed. Payment for rentals will include time required to move equipment to the changed work from the rental source and to return it to the source. However, no moving, loading, or transportation costs will be paid if the equipment is used for any other portion of the Work.

Individual tools and pieces of equipment having replacement value of five hundred dollars (\$500) or less shall be considered tools or small equipment and no payment will be made for those pieces of equipment.

SECTION 9.04D. Subcontracts on Force Account.

Subcontract costs shall be the actual cost to the Contractor for work performed by a Subcontractor and supported by invoices. Notwithstanding the foregoing, the SLDMWA reserves the right to reject any Subcontractor cost which materially differs from the above Force Account provisions unless the SLDMWA approved the deviating cost in writing prior to the Subcontractor cost being incurred.

SECTION 9.04E. Markups on Force Account.

Only the direct costs directly attributable to the performance of the changed work shall be allowed. All other costs shall be included in the allowed markups, including, but not limited to, profit, home office and field overhead, jobsite

indirect costs, extended overhead, jobsite office personnel, general field superintendence, general engineering, supervision of labor, bond and insurance premiums, and general field expense, and shall constitute full compensation for all costs not included as actual labor, materials, equipment, or Subcontractor costs. Markups for changed work shall not exceed the following:

| | |
|---------------------|-----|
| Labor | 15% |
| Materials | 10% |
| Equipment Rental | 10% |
| Bonds and Insurance | 2% |

The Contractor or Subcontractor, whomever actually performs the changed work, may add the markups to the total of allowable costs. When a Subcontractor performs work, the Contractor and any higher tiered Subcontractor may add as mark-up to the total of allowable costs an amount not to exceed five percent (5%), which markup shall not be applied to any markups charged by the Subcontractor.

When the SLDMWA is entitled to credit for deleted work, a ten percent (10%) credit for deleted overhead of the Contractor or Subcontractor, as applicable, will be added to such credit.

SECTION 9.05. Limitations on Payments for Changed Work.

The SLDMWA will not pay the Contractor costs in excess of prevailing market values, unless the Contractor can establish, to the satisfaction of the SLDMWA, that the Contractor has investigated all possible means of providing the work and that the excess costs could not be avoided.

SECTION 9.06. Effect on Sureties of Changes to the Work.

No alterations, time extensions, extra or additional work, or other changes shall affect the sureties' obligations.

SECTION 9.07. Disputes.

If the Contractor and SLDMWA fail to agree whether a Directive or other order is within the scope of the Contract, the amount of any agreed change, or otherwise dispute matters arising under the Contract Documents, these disputes provisions shall apply. The Contractor shall not stop performing the Work pending resolution of a dispute, unless so ordered in writing by the SLDMWA.

SECTION 9.07A. Notice of Potential Claim.

The Contractor shall not be entitled to payment of any additional compensation (whether money or time) for any cause unless the Contractor has given the SLDMWA timely written notice of potential claim ("NOPC") setting forth the reasons for which the Contractor believes additional monetary compensation and/or time is due, the nature of costs and/or time involved, and, insofar as possible, the amount of the potential claim.

The Contractor shall provide a written NOPC to the SLDMWA upon discovery of any disagreement, situation, or occurrence that may result in a claim, including but not limited to changes in work and delays. The NOPC shall be submitted no more than ten (10) Working Days after the discovery or occurrence of any event that may be the basis for a claim for additional compensation or additional time. **Failure to timely submit the NOPC waives any Claim that Contractor may otherwise have had the right to submit based on the underlying occurrence or event.**

SECTION 9.07B. Claims.

Claims shall be subject to the requirements of Public Contract Code sections 20104 *et seq.* and 9204. A summary of those provisions is set forth below. To the extent that the summary below is inconsistent with any requirement of those statutes, the statutes shall control. The terms below are intended to be consistent with the governing statutes, and any modifications shall be understood as lawful modifications or additions to the statutory requirements if possible.

SECTION 9.07B1. Definitions.

“Claim” means a separate demand by the Contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) payment by the public entity of money or damages arising from work done by, or on behalf of, Contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) payment of an amount that is disputed by the SLDMWA.

“Mediation” means any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation.

“Public works contract” or “public works project” means any project meeting the definition of Labor Code section 1720(a), including subsection (a)(2), whether or not the project involves the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

“Subcontractor” means any type of contractor who either is in direct contract with the Contractor or is a lower tier subcontractor.

SECTION 9.07B2. Claims Procedure.

All Claims under this Contract shall be resolved using the following procedure.

1. The Claim shall be in writing and include the documents necessary to substantiate the Claim as set forth in Section 9.17C. Unless a different time is stated in the Contract Documents, Claims must be filed not later than thirty (30) Calendar Days after the proposed final payment request is returned to the Contractor by the SLDMWA. Any Claim shall be certified under penalty of perjury and in compliance with the California False Claims Act, as set forth in Section 9.17C below. Failure to include these required certifications will constitute grounds for immediate rejection of the Claim and shall be deemed a waiver and absolute bar of the Claim, including any right to pursue the Claim further.
2. If a Subcontractor, including a lower tier Subcontractor, lacks legal standing to assert a Claim against the SLDMWA because privity of contract does not exist, then the Contractor may present a Claim on behalf of such a Subcontractor. A first-tier Subcontractor may request in writing, either on its own behalf or on behalf of a lower tier Subcontractor, that the Contractor present a Claim on behalf of the Subcontractor for work that was performed by the Subcontractor. The Subcontractor requesting that the Claim be presented shall furnish reasonable documentation to support the Claim. Within 45 days of receipt of this written request, the Contractor shall notify the Subcontractor in writing as to whether the Contractor presented the Claim and, if the Contractor did not present the Claim, provide the Subcontractor with a statement of the reasons for not having done so.
3. Upon receipt of a Claim, the SLDMWA shall conduct a reasonable review of the Claim. Within 30 days of receipt of the Claim, the SLDMWA may request, in writing, any additional documentation supporting the Claim or relating to defenses to the Claim that the SLDMWA may have against the claimant. Where additional information is requested by the SLDMWA, the time in which the SLDMWA must respond to a Claim shall be tolled until all requested information is provided. If additional information is thereafter required, then it shall be requested and provided upon mutual agreement of the SLDMWA and the Contractor.
4. Within 45 days of receipt of the Claim, as that time may be tolled as provided in Section 9.17B.3 above, the SLDMWA shall provide the Contractor with a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Upon receipt of a Claim, the SLDMWA and the Contractor may, by mutual agreement, extend the time period for a response. Failure by the SLDMWA to respond to a Claim within the time periods described herein shall result in the Claim being deemed rejected in its

entirety. A Claim that is denied by failure of the SLDMWA to respond shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of the claimant.

5. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the SLDMWA issues its written statement. The SLDMWA shall not fail to pay money as to any portion of a Claim which is undisputed except as otherwise provided in the Contract Documents.
6. If the claimant disputes the SLDMWA's written response, or the SLDMWA fails to respond within the time prescribed, the Contractor may so notify the SLDMWA, in writing, either within 15 days of receipt of the SLDMWA's response or within 15 days of the SLDMWA's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, sent by registered mail or certified mail, return receipt requested, the SLDMWA shall schedule a meet and confer conference within 30 days for settlement of the dispute.
7. Within 10 business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, then the SLDMWA shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Failure by the SLDMWA to provide the written statement within the time periods described herein shall result in the remaining Claim issues being deemed rejected in their entirety. Denial by failure of the SLDMWA to respond shall not constitute an adverse finding with regard to the merits of the remaining Claim issues or the responsibility or qualifications of the claimant. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the District issues its written statement.
8. Any remaining disputed portion of the Claim following the meet and confer conference shall be submitted to nonbinding mediation, with the SLDMWA and the Contractor sharing the associated costs equally. The SLDMWA and the Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. Unless otherwise agreed to by the SLDMWA and the Contractor in writing, the mediation conducted pursuant to this Section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced. This Section does not preclude arbitration if mediation under this Section does not resolve the parties' dispute.
9. If mediation is unsuccessful, then the Contractor may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code with respect to the parts of the Claim remaining in dispute. For purposes of those provisions, the running of the period of time within which a Claim must be filed shall be tolled from the time the Contractor submits his or her written Claim pursuant to Section 9-18.02.01 until the time that mediation of disputed portions of that Claim is completed. This Section does not apply to tort claims, and nothing in this Section is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.
10. Amounts not paid in a timely manner as required by this Section shall bear interest at 7% per year.
11. Claims of \$375,000 or less are subject to the following procedures for civil actions to resolve the claims:
 - a. The case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any such proceeding, consistent with the rules pertaining to judicial arbitration.

- b. The parties stipulate that the arbitrator shall be experienced in construction law and shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.
- c. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who, after receiving an arbitration award, requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorneys' fees of the other party arising out of trial de novo.
- d. The court may, upon request by any party, order any witnesses to participate in arbitration process.

In any suit filed under Public Contract Code Section 20104.4, the SLDMWA shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

SECTION 9.07B3. Certification.

Every claim must include the following certification. Failure to include the certification results in the claim being incomplete, and the SLDMWA shall have no obligation to review the claim unless or until such certification is provided.

Claim Declaration

I, [name of declarant], declare the following:

[Contractor company name] has contracted with the San Luis and Delta Mendota Water Authority for the [name of project] project. I am authorized by my employer ([contractor company name]) to prepare the attached claim for compensation (in other words, for money and/or time extensions) to the San Luis and Delta Mendota Water Authority regarding this project (dated _____, 20__, and requesting \$_____ and/or ____ additional working days), and I did prepare said attached claim. I am the most knowledgeable person at [contractor company name] regarding this claim.

I am aware of all law that relates to this claim, including but not limited to California Penal Code section 72, Government Code sections 12650 et seq. (False Claims Act), and Business and Professions Code sections 17200 et seq. (Unfair Business Practices Act). I am aware that submission or certification of false claims, or other claims that violate law or the contract, may lead to fines, imprisonment, and/or other severe legal consequences for myself and/or [contractor company name].

The attached claim is prepared and submitted in good faith, does not breach the contract between [contractor company name] and the San Luis and Delta Mendota Water Authority for this project, does not violate any law, satisfies all provisions of the contract, only contains truthful and accurate supporting data, and only requests an amount that accurately reflects the adjustments to money and time for which I honestly and in good faith believe that the San Luis and Delta Mendota Water Authority is responsible under its contract with [contractor company name].

So that I could declare that the statements in this declaration and the attached claim were true and correct, while preparing this declaration and claim, I consulted with others (for example, attorneys, consultants, or others who work for [contractor company name]) when necessary to assure myself that said statements were true and correct.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed _____, 20__, at _____, California.

[name of declarant]

For claims submitted by the Contractor on behalf of a Subcontractor, both the Contractor and the Subcontractor shall submit the above declaration.

SECTION 9.07C. Documentation of Claims by Contractor.

For each Claim, the Contractor shall furnish the following claim documentation in the following format:

1. Introduction and background
2. Issues
 - a. Index of issues
 - b. For each issue:
 - Background
 - Chronology
 - Contractor's position (reason for SLDMWA's potential liability)
 - Supporting documentation of merit
 - Supporting documentation of damages
3. Delay analysis (if applicable)
4. Productivity and damages exhibits (if applicable)
5. Summary of issues and damages

Supporting documentation of merit and damages for each issue shall be cited by reference, photocopies, or explained. Supporting documentation may include, but not be limited to, Contract Documents, correspondence, inspection reports, delivery schedules, test reports, daily reports, subcontracts, photographs, RFIs and responses, Directives, purchase orders, invoices, releases, quantity records, other accounting records, and other Project records.



MEMORANDUM

TO: Water Resources Committee and Alternates, Board of Directors and Alternates

FROM: Scott Petersen, Water Policy Director

DATE: September 8, 2025

RE: Water Resources Committee to Consider Recommendations on Legislation /
Board of Directors to Consider Same

Recommendation

Recommend to the Board of Directors to adopt the following positions on legislation:

Support

Federal Legislation

- Adopt a position of "Support" on H.R. 4879 (Costa), Emergency Rural Water Response Act of 2025

Watch

State Legislation

- Change position of "Oppose Unless Amended" to "Watch" on S.B. 707 (Durazo), Open meetings: meeting and teleconference requirements.

Federal Legislation

H.R. 4879 (Costa), Emergency Rural Water Response Act of 2025

RECOMMENDATION: Support

OBJECTIVE: Improve Water Infrastructure Affecting Authority Member Agencies

Summary

This legislation (1) increases the eligibility of the "Emergency and Imminent Community Water Assistance Grant Program", enacted through the Farm Bill, by increasing the eligible community size from 10,000 to 35,000, and (2) exempts portable water treatment and filtration facilities installed as a result of a disaster declaration by a State from NPDES permit requirements for a 6-month period.



Status

H.R. 4879 was introduced on August 5, 2025, and has been referred to the House Committee on Transportation and Infrastructure and the House Committee on Agriculture.

Importance to the Authority

The legislation would modify the eligibility provisions for the “Emergency and Imminent Community Water Assistance Grant Program”, which provides funding through USDA’s Rural Development office to assist eligible communities prepare, or recover from, an emergency that threatens the availability of safe, reliable drinking water.

Emergencies that qualify under the program include: (1) drought or flood, (2) earthquake, (3) tornado or hurricane, (4) disease outbreak, (5) chemical spill, leak, or seepage, and a federal disaster declaration is not required, however, applicants must show that a major decline in quantity or quality of groundwater occurred within two years of the date of the application.

Eligible uses of funds include:

- Water transmission line grants up to \$150,000 to construct waterline extensions, repair breaks or leaks in existing water distribution lines, and address related maintenance necessary to replenish the water supply
- Water source grants up to \$1,000,000 for the construction of new wells, reservoirs, transmission lines, treatment plants, and/or other sources of water (water source up to and including the treatment plant)

The Water Authority’s 2023 Strategic Plan included Objective 1.5: The Water Authority is engaged in collaborative efforts to assist disadvantaged communities within its service area to have adequate and safe drinking water, and safe drinking water is also a component of the Westside-San Joaquin Integrated Regional Water Management Plan (IRWMP), of which the Water Authority Board of Directors is the Regional Water Management Group responsible for implementing the IRWMP.

This legislation would remove an existing constraint for a number of communities within the Westside-San Joaquin IRWM Region to access the grant program, due to the small size of rural communities in the San Joaquin Valley as compared to the rest of the United States.

State Legislation

[S.B. 707 \(Durazo\), Open meetings: meeting and teleconference requirements](#)

RECOMMENDATION: Watch

OBJECTIVE: Core Objective

Summary

Existing Law

The Ralph M. Brown Act (Brown Act) requires, with specified exceptions, each legislative body, as defined, of a local agency to provide notice of the time and place for its regular meetings and to post an agenda that meets specified requirements, including a brief general description of and an opportunity for



members of the public to comment on each agenda item. The Brown Act requires all meetings of a legislative body to be open and public and that all people be permitted to attend and participate, unless a closed session is authorized.

The Brown Act authorizes each legislative body to use teleconferencing, as defined, for the benefit of the public and in connection with any meeting or proceeding authorized by law, provided that the teleconference meeting:

1. Falls within the legislative body's subject matter jurisdiction and that all votes are taken by rollcall;
2. Posts agendas at all teleconference locations and is conducted in a manner that protects the statutory and constitutional rights of the parties or in the public appearing before the legislative body;
3. Identifies each teleconference location, which must be accessible to the public, in the meeting notice and agenda;
4. Has at least a quorum of the members of the legislative body participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as otherwise specified; and
5. Agenda provides an opportunity for members of the public to address the legislative body.

Existing law authorizes local agencies, until January 1, 2026, to use teleconferencing without complying with the Brown Act's teleconferencing quorum, notice, and agenda requirements (1) during a proclaimed state of emergency, as specified, and (2) for "just cause" and "emergency circumstances," as specified.

Bill Summary

SB 707 seeks to modernize the Brown Act. This analysis only discusses sections with amendments that directly impact SLDMWA's members and their teleconference meetings and omits all other sections.

Sections 1 and 2

This bill would extend indefinitely exceptions to serial communications by a majority of a local agency's legislative body's members through social media by deleting the 2026 sunset date.

Section 3

This bill would require a local agency to provide a copy of the Brown Act to members elected or appointed to a legislative body.

Section 4

Reporting Out

This bill would make technical amendments and add a department head or similar administrative officer to the requirement that a legislative body orally report a summary of recommendations for a final action on the salaries, salary schedules, or compensation paid as fringe benefits.

Members with Disabilities

This bill would require a legislative body to permit a member with a disability to participate in any meeting remotely. Members that participate remotely would be required to (1) participate through audio and visual technology, unless a physical condition related to their disability results in a need to participate off-camera in which case they may participate only through audio technology, and (2) disclose, before any



action is taken, if any other individual(s) over the age of 18 are present. Members participating remotely would count towards quorum.

This bill would utilize existing definitions of the term “disability” under Section 12102 of Title 42 of the United States Code and its implementing regulation or under Section 11135 of the Government Code and its implementing regulation.

The term “teleconference” would not include the attendance of members solely watching or listening via webcasting or any other electronic medium that does not permit members to interactively speak, discuss, or deliberate on matters.

Section 5

This bill would make findings and declarations regarding public access and encourage local agencies to exceed requirements.

Two-Way Telephonic Service or Audiovisual Platform

This bill would, until January 1, 2030, require eligible legislative bodies’ meetings to allow members of the public to attend via either or both a two-way telephonic service or audiovisual platform, unless adequate service is not operational.

By July 1, 2026, an eligible legislative body would need to approve at a noticed public meeting in open session, and not on the consent calendar, a policy regarding disruption of telephonic or internet service occurring during meetings. If such a disruption occurs, a legislative body would need to (1) pause the open session for at least an hour or until service is restored, whichever is earlier, and (2) make a good faith attempt to restore service. During a disruption of service, the legislative body would be permitted to meet in closed session. Once service is restored and open session resumes, the legislative body would need to adopt a finding by rollcall vote that a good faith effort was made and that the public interest in continuing the meeting outweighs the public interest in remote public access.

This provision would define the term “eligible legislative body” as any of the following:

- A city council of a city with a population of 30,000 or more;
- A county board of supervisors of a county, or city and county, with a population of 30,000 or more;
- A city council of a city located in a county with a population of 600,000 or more; or
- The board of directors of a special district that has an internet website and meets any of the following conditions: The boundaries of the special district encompass an entire county with a population of 600,000 or more, and the special district has over 200 full-time employees;
- The special district has over 1,000 full-time employees; or
- The special district has an annual revenue, based on data published by the California State Controller, that exceeds \$400,000,000, adjusted annually for inflation, and the special district employs over 200 full-time employees.

Legislative bodies that provide a two-way audiovisual platform would be required to publicly post and provide a call-in option and activate caption functions, if available. In addition, legislative bodies would be required to provide an opportunity to provide remote public comments. Lastly, this bill would require remote public comments to be allotted the same amount of time as in-person public comments.



Interpretation Services

This bill would require legislative bodies to reasonably assist members of the public who wish to translate public meetings into any language or to receive interpretation provided by another member of the public, and to publicize instructions on how to request such assistance. Legislative bodies would not be required to provide equipment for interpretation services and would not be responsible for the content or accuracy of any interpretations facilitated, assisted with, or provided.

Translation Services

This bill would require legislative bodies to translate agendas into all applicable languages and to post the translations in accordance with specified requirements, including instructions in the applicable language describing how to join meetings by telephonic or internet-based service options and how to register for public comment. In addition, this bill would require the legislative body to make available a physical location that is freely accessible to the public and in reasonable proximity to where the agenda and translation are posted. Legislative bodies would not be responsible for the content or accuracy of any such translation and actions would be prohibited from being taken against a legislative body for any such translation. This provision would not supersede any other applicable civil rights, nondiscrimination, or public access laws.

This provision would define “applicable languages” as languages, according to data from the most recent American Community Survey, spoken jointly by 20 percent or more of the applicable population, provided that 20 percent or more of the population that speaks that language in that city or county speaks English less than “very well.” Under this provision, the applicable population for a city and county is its respective population. For a special district, it is either (1) the greatest population of the county within the boundaries of its jurisdiction or (2) the population of the service area of the special district if it has the data to determine the languages spoken by the population.

Encouraging Public Participation

This bill would require legislative bodies to take specified actions to encourage residents, including those in underrepresented and non-English speaking communities, to participate in public meetings.

Senate Local Government Committee

This bill would require the Senate Local Government Committee, by January 1, 2029, to hold an informational hearing assessing the implementation of this section.

Section 7

This bill would clarify the ability of an elected legislative body to impose meeting requirements on appointed legislative bodies.

Section 8

This bill would require legislative bodies that hold teleconference meetings to comply with a specified, standardized set of requirements. These requirements would include:

1. Providing either or both a two-way audiovisual platform or two-way telephonic service and a live webcasting of the meeting by which the public may remotely hear and visually observe the meeting and remotely address the legislative body;



2. Giving notice of how members of the public can access the meeting and offer public comment. This bill would require the agenda to identify and include an opportunity for all people to attend via a call-in option or an internet-based service option;
3. In the event of a disruption that prevents the meeting from being broadcast to or prevents member of the public using the two-way telephonic service or audiovisual platform from offering public comments remotely, ceasing any further action on agenda items until the meeting has been restored;
4. Not requiring public comments to be submitted in advance of the meeting and provide an opportunity for the public to address the legislative body and offer public comments in real time;
5. Individuals providing public comment through an internet website may be required to register as required by the third-party internet website or online platform to participate;
6. Keeping timed public comment periods open until the time has elapsed
7. Listing in the meeting minutes any member of the legislative body who participates in a teleconference meeting from a remote location and the specific provision of law that the member relied upon to permit their remote participation;
8. Having, implementing, and giving notice of their procedure for receiving and swiftly resolving requests for reasonable accommodation for individuals with disabilities, and
9. Conducting meetings subject to this chapter consistent with applicable civil rights and nondiscrimination laws.

Under this bill, legislative bodies that provide a two-way audiovisual platform would be permitted to disable the use of video for public participants.

Section 10

This bill would expand the teleconferencing flexibility authorized during state-declared emergencies to include local emergencies.

Section 11

This bill would extend the sunset date for provisions that allow members of legislative bodies to participate in meetings remotely based on “just cause,” as defined.

Section 14

This bill would, until January 1, 2030, allow an eligible subsidiary body, as defined, to teleconference a meeting if it complies with specified requirements. The legislative body that created the subsidiary body would need to make specified findings by a majority vote before the subsidiary body uses teleconference for the first time and every six months after.

Under this bill, an eligible subsidiary body could include members who (1) are elected officials; (2) are not elected officials; or (3) any combination thereof.

Section 15

This bill would, until January 1, 2030, allow an eligible multijurisdictional body, as defined, to teleconference a meeting if it complies with specified requirements.

Section 17

This bill would add clarifying criteria regarding affording members of the public the opportunity to address the committee on an item, before or during the committee’s consideration of it. An agenda would not



need provide public comment on an item unless specified circumstances are met including that (1) the item has been substantially changed since the committee heard it, as determined by the legislative body, (2) a quorum of the committee members, when considering the item, did not participate from a single physical location clearly identified in the agenda, open to the public, and situated within the boundaries of the territory over which the local agency exercises jurisdiction; and (3) the committee has primary subject matter jurisdiction, as defined. If the local agency has adopted a law which prohibits the committee from placing a limit on the total amount of time for public comment on the item, this criteria would not apply. In addition, this bill would require every notice for a special meeting to provide an opportunity for members of the public to directly address the legislative body concerning items described in the notice before or during consideration thereof.

Section 23

This bill would permit a legislative body or its presiding officer to remove or limit participation by members of the public who engage in behavior that disrupts, disturbs, impedes, or renders infeasible the orderly conduct of a meeting, including those participating via a two-way telephonic service or audiovisual platform.

Section 24-27

These sections include legislative intent language.

Status

Amendment History

02-21-25

As introduced, this bill would strike and replace provisions relating to teleconference meeting requirements for legislative bodies of local agencies.

04-07-25

As amended, this bill would make numerous changes to the Brown Act, including (1) modifying existing and adding new types of teleconferencing flexibility; (2) increasing public access; (3) expanding language access; and (4) other changes.

This bill would, among other things, make broad changes to the definition of the term “legislative body” and expand the definition of what constitutes a “meeting” for purposes of the Brown Act. This bill would also include new restrictions for “special meetings” and make changes to the rules for closed sessions of public meetings. In addition, this bill would extend, from nine to 12 months after an alleged violation, the length of time that a petitioner has to submit a cease-and-desist letter to a legislative body before filing an action to determine if a legislative body violated the Brown Act.

05-29-2025

This bill was amended to (1) alter requirements for teleconferencing flexibility; (2) remove the expansion of definitions for the terms “meeting” and “legislative body,” and provisions related to closed meetings; (3) modify the requirement for certain local agencies to provide remote participation for the public; (4) modify translation and interpretation provisions; and (5) make other technical and clarifying changes.



Of particular importance is that this bill would create a new category of legislative body for purposes of the Brown Act called an “eligible legislative body,” which it would define as follows:

- A city council of a city with a population of 30,000 or more;
- A county board of supervisors of a county, or city and county, with a population of 30,000 or more;
- A county council of a city located in a county with a population of 200,000 or more; and
- The board of directors of a special district that serves over 200,000 people or more and has an internet website.

07-08-25

As amended, this bill would make numerous changes to the Brown Act, including new public access and participation requirements for specified legislative bodies, new exemptions from certain teleconferencing requirements for eligible subsidiary bodies and eligible multijurisdictional bodies, extensions of law providing exemptions from certain teleconferencing requirements for specified legislative bodies or under special circumstances, and additional changes.

This bill would change the definition of the term “eligible legislative body” to:

- A city council of a city with a population of 30,000 or more;
- A county board of supervisors of a county, or city and county, with a population of 30,000 or more;
- A city council of a city located in a county with a population of 600,000 or more; and
- The board of directors of a special district whose boundaries include a population of 200,000 or more and that has an internet website.

07-17-25

As amended, this bill would make clarifying changes to existing bill language.

09-02-25

This bill was amended to reflect current provisions.

Importance to the Authority

Multiple bills were introduced during and since the COVID-19 pandemic to add to or fix certain parts of the Brown Act. Several of the teleconference flexibilities afforded in those bills are set to expire in 2026. SB 707 would extend certain provisions while simultaneously using it as an opportunity to modernize the Brown Act. SB 707, therefore, represents the most extensive changes to the Brown Act in several years.

SLDMWA staff and consultants have been participating in a coalition of local government associations that have been discussing the legislative landscape around the Brown Act for the last several months. Initially, special districts were excluded from new requirements imposed by SB 707. The California Special Districts Association (CSDA) worked with the author’s office to negotiate mutually agreeable amendments to the introduced version of the bill that would have allowed their stakeholders to remain neutral. Despite CSDA’s advocacy efforts, the amendments proposed in the May 29 version of the bill “significantly recast it into a measure that [was] no longer practicable and one that special districts [could not] reasonably comply with.”

A coalition of local government organizations led by the California State Association of Counties (CSAC) have also been working with the author’s office to amend the bill. This included merging language in SB 239 (*Arreguin*, 2025), which CSAC sponsored and ACWA supported, and SB 707. Since then, CSAC has



continued working with the author's office to develop amendments that address their remaining concerns. AB 259 (*Rubio, 2025*), which extended alternative teleconferencing and the ability to meet remotely under emergency circumstances until 2030, was also eventually merged into the bill. AB 259 was sponsored by Three Valleys Municipal Water District and supported by ACWA.

The SLDMWA Board adopted a "Oppose Unless Amended" position on SB 707 on July 10 and joined an "Oppose Unless Amended" coalition led by CSDA. The bill was heard and amended in the Assembly Local Government Committee on July 16. On August 22, CSDA advised coalition members that it removed its opposition and adopted a "Neutral" position on SB 707 following bill language negotiations with the Author's office.

The four primary concerns, and priority issues, outlined in CSDA's Assembly Appropriations Committee coalition letter were as follows:

1. The provisions relating to eligible legislative bodies;
2. Confusion regarding eligible subsidiary bodies and teleconferencing;
3. Uncertainty around identifying and establishing applicable languages; and
4. Costly litigation.

CSDA obtained amendments that addressed all four concerns. Notably, the definition of the term "eligible legislative body" was narrowed, significantly cutting down the population of special districts included and subject to the requirements of the Brown Act under SB 707 (approximately 50 special districts).

The coalition's next two primary concerns, including the (1) confusion around eligible subsidiary bodies and teleconferencing and (2) extension of the 9-month invalidation action window to 12 months, were also addressed. Specifically, language was added to the bill to clarify the intent of the "eligible legislative body" provisions and removal of the invalidation extension.

The final concern, the "applicable languages" provisions, are of utmost importance to the author. Ultimately, the author's office agreed to allow special districts to use language data specific to their service area. However, the provisions otherwise remain the same as in the July 17 bill version.

The League of California Cities adopted, and remains at, an "Opposed Unless Amended" position on SB 707 due to it being an unfunded state mandate, among other constraints impacting cities.

Importance to the Authority

The requirements of SB 707 are intended to ensure greater accessibility and transparency to legislative bodies' public meetings. The Water Authority Board adopted an "Oppose Unless Amended" position on the bill on July 10 and joined CSDA's "Oppose Unless Amended" coalition. The primary concerns identified by CSDA's coalition have since been addressed with the author's office and CSDA has removed its opposition from and moved to a "Neutral" position on the bill.

The amendments to SB 707 remove its potential impact on the majority of the Water Authority's members, with potentially only Valley Water and the City of Tracy being impacted by the provisions of the bill. For these reasons, SLDMWA staff recommend changing to a "Watch" position.



Guidelines for Taking Positions on Legislation

A number of controversial bills are introduced each year in the Congress and in the California Legislature. It is important to understand how the Authority takes positions on legislation.

Policy

By Agenda Item 7, dated December 12, 2024, the Board adopted the Fiscal Year 2026 Objectives.

Water Authority's Positions on Legislation

The Water Authority takes positions on legislation that, if enacted, would impact Water Authority members, consistent with Water Authority Board adopted Goals and Objectives. The Water Authority may take the following positions on legislation: Oppose, Support, Oppose Unless Amended, Support if Amended, Not Favor, Favor, Not Favor Unless Amended, Favor if Amended, and Watch (neutral). The Water Authority's staff and consultants testify and advocate with legislators and staff through meetings and member agency contacts on all positions except Watch, Favor and Not Favor. For Favor and Not Favor positions, written communication of the Water Authority's position is provided to the legislator. Nothing in this section should be read to preclude the Executive Director or his or her designee from taking an informal support or informal oppose position on behalf of the Water Authority that is consistent with adopted legislative or policy objectives, or to preclude the Executive Director from communicating a position on emergency legislation after obtaining the concurrence of the Chair, or the Chair's designee, provided that the Executive Director informs the Board regarding such positions on emergency legislation no later than the next regularly scheduled Board meeting.

Amendment Development Process

If the Water Authority takes an Oppose Unless Amended or Support if Amended position, the Water Authority will typically discuss the concepts for the amendments at the meeting. Then Water Authority staff, in consultation with Committee and/or Board Members as needed, will develop the amendments after the meeting.

Information Sharing

To provide adequate information to the entire Water Authority membership, the Water Authority provides legislative updates, posts positions and other information on our website, and sends out advisories and alerts on key legislation.

The Water Authority's legislative department is available to provide specific information on bills on request and Board Members are encouraged to communicate Water Authority positions on priority legislation in meetings with legislative staff, consistent with Water Authority policy. The Water Authority's Water Policy Director appreciates being informed by Water Authority members of positions taken by Water Authority members on legislation.

BILL TEXT

119TH CONGRESS
1ST SESSION

H. R. 4879

To amend the Consolidated Farm and Rural Development Act to expand eligibility for grants related to emergency water assistance, and for other purposes.

IN THE HOUSE OF REPRESENTATIVES

AUGUST 5, 2025

Mr. COSTA (for himself and Mr. EDWARDS) introduced the following bill; which was referred to the Committee on Transportation and Infrastructure, and in addition to the Committee on Agriculture, for a period to be subsequently determined by the Speaker, in each case for consideration of such provisions as fall within the jurisdiction of the committee concerned

A BILL

To amend the Consolidated Farm and Rural Development Act to expand eligibility for grants related to emergency water assistance, and for other purposes.

1 *Be it enacted by the Senate and House of Representa-*
2 *tives of the United States of America in Congress assembled,*

3 **SECTION 1. SHORT TITLE.**

4 This Act may be cited as the “Emergency Rural
5 Water Response Act of 2025”.

1 **SEC. 2. EMERGENCY AND IMMINENT COMMUNITY WATER**
2 **ASSISTANCE GRANT PROGRAM.**

3 Section 306A of the Consolidated Farm and Rural
4 Development Act (7 U.S.C. 1926a) is amended—

5 (1) in subsection (d)(1)—

6 (A) by redesignating subparagraphs (C)
7 and (D) as subparagraphs (D) and (E), respec-
8 tively; and

9 (B) by inserting after subparagraph (B)
10 the following:

11 “(C) for associated uses related to water
12 resources infrastructure, including facilities for
13 potable water, wastewater, storm drainage, or
14 solid waste;”; and

15 (2) in subsection (e)(1)(A), by striking
16 “10,000” and inserting “35,000”.

17 **SEC. 3. NPDES PERMIT EXEMPTION.**

18 Section 402(l) of the Federal Water Pollution Control
19 Act (33 U.S.C. 1342(l)) is amended by adding at the end
20 the following:

21 “(4) EMERGENCY USE OF PORTABLE WATER
22 TREATMENT AND FILTRATION FACILITIES.—During
23 any 6-month period immediately following a declara-
24 tion by a State of a disaster or state of emergency,
25 no permit shall be required under this section by the
26 Administrator (or the State, in the case of a permit

1 program approved under subsection (b)) for dis-
2 charges from a portable water treatment and filtra-
3 tion facility installed in the area covered by the dec-
4 laration to provide clean water as needed to respond
5 to conditions caused by the event that resulted in
6 the declaration.”.

○

Proposed Amendments Mock-up Based on RN 25 21491

**2025-2026 SB-707 (Durazo (S))
Version Number 95 - Amended 7/17/25**

*******Unofficial Copy*******

An act to amend Sections 54952.7, 54953, 54953.5, 54953.7, 54954.2, 54954.3, 54956, 54956.5, 54957.6, 54957.9, ~~54957.95~~, and ~~54960.2~~ 54957.95 of, to amend and repeal Section 54952.2 of, to add Sections 54953.8, 54953.8.1, 54953.8.2, and 54957.96 to, and to add and repeal Sections 54953.4, 54953.8.3, 54953.8.4, 54953.8.5, 54953.8.6, and 54953.8.7 of, the Government Code, relating to local government.

The people of the State of California do enact as follows:

SECTION 1. Section 54952.2 of the Government Code, as amended by Section 1 of Chapter 89 of the Statutes of 2020, is amended to read:

54952.2. (a) As used in this chapter, "meeting" means any congregation of a majority of the members of a legislative body at the same time and location, including teleconference location as permitted by Section 54953, to hear, discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the legislative body.

(b) (1) A majority of the members of a legislative body shall not, outside a meeting authorized by this chapter, use a series of communications of any kind, directly or through intermediaries, to discuss, deliberate, or take action on any item of business that is within the subject matter jurisdiction of the legislative body.

(2) Paragraph (1) shall not be construed as preventing an employee or official of a local agency, from engaging in separate conversations or communications outside of a meeting authorized by this chapter with members of a legislative body in order to answer questions or provide information regarding a matter that is within the subject matter jurisdiction of the local agency, if that person does not communicate to members of the legislative body the comments or position of any other member or members of the legislative body.

(3) (A) Paragraph (1) shall not be construed as preventing a member of the legislative body from engaging in separate conversations or communications on an internet-based social media platform to answer questions, provide information to the public, or to solicit information from the public regarding a matter that is within the subject matter jurisdiction of the legislative body provided that a majority of the members of the legislative body do not use the internet-based social media platform to discuss among themselves business of a specific nature that is within the subject matter jurisdiction of the legislative body. A member of the legislative body shall not respond directly to any communication on an internet-based social media platform regarding a matter that is within the subject matter jurisdiction of the legislative body that is made, posted, or shared by any other member of the legislative body.

(B) For purposes of this paragraph, all of the following definitions shall apply:

(i) “Discuss among themselves” means communications made, posted, or shared on an internet-based social media platform between members of a legislative body, including comments or use of digital icons that express reactions to communications made by other members of the legislative body.

(ii) “Internet-based social media platform” means an online service that is open and accessible to the public.

(iii) “Open and accessible to the public” means that members of the general public have the ability to access and participate, free of charge, in the social media platform without the approval by the social media platform or a person or entity other than the social media platform, including any forum and chatroom, and cannot be blocked from doing so, except when the internet-based social media platform determines that an individual violated its protocols or rules.

(c) Nothing in this section shall impose the requirements of this chapter upon any of the following:

(1) Individual contacts or conversations between a member of a legislative body and any other person that do not violate subdivision (b).

(2) The attendance of a majority of the members of a legislative body at a conference or similar gathering open to the public that involves a discussion of issues of general interest to the public or to public agencies of the type represented by the legislative body, provided that a majority of the members do not discuss among themselves, other than as part of the scheduled program, business of a specified nature that is within the subject matter jurisdiction of the local agency. Nothing in this paragraph is intended to allow members of the public free admission to a conference or similar gathering at which the organizers have required other participants or registrants to pay fees or charges as a condition of attendance.

(3) The attendance of a majority of the members of a legislative body at an open and publicized meeting organized to address a topic of local community concern by a person or organization other than the local agency, provided that a majority of the members do not discuss among themselves, other than as part of the scheduled program, business of a specific nature that is within the subject matter jurisdiction of the legislative body of the local agency.

(4) The attendance of a majority of the members of a legislative body at an open and noticed meeting of another body of the local agency, or at an open and noticed meeting of a legislative body of another local agency, provided that a majority of the members do not discuss among themselves, other than as part of the scheduled meeting, business of a specific nature that is within the subject matter jurisdiction of the legislative body of the local agency.

(5) The attendance of a majority of the members of a legislative body at a purely social or ceremonial occasion, provided that a majority of the members do not discuss among themselves business of a specific nature that is within the subject matter jurisdiction of the legislative body of the local agency.

(6) The attendance of a majority of the members of a legislative body at an open and noticed meeting of a standing committee of that body, provided that the members of the legislative body who are not members of the standing committee attend only as observers.

SEC. 2. Section 54952.2 of the Government Code, as added by Section 2 of Chapter 89 of the Statutes of 2020, is repealed.

SEC. 3. Section 54952.7 of the Government Code is amended to read:

54952.7. A local agency shall provide a copy of this chapter to any person elected or appointed to serve as a member of a legislative body of the local agency.

SEC. 4. Section 54953 of the Government Code, as amended by Section 2 of Chapter 534 of

the Statutes of 2023, is amended to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency, except as otherwise provided in this chapter.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all otherwise applicable requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. If the legislative body of a local agency elects to use teleconferencing, the legislative body of a local agency shall comply with all of the following:

(A) All votes taken during a teleconferenced meeting shall be by rollcall.

(B) The teleconferenced meetings shall be conducted in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency.

(C) The legislative body shall give notice of the meeting and post agendas as otherwise required by this chapter.

(D) The legislative body shall allow members of the public to access the meeting and the agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as expressly provided in this chapter.

(4) The teleconferencing requirements of this subdivision shall not apply to remote participation described in subdivision (c).

(c) (1) Notwithstanding any other provision of this chapter, a legislative body shall allow a member of the body with a disability, ~~as defined in Section 12102 of Title 42 of the United States Code, that precludes the member's in-person attendance at meetings of the body and that is not otherwise reasonably accommodated pursuant to the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12101 et seq.),~~ to participate in any meeting of the legislative body by remote participation as a reasonable accommodation under the federal Americans with Disabilities Act of 1990, as amended (42 U.S.C. Sec. 12101 et seq.) and Section 11135 of the Government Code, unless the legislative body can demonstrate that allowing the remote participation would impose an undue hardship.

(2) A member of a legislative body participating in a meeting by remote participation pursuant to this subdivision shall do both of the following:

(A) The member shall participate through both audio and visual technology, except that any member with a disability, as defined in Section 12102 of Title 42 of the United States Code, ~~that precludes the member from being physically capable of appearing on camera~~ may participate only through audio technology if a physical condition related to their disability results in a need to participate off-camera.

Formatted: Font: Bold

Formatted: Font: Bold

(B) The member shall disclose at the meeting before any action is taken, whether any other individuals 18 years of age or older are present in the room at the remote location with the member, and the general nature of the member's relationship with any of those individuals.

(3) Remote participation under this subdivision shall be treated as in-person attendance at the physical meeting location for all purposes, including any requirement that a quorum of the legislative body participate from any particular location. The provisions of subdivision (b) and Sections 54953.8 to 54953.8.7, inclusive, shall not apply to remote participation under this subdivision.

(4) For purposes of this subdivision, "disability" means any condition that meets the definition of "disability" under Section 12102 of Title 42 of the United States Code and its implementing regulation at 28 C.F.R. 35.108 or under Section 11135 of the Government Code and its implementing regulation at 2 C.C.R. 14020(p).

Formatted: Font: Bold

(d) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) (A) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of either of the following during the open meeting in which the final action is to be taken:

(i) A local agency executive, as defined in subdivision (d) of Section 3511.1.

(ii) A department head or other similar administrative officer of the local agency.

(B) This paragraph shall not affect the public's right under the California Public Records Act (Division 10 (commencing with Section 7920.000) of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(e) For purposes of this section, both of the following definitions apply:

(1) (A) "Teleconference" means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both.

(B) Notwithstanding paragraph (1), "teleconference" does not include one or more members watching or listening to a meeting via webcasting or any other similar electronic medium that does not permit members to interactively speak, discuss, or deliberate on matters.

(2) "Remote participation" means participation in a meeting by teleconference at a location other than any physical meeting location designated in the notice of the meeting.

SEC. 5. Section 54953.4 is added to the Government Code, to read:

54953.4.

(a) The Legislature finds and declares that public access, including through translation of agendas as required by this section, is necessary for an informed populace. The Legislature encourages local agencies to adopt public access requirements that exceed the requirements of this chapter by translating additional languages, employing human translators, and conducting additional outreach.

(ab) (1) In addition to any other applicable requirements of this chapter, a meeting held by a eligible legislative body pursuant to this chapter shall comply with both of the following requirements:

(A) (i) **(ia)** All open and public meetings shall include an opportunity for members of the public to attend via a two-way telephonic service or a two-way audiovisual platform, except if adequate telephonic or internet service is not operational at the meeting location. If adequate telephonic or internet service is operational at the meeting location during only a portion of the

meeting, the legislative body shall include an opportunity for members of the public to attend via a two-way telephonic service or a two-way audiovisual platform during that portion of the meeting.

(ib) (IA) On or before July 1, 2026, an eligible legislative body shall approve at a noticed public meeting in open session, and not on the consent calendar, a policy regarding disruption of telephonic or internet service occurring during meetings subject to this sub-subclause. The policy shall address the procedures for recessing and reconvening a meeting in the event of disruption and the efforts the eligible legislative body will make to attempt to restore service.

(IB) If a disruption of telephonic or internet service occurs during the meeting, the legislative body shall pause the open session of the meeting for no less than one hour and make a good faith attempt to restore service. The legislative body shall not resume the open session of the meeting for at least one hour following the disruption, or until telephonic or internet service is restored, whichever is earlier. However, the legislative body may meet in closed session during this period.

(IC) Upon resuming the open session, the legislative body shall adopt a finding by rollcall vote that they have made good faith efforts in accordance with the policy adopted pursuant to sub-sub-subclause (IA) and that the public interest in continuing the meeting outweighs the public interest in remote public access.

(III) Subclause (I) does not apply to a meeting that is held to do any of the following:

- (ia) Attend a judicial or administrative proceeding to which the local agency is a party.
- (ib) Inspect real or personal property provided that the topic of the meeting is limited to items directly related to the real or personal property.
- (ic) Meet with elected or appointed officials of the United States or the State of California, solely to discuss a legislative or regulatory issue affecting the local agency and over which the federal or state officials have jurisdiction.
- (id) Meet in or nearby a facility owned by the agency, provided that the topic of the meeting is limited to items directly related to the facility.
- (ie) Meet in an emergency situation pursuant to Section 54956.5.
- (ii) If an eligible legislative body elects to provide a two-way audiovisual platform, the eligible legislative body shall publicly post and provide a call-in option, and activate any automatic captioning function during the meeting if an automatic captioning function is included with the two-way audiovisual platform. If an eligible legislative body does not elect to provide a two-way audiovisual platform, the eligible legislative body shall provide a two-way telephonic service for the public to participate in the meeting, pursuant to subclause (I).

(B) (i) All open and public meetings for which attendance via a two-way telephonic service or a two-way audiovisual platform is provided in accordance with paragraph (1) shall provide the public with an opportunity to provide public comment in accordance with Section 54954.3 via the two-way telephonic or two-way audiovisual platform, and ensure the opportunity for the members of the public participating via a two-way telephonic or two-way audiovisual platform to provide public comment with the same time allotment as a person attending a meeting in person.

(2) (A) An eligible legislative body shall reasonably assist members of the public who wish to translate a public meeting into any language or wish to receive interpretation provided by another member of the public, so long as the interpretation is not disrupting to the meeting, as defined in Section 54957.95. The eligible legislative body shall publicize instructions on how to request assistance under this subdivision. Assistance may include any of the following, as determined by the eligible legislative body:

- (i) Arranging space for one or more interpreters at the meeting location.

Formatted: Font: Bold

- (ii) Allowing extra time during the meeting for interpretation to occur.
- (iii) Ensuring participants may utilize their personal equipment or reasonably access facilities for participants to access commercially available interpretation services.

(B) This section does not require an eligible legislative body to provide interpretation of any public meeting, however, an eligible legislative body may elect to provide interpretation of any public meeting.

(C) The eligible legislative body is not responsible for the content or accuracy of any interpretation facilitated, assisted with, or provided under this subdivision. An action shall not be commenced or maintained against the eligible legislative body arising from the content or accuracy of any interpretation facilitated, assisted with, or provided under this subdivision.

(3) An eligible legislative body shall take the following actions to encourage residents, including those in underrepresented communities and non-English-speaking communities, to participate in public meetings:

(A) Have in place a system for electronically accepting and fulfilling requests for meeting agendas and documents pursuant to Section 54954.1 through email or through an integrated agenda management platform. Information about how to make a request using this system shall be accessible through a prominent direct link posted on the primary internet website home page of the eligible legislative body.

(B) (i) Create and maintain an accessible internet webpage dedicated to public meetings that includes, or provides a link to, all of the following information:

(I) A general explanation of the public meeting process for the eligible legislative body.

(II) An explanation of the procedures for a member of the public to provide in-person or remote oral public comment during a public meeting or to submit written public comment.

(III) A calendar of all public meeting dates with calendar listings that include the date, time, and location of each public meeting.

(IV) The agenda posted online pursuant to paragraph (2) of subdivision (a) of Section 54954.2.

(ii) The eligible legislative body shall include a link to the webpage required by subparagraph (A) on the home page of the eligible legislative body's internet website.

(C) (i) Make reasonable efforts, as determined by the legislative body, to invite groups that do not traditionally participate in public meetings to attend those meetings, which may include, but are not limited to, all the following:

(I) Media organizations that provide news coverage in the jurisdiction of the eligible legislative body, including media organizations that serve non-English-speaking communities.

(II) Good government, civil rights, civic engagement, neighborhood, and community group organizations, or similar organizations that are active in the jurisdiction of the eligible legislative body, including organizations active in non-English-speaking communities.

(ii) Legislative bodies shall have broad discretion in the choice of reasonable efforts they make under this subparagraph. No action shall be commenced or maintained against an eligible legislative body arising from failing to provide public meeting information to any specific group pursuant to this ~~section~~ subparagraph.

(b)(1) (A) The agenda for each meeting of an eligible legislative body shall be translated into all applicable languages, and each translation shall be posted in accordance with Section 54954.2. Each translation shall include instructions in the applicable language describing how to join the meeting by the telephonic or internet-based service option, including any requirements for registration for public comment.

(B) The accessible internet webpage provided under subparagraph (B) of paragraph (3) of subdivision (a) shall be translated into all applicable languages, and each translation shall be accessible through a prominent direct link posted on the primary internet website home page of the eligible legislative body.

(2) A translation made using a digital translation service shall satisfy the requirements of paragraph (1).

(3) The eligible legislative body shall make available a physical location that is freely accessible to the public in reasonable proximity to the physical location in which the agenda and translations are posted as described in paragraph (1), and shall allow members of the public to post additional translations of the agenda in that location.

(4) The eligible legislative body is not responsible for the content or accuracy of any translation provided pursuant to this ~~section~~subdivision. No action shall be commenced or maintained against an eligible legislative body arising from the content, accuracy, posting, or removal of any translation provided by the eligible legislative body or posted by any person pursuant to this ~~section~~subdivision.

(5) For the purposes of this section, the agenda does not include the entire agenda packet.

(d) This section shall not be construed to affect or supersede any other applicable civil rights, nondiscrimination, or public access laws.

~~(ee)~~ For purposes of this section, all of the following definitions apply:

(1) (A) “Applicable languages” means ~~languages~~ *languages, according to data from the most recent American Community Survey, spoken jointly by 20 percent or more of the population in the city or county in which the eligible legislative body is located that applicable population, provided that 20 percent or more of the population that speaks that language in that city or county speaks English less than “very well” and jointly speaks a language other than English according to data from the most recent American Community Survey. well.*”

(B) For the purposes of subparagraph (A), the applicable population shall be determined as follows:

(i) For an eligible legislative body that is a city council or county board of supervisors, the applicable population shall be the population of the city or county.

(ii) For an eligible legislative body of a special district, the applicable population shall be either of the following, at the discretion of the board of directors of the special district:

(I) The population of the county with the greatest population within the boundaries of the special district.

(II) The population of the service area of the special district, if the special district has the data to determine what languages spoken by the population within its service area meet the requirements of paragraph (A).

~~(B)~~

(C) If more than three languages meet the criteria set forth in subparagraph (A), “applicable languages” shall mean the three languages described in subparagraph (A) that are spoken by the largest percentage of the population.

~~(C)~~

(D) An eligible legislative body may elect to determine the applicable languages based upon a source other than the most recent American Community Survey if it makes a finding, based upon substantial evidence, that the other source provides equally or more reliable data for the territory over which the eligible legislative body exercises jurisdiction.

(2) “Eligible legislative body” ~~includes all~~ means any of the following:

Formatted: Font: Bold

(A) A city council of a city with a population of 30,000 or more.
(B) A county board of supervisors of a county, or city and county, with a population of 30,000 or more.

(C) A city council of a city located in a county with a population of 600,000 or more.

(D) The board of directors of a special district ~~whose boundaries include a population of 200,000 or more and that has an internet website.~~ *that has an internet website and meets any of the following conditions:*

(i) The boundaries of the special district include the entirety of a county with a population of 600,000 or more, and the special district has over 200 full-time equivalent employees.

(ii) The special district has over 1,000 full-time equivalent employees.

(iii) The special district has annual revenues, based on the most recent Financial Transaction Report data published by the California State Controller, that exceed four hundred million dollars (\$400,000,000), adjusted annually for inflation commencing January 1, 2027, as measured by the percentage change in the California Consumer Price Index from January 1 of the prior year to January 1 of the current year, and the special district employs over 200 full-time equivalent employees.

(3) “Two-way audiovisual platform” means an online platform that provides participants with the ability to participate in a meeting via both an interactive video conference and a two-way telephonic service.

(4) “Two-way telephonic service” means a telephone service that does not require internet access and allows participants to dial a telephone number to listen and verbally participate.

(d) This section shall become operative on July 1, 2026.

~~(d)~~

(e) On or before January 1, 2029, the Senate Committee on Local Government shall hold an informational hearing assessing the implementation of this section, including, but not limited to, implementation issues and opportunities for improvement in the translation requirements of this section.

Formatted: Font: Not Italic

Formatted: Font: Not Italic

~~(f)~~ This section shall remain in effect only until January 1, 2030, and as of that date is repealed.

SEC. 6. Section 54953.5 of the Government Code is amended to read:

54953.5. (a) Any person attending an open and public meeting of a legislative body of a local agency shall have the right to record the proceedings in the absence of a reasonable finding by the legislative body of the local agency that the recording cannot continue without noise, illumination, or obstruction of view that constitutes, or would constitute, a persistent disruption of the proceedings.

(b) Any recording of an open and public meeting made for whatever purpose by or at the direction of the local agency shall be subject to inspection pursuant to the California Public Records Act (Division 10 (commencing with Section 7920.000) of Title 1), but, notwithstanding Section 34090, may be erased or destroyed 30 days after the recording. Any inspection of an audio or video recording shall be provided without charge on equipment made available by the local agency.

SEC. 7. Section 54953.7 of the Government Code is amended to read:

54953.7. Notwithstanding any other provision of law, legislative bodies of local agencies may impose requirements upon themselves which allow greater access to their meetings than prescribed by the minimal standards set forth in this chapter. In addition thereto, an elected legislative body of a local agency may impose those requirements on appointed legislative bodies of the local agency.

SEC. 8. Section 54953.8 is added to the Government Code, to read:

54953.8. (a) The legislative body of a local agency may use teleconferencing as authorized by subdivision (b) of Section 54953 without complying with the requirements of paragraph (3) of subdivision (b) of Section 54953 in any of the circumstances described in Sections 54953.8.1 to 54953.8.7, inclusive.

(b) A legislative body that holds a teleconference meeting pursuant to this section shall, in addition to any other applicable requirements of this chapter, comply with all of the following:

(1) The legislative body shall provide at least one of the following as a means by which the public may remotely hear and visually observe the meeting, and remotely address the legislative body:

(A) A two-way audiovisual platform.

(B) A two-way telephonic service and a live webcasting of the meeting.

(2) In each instance in which notice of the time of the teleconference meeting held pursuant to this section is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the means by which members of the public may access the meeting and offer public comment. The agenda shall identify and include an opportunity for all persons to attend via a call-in option or an internet-based service option.

(3) In the event of a disruption that prevents the legislative body from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the local agency's control that prevents members of the public from offering public comments using the call-in option or internet-based service option, the legislative body shall take no further action on items appearing on the meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. Actions taken on agenda items during a disruption that prevents the legislative body from broadcasting the meeting may be challenged pursuant to Section 54960.1.

(4) The legislative body shall not require public comments to be submitted in advance of the meeting and must provide an opportunity for the public to address the legislative body and offer comment in real time.

(5) Notwithstanding Section 54953.3, an individual desiring to provide public comment through the use of an internet website, or other online platform, not under the control of the local legislative body, that requires registration to log in to a teleconference may be required to register as required by the third-party internet website or online platform to participate.

(6) (A) A legislative body that provides a timed public comment period for each agenda item shall not close the public comment period for the agenda item, or the opportunity to register, pursuant to paragraph (5), to provide public comment until that timed public comment period has elapsed.

(B) A legislative body that does not provide a timed public comment period, but takes public comment separately on each agenda item, shall allow a reasonable amount of time per agenda item to allow public members the opportunity to provide public comment, including time for members of the public to register pursuant to paragraph (5), or otherwise be recognized for the purpose of providing public comment.

(C) A legislative body that provides a timed general public comment period that does not correspond to a specific agenda item shall not close the public comment period or the opportunity to register, pursuant to paragraph (5), until the timed general public comment period has elapsed.

(7) Any member of the legislative body who participates in a teleconference meeting from a remote location pursuant to this section and the specific provision of law that the member relied upon to permit their participation by teleconferencing shall be listed in the minutes of the meeting.

(8) The legislative body shall have and implement a procedure for receiving and swiftly resolving requests for reasonable accommodation for individuals with disabilities, consistent with the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and resolving any doubt in favor of accessibility. In each instance in which notice of the time of the meeting is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the procedure for receiving and resolving requests for accommodation.

(9) The legislative body shall conduct meetings subject to this chapter consistent with applicable civil rights and nondiscrimination laws.

(10) A two-way audiovisual platform may be structured to disable the use of video for the public participants.

(c) A local agency shall identify and make available to legislative bodies a list of one or more meeting locations that may be available for use by the legislative bodies to conduct their meetings.

(d) (1) Nothing in this section shall prohibit a legislative body from providing the public with additional teleconference locations.

(2) Nothing in this section shall prohibit a legislative body from providing the public with additional physical locations in which the public may observe and address the legislative body by electronic means.

(e) A member of a legislative body who participates in a teleconference meeting from a remote location pursuant to this section shall publicly disclose at the meeting before any action is taken whether any other individuals 18 years of age or older are present in the room at the remote location with the member, and the general nature of the member's relationship with those individuals.

(f) The teleconferencing provisions described in Section 54953 and Sections 54953.8.1 to 54953.8.7, inclusive, are cumulative. A legislative body may elect to use any teleconferencing provisions that are applicable to a meeting, regardless of whether any other teleconferencing provisions would also be applicable to that meeting.

⊕

(g) For purposes of this section, the following definitions apply:

(1) "Remote location" means a location from which a member of a legislative body participates in a meeting pursuant to paragraph (7) of subdivision (b), other than any physical meeting location designated in the notice of the meeting. Remote locations need not be accessible to the public.

(2) "Teleconference" means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both.

(3) "Two-way audiovisual platform" means an online platform that provides participants with the ability to participate in a meeting via both an interactive video conference and a two-way telephonic service.

(4) "Two-way telephonic service" means a telephone service that does not require internet access and allows participants to dial a telephone number to listen and verbally participate.

(5) "Webcasting" means a streaming video broadcast online or on television, using streaming media technology to distribute a single content source to many simultaneous listeners and viewers.

SEC. 9. Section 54953.8.1 is added to the Government Code, to read:

54953.8.1. (a) A health authority may conduct a teleconference meeting pursuant to Section 54953.8, provided that it complies with the requirements of that section.

(b) Nothing in this section or Section 54953.8 shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority.

(c) For purposes of this section, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

SEC. 10. Section 54953.8.2 is added to the Government Code, to read:

54953.8.2. (a) A legislative body of a local agency may conduct a teleconference meeting pursuant to Section 54953.8 during a proclaimed state of emergency or local emergency, provided that it complies with the requirements of that section and the teleconferencing is used in either of the following circumstances:

(1) For the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(2) After a determination described in paragraph (1) is made that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(b) If the state of emergency or local emergency remains active, in order to continue to teleconference pursuant to this section, the legislative body shall, no later than 45 days after teleconferencing for the first time pursuant to this section, and every 45 days thereafter, make the following findings by majority vote:

(1) The legislative body has reconsidered the circumstances of the state of emergency or local emergency.

(2) The state of emergency or local emergency continues to directly impact the ability of the members to meet safely in person.

(c) This section shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(d) Notwithstanding paragraph (1) of subdivision (b) of Section 54953.8, a legislative body conducting a teleconference meeting pursuant to this section may elect to use a two-way telephonic service without a live webcasting of the meeting.

(e) For purposes of this section, the following definitions apply:

(1) "Local emergency" means a condition of extreme peril to persons or property proclaimed by the governing body of the local agency affected, in accordance with Section 8630 of the California Emergency Services Act (Chapter 7 (commencing with Section 8550) of Division 1 of Title 2), as defined in Section 8680.9, or a local health emergency declared pursuant to Section 101080 of the Health and Safety Code. Local emergency, as used in this section, refers only to local emergencies in the boundaries of the territory over which the local agency exercises jurisdiction.

(2) "State of emergency" means state of emergency proclaimed pursuant to Section 8625 of the California Emergency Services Act (Chapter 7 (commencing with Section 8550) of Division 1 of Title 2).

SEC. 11. Section 54953.8.3 is added to the Government Code, to read:

54953.8.3. (a) A legislative body of a local agency may conduct a teleconference meeting pursuant to Section 54953.8 if, during the teleconference meeting, at least a quorum of the

members of the legislative body participates in person from a singular physical location clearly identified on the agenda, which location shall be open to the public and situated within the boundaries of the territory over which the local agency exercises jurisdiction, provided that the legislative body complies with the requirements of Section 54953.8 and all of the following additional requirements:

(1) A member of the legislative body notifies the legislative body at the earliest opportunity possible, including at the start of a regular meeting, of their need to participate remotely for just cause, including a general description of the circumstances relating to their need to appear remotely at the given meeting.

(2) The member shall participate through both audio and visual technology.

(3) (A) The provisions of this subdivision shall not serve as a means for any member of a legislative body to participate in meetings of the legislative body solely by teleconference from a remote location for just cause for more than the following number of meetings, as applicable:

(i) Two meetings per year, if the legislative body regularly meets once per month or less.

(ii) Five meetings per year, if the legislative body regularly meets twice per month.

(iii) Seven meetings per year, if the legislative body regularly meets three or more times per month.

(B) For the purpose of counting meetings attended by teleconference under this paragraph, a “meeting” shall be defined as any number of meetings of the legislative body of a local agency that begin on the same calendar day.

(b) The minutes for the meeting shall identify the specific provision in subdivision (c) that each member relied upon to participate remotely. This subdivision shall not be construed to require the member to disclose any medical diagnosis or disability, or any personal medical information that is otherwise exempt under existing law, including, but not limited to, the Confidentiality of Medical Information Act (Chapter 1 (commencing with Section 56) of Part 2.6 of Division 1 of the Civil Code).

(c) For purposes of this section, “just cause” means any of the following:

(1) Childcare or caregiving need of a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner that requires them to participate remotely. “Child,” “parent,” “grandparent,” “grandchild,” and “sibling” have the same meaning as those terms do in Section 12945.2.

(2) A contagious illness that prevents a member from attending in person.

(3) A need related to a physical or mental condition that is not subject to subdivision (c) of Section 54953.

(4) Travel while on official business of the legislative body or another state or local agency.

(5) An immunocompromised child, parent, grandparent, grandchild, sibling, spouse, or domestic partner of the member that requires the member to participate remotely.

(6) A physical or family medical emergency that prevents a member from attending in person.

~~(d) This section shall not be construed to limit the ability of a legislative body to use alternative teleconferencing provisions.~~

(e) This section shall remain in effect only until January 1, 2030, and as of that date is repealed.

SEC. 12. Section 54953.8.4 is added to the Government Code, to read:

54953.8.4. (a) An eligible neighborhood council may conduct a teleconference meeting pursuant to Section 54953.8, provided that it complies with the requirements of that section and all of the following have occurred:

(1) (A) The city council for a city described in paragraph (2) of subdivision (b) considers whether to adopt a resolution to authorize eligible neighborhood councils to use teleconferencing as described in this section at an open and regular meeting.

(B) If the city council adopts a resolution described in subparagraph (A), an eligible neighborhood council may elect to use teleconferencing pursuant to this section if a majority of the eligible neighborhood council votes to do so. The eligible neighborhood council shall notify the city council if it elects to use teleconferencing pursuant to this section and its justification for doing so.

(C) Upon receiving notification from an eligible neighborhood council described in subparagraph (B), the city council may adopt a resolution to prohibit the eligible neighborhood council from using teleconferencing pursuant to this section.

(2) After completing the requirements of subparagraph (A) of paragraph (1), an eligible neighborhood council that holds a meeting pursuant to this subdivision shall do all of the following:

(A) At least a quorum of the members of the eligible neighborhood council shall participate from locations within the boundaries of the city in which the eligible neighborhood council is established.

(B) At least once per year, at least a quorum of the members of the eligible neighborhood council shall participate in person from a singular physical location that is open to the public and within the boundaries of the eligible neighborhood council.

(3) If the meeting is during regular business hours of the offices of the city council member that represents the area that includes the eligible neighborhood council, the eligible neighborhood council shall provide a publicly accessible physical location from which the public may attend or comment, which shall be the offices of the city council member who represents the area where the eligible neighborhood council is located, unless the eligible neighborhood council identifies an alternative location.

(4) If the meeting is outside regular business hours, the eligible neighborhood council shall make reasonable efforts to accommodate any member of the public that requests an accommodation to participate in the meeting.

(b) For purposes of this section, the following definitions apply:

(1) "Accommodation" means providing a publicly accessible physical location for the member of the public to participate from, providing access to technology necessary to participate in the meeting, or identifying locations or resources available that could provide the member of the public with an opportunity to participate in the meeting.

(2) "Eligible neighborhood council" means a neighborhood council that is an advisory body with the purpose to promote more citizen participation in government and make government more responsive to local needs that is established pursuant to the charter of a city with a population of more than 3,000,000 people that is subject to this chapter.

(c) This section shall remain in effect only until January 1, 2030, and as of that date is repealed.

SEC. 13. Section 54953.8.5 is added to the Government Code, to read:

54953.8.5. (a) An eligible community college student organization may conduct a teleconference meeting pursuant to Section 54953.8, provided that it complies with the requirements of that section and all of the following additional requirements:

(1) An eligible community college student organization may only use teleconferencing as described in Section 54953.8 after all the following have occurred:

(A) The board of trustees for a community college district considers whether to adopt a resolution to authorize eligible community college student organizations to use teleconferencing as described in this section at an open and regular meeting.

(B) If the board of trustees for a community college district adopts a resolution described in subparagraph (A), an eligible community college student organization may elect to use teleconferencing pursuant to this section if a majority of the eligible community college student organization votes to do so. The eligible community college student organization shall notify the board of trustees if it elects to use teleconferencing pursuant to this section and its justification for doing so.

(C) Upon receiving notification from an eligible community college student organization as described in subparagraph (B), the board of trustees may adopt a resolution to prohibit the eligible community college student organization from using teleconferencing pursuant to this section.

(D) (i) Except as specified in clause (ii), at least a quorum of the members of the eligible community college student organization shall participate from a singular physical location that is accessible to the public and is within the community college district in which the eligible community college student organization is established.

(ii) The requirements described in clause (i) shall not apply to the California Online Community College.

(iii) Notwithstanding the requirements of clause (i), a person may count toward the establishment of a quorum pursuant to clause (i) regardless of whether the person is participating at the in-person location of the meeting or remotely if the person meets any of the following criteria:

(I) The person is under 18 years of age.

(II) The person is incarcerated.

(III) The person is unable to disclose the location that they are participating from because of either of the following circumstances:

(ia) The person has been issued a protective court order, including, but not limited to, a domestic violence restraining order.

(ib) The person is participating in a program that has to remain confidential, including, but not limited to, an independent living program.

(IV) The person provides childcare or caregiving to a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner that requires them to participate remotely. For purposes of this subclause, "child," "parent," "grandparent," "grandchild," and "sibling" have the same meaning as those terms are defined in Section 12945.2.

(2) An eligible community college student organization that holds a meeting by teleconference as described in Section 54953.8 shall do the following, as applicable:

(A) (i) Except as specified in subparagraph (B), if the meeting is during regular business hours of the offices of the board of trustees of the community college district, the eligible community college student organization shall provide a publicly accessible physical location from which the public may attend or comment, which shall be the offices of the board of trustees of the community college district, unless the eligible community college student organization identifies an alternative location.

(ii) Except as specified in subparagraph (B), if the meeting is outside regular business hours, the eligible community college student organization shall make reasonable efforts to accommodate any member of the public that requests an accommodation to participate in the meeting. For the purposes of this subparagraph, "accommodation" means providing a publicly accessible physical

location for the member of the public to participate from, providing access to technology necessary to participate in the meeting, or identifying locations or resources available that could provide the member of the public with an opportunity to participate in the meeting.

(B) The requirements described in subparagraph (A) shall not apply to the California Online Community College.

(b) For purposes of this section, “eligible community college student organization” means a student body association organized pursuant to Section 76060 of the Education Code, or any other student-run community college organization that is required to comply with the meeting requirements of this chapter, that is in any community college recognized within the California Community Colleges system and includes the Student Senate for California Community Colleges.

(c) This section shall remain in effect only until January 1, 2030, and as of that date is repealed.

SEC. 14. Section 54953.8.6 is added to the Government Code, to read:

54953.8.6. (a) An eligible subsidiary body may conduct a teleconference meeting pursuant to Section 54953.8, provided that it complies with the requirements of that section and all of the following additional requirements:

(1) The eligible subsidiary body shall designate ~~at least one~~ physical meeting location within the boundaries of the legislative body that created the eligible subsidiary body where ~~members of the subsidiary body not participating remotely shall be present and~~ members of the public may physically attend, observe, hear, and participate in the meeting. At least one staff member of the eligible subsidiary body or the legislative body that created the eligible subsidiary body shall be present at ~~each the~~ physical meeting location during the meeting. The eligible subsidiary body shall post the agenda at ~~each the~~ physical meeting location, but need not post the agenda at a remote location.

(2) (A) A member of the eligible subsidiary body shall visibly appear on camera during the open portion of a meeting that is publicly accessible via the internet or other online platform, except if the member ~~is participating remotely pursuant to subdivision (c) of Section 54953 and a physical condition related to their disability results in a need to participate off camera has a disability, as defined in Section 12102 of Title 42 of the United States Code, that precludes the member from being physically capable of appearing on camera.~~

Formatted: Font: Bold

(B) The visual appearance of a member of the eligible subsidiary body on camera may cease only when the appearance would be technologically ~~infeasible~~ ~~impracticable~~, including, but not limited to, when the member experiences a lack of reliable broadband or internet connectivity that would be remedied by joining without video, ~~or when the visual display of meeting materials, information, or speakers on the internet or other online platform requires the visual appearance of a member of a subsidiary body on camera to cease.~~

(C) If a member of the eligible subsidiary body does not appear on camera due to challenges with internet connectivity, the member shall announce the reason for their nonappearance ~~when~~ ~~before~~ they turn off their camera.

(3) An elected official serving as a member of an eligible subsidiary body in their official capacity shall not participate in a meeting of the eligible subsidiary body by teleconferencing pursuant to this section unless the use of teleconferencing complies with the requirements of paragraph (3) of subdivision (b) of Section 54953.

(4) (A) In order to use teleconferencing pursuant to this section, the legislative body that established the eligible subsidiary body by charter, ordinance, resolution, or other formal action shall make the following findings by majority vote before the eligible subsidiary body uses teleconferencing pursuant to this section for the first time, and every ~~12-6~~ months thereafter:

- (i) The legislative body has considered the circumstances of the eligible subsidiary body.
 - (ii) Teleconference meetings of the eligible subsidiary body would enhance public access to meetings of the eligible subsidiary body and the public has been made aware of the type of remote participation, audio-visual or telephonic, that will be made available at a regularly scheduled meeting and have been given the opportunity to comment at an in-person meeting of the legislative body authorizing the subsidiary body to meet entirely remotely.
 - (iii) Teleconference meetings of the eligible subsidiary body would promote the attraction, retention, and diversity of eligible subsidiary body members.
- (B) (i) An eligible subsidiary body authorized to use teleconferencing pursuant to this section may request to present any recommendations it develops to the legislative body that created it.
- (ii) Upon receiving a request described in clause (i), the legislative body that created the subsidiary body shall hold a discussion at a regular meeting held within 60 days after the legislative body receives the request, or if the legislative body does not have another regular meeting scheduled within 60 days after the legislative body receives the request, at the next regular meeting after the request is received.
- (iii) The discussion required by clause (ii) shall not be placed on a consent calendar, but may be combined with the legislative body's subsequent consideration of the findings described in subparagraph (A) for the following 12 months.
- (iv) The legislative body shall not take any action on any recommendations included in the report of a subsidiary body until the next regular meeting of the legislative body following the discussion described in clause (ii).
- (C) After the legislative body makes the findings described in subparagraph (A), the eligible subsidiary body shall approve the use of teleconferencing by majority vote before using teleconference pursuant to this section.
- (D) The legislative body that created the eligible subsidiary body may elect to prohibit the eligible subsidiary body from using teleconferencing pursuant to this section at any time.
- (b) (1) For purposes of this section, "eligible subsidiary body" means a legislative body that meets all of the following:
- (A1) Is described in subdivision (b) of Section 54952.
 - (B2) Serves exclusively in an advisory capacity.
 - (C3) Is not authorized to take final action on legislation, regulations, contracts, licenses, permits, or any other entitlements, grants, or allocations of funds.
 - (D4) Does not have primary subject matter jurisdiction, as defined by the charter, an ordinance, a resolution, or any formal action of the legislative body that created the subsidiary body, that focuses on elections, privacy, budgets, taxes or related spending proposals, police oversight, or removing from, or restricting access to, materials available in public libraries.
- (2) An eligible subsidiary body may include members who are elected officials, members who are not elected officials, or any combination thereof.
- (c) This section shall remain in effect only until January 1, 2030, and as of that date is repealed.
- SEC. 15. Section 54953.8.7 is added to the Government Code, to read:
- 54953.8.7. (a) An eligible multijurisdictional body may conduct a teleconference meeting pursuant to Section 54953.8, provided that it complies with the requirements of that section and all of the following additional requirements:
- (1) The eligible multijurisdictional body has adopted a resolution that authorizes the eligible multijurisdictional body to use teleconferencing pursuant to this section at a regular meeting in open session.

(2) At least a quorum of the members of the eligible multijurisdictional body shall participate from one or more physical locations that are open to the public and within the boundaries of the territory over which the local agency exercises jurisdiction.

(3) A member of the eligible multijurisdictional body who receives compensation for their service on the eligible multijurisdictional body shall participate from a physical location that is open to the public. For purposes of this paragraph, “compensation” does not include reimbursement for actual and necessary expenses.

(4) A member of the eligible multijurisdictional body may participate from a remote location provided that:

(A) The eligible multijurisdictional body identifies each member of the eligible multijurisdictional body who plans to participate remotely in the agenda.

(B) The member shall participate through both audio and visual technology.

(5) A member of the eligible multijurisdictional body shall not participate in a meeting remotely pursuant to this section, unless the location from which the member participates is more than 20 miles each way from any physical location of the meeting described in paragraph (2).

(6) The provisions of this section shall not serve as a means for any member of a legislative body to participate in meetings of the legislative body solely by teleconference from a remote location for more than the following number of meetings, as applicable:

(A) Five meetings per year, if the legislative body regularly meets twice per month.

(B) Two meetings per year, if the legislative body regularly meets once per month or less.

~~(C)~~ Seven meetings per year, if the legislative body regularly meets three or more times per month.

~~(D)~~ For the purpose of counting meetings attended by teleconference under this paragraph, a “meeting” shall be defined as any number of meetings of the legislative body of a local agency that begin on the same calendar day.

(b) For the purposes of this section, both of the following definitions apply:

(1) “Eligible multijurisdictional body” means a multijurisdictional board, commission, or advisory body of a multijurisdictional, cross-county agency, the membership of which board, commission, or advisory body is appointed, and the board, commission, or advisory body is otherwise subject to this chapter.

(2) “Multijurisdictional” means either of the following:

(A) A legislative body that includes representatives from more than one county, city, city and county, or special district.

(B) A legislative body of a joint powers entity formed pursuant to an agreement entered into in accordance with Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1.

(c) This section shall remain in effect only until January 1, 2030, and as of that date is repealed.

SEC. 16. Section 54954.2 of the Government Code, as amended by Section 92 of Chapter 131 of the Statutes of 2023, is amended to read:

54954.2. (a) (1) At least 72 hours before a regular meeting, the legislative body of the local agency, or its designee, shall post an agenda that meets all of the following requirements:

(A) The agenda shall contain a brief general description of each item of business to be transacted or discussed at the meeting, including items to be discussed in closed session. A brief general description of an item generally need not exceed 20 words.

(B) The agenda shall specify the time and location of the regular meeting and shall be posted in a location that is freely accessible to members of the public and on the local agency’s internet website, if the local agency has one.

(C) (i) If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof.

(ii) The agenda shall include information regarding how, to whom, and when a request for disability-related modification or accommodation, including auxiliary aids or services, may be made by a person with a disability who requires a modification or accommodation in order to participate in the public meeting.

(2) For a meeting occurring on and after January 1, 2019, of a legislative body of a city, county, city and county, special district, school district, or political subdivision established by the state that has an internet website, the following provisions shall apply:

(A) An online posting of an agenda shall be posted on the primary internet website home page of a city, county, city and county, special district, school district, or political subdivision established by the state that is accessible through a prominent, direct link to the current agenda. The direct link to the agenda shall not be in a contextual menu; however, a link in addition to the direct link to the agenda may be accessible through a contextual menu.

(B) An online posting of an agenda, including, but not limited to, an agenda posted in an integrated agenda management platform, shall be posted in an open format that meets all of the following requirements:

(i) Retrievable, downloadable, indexable, and electronically searchable by commonly used internet search applications.

(ii) Platform independent and machine readable.

(iii) Available to the public free of charge and without any restriction that would impede the reuse or redistribution of the agenda.

(C) A legislative body of a city, county, city and county, special district, school district, or political subdivision established by the state that has an internet website and an integrated agenda management platform shall not be required to comply with subparagraph (A) if all of the following are met:

(i) A direct link to the integrated agenda management platform shall be posted on the primary internet website home page of a city, county, city and county, special district, school district, or political subdivision established by the state. The direct link to the integrated agenda management platform shall not be in a contextual menu. When a person clicks on the direct link to the integrated agenda management platform, the direct link shall take the person directly to an internet website with the agendas of the legislative body of a city, county, city and county, special district, school district, or political subdivision established by the state.

(ii) The integrated agenda management platform may contain the prior agendas of a legislative body of a city, county, city and county, special district, school district, or political subdivision established by the state for all meetings occurring on or after January 1, 2019.

(iii) The current agenda of the legislative body of a city, county, city and county, special district, school district, or political subdivision established by the state shall be the first agenda available at the top of the integrated agenda management platform.

(iv) All agendas posted in the integrated agenda management platform shall comply with the requirements in clauses (i), (ii), and (iii) of subparagraph (B).

(D) The provisions of this paragraph shall not apply to a political subdivision of a local agency that was established by the legislative body of the city, county, city and county, special district, school district, or political subdivision established by the state.

(E) For purposes of this paragraph, both of the following definitions apply:

(1) "Integrated agenda management platform" means an internet website of a city, county, city and county, special district, school district, or political subdivision established by the state dedicated to providing the entirety of the agenda information for the legislative body of the city, county, city and county, special district, school district, or political subdivision established by the state to the public.

(2) "Legislative body" means a legislative body that meets the definition of subdivision (a) of Section 54952.

(3) No action or discussion shall be undertaken on any item not appearing on the posted agenda, except that members of a legislative body or its staff may briefly respond to statements made or questions posed by persons exercising their public testimony rights under Section 54954.3. In addition, on their own initiative or in response to questions posed by the public, a member of a legislative body or its staff may ask a question for clarification, make a brief announcement, or make a brief report on their own activities. Furthermore, a member of a legislative body, or the body itself, subject to rules or procedures of the legislative body, may provide a reference to staff or other resources for factual information, request staff to report back to the body at a subsequent meeting concerning any matter, or take action to direct staff to place a matter of business on a future agenda.

(b) Notwithstanding subdivision (a), the legislative body may take action on items of business not appearing on the posted agenda under any of the conditions stated below. Prior to discussing any item pursuant to this subdivision, the legislative body shall publicly identify the item.

(1) Upon a determination by a majority vote of the legislative body that an emergency situation exists, as defined in Section 54956.5.

(2) Upon a determination by a two-thirds vote of the members of the legislative body present at the meeting, or, if less than two-thirds of the members are present, a unanimous vote of those members present, that there is a need to take immediate action and that the need for action came to the attention of the local agency subsequent to the agenda being posted as specified in subdivision (a).

(3) The item was posted pursuant to subdivision (a) for a prior meeting of the legislative body occurring not more than five calendar days prior to the date action is taken on the item, and at the prior meeting the item was continued to the meeting at which action is being taken.

(c) This section is necessary to implement and reasonably within the scope of paragraph (1) of subdivision (b) of Section 3 of Article I of the California Constitution.

(d) For purposes of subdivision (a), the requirement that the agenda be posted on the local agency's internet website, if the local agency has one, shall only apply to a legislative body that meets either of the following standards:

(1) A legislative body as that term is defined by subdivision (a) of Section 54952.

(2) A legislative body as that term is defined by subdivision (b) of Section 54952, if the members of the legislative body are compensated for their appearance, and if one or more of the members of the legislative body are also members of a legislative body as that term is defined by subdivision (a) of Section 54952.

SEC. 17. Section 54954.3 of the Government Code is amended to read:

54954.3. (a) (1) Every agenda for regular meetings shall provide an opportunity for members of the public to directly address the legislative body on any item of interest to the public, before or during the legislative body's consideration of the item, that is within the subject matter

jurisdiction of the legislative body, provided that no action shall be taken on any item not appearing on the agenda unless the action is otherwise authorized by subdivision (b) of Section 54954.2.

(2) (A) Notwithstanding paragraph (1), the agenda need not provide an opportunity for members of the public to address the legislative body on any item that has already been considered by a committee, composed exclusively of members of the legislative body, at a public meeting wherein all interested members of the public were afforded the opportunity to address the committee on the item, before or during the committee's consideration of the item.

(B) Subparagraph (A) shall not apply if any of the following conditions are met:

(i) The item has been substantially changed since the committee heard the item, as determined by the legislative body.

(ii) When considering the item, a quorum of the committee members did not participate from a singular physical location, that was clearly identified on the agenda, open to the public, and situated within the boundaries of the territory over which the local agency exercises jurisdiction.

(iii) The committee has primary subject matter jurisdiction, as defined by the charter, an ordinance, a resolution, or any formal action of the legislative body that created the subsidiary body, that focuses on elections, privacy, budgets, taxes or related spending proposals, police oversight, or removing from, or restricting access to, materials available in public libraries. This clause shall not apply to an item if the local agency has adopted a law applicable to the meeting of the committee at which the item was considered prohibits the committee from placing a limit on the total amount of time for public comment on the item.

~~(2)~~

(3) Every notice for a special meeting shall provide an opportunity for members of the public to directly address the legislative body concerning any item that has been described in the notice for the meeting before or during consideration of that item.

(b) (1) The legislative body of a local agency may adopt reasonable regulations to ensure that the intent of subdivision (a) is carried out, including, but not limited to, regulations limiting the total amount of time allocated for public testimony on particular issues and for each individual speaker.

(2) Notwithstanding paragraph (1), when the legislative body of a local agency limits time for public comment, the legislative body of a local agency shall provide at least twice the allotted time to a member of the public who utilizes a translator to ensure that non-English speakers receive the same opportunity to directly address the legislative body of a local agency.

(3) Paragraph (2) shall not apply if the legislative body of a local agency utilizes simultaneous translation equipment in a manner that allows the legislative body of a local agency to hear the translated public testimony simultaneously.

(c) The legislative body of a local agency shall not prohibit public criticism of the policies, procedures, programs, or services of the agency, or of the acts or omissions of the legislative body. Nothing in this subdivision shall confer any privilege or protection for expression beyond that otherwise provided by law.

SEC. 18. Section 54956 of the Government Code is amended to read:

54956. (a) (1) A special meeting may be called at any time by the presiding officer of the legislative body of a local agency, or by a majority of the members of the legislative body, by delivering written notice to each member of the legislative body and to each local newspaper of general circulation and radio or television station requesting notice in writing and posting a notice on the local agency's internet website, if the local agency has one. The notice shall be delivered personally or by any other means and shall be received at least 24 hours before the time of the

meeting as specified in the notice. The call and notice shall specify the time and place of the special meeting and the business to be transacted or discussed. No other business shall be considered at these meetings by the legislative body. The written notice may be dispensed with as to any member who at or prior to the time the meeting convenes files with the clerk or secretary of the legislative body a written waiver of notice. The waiver may be given by telephone or electronic mail. The written notice may also be dispensed with as to any member who is actually present at the meeting at the time it convenes.

(2) The call and notice shall be posted at least 24 hours prior to the special meeting in a location that is freely accessible to members of the public.

(b) Notwithstanding any other law, a legislative body shall not call a special meeting regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits, of the legislative body or of a local agency executive, as defined in subdivision (d) of Section 3511.1. However, this subdivision does not apply to a local agency calling a special meeting to discuss the local agency's budget.

SEC. 19. Section 54956.5 of the Government Code is amended to read:

54956.5. (a) For purposes of this section, "emergency situation" means both of the following:

(1) An emergency, which shall be defined as a work stoppage, crippling activity, or other activity that severely impairs public health, safety, or both, as determined by a majority of the members of the legislative body.

(2) A dire emergency, which shall be defined as a crippling disaster, mass destruction, terrorist act, or threatened terrorist activity that poses peril so immediate and significant that requiring a legislative body to provide one-hour notice before holding an emergency meeting under this section may endanger the public health, safety, or both, as determined by a majority of the members of the legislative body.

(b) (1) Subject to paragraph (2), in the case of an emergency situation involving matters upon which prompt action is necessary due to the disruption or threatened disruption of public facilities, a legislative body may hold an emergency meeting without complying with either the 24-hour notice requirement or the 24-hour posting requirement of Section 54956 or both of the notice and posting requirements.

(2) Each local newspaper of general circulation and radio or television station that has requested notice of special meetings pursuant to Section 54956 shall be notified by the presiding officer of the legislative body, or designee thereof, one hour prior to the emergency meeting, or, in the case of a dire emergency, at or near the time that the presiding officer or designee notifies the members of the legislative body of the emergency meeting.

(A) Except as provided in subparagraph (B), the notice required by this paragraph shall be given by telephone and all telephone numbers provided in the most recent request of a newspaper or station for notification of special meetings shall be exhausted. In the event that telephone services are not functioning, the notice requirements of this paragraph shall be deemed waived, and the legislative body, or designee of the legislative body, shall notify those newspapers, radio stations, or television stations of the fact of the holding of the emergency meeting, the purpose of the meeting, and any action taken at the meeting as soon after the meeting as possible.

(B) For an emergency meeting held pursuant to this section, the presiding officer of the legislative body, or designee thereof, may send the notifications required by this paragraph by email instead of by telephone, as provided in subparagraph (A), to all local newspapers of general circulation, and radio or television stations, that have requested those notifications by email, and all email addresses provided by representatives of those newspapers or stations shall be exhausted.

In the event that internet services and telephone services are not functioning, the notice requirements of this paragraph shall be deemed waived, and the legislative body, or designee of the legislative body, shall notify those newspapers, radio stations, or television stations of the fact of the holding of the emergency meeting, the purpose of the meeting, and any action taken at the meeting as soon after the meeting as possible.

(c) During a meeting held pursuant to this section, the legislative body may meet in closed session pursuant to Section 54957 if agreed to by a two-thirds vote of the members of the legislative body present, or, if less than two-thirds of the members are present, by a unanimous vote of the members present.

(d) All special meeting requirements, as prescribed in Section 54956 shall be applicable to a meeting called pursuant to this section, with the exception of the 24-hour notice requirement.

(e) The minutes of a meeting called pursuant to this section, a list of persons who the presiding officer of the legislative body, or designee of the legislative body, notified or attempted to notify, a copy of the rollcall vote, and any actions taken at the meeting shall be posted for a minimum of 10 days in a public place as soon after the meeting as possible.

SEC. 20. Section 54957.6 of the Government Code is amended to read:

54957.6. (a) Notwithstanding any other provision of law, a legislative body of a local agency may hold closed sessions with the local agency's designated representatives regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits of its represented and unrepresented employees, and, for represented employees, any other matter within the statutorily provided scope of representation, subject to all of the following conditions:

(1) Prior to the closed session, the legislative body of the local agency shall hold an open and public session in which it identifies its designated representatives.

(2) The closed session shall be for the purpose of reviewing its position and instructing the local agency's designated representatives.

(3) The closed session may take place prior to and during consultations and discussions with representatives of employee organizations and unrepresented employees.

(4) Any closed session with the local agency's designated representative regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits may include discussion of an agency's available funds and funding priorities, but only insofar as these discussions relate to providing instructions to the local agency's designated representative.

(5) The closed session shall not include final action on the proposed compensation of one or more unrepresented employees.

(6) For the purposes enumerated in this section, a legislative body of a local agency may also meet with a state conciliator who has intervened in the proceedings.

(b) For the purposes of this section, the term "employee" shall include an officer or an independent contractor who functions as an officer or an employee, but shall not include any elected official, member of a legislative body, or other independent contractors.

SEC. 21. Section 54957.9 of the Government Code is amended to read:

54957.9. In the event that any meeting is willfully interrupted by a group or groups of persons so as to render the orderly conduct of the meeting unfeasible and order cannot be restored by the removal of individuals who are willfully interrupting the meeting, the members of the legislative body conducting the meeting may order the meeting room cleared and continue in session. Only matters appearing on the agenda may be considered in such a session. Representatives of the press or other news media, except those participating in the disturbance, shall be allowed to attend any session held pursuant to this section. Nothing in this section shall prohibit the legislative body

from establishing a procedure for readmitting an individual or individuals not responsible for willfully disturbing the orderly conduct of the meeting.

SEC. 22. Section 54957.95 of the Government Code is amended to read:

54957.95. (a) (1) In addition to authority exercised pursuant to Sections 54954.3 and 54957.9, the presiding member of the legislative body conducting a meeting or their designee may remove, or cause the removal of, an individual for disrupting the meeting, including any teleconferenced meeting.

(2) Prior to removing an individual, the presiding member or their designee shall warn the individual that their behavior is disrupting the meeting and that their failure to cease their behavior may result in their removal. The presiding member or their designee may then remove the individual if they do not promptly cease their disruptive behavior. This paragraph does not apply to any behavior described in subparagraph (B) of paragraph (1) of subdivision (b).

(b) As used in this section:

(1) "Disrupting" means engaging in behavior during a meeting of a legislative body that actually disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting and includes, but is not limited to, one of the following:

(A) A failure to comply with reasonable and lawful regulations adopted by a legislative body pursuant to Section 54954.3 or any other law.

(B) Engaging in behavior that constitutes use of force or a true threat of force.

(2) "True threat of force" means a threat that has sufficient indicia of intent and seriousness, that a reasonable observer would perceive it to be an actual threat to use force by the person making the threat.

SEC. 23. Section 54957.96 is added to the Government Code, to read:

54957.96. (a) The existing authority of a legislative body or its presiding officer to remove or limit participation by ~~individuals or groups of~~ persons who engage in behavior that actually disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting, including existing limitations upon that authority, shall apply to members of the public participating in a meeting via a two-way telephonic service or a two-way audiovisual platform.

(b) For purposes of this section, the following definitions apply:

(1) "Two-way audiovisual platform" means an online platform that provides participants with the ability to participate in a meeting via both an interactive video conference and a two-way telephonic service.

(2) "Two-way telephonic service" means a telephone service that does not require internet access and allows participants to dial a telephone number to listen and verbally participate.

SEC. 24. ~~Section 54960.2 of the Government Code is amended to read:~~

~~54960.2. (a) The district attorney or any interested person may file an action to determine the applicability of this chapter to past actions of the legislative body pursuant to subdivision (a) of Section 54960 only if all of the following conditions are met:~~

~~(1) The district attorney or interested person alleging a violation of this chapter first submits a cease and desist letter by postal mail or facsimile transmission to the clerk or secretary of the legislative body being accused of the violation, as designated in the statement pertaining to that public agency on file pursuant to Section 53051, or if the agency does not have a statement on file designating a clerk or a secretary, to the chief executive officer of that agency, clearly describing the past action of the legislative body and nature of the alleged violation.~~

~~(2) The cease and desist letter required under paragraph (1) is submitted to the legislative body within 12 months of the alleged violation.~~

~~(3) The time during which the legislative body may respond to the cease and desist letter pursuant to subdivision (b) has expired and the legislative body has not provided an unconditional commitment pursuant to subdivision (c).~~

~~(4) Within 60 days of receipt of the legislative body's response to the cease and desist letter, other than an unconditional commitment pursuant to subdivision (c), or within 60 days of the expiration of the time during which the legislative body may respond to the cease and desist letter pursuant to subdivision (b), whichever is earlier, the party submitting the cease and desist letter shall commence the action pursuant to subdivision (a) of Section 54960 or thereafter be barred from commencing the action.~~

~~(b) The legislative body may respond to a cease and desist letter submitted pursuant to subdivision (a) within 30 days of receiving the letter. This subdivision shall not be construed to prevent the legislative body from providing an unconditional commitment pursuant to subdivision (c) at any time after the 30-day period has expired, except that in that event the court shall award court costs and reasonable attorney's fees to the plaintiff in an action brought pursuant to this section, in accordance with Section 54960.5.~~

~~(c) (1) If the legislative body elects to respond to the cease and desist letter with an unconditional commitment to cease, desist from, and not repeat the past action that is alleged to violate this chapter, that response shall be in substantially the following form:~~

~~To _____;~~

~~The [name of legislative body] has received your cease and desist letter dated [date] alleging that the following described past action of the legislative body violates the Ralph M. Brown Act:~~

~~[Describe alleged past action, as set forth in the cease and desist letter submitted pursuant to subdivision (a)]~~

~~In order to avoid unnecessary litigation and without admitting any violation of the Ralph M. Brown Act, the [name of legislative body] hereby unconditionally commits that it will cease, desist from, and not repeat the challenged past action as described above.~~

~~The [name of legislative body] may rescind this commitment only by a majority vote of its membership taken in open session at a regular meeting and noticed on its posted agenda as "Rescission of Brown Act Commitment." You will be provided with written notice, sent by any means or media you provide in response to this message, to whatever address or addresses you specify, of any intention to consider rescinding this commitment at least 30 days before any such regular meeting. In the event that this commitment is rescinded, you will have the right to commence legal action pursuant to subdivision (a) of Section 54960 of the Government Code. That notice will be delivered to you by the same means as this commitment, or may be mailed to an address that you have designated in writing.~~

~~Very truly yours,~~

~~_____
[Chairperson or acting chairperson of the legislative body]~~

~~(2) An unconditional commitment pursuant to this subdivision shall be approved by the legislative~~

body in open session at a regular or special meeting as a separate item of business, and not on its consent agenda.

~~(3) An action shall not be commenced to determine the applicability of this chapter to any past action of the legislative body for which the legislative body has provided an unconditional commitment pursuant to this subdivision. During any action seeking a judicial determination regarding the applicability of this chapter to any past action of the legislative body pursuant to subdivision (a), if the court determines that the legislative body has provided an unconditional commitment pursuant to this subdivision, the action shall be dismissed with prejudice. Nothing in this subdivision shall be construed to modify or limit the existing ability of the district attorney or any interested person to commence an action to determine the applicability of this chapter to ongoing actions or threatened future actions of the legislative body.~~

~~(4) Except as provided in subdivision (d), the fact that a legislative body provides an unconditional commitment shall not be construed or admissible as evidence of a violation of this chapter.~~

~~(d) If the legislative body provides an unconditional commitment as set forth in subdivision (c), the legislative body shall not thereafter take or engage in the challenged action described in the cease and desist letter, except as provided in subdivision (e). Violation of this subdivision shall constitute an independent violation of this chapter, without regard to whether the challenged action would otherwise violate this chapter. An action alleging past violation or threatened future violation of this subdivision may be brought pursuant to subdivision (a) of Section 54960, without regard to the procedural requirements of this section.~~

~~(e) The legislative body may resolve to rescind an unconditional commitment made pursuant to subdivision (c) by a majority vote of its membership taken in open session at a regular meeting as a separate item of business not on its consent agenda, and noticed on its posted agenda as "Rescission of Brown Act Commitment," provided that not less than 30 days prior to such regular meeting, the legislative body provides written notice of its intent to consider the rescission to each person to whom the unconditional commitment was made, and to the district attorney. Upon rescission, the district attorney or any interested person may commence an action pursuant to subdivision (a) of Section 54960. An action under this subdivision may be brought pursuant to subdivision (a) of Section 54960, without regard to the procedural requirements of this section.~~

~~SEC. 25.~~

SEC. 24. The Legislature finds and declares that Section 4 of this act, which amends Section 54953 of, Section 5 of this act, which adds Section 54953.4 to, Sections 8 to 15, inclusive, of this act, which add Sections 54953.8 to 54953.8.7, respectively, to, Section 19 of this act, which amends Section 54956.5 of, Section 22 of this act, which amends Section 54957.95 of, and Section 23 of this act, which adds Section 54957.96 to, the Government Code, impose a limitation on the public's right of access to the meetings of public bodies or the writings of public officials and agencies within the meaning of Section 3 of Article I of the California Constitution. Pursuant to that constitutional provision, the Legislature makes the following findings to demonstrate the interest protected by this limitation and the need for protecting that interest:

(a) This act is necessary to provide opportunities for public participation in meetings of specified public agencies and to promote the recruitment and retention of members of those agencies.

(b) This act is necessary to ensure minimum standards for public participation and notice requirements allowing for greater public participation in meetings.

(c) This act is necessary to modernize the Ralph M. Brown Act to reflect recent technological changes that can promote greater public access to local officials.

(d) The exclusively virtual nature of the California Online Community College presents unique barriers to the requirements for an in-person quorum, a physical location for public participation, and certain accommodations. Participating students of the online community college come from all across the state and necessitating travel for these requirements would pose a significant and exclusionary barrier.

~~SEC. 26.~~

SEC. 25. The Legislature finds and declares that Sections 1 and 2 of this act, which amend and repeal Section 54952.2, respectively, of, Section 3 of this act, which amends Section 54952.7 of, Section 4 of this act, which amends Section 54953 of, Section 5 of this act, which adds Section 54953.4 to, Section 6 of this act, which amends Section 54953.5 of, Section 7 of this act, which amends Section 54953.7 of, Sections 8 to 15, inclusive, of this act, which add Sections 54953.8 to 54953.8.7, respectively, to, Section 16 of this act, which amends Section 54954.2 of, Section 17 of this act, which amends Section 54954.3 of, Section 18 of this act, which amends Section 54956 of, Section 19 of this act, which amends Section 54956.5 of, Section 20 of this act, which amends Section 54957.6 of, Section 21 of this act, which amends Section 54957.9 of, Section 22 of this act, which amends Section 54957.95 of, *and* Section 23 of this act, which adds Section 54957.96 to, ~~and Section 24 of this act, which amends Section 54960.2 of~~ the Government Code, further, within the meaning of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the purposes of that constitutional section as it relates to the right of public access to the meetings of local public bodies or the writings of local public officials and local agencies. Pursuant to paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the Legislature makes the following findings:

(a) This act is necessary to provide opportunities for public participation in meetings of specified public agencies and to promote the recruitment and retention of members of those agencies.

(b) This act is necessary to ensure minimum standards for public participation and notice requirements allowing for greater public participation in meetings.

(c) This act is necessary to modernize the Ralph M. Brown Act to reflect recent technological changes that can promote greater public access to local officials.

(d) The exclusively virtual nature of the California Online Community College presents unique barriers to the requirements for an in-person quorum, a physical location for public participation, and certain accommodations. Participating students of the online community college come from all across the state and necessitating travel for these requirements would pose a significant and exclusionary barrier.

~~SEC. 27.~~

SEC. 26. The Legislature finds and declares that adequate public access to meetings is a matter of statewide concern and is not a municipal affair as that term is used in Section 5 of Article XI of the California Constitution. Therefore, this bill would apply to all cities, including charter cities.

~~SEC. 28.~~

SEC. 27. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because the only costs that may be incurred by a local agency or school district under this act would result from a legislative mandate that is within the scope of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution.



Monday, September 8, 2025 10:00 a.m.

Notice of Water Resources Committee Regular Meeting and Joint Water Resources 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 Webinar

<https://us02web.zoom.us/j/82612896540?pwd=4THzgSpiFNCgkq70P5iiaFjdqUQs13.1>

Webinar ID: 826 1289 6540

Passcode: 652618

Phone one-tap:

+16694449171,,82612896540#,,,,*652618# US

+16699006833,,82612896540#,,,,*652618# US (San Jose)

Join via audio:

+1 669 444 9171 US

+1 669 900 6833 US (San Jose)

+1 253 205 0468 US

+1 305 224 1968 US

International numbers available: <https://us02web.zoom.us/j/82612896540?pwd=4THzgSpiFNCgkq70P5iiaFjdqUQs13.1>

NOTE: Any member of the public may address the Water Resources 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 Water Resources Committee ("WRC") and a joint regular WRC Meeting/Special Board workshop, Board Directors/Alternates may discuss items listed on the agenda; however, only WRC 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. Water Resources Committee to Consider Additions and Corrections to the Agenda for the Water Resources 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 Water Resources Committee/Board concerning any matter not on the agenda, but within the Committee or Board's jurisdiction. Public comment is limited to no more than three minutes per person. For good cause, the Chair of the Water Resources Committee may waive this limitation.

ACTION ITEMS

4. **Approval of July 7, 2025 Meeting Minutes**
5. **Recommendation to Board of Directors to Adopt Staff Recommendation for Positions on Legislation**, Petersen
 - A. H.R. 4879 (Costa), Emergency Rural Water Response Act of 2025

REPORT ITEMS

6. Executive Director's Report, Barajas
(May include reports on activities within the Water Resources 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)
7. Update on Water Policy/Resources Activities, Petersen
(May include reports on federal, state, and local agency regulatory, legislative, and administrative water policy/resources activities)
8. Update on Water Operations and Forecasts, Arroyave
9. Committee Member Reports
10. Closed Session

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 (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. Lutnick, et al., U.S. District Court, E.D. Cal., Case No. 1:20-cv-00431 (2019 BiOps)
 - D. California Natural Resources Agency, et al. v. Lutnick, et al., U.S. District Court, E.D. Cal., Case No. 1:20-cv-00426 (2019 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)
11. Return to Open Session
 12. Report from Closed Session, if any, Required by Government Code Section 54957.1
 13. Reports Pursuant to Government Code Section 54954.2(a)(3)
 14. **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. 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 WATER RESOURCES COMMITTEE REGULAR MEETING
TELEPHONIC LOCATIONS
September 9, 2025

15671 W. Oakland Ave
Five Points, CA 93624

**SAN LUIS & DELTA-MENDOTA WATER AUTHORITY
WATER RESOURCES COMMITTEE REGULAR MEETING AND JOINT
WATER RESOURCES COMMITTEE REGULAR MEETING - SPECIAL
BOARD WORKSHOP MINUTES**

July 7, 2025

The San Luis & Delta-Mendota Water Authority Water Resources Committee Regular Meeting and Joint Water Resources Committee Regular Meeting and Special Board Workshop convened at approximately 10:00 a.m. at 842 6th Street in Los Banos, California, with Committee Chair William Bourdeau presiding.

Water Resources Committee Members Present

Ex-Officio

Cannon Michael
William Bourdeau

Division 1

Anthea Hansen, Member (via ZOOM)

Division 2

Bill Diedrich, Member

Division 3

Absent

Division 4

Absent

Division 5

Manny Amorelli, Alternate

Board of Directors Present

Division 1

Anthea Hansen, Director (via ZOOM)

Division 2

Justin Diener, Director
William Bourdeau, Vice-Chair/Director
Bill Diedrich, Director

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
Scott Petersen, Water Policy Director (via ZOOM)
Ray Tarka, Director of Finance
Cindy Meyer, Special Programs Manager
Eddie Reyes, Information Systems Technician
Stewart Davis, IT Officer

Others Present

Patrick McGowan, Panoche Water District
Ron Milligan, Water Authority consultant (via ZOOM)

1. **Call to Order/Roll Call** – The meeting was called to order by Chair William Bourdeau and roll was called. In accordance with the Brown Act, Committee Member Anthea Hansen was identified as participating remotely for just cause.
2. **Additions or Corrections to the Agenda of Items, as authorized by Government Code Section 54950 et seq.** - No additions or corrections.
3. **Opportunity for Public Comment** - No public comment.
4. **Water Resources Committee to Consider Approval of the May 5, 2025 Meeting Minutes** - Chair William Bourdeau deemed the May 5, 2025 meeting minutes deemed approved as submitted.
5. **Recommendation to the Board of Directors to Adopt Staff Recommendation on Positions on Legislation**
 - a. H.R. 3845 (Gray), Valley Water Protection Act (Support)
 - b. H.R. 1897 (Westerman), ESA Amendments Act of 2025 (Watch)
 - c. S.B. 707 (Durazo), Open Meetings: Meeting and Teleconference Requirements. (Oppose unless amended.)

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 Committee members throughout the presentation.

Following an unplanned and unwelcome Zoom interruption during Petersen's presentation, staff stopped the Zoom transmission of the meeting; the in-person gathering also took a recess

during this time. After 5-10 minutes, the Zoom transmission and meeting resumed.

On a motion of Ex Officio Member Cannon Michael, seconded by Alternate Manny Amorelli, the Committee adopted the staff recommendations for positions on H.R.3845 (Gray), H.R. 1897 (Westerman), and S.B. 707 (Duranzo). The vote on the motion was as follows:

| | |
|--------------|---|
| AYES: | Michael, Bourdeau, Hansen, Diedrich, Amorelli |
| NAYS: | None |
| ABSTENTIONS: | None |

6. Update on Science Program.

Special Programs Manager Cindy Meyer reviewed a PowerPoint presentation that provided an update on the Science Program's priority activities. Meyer and other Water Authority staff answered Committee and Board member questions throughout the presentation.

7. Executive Director's Report.

- a. **Water Rates Adjustment** – Executive Director Federico Barajas reported that an adjustment to Water Year 2025 Water Rates will be an action item at the Finance & Administration Committee meeting this afternoon.
- b. **DMC Subsidence Project Workshop** – Executive Director Federico Barajas reported that a Joint Workshop is scheduled following the Board meeting Thursday, July 10 at Hotel Mission De Oro.
- c. **Senator Adam Schiff Visit** – Executive Director Federico Barajas reported that Senator Schiff toured the B.F. Sisk Dam last week.
- d. **SOD Drought Plan** – Chief Operating Office Pablo Arroyave provided a brief update. Arroyave reported that Westlands Water District staff has shared a draft concept of how drought plan water could be accessed in early parts of the water year.
- e. **Transfer Programs** - Chief Operating Officer Pablo Arroyave provided a brief update on 1) North to South transfers – an EA for 2026-2027 transfers has been finalized, but no decisions made, and Reclamation is developing an EIS for transfers in 2028 and beyond; (2) Exchange Contractors – participating members are gaining access to 59,000 AF this year linked to the 55% allocation this year; 3) Yuba Transfers – uncertain if our portion of the water will be conveyed due to capacity limitations at Banks Pumping Plant.

8. Update on Water Policy/Resources Activities.

Water Policy Director Scott Petersen provided an update regarding State Water Resources

Control Board activity, water rights reporting, Healthy Rivers and Landscapes Program activity, Reclamation updates, changes to the Reclamation Manual, the Water Blueprint for the San Joaquin Valley, and the San Joaquin Valley Collaborative Action Program. Petersen answered questions throughout the presentation.

9. Update on Water Operations and Forecasts.

Chief Operating Officer Pablo Arroyave provided a brief update on Jones Pumping Plant (JPP) operations interruption over the weekend due to debris at the Tracy Fish Facility. Arroyave reported that the Authority provided staff members to help, which allowed JPP to return to five units quickly. Arroyave reported that the June 90% forecast overview was included in the packet. Arroyave introduced consultant Ron Milligan, who provided information regarding CVP supply, reservoir storage, allocations, snowpack, and operations. Arroyave reported that JPP operations may return to five units on July 19, 2025. Milligan and Arroyave answered Committee member questions throughout the presentation.

10. Committee Member Reports – Member/Chair William Bourdeau reported that water user John Harris passed away, and asked for a moment of silence.

11. Closed Session - Chair William Bourdeau adjourned the open session to address the items listed on the Closed Session Agenda at approximately 11:26 a.m. Upon return to open session at approximately 11:32 a.m., Chair William Bourdeau reported that no reportable actions were taken in closed session.

12. Reports Pursuant to Government Code Section 54954.2 – General Counsel Rebecca Akroyd clarified that the minutes were approved without any correction.

13. Adjournment - The meeting was adjourned at approximately 11:33 a.m.



Memorandum

TO: SLDMWA Water Resources Committee Members and Alternates

FROM: Scott Petersen, Water Policy Director

DATE: September 8, 2025

RE: Update on Water Policy/Resources Activities

Background

This memorandum is provided to briefly summarize the current status of various agency processes regarding water policy activities, including but not limited to the (1) Implementation of Long-Term Operations of the Central Valley Project and State Water Project, including environmental compliance; (2) State Water Resources Control Board action; (3) Central Valley Regional Water Board Action, (4) San Joaquin River Restoration Program; (5) Delta conveyance; (6) Reclamation action; (7) Delta Stewardship Council action; (8) San Joaquin Valley Water Blueprint, and (9) San Joaquin Valley Water Collaborative Action Plan.

Policy Items

Implementation of 2024 Record of Decision on Long-Term Operations of the Central Valley Project and State Water Project

On December 20, Reclamation executed the Record of Decision and both the Fish and Wildlife Service and NOAA Fisheries issued their Final Biological Opinions, beginning operations under the new operations regime.

On January 2024, President Trump issued Executive Order 14181, detailing analysis of potential changes to the operations in the 2024 ROD for consideration by the Administration. There is currently work underway to develop an implementation plan for the Executive Order and future action on project operations.

Adaptive Management Program

As part of implementation of the 2024 Record of Decision, state and federal agencies initiated and completed a structured decision-making process to assess alternatives to implement the Summer-Fall Habitat Action, including an analysis of summer and fall X2, for elevation to the agency directors to make a decision regarding summer-fall operations.



After completion of the analysis, the Directors elected to off-ramp Fall X2 operations for this water year and instead extended the operations of the Suisun Marsh Salinity Control Gates by 30 days.

Endangered Species Act Consultation Milestones

- TBD: Trinity Cooperating Agency Draft EIS/Draft Biological Assessment
- TBD: Trinity Public Draft EIS
- TBD: Trinity Biological Opinion, Final NEPA and ROD

Note: There are also Endangered Species Act consultations on the Trinity River and Klamath River that may have overlap/interactions with the operations of the CVP/SWP.

State Water Resources Control Board (State Water Board) Activity

Bay Delta Water Quality Control Plan Update

Background

The State Water Board is currently considering updates to its 2006 Water Quality Control Plan for the San Francisco Bay/Sacramento-San Joaquin Delta Estuary ("Bay Delta Plan") in two phases (Plan amendments). The first Plan amendment is focused on San Joaquin River flows and southern Delta salinity ("Phase I" or "San Joaquin River Flows and Southern Delta Salinity Plan Amendment"). The second Plan amendment is focused on the Sacramento River and its tributaries, Delta eastside tributaries (including the Calaveras, Cosumnes, and Mokelumne rivers), Delta outflows, and interior Delta flows ("Phase II" or "Sacramento/Delta Plan Amendment").

During the December 12, 2018 Water Board Meeting, the Department of Water Resources ("DWR") and Department of Fish and Wildlife presented proposed "Voluntary Settlement Agreements" ("VSAs") on behalf of Reclamation, DWR, and the public water agencies they serve to resolve conflicts over proposed amendments to the Bay-Delta Plan update.¹ The State Water Board did not adopt the proposed VSAs in lieu of the proposed Phase 1 amendments, but as explained below, directed staff to consider the proposals as part of a future Delta-wide proposal.

Phase 1 Status – San Joaquin River and its Tributaries

The State Water Board adopted a resolution² to adopt amendments to the Water Quality Control Plan for the San Francisco Bay/Sacramento-San Joaquin Delta Estuary and adopt the Final Substitute Environmental Document during its December 12, 2018 public meeting.

Most recently, on July 18, 2022, the State Water Resources Control Board issued a Notice of Preparation (NOP)³ and California Environmental Quality Act (CEQA) Scoping Meeting for the Proposed Regulation to Implement Lower San Joaquin River Flows (LSJR) and Southern Delta Salinity Objectives in the Water Quality Control Plan for the San Francisco Bay/Sacramento-San Joaquin Delta (Bay-Delta Plan).

The purpose of the NOP is: (1) to advise responsible and trustee agencies, Tribes, and interested organizations and persons, that the State Water Board or Board will be the lead agency and will prepare a

¹ Available at <https://water.ca.gov/-/media/DWR-Website/Web-Pages/Blogs/Voluntary-Settlement-Agreement-Meeting-Materials-Dec-12-2018-DWR-CDFW-CNRA.pdf>.

² Available at https://www.waterboards.ca.gov/board_decisions/adopted_orders/resolutions/2018/rs2018_0059.pdf.

³ Available at https://www.waterboards.ca.gov/public_notices/notices/20220715-implementation-nop-and-scoping-dwr-baydelta.pdf



draft EIR for a proposed regulation implementing the LSJR flow and southern Delta salinity components of the 2018 Bay-Delta Plan, and (2) to seek input on significant environmental issues, reasonable alternatives, and mitigation measures that should be addressed in the EIR.

In response to the release of the NOP, the Water Authority and member agencies provided scoping comments⁴ and the State Water Board is working through a long-term process to address Phase 1 elements of the Water Quality Control Plan Update.

Phase 2 Status – Sacramento River and its Tributaries and Bay-Delta

In the State Water Board's resolution adopting the Phase 1 amendments, the Water Board directed staff to assist the Natural Resources Agency in completing a Delta watershed-wide agreement, including potential flow and non-flow measures for the Tuolumne River, and associated analyses no later than March 1, 2019. Staff were directed to incorporate the Delta watershed-wide agreement as an alternative for a future, comprehensive Bay-Delta Plan update that addresses the reasonable protection of beneficial uses across the Delta watershed.

Revised Draft Sacramento/Delta Updates to the Water Quality Control Plan

Background

The July 2025 revised draft Bay Delta Plan (2025 revised draft) includes proposed changes to the draft Bay Delta Plan released in October 2024 (2024 draft) based on public input and comments received throughout the planning process, including comments on several options for possible changes to the plan identified in the 2024 draft. Specifically, the 2024 draft identified the possible inclusion of flow, cold water habitat and related provisions that were based on the proposed Plan amendments and alternatives identified in the 2023 draft Staff Report in support of updates to the Bay Delta Plan, as well as options for these provisions. The 2024 draft also identified the possible inclusion of Voluntary Agreements (VAs) to provide flows and non-flow habitat proposed by state and federal agencies and water users referred to as the Healthy Rivers and Landscapes proposal, as well as options associated with inclusions of VAs. The regulatory provisions would apply to all water right holders if the Board did not move forward with VAs, or in the event the Board moved forward with VAs would apply to water rights not participating in approved VAs. The 2025 revised draft proposes to move forward with the inclusion of VAs in the Bay Delta Plan for water rights included in approved VAs (VA pathway) and the regulatory provisions for water rights not included as part of approved VAs (regulatory pathway). The 2025 revised draft also includes proposals for addressing other options identified in the 2024 draft. The 2025 revised draft also proposes the designation of Tribal Tradition and Culture (CUL) beneficial use as part of the current Bay Delta Plan update.

The State Water Board is seeking public input on the 2025 revised draft updates to the Bay Delta Plan. Comments on this revised draft will inform development of a final draft of the Plan for Board consideration in the future.

Current Activity

On July 24, 2025, State Water Resources Control Board (State Water Board or Board) staff released for public review and comment a revised draft of updates to the Water Quality Control Plan for the San Francisco Bay/Sacramento San Joaquin Delta Watershed (Bay Delta Plan or Plan). The changes are focused on the portions of the plan relevant to the Sacramento River watershed, Delta eastside tributaries

⁴ Request from Authority staff



(including the Calaveras, Cosumnes, and Mokelumne Rivers), and Delta (Sacramento/Delta) for the reasonable protection of fish and wildlife beneficial uses.

State Water Board staff plan to release has released supplemental modeling results for the water supply adjustments under the regulatory pathway described in the revised draft Plan by August 22, 2025, to assist the public with their review. Modeling results for voluntary agreements and other scenarios are available in the 2023 draft Staff Report.

Additionally, the State Water Board has received term sheets for additional voluntary agreements from Nevada Irrigation District (NID) and South Sutter Water District (SSWD) specific to the Bear River, Yuba River, and Auburn Ravine that are available to the public.

Written comments on the revised draft updates are due to the Board on September 29, 2025 and the Board will be having two public hearings on September 24 and 25, 2025.

Schedule

LSJR Flow/SD Salinity Implementation Next Steps Assuming Regulation Path (Phase 1)

- Summer/Fall 2025
 - Final draft Staff Report for Tuolumne River VA
 - Board workshop and consideration of Tuolumne River VA
 - Final draft EIR and regulation implementing Lower SJR flows and South Delta Salinity
 - Board consideration of regulation implementing Lower SJR flows and South Delta Salinity

Sac/Delta Update: Key Milestones

- Summer/Fall 2025: Response to comments and development of proposed final changes to the Bay-Delta Plan
- Fall/Winter 2025: Board consideration of adoption

San Joaquin River Restoration Program

Restoration Flows

On August 29, The Restoration Administrator, an independent body stipulated by the Settlement, has revised the river flow schedule in response to Millerton Lake conditions. This schedule has now been approved by Reclamation.

Restoration Flows ceased in late June to conserve the limited volume of cold water behind Friant Dam, which impounds Millerton Lake. Since late June, the only Friant Dam releases to the San Joaquin River have been to meet holding contract requirements which set a minimum of 5 cfs passing Gravelly Ford (located 38 miles downstream of Friant Dam).

Reclamation regularly monitors water temperatures in Millerton Lake. The data indicate that resuming Restoration Flows in late September would be beneficial to salmon. Restoration Flows will recommence in accordance with the approved schedule below. The public is encouraged to check Friant Dam releases before recreating near the San Joaquin River as conditions and flow schedules may change.



| Date | Friant Dam Releases | Flow Target at Gravelly Ford |
|--------------------------------|-----------------------|------------------------------|
| September 1 – 24 | 240 – 260 cfs | 5 cfs |
| September 25 – 30 | Approximately 340 cfs | Increasing to 95 cfs |
| October 1 – 5 | Approximately 490 cfs | Increasing to 235 cfs |
| October 6 – 31 | 450 – 500 cfs | 235 cfs |
| November 1 – February 28, 2026 | 400 – 500 cfs | 255 cfs |

Last spring, Reclamation biologists found a [record-setting number of returning adult Spring-run Chinook salmon](#). These adult salmon will soon begin forming redds in the river channel (“redds” are a cleared depression in the gravel and cobbles where fish deposit eggs). Once salmon eggs are deposited and fertilized, they require cold water to develop. Restoration Flow releases from Friant Dam are scheduled to provide salmon the best chance of survival and reproduction.

Additionally, the Program provided its 2024 Annual Report⁵ to the Court.

Delta Conveyance Project

Petition for Change of Point of Diversion and Rediversion for the Delta Conveyance Project

The State Water Resources Control Board Administrative Hearings Office is holding a Public Hearing on the pending Petitions for Change of Water Right Permits 16478, 16479, 16481, and 16482 (Applications 5630, 14443, 14445A, and 17512, respectively) of the **Department of Water Resources**.

The evidentiary portion of the Public Hearing **will continue on May 1** (starting at 1:00 p.m.), **2, 5, 14, 15, 21-23, 27 & 28 and June 10 & 11, 2025**, and additional dates as necessary.

Policy statements will be **heard in person and by Zoom Webinar on May 19, 2025, starting at 9:00 a.m.**, at Joe Serna Jr. CalEPA Building, Byron Sher Hearing Room, 1001 I Street, Second Floor, Sacramento, California.

The portion of the hearing for presentation of Protestants’ cases-in-chief will begin on **August 12 and will continue on August 13, 14, 18 & 25, and September 2, 5, 9, 10, 11, 15, 29 & 30, and October 1, 6, 9 & 10, 2025**.

U.S. Bureau of Reclamation

Reclamation Manual

Documents out for Comment

Draft Policy

- There are currently no draft Policies out for review.

⁵ Request from Authority Staff



Draft Directives and Standards

- There are currently no draft Directives and Standards out for review.

Draft Facilities Instructions, Standards, and Techniques (FIST)

- There are currently no draft Facilities Instructions, Standards, and Techniques out for review.

Draft Reclamation Safety and Health Standards (RSHS)

- There are currently no Safety and Health Standards out for review.

Draft Reclamation Design Standards

- There are currently no Design Standards out for review.

San Joaquin Valley Water Blueprint

The Water Blueprint for the San Joaquin Valley (Blueprint) is a non-profit group of stakeholders, working to better understand our shared goals for water solutions that support environmental stewardship with the needs of communities and industries throughout the San Joaquin Valley.

Blueprint's strategic priorities for 2022-2025: Advocacy, Groundwater Quality and Disadvantaged Communities, Land Use Changes & Environmental Planning, Outreach & Communications, SGMA Implementation, Water Supply Goals, Governance, Operations & Finance.

Mission Statement: *"Unifying the San Joaquin Valley's voice to advance an accessible, reliable solution for a balanced water future for all."*

Committees

Executive/Budget/Personnel

Blueprint contribution requests have been circulated and Board members will be following up with participants.

Technical Committee

At the last Board meeting the Technical Committee provided a list of potential engagement by the Blueprint in facilitating groundwater recharge. The Board is reviewing these activities to determine what the Blueprint will engage in. The Board has requested that Stantec update the South Valley Water Resiliency Plan (Trans valley Pipeline) to act as a possible planning guide.

The following list was shared with the Board: 1) Streamlining Funding Distribution; 2) Engaging on Multi-Benefit Land Repurposing Regulations; 3) Providing Educational Resources for On-Farm Recharge; 4) Identify obstacles to recharging high flow water and developing possible solutions; 5) Advocate for expanded CVP place of use; 6) Monitoring and Documenting Groundwater Overdraft Impacts.

Activities

Executive Orders

The Blueprint has developed a set of recommendations to guide federal action under Executive Order 14181 and state action under Executive Order N-16-25, with a primary goal of increasing California's water supply by 9 million acre-feet per year by 2040. Letters of Support to President Trump and Governor Newsom were submitted to advocate for coordinated implementation.

President Trump's January 24, 2025, Executive Order 14181 and Governor Newsom's Executive Order N-16-25 on California Water mark a historic opportunity to restore reliability to the San Joaquin Valley's water supply. The directives instruct state and federal agencies to take immediate and comprehensive steps to



increase water deliveries, modernize regulations, and accelerate infrastructure investment. (See planning target in SB72 Caballero - Water Code SEC 5. Section 10004.6 (f))

Water Resiliency Projects

The Blueprint is working with Stantec to develop a water supply plan for the San Joaquin Valley that is consistent with the Blueprint's mission of maximizing accessible, affordable, and reliable supplies for sustainable and productive farms and ranches, healthy communities, and thriving ecosystems in the San Joaquin Valley.

With assistance from the Hallmark Group, the Blueprint developed a water supply strategy comprised of three phases: increasing use (primarily recharge) of surplus local water, modernizing Delta regulations (removing ineffective/inefficient Delta regulations), and improved Delta infrastructure (to increase exports without harm to listed species).

We have reviewed the documents DWR provided and there is significant overlap and consistency between DWRs plan and Blueprint goals. The Blueprint has also reviewed the Governor's Water Resiliency Portfolio and see alignment under that strategic framework between DWRs efforts (SWP Adaptation Plan, watershed studies and conveyance studies) and Blueprint efforts (increased capture and use of surplus water).

State Water Project Adaptation Plan - Continued maintenance and restoration of degraded conveyance capacity in California Aqueduct is a high priority because restoring degraded conveyance capacity in the California Aqueduct increases Table A deliveries compared to a future without these investments.

San Joaquin Basin Watershed Studies - Additional recharge of high flow water provides benefits for water supply, flood management, groundwater sustainability, subsidence correction, and ecosystems. The Blueprint is working with Stantec to develop a water supply plan for the San Joaquin Valley that is consistent with the Blueprint's mission of maximizing accessible, affordable, and reliable supplies for sustainable and productive farms and ranches, healthy communities, and thriving ecosystems in the San Joaquin Valley.

The Blueprint supports and encourages DWR Near Term strategies to increase groundwater recharge, especially implementation of GSP water supply projects, MLRP (especially where subsidence is problematic), and FIRO.

Groundwater Banking Program Investigation

The Blueprint and Metropolitan Water District have established a partnership to work towards several objectives, including improving groundwater sustainability in the San Joaquin Valley and improved water supply reliability for Southern California.

The Groundwater Banking Program Investigation will apply a phased approach to identify, evaluate, select, and implement groundwater banking projects in the San Joaquin Valley that have mutual benefits to Metropolitan and Blueprint members.

Phase 1 of the work includes (1) descriptions of potential areas of recharge, (2) an initial assessment of critical risks, (3) the development of a draft evaluation methodology and evaluation criteria, and will inform data needs for Phase 2 of the Investigation.

Unified Water Plan for the San Joaquin Valley

The Water Blueprint for the San Joaquin Valley Education Fund and the California Water Institute - Research and Education Division are working together to develop a Unified Water Plan for the San Joaquin Valley. This two-year project will culminate in publishing a report to be submitted to Congress, with the following



Chapters: (1) Introduction, (2) Overview of the water resource needs and opportunities in the San Joaquin Valley, (3) Overview of flood risks and management in the San Joaquin Valley and opportunities for improving flood management, (4) Illustration of an environmental vision for the San Joaquin Valley and estimates of water supplies needed to implement that vision, (5) Evaluation of a range of potential solutions, and (6) Recommendations for a path forward and a roadmap for implementation, which will include policy recommendations.

Authority staff continues to recommend that Authority member agencies increase their engagement with the Blueprint Technical Committee to ensure accuracy and support of the work product being developed for the westside of the San Joaquin Valley.

San Joaquin Valley Water Collaborative Action Program (SJVW CAP)

Background

The CAP Plenary Group adopted work groups to implement the CAP Term Sheet⁶, adopted on November 22, 2022. During Phase II, Work Groups are continuing to meet and discuss priorities and drafting various documents for their respective areas: Safe Drinking Water; Sustainable Water Supplies; Ecosystem Health; Land Use, Demand Reduction and Land Repurposing; Implementation.

The Bureau of Reclamation funds the CAP. This funding supports its management and facilitation of the overall CAP process and the development of a prioritization tool. The tool is envisioned to be used by CAP participants, federal and state agencies, other stakeholders, and the public to evaluate policy recommendations, programmatic changes, and projects to achieve sustainable water management in the San Joaquin Valley.

The Steering Committee created a subgroup and will review several prioritization tools developed by other organizations and use those examples to craft a work plan and initial set of criteria for consideration.

On a parallel track, the subgroup recommends that each caucus develop up to three top-priority actions that will advance the outcomes of the Term Sheet.

⁶ Request from Authority staff



ATTACHMENTS

J. Scott Petersen

From: Water Blueprint <info@waterblueprintca.com>
Sent: Thursday, August 28, 2025 11:00 AM
To: J. Scott Petersen
Subject: Investment in San Joaquin Valley Water Infrastructure is Critical—Proposition 4 Funds Must Be Allocated!

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

[View this email in your browser](#)

Water Blueprint



for the San Joaquin Valley

Last November, voters overwhelmingly approved Proposition 4, reaffirming their commitment to secure a reliable water supply for our state's future. **Now, it is the Legislature's turn to act.** Before adjourning in September, lawmakers must allocate the first pot of funds so critical projects can begin breaking ground.

Governor Newsom's Proposition 4 Spending Plan recommends investing just over \$1 billion for water projects, which is the minimum amount that should be allocated to make a **pivotal step towards implementing needed projects to improve water supply reliability in the San Joaquin Valley.** The plan identified essential categories that require immediate funding:

- Regional Conveyance and repair projects
- Conservation

- Stream gauges
- Multibenefit land repurposing
- Groundwater management
- Streamflow enhancement
- Habitat enhancement and restoration
- Water quality improvement
- Flood control and stormwater management

For the San Joaquin Valley, where farms, communities, and ecosystems depend on reliable water, this action is urgent. **Every season of delay increases risks of crop loss, subsidence, drinking water insecurity, and ecosystem decline.**

By allocating the maximum amount of Proposition 4 funds that can be used this year before September adjournment, the Legislature will ensure shovel-ready projects can break ground, creating jobs, strengthening drought resilience, protecting habitat, and delivering clean, more reliable water for millions of Californians.

Voters have already spoken. Proposition 4 is a mandate to act. Lawmakers: move these vital funds before September to safeguard California's water future.



Water Blueprint for the San Joaquin Valley
Advocacy Fund



Copyright © 2025 The Water Blueprint for the San Joaquin Valley, All rights reserved.

You are receiving this email because you opted in to receive information from Water Blueprint.

Contact us!

Phone: (559) 437-1990

Mailing address:

The Water Blueprint for the San Joaquin Valley
2907 S. Maple Ave
Fresno, California 93725

[Add us to your address book](#)

Want to change how you receive these emails?

You can [update your preferences](#) or [unsubscribe from this list](#).



J. Scott Petersen

From: Water Blueprint <info@waterblueprintca.com>
Sent: Monday, August 18, 2025 3:33 PM
To: J. Scott Petersen
Subject: SGMA Implementation and the Future of Valley Agriculture: Water Blueprint Board Chair Addresses State Board of Food and Ag

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

[View this email in your browser](#)

Water Blueprint



for the San Joaquin Valley

2907 S. Maple Avenue
Fresno, CA 93725
(559) 437-1990

SGMA Implementation and the Future of Valley Agriculture: Water Blueprint Board Chair Addresses State Board of Food and Ag

On August 5th, Water Blueprint for the San Joaquin Valley Board Chair Eddie Ocampo delivered a pivotal presentation to the California State Board of Food and Agriculture panel on “Agricultural Transitions and Cost – SGMA Implementation”. His presentation highlighted the far-reaching impacts of the Sustainable Groundwater Management Act (SGMA), particularly in the state’s agricultural heartland of the San Joaquin Valley.

Ocampo underscored that SGMA could result in the fallowing of up to one million acres of farmland across California. A vast majority of this would occur in the San Joaquin Valley, where the loss is projected to cost over \$1.1 billion in employee income, alongside the loss of approximately 42,000 agricultural jobs, underscoring the scale of the challenge facing the region's food system and rural communities.

Despite these sobering figures, Chair Ocampo maintained an optimistic tone. He pointed to encouraging developments such as the *Healthy Rivers and Landscapes Program*, which he described as a key opportunity to strike a balance between enhanced environmental outcomes and greater water supply certainty. Such initiatives, he noted, reflect meaningful progress and a path forward amid the difficult realities of SGMA implementation.

Calling for greater coordination, he urged state and federal agencies to align more closely in order to restore water supply reliability across California. He emphasized that the Water Blueprint is a “coalition of the willing”: a diverse alliance united around the common goal of ensuring that when water is available, it reaches the San Joaquin Valley.

Ultimately, Chair Ocampo reaffirmed that water access must be prioritized for the San Joaquin Valley, not only to support agriculture, but to preserve the economy and communities that depend on it. The Water Blueprint continues to advocate for solutions that sustain California’s agricultural future while supporting long-term environmental resilience.



Copyright © 2025 The Water Blueprint for the San Joaquin Valley, All rights reserved.

You are receiving this email because you opted in to receive information from Water Blueprint.

Contact us!

Phone: (559) 437-1990

Mailing address:

The Water Blueprint for the San Joaquin Valley
2907 S. Maple Ave
Fresno, California 93725

[Add us to your address book](#)

Want to change how you receive these emails?

You can [update your preferences](#) or [unsubscribe from this list](#).





SAN JOAQUIN VALLEY WATER

Collaborative Action Program

August 22, 2025

The Honorable Mike McGuire
Senate President pro Tempore
California State Senate

The Honorable Robert Rivas
Speaker of the Assembly
California State Assembly

The Honorable Scott Wiener
Chair, Senate Budget Committee
California State Senate

The Honorable Jesse Gabriel
Chair, Assembly Budget Committee
California State Assembly

The Honorable Ben Allen
Chair, Senate Budget Subcommittee
California State Senate

The Honorable Steve Bennett
Chair, Assembly Budget Subcommittee 4
California State Assembly

RE: Prioritize Proposition 4 Funding and Disadvantaged Communities in Fiscal Year 2025-26

Dear pro Tem McGuire, Speaker Rivas, Senator Wiener, Assemblymember Gabriel, Senator Allen, and Assemblymember Bennett:

The San Joaquin Valley Water Collaborative Action Program (CAP) is writing to express our strong support and need for immediate funding to address critical San Joaquin Valley water infrastructure, habitat, and safe drinking water needs. This investment will help address several State policy objectives, including implementation of the Sustainable Groundwater Management Act (SGMA); drought resiliency in a hotter, drier climate; the human right to water; maximizing water supplies and storage during wet year conditions; and protection and restoration of habitat. Proposition 4 (Prop 4) approved by voters in 2024 has significant funding to address these needs, and in many cases, there are projects ready to be implemented in the San Joaquin Valley.

The CAP is a coalition of over 80 leaders from agriculture, water agencies, safe drinking water advocates and technical assistance providers, environmental organizations, academia, and state and federal agencies. The San Joaquin Valley is ground zero for California's water management and climate resilience challenges, and is also where

innovations and partnerships exist which can provide solutions that can benefit the rest of the state.

We write to respectfully urge the Legislature to appropriate ***at least \$694.45M*** to the San Joaquin Valley, consistent with the Administration's proposal, in Prop 4 investments for fiscal year 2025-26 in Chapter 2 Safe Drinking Water, Drought, Flood, and Water Resilience, and ***at least \$135M*** in Chapter 6 Protect Biodiversity and Accelerating Nature-Based Climate Solutions. We also want to remind the Legislature that the voters understand that California is facing a climate emergency and approved \$10B for ***new projects***. We urge the Legislature to categorically reject any attempts to backfill existing programs with Prop 4 funds that are needed for shovel-ready projects now.

Structural underinvestment has been a fact of life in the San Joaquin Valley, which contains hundreds of small, disadvantaged communities. The San Joaquin Valley has a need for resources to supplement existing efforts and programs to provide for people and ecosystems, like the SAFER Program and San Joaquin River Restoration. Prop 4 directed spending to several specific geographies throughout the state but included very few line items specific to the San Joaquin Valley. Our ready-to-go projects are desperately needed for the San Joaquin Valley and provide benefits that reverberate throughout the State.

Consistent with the intent of Prop 4 Chapter 2 Safe Drinking Water, Drought, Flood, and Water Resilience, there are projects ready and funding requests in the following categories:

- Regional Water Conveyance – \$75M
- Multibenefit Land Repurposing – \$50M
- Safe Drinking Water for Disadvantaged Communities – \$183.2M
- Groundwater Storage and Recharge – \$386.25M

Consistent with the intent of Chapter 6 Protect Biodiversity and Accelerating Nature-Based Climate Solutions, there are projects ready and funding needs for over \$135M to implement floodplain restoration that restores critical habitat, replenishes groundwater, reduces flood risk, and provides amenities for local communities.

The CAP strongly recommends increasing the amount of funding eligible for technical assistance beyond the current 10% threshold and establishing more support frameworks where necessary. This will ensure more projects can benefit from Prop 4 and other funding necessary to meet the human right to water policy.

Further, the intent of the voters in Prop 4 is clear that ***at least 40 percent*** of funds must provide ***direct and meaningful benefits to disadvantaged communities***. However, not all programs within the bond can meet this bar. To that end, the Legislature should ensure that programs that can more easily provide benefits for DACs are expected to meet

higher percentages, in order to meet the 40 percent floor. Within the Water Chapter, we believe that the programs for drinking water and wastewater, groundwater storage, the Multibenefit Land Repurposing Program, flood control, dam safety, stormwater capture, watershed climate resilience, the state's conservancies, and the Salton Sea are prime examples for supporting DACs.


Additionally, the water conservation funding could provide benefits to DACs, which are some of the highest impact opportunities for water conservation, but programs for direct install of water-efficient appliances into low-income households must be created to ensure direct and meaningful benefits can be provided. The Legislature should work with stakeholders and DWR to create such programs over the interim.

While Prop 4 funding is critical this year, the Legislature must ensure a steady pipeline of projects continues to be developed, particularly for DACs, by reauthorizing the SAFER program. This includes funds for technical assistance and community capacity building that cannot be funded by bond dollars, but is absolutely critical to close the gap on drinking water access. We ask that the Legislature include SAFER reauthorization as part of a Cap and Trade deal this year. SAFER and Prop 4 together are needed to bring relief to the too many Californians with dry wells and toxic taps.

We urge the legislature to deploy a portion of Prop 4 funds this year to the challenges facing the San Joaquin Valley, which will only become more expensive, complex, and detrimental to people, the environment, farms, and businesses the longer we wait to act.

We look forward to the ribbon-cutting!

Sincerely,



Ann Hayden
Environmental Defense Fund



Sarah Woolf
Water Wise

Co-Chairs
San Joaquin Valley Water Collaborative Action Program

CC:

Kip Lipper, Chief Policy Advisor, Senate President pro Tempore's Office
James Barba, Policy Consultant, Senate President pro Tempore's Office
Elisa Wynne, Staff Director, Senate Budget and Fiscal Review Committee
Joanne Roy, Consultant, Senate Budget and Fiscal Review Subcommittee 2

Keith Cialino, Policy Consultant, Assembly Speaker's Office
Jason Sisney, Budget Advisor, Assembly Speaker's Office
Christian Griffiths, Chief Consultant, Assembly Committee on Budget
Christine Miyashiro, Consultant, Assembly Budget Subcommittee 4



SAN JOAQUIN VALLEY WATER

Collaborative Action Program

Plenary Group Meeting Summary

August 26, 2025 | 3:00 – 5:00 PM

Participation

On August 26, 2025, the Plenary Group had 43 members participate in the discussion, and all five caucuses were represented.

#1 Review Agenda & Updates

The group reviewed the agenda, and there were no additions.

#2 Bay-Delta Water Quality Plan Update – Sean Maguire, State Water Resources Board Member, and Erik Loboschefskey, Department of Water Resources

Erik Loboschefskey, Engineer at DWR, and Sean Maguire, board member at State Water Resources Control Board, were introduced to the group. Sean provided an update on the Bay-Delta Water Quality Control Plan process. The State Water Board recently released an updated draft plan that proposes merging the HRL approach with a regulatory backstop. Sean highlighted that this would provide a more pragmatic and flexible approach compared to previous unimpaired flow proposals. The updated plan was released for public comment on July 23, 2025. Hearings are scheduled for late September, and it was noted that a potential trailer bill in the legislature could help expediate the plan's adoption.

Eric shared an overview of the Healthy Rivers & Landscapes (HRL) program. The program aims to integrate increased environmental flows from tributaries with habitat restoration projects to benefit native species. The program would dedicate over 8,000 acre-feet annually and would cost around \$2.9 Billion over 8 years. The funding would be split between 4 categories: Habitat construction, Science and governance, Prop 1 env. Water, and water purchase.

The source of water for the HRL program would come from purchases from water agencies, as well as export reductions by Central Valley Project contractors. It was noted that the intent is to minimize direct impacts to water users as much as possible.

#3 Implications of DWR's Subsidence BMPs – Stephanie Anagnoson, Madera County, and Aaron Fukuda, Tulare Irrigation District

Subsidence Best Management Practices (BMP) were released by DWR. Aaron Fukuda provided a high-level overview of the BMP document, highlighting its purpose to guide groundwater managers on managing and minimizing land subsidence. It was also noted that the BMP provides detailed technical information on monitoring subsidence, and it recommends closely monitoring groundwater levels and pumping to estimate critical head.

The BMP outlines actions like reducing groundwater pumping and implementing managed aquifer recharge, however there is concern that the BMP presents an idealized 'best case scenario' for addressing subsidence, without fully acknowledging the real-world social and economic challenges of its implementation. It was noted that there is a lack of discussion of differential subsidence, which is where the biggest impacts occur.

Overall, it was acknowledged that the BMP represents solid technical work, but the implementation will be difficult, and there is a need for continued collaboration between DWR, GSAs, and local stakeholders to find solutions that balance environmental needs with economic realities.

#4 CAP Priority Actions Update

Jim shared an update on the progress made on the CAP priority action items established at the June in-person meeting. CAP wants to work with PPIC to potentially do a report on regulatory impairments to flood safety. The report is being refined and will be brought to the full CAP group for consideration before moving forward with a discussion with PPIC.

CAP sent a letter to the legislature encouraging Prop 4 funding for the San Joaquin Valley. A subcommittee of CAP is developing recommendations on Prop 4 implementation to provide guidance to state agencies. In the September Plenary Group meeting, there will be staff from the Natural Resource Agency that will come talk about their thoughts on guidelines.

A letter of recommendations to improve the drinking water system consolidation process was developed and sent to the State Board as part of the comment period on the intended use program and their funding program. There was an extensive list of recommendations, and CAP is following up with the State Board and staff to see what their response to that will be.

A letter was sent supporting continued funding from the GGRF funds for SAFER implementation.

Earlier this year, a letter was sent to the Governor and State Legislature about expediting groundwater recharge and making the process more certain. A new letter will be coming that emphasizes the previous recommendations as well as encouraging improved coordination

across state agencies. This letter will be shared with the Plenary Group in the near future for consideration.

Almost half of the priority action items established in June have seen significant process thanks to the collaborative efforts of the CAP members. If there are additional questions on the status of priority actions, please contact Jim Kramer, jim@jkramer.co.

The next CAP Plenary Group meeting will be held on September 30th, followed by an in-person CAP meeting on October 7th at the El Capitan hotel in Merced.



Monday, September 8, 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 Webinar

<https://us02web.zoom.us/j/89146643026?pwd=JquytcQ3hgEz1bW5bZUK8a9FrkskFw.1>

Webinar ID: 891 4664 3026

Passcode: 849950

Phone one-tap:

+16694449171,,89146643026#,,,,*849950# US

+16699006833,,89146643026#,,,,*849950# US (San Jose)

Join via audio:

+1 669 444 9171 US

+1 669 900 6833 US (San Jose)

+1 689 278 1000 US

International numbers available: <https://us02web.zoom.us/j/89146643026?pwd=JquytcQ3hgEz1bW5bZUK8a9FrkskFw.1>

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 August 4, 2025 Meeting Minutes**
5. **Planning Committee Recommendation Regarding Adoption of Refinements to Cost Allocation Methodology and Scope for Phase 1 of the Upper Delta-Mendota Canal Portion of the Delta-Mendota Canal Subsidence Correction Project, and Possible Recommendation to Board of Directors Regarding Same, Barajas/Arroyave**
6. **Recommendation to Board of Directors to Authorize Increase in Approved Contract Amount to \$466,440 for Previously Authorized Agreement for Services for DCI Unit 1 & 2 Motor Control Centers Replacement and Commissioning from the FY26 EO&M Budget, Arroyave/McNeil**

REPORT ITEMS

7. FY26 Activity Agreements Budget to Actual Report through 7/31/25
8. FY26 O&M Budget to Actual Report through 7/31/25
9. Contract/Procurement Activity Reports
10. 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)
11. Committee Member Reports
12. Reports Pursuant to Government Code Section 54954.2(a)(3)
13. **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
SEPTEMBER 8, 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 AUGUST 4, 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 Committee Chair Anthea Hansen presiding.

Members and Alternate Members in Attendance

Ex Officio

Cannon Michael
William Bourdeau

Division 1

Anthea Hansen, Chair/Member

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

Wilson Orvis, Alternate

Board of Directors Present

Division 1

Anthea Hansen, Director

Division 2

Justin Diener, Alternate
William Bourdeau, Vice Chair/Director

Division 3

Chris White, Alternate
Jarrett Martin, Director
Cannon Michael, Director

Division 4

Dana Jacobson, Director
Brett Miller, Alternate

Division 5

Manny Amorelli, Director

Authority Representatives Present

Federico Barajas, Executive Director
Pablo Arroyave, Chief Operating Officer
Rebecca Akroyd, General Counsel

Scott Petersen, Water Policy Director
Rebecca Harms, Deputy General Counsel
Raymond Tarka, Director of Finance
Bob Martin, O&M Director (via ZOOM)
Jaime McNeil, Engineering Manager
Lauren Viers, Accounting Manager
Stewart Davis, Information Technology Officer

Others in Attendance

Lea Emmons, City of Tracy (via ZOOM)
David Roose, DHR Hydro
Chase Hurley, Pacheco Water District
Russ Freeman, Westlands Water District

1. Call to Order/Roll Call

Committee Chair Anthea Hansen called the meeting to order at approximately 12:00 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. Finance & Administration Committee to Consider Approval of the July 7, 2025 Meeting Minutes

On a motion made by Member Brett Miller, seconded by Alternate Wilson Orvis, the Committee approved the July 7, 2025 meeting minutes with minor, non-substantive edits.

AYES: Michael, Bourdeau, Hansen, Diener, White, Miller, Amorelli, Orvis

NAYS: None

ABSTENTIONS: None

Following an unplanned and unwelcome Zoom interruption, staff stopped the Zoom transmission of the meeting; the in-person gathering also took a recess during this time. After approximately 10 minutes, the Zoom transmission and meeting resumed.

5. Recommendation to Board of Directors to Accept the Treasurer's Report for the Quarter Ending June 30, 2025

Director of Finance Raymond Tarka briefly reviewed the Treasurer's Report. Tarka stated that total cash as of June 30, 2025 was \$43,172,091.57. On a motion made by Member Chris White, seconded by Member Justin Diener, the Committee accepted the Treasurer's Report for the

quarter ending June 30, 2025.

AYES: Michael, Bourdeau, Hansen, Diener, White, Miller, Amorelli,
Orvis
NAYS: None
ABSTENTIONS: None

6. Recommendation to Board of Directors to Adopt Resolution Authorizing Adoption of Amendments to the San Luis & Delta-Mendota Water Authority Consolidated Procurement Policy

General Counsel Rebecca Akroyd presented the item. Akroyd began by providing information on the current Procurement Policy stating it was last updated in 2020, and staff desired to update the policy, including to adopt procurement methodologies available to other public entities for large construction projects to provide additional flexibility in construction contracting. Akroyd then presented the proposed changes, including additional changes that were not included in the packet relating to the informal bidding award and protest processes. Finance & Administration Committee members then engaged in discussion regarding the threshold for informal procurement. On a motion made by Member Justin Diener, seconded by Alternate Manny Amorelli the Committee recommended adoption of the Resolution authorizing adoption of amendments to the San Luis & Delta-Mendota Water Authority Consolidated Procurement Policy, including the additional amendments relating to the informal bidding award and protest processes, with the caveat that the Board of Directors engage in additional discussion regarding the threshold for informal procurement prior to action.

AYES: Michael, Bourdeau, Hansen, Diener, White, Amorelli
NAYS: Orvis
ABSTENTIONS: None

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

Chief Operating Officer Pablo Arroyave reviewed the items included in the packet. Arroyave stated that staff proposes to award six separate contracts to Power Pros, one for each unit. Arroyave noted \$250,000 will need to be included in future EO&M budget, and noted that additional funds may also be needed for Reclamation support. On a motion made by Alternate Wilson Orvis, seconded by Alternate Brett Miller, the Committee recommended authorization to award and execute construction agreements for Jones Pumping Plant Excitation Project, and expenditure of up to \$25,000,000 utilizing Aging Infrastructure Account funds.

AYES: Michael, Bourdeau, Hansen, Diener, White, Amorelli, Orvis
NAYS: None
ABSTENTIONS: None

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

Chief Operating Officer Pablo Arroyave reviewed the items included in the packet. Arroyave stated the budgeted amount is to Chipseal approximately 25 miles of the DMC, with the current bid coming in under budget. On a motion made by Alternate Wilson Orvis, seconded by Member Chris White the Committee recommended authorization to award and execute construction agreements for DMC Road Maintenance Chipseal, and expenditure of up to \$396,466 from the FY26 EO&M Budget.

AYES: Michael, Bourdeau, Hansen, Diener, White, Amorelli, Orvis
NAYS: None
ABSTENTIONS: None

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

Chief Operating Officer Pablo Arroyave reviewed the items included in the packet. Arroyave stated that the Authority has enough funds budgeted to cover these costs. Engineering Manager Jaime McNeil further clarified stating the funds budgeted were for this project and they are not funds being reallocated. Staff stated that after initial direction was received regarding the O'Neill Pumping-Generating Plant (OPP) Rehabilitation Project, direction was provided to divide the OPP Rehabilitation Project into a project with four separate outages, which resulted in increased costs. On a motion made by Member Justin Diener, seconded by Alternate Wilson Orvis the Committee recommended authorization to execute 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.

AYES: Michael, Bourdeau, Hansen, Diener, White, Amorelli, Orvis
NAYS: None
ABSTENTIONS: None

REPORT ITEMS

10. FY26 Activity Agreements Budget to Actual Report through 6/30/2025

Director of Finance Raymond Tarka presented the Budget to Actual Report through June

30, 2025 for the Activity Agreement funds. Tarka stated for the four-month period, the budget was trending positive overall with actual spending ending June 30, 2025 at \$2,029,685 or 15.11% of the approved budget.

II. FY26 O&M Budget to Actual Report through 6/30/2025

Director of Finance Raymond Tarka reported that for WY25, the self-funded routine O&M expenses thru June 30, 2025 are under budget by \$1,638,032 or 21.6%. This is mainly due to the timing of expenditures for O&M expenses in most cost pools. The water year 2022 and 2023 final accountings remain outstanding along with one payment from the Water Year 2022 Interim Final Accounting and the fiscal year 2023 and 2024 audits. The revised water year 2025 rates approved at the July meeting are now in effect. All contractors should now be using the revised advanced payment forms.

12. Procurement Activity Report

Director of Finance Raymond Tarka presented the procurement activity report for the period of July 1, 2025 through July 31, 2025. On July 8th, a contract was executed with Sytech Solutions for a document management system. The contract amount was \$121,700.00 and the funding source was the O&M budget. There were no contract change orders issued during this time.

13. Executive Director's Report

Executive Director Federico Barajas provided the following updates:

- a. **Planning Committee Meeting** – Executive Director Federico Barajas stated that there is a Planning Committee meeting scheduled today at 1:30 p.m.
- b. **Sites Project** – Executive Director Federico Barajas stated formal negotiations for the Sites Project will begin in Sacramento on August 18th.
- c. **Operations** – Executive Director Federico Barajas referred to Chief Operating Officer Pablo Arroyave to provide updates on operations and the O'Neill Pumping Plant. Arroyave stated that OPP is currently operating at 5 units and there is a scheduled outage October 6 - 25, and that Central Valley Operations (CVO) has indicated no associated water supply impact.

14. Committee Member Reports - No reports.

15. Reports Pursuant to Government Code Sec 54954.2 - No reports.

16. **Adjournment** - The meeting was adjourned at approximately 12:56 p.m.



Monday, September 8, 2025, 9:00 a.m.

**Notice of Planning Committee Special Meeting and
Joint Planning Committee Special 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 Webinar
<https://us02web.zoom.us/j/81449490727?pwd=86re8pJQxzYFbvCyJzlcnf4Z9shAa8.1>

**Webinar ID: 814 4949 0727
Passcode: 232861**

**Phone one-tap:
+16699006833,,81449490727#,,,,*232861# US (San Jose)
+16694449171,,81449490727#,,,,*232861# US**

**Join via audio:
+1 669 900 6833 US (San Jose)
+1 669 444 9171 US**

International numbers available: <https://us02web.zoom.us/j/81449490727?pwd=86re8pJQxzYFbvCyJzlcnf4Z9shAa8.1>

NOTE: Any member of the public may address the Planning Committee, Finance & Administration Committee, Water Resources Committee, Operations & Maintenance Technical 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"), Operations & Maintenance Technical Committee ("OMTC"), and Board of Directors ("BOD") workshop, FAC/WRC/OMTC/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 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 August 4, 2025 Meeting Minutes and August 14, 2025 Special Workshop Minutes**
5. **Recommendation to Planning Committee and Board of Directors to Adopt Refinements to Cost Allocation Methodology and Scope for Phase 1 of the Upper DMC Portion of the Delta-Mendota Canal Portion of the Delta-Mendota Canal Subsidence Correction Project, Barajas**
 - a. Review of Information Relating to the Delta-Mendota Canal Subsidence Correction Project, including Illustrative Cost Share Scenarios

Report Items

6. Discussion and Action Items for Future Planning Committee Meetings
7. **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 PLANNING COMMITTEE SPECIAL MEETING
TELEPHONIC LOCATIONS
SEPTEMBER 8, 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,
OPERATIONS & MAINTENANCE TECHNICAL COMMITTEE, AND
BOARD OF DIRECTORS WORKSHOP
MINUTES FOR AUGUST 4, 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

Division 3

Chris White, Member - Ric Ortega, Alternate

Division 4

Aaron Baker, Member - Dana Jacobson, Alternate

Division 5

Allison Febbo, Member - Manny Amorelli, Alternate

Friant Water Authority

Wilson Orvis, Alternate

Finance & Administration Committee Members Present

Ex Officio

Cannon Michael
William Bourdeau

Division 1

Anthea Hansen, Chair/Member

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

Wilson Orvis, Alternate

Water Resources Committee Members Present

Ex-Officio

Cannon Michael
William Bourdeau

Division 1

Anthea Hansen, Alternate

Division 2

Absent

Division 3

Chris White, Member - Ric Ortega, Alternate

Division 4

Vince Gin, Member - Dana Jacobson, Alternate

Division 5

Manny Amorelli, Alternate

Operations & Maintenance Technical Committee Members Present

Exchange Contractors

Chris White, Chair/Member - Jarrett Martin, Alternate

Friant Water Users Authority

Absent

Lower DMC Area

Absent

Mendota Pool Area

Absent

San Felipe Area

Absent

San Luis Canal Area

Juan Cadena, Member

SLDMWA Technical Staff

Bob Martin, Member - Jaime McNeil, Alternate

USBR Representatives

Absent

Upper DMC Area

Bobby Pierce, Member

Board of Directors Present

Division 1

David Weisenberger, Director

Bobby Pierce, Director

Anthea Hansen, Director

Division 2

Justin Diener, Director

William Bourdeau, Director

Aaron Barcellos, Director

Division 3

Chris White, Alternate

Jarrett Martin, Director

Cannon Michael, Director

Ric Ortega, Director

Division 4

Aaron Baker, Alternate
Dana Jacobson, Director
Brett Miller, Alternate

Division 5

Allison Febbo, Director
Manny Amorelli, Director

FWA Representatives

Absent

Authority Representatives Present

Federico Barajas, Executive Director
Pablo Arroyave, Chief Operating Officer
Scott Petersen, Water Policy Director
Rebecca Akroyd, General Counsel
Rebecca Harms, Deputy General Counsel
Jacob Bejarano, Senior Civil/Mechanical/Electrical Engineer (via ZOOM)
Stewart Davis, IT Officer

Others in Attendance

Richard Welsh, Hallmark Group
Russ Freeman, Westlands Water District
Chuck Gardner, Hallmark Group
Jessica Alwan, Hallmark Group
Steve Stadler, San Luis Water District
Brian Silva, San Luis Water District
Patrick McGowan, Panoche Water District (via ZOOM)
John Wiersma, Henry Miller Reclamation District
Lea Emmons, City of Tracy (via ZOOM)
Aniruddha Bhattacharya, USBR

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 June 2, 2025 Meeting Minutes.

Chair Justin Diener deemed the June 2, 2025 meeting minutes approved without correction.

5. Review of Information Relating to the Delta-Mendota Canal Subsidence Correction Project.

Executive Director Federico Barajas introduced the item, and then introduced Richard Welsh from the Hallmark Group. Welsh reviewed a PowerPoint presentation regarding issues responsive to questions raised in the July Workshop, which included, 1) Liner Sag Investigation for Priority Pools, 2) Partial Pool 1 Scenario L-2ft Raise. General Counsel Rebecca Akroyd then provided a brief status update on Planning Committee member information requests regarding 1) Cost Allocation Methodologies/Rate Analysis, 2) Baseline Conditions/Constructability/Problem Areas, 3) DMC Crossings, 4) Deferred Maintenance/Current Condition, 5) Intertie, 6) Direct/Indirect Benefits, and 7) Subsidence. Akroyd reviewed the memorandum included in the packet regarding Delta-Mendota Canal Crossings.

Staff and consultants answered committee member questions throughout the presentation.

6. Discussion Regarding Ideas, Concepts, and Set of Principles for Cost Allocation Recommendations.

Executive Director Federico Barajas reported that he is looking at scheduling an in-person Planning Committee Workshop as soon as possible to develop a recommendation and action item for the September Committee and Board meetings in regards to Phase 1.

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 2:35 p.m.

**SAN LUIS & DELTA-MENDOTA WATER AUTHORITY
PLANNING COMMITTEE SPECIAL WORKSHOP
MINUTES FOR AUGUST 14, 2025**

The Planning Committee of the San Luis & Delta-Mendota Water Authority convened at approximately 11:35 a.m. at 842 6th Street in Los Banos, California, with Chair Justin Diener presiding.

Members and Alternate Members Present

Division 1

Bobby Pierce, Alternate

Division 2

Justin Diener, Chair/Member - Lon Martin, Alternate

Division 3

Chris White, Member

Division 4

Aaron Baker, Member - Dana Jacobson, Alternate

Division 5

Allison Febbo, Member (arrived during item 5) - Manny Amorelli, Alternate

Friant Water Authority

Jason Phillips, Member - Wilson Orvis, Alternate

Authority Representatives Present

Federico Barajas, Executive Director

Pablo Arroyave, Chief Operating Officer

Scott Petersen, Water Policy Director

Rebecca Akroyd, General Counsel

Others in Attendance

Steve Stadler, San Luis Water District

Ian Buck-Macleod, Friant Water Authority

John Wiersma, Henry Miller Reclamation District

1. Call to Order/Roll Call

Chair Justin Diener called the meeting to order at approximately 11:35 a.m. and roll was called.

2. Corrections to the Agenda - No corrections.

3. Opportunity for Public Comment - No public comment.

4. Review of Information Relating to the Delta-Mendota Canal Subsidence Correction Project.

Executive Director Federico Barajas reviewed the documents included in the packet,

information presented in prior Planning Committee meetings and workshops. Barajas reviewed the suite of options for Phase 1, including possible funding sources.

5. Discussion Regarding Planning Committee Recommendations Relating to the Delta-Mendota Canal Subsidence Correction Project.

- a. Phase 1 Project Composition
- b. Cost Allocation Recommendation for Phase 1
- c. Discussion and Action Items for Future Planning Committee Meetings

Planning Committee Chair Justin Diener initiated discussion regarding recommendations relating to Phase 1 project composition and cost allocation recommendations for the same. Committee members provided input regarding high-priority repairs and principles that should inform cost allocation recommendations, as well as individual thoughts on how to allocate non-reimbursable funding that has been and will be received.

In discussing action items for future Planning Committee meetings, committee members directed staff to develop a recommendation for Phase 1 that includes a scope including Check 1 work, sag area repairs, and panel replacement, with a goal of utilizing non-reimbursable funding for the same. In addition, committee members directed continued pursuit of cost allocation recommendations for discrete components of the DMC Subsidence Correction Project, and provided direction to bring principles of cost allocation back to the Planning Committee for consideration.

6. Adjournment - The meeting was adjourned at approximately 1:50 p.m.



MEMORANDUM

TO: SAN LUIS & DELTA-MENDOTA WATER AUTHORITY DIRECTORS
FROM: DAN KEPPEL, EXECUTIVE DIRECTOR
SUBJECT: UPDATE REPORT
DATE: SEPTEMBER 8, 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 monitoring the executive actions coming out of the Trump administration, preparing comments on Trump administration proposed rulemaking efforts, assembling recommendations for Bureau of Reclamation (Reclamation) agency realignment, planning for our upcoming farmer lobbyist trip to D.C. and annual conference, 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

The Senate left for its August recess, but without a deal to confirm President Trump's nominees, leaving a backlog of 145 awaiting floor action. Senate Republicans, frustrated with Democratic delays, are moving to streamline the confirmation process by allowing en bloc votes on multiple nominees, excluding Cabinet officials, Supreme Court justices, and appeals court judges. The proposal, which could be implemented by September 19, reflects President Trump's push to accelerate confirmations and has sparked debate over whether to include district court nominees. In the meantime, new appointees have been nominated for positions important to the West.

a. Tim Petty Appointed to Key Position Overseeing NOAA Fisheries

President Trump has nominated Dr. Timothy Petty as the next Assistant Secretary for Oceans and Atmosphere of the U.S. Department of Commerce. This position also serves as the Deputy Administrator position of NOAA. As you are aware, NOAA Fisheries is responsible for the stewardship of the nation's ocean resources and habitat. Many Western irrigators – especially those who operate in watersheds that provide habitat for anadromous fish, like salmon and steelhead trout that spend part of their lives in marine environments– are significantly impacted by ESA-related decisions made by NOAA Fisheries. Thus, this position is critically important to our organization and our Western membership. We’ve worked with Dr. Petty for years; he’s a strong leader; a well-respected professional and a person with vision, common sense and high ethical standards. Last month, we sent a letter to the Senate that expresses formal support for his nomination.

b. Environmental Protection Agency (EPA) Office of Water DAA

Caitlin McHale, a former attorney for the National Mining Association (NMA), has joined the EPA’s Office of Water as a Deputy Assistant Administrator (DAA). Ms. McHale, who spent six years at NMA advocating for coal and critical minerals industries, previously led the group’s engagement on high-profile water regulations, including efforts to narrow the scope of the Clean Water Act (CWA) through changes to the “waters of the U.S.” (WOTUS) rule. Her appointment comes as EPA prepares to release a revised WOTUS rule by year’s end (*see Item 5, below*), a change expected to ease permitting for our members across the West.

c. USFS Nominee named acting Interior Assistant Secretary PMB

Michael Boren, a wealthy businessman awaiting Senate confirmation to lead the Forest Service, has been named acting assistant secretary at the Department of Interior (DOI) by Secretary Doug Burgum. He will oversee policy and budget functions while facing scrutiny over ties to disputes near the Sawtooth National Recreation Area. His appointment overlaps with Tyler Hassen, a former oil executive criticized by Democrats for broad authority without Senate confirmation or financial disclosures. Lawmakers, led by Reps. Jared Huffman (D-CALIFORNIA) and Maxine Dexter (D-OREGON), demand transparency on conflicts of interest. Secretary Burgum defends the reorganization, emphasizing workforce shifts toward frontline roles like rangers and biologists.

2. New Executive Order Tightens Oversight of Federal Grants

On August 7, President Donald Trump signed an Executive Order titled “Improving Oversight of Federal Grantmaking,” introducing sweeping changes to how agencies design and approve grant opportunities. The order requires each agency to designate a senior political appointee responsible for reviewing new Notices of Funding Opportunities (NOFOs) and discretionary grants in coordination with the Office of Management and Budget (OMB). The appointed officials must ensure NOFOs include only essential requirements for evaluating applications, are written in plain

language, and align with administration policies. The order also directs appointees to conduct pre-issuance and annual reviews of discretionary awards to avoid redundancy, favor applicants with lower indirect costs, and broaden the pool of recipients.

According to the White House, the goal is to increase transparency and accountability in federal grantmaking while aligning awards more closely with national priorities. Still, some in the grants community are voicing concerns. The Ferguson Group (TFG) – the Family Farm Alliance’s advocate in Washington, D.C. - is closely monitoring implementation of the order. In its *Special Report*, TFG advises clients to review their current grant portfolios for compliance and begin preparing strategies to address the new priorities, including demonstrating cost efficiency and cultivating partnerships that align with agency missions. TFG will continue to provide us with updates and practical guidance as the grantmaking process evolves under this new framework.

3. Department of Health and Human Services: MAHA Commission Report Delayed

The second Make America Healthy Again (MAHA) Commission report, expected to chart a new course for U.S. food and health policy, has been delayed — though the commission quietly delivered it to President Donald Trump on Aug. 12. The MAHA Commission is chaired by Health and Human Services Secretary Robert F. Kennedy, Jr. A leaked draft, however, offers some insight into what’s coming. Consistent with conversations between the International Fresh Produce Association (IFPA) and the White House, the draft emphasizes whole, healthy foods like fruits and vegetables as central to reducing chronic disease. The draft’s industry-friendly tone has drawn mixed reactions. Some environmental advocates criticized the report as too vague on pesticides and ultra-processed foods. Others highlighted opportunities in the report’s call for soil health programs. The bottom line is that the draft MAHA strategy appears to lean toward pragmatism, favoring incremental, research-backed reforms rather than sweeping regulatory shifts.

4. EPA: WOTUS Rulemaking

EPA has sent a proposed CWA rule to revise the definition of WOTUS to the White House Office of Management and Budget (OMB) for interagency review following a series of EPA listening sessions and public comments, aiming to finalize the new WOTUS rule by the end of the year. The update seeks to align CWA regulations with the Supreme Court’s *Sackett v. EPA* decision, which limited federal jurisdiction to wetlands with a “relatively permanent” surface connection to other regulated waters. The proposal aims to clarify jurisdictional boundaries, reduce permitting costs, and provide consistency for states, farmers, developers, and other stakeholders. EPA says the rule will also respect state and local authorities while accounting for regional hydrologic differences, such as prairie potholes and ephemeral washes. We have been working closely with Corps leadership and the EPA Office of Water to advance our long-held position on jurisdictional issues related to drainage and irrigation ditches in the West.

5. DOI: Reclamation

a. Using AI to Improve Short Term Water Forecasts

Reclamation is contracting with Upstream Tech to pilot its *HydroForecast* artificial intelligence technology, aiming to improve short-term water forecasts for reservoirs across the West. The two-year project will enhance 10-day streamflow predictions, helping water managers better manage water, plan reservoir releases, and prepare for floods or droughts. *HydroForecast*, which won Reclamation’s 2020–2021 “Streamflow Forecast Rodeo,” uses a machine-learning model trained across numerous basins to incorporate a wide range of data, such as satellite snowpack imagery and weather forecasts. The pilot will cover diverse sites in regions including the California-Great Basin, Colorado River basins, and the Columbia-Pacific Northwest, though some researchers note that better long-term forecasting will still be needed to address chronic shortages in some systems.

b. Reclamation Manual Website Update

Reclamation has announced that the Reclamation Manual website has been updated for improved navigability. The Reclamation Manual is the Reclamation’s official system of policies and directives that governs how the agency conducts its work. It serves as Reclamation’s internal “rulebook,” covering everything from water and power operations to environmental compliance, financial management, and employee conduct. You may notice some changes to the way the information is organized and displayed but there have been no changes made to the content of the information available. To access the Reclamation Manual website, visit <https://www.usbr.gov/recman/index.html>

c. 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.

6. DOI, Fish and Wildlife Service (FWS): ‘Blanket’ Rule for ESA Threatened Species

FWS is pausing its long-standing “blanket 4(d) rule” under the ESA, which automatically gave “threatened” species the same protections as “endangered” ones. Instead, FWS will create species-

specific 4(d) rules for any future listings, tailoring protections and exemptions to each species' needs. The pause, which could last until October 31, 2026, is part of a rulemaking process to formally rescind the blanket rule, a practice dating back to the 1970s. Supporters, including the Alliance, argue this change encourages private landowners to restore habitat by allowing more flexible regulations. Critics, including the Center for Biological Diversity and Defenders of Wildlife, warn the move will strain an already under-resourced FWS workforce and weaken ESA protections, potentially harming species recovery. The change follows years of political back-and-forth: the rule was rescinded under the Trump 45 Administration in 2019 and reinstated by the Biden Administration.

7. U.S. Department of Agriculture

a. Agency Reorganization

The USDA has quietly extended the public comment period for its controversial reorganization plan from the original 30 days to September 30—a full doubling of the feedback window. The reorganization, announced July 24 and initially slated to run through August 31, would shift approximately 2,600 Washington-area employees to regional hubs in Raleigh, Kansas City, Indianapolis, Fort Collins, and Salt Lake City, leaving just 2,000 staff near D.C. The change was not widely publicized, prompting criticism that USDA failed to follow more formal procedures, such as posting the proposal in the Federal Register. Meanwhile, the plan is drawing bipartisan concern over its potential to disrupt institutional knowledge and program delivery even without official layoffs.

b. Forest Health Resiliency Projects

USDA announced more than \$8 million for five new projects to reduce wildfire risk, protect water quality, and improve forest health across the nation. Three of the five new projects are in the West:

- COLORADO AND WYOMING - Medicine Bow-Routt National Forest “Headwaters of the Colorado” (*This is being spearheaded by Alliance Director Ea'mon O'Toole's family, and Ladder Ranch*).
- MONTANA - Lolo National Forest “Blackfoot River Valley Landscape Mosaic”
- OREGON – Mt. Hood National Forest “Hood River Wildfire and Watershed Resilience”

The [Joint Chiefs' Landscape Restoration Partnership Program](#) is a collaborative effort between USDA's Natural Resources Conservation Service (NRCS) and Forest Service to work across public-private boundaries and at a landscape scale. The \$8 million investment in new projects is in addition to \$32 million for 24 existing three-year-long Joint Chiefs' projects.

c. New Forest Service Roadless Policy

Agriculture Secretary Rollins last month announced that USDA is beginning the public comment

process to rescind the 2001 Roadless Rule, which restricts road construction and logging on nearly 60 million acres of national forest lands. The proposal would remove protections from about 45 million acres, excluding state-specific rules in Colorado and Idaho, and is framed by the administration as a move toward “common-sense management” that restores local decision-making, supports wildfire mitigation, and promotes rural economic growth. Supporters argue the rescission will reduce wildfire risk and regulatory burdens, particularly in Alaska’s Tongass National Forest, while opponents warn it could undermine habitat protections, recreation opportunities, and public trust. Public comments are open until September 19, 2025, and will guide the development of an environmental impact statement before a final decision is made.

DEVELOPMENTS IN THE 119TH CONGRESS

8. Congress Returns to DC With Few Days Left to Prevent a Government Shutdown

Congress returned from its August recess facing a packed September agenda, with government funding looming as the most urgent priority. Lawmakers have just 11 legislative days to negotiate and pass appropriations bills before funding lapses on October 1, risking a federal shutdown. The challenge is compounded by political divisions: Senate Democrats insist on bipartisanship while warning Republicans against going it alone, and Republicans will need at least seven Democratic votes to overcome a filibuster. Tensions have risen further following the Trump administration’s decision to cancel \$4.9 billion in previously approved foreign aid, a move criticized across party lines for undermining congressional authority. To buy more time, House Appropriations Chair Tom Cole has proposed a stopgap continuing resolution that could extend government funding until mid- or late November, possibly coupled with the Senate’s previously passed minibuss package covering Agriculture-Rural Development, Legislative Branch, and Military Construction-Veterans Affairs.

Progress on appropriations has been mixed. The Senate passed its minibuss in early August and has advanced several other bills through committee, while the House has cleared three appropriations bills on the floor—Military Construction-VA, Defense, and Energy-Water Development—and marked up seven more at the committee level. However, with all twelve FY 2026 bills still unfinished and differences between chambers yet to be reconciled, significant work remains before a shutdown can be averted. Beyond spending bills, Congress faces a wide range of legislative and oversight tasks in September. These include confirmation of Trump administration nominees, consideration of legislation on crime, stock trading reforms, and housing, as well as mounting demands for transparency around the “Epstein Files.” Overall, Congress faces both a compressed timeline and heightened political tensions as it seeks to manage funding deadlines and broader legislative priorities.

9. House Passes Energy and Water Appropriations Bill

The House of Representatives narrowly passed H.R. 4553, the FY25 Energy and Water Appropriations Act, by one vote. The bill advances Republican priorities on energy, water, and

infrastructure, emphasizing nuclear and geothermal development, cybersecurity for the electric grid, and domestic critical mineral production to reduce foreign reliance. It also allocates an additional \$201 million for water storage projects under the WIIN Act, including Sites Reservoir, while prohibiting Strategic Petroleum Reserve sales to China. A proposed floor amendment by Rep. David Schweikert (R-ARIZONA) sought to reduce funding across water programs by billions of dollars, potentially undermining irrigation, municipal supply, conservation, and Reclamation partnerships across the West. Ultimately, the amendment was soundly defeated by a bipartisan 351–76 vote.

10. Senate EPW Committee Takes Up Top Environment Nominees

The Senate last week processed President Donald Trump’s nominees for key energy and environmental positions, including seats at EPA and the Council on Environmental Quality (CEQ). On September 3, the committee held a business meeting where it advanced Katherine Scarlett’s nomination to lead CEQ. With bipartisan support, the committee voted 12–7 to report her nomination favorably to the full Senate. Committee Chair Shelley Capito praised Scarlett’s experience, including her current role as CEQ Chief of Staff, her work implementing the Fiscal Responsibility Act, modernizing NEPA procedures, and supporting permitting reforms through technology initiatives. The EPW vote on Jeffrey Hall’s nomination to lead EPA’s Office of Enforcement and Compliance Assurance was listed but postponed and not acted on at that meeting.

11. House Water, Wildlife and Fisheries Subcommittee Conducts Legislative Hearing

The House Natural Resources Subcommittee on Water, Wildlife, and Fisheries held a legislative hearing on five bills addressing hydropower, wildlife management, drought resilience, and coastal community support. The most debated measure was Rep. Dan Newhouse’s H.R. 2073, the *Defending Our Dams Act*, which would prohibit the use of federal funds to study or pursue breaching of the four Lower Snake River dams. Republican lawmakers argued that the bill is necessary to protect critical hydropower and infrastructure, pointing to President Trump’s withdrawal from a \$1 billion settlement agreement over dam operations. Proponents emphasized energy reliability and multipurpose benefits, while tribal leaders and conservation advocates countered that blocking research jeopardizes endangered salmon and tribal fishing rights.

The panel also examined Rep. Paul Gosar’s H.R. 4255, to delist the Mexican wolf from the Endangered Species Act (ESA); Rep. Doug LaMalfa’s H.R. 4970, to facilitate water transfers from California’s Orland Project; Rep. Seth Moulton’s H.R. 3692, to extend the Young Fisherman’s Development Act; and Rep. Dave Min’s H.R. 4256, to reauthorize NOAA’s Digital Coast Program. Witnesses included federal officials, tribal representatives, and industry groups. The discussion highlighted sharp divisions between those prioritizing infrastructure certainty and energy production, and those calling for more flexibility to protect fisheries and ecosystems.

12. “Skinny” Farm Bill

Lawmakers are under pressure to assemble a slimmed-down farm bill before year’s end, but negotiations remain slow and uncertain, with staff still “a little bit behind” in drafting. Farmers and industry groups are lobbying hard for new policies, especially as record crop yields this fall risk driving down prices, but many expect talks may slip into next year. Bipartisan tensions persist, particularly over cuts to nutrition programs, which Democrats argue jeopardize the traditional farm bill coalition. Other unresolved issues include California’s Proposition 12 on animal welfare, hemp regulations, and pesticide provisions, all of which could complicate progress. While House Ag Chair G.T. Thompson hopes to move a bill out of committee soon, farm groups are planning aggressive advocacy campaigns to keep pressure on Congress to complete a full reauthorization. There is no public draft or formal markup of a skinny farm bill in the Senate yet. Discussions and concept development are still in early stages.

IN THE COURTS

13. PCFFA v Nickels

Last week, the Ninth Circuit Court of Appeals issued a long-anticipated 30-page opinion affirming the U.S. District Court for the Eastern District of California’s conclusion that the irrigation return flow exemption in the CWA applies to the Grassland Bypass Project in California’s Central Valley. The panel held that the irrigated agriculture exemption applies where return flows do not contain additional point source discharges unrelated to crop production. The decision is a significant victory for irrigated agriculture, providing clarity that pollutants entering such return flows via nonpoint sources or point sources tied to crop production remain exempt under the CWA.

Contributing to this outcome was the active participation of Alliance, which, along with other agricultural groups, filed an influential amicus curiae brief in support of Reclamation, San Luis & Delta-Mendota Water Authority, and the Grassland Water District. The Court explicitly rejected the argument that any commingling with non-agricultural pollution forecloses the exemption, reasoning that such a position would effectively nullify Congress’s intent to protect irrigated agriculture. Reaffirming its broad interpretation of “irrigated agriculture” to include all activities related to crop production, the Court offered concrete examples of permissible nonpoint sources—such as windblown dust, roadway runoff, groundwater seepage, sediment intrusion, and runoff from retired farmland converted to solar projects—that do not compromise the exemption. By underscoring both statutory purpose and practical agricultural realities, the ruling, bolstered by the Alliance’s engagement, reinforces a legal framework that protects Western agriculture’s reliance on large-scale drainage infrastructure.

14. D.C. Circuit Applies High Court’s NEPA Decision for First Time

The D.C. Circuit Court of Appeals has issued its first ruling applying the Supreme Court’s recent *Seven County* decision, significantly strengthening judicial deference to federal agencies

conducting environmental reviews under NEPA. In *Sierra Club and Public Citizen v. FERC*, the court upheld the Federal Energy Regulatory Commission's (FERC's) NEPA review of a short natural gas pipeline segment at the U.S.-Mexico border, rejecting claims that the agency should have considered broader upstream impacts. The decision found FERC's review fell within a "broad zone of reasonableness" and that federal agencies are not required to analyze impacts outside their control or jurisdiction. Industry attorneys say this raises the bar for environmental challenges in the D.C. Circuit — long a favored venue for such lawsuits — and could streamline approvals for energy and infrastructure projects by narrowing the scope of required reviews. Environmental advocates warn the shift could make it harder to contest projects with significant indirect environmental effects.

ALLIANCE INITIATIVES

15. 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). Here's a hint of what's on tap:

- **Reclamation Roundtable** –we've invited the Acting Interior Assistant Secretary and Acting Commissioner, as well as other 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 Senate and House water, energy, natural resources and 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. Other panelists include Gary Esslinger (NEW MEXICO) and Californians Jason Peltier and Dick Moss (past Advisory Committee chairs), Mark Limbaugh (past Alliance president), and President Orme. 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. We also had a great crew of volunteers who came together to develop the selection criteria, application process, and scholarship scope for first-ever Patrick O'Toole Memorial Young Conservationist Scholarship, which is backed by over \$18,000 in donations. For more information and to apply, visit: <https://www.familyfarmalliance.org/otoole/>. I predict that this year's conference – due in part to our new October timeline – will be our best attended yet. [CLICK HERE](#) to register!

16. 2025 Farmer Lobbyist 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 about 30 participants confirmed from California, Arizona, Washington State, Nebraska, the Klamath Basin, Central Oregon, Idaho and New Mexico. We're currently working on scheduling meetings with the congressional delegations from each state.

17. Executive Director Transition

Samanth Barncastle began her first day at the Alliance on August 1, joining the contracting team. I will still serve as executive director until October 31, my last day. Sam will assume the role as executive director at the end of the annual conference general session. We held an in-person

meeting earlier this month in Boise (IDAHO) to kick-off the transition period between August 1 and October 31, when I officially step down as executive director. This meeting provided a one-day forum for the executive committee, Urban Eberhart (WASHINGTON) and Scott Petersen (CALIFORNIA), and our political / legal contractors to brief Sam on how we all work together in various endeavors.

Samantha has a busy speaking and touring schedule. On August 26, she delivered the luncheon address at the Arizona Association of Women in Water & Agriculture [Colorado River Update Meeting](#) in Phoenix. Over the Labor Day weekend, she attended an Arizona Agribusiness & Water Council tour near her hometown in Hatch (NEW MEXICO). On October 16, she will be the keynote speaker at the [2025 Water Sustainability Summit](#), hosted by our friend Mauricio Guardado and his team at United Water Conservation District in Ventura County, California. Feel free to reach out and welcome Sam at her official new email address: samantha@familyfarmalliance.org.

18. Colorado River Initiative

a. Colorado Water Congress Conference

The Colorado Water Congress Summer Conference last month brought together record-breaking attendance and underscored the urgency of western water challenges. Discussions focused on post-2026 Colorado River operating guidelines, interstate conflicts like Nebraska's South Platte lawsuit, and pressing issues of drought, storage, and population growth. High-profile participation included Governor Polis, Senators Hickenlooper and Bennet, and Congressman Neguse, alongside panels on conservation tools, tribal engagement, and water-sharing innovations. States such as Arizona are already evaluating large-scale augmentation proposals, signaling a more fragmented but pragmatic approach to water resilience.

The Alliance had a prominent role at the conference, marking an important step under incoming Executive Director Samantha Barncastle's leadership. Three Alliance Board Members attended, and Eamon O'Toole represented the organization on the agricultural water panel, receiving multiple rounds of applause for his candid defense of Upper Basin agriculture and irrigation-supported wetlands. He also highlighted the critical need for new high-elevation storage. Beyond the formal agenda, Alliance voices reinforced the importance of protecting agriculture in both the Upper and Lower Colorado River Basins, continuing outreach through national media and policy commentary. In the past two months, we authored or co-authored three editorial pieces that were published, emphasizing the importance of irrigated agriculture up and down the river.

b. IID Endorses Delta Conveyance Project

Meanwhile, California's Imperial Irrigation District (IID) took the unusual step of endorsing the Delta Conveyance Project, citing the interconnectedness of the state's water systems and the need to relieve pressure on the Colorado River. This matches up with the philosophy we made in our

2015 Colorado River white paper and is the argument that drove a Colorado River water user coalition letter that we helped drive earlier this year. That letter expressed support for “Voluntary Agreements”, which would provide for more flexible Bay-Delta operations, thereby reducing strain on Southern California’s reliance on the Colorado River.

WESTERN WATER “HOT SPOTS”

19. La Niña Watch Raise Hopes for Northwest Drought Relief

The West Coast saw its first atmospheric river of the season last month, an early signal of fall-like storm systems arriving as the National Weather Service issued a La Niña watch. If La Niña develops by November, as forecasters now say is slightly more likely than not, the Pacific Northwest could see cooler, wetter conditions through the winter. That would be welcome news in a region still struggling with persistent drought. Experts caution that recovery will take time. Still, uncertainty remains. NOAA’s fall outlook predicts warmer-than-average conditions across much of the country, including California, underscoring the unpredictability of seasonal forecasts.

20. Yakima Basin (WASHINGTON)

Water shortages are forcing earlier-than-usual shutoffs for some Yakima Basin irrigators, as reservoir storage hit its lowest levels since 1971, just 20% full in early September. Non-senior water rights holders are limited to 40% of their allotment while senior holders receive full supplies, with Roza Irrigation District deliveries ending nearly a month early on Sept. 23, threatening late-season crops like apples and wine grapes. The drought, ongoing since 2023, stems from low snowpack, early runoff, and below-average rainfall. Both Roza and Kittitas districts face major challenges but stress strong communication with Reclamation and are partnering on studies of drought impacts.

21. Red River of the North (NORTH DAKOTA)

On August 7, the Red River was permanently rerouted 2,000 feet west through the new Red River Control Structure in Fargo (NORTH DAKOTA), marking a major milestone in the \$3.2 billion Fargo-Moorhead Flood Risk Management Project. The diversion enables construction of a dam embankment across the old channel and is part of a 30-mile system designed to protect more than 260,000 residents from a 100-year flood by 2027. Governor Kelly Armstrong hailed the effort as historic, comparing it to the 1953 opening of Garrison Dam, and praised the \$850 million state investment along with the unprecedented collaboration of over 50 organizations. The project also makes history as the first public-private partnership flood management initiative in North America and the Corps’ first P3 civil works project.

ADMINISTRATIVE & MISCELLANEOUS

- My touring days at the Alliance are winding down. I'm speaking on a legislative / regulatory affairs panel at the [California Agricultural Irrigation Association summer meeting](#) in Pismo Beach on September 11. I'll return to Oregon in time to jump on a plane a few days later for our 2025 farmer lobbyist trip in Washington.
- After eleven years on Capitol Hill—including the past six with the Committee on Natural Resources—our old friend, **Annick Miller**, a key staffer on water matters – left Congress for the private sector earlier this month. **Richie O'Connell** – who we've also worked with in the past– will move over from the Appropriations Committee to replace Annick.
- The Edison Electric Institute has hired **Kiel Weaver** as its new chief advocacy officer under President Drew Maloney. Kiel, an **old friend of the Family Farm Alliance**, previously served as director of environmental policy at NextEra Energy and held key water policy and advisory roles at DOI and in former House Speaker Paul Ryan's office. His experience in federal water and environmental policy is expected to shape EEI's lobbying efforts as the nation's electric utilities navigate energy and climate challenges.
- Best Best & Krieger LLP announced that **Michael Brain** and **Gary Gold**, both long-time friends of the Alliance, have joined the firm's Environmental & Natural Resources and Water practice groups.
- The National Future Farmers of America (FFA) Organization announced its membership has reached a record **1,042,245** in 2025, a 1.5% increase from last year. Growth was seen nationwide, with California rising 3.5% to 108,143 members — the second-highest in the country — while Oregon, Washington, and Idaho also posted gains, reflecting continued momentum in agricultural education and career pathways.
- The great state of Oregon came to be in 1859. That's also the title of a bi-monthly publication called *1959 Oregon's Magazine*, dedicated to exploring the people, places, history, and spirit of the entire state under the motto "Live, Think, Explore." Last month, the magazine ran a really good story that highlights the collaborative water management that is happening in Deschutes River Basin. **Craig Horrell** (Central Oregon Irrigation District GM and Alliance Advisory Committee member) and I are both quoted in this story.
- **EPA Guidance Portal Relaunched:** On August 15, EPA reopened its online Guidance Portal, a central hub for navigating program guidance documents. Originally launched under Trump, it was shut down during the Biden-Harris Administration.

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.



6133 Freeport Boulevard, FL2
Sacramento, CA 95822-3534
(916) 391-5030 FAX (916) 391-5044

Board of Directors

Northern Region

Don Bransford
Glenn-Colusa Irrigation District
Jeff Sutton
Ridgetop Rice Dryer
Greg Johnson, President
Western Canal Water District

North Central Region

Becky Hackler Arellano
Turlock Irrigation District
Brett Lauppe
CoBank
Bill Diedrich
San Luis Water District

South Central Region

Robyn A. Black
Anderson Farms
Scott Rogers
Tulare Irrigation District
Bill Stone
Upper San Jose Water Company

Southern Region

Robert Krahn
Neil Jones Food Company
Bill Wulff
Kern County Water Agency
Peter G. Nelson
Coachella Valley Water District

At-Large

Gina Dockstader, Vice President
Imperial Irrigation District
Vacant
Vacant
Mark McKean
Kings River Conservation District
Sheridan Nicholas
Wheeler Ridge-Maricopa WSD
Dee Zinke
Metropolitan Water District
Johnny Amaral
Friant Water Authority
Diana Westmoreland
California Women for Agriculture
Wayne Western, Sec./Treas.
Hammonds Ranch

Executive Director
Michael Wade

TO: San Luis & Delta-Mendota Water Authority Board of Directors
FROM: Mike Wade, Executive Director
DATE: August 27, 2025
RE: Program and Activities Update

Great Valley Farm Water Partnership

I attended the August 13 meeting of the Great Valley Farm Water Partnership at the San Luis & Delta-Mendota Water Authority headquarters in Los Banos. The guest speaker for the meeting was Jacob McQuirk, Principal Engineer at DWR. He spoke on the process and challenges of conducting a sediment removal project in the Delta. Citing his prior experience, he stated that small sediment removal projects could take two years to obtain the permits and do the work. Efforts to streamline the process, such as getting a programmatic permit approval process is a much bigger lift, he said, involving CEQA and NEPA approval as well as programmatic inclusion in the biological opinions. He also said that sediment removal will change the hydrodynamics of the Delta, which could cause bigger problems than the ones being fixed by removing the sediment. McQuirk said it could take three years and \$5 million to simply set up the streamlined process, not counting any actual work to dredge the most troublesome channels.

News Media

The Coalition produced several letters and opinion pieces this month on current issues under discussion in the public sphere. So far, in 2025, the Coalition has produced and submitted 16 pieces to media outlets with 12 being published, a 75% publication rate.

Desert Sun – Dan Keppen of the Family Farm Alliance and I co-authored a piece on food security and the value of delivering water to western farms.

Blog – I authored a blog for the Coalition web site, asking the question: “Will the Bay-Delta Plan Succeed? It has a Good Chance if the Healthy Rivers and Landscapes Alternative is Allowed to Work.” The piece also ran as an article on LinkedIn and received positive comments by our followers.

Livermore Independent – A letter was submitted pushing back against the paper’s editorial portraying farmers as wasteful and unimportant to the economy. It further expressed the importance of Sites Reservoir as a project that will benefit the people of California, including the agricultural areas surrounding the paper’s publication footprint in Livermore.

Fresno Bee – A letter was submitted to the Fresno Bee about subsidence and the San Luis Canal. The Coalition made the case that State and federal agencies should be on the hook for damage caused by subsidence due to increased groundwater pumping following the implementation of CVPIA. In the letter, we accurately point out that the 2001 CVPIA Record of Decision (ROD) specifically acknowledged that the Act would lead farmers who lost surface water supplies to pump more groundwater, which, the ROD said, would directly result in subsidence.

The Desert Review – An op-ed was submitted on the rising tensions surrounding negotiations over the Post-2026 Operational Guidelines on the Colorado River. The essay discussed the intrinsic value of alfalfa as a globally important crop and that targeting it as wasteful is shortsighted, especially with its value to the Imperial Valley’s overall economy and America’s food supply.

Social Media Metrics

The Coalition's social media program includes outreach through multiple consumer and industry-targeted accounts. The following charts represent Coalition social media outreach and education from January 1 through August 23, 2025. During that time, we had 15.54 million impressions, reaching 5.75 million accounts. Impressions represent the number of times an ad was displayed, with reach representing the number of people, or accounts, that saw the ad or social media post.

About 72% of our audience reach consisted of people between the ages 25 and 44, 89.3% of which were women. Approximately 45% of impressions were in the Los Angeles DMA (Designated Market Area). The San Francisco Bay Area accounted for 19.3%, with Sacramento/Stockton/Modesto at 15.2%.

