

**STATE AND FEDERAL CONTRACTORS WATER AGENCY  
BOARD OF DIRECTORS**

***State Water Contractors Conference Room  
1121 L Street, Suite 1050  
Sacramento, CA 95814  
(916) 447-7357***

**Del Puerto Water District  
17840 Ward Avenue  
Patterson, CA 95363**

**Westlands Water District  
3130 N. Fresno St  
Fresno, CA. 93703**

**Santa Clara Valley Water District  
5700 Almaden Expressway  
San Jose, CA 95118**

**Solano County Water Agency  
810 Vaca Valley Parkway  
Vacaville, CA 95687**

**Byron Bethany Irrigation District  
7995 Bruns Road  
Byron, CA 94514-1625**

Dial in number: **800-356-0123**  
Participant PIN is: **808493**

REGULAR MEETING AGENDA

***March 22, 2019  
11:30 a.m.***

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**1.0 CALL TO ORDER**

- 1-1 The Board will Consider Corrections or Additions to the Agenda of Items Requiring Immediate Action that have come to the Attention of the Board after Posting the Agenda
- 1-2 Public Comment – Opportunity for members of the public to address the Agency on matters within the Agency’s jurisdiction (as required by Gov. Code Section 54954.3(a))

## 2.0 ACTION ITEMS (30 MIN)

- 2-1 Consider Approval of Board Meeting Minutes of February 21, 2019 – (Wallace)  
**Recommendation: That the Board approve of the above-mentioned minutes by minute order.** – Attachment
- 2-2 Consider Approval of Contract Amendment with Westervelt for the FY19. (DiGennaro)  
**Recommendation: That the board approve the above-mentioned contract amendment.** – Attachment
- 2-3 Consider Authorizing the Executive Director to enter into a Contract with MacLeod Watts to Assist with CalPERS Termination.  
**Recommendation: That the Board authorize the above-mentioned action** - Attachment
- 2-4 Consider Authorizing the Executive Director to Solicit Competitive Bids for Phase 2 Construction of the Tule Red Habitat Restoration Project.  
**Recommendation: That the Board authorize the above-mentioned action.**

## 3.0 INFORMATION REPORTS (15 MIN)

- 3-1 Board Chair's report (Wallace)
- 3-2 Executive Director Report (DiGennaro) - Attachment

## 4.0 ADJOURNMENT

### NOTE:

Requests for a disability related modification or accommodation, including auxiliary aids or services, in order to attend or participate in a meeting should be made to the Agency Administrator in advance of the meeting to ensure availability of the requested service or accommodation. At the discretion of the Board, all items appearing on this agenda and all committee agendas, whether or not expressly listed for action, may be deliberated and may be subject to action by the Board.

**BOARD OF DIRECTORS  
STATE AND FEDERAL CONTRACTORS WATER AGENCY  
DRAFT MEETING MINUTES  
December 20, 2018**

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**Directors Present:** Rick Gilmore, San Luis & Delta Mendota Water Authority  
Jose Gutierrez, Westlands Water District  
Cindy Kao, Valley Water District  
Randall Neudeck, Metropolitan Water District of Southern California  
Thomas Pate, SCWA- DSPC  
Craig Wallace, Kern County Water Agency

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**Staff Present:** Bruce DiGennaro, SFCWA Staff  
Osman Mufti, Renne Sloan Holtzman Sakai LLP

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**CALL TO ORDER**

Call to order: President Wallace called the meeting to order at 11:32 a.m.

*1-1 The Board will Consider Corrections or Additions to the Agenda of Items Requiring Immediate Action that have come to the Attention of the Board after Posting the Agenda*

**There were none.**

*1-2 Public Comment – Opportunity for members of the public to address the Agency on matters within the Agency’s jurisdiction (as required by Gov. Code Section 54954.3(a))*

**There were none.**

**ACTION ITEMS**

*2-1 Consider Approval of Board Meeting Minutes of December 20, 2018*

**The board approved the above-mentioned minutes by unanimous vote**

*2-2 Consider Approval of Amendment Request with DWR*

**The board approved the above mentioned request by unanimous vote**

**INFORMATION REPORTS**

3-1 Board Chair’s Report

There was no new information to report.

3-2 Executive Director Report

Bruce DiGennaro reported on the status of the CalPERS termination, Tule Red activities and efforts to lease the SFCWA office space.

**CLOSED SESSION**

The Board entered closed session from 1:00 to 1:12pm. There was no report out.

**ADJOURNMENT**

President Wallace adjourned the meeting at 1:15 p.m.

**State and Federal Contractors Water Agency**  
**AMENDMENT NO. 7 TO CONSULTING SERVICES AGREEMENT WITH**  
**Westervelt Ecological Services**  
**SFCWA Contract 14-8**

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This Amendment No. 7 to the Consulting Services Agreement 14-8, hereafter referred to as "Agreement," is entered into as of the \_\_\_\_ day of \_\_\_\_\_ 2019, by and between the State and Federal Contractors Water Agency, hereafter referred to as "SFCWA", and Westervelt Ecological Services, hereafter referred to as "CONSULTANT". The following amendments are hereby incorporated into the Agreement.

**1. Scope of Services:**

The Scope of Services attached as Attachment A to Amendment No. 6 to Contract 14-8 is deleted in its entirety and replaced with Attachment A to this Amendment No. 7 to the Personal Services Agreement 14-8.

**2. The following is hereby added to Article 3a:**

This Amendment No. 7 is in effect from April 1, 2019, through March 31, 2020, subject to earlier termination pursuant to Section 3(b) below, or extension by written agreement of the parties.

**3. Article 2b is modified to increase the budget by \$787,500 and read:**

Total fees, including expenses, for work performed by CONSULTANT under this Amendment No. 7 shall not exceed \$787,500, per Attachment B. CONSULTANT agrees to provide written notice to SFCWA when expenditures for each task under this Amendment No. 7 reach seventy-five percent (75%) of the total task expenditures.

**4. Endowment Funds and Reimbursement Obligations.** The second paragraph of Article 2c is hereby deleted in its entirety and replaced with the following:

"Consultant and SFCWA agree that during the period from April 1, 2019, through March 31, 2020, SFCWA shall make monthly payments to Consultant in the amount of Five Thousand Dollars (\$5,000.00) each (the "**Additional Endowment Funds**") in order to offset Consultant's costs of paying real property taxes, bonds and assessments and other costs of ownership of the Real Property during such period. The Additional Endowment Funds payments shall be included in Consultant's monthly invoices for April 2019 through March 2020 and paid by SFCWA along with the other monthly charges reflected in said invoices.

IN WITNESS THEREOF, SFCWA and CONSULTANT have executed this Amendment No. 7 to the Agreement on the date set forth below.

**STATE AND FEDERAL CONTRACTORS WATER AGENCY**

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

Name: Bruce DiGennaro

Title: Executive Director

**CONSULTANT**

BY: \_\_\_\_\_

Name: Gregory E. Sutter

Title: President, Westervelt Ecological Services

DATE: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Craig Wallace

Board President

## **Attachment A to Amendment #7**

### **Scope of Work for CONSULTANT 2019-2020**

#### **DWR TASK 5 – SIGNED PERMITS AND CEQA APPROVAL**

Permit Compliance and Monitoring: Costs include WES staff time to complete documentation required from permits. Mileage costs (truck rate) are for twelve 100-mile round trips to and from Sacramento for WES monitoring and permit compliance checks. Costs also include sub-consultant ESA science and permitting specialists to support permit agency interactions and monitoring efforts, including supporting the creation and submission of annual reports to permitting agencies.

#### **DWR TASK 7 – RESTORATION CONSTRUCTION COMPLETION**

Construction Observation, Inspection, and Contract Administration: Costs include WES staff time to visit site during the 16-week construction window approximately two days per week. Costs also include sub-consultants Hultgren-Tillis Engineers time to conduct geotechnical inspection testing, NHC to conduct plan compliance checks, and survey (measurement) of work completed, and KSN to be on-site every day for construction management. Costs for contract administration (invoice review, timesheet verification, change orders, approvals) are included in the KSN scope of work under this subtask. Mileage costs (truck rate) are included for WES travel to and from the site two days per week during the construction season, approximately 100 miles each round trip. Costs are included for NHC (design), Sage Engineering (structural engineers), Ashdown Architectural (ADA compliance), and Hultgren-Tillis Engineers (geotech borings) for the Island Slough fishing pier design.

WES and sub-consultants will provide the following services in support of construction during the term of this contract:

- On-site overall project management
- Monitor for compliance with plans and specs
- Monitor construction contract compliance
- Implement environmental mitigation measures
- Maintain required cost accounting
- Maintain books and records including payroll records (DWR audit)
- Determine when and what change orders are required for project
- Timely notification to SFCWA and attend regular meetings
- Coordinate biological monitoring provided by DWR
- Ensure compliance with state and federal laws and permit conditions
- Design of Island Slough fishing pier
- Prepare as-built drawings of the completed Tule Red Tidal Marsh Restoration

Deliverables:

- One hard and electronic copy of the as-built drawings
- pre- and post-project photographs
- post project aerial
- associated GIS data, if determined to be necessary by DWR,
- regular construction progress updates
- hard and electronic copies of required on-site environmental compliance documents (e.g. worker environmental awareness program sign-in sheet, and electronic copy of final worker environmental awareness plan.

### **DWR TASK 8 – TRANSFER OF PROPERTY IN FEE TITLE TO CDFW**

Transfer of Property: After construction has been completed and deliverables under Task 7 have been accepted by DWR, WES will transfer the Property to SFCWA/CDFW and record at the relevant county recorder's office. Additionally, WES will assemble a comprehensive set of documents to guide the management of the Project through time (USFWS Review Criteria for Section 7 Compensation).

Deliverables:

- One hard and electronic copy of the updated title report, associated documents
- Final Long-Term Management Plan (Adaptive Management and Monitoring Plan)
- CAD and GIS-based spatial files of the project site, parcels, and delineation of habitat types
- Property Assessment and Warranty
- Funding Analysis and Schedule

Note: Development of real estate protection mechanism and funding assurances is the responsibility of SFCWA and DWR. WES will assist, if requested, but no WES attorney costs are anticipated or accounted for in this task.

### **DWR TASK 9 – DWR AND CDFW AGREEMENT OR ESTABLISHMENT OF ACCEPTABLE DEED RESTRICTIONS**

Deed Restriction Agreement: This task requires SFCWA, DWR, and CDFW to coordinate and implement mutually acceptable deed documentation, representing perpetual deed restrictions acceptable to the USFWS.

Note: WES will assist if requested and hours have been budgeted to facilitate this task but no WES attorney costs are anticipated or accounted for in this task.

## **DWR TASK 10 - POST-CONSTRUCTION MANAGEMENT AND PERMIT COMPLIANCE**

Erosion Control and SWPPP Monitoring: During and after construction is complete for the season, the Storm Water Pollution Prevention Plan (SWPPP) requires on-site inspections. Until vegetation establishment criteria are met, before during and after each rain event of the winter season, site inspections must be made to determine if runoff is entering sensitive habitats. Costs include WES staff time to make round-trip visits throughout the construction season and winter months to document conditions throughout the construction footprint. Costs include mileage for 20 round trips of approximately 100 miles each (at truck rate).

### **Ownership Costs**

Costs include County taxes, Suisun RCD annual assessments, Reclamation District 2136 annual assessments, caretaker costs, and utilities during the construction phase. These costs are paid as a flat rate monthly payment of \$5,000. Any infrastructure repairs to water control structures or levees are not covered by this task, and will be paid by SFCWA separately or through a contract/scope amendment.

### **Project Management Costs**

Project management activities will be completed within the budgets allotted under Tasks 5, 7, 8, 9, and 10 above. Activities for WES staff include tracking progress of all work under this contract and creating monthly reports and quarterly work plans for SFCWA submittal to DWR. Team meetings are led by WES where tasks accomplished are documented, and upcoming tasks are detailed, and challenges with meeting schedules and deadlines discussed. Efforts also include general support for SFCWA in interactions with DWR on the project.

### **Subconsultants**

**The use of any new sub-consultants not previously authorized and exceeding \$25,000 in contract total will be authorized in writing by SFCWA prior to their start on the Project.**



**Attachment B Schedule of Fees and Budget**

**Westervelt Ecological Services 2019 Schedule of Fees**

(Rates are effective through December 31, 2019, and are subject to annual adjustments)

<b>PROFESSIONAL STAFF TYPE</b>	<b>HOURLY RATE</b>
Administrative Assistant	\$ 82.00
Associate Market/Financial Analyst	\$ 105.00
Senior Market/Financial Analyst	\$ 215.00
Field Technician	\$ 77.00
Staff GIS Analyst	\$ 85.00
Associate GIS Analyst	\$ 118.00
Senior GIS Analyst	\$ 190.00
Staff Biologist/Ecologist	\$ 108.00
Associate Biologist/Ecologist	\$ 152.00
Senior Biologist/Ecologist	\$ 215.00
Staff Conservation Planner	\$ 108.00
Associate Conservation Planner	\$ 152.00
Senior Conservation Planner	\$ 215.00
Staff Habitat Restoration Designer	\$ 131.00
Associate Habitat Restoration Designer	\$ 173.00
Senior Habitat Restoration Designer	\$ 215.00
Senior Project Manager	\$ 250.00
Project Principal	\$ 290.00

**REIMBURSEABLE RATES**

(Note: All actual direct reimbursable costs and sub-consultant invoices are subject to an 8% processing and management fee)

<b>REIMBURSABLE TYPE</b>	<b>UNIT</b>	<b>RATE</b>
<b>DOCUMENTS</b>		
Copies		
- Black & White		
- 8-1/2 x 11	Each	\$ 0.15
- 11 x 17	Each	\$ 1.00
- Color		
- 8-1/2 x 11	Each	\$ 0.75
- 11 x 17	Each	\$ 1.50
Drawings		
- Black & White	SqFt	\$ 1.00
- Color	SqFt	\$ 3.00
Binding	Each	Actual
<b>TRAVEL</b>		
Mileage		
- Truck	Mile	\$ 0.75
- Car	Mile	\$ 0.58
Airfare	Each	Actual
Parking (all types)	Each	Actual
Other Travel	Each	Actual
Accommodations	Night	Per DWR limits
Per Diem meals for overnight trips		Per DWR limits
<b>EQUIPMENT</b>		
ATV/UTV	Day	\$ 100.00
GPS GeoExplorerSurvey	Day	\$ 300.00
GPS RTK Rover	Day	\$ 450.00
Water Logger	Month	\$ 1,000.00
Field Supplies	Each	Actual
<b>SUBCONTRACTOR MARKUP</b>		<b>8%</b>

**2019-2020 Tule Red Budget**

	<b>Budget</b>
<b>DWR TASK 5 – SIGNED PERMITS AND CEQA APPROVAL</b>	<b>\$35,000</b>
<b>DWR TASK 7 - RESTORATION CONSTRUCTION-COMPLETION</b>	<b>\$574,000</b>
<b>DWR TASK 8 – TRANSFER OF PROPERTY IN FEE TITLE TO CDFW</b>	<b>\$23,500</b>
<b>DWR TASK 9 – DWR AND CDFW AGREEMENT OR ESTABLISHMENT OF ACCEPTABLE DEED RESTRICTIONS</b>	<b>\$10,000</b>
<b>DWR TASK 10 - POST-CONSTRUCTION MANAGEMENT AND SWPPP COMPLIANCE</b>	<b>\$85,000</b>
<b>Ownership Costs (April 2019 - March 2020)</b>	<b>\$60,000</b>
<b>Amendment No. 7 Total</b>	<b>\$787,500</b>

## Attachment C Schedule of Work

**TULE RED TIDAL RESTORATION PHASE 2**

**Updated: February 2019**

2019-20 Schedule	2019									2020		
	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar
<b>TASKS</b>												
<b>DWR Task 5 – SIGNED PERMITS AND CEQA APPROVAL</b>												
Permit Compliance and Monitoring												
<b>DWR TASK 7 – CONSTRUCTION COMPLETION</b>												
Construction Management												
Fishing Piers Design and Construction Cost Estimate												
<b>DWR TASK 8 – TRANSFER OF PROPERTY IN FEE TITLE TO CDFW</b>												
<b>DWR TASK 9 – DWR AND CDFW AGREEMENT OR ESTABLISHMENT OF ACCEPTABLE DEED RESTRICTIONS</b>												
<b>DWR TASK 10 – POST CONSTRUCTION MANAGEMENT AND SWPPP COMPLIANCE</b>												
SWPPP Monitoring and Ownership Costs												

# MacLeod Watts

February 21, 2019

Mr. Bruce DiGennaro  
Executive Director  
State and Federal Contractors Water Agency  
1121 L Street, Suite 806  
Sacramento, CA 95814

Re: Engagement Letter for Consulting relating to Pension and/or Retiree Health Benefit Liability

Dear Mr. DiGennaro:

We are sending this letter at the Agency's request proposing MacLeod Watts' engagement to consult on general matters relating to the Agency's pension and retiree health (OPEB) liabilities. It is our understanding that the Agency is contemplating the following actions:

- Termination of the contract with CalPERS for retirement (pension) benefits.
- Termination of the contract with CalPERS for health benefits.

We are aware that the Agency has received a preliminary valuation/analysis of the unfunded pension liability on a termination basis. Options on action here are probably limited, though we are available to consult with the Agency in whatever way we can be of service.

On the health benefits side, we are less familiar with the particulars of the Agency's current health coverage and how that might be changing. However, we have extensive experience in this area and are prepared to assist with: (1) projections of future health benefit costs for any current retiree(s); (2) consulting with respect to options or limitations for continuation of health coverage through CalPERS (PEMHCA); and/or (3) preparation of liability projections for compliance with GASB 75 reporting in the Agency's financial statements.

If/when the scope of work is more clearly defined, we can provide more specific estimates of the expected fees. For now, we propose to invoice the Agency at our customary hourly rates and estimate the total fees to fall in the following range:

Consultant	2019 Hourly Rates
Senior Actuarial Consultants	\$350
Actuarial Consultants	275 - 325
Actuarial Analysts	150 - 250
Administrative Staff	100 - 125

Consulting on CalPERS pension Contract Termination: \$1,000 - \$3,000  
Retiree Health (OPEB) consulting and actuarial projections: \$1,500 - \$4,000

We appreciate the opportunity to be of service and look forward to hearing back from you.

Cordially,



Catherine L. MacLeod, FSA, EA, FCA, MAAA  
Principal & Consulting Actuary

March 21, 2019

TO: Board of Directors

FROM: Bruce DiGennaro, Executive Director

RE: Executive Director's Report

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The following summarizes key activities since the February board meeting:

**A. Tule Red**

- As authorized by the Board at the February 2019 Board meeting, a request for amendment was prepared and submitted to DWR for on February 22, 2019. The request is currently being reviewed at DWR.
- Specifications for Phase 2 construction were completed and provided to Four M construction on March 4, 2019.
- Four M submitting a sealed bid on March 20, 2019 that was 30% higher than our engineer's estimate.
- Based on the amount of the bid received, I am recommending that SFCWA solicit competitive bids for the Phase 2 work. We expect to issue a solicitation next week from prequalified contractors.
- We have formed a Board committee consisting of directors Pate, Gilmore and Neudeck to help oversee activities associated with Tule Red.
- A site visit is scheduled for March 21, 2019 with DWR and CDFW staff to discuss plans to improve the Island Slough Fishing Pier, per our permit with BCDC.
- We are working on a meeting with CDFW for April 12, 2019 to discuss plans for title transfer and long-term management of the site.

**B. CalPERS Termination**

- I have had preliminary discussions with MacLeod Watts regarding assistance with the CalPERS termination, both with regard to retirement and health benefits.
- I am working on forming a Board committee consisting of directors Hansen, Kao and Gutierrez to help oversee the CalPERS termination process.

**C. SFCWA Office Space**

- I will be showing the space to a potential tenant on Friday, March 22, 2019.