



FORT ORD REUSE AUTHORITY

REGULAR MEETING

FORT ORD REUSE AUTHORITY (FORA) ADMINISTRATIVE COMMITTEE

Wednesday, November 8, 2017 at 8:30 a.m.

920 2nd Avenue, Suite A, Marina, CA 93933 (FORA Conference Room)

AGENDA

1. CALL TO ORDER/ESTABLISHMENT OF QUORUM
2. PLEDGE OF ALLEGIANCE
3. ACKNOWLEDGEMENTS, ANNOUNCEMENTS, AND CORRESPONDENCE
4. PUBLIC COMMENT PERIOD

Members of the public wishing to address the Committee on matters within its jurisdiction, but not on this agenda, may do so for up to 3 minutes and will not receive Committee action. Whenever possible, written correspondence should be submitted to the Committee in advance of the meeting, to provide adequate time for its consideration.

5. APPROVAL OF MEETING MINUTES ACTION
 - a. October 18, 2017 Meeting Minutes
6. NOVEMBER 17, 2017 BOARD MEETING AGENDA REVIEW INFORMATION
7. ITEMS FROM MEMBERS INFORMATION

Receive communication from Committee members as it pertains to future agenda items.
8. ADJOURNMENT

NEXT MEETING: Wednesday, November 22, 2017



FORT ORD REUSE AUTHORITY
ADMINISTRATIVE COMMITTEE REGULAR MEETING MINUTES
8:30 a.m., Wednesday, October 18, 2017 | FORA Conference Room
920 2nd Avenue, Suite A, Marina, CA 93933

1. CALL TO ORDER

Co-Chair Michael Houlemard called the meeting to order at 8:30 a.m.

The following members were present:

AR = After Roll Call; * = voting member

Craig Malin* (City of Seaside)

Anya Spear (CSUMB)

Melani Beretti* (County of Monterey)

Layne Long* (City of Marina)

Elizabeth Caraker* (City of Monterey)

Dino Pick* (City of Del Rey Oaks)

Michelle Overmeyer (MST)

Steve Matarazzo (UCMBEST)

Bill Collins (BRAC)

Anya Spear (CSUMB)

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Bill Collins

3. ACKNOWLEDGEMENTS, ANNOUNCEMENTS AND CORRESPONDENCE

Bill Collins announced that a Public meeting will be held on Thursday October 26, 2017 in regards to the Army's proposed plan for Group 4 – Future East Garrison Munitions Response Areas.

4. PUBLIC COMMENT PERIOD

Members of the public wishing to address the Administrative Committee on matters within its jurisdiction, but not on this agenda, may do so for up to 3 minutes.

There were no comments received from the public.

5. APPROVAL OF MEETING MINUTES

ACTION

a. October 4, 2017 Regular Meeting Minutes

MOTION: On motion by Committee member Caraker and second by Committee member Spear and carried by the following vote, the Administrative Committee moved to approve the regular meeting minutes of October 4, 2017.

MOTION PASSED UNANIMOUSLY

6. OCTOBER 13, 2017 BOARD MEETING FOLLOW-UP

INFORMATION

Jonathan Brinkman provided the Committee and public with an overview of the Board meeting including the item pulled from the Consent Agenda, item 7d - Adopt 2018 FORA Legislative Agenda. A motion was made to approve the item with modifications to the language in item B – Legislative Coordination Regarding FORA Transition. Mr. Brinkmann also reviewed actions the Board took on two business items, On-Call Engineering Services and General Engineering Services. There was not a unanimous vote on the On-Call Engineering Service contract that proposed the existing contractors be replaced. A second vote on the item will return at the next meeting.

7. BUSINESS ITEMS

INFORMATION

Mr. Houlemard introduced the item and provided a brief background. The Oak Woodlands was originally included in the Base Reuse Plan. The Board discussed the item during the reassessment process in 2012, along with individual task forces of the FORA Board. The Board decided instead of relying on the jurisdictions which had been the policy for the last decade. The Board asked FORA to provide the leadership and pulling it together for the actions that were required by the County of Monterey and the City of Seaside. The City of Marina and California State University Monterey Bay (CSUMB) have requested to be an active in the process.

Associate Planner Mary Israel reminded the Committee and public that the Oak Woodlands Conservation Planning is a part of the Category III from the reuse plan and reassessment of 2012. In 2016 the FORA Board selected a consultant group planning firm Denise Duffy and Associates to complete these Oak Woodlands policy programs for The City of Seaside and Monterey County. The product will be a draft Oak Woodlands conservation area map, and a draft Oak Woodlands area management and Monterey plan. In addition related Oak Woodlands area and specific templates for all jurisdictions to use. FORA's staff role is convening meetings, engaging with Seaside, and Monterey County to develop an independent website www.oakwoodlands.org.

A timeline of scheduled meetings and key milestones were provided within the packet.

This item was information only and there was no action taken.

8. ITEMS FROM MEMBERS

There were no items received from members.

9. ADJOURNMENT at 8:49 a.m.

- START -

**DRAFT
BOARD PACKET**



FORT ORD REUSE AUTHORITY

REGULAR MEETING

FORT ORD REUSE AUTHORITY (FORA) BOARD OF DIRECTORS

Friday, November 17, 2017 at 2:00 p.m. | 910 2nd Avenue, Marina, CA 93933 (Carpenters Union Hall)

AGENDA

ALL ARE ENCOURAGED TO SUBMIT QUESTIONS/CONCERNS BY NOON NOVEMBER 16, 2017.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE *(If able, please stand)*

3. ACKNOWLEDGEMENTS, ANNOUNCEMENTS, AND CORRESPONDENCE

4. ROLL CALL

FORA is governed by 13 voting members: (a) 1 member appointed by the City of Carmel; (b) 1 member appointed by the City of Del Rey Oaks; (c) 2 members appointed by the City of Marina; (d) 1 member appointed by Sand City; (e) 1 member appointed by the City of Monterey; (f) 1 member appointed by the City of Pacific Grove; (g) 1 member appointed by the City of Salinas; (h) 2 members appointed by the City of Seaside; and (i) 3 members appointed by Monterey County. The Board also includes 12 ex-officio non-voting members.

5. CONSENT AGENDA

INFORMATION/ACTION

CONSENT AGENDA consists of routine information or action items accompanied by staff recommendation. Information has been provided to the FORA Board on all Consent Agenda matters. The Consent Agenda items are normally approved by one motion unless a Board member or the public request discussion or a separate vote. Prior to a motion, any member of the public or the Board may ask a question or make comment about an agenda item and staff will provide a response. If discussion is requested, that item will be removed from the Consent Agenda and be considered separately at the end of the Consent Agenda.

- a. Approve October 13, 2017 Meeting Minutes
Recommendation: Approve October 13, 2017 meeting minutes.
- b. Approve October 26, 2017 Special Meeting Minutes
Recommendation: Approve October 26, 2017 Special meeting minutes
- c. Administrative Committee
Recommendation: Receive an Administrative Committee report.
- d. Veterans Issues Advisory Committee
Recommendation: Receive a Veterans Issues Advisory Committee update.
- e. 2018 Board of Directors Meeting Calendar
Recommendation: Approve the 2018 FORA Board meeting schedule.
- f. Public Correspondence to the Board
- g. Prevailing Wage Status Report
Recommendation: Receive Prevailing Wage Status report

6. BUSINESS ITEMS

INFORMATION/ACTION

BUSINESS ITEMS are for Board discussion, debate, direction to staff, and/or action. Comments from the public are **not to exceed 3 minutes** or as otherwise determined by the Chair.

- a. UC Monterey Bay Education Science and Technology Center Status
Recommendation: Receive a University of California Monterey Bay Education Science and Technology (UCMBEST) Status Report.

b. Transition Planning Workshop – 2d Vote

Recommendation: Second Vote on the Transition Task Force Recommendation.

Motion: On motion by Board member Edelen and second by Board member Gunter to approve the Transition Task Force recommendation to create a single entity successor/Joint Powers Authority, seek extension of Community Facilities District/powers to the successor and utilize implementation agreement/percentage assignment for jurisdictions fair and equitable contribution for the successor to complete FORA program.

c. On-Call Engineering and Design Services – 2d Vote

Recommendation:

- i. Take a 2nd Vote to approve Master Services Engineering and Design Services Contract with Whitson Engineers (W) not-to-exceed \$1,500,000.
- ii. Take a 2nd Vote to approve Service Work Orders (SWOs): W1 Document Review for \$27,500; W2 South Boundary Road Design and Engineering Services for \$554,300; W3 Gigling Road Design and Engineering Services for \$692,500; and W4 Engineering and Design Services related to Utilities, Munitions and Explosives of Concern, and Public Outreach support on South Boundary & Gigling Roads for \$225,700.

d. General Engineering Services

Recommendation:

- i. Receive an update on Eucalyptus Road storm water repairs.
- ii. Approve Harris and associates Service Work Order: H3 Eucalyptus Road Infiltrator Review and Repair Engineering and Support Services for \$160,235.
- iii. Approve an on-call professional services contract for NON-ESCA Munitions Response Coordination. (Selection and Amount Pending)

e. Water Augmentation Program Update

Recommendation: Receive a Water Augmentation Program Update.

f. Eastside Parkway Environmental Review Update

Recommendation: Receive an update on the Eastside Parkway Environmental Review.

7. PUBLIC COMMENT PERIOD

INFORMATION

*Members of the public wishing to address the Board on matters within its jurisdiction, but **not on this agenda**, may do so for up to 3 minutes or as otherwise determined by the Chair and will not receive Board action. Whenever possible, written correspondence should be submitted to the Board in advance of the meeting, to provide adequate time for its consideration.*

8. ITEMS FROM MEMBERS

INFORMATION

Receive communication from Board members as it pertains to future agenda items.

9. ADJOURNMENT

NEXT REGULAR MEETING: DECEMBER 8, 2017 AT 2:00 P.M.

Placeholder for Item 5a

October 13, 2017 Meeting Minutes

This attachment will be included in the final Board packet.

Placeholder for Item 5b

October 26, 2017 Special Meeting Minutes

This attachment will be included in the final Board packet.

FORT ORD REUSE AUTHORITY BOARD REPORT

CONSENT AGENDA

Subject: Administrative Committee

Meeting Date: November 17, 2017

Agenda Number: 5c

INFORMATION/ACTION

RECOMMENDATION:

Receive an Administrative Committee report.

BACKGROUND/DISCUSSION:

The Administrative Committee met on September 13, 2017 and October 4, 2017. The approved minutes for these meetings are attached (**Attachment A & Attachment B**).

FISCAL IMPACT:

Reviewed by the FORA Controller_____

Staff time for the Administrative Committee is included in the approved annual budget.

COORDINATION:

Administrative Committee

Prepared by _____ **Approved by** _____
Dominique L. Jones Michael A. Houlemard, Jr.



FORT ORD REUSE AUTHORITY
ADMINISTRATIVE COMMITTEE REGULAR MEETING MINUTES
8:30 a.m., Wednesday, September 13, 2017 | FORA Conference Room
920 2nd Avenue, Suite A, Marina, CA 93933

1. CALL TO ORDER

Co-Chair, Michael Houlemard called the meeting to order at 8:30 a.m.

The following members were present:

AR = After Roll Call; * = voting member

Craig Malin* (City of Seaside)

Melani Beretti* (County of Monterey)

Anya Spear (CSUMB)

Steve Matarazzo (UCMBEST)

Lisa Rheinheimer (MST)

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mr. Michael Groves.

3. ACKNOWLEDGEMENTS, ANNOUNCEMENTS AND CORRESPONDENCE

Executive Officer, Michael Houlemard reported on the public outreach meeting held by the City of Marina for the Imjin Parkway Widening Project and the Prevailing Wage Workshop hosted by the Department of Industrial Relations, both held on September 12, 2017. Craig Malin also mentioned an upcoming public meeting in regards to the Campus Town project in Seaside.

4. PUBLIC COMMENT PERIOD

Members of the public wishing to address the Administrative Committee on matters within its jurisdiction, but not on this agenda, may do so for up to 3 minutes.

There were no comments received from the public.

5. APPROVAL OF MEETING MINUTES

ACTION

a. August 2, 2017 Regular Meeting Minutes

b. August 30, 2017 Regular Meeting Minutes

MOTION: On motion by Committee member Beretti and second by Committee member Pick and carried by the following vote, the Administrative Committee moved to approve the regular meeting minutes of August 2 and August 30, 2017.

MOTION PASSED UNANIMOUSLY

6. SEPTMEBER 8, 2017 WORKSHOP/BOARD MEETING FOLLOW-UP

INFORMATION

Mr. Houlemard provided the Committee and public with an overview of the transportation workshop and Board meeting. He briefly described the essence of the public comments and discussion that occurred and provided insight to the presentations that were provided. Mr. Houlemard commended the FORA staff for their work in the presentation and the positive feedback received. The Capital Improvement Program (CIP) master services contracts item was also reviewed along with the duty the Administrative Committee has to the Board in regards to making recommendations on CIP related projects to the Board. Comments were also received from the Committee and public.

- 7. SEPTEMBER 12, 2017 PREVAILING WAGE SEMINAR FOLLOW-UP INFORMATION**
Principal Analyst Robert Norris and Mr. Houlemard provided the Committee and public with an overview of the Prevailing Wage seminar and noted some the challenges and weaknesses that were observed. Staff was asked to bring back a “wage study” regarding prevailing wage on former Fort Ord at the October 18, 2017 Administrative Committee meeting. Comments and discussion were received from the Committee and public.
- 8. ITEMS FROM MEMBERS**
There were no items received from members.
- 9. ADJOURNMENT** at 9:34 a.m.



FORT ORD REUSE AUTHORITY
ADMINISTRATIVE COMMITTEE REGULAR MEETING MINUTES
8:30 a.m., Wednesday, October 4, 2017 | FORA Conference Room
920 2nd Avenue, Suite A, Marina, CA 93933

1. CALL TO ORDER

Co-Chair, Craig Malin called the meeting to order at 8:31 a.m.

The following members were present:

AR = After Roll Call; * = voting member

Craig Malin* (City of Seaside)

Melani Beretti* (County of Monterey)

Layne Long* (City of Marina)

Elizabeth Caraker* (City of Monterey)

Anya Spear (CSUMB)

Lisa Rheinheimer (MST)

Steve Matarazzo (UCMBEST)

Bill Collins (BRAC)

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Craig Malin.

3. ACKNOWLEDGEMENTS, ANNOUNCEMENTS AND CORRESPONDENCE

Assistant Executive Officer Steve Endsley reminded the Committee and public that Executive Officer Michael Houlemard was attending the Association of Defense Communities forum in Denver, Colorado.

Bill Collins from the US Army Base Realignment and Closure office announced that the Army is mobilized to begin prescribed burns of approximately 245 acres on Thursday, October 25, 2017 if weather permits.

4. PUBLIC COMMENT PERIOD

Members of the public wishing to address the Administrative Committee on matters within its jurisdiction, but not on this agenda, may do so for up to 3 minutes.

There were no comments received from the public.

5. APPROVAL OF MEETING MINUTES

ACTION

a. September 13, 2017 Regular Meeting Minutes

MOTION: On motion by Committee member Beretti and second by Committee member Malin and carried by the following vote, the Administrative Committee moved to approve the regular meeting minutes of September 13, 2017.

MOTION PASSED UNANIMOUSLY

- 6. OCTOBER 13, 2017 BOARD MEETING AGENDA REVIEW** **INFORMATION**
Mr. Endsley provided the Committee and public with an overview of the Board meeting agenda. Comments were also received from the Committee and public. Staff responded to questions.
- 7. BUSINESS ITEMS** **INFORMATION**
a. Department of Toxic Substances Control (DTSC) Annual Land Use Covenant Reporting
Principal Planner Jonathan Brinkmann reminded the Committee of the reporting due date of September 29, 2017 and that there were still reports outstanding from several jurisdictions. Comments were received from the Committee and public.
- 8. ITEMS FROM MEMBERS**
Committee member Beretti requested that the DTSC reporting item be placed on the Administrative Committee agenda weeks prior to the due date to allow agencies the opportunity to remind and follow up with their staff.
- Committee member Malin requested an update on the Oak Woodlands project be placed on a future agenda.
- 9. ADJOURNMENT** at 9:17 a.m.

FORT ORD REUSE AUTHORITY BOARD REPORT

CONSENT AGENDA

Subject: Veterans Issues Advisory Committee

Meeting Date: November 17, 2017

Agenda Number: 5d

INFORMATION/ACTION

RECOMMENDATION:

Receive a Veterans Issues Advisory Committee report.

BACKGROUND/DISCUSSION:

The Veteran's Issues Advisory Committee met on September 28, 2017. The approved minutes for this meeting are attached (**Attachment A**).

FISCAL IMPACT:

Reviewed by FORA Controller _____

Staff time for this item is included in the approved annual budget.

COORDINATION:

VIAC

Prepared by _____
Dominique L. Jones

Approved by _____
Michael A. Houlemard, Jr.



FORT ORD REUSE AUTHORITY
VETERANS ISSUES ADVISORY COMMITTEE (VIAC) MEETING MINUTES
3:00 P.M. September 28, 2017 | FORA Conference Room
920 2nd Avenue, Suite A., Marina CA 93933

1. CALL TO ORDER

Chair, Jerry Edelen called the meeting to order at 3:00 P.M.

Committee Members Present:

Mayor Jerry Edelen, City of Del Rey Oaks (**Chair**)

Ian Oglesby, US Army Veteran

Sid Williams, Monterey County Military & Veteran Affairs Commission
(MCM/VAC)

Mary Estrada, United Veterans Council (UVC)

Jack Stewart, Monterey County California Central Coast Veterans Cemetery Advisory
Committee

Richard Garza, Central Coast Veterans Cemetery Foundation (CCVCF)

Command Sgt. Major Roberto Marshall, US Army

James Bogan, Disabled American Veterans (DAV)

2. PLEDGE OF ALLEGIANCE led by Robert Norris.

3. ACKNOWLEDGEMENTS, ANNOUNCEMENTS AND CORRESPONDENCE

Chair Edelen recognized Senator Bill Monning and thanked him for attending the meeting. The new Cemetery Administrator Erica Chaney was introduced and an update on Committee member Edith Johnsen's condition as she recovers from a house fire was provided.

4. PUBLIC COMMENT PERIOD

There were no verbal comments from the public

5. APPROVAL OF MEETING MINUTES

a. August 24, 2017 Regular Meeting Minutes

MOTION: On motion by Committee member Sid Williams and second by Committee member Ian Oglesby and carried by the following vote, the VIAC moved to approve the August 24, 2017 meeting minutes.

MOTION: PASSED UNANIMOUSLY

6. BUSINESS ITEMS

a. **California Central Coast Veterans Cemetery (CCCVC) Status Report**

i. *Cemetery Administrator's Status*

Ms. Chaney provided an update on the CDVA's attempts to fill vacant positions and indicated that two positions were filled – skilled laborer and an office technician. A report of 611 services/internments to date was also provided and work being organized for the "Wreaths across America" event.

ii. Veterans Cemetery Land Use Status

Principal Analyst Robert Norris provided an update on the item and reviewed the Fort Ord Committee meetings schedule that was provided in the packet. Principal Planner Jonathan Brinkmann reminded the Committee and public that FORA is working in a support role to the City of Seaside and Monterey County to coordinate meetings and assist with support for public outreach.

iii. Fort Ord Committee Verbal Report: Oak Woodlands Mitigation & Endowment MOU

Mr. Norris provided a brief introduction to the item and advised the committee to hear Tom Mancini (Seaside resident) report on the public meeting that occurred on September 27, 2017 regarding the Army's proposed plan for Group 1 – Seaside and Parker Flats Phase II Munitions Response Areas. Executive Officer Michael Houlemard also provided comments on the item.

b. Fundraising Status

i. CCVCF Status Report

Richard Garza provided the report and indicated that a letter was received from the State of California to consider contributing to the state share for the local match grant by September 30, 2017. Because the Committee does not meet until October 5, 2017 the deadline is unable to be met. A letter was sent from CCVCF in response stating that the funds have been verified for an expansion and are earning interest. Senator Bill Monning also provided an update and information on the State Senate role on the work for the CCCVC and its fundraising efforts. A draft resolution will be provided to the land use jurisdictions and the FORA Board to adopt that provides the value of the cemetery land to support efforts for match funding.

c. Veterans Transition Center (VTC) Housing Construction

Mr. Norris provided an update on the water issues as it relates to the VTC and the documents pending for the water certification to be granted.

d. VA-DOD Clinic

James Bogan provided an update and advised that although the pharmacy is not open, progress is being made. Jack Stewart attended a City of Marina Council meeting and requested signs be placed throughout the city to assist visitors in locating the Veterans Clinic.

e. Historical Preservation Project

Mr. Stewart indicated the City of Marina has a draft plan for the area near the VA Clinic for a restoration project that includes a sports arena, swimming pool,

chapel as well as a visitor center for the recreation trails, and the military barracks.

f. **Calendar of Events**

- October 21, 2017: Run for the Fallen
- October 28, 2017: Hero's Open
- October 28, 2017: 100 year anniversary of Army Fire Station
- November 9, 2017: DLI Veteran's Day Ceremony
- November 11, 2017: Veteran's Day Parade

7. ITEMS FROM MEMBERS

Mr. Stewart reported on a veteran recently interred at CCCVC that received multiple awards from several wars.

8. ADJOURNMENT at 3:50 P.M.

FORT ORD REUSE AUTHORITY BOARD REPORT

CONSENT AGENDA

Subject: 2018 FORA Board Meeting Schedule

Meeting Date: November 17, 2017

Agenda Number: 5e

ACTION

RECOMMENDATION:

Approve the 2018 FORA Board Meeting schedule.

BACKGROUND/DISCUSSION:

The 2018 Board Meeting schedule is attached (**Attachment A**).

FISCAL IMPACT:

Reviewed by FORA Controller _____

Staff time for this item is included in the approved annual budget.

COORDINATION:

Prepared by _____

Dominique Jones

Approved by _____

Michael A. Houlemard, Jr.



FORT ORD REUSE AUTHORITY

920 2nd Avenue, Suite A, Marina, CA 93933

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2018 FORA BOARD MEETING SCHEDULE

January 12

February 9

March 9

April 13

May 11

June 8

July 13

August 10

September 14

October 12

(November 9 Veterans Day is Observed)

November 16

December 14

Board meetings are held on the 2nd Friday of each month at 2:00 p.m. at the Carpenter's Union Hall on the former Fort Ord (910 2nd Avenue, Marina, California), unless otherwise noticed/announced. Meeting dates and times are subject to change. Agendas and other meeting materials are posted on the FORA website www.fora.org and are available upon request.

FORT ORD REUSE AUTHORITY BOARD REPORT	
CONSENT AGENDA	
Subject:	Public Correspondence to the Board
Meeting Date:	November 17, 2017
Agenda Number:	5f
	INFORMATION/ACTION

Public correspondence submitted to the Board is posted to FORA's website on a monthly basis and is available to view at <http://www.fora.org/board.html>

Correspondence may be submitted to the Board via email to board@fora.org or mailed to the address below:

FORA Board of Directors
 920 2nd Avenue, Suite A
 Marina, CA 93933

DRAFT

FORT ORD REUSE AUTHORITY BOARD REPORT

CONSENT AGENDA

Subject: Prevailing Wage Status Report

Meeting Date: November 17, 2017

Agenda Number: 5g

INFORMATION/ACTION

RECOMMENDATION(S):

Receive Prevailing Wage Status Report

DISCUSSION:

From July 1, 2017 – September 30, 2017, multiple construction workers were employed on Fort Ord projects. From reported information (CSU/County/Seahaven-Layia/Villosa/Shops At Dunes), approximately 154,261 worker hours were utilized and approximately 2278 workers employed. An average of 61% of those workers were from the tri-County area. (Santa Cruz, Monterey and San Benito County). In addition, the County and MCWD had two public projects on Fort Ord lands. The County has not yet begun work on its upgrade project to its new County health services building, but is expected to during the next reporting period. MCWD also began work on its pipeline project and approximately 1700-1800 worker hours were expended. The work was performed by Monterey Peninsula Engineering and MCWD estimates that 85-95% of MPE's workforce is located within the tri-County area. These numbers do not include the amount of worker hours on the Dunes housing project nor do they include any numbers from the Renasci builders on the Seahaven project.

On or about August 25, 2017, the Department of Industrial Relations issued a Civil Wage and Penalty Assessment against prime contractor Covenant Construction, Inc. on the Springhill Suites – The Dunes at Monterey Bay project in the amount of \$769,590 (penalties and wages). The current status of this assessment is unknown. The date for a formal hearing was October 24, 2017. In addition, tile mechanic workers have filed separate wage claims for unpaid wages and waiting time penalties in a cumulative amount of approximately \$175,000. The Fort Ord Reuse Authority was also copied on correspondence from attorneys Weinberg, Roger and Rosenfeld on behalf of the Monterey/Santa Cruz Building and Construction Trades Council (BTC) to Scott Negri, SKN Properties, asserting that SKN Properties is out of compliance and requesting documents showing compliance with the terms of the Settlement Agreement between the BTC and Marina Community Partners, LLC, et al. in Case M81343, Monterey Superior Court.

At the July 2017 Board meeting, a Prevailing Wage Legislative Update was provided to the Board outlining the new changes in state law related to public works laws. In September, the Department of Industrial Relations provided a workshop which addressed some Fort Ord specific issues. Approximately 20-30 contractors, City/County staff and others attended the workshop. While there was some very good information provided, handouts have not been provided by DIR as promised. The presenters were unable or unauthorized to provide specific information relative to Fort Ord military base reuse, even though such information was requested in advance. The City attorneys have requested that additional meetings be set up with DIR to further explore interpretations of the new rules and how they apply on Fort

Ord projects. It was relayed that DIR is still working on how it will implement the new laws which took effect in June, 2017. DIR presenters did indicate that the PWC-100 forms which are used to report new public works projects now require the identification of underlying land use jurisdictions.

At the October 2017 Board meeting in the Board report on the Legislative Agenda, it was reported that AB1701 was sent to the Governor's office for signature. AB1701 would, for all contracts entered into on or after January 1, 2018, require a direct contractor, as defined, making or taking a contract in the state for the erection, construction, alteration, or repair of a building, structure, or other work, to assume, and be liable for, specified debt owed to a wage claimant that is incurred by a subcontractor, at any tier, acting under, by, or for the direct contractor for the wage claimant's performance of labor included in the subject of the original contract. Additionally, the bill would provide additional enforcement authority to DIR to enforce **private contractual arrangements** and provide for third party enforcement directly against the contractor. This could have far reaching impacts in private construction contracts and make a homeowner who acts as a "general" to become responsible for wage claims by a "sub-contractor's" employees. Additionally, this may have some impact on Fort Ord projects for those developers/contractors who have "private contractual" agreements (settlement agreements or otherwise) regarding payment of prevailing wages or otherwise for contracts entered into after January 1, 2018. **The Governor signed this bill into law on October 14, 2017.**

Finally, at the last prevailing wage quarterly report, it was requested that FORA staff put together some best practices to address the new prevailing wage laws. As a first step, **attached** please find some suggested best practices to utilize when not only new prevailing laws come into effect but also on an ongoing basis to assure a City's or County's compliance with the ever changing public works laws. Consultation with a jurisdiction's legal counsel on technical contract language amendments and these practices is encouraged.

FISCAL IMPACT:

Reviewed by FORA Controller _____

Staff time for this item is included in the approved annual budget.

Prepared by _____
Sheri Damon

Approved by _____
Michael A. Houlemard, Jr.

BEST PRACTICES FOR 2017

CALIFORNIA PREVAILING WAGE LAW

California Prevailing Wage Law requires workers on publicly-funded construction projects—called "public works"—to be paid union wages, as determined by the State. However, in recent years, the definition of public works has greatly expanded. Many projects that were previously considered private are now "public works" subject to prevailing wage requirements. The rules governing which projects are covered are complex, rapidly changing, and largely unwritten.

PROACTIVE PLANNING

The best way to resolve prevailing wage disputes is to prevent them from occurring. Identifying prevailing wage issues at an early stage and structuring projects to minimize prevailing wage liability at the outset is an integral part of proactive planning.

In 2013 the California Labor Commissioner brought more than 400 enforcement actions against developers and contractors, and collected a record-breaking \$17.7 million in retroactive prevailing wage payments. Even on Fort Ord alone, enforcement actions to date have been in the millions.

Even when the State determines that a project is not subject to prevailing wage, individual workers and labor groups can bring prevailing wage lawsuits up to four years after work on the project is complete. The State has been known to change its opinion if different or additional information is later presented. Sometimes the best way to avoid a prevailing wage dispute is to negotiate an agreement in advance with the unions, known as a Project Labor Agreement. Other times, close contact and discussion with the Departments' staff can minimize the nature and extent of non-compliance issues. One factor that is considered by the Department when addressing compliance is whether or not a Contractor or Awarding Body is following the advice of their Labor Compliance professionals.

1. CHECK YOUR FUNDING SOURCE
 - Prop 84 and Federal funding trigger additional PW/LCP requirements

2. REVIEW SPECIFICATIONS AND CONTRACTS TO ENSURE NEW AND UPDATED PREVAILING WAGE LANGUAGE IS INCLUDED (THIS INCLUDES **PURCHASE ORDERS**)
 - Annual review of PW contract language
 - Must include registration requirements Labor Code 1725.5, unless exempted from this requirement (LC 1771.1(a));
 - This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations;

- Worker's Compensation requirement (LC 1860)
 - The contractor shall post applicable prevailing wage rate on the project site. (LC 1771.4)
 - Service, Maintenance as well as capital improvement construction work are now included
 - **Covered work:** Landscape maintenance, servicing of fire alarm, exit lights, and fire suppression systems; cleaning HVAC units/vents; servicing a generator; warranty work; emergency work; modular furniture systems; installing or removing any furniture attached to the wall, ceiling, or floor; lighting replacement; surveying work; onsite testing
 - **Non-Covered work:** Security guards; routine janitorial services; moving services (no affixed furniture); pest control spraying; sewer camera placemen and viewing; and supervisorial/clerical work where no "covered work" is performed
3. REVIEW PROTOCOLS FOR FILING PWC-100 FORMS WITHIN **30 DAYS** OF AWARD BUT NOT LATER THAN FIRST DAY WORK IS PERFORMED
- Who will file.
 - Cross Check and verification
 - Only on-line
4. IS THE AGENCY REQUIRING PREVAILING WAGE ON ALL MAINTENANCE WORK WHICH CONSTITUTES A "PUBLIC WORK"?
5. IS THE AGENCY CHECKING THE CONTRACTOR'S PUBLIC WORKS REGISTRATION PRIOR TO AWARD CONFIRMATION?
- If no registration, then may declare a bidder unresponsive; or give the bidder 24 hours to "cure" (register) the unregistered contractors (Cost is \$2400 - \$400 registration + \$2,000 penalty)
 - Is subcontractor registration being confirmed when they are added to the project?
6. REVIEW AGENCY'S PROTOCOL FOR PREVAILING WAGE ENFORCEMENT.
- Are certified payrolls collected?
 - What level of review and/or auditing occurs?
 - How are complaints or investigations handled (internally or handed over to the DIR)?
 - Are funds withheld pending conclusion of investigation?
 - Third party Labor Compliance Professional and Software roles
 - Develop, maintain and review contact lists with the Department of Industrial Relations
7. ARE NOTICES OF COMPLETION FILED?

Item 6a

Presentation Only

No Staff Report

**UC Monterey Bay Education Science and Technology
Center Status**

FORT ORD REUSE AUTHORITY BOARD REPORT

BUSINESS AGENDA

Subject: Transition Planning Workshop – 2d Vote

Meeting Date: November 17, 2017

Agenda Number: 6b

INFORMATION/ACTION

RECOMMENDATION:

Second Vote on the Transition Task Force (TTF) Recommendation.

Motion: On motion by Board member Edelen and second by Board member Gunter to approve the Transition Task Force recommendation to create a single entity successor/Joint Powers Authority, seek extension of Community Facilities District/powers to the successor and utilize implementation agreement/percentage assignment for jurisdictions fair and equitable contribution for the successor to complete FORA program.

BACKGROUND/DISCUSSION:

The October 26, 2017 Board report is provided as **Attachment A**.

Additional background/discussion may be added to respond to the Board/public questions and comments from the October 26, 2017 Board special meeting.

FISCAL IMPACT:

Reviewed by FORA Controller _____

Staff time/legal are within the approved annual budget. Earlier staff PowerPoint versions were presented to Finance Committee. As transition planning continues, staff anticipates presenting future transition plan budget items for Board consideration.

COORDINATION:

TTF, Executive Committee, Legislative Committee, Finance Committee, Legislative offices

Prepared by _____
D. Steven Endsley

Approved by _____
Michael A. Houlemard, Jr.

FORT ORD REUSE AUTHORITY BOARD REPORT

BUSINESS AGENDA

Subject:	Transition Planning Workshop	
Meeting Date:	October 26, 2017	INFORMATION/ACTION
Agenda Number:	5a	

RECOMMENDATION:

- i. Conduct a Transition Planning Workshop;
- ii. Receive Staff Briefing;
- iii. Review/Consider Transition Task Force Recommendation;
- iv. Provide Direction to Staff; and
- v. Schedule follow up discussion/meetings for this topic.

BACKGROUND/DISCUSSION:

The Fort Ord Reuse Authority Board, at its October 13, 2017 meeting, heard introductory remarks from staff regarding the background and framework for complying with CA Legislative direction to complete a Transition Plan and present such to the Local Area Formation Commission (LAFCO) by the end of 2018. At the close of the initial presentation, several Board members suggested moving toward a workshop to more fully explore the options for Transition Planning that could best inform a path forward. Consequently, at the direction of the Board, staff has scheduled a Transition Planning workshop to address issues, legal framework, and questions related to formulation of the legislatively mandated transition plan required by Government Code section 67700(b)(2). A final Transition Plan will assign assets and liabilities, designate responsible successor agencies, and provide a schedule of remaining obligations. The final plan requires a majority vote of the Board. LAFCO is required to ensure that all contracts, agreements and pledges to pay or repay money are honored and properly administered. The plan is required to be submitted to the LAFCO **on or before December 30, 2018**.

This reports supplements the staff report of October 13, 2017, which is available on the FORA website. First, staff recognizes that what was presented in the staff report of October 13, 2017 was not the Transition Plan and expects there will be more focused meetings on responsible successor agency structure and how assets, liabilities and obligations will be assigned and implemented.

With respect to a Transition Plan approach, the Transition Task Force recommended:

1. The responsible successor entity be a single entity Joint Powers Agency; and
2. Seek legislative extension of CFD and other powers to the successor entity; and
3. Utilize Implementation Agreement/Percentage assignment for a jurisdiction's fair and equitable contribution to successor to complete FORA program.

Although, it is implied in the Authority Act, there is a fundamental direction that the Base Reuse Plan and its attendant obligations be fully implemented and addressed. Accordingly, the Transition Task Force considered a set of fundamental goals for the Transition Plan which were previously presented to the Board.

The basic components to the Transition Plan are found in FORA's current Capital Improvement Program (Obligations and schedule for improvements), Public Retirement System (CalPERS) contract requirements and the Environmental Services Cooperative Agreement munition and

explosives cleanup, monitoring and reporting. This information has been presented to the Board, the Legislative Committee, and the Transition Task Force.

A list of transportation projects and a plan for assignment and completion is summarized and attached as **Exhibit A**. This list was presented and considered by your Transition Task Force. As identified by your Capital Improvement Program, the post 2020 projection for Transportation/Transit is estimated at **\$115.5M**. Some key considerations include funding (who and how and attendant policy implications), who would implement projects in the absence of FORA, and how roadway priorities might be addressed. FORA Board currently has a policy of completing on-site projects first – while sustaining the obligation to also fund off site projects. A major consideration is that FORA CFD fee elimination, which funds basewide facilities and mitigation measures, alters the funding structure and results in multiple contract and equity issues. For example, the Transportation Agency of Monterey County is required to follow the Mitigation Fee Act (Government Code section 66000 and following) which requires a **nexus** to development. The FORA CFD is a **special tax** which does not require nexus.

The Transition Task Force was presented with information that should FORA sunset in 2020, the contract with Marina Coast Water District terminates by its terms and Marina Coast will control both the infrastructure and water to supply Fort Ord developments. Currently, that contract requires that Marina Coast serve all of Fort Ord development, existing and proposed. However, in the absence of FORA and the Facilities Agreement, future projects on Fort Ord will be required to annex to the Marina Coast Water District in order to receive water service from them. Accordingly, FORA staff assumed, based upon existing contract terms that water service and wastewater rights will be assigned to Marina Coast Water District. Water augmentation and waste water service, The Capital Improvement Program identifies **\$17.8M** for water/water augmentation costs. If the CFD terminates, MCWD will need to add an assessment to its fee program to cover that CEQA requirement.

Regional habitat conservation is perhaps one of the largest components of the capital improvement program. A regional habitat conservation plan outlines and funds an ongoing plan for maintaining the regionally integrated habitat corridors and species preservation, restoring degraded habitat. In exchange, development, such as trails through habitat lands, and development and limited infrastructure are provided with a plan for how to mitigate impacts on habitat lands. The habitat conservation plan is projected to be broken down into two primary parts: one is habitat management, process and reporting, and the second is financing. It is currently projected that the management piece would be accomplished by a habitat cooperative (joint powers agency – JPA)). Currently FORA policy sets aside thirty percent (30%) of community facilities district fees to fund the habitat conservation. The Capital Improvement Program identifies **\$46.2M** post 2020 fee. In the absence of the FORA CFD, a replacement revenue stream must be identified to meet the projected habitat conservation program financial requirements – including staffing/operations cost to support the habitat JPA.

The munitions and explosive clean up obligations are projected to be in the neighborhood of **\$8-10M**. FORA staff has been seeking an amendment to the Army's grant to address this shortfall. Post-FORA it is anticipated that there will be ongoing requirements for construction support, land use control monitoring/reporting, and discovered ordnance procedures/action. It is anticipated (but not approved) that this obligation will be fully funded by the Army.

While the above, encapsulate the majority of FORA's obligations, there are additional liabilities which have been identified primarily as administrative obligations. The largest of those is the Cal PERS obligation for terminated agency unfunded liability. FORA Board, Finance Committee and staff have been keeping a close eye on that obligation as it is routinely adjusted based upon

actuarial evaluations by CalPERS. The CalPERS hypothetical termination liability is between **\$6.9M and \$8.8M**. For fiscal year 2017, the Finance Committee and the FORA Board have set aside approximately **\$7.3M** to address this projected liability. The more that this liability is funded, the financial risk associated with an assignment of this non-real property liability is reduced. The policy issue for the Board to address is: should all voting members be required to bear some responsibility for any portion of outstanding obligations/liabilities or should the entire amount be borne by only the underlying land holding jurisdictions?

Funding is key to assuring that the Capital Improvement Program is implemented. In the absence of FORA's Community Facilities District tax, the underlying land use jurisdictions will be required to create a **replacement funding** stream to address these issues. A basic understanding of how FORA's Capital Improvement Program is funded may assist the Board Staff has created a separate briefing memo addressing funding attached as **Exhibit B**. It is FORA staff's recommendation that at a minimum the Board consider directing staff to bring back language revisions to the Mello Roos statute to address building removal funding and assignment of FORA's CFD, thus preserving and promoting flexibility for assignment or creation of any new CFD's.

FORA has received multiple questions about the transition planning process. FORA staff appreciates the early nature of those questions and the opportunity to address them. Responses have been previously provided for some of these questions and additional responses will be provided at or before the meeting.

There are other policy issues which must be addressed in order to implement the above outlined obligations and liabilities.

- Should one entity be the successor agency or multiple agencies?
- Should all the jurisdictions create a JPA or just the ones that wish to create one?
- How is that addressed in the Transition Plan?
- What if one jurisdiction wishes to implement growth control and not build to full potential?
- How is this addressed? What are the considerations or issues associated with each?
- In the absence of assignment of FORA's CFD, how will revenues be generated and who will generate those?
- What are some of the pros and cons associated with a replacement funding structure?
- If there is no single entity successor, how will the projects in the Capital Improvement Program be prioritized and implemented?
- What is the forum for that and who controls priority?

These are complicated issues, legally, fiscally and politically. Some peoples' pros are another's cons. However, the Legislature charged FORA with fully transitioning the base to civilian use. FORA job is roughly forty percent (40%) complete, pursuant to the Annual Report and other reports. Staff does not expect the Board to come to resolution on all aspects of the Final Transition Plan, however, staff does require policy direction to refine documents to compile a comprehensive draft Transition Plan for the Board's consideration.

FISCAL IMPACT:

Reviewed by FORA Controller _____

Staff time/legal are within the approved annual budget. Earlier staff PowerPoint versions were presented to Finance Committee. As transition planning continues, staff anticipates presenting future transition plan budget items for Board consideration.

COORDINATION:

On October 4, 2017, the Administrative Committee reviewed the TTF recommendation as part of their review of the October 13, 2017 draft FORA Board Packet.

On September 28, 2017, the Legislative Committee considered the TTF recommendation and made no recommendation to change the Legislative Agenda until the Board's consideration of the TTF recommendation at the October 13, 2017 Board meeting.

On October 4, 2017, the Executive Committee considered the TTF recommendation and recommended the two October meetings format for discussion of this item, and stressed ample time for public participation and comment.

TTF, Administrative Committee, Executive Committee, Legislative Committee, Finance Committee, Legislative offices

Prepared by D. Steven Endsley Approved by Michael A. Houlemard, Jr.
Steve Endsley Michael A. Houlemard, Jr.

FORT ORD REUSE AUTHORITY BOARD REPORT

BUSINESS ITEMS

Subject:	On-Call Engineering and Design Services – 2 nd Vote	
Meeting Date:	November 17, 2017	INFORMATION/ACTION
Agenda Number:	6c	

RECOMMENDATION(S):

- i. Take a 2nd Vote to approve Master Services Engineering and Design Services Contract with Whitson Engineers (W) not-to-exceed \$1,500,000 (**Attachment A**)
- ii. Take a 2nd Vote to approve Service Work Orders (SWOs): W1 Document Review for \$27,500; W2 South Boundary Road Design and Engineering Services for \$554,300; W3 Gigling Road Design and Engineering Services for \$692,500; and W4 Engineering and Design Services related to Utilities, Munitions and Explosives of Concern, and Public Outreach support on South Boundary & Gigling Roads for \$225,700 (**Attachment B**)

BACKGROUND:

At its October 13, 2017 meeting, the FORA Board voted on a motion to approve the Master Services Engineering and Design Services contract with Whitson Engineers and SWOs W1, W2, W3, and W4. The vote on the motion was not unanimous. According to FORA's rules, the motion must return for a second vote. The motion incorporated modified language to the draft Master Services Engineering and Design Services contract, SWO-1, and SWO-2 as follows:

- On page one of the draft Master Services Engineering and Design Service contract, Section 2 "Term" was changed to: "Consultant shall commence work under this Agreement effective on _____ for three years or the transition of FORA, ~~whichever comes first~~ whichever is later..."

This change was made since the contract term may need to go beyond the FORA sunset date and may need to be assigned to the appropriate successor agency or agencies.

- On page one of SWO-W1, the second to last sentence of the last paragraph under Task 3 was changed to: "Coordination of all design concepts with FORA, the City of Del Rey Oaks, the City of Seaside, the City of Monterey, Traffic Agency of Monterey County (TAMC), Sports Car Racing Association of the Monterey Peninsula (SCRAMP), Monterey County Parks Department, California Native Plants Society (CNPS), Marina Coast Water District (MCWD), Seaside County Sanitation District (SCSD), and Monterey Regional Water Pollution Control Agency (MRWPCA).

This modification was made to be more consistent with the Environmental Assessment/Initial Study/ Mitigated Negative Declaration project description for South Boundary Road.

- On page one of SWO-W2, the last sentence of the first paragraph was changed to: “FORA will engage in the design and implementation of SBR, a two-lane divided urban arterial to join previously constructed FORA roadway improvements at General Jim Moore Blvd. near Hwy 218 in the City of Del Rey Oaks, and extend approximately 200 feet past Rancho Saucito Rd. in the City of Monterey.”

This modification was made to be more consistent with the Environmental Assessment/ Initial Study Mitigated Negative Declaration project description for South Boundary Road.

In 2000, the Board approved a Master Services Contract with Creegan+D’Angelo (C+D).

In 2007, the Board approved SWOs 8 and 9 for the design and environmental evaluation of South Boundary and Gigling Roads, which are included as on-site FORA lead agency transportation projects in the Fort Ord Reuse Authority (FORA) Capital Improvement Program (CIP). C+D and its consultants performed this work through 2010, resulting in 60% conceptual plans, preliminary geotechnical and traffic studies, and preliminary estimates of cost. As a sub-contractor to C+D, PMC (now Michael Baker International) completed an Environmental Assessment/Initial Study (EA/IS) evaluation of the environmental impacts of South Boundary and Gigling Road Improvements (the National Environmental Policy Act/ California Environmental Quality Act [NEPA/CEQA] compliance document). The consultants also prepared a Mitigation Monitoring and Reporting Plan.

In May 2010, FORA issued a Public Notice of Intent to adopt a Mitigated Negative Declaration (MND), and a Finding of No Significant Impact (FONSI).

In August 2010, the FORA Board completed the NEPA/ CEQA process by approving CEQA findings for the MND, adopting the MND, approving the Mitigation Monitoring and Reporting Program, and approving the Project Findings (**Attachment C**), authorizing the South Boundary and Gigling Road Improvements to move forward as projects.

Since that approval, FORA had to wait for sufficient Community Facilities District Special Tax funds to implement these approved road improvement projects. FORA now has funding to move forward. However, the Master Services Contract with C+D will expire in November 2017. Therefore, staff recommends replacing the Master Services Contract.

At its July 14, 2017 meeting, the FORA Board authorized the solicitation for statements of qualifications from the professional engineering community for roadway design and construction management services to continue implementation of the FORA CIP with a focus on the transportation element.

The solicitation process, now complete, resulted in submittals by multiple consulting teams. FORA staff reviewed and ranked the submittals. The most qualified team was

selected by a panel comprised of staff representatives from Del Rey Oaks, Seaside, Monterey, and FORA. The panel selected Whitson Engineers as lead consultant for a team also including Denise Duffy and Associates, Harris and Associates, Earth Systems Pacific, and BFS Landscape Architects on August 31, 2017.

Staff negotiated four Service Work Orders (**Attachment B**) with Whitson Engineers:

SWO-W1:	Background and document review resulting in a refined Work Scope & Plan.	\$27,500
SWO-W2:	South Boundary Road	\$554,300
SWO-W3:	Gigling Road	\$692,500
SWO-W4:	Utility, Munitions and Explosives of Concern (MEC), and Public Outreach Planning Contingency	\$225,700
Total Contract Amount, Not to Exceed		\$1,500,000

DISCUSSION:

Service Work Orders:

SWO-W1 must be completed prior to FORA authorization to work on the SWO's that follow. The intent is to review C+D's prior work and create detailed workplans needed to move forward on South Boundary and Gigling Roads.

SWO-W2: South Boundary Road is the FORA Board's second CIP transportation priority in support of the Del Rey Oaks Flagship Project and extends from General Jim Moore Boulevard east 200 feet past Rancho Saucito Road. The Board's August 2010 action certified the CEQA Findings for South Boundary Road. The budget for roadway design was approved in the 2017-2018 CIP. The Board's next action for consideration would be to authorize FORA staff to solicit construction bids followed by consideration of a Public Works Contract. SWO-W2 identifies the completion of plans and construction specifications for the bid documents necessary to prepare for the next Board action (Tasks 1-5), and identifies additional tasks following Board approval to solicit (Tasks 6) and approval to contract (Task 7). Upon completion of SWO-W1, the service work order will be updated to reflect the specific workplan activities to be completed.

SWO-W3: Gigling Road is the FORA Board's third transportation priority in support of Seaside's Flagship Project of Campus Town (Seaside Surplus II) and extends from General Jim Moore Boulevard east to Seventh Avenue. The Board's August 2010 action certified the CEQA Findings for Gigling Road Improvements. The budget for roadway design was approved in the 2017-2018 CIP. The Board's next action for consideration would be to authorize FORA staff to solicit construction bids followed by consideration of a Public Works Contract. SWO-W3 identifies the general tasks necessary to prepare for the next Board action (Tasks 1-5), and identifies additional tasks following Board approval to solicit (Tasks 6) and approval to contract (Task 7). Upon completion of SWO-W1, the

service work order will be updated to reflect the specific workplan activities to be completed.

SWO-W4: Staff recommends approval of SWO-W4 for unknown utility and MEC planning, and public engagement activities by adding a contingency in the total contract amount. This contingency would allow FORA staff the ability to manage unexpected costs that may arise during the course of the contract. Examples of potential costs include: increased PG&E coordination and utility planning on Gigling Road, unanticipated environmental mitigation planning with California Department of Fish and Wildlife or the Department of Defense, additional MEC planning on South Boundary Road, additional public outreach, and other potential costs.

FISCAL IMPACT:

Reviewed by FORA Controller _____

Staff time for this item is included in the approved annual budget. The contract SWO amounts are included in FY 2017-2018 CIP.

COORDINATION:

Authority Counsel, Del Rey Oaks, Monterey, Seaside, Administrative Committee

Prepared by _____ Reviewed by _____
Peter Said Jonathan Brinkman

Approved by _____
Michael A. Houlemard, Jr.

Attachment A to Item 6c
FORA Board Meeting 11/17/17

FORT ORD REUSE AUTHORITY

Agreement No. FC-_____

This Agreement for Professional Services (hereinafter referred to as "Agreement") is by and between the Fort Ord Reuse Authority, a public corporation of the State of California (hereinafter referred to as "FORA") and Whitson Engineers a California corporation (hereinafter referred to as "Consultant").

The parties agree as follows:

1. **SCOPE.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide FORA with the services described in the scope of work attached as Exhibit "A" to this Agreement (the "Services"). The Services will be rendered at the direction of the Executive Officer of FORA as authorized by the FORA Board of Directors.
2. **TERM.** Consultant shall commence work under this Agreement effective on _____ for three years or until the transition of FORA, whichever is later, and will diligently perform the Services under this Agreement until the work as described in Exhibit "A" is complete.
3. **PAYMENT TERMS.** FORA shall pay Consultant for the Services at the times and in the manner set forth in Exhibit "B", Exhibit "C", and Exhibit "D" to this Agreement.
4. **FACILITIES AND EQUIPMENT.** Consultant is not required to use FORA's facilities or equipment for performing the Services. Consultant shall arrange to be physically present at FORA's facilities to provide the Services at least during those days and hours that are reasonably requested by FORA.
5. **GENERAL PROVISIONS.** The general provisions set forth in Exhibit "B" are incorporated into this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the other term or condition shall control only insofar as it is inconsistent with the General Provisions.
6. **EXHIBITS.** All exhibits referred to herein are attached hereto and are by this reference incorporated herein.
7. **COMPENSATION AND OUT OF POCKET EXPENSES.** The overall maximum amount of compensation to Consultant for **this Services Agreement is not-to-exceed \$1,500,000** including out of pocket expenses. FORA shall, from time to time, prepare service work orders it deems necessary to continue implementation of the Base Reuse Plan (BRP) Capital Improvement Program (CIP), in which specific work scopes and levels of effort shall be negotiated and detailed between FORA and CONSULTANT. FORA will issue SERVICE WORK ORDERS "EXHIBIT D" containing the requisite scopes of services as detailed in the service work orders, which, upon endorsement by both parties, will be made part of this AGREEMENT.

IN WITNESS WHEREOF, FORA and Consultant execute this Agreement as follows:

Fort Ord Reuse Authority
920 2nd Avenue, Suite A
Marina, CA 93933
831-883-3672

Whitson Engineers
6 Harris Court
Monterey, CA 93940
(831) 649-5225

By _____
Michael A. Houlemard, Jr.
Executive Officer

By _____

Date: _____

Date: _____

Approved as to form:

Jon R. Giffen, Authority Counsel

EXHIBIT A

SCOPE OF WORK

1.0 Definition & Scope

This SCOPE is for providing professional planning, design and engineering services required for the design, environmental assessments, preparation of plans, specifications and estimates (“PS&E”) and preparation of probable costs, and related activities with respect to FORA’s obligations under the Base Reuse Plan (“BRP”) Capital Improvement Program (CIP).

2.0 Consulting Team and Project Personnel

2.1 The CONSULTANT shall develop an organizational chart of the proposed consulting team that demonstrates reporting and tasking relationships of the team members. The organizational chart will be part of each work order developed, and made part hereof.

2.2 The CONSULTANT’s Project Director (Project Manager) is required to be FORA’s primary point of contact, with all communications relevant to the services and the projects flowing to and from FORA from this team leader position.

2.3 The project team members proposed for the work are expected to remain team members throughout the duration of the work order/project. Should circumstances beyond the CONSULTANT’s control require replacement of team members, FORA retains approval authority for any team member replacements.

2.4 All of the services will be performed by the CONSULTANT and, except as expressly set forth herein, none of the work or services covered by the AGREEMENT will be subcontracted without the prior written approval of FORA. The CONSULTANT represents that he has, or will secure at his own expense, all personnel required to carry out and perform the work associated with this AGREEMENT. Such personnel will not be employees of, or have any relationship with, any of the members of FORA. Such personnel will be fully qualified and will be authorized under state and local law to perform such services.

3.0 Work Order/Project Milestones and Schedule

3.1 The CONSULTANT shall submit a detailed schedule of activities and requisite work tasks for each work order for review and approval by FORA. Upon approval, the schedule/tasks shall be incorporated into the work order, and made part of this AGREEMENT.

4.0 Fee Basis and Compensation for Services

4.1 Compensation for services will be based upon **Exhibit ‘C’** a negotiated maximum-amount-not-to-exceed-fee, agreed between FORA and CONSULTANT, itemized in accordance with the level of effort breakdown set forth in the work orders negotiated and developed by FORA and CONSULTANT for program and project elements required under the CIP and related activities.

5.0 CONSULTANT’s Scope of Services

5.1 CONSULTANT’s services shall consist of those services performed by the CONSULTANT, CONSULTANT’s employees and sub-consultants enumerated in work orders and subsequent AGREEMENT amendments developed under this AGREEMENT.

- 5.2 CONSULTANT will be available for the full duration of the work order programs defined in the AGREEMENT amendments to provide services as described therein.
- 5.3 CONSULTANT's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the specified work.
- 5.4 CONSULTANT shall render professional services in accordance with the Organizational Charts, maximum-amount-not-to-exceed-fee basis, Program Schedule and CONSULTANT's detailed Scope of Services as endorsed in the AGREEMENT, Work Orders, and/or amendments.
- 5.5 CONSULTANT shall render professional services such as, but not limited to, for independent estimates, bid documents, federal contract support, and document review, pre-construction planning assistance, and change control analysis, construction management and request for information.

6.0 Monthly Progress Reports

- 6.1 A brief written progress report will be prepared at the end of each month by the CONSULTANT's Project Director outlining work performed by the consulting team during that month and the work to be performed during the next month. Such progress reporting is considered to be an integral part of the progress billing requests from the CONSULTANT to FORA. Payment requests not accompanied by a progress report may be delayed until reporting is complete.
- 6.2 The CONSULTANT shall submit monthly invoices with progress reports to FORA for costs incurred on the project during the billing period. FORA shall review each billing and, upon his determination such billing reasonably reflects actual work completed to date, he shall authorize payment thereto. Payment shall then be made through FORA's normal disbursement procedure within thirty (30) days following receipt of invoice.
- 6.3 The CONSULTANT shall provide to FORA a brief written progress report of the work already accomplished with the submittal of each progress payment invoice to FORA by CONSULTANT. The purpose of these written progress reports will be in part, to determine if the project is proceeding within the intended terms specified in the AGREEMENT. If it is determined that during the course of the project, events have caused deviation from the terms of the AGREEMENT, the CONSULTANT and FORA will agree on a procedure to allow completion of the project within the terms of the AGREEMENT or will agree to negotiate modifications to the AGREEMENT to provide for completion of the project. The written progress report shall provide sufficient detail to assure FORA that progress payment requests are appropriate to progress of the work.

7.0 Additional Services

- 7.1 As requested by FORA, the CONSULTANT shall perform, furnish, or obtain from others Additional Services and shall be compensated therefore as provided in this AGREEMENT.
- 7.2 Additional Services shall be performed only after execution of a written amendment, supplement or change order to this AGREEMENT and/or its accompanying work orders, authorizing and defining such services. Additional Services may include but are not limited to the following type of services:
 - Making revisions in drawings, specifications or other documents when such revisions are necessary to address inconsistency in approvals and instructions previously provided in writing by FORA. Should the revisions performed by the CONSULTANT not be in accordance with approvals and instructions provided in writing by FORA, then the additional revisions required will not be considered as Additional Services.

- Making revisions in drawings, specifications or other documents when required by the enactment or revision of codes, laws, ordinances, or regulations subsequent to the preparation of documents for the draft PS&E phase.
- Preparing drawings, specifications, and other documentation and supporting data to reflect changes in the project's scope, extent, character or requirements.
- Providing services required because of significant changes in the project including, but not limited to, size, quality, complexity, FORA's schedule, FORA's program, or other causes beyond the CONSULTANT's control.
- Providing services for preparing for and serving as a witness in connection with mediation, arbitration, or legal proceeding, except where the CONSULTANT is party thereto.
- Providing analyses of owning and operating costs.
- Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.
- Providing services of consultants for other than those specified in this AGREEMENT and/or its accompanying work orders.

8.0 Compensation for Services and Method of Payment

- 8.1** FORA shall pay the CONSULTANT a maximum-amount-not-to-exceed-fee for the comprehensive services as shall be described and scheduled in work orders and their accompanying AGREEMENT amendments that shall be made part of this AGREEMENT. Monthly invoices shall be submitted based on fees quoted for work completed and the CONSULTANT's schedule for hourly rates and other services, as shall be defined in the approved AGREEMENT amendments.
- 8.2 Reimbursables.** The cost of reproduction shall be reimbursable at cost plus 10 percent (1.10 times cost). Reimbursement for reproduction shall be defined in each work order and associated AGREEMENT amendment. No other direct expenses will be reimbursed by FORA.
- 8.3 Travel.** To the extent the CONSULTANT is required to travel on Company business, the CONSULTANT shall be entitled to reimbursement for half of all actual and reasonable travel expenses, including but not limited to car mileage costs at the then-current rate published by the Internal Revenue Service, meals, standard business class hotel accommodations, and automobile rental costs properly incurred and approved in connection with the performance of the CONSULTANTS's services pursuant to this Agreement. The CONSULTANT shall submit expenses for review and approval to FORA. Any type of travel expense to be incurred by the CONSULTANT, but not explicitly described in this Subsection 8.3 must be approved in advance in writing by FORA prior to billing invoicing FORA.
- 8.4 Renegotiation.** On the conditions that FORA, through FORA's modification of the CONSULTANT's work schedule, or through delays in the progress of the work, which are beyond the control of the CONSULTANT, causes the Time of Performance schedule to be exceeded, the CONSULTANT may request renegotiation of fees for work performed in times exceeding the schedule. CONSULTANT's request shall be in writing to FORA.

8.5 Time of Performance. The services of the CONSULTANT will begin upon issuance of the first work order and its associated AGREEMENT amendment. The first work order, and all subsequent work orders, shall be specific to Time of Performance of services.

8.6 Duration of AGREEMENT. This AGREEMENT shall remain valid for a period of five (5) years from the day and year first written above, unless terminated by FORA in accordance with the provisions contained in Article 12 herein. FORA, at its sole discretion, may extend the duration of this AGREEMENT by written AGREEMENT amendment.

9.0 CONSULTANT's Responsibilities

9.1 CONSULTANT shall use its professional efforts and agrees that its services shall be performed with due diligence in accordance with generally accepted professional practices, but makes no other warranty either expressed or implied.

9.1.1 CONSULTANT understands that FORA may retain the services of other professional consultants to accomplish the requirements of its programs and projects.

9.1.2 CONSULTANT shall maintain any and all ledgers, books of account, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to FORA for a minimum period of three years, or for any longer period required by law, from the date of final payment to CONSULTANT termination of AGREEMENT or completion of AGREEMENT, pursuant to this AGREEMENT.

9.1.3 Any records or documents required to be maintained pursuant to this AGREEMENT shall be made available for inspection or audit, at any time during regular business hours, upon written request by FORA's General Counsel, and no cost to FORA. Copies of such documents shall be provided for inspection. The records shall be available at CONSULTANT's address indicated for receipt of notices in this AGREEMENT.

9.1.4 Where FORA has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of CONSULTANT's business, FORA may, by written request of the above-named officer, require that custody of the records be given to FORA, at no cost to FORA, and that the records and documents be maintained by FORA. Access to such records and documents shall be granted to any party authorized by CONSULTANT, CONSULTANT's representatives, or CONSULTANT's successor-in-interests.

10.0 FORA's Responsibilities

10.1 FORA shall provide all reasonably available information including reports, preliminary plans, maps, surveys, and other related information regarding requirements for its programs and projects.

10.2 FORA shall designate a representative who shall have authority within limits of existing FORA policy and the requirements of the law to render decisions promptly and furnish information expeditiously.

EXHIBIT B
GENERAL PROVISIONS

1. **INDEPENDENT CONSULTANT.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of FORA. FORA shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement.
2. **TIME.** Consultant shall devote such services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of Consultant's obligations pursuant to this Agreement.
3. **INSURANCE.**
 - a. As an additional obligation under this Agreement and as a condition precedent to Consultant's enforcement of this Agreement, Consultant shall obtain from its [Insurer] an endorsement to the [Insurance Policy] adding FORA as an additional insured under the [Insurance Policy], so that FORA is covered to the same scope and extent as Consultant. As a further condition precedent, Consultant shall furnish a copy of the endorsement to FORA prior to the inception of this Agreement.
 - 1) **COMPREHENSIVE OR COMMERCIAL FORM GENERAL LIABILITY INSURANCE:** On an occurrence basis, covering work done or to be done by or on behalf of Consultant and providing insurance for bodily injury, personal injury, property damage, and contractual liability. The aggregate limit shall apply separately to the work. Limits of Liability:
 - Products \$1 million
 - Personal and ADV Injury \$1 million
 - Each Occurrence \$1 million
 - Property Damage per Occurrence \$100,000
 - Property Damage Aggregate \$1 million
 - Medical Expenses \$ 5,000
 - 2) **WORKER'S COMPENSATION INSURANCE.** Consultant is obligated under this Agreement and as a condition precedent to Consultant's enforcement of this Agreement, Consultant shall carry Workman's Compensation Insurance; including Employers Liability limits of \$1,000,000.00 and other limits as required under California law. As a further condition precedent, Consultant shall furnish a Declaration of coverage to FORA prior to the inception of this Agreement.
 - 3) **MOTOR VEHICLE INSURANCE.** Consultant shall maintain insurance covering all motor vehicles (including owned and non-owned) used in providing services under this Agreement, with a combined single limit of not less than \$100,000/\$300,000.
 - 4) **ERRORS AND OMISSIONS INSURANCE:** On an occurrence basis is preferred, covering work done or to be done by or on behalf of Consultant and providing insurance for errors and omissions in the amount of \$1,000,000.00 each occurrence. At a minimum, Consultant shall obtain and maintain errors and omissions insurance on a claims-made basis for no less than \$1,000,000.00 each claim and \$2,000,000.00 annual aggregate, and certification of coverage shall be submitted to FORA upon signing of this Agreement. If the total contract amount exceeds \$1,000,000, Consultant shall renew and keep such insurance in effect for at least five (5) years after the recordation of the notice of completion.
 - b. Consultant shall submit to FORA certificates of insurance and original endorsements to the policies of insurance required by the Agreement as evidence of the insurance coverage. The scope of coverage and deductible shall be shown on the certificate of insurance. The certificates of insurance and endorsements shall provide for no cancellation of coverage without thirty (30) days written notice to FORA. Renewal certifications and endorsements shall be timely filed by Consultant for all coverage until the work is accepted as complete. FORA reserve the right to

require Consultant to furnish FORA complete, certified copies of all required insurance policies. Consultant shall notify FORA in writing of any material change in insurance coverage.

4. CONSULTANT NO AGENT. Except as FORA may specify in writing, Consultant shall have no authority, express or implied to act on behalf of FORA in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement, to bind FORA to any obligation whatsoever.

5. ASSIGNMENT PROHIBITED. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

6. PERSONNEL. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that FORA, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Consultant, Consultant shall remove any such person immediately upon receiving notice from FORA of the desire for FORA for the removal of such person or person.

7. STANDARD OF PERFORMANCE. Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices Consultant's profession. All products and services of whatsoever nature, which Consultant delivers to FORA pursuant to this Agreement, shall be prepared in a thorough and professional manner, conforming to standards of quality normally observed by a person practicing in Consultant's profession. FORA shall be the sole judge as to whether the product or services of the Consultant are satisfactory but shall not unreasonably withhold its approval.

8. CANCELLATION OF AGREEMENT. Either party may cancel this Agreement at any time for its convenience, upon written notification. Consultant shall be entitled to receive full payment for services performed and costs incurred to the date of receipt entitled to no further compensation for work performed after the date of receipt of written notice to cease work.

9. PRODUCTS OF CONTRACTING. All work products of the Consultant, once accepted, shall be the property of FORA, and shall not be used by Consultant unless authorized in writing by FORA, however Consultant shall have an irrevocable, perpetual license and right to the ideas, designs, and details contained therein,. All final documents, maps, plans and other materials prepared pursuant to this AGREEMENT, although they are the CONSULTANT's instrument of professional service, shall be considered, by this contract, the exclusive property of FORA, and originals of all such materials shall be presented to FORA within ten (10) days after its request at no cost to FORA. CONSULTANT may retain copies of such materials. CONSULTANT shall not be held liable for reuse of any materials for purposes other than originally intended.

10. INDEMNIFY AND HOLD HARMLESS. Consultant shall indemnify, defend, and hold harmless FORA, its officers, agents, employees and volunteers from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by the Consultant or any person directly or indirectly employed by or acting as agent for Consultant in the performance of this Agreement, including the concurrent or successive passive negligence of FORA, its officers, agents, employees or volunteers.

It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies have been determined to be applicable to any of such damages or claims for damages.

FORA shall indemnify, defend, and hold harmless Consultant, its employees and sub-consultants, from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by FORA or any person directly or indirectly employed by or acting as agent for FORA in the performance of this Agreement, including the concurrent or successive passive negligence of Consultant, its officers, agents, employees or volunteers.

11. PROHIBITED INTERESTS. No employee of FORA shall have any direct financial interest in this Agreement. This Agreement shall be voidable at the option of FORA if this provision is violated.

12. CONSULTANT-NOT PUBLIC OFFICIAL. Consultant possesses no authority with respect to any FORA decision beyond the rendition of information, advice, recommendation or counsel.

13. PAYMENT TERMS. Consultant shall invoice FORA for Services in accordance with Consultant's standard invoicing practices. Consultant to invoice FORA for deliverables per Exhibit "C". FORA will retain 10% of the total contract or work order amount until FORA has provided written acceptance of the contract work. Invoices are due and payable within 60 days after approval thereof by FORA.

If FORA reasonably objects to any portion of an invoice, FORA shall provide written notification to Consultant of FORA's objection and the basis for such objection within thirty (30) days of the date of receipt of the invoice, and the parties immediately shall make every effort to settle the disputed portion of the invoice. The undisputed portion shall be paid within the time period specified above. If payment of undisputed invoices by FORA is not maintained on a current basis, Consultant may, after giving seven (7) days written notice to FORA, suspend further performance until such payment is restored to a current basis.

In the event of litigation or other proceeding to enforce performance of this Agreement or any payment obligation under this Agreement, the prevailing party shall be entitled to recover from the other party attorneys' fees and costs as may be reasonably incurred by reason of the litigation.

14. GOVERNING LAW. The laws of the State in which the Services are provided shall govern this Agreement and the legal relations of the parties.

15. COMPLIANCE WITH LAW. Consultant and FORA will use reasonable care to comply with applicable laws in effect at the time the Services are performed hereunder, which to the best of their knowledge, information and belief; apply to their respective obligations under this Agreement.

a. LABOR CODE

To the extent the Work under this Contract is a public works project (see definition of public works, Labor Code section 1720 et seq.), it must be performed in accordance with the requirements of Labor Code sections 1720 to 1815 and Title 8 California Code of Regulations sections 16000 to 17270, which govern the payment of prevailing wage rates on public works projects. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR). Contractor and all subcontractors must comply with all applicable laws and regulations, and perform all obligations required by the DIR pursuant to such authority.

The prevailing wage rates set forth are the minimum that must be paid by the Contractor on a public works contract. Nothing herein contained shall be construed as preventing the Contractor from paying more than the minimum rates set forth. If a worker employed by a subcontractor on a public works project is not paid the general prevailing per diem wages by the subcontractor, the Contractor is liable for any penalties under section 1775(a), if the Contractor fails to comply with the requirements of section 1775(b). Contractor shall periodically review and monitor all subcontractors' certified payroll records. If Contractor learns that any subcontractor has failed to comply with the prevailing wage requirements herein, Contractor shall take corrective action.

Contractor represents and warrants that the Contract Amount includes sufficient funds to allow Contractor and all subcontractors to comply with all applicable laws and contractual agreements. Contractor shall defend, indemnify and hold the Fort Ord Reuse Authority (FORA), its officers, employees and agents harmless from and against any and all claims, demands, losses, liabilities, and damages arising out of or relating to the failure of Contractor or any subcontractor to comply with any applicable law in this regard, including, but not limited to, Labor Code section 2810. Contractor agrees to pay any and all assessments, including wages, penalties and liquidated damages (those liquidated damages pursuant to Labor Code section 1742.1) made against FORA in relation to such failure

If applicable, the respondent must demonstrate compliance with the following FORA Prevailing Wage Requirement per FORA Master Resolution §1.01.050 and §3.03.090, as determined by the Director of the Department of Industrial Relations under Division 2, Part 7, Chapter 1 of the California Labor Code to workers performing “First Generation Construction.”

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

16. SUBJECT TO AUDIT. If the Agreement exceeds \$10,000, the contracting parties shall be subject to the examination and audit of the State Auditor of the State of California for a period of three years after final payment under the Agreement. This examination and audit shall be confined to those matters connected with the performance of this contract, including, but not limited to, the cost of administering this Agreement (Government Code Section 8546.7).

17. DRUG FREE WORKPLACE. Consultant hereby certifies compliance with Government Code Sections 8355, 8356, and 8357 in matters relating to providing a drug-free workplace. In accordance with Government Code Section 8355, Consultant shall:

- A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations;
- B. Establish a Drug-Free Awareness Program to inform employees about all of the following:
 - 1) The dangers of drug abuse in the workplace,
 - 2) Consultant’s policy of maintaining a drug-free workplace,
 - 3) Any available counseling, rehabilitation, and employee assistance programs,
 - 4) Penalties that may be imposed upon employees for drug abuse violations;
- C. Require that each employee engaged in the performance of the Agreement be given a copy of the statement required by subpart A, and require that each employee, as a condition of employment on the Agreement, agree to abide by the terms of the statement.

18. DISABLED VETERANS. Responsive to direction from the State Legislature (Public Contract Code Section 10115 et seq.), FORA is seeking to increase the statewide participation of disabled veteran business enterprises in contract awards. To this end, Consultant shall inform FORA of any contractual arrangements with consultants or suppliers that are certified disabled veteran business enterprises.

19. PUBLIC BENEFITS QUALIFICATION. If Consultant is a natural person, Consultant certifies by signing this Agreement that s/he is a citizen or national of the United States or otherwise qualified to receive public benefits under the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193; 110 STAT. 2105, 2268-69), State of California Governor's Executive Order W-135-96.

20. SHARHOLDER PROTECTION ACT. If Consultant is a corporation, Consultant certifies and declares by signing this Agreement that it is eligible to contract with the State of California pursuant to the California Taxpayer and Shareholder Protection Act of 2003 (Public Contract Code Section 10286 et seq.).

21. WORK ORDER. A Work Order will define each individual work engagement performed under this Agreement. Each Work Order shall be signed by both parties and will describe the services to be performed, the schedule for the performance of the services (the "Period of Performance"), any identifiable work product to be delivered by the Consultant ("Deliverables"), the travel fees and reimbursable expenses, if any, the fixed price or hourly rate for the services ("Fees"), and any other terms that apply to that specific Work Order ("Special Terms"). Each Work Order, together with the terms of this Agreement, constitutes a separate contract that will be effective upon execution of the Work Order by the consultant. Each Work Order shall be governed by the terms of this Agreement. Except for the Special Terms in the Work Order, this Agreement will take precedence in the event of a conflict between the terms of this Agreement and the Work Order.

22. DISPUTES. Disputes arising under this agreement shall be submitted to one non-binding mediation session upon demand of either party after a reasonable attempt to resolve any dispute. The parties shall select a mediator by mutual agreement. Failing agreement on the selection of a mediator, the mediations shall be conducted under the Judicial, Arbitration and Mediation Services ("JAMS") Rules and Procedures, but not necessarily under the auspices of JAMS. Unless the parties mutually agree otherwise, the cost of said mediation shall be divided evenly between the parties.

If the dispute is not resolved in mediation, the dispute shall be submitted for binding arbitration by a single arbitrator to the Judicial Arbitration and Mediation Services ("JAMS") in San Jose, California, with the hearing to be held in Monterey, California or at such other location(s) mutually agreed upon by the Parties. The mediator may not serve as the arbitrator. The parties shall advance the costs of the arbitration, including all arbitration fees, and costs for the use of facilities during the hearings, equally to the arbitration. All such fees and costs together with attorneys' fees and costs, including expert witness costs of the Parties and attorneys' fees and costs incurred in enforcing any judgment, shall be awarded to the prevailing Party (or most prevailing Party, as decided by the arbitrator). The provisions of Sections 1282.6, 1283, and 1283.05 of the California Code of Civil Procedure shall apply to the arbitration. The arbitrator shall issue a final decision within thirty (30) days of the conclusion of testimony unless otherwise agreed to by the Parties.

23. MISCELLANEOUS.

a. Any deductible under any policy of insurance required by this Agreement shall be Consultant's liability. Acceptance of certificates of insurance by FORA shall not limit Consultant's liability under this Agreement. In the event Consultant does not comply with these insurance requirements, FORA may, at its option, provide insurance coverage to protect FORA. Consultant shall pay the cost of the insurance and, if prompt payment is not received by the insurance carrier from Consultant, FORA may pay for the insurance from sums otherwise due Consultant.

- b. If FORA is damaged by the failure of Consultant to provide or maintain the required insurance, Consultant shall pay FORA for all such damages.
- c. Consultant's obligations to obtain and maintain all required insurance are non-delegable duties under this Agreement.

EXHIBIT C
FEE SCHEDULE 2017-2020

DRAFT

AGREEMENT NO. FC-_____ – “EXHIBIT D”

**PROGRAM ORIENTATION, SCOPING, AND WORK PLAN –
SERVICE WORK ORDER NUMBER W1 (SWO-W1)**

Under the terms of the Fort Ord Base Reuse Plan (BRP) and Fort Ord Reuse Authority’s (FORA’s) Capital Improvement Plan (CIP) for Fiscal Year 2017/2018, FORA is obligated to provide certain traffic and transportation projects to mitigate the impacts attributed to the reuse of the former Fort Ord. The CIP has, through FORA Board adoption of the CIP, set traffic project priorities, within FORA’s ability to provide funding for the design, environmental evaluation and construction of these roadway projects. Given current funding, FORA will engage in the design and environmental evaluation on the highest priority projects of the CIP.

The subsequent work orders are for South Boundary Road (SBR), Gigling Road (GR), and on-call engineering services needed to complete the FORA CIP. Under the previous Creegan + D’Angelo (C+D) contract, FORA completed environmental review on South Boundary and Gigling Roads in an Environmental Assessment/Initial Study/Mitigated Negative Declaration in August 2010. After completing a Request for Qualifications process in August 2017, FORA desires to transfer the projects from C+D to Whitson Engineers, this includes the gathering of previous design information and decisions, coordination with stakeholders, and an update of FORA goals and deliverables needed to clearly define the new work scope and expected outcomes for SBR and GR.

SWO-W1: SCOPE OF SERVICES

The Consultant shall work with FORA to transfer professional instruments, collect existing designs, specifications, plans and documents necessary to achieve an understanding of the SBR and GR projects to a level commensurate with professional expectations and standards. This will include meeting with FORA to define expectations, set goals, and understand the organization’s needs, meeting with stakeholders, coordinating with utilities and service providers, revising preliminary project plans, preliminary risk assessments, and developing a Basis of Design, work scope and work plan for each project. The outcomes of SWO-W1 will act as the basis for subsequent work orders, and will result in amending the subsequent Work Orders herein.

The items of work to be presented, and implemented are as follows:

Task 1. Coordination with FORA and Creegan+D’Angelo (C+D) for the transfer of Professional Instruments to Whitson Engineers (WE), as needed. Anticipate 4 hours of meeting and coordination on this subject.

Task 2. Review of the federal and statutory requirements, CEQA/NEPA, development plans, and other requirements, consolidate, and present findings.

Task 3. Coordination of all design concepts with FORA, the City of Del Rey Oaks, the City of Seaside, the City of Monterey, Traffic Agency of Monterey County (TAMC), Sports Car Racing Association of the Monterey Peninsula (SCRAMP), Monterey County Parks Department, California Native Plants Society (CNPS), Marina Coast Water District (MCWD), Seaside County Sanitation District (SCSD), and Monterey Regional Water Pollution Control Agency (MRWPCA). Anticipate 3 inter-agency meetings at 2 hours each plus time to prepare for and assemble minutes.

Task 4. A detailed scope of Work and Work Plan (including a schedule and detailed cost estimates) used to amend the SWOs for each roadway project.

SWO-W1: Deliverables

1.0 SWO-W1 Task 1

- 1.1 List of documents required for transfer from C+D to WE, copies of signed transfers, and verification of receipt and review of instruments for SBR.
- 1.2 List of documents required for transfer from C+D to WE, copies of signed transfers, and verification of receipt and review of instruments for GR.
- 1.3 List of existing and required documents, designs, and specifications for each roadway project.

2.0 SWO-W1 Task 2

- 2.1 List of federal, statutory, local requirements for SBR and GR.
- 2.2 Risk Assessment of each Roadway Project to be used for discussion with FORA PM and stakeholder.

3.0 SWO-W1 Task 3

- 3.1 Meeting minutes from Coordination Meetings.
- 3.2 List of Stakeholder Goals and Concerns for SBR and GR.
- 3.3 List of Agency requirements and associated documentation, regulations, specifications.

4.0 SWO-W1 Task 4

- 4.1 Detailed scope of work for South Boundary Road.
- 4.2 Detailed scope of work for Gigling Road.
- 4.3 Work Plan for South Boundary Road.
- 4.4 Work Plan for Gigling Road.

SWO-W1: TIME OF PERFORMANCE

Following execution of this Amendment No. 1202-1 and authorization to proceed the CONSULTANT shall prepare and provide all services for Work Order Number SWO-W1 within 30 calendar days. Progress events shall be as follows:

SWO-W1: COMPENSATION

At no point in the progress of the work shall CONSULTANT submit or FORA honor requests for payment, which exceed the verified progress, measured as submittals made or in active progress and development. Monthly progress payments will be made to CONSULTANT to the maximum payable for the submittal that the progress payment is funding.

	SWO-W1 Task 1	\$1,600
	SWO-W1 Task 2	\$5,400
	SWO-W1 Task 3	\$5,900
	SWO-W1 Task 4	\$14,600
Total Compensation		\$27,500

**SOUTH BOUNDARY ROAD (SBR)
SERVICE WORK ORDER NUMBER W2 (SWO-W2)**

Under the terms of the Fort Ord BRP and FORA's 2017/2018 Capital Improvement Plan (CIP), FORA is obligated to provide SBR to mitigate the impacts attributed to the reuse of the former Fort Ord. The FORA Board adoption of the CIP set SBR as the second priority (to Eastside Parkway) and SBR is the project most-able to be constructed prior to the State mandated FORA transition of June 3, 2020. Given current funding and possible Economic Development Agency (EDA) funding, FORA will engage in the design and implementation of SBR, a two-lane divided urban arterial to join previously constructed FORA roadway improvements at General Jim Moore Blvd. near Highway 218 in the City of Del Rey Oaks, and extend approximately 200 feet past Rancho Saucito Rd. in the City of Monterey.

This project shall include planning for water and other utilities and may include planning for sewer, and recreation trail crossings. The question of sewer and recreation trail crossings are issues the City of Del Rey Oaks and City of Monterey have been asked and their replies to questions and participation will be considered in the preparation of engineering designs bid and construction documents for FORA CIP projects.

SWO-W2: SCOPE OF SERVICES

Upon approval by FORA the CONSULTANT shall prepare and coordinate designs, specifications, bidding, and construction documents for the remaining work on South Boundary Road. This is to include Utility Planning, Studies, and Reports.

The roadway design and all documents shall be planned to include, but not be limited to, the following features:

- Planning for Potable water pipelines by others, to MCWD standards, including fire hydrants to Seaside City standards for spacing and flow rates (pipeline sizing and layout, materials and fittings to satisfaction of MCWD). Specific MCWD utility design to be by others.
- Planning for Wastewater pipelines by others and laterals to accommodate development of Monterey City Parcels on the former Fort Ord, with development projections by City of Monterey and City of Del Rey Oaks (pipeline sizing and layout, in compliance with MCWD for the former Fort Ord Parcels, and SCSD pipeline sizing and layout in compliance with SCSD in the SCSD service Area). Specific MCWD utility design to be by others.
- Planning for future Recycle water transmission and distribution pipelines by others with details by MCWD and MRWPCA Pure Water Monterey (pipeline sizing and layout, materials and fittings by MCWD and MRWPCA). Pipeline position related to roadway improvements shall consider a future installation.
- Street lighting to City of Seaside, Monterey City and Del Rey Oaks standards corresponding to the respective property areas.
- Intersection designs General Jim Moore Boulevard to standards sufficient to support installation of supporting conduits as a portion of this construction and for installation of future signals by others when, in the future, warrants dictate.
- Determination of conceptual roundabout feasibility at the intersection of South Boundary Road and General Jim Moore Boulevard within the existing Rights of Way, and compliant with the existing CEQA/NEPA findings.

- ADT estimates will be derived from TAMC/AMBAG modeling and signal warrants will be a portion of this element to demonstrate warrants are not met.
- Class 2 bike lanes throughout the project length with design input by TAMC.
- Improvements of Intersections, to the point of connection at Rancho Saucito Rd, and at four (4) potential development areas as identified by the City of Del Rey Oaks, and City of Monterey.
- Pavement drainage and on-site storm water disposal, in compliance with FORA Storm Drainage Master Plan.
- Design speed shall be no less than 35 miles per hour.

Task 1: Roundabout Concept Feasibility: Perform conceptual level hand calculations to determine if it is possible to put a roundabout at the intersection of South Boundary Road realignment and General Jim Moore Boulevard, given the CEQA project definitions, the existing traffic warrants, and the existing improvements and grade at General Jim Moore Boulevard.

Task 2: Basis of Design Report (50% Plans). Coordinate Basis of Design concepts with FORA, the City of Del Rey Oaks, the City of Seaside, City of Monterey, U.S. Fish & Wildlife, California Department of Fish and Wildlife, Traffic Agency of Monterey County (TAMC), Sports Car Racing Association of the Monterey Peninsula (SCRAMP), Monterey County Parks Department, Marina Coast Water District (MCWD), Seaside County Sanitation District (SCSD) and Monterey Regional Water Pollution Control Agency (MRWPCA). Anticipate 40 hours of meetings and coordination on this subject. Incorporate existing and subsequent agreements between the above parties in the preliminary design. Prepare a Basis of Design Report (BDR), including but not limited to, the elements of the design, the interagency agreements, utility requirements, bike lane and shoulder details, soil test results, Traffic Index values, ADT projections and results of preliminary contacts with U. S. Fish and Wildlife Service and California Department of Fish and Wildlife on the subject of potential biological resource takes and mitigation measures (there is a known site of Seaside Birds Beak in the project alignment), results of UXO coordination with FORA UXO Contractors and Consultants.

Task 2 Option: If selected as the preferred alternative, design a Roundabout at the intersection of South Boundary Road realignment and General Jim Moore Boulevard. Prepare requisite traffic study and warrants, designs, and documents.

Task 3: 75% Plans. Upon FORA approval of BDR, prepare ten (10) draft progress prints of engineering design plans at 75% completion for review and comment by the above enumerated agencies. Prepare list of comments provided for incorporation. Upon approval by FORA, Incorporate the comments received, with FORA being the deciding agency between conflicting comments. Prepare an estimate of probable costs.

Task 4: 95% Plans. Upon incorporation of comments on 75% Plans, prepare ten (10) draft progress prints of engineering design plans at 95% completion, including draft specifications, draft front end documents, and draft contract documents suitable for an EDA (federal) contract for review and comment by the above enumerated agencies. Prepare list of comments provided for incorporation. Upon approval by FORA, Incorporate the comments received, with FORA being the deciding agency between conflicting comments. Prepare a refined estimate of probable costs.

Task 5: 100% Submittal. Prepare final drawings (25 copies), final specifications (25 copies), final contract documents, including Front End documents, and final estimate of probable costs.

Task 6: Construction Phase Services. Upon approval by the FORA Board to solicit, Whitson Engineers shall provide design services during bid and construction including review of contractor submittals, responding to requests for information, and include the services of a project biologist for oversight of

mitigation measures and the services of a UXO Project manager for oversight of UXO mitigation measures. Time, Scope and Cost of Design Services must be approved by FORA Project Manager prior to start of work.

Task 7: “As-Built” Record Drawings and Record Documents. With Approval of a Public Works Contract for South Boundary Road by the FORA Board, Whitson Engineers shall compile and prepare ‘as-built’ documents and a signed set of Record Drawings (per Contractor mark-ups and plan revisions) of the project as reproducible drawings (mylar) and as an electronic file (PDF) in AutoCAD format such as DXF or DWG. Compile project Designs, RFI’s, Change Orders, and other project documents and provide to FORA in an electronically accessible format (preferable PDF).

SWO-W2: DELIVERABLES

1.0 SWO-W2 Task 1

- 1.1 Hand calculations for conceptual feasibility of roundabout at the intersection of South Boundary Road realignment and General Jim Moore Boulevard including traffic feasibility and environmental considerations.
- 1.2 Technical Memorandum summarizing findings.

2.0 SWO-W2 Task 2

- 2.1 *Meeting Minutes (DOC)*
- 2.2 *Basis of Design Report. (DOC, PDF, 20 Hard Copies)*

3.0 SWO-W2 Task 3

- 3.1 *75% Engineering Drawings*
- 3.2 *75% Design Specifications, Front End Bid Documents, Contract Documents*
- 3.3 *List of comments (EXCEL)*
- 3.4 *75% Estimate of probable cost of construction*

4.0 SWO-W2 Task 4

- 4.1 *95% Engineering Drawings*
- 4.2 *95% Design Specifications, Front End Bid Documents, Contract Documents*
- 4.3 *List of comments (EXCEL)*
- 4.4 *95% Estimate of probable cost of construction*

5.0 SWO-W2 Task 5

- 5.1 *Final Engineering Designs (DXF/DWG and PDF) and 25 copies*
- 5.2 *Final Contract Documents (DOC and PDF) and 25 copies*
- 5.3 *Final Specifications (25 copies)*
- 5.4 *Final estimate of probable cost of construction*

6.0 SWO-W2 Task 6

- 6.1 *Progress Reports*
- 6.2 *Compiled RFI, Change Order, and other Project Documentation*

7.0 SWO-W2 Task 7

- 7.1 *Signed set of record drawings on Mylar*
- 7.2 *Electronic Record Drawings, in AutoCAD and PDF*

SWO-W2: TIME OF PERFORMANCE

Following execution of this Contract, integration of the SWO-W1 Scope and Work Plan, and with authorization to proceed from FORA, CONSULTANT shall prepare and provide all services for Work Order W2 (SWO-W2) within 180 calendar days of approval. Progress events shall be as follows:

- At 45 days CONSULTANT shall submit deliverables for SWO-W2 Task 1
- At 60 days CONSULTANT shall submit deliverables for SWO-W2 Task 2
- At 90 days CONSULTANT shall submit deliverables for SWO-W2 Task 3
- At 150 days CONSULTANT shall submit deliverables for SWO-W2 Task 4
- At 180 days CONSULTANT shall submit deliverables for SWO-W2 Task 5
- 60 days following notice of completion of construction, CONSULTANT shall submit deliverables for SWO-W2 Task 7

SWO-W2: COMPENSATION

At no point in the progress of the work shall CONSULTANT submit or FORA honor requests for payment, which exceed the verified progress, measured as submittals made or in active progress and development. Monthly progress payments will be made to CONSULTANT to the maximum payable for the submittal that the progress payment is funding.

	SWO-W2 Task 1	\$12,200
	SWO-W2 Task 2	\$25,100
	SWO-W2 Task 3	\$180,900
	SWO-W2 Task 4	\$100,500
	SWO-W2 Task 5	\$53,800
	SWO-W2 Task 6	\$166,000
	SWO-W2 Task 7	\$15,800
Total Compensation		\$554,300

GIGLING ROAD
SERVICE WORK ORDER NUMBER W3 (SWO-W3)

Under the terms of the Fort Ord BRP and FORA's 2017/2018 Capital Improvement Plan (CIP), FORA is obligated to provide Gigling Road (GR) to mitigate the impacts attributed to the reuse of the former Fort Ord. The FORA Board adoption of the CIP set GR as the third priority (to Eastside Parkway and South Boundary Road) and GR is the project least likely to be constructed prior to the State mandated FORA transition of June 3, 2020. Given current funding and possible federal funding, FORA will engage in the design and implementation of Gigling Road, an urban arterial to join at General Jim Moore Blvd and extend to 7th Avenue in the City of Seaside.

This project shall include planning for water and the relocation of power utilities and may include planning for sewer, and recreation trail crossings. The question of sewer and recreation trail crossings are issues the City of Seaside have been asked and their replies to questions and participation will be considered in the preparation of engineering designs bid, and construction documents for FORA CIP projects.

SWO-W3: SCOPE OF SERVICES

The CONSULTANT shall prepare and coordinate landscape plans, designs, specifications, bidding, and construction documents for the remaining work on Gigling Road. This is to include Landscape Plans, Utility Planning, Studies, and Reports

The roadway design and all documents shall include, but not be limited to, the following features:

- Planning for potable water pipelines by others, to MCWD standards, including fire hydrants to Seaside City standards for spacing and flow rates (pipeline sizing and layout, materials and fittings to satisfaction of MCWD). Specific MCWD utility design to be by others.
- Planning for wastewater pipelines and laterals by others to accommodate U.S. Army, development on CSUMB, and on Seaside's Surplus II and 'Nurses Barracks' Parcels (pipeline sizing and layout, in compliance with MCWD for the former Fort Ord Parcels). Specific MCWD utility design to be by others.
- Planning for future recycle water transmission and distribution pipelines by others with details by MCWD and MRWPCA Pure Water Monterey (pipeline sizing and layout, materials and fittings by MCWD and MRWPCA). Pipeline position related to roadway improvements shall consider a future installation.
- Street lighting to City of Seaside standards corresponding to the respective property areas.
- Intersection designs on Gigling Road to standards sufficient to support installation of supporting conduits as a portion of this construction and for installation of future signals by others when, in the future, warrants dictate.
- Determination of conceptual roundabout feasibility at the intersection of Gigling Road and General Jim Moore Boulevard within the existing Rights of Way and compliant with the existing CEQA/NEPA findings.
- ADT estimates will be derived from TAMC/AMBAG modeling and signal warrants will be a portion of this element to demonstrate warrants are not met.
- Class 2 bike lanes throughout the project length with design input by TAMC.
- Improvements of Intersections at Parker Flats Cut-Off Road, Malmady Road, 6th Ave., and 7th Ave.
- Pavement drainage and on-site storm water disposal, in compliance with FORA Storm Drainage Master Plan.

- Design speed shall be no less than 25 miles per hour.
- Landscape Plans defining mounding, contouring, irrigation, and landscaping.
- One point of connection to the existing potable water system on Gigling Road with reduced pressure backflow preventer to feed the irrigation supply system.
- Irrigation supply system, to be constructed of PVC purple pipe, to provide irrigation water at each median island or landscape area along Gigling Road as needed.

Task 1: Roundabout Concept Feasibility: Perform conceptual level hand calculations to determine if it is possible to put a roundabout at the intersection of Gigling Road and General Jim Moore Boulevard, given the CEQA project definitions, the existing traffic warrants, and the existing improvements and grade at General Jim Moore Boulevard.

Task 2: Basis of Design Report (50% Plans). Coordinate Basis of Design concepts with FORA, the City of Seaside, U.S. Army, California State University Monterey Bay (CSUMB), County of Monterey, Traffic Agency of Monterey County (TAMC), Marina Coast Water District (MCWD), PG&E, and Monterey Regional Water Pollution Control Agency (MRWPCA). anticipate 80 hours of meeting on this subject. Incorporate existing and subsequent agreements between the above parties in the preliminary design. Prepare a Basis of Design Report (BDR), including but not limited to, the elements of the design, the interagency agreements, utility requirements, bike lane and shoulder details, soil test results, Traffic Index values, and ADT projections.

Task 2 Option: If selected as the preferred alternative, design a Roundabout at the intersection of Gigling Road and General Jim Moore Boulevard. Prepare requisite traffic study and warrants, designs, and documents.

Task 3: 75% Plans. Upon FORA approval of BDR, prepare ten (10) draft progress prints of engineering design plans at 75% completion, including landscaping and irrigation of all median islands (where applicable) for review and comment by the above enumerated agencies. Prepare list of comments provided for incorporation. Upon approval by FORA, incorporate the comments received, with FORA being the deciding agency between conflicting comments. Prepare an estimate of probable costs.

Task 4: 95% Plans. Upon incorporation of comments on 75% Plans, prepare ten (10) draft progress prints of engineering design plans at 95% completion, including draft specifications, draft front end documents, draft contract documents suitable for an EDA (federal) contract, and landscaping and irrigation of all median islands (where applicable) for review and comment by the above enumerated agencies. Prepare list of comments provided for incorporation. Upon approval by FORA, incorporate the comments received, with FORA being the deciding agency between conflicting comments. Prepare a refined estimate of probable costs.

Task 5: 100% Submittal. Prepare final drawings (25 copies), final specifications (25 copies), final contract documents, including Front End documents, and final estimate of probable costs.

Task 6: Construction Phase Services. Upon Approval to Solicit by the FORA Board, Whitson Engineers shall provide design services during bid and construction including review of contractor submittals, responding to requests for information, and include the services of a project biologist for oversight of mitigation measures and a project landscape consultant for plant and irrigation review, and the services of a UXO Project manager for oversight of UXO mitigation measures. Time, Scope and Cost of Design Services must be approved by FORA Project Manager prior to start of work.

Task 7: “As-Built” Record drawings and record documents. With Approval of a Public Works Contract for Gigling Road by the FORA Board, Whitson Engineers shall compile and prepare as-built documents and a signed set of Record Drawings (per Contractor mark-ups and plan revisions) of the project as reproducible drawings (mylar) and as an electronic file (PDF) in AutoCAD format such as DXF or DWG. Compile project Designs, RFI’s, Change Orders, and other project documents and provide to FORA in an electronically accessible format (preferable PDF).

SWO-W3: DELIVERABLES

1.0 SWO-W3 Task 1

1.1 Hand calculations for conceptual feasibility of roundabout at the intersection of Gigling Road realignment and General Jim Moore Boulevard including traffic feasibility and environmental considerations.

2.0 SWO-W3 Task 2

2.1 Meeting Minutes (DOC)
2.2 Basis of Design Report. (DOC, PDF, 20 Hard Copies)
2.3 Technical Memorandum summarizing findings.

3.0 SWO-W3 Task 3

3.1 75% Engineering Drawings
3.2 75% Design Specifications, Front End Bid Documents, Contract Documents
3.3 List of comments (EXCEL)
3.4 75% Estimate of probable cost of construction

4.0 SWO-W3 Task 4

4.1 95% Engineering Drawings
4.2 95% Design Specifications, Front End Bid Documents, Contract Documents
4.3 List of comments (EXCEL)
4.4 95% Estimate of probable cost of construction

5.0 SWO-W3 Task 5

5.1 Final Engineering Designs (DXF/DWG and PDF) and 25 copies
5.2 Final Contract Documents (DOC and PDF) and 25 copies
5.3 Final Specifications (25 copies)
5.4 Final estimate of probable cost of construction

6.0 SWO-W3 Task 6

6.1 Progress Reports
6.2 Compiled RFI, Change Order, and other Project Documentation

7.0 SWO-W3 Task 7

7.1 Signed set of record drawings on Mylar
7.2 Electronic Record Drawings, in AutoCAD and PDF

SWO-W3: TIME OF PERFORMANCE

Following execution of this Contract, integration of the SWO-W1 Scope and Work Plan, and with authorization to proceed from FORA, CONSULTANT shall prepare and provide all services for Work Order W3 (SWO-W3) within 360 calendar days. Note that authorization to proceed with SWO-W3 could follow SWO-W2. Progress events shall be as follows from date of authorization:

- At 45 days CONSULTANT shall submit deliverables for SWO-W3 Task 1
- At 90 days CONSULTANT shall submit deliverables for SWO-W3 Task 2
- At 210 days CONSULTANT shall submit deliverables for SWO-W3 Task 3
- At 300 days CONSULTANT shall submit deliverables for SWO-W3 Task 4
- At 360 days CONSULTANT shall submit deliverables for SWO-W3 Task 5
- 60 days following notice of completion of construction, CONSULTANT shall submit deliverables for SWO-W3 Task 7

SWO-W3: COMPENSATION

At no point in the progress of the work shall CONSULTANT submit or FORA honor requests for payment, which exceed the verified progress, measured as submittals made or in active progress and development. Monthly progress payments will be made to CONSULTANT to the maximum payable for the submittal that the progress payment is funding.

	SWO-W3 Task 1	\$11,900
	SWO-W3 Task 2	\$48,800
	SWO-W3 Task 3	\$235,100
	SWO-W3 Task 4	\$128,000
	SWO-W3 Task 5	\$75,500
	SWO-W3 Task 6	\$168,700
	SWO-W3 Task 7	\$24,500
Total Compensation		\$692,500

ENGINEERING AND DESIGN SERVICES RELATED TO UTILITIES, MUNITIONS AND EXPLOSIVES OF CONCERN, AND PUBLIC OUTREACH SUPPORT ON SOUTH BOUNDARY AND GIGLING ROADS

SERVICE WORK ORDER NUMBER W4 (SWO-W4)

Under the terms of the Fort Ord BRP and FORA’s 2017/2018 Capital Improvement Plan (CIP), FORA has a contingency budget for the transportation component of the CIP. Some of this budget is for Engineering and Design Services related to Utilities, Munitions and Explosives of Concern, and Public Outreach pertaining to the implementation of the CIP.

South Boundary Road is in a known Munitions Response Area and is required to follow multiple Land Use Covenants and Operating Management Plans. There are many “known unknown” activities pertaining to planning and clearing unexploded ordinance. Gigling Road requires extensive removal and relocation of utilities in coordination with PG&E, CSUMB and the Department of Defense. Public Outreach could be needed for both roadways to convey the proposed scope of work and construction timelines.

Task 1: The following types of services may be assigned by FORA to complete the South Boundary Road Engineering and Design: Planning for MEC identification and removal, Coordination with Remediation Contractors, State and Federal Agency Coordination, Planning and Coordination with Mitigation Monitoring Plan, Creation of Soils Management Plans, Coordination with Local Jurisdictions, Public Notification Plans, Public Outreach, etc...

Task 2: The following types of services may be assigned by FORA to complete the Gigling Road Engineering and Design: Planning for Utility Relocation, Coordination with FORA member agencies, Coordination with Utilities, Public Notification Planning, Public Outreach, etc...

SWO-W4: COMPENSATION

At no point in the progress of the work shall CONSULTANT submit or FORA honor requests for payment, which exceed the verified progress, measured as submittals made or in active progress and development. Monthly progress payments will be made to CONSULTANT to the maximum payable for the submittal that the progress payment is funding. Compensation under SWO-W4 is on a Time and Materials Basis not to exceed a budget of \$225,700.

Total Compensation Not to Exceed **\$225,700**

TIME OF COMPLETION – MULTIPLE SERVICE WORK ORDERS

Should multiple Service Work Orders be offered and accepted, the time of completion for all Service Work Orders shall be June 30, 2020 or until FORA Transition, whichever is later. The time of completion for each Service Work Order offered and accepted shall run concurrently with the longest time of the Service Work Orders offered and accepted.

CONSULTANT shall prepare and submit to FORA a schedule of work progress, including monthly compensation anticipated, for all Service Work Orders offered and accepted. Such schedule shall not exceed the time lines provided herein under the TIME OF COMPLETION for each Service Work Order offered and accepted. FORA Project Manager will approve or request modification of this schedule prior to ordering the CONSULTANT to proceed.



Fort Ord Reuse Authority

100 12th Street, Building 2880, Marina, CA 93933
Phone: (831) 883-3672 • Fax: (831) 883-3675 • www.fora.org

BOARD OF DIRECTORS MEETING

Friday, August 13, 2010

3:30 p.m. following 3:00 Joint Meeting with Marina Coast Water District

FORA Conference Facility/Bridge Center

201 13th Street, Building 2925, Marina (on the former Fort Ord)

AGENDA FOR REGULAR FORA BOARD MEETING

1. CALL TO ORDER

- 2. PUBLIC COMMENT PERIOD:** Members of the audience wishing to address the Board on matters within the jurisdiction of the Authority, but not on this agenda, may do so during the Public Comment Period. Public comments are limited to a maximum of three minutes. Public comments on specific agenda items will be heard at the time the matter is under Board consideration.

3. CONSENT AGENDA

ACTION

- a. July 9, 2010 Board meeting minutes
- b. Amendment to Master Agreement for Professional Services - Creegan + D'Angelo (Capital Improvement Program On-Site Transportation)

4. OLD BUSINESS - none

5. NEW BUSINESS

- a. Certification of South Boundary Road and Gigling Road Environmental Assessments and Initial Studies

ACTION

6. EXECUTIVE OFFICER'S REPORT

- a. Administrative Committee Report
- b. Executive Officer's Travel Report
- c. Capital Improvement Program – update/distribution
- d. Fort Ord Reuse Authority investments – status report
- e. Outstanding receivables – status report
- f. Habitat Conservation Plan – status report
- g. Preston Park Buyout – status report

**INFORMATION
INFORMATION
INFORMATION
INFORMATION
INFORMATION
INFORMATION**

7. ITEMS FROM MEMBERS

INFORMATION

8. ANNOUNCEMENTS AND CORRESPONDENCE

9. ADJOURNMENT

*Information about items on this agenda or persons requesting disability related modifications and/or accommodations can contact the Deputy Clerk at: 831-883-3672 * 100 12th Street, Building 2880, Marina, CA 93933 by 5:00 p.m. one business day prior to the meeting. Agendas can also be found on the FORA website: www.fora.org*

MINUTES
of the
FORT ORD REUSE AUTHORITY
BOARD OF DIRECTORS' MEETING
Fort Ord Reuse Authority Conference Facility/Bridge Center
August 13, 2010

1. CALL TO ORDER

With a quorum present Chair/Mayor Ralph Rubio called the August, 2010 Board of Directors meeting to order at 3:36 p.m.

Voting members present:

Chair/Mayor Ralph Rubio (City of Seaside)	(City of Monterey)
1 st Vice Chair/Supervisor Dave Potter (County of Monterey)	Councilmember Janet Barnes (City of Salinas)
Councilmember Jim Ford (City of Marina)	Mayor Sue McCloud (City of Carmel-by-the-Sea)
Mayor David Pendergrass (City of Sand City)	Mayor Jerry Edelen (City of Del Rey Oaks)
Councilmember Nancy Selfridge	Councilmember Frank O'Connell (City of Marina)
	Councilmember Tom Mancini (City of Seaside)

Absent: Supervisor Jane Parker (County of Monterey), Supervisor Lou Calcagno (County of Monterey).

Ex-Officio members present:

Graham Bice University of California Santa Cruz, Kevin Saunders California State University Monterey Bay, Waki Nakamura Monterey Peninsula College, COL Darcyl Brewer United States Army, Gail Youngblood Base Realignment and Closure ("BRAC"), Kenneth Nishi Marina Coast Water District.

Absent were representatives from the 17th Congressional District, the 15th State Senate District, the 27th State Assembly District, Monterey Peninsula Unified School District. Arriving after the roll call were Monterey Salinas Transit and the Transportation Agency of Monterey County.

2. PUBLIC COMMENT - None

3. CONSENT AGENDA

- a. July 9, 2010 Board meeting minutes – correction page 2, Mayor Pendergrass; clarification: Councilmember O'Connell was not present.
- b. Amendment to Master Agreement for Professional Services - Creegan + D'Angelo (Capital Improvement Program On-Site Transportation)

Motion to approve the Consent Agenda was made by Councilmember Mancini, as corrected, seconded by Councilmember Barnes, and carried.

4. OLD BUSINESS – none

5. NEW BUSINESS – Item 5a - Certification of South Boundary Road and Gigling Road

Environmental Assessments and Initial Studies.

Fort Ord Reuse Authority ("FORA") Senior Project Manager Jim Arnold gave an oral report of the future roadway improvements. South Boundary Road is a portion of the FORA Capital Improvement Program ("CIP") and would extend from General Jim Moore Boulevard easterly to Rancho Saucito Lane into Ryan Ranch. Mr. Arnold reported that the design of the project was completed a year ago and is in compliance with the National Environmental Protection Act and California Environmental Quality Act ("CEQA"). The Project Environmental Assessment and Initial Study have been prepared and distributed for public comment. A few comments were received and have been addressed. A Finding of No Significant Impact and a Mitigated Negative Declaration was prepared and properly filed.

Executive Officer Houlemard stated that staff has requested that the Board approve the CEQA findings for the Mitigated Negative Declaration developed for South Boundary Road and Gigling Road including mitigation measures, adopt the Mitigated Negative Declaration prepared under CEQA, approve the Mitigation Monitoring and Reporting Program, and approve the Project Findings.

Chair Rubio asked if there were questions for staff and from the public. Being none, a Motion to approve was made by 1st Vice Chair/Supervisor Potter, seconded by Mayor McCloud, and carried unanimously.

6. EXECUTIVE OFFICER'S REPORT - Executive Officer Houlemard stated that all of the items in the Executive Officer's Report (Item 6a - Administrative Committee report; Item 6b - Executive Officer's travel report; Item 6c Capital Improvement Program; Item 6d - Fort Ord Reuse Authority Investments; Item 6e Outstanding Receivables; Item 6f Habitat Conservation Plan; and Item 6g - Preston Park Buyout), stood as information items however he highlighted the following:

Item 6b - Executive Officer's Travel Report - Executive Officer Houlemard reported that there were many members of FORA who attended the Association of Defense Communities ("ADC") annual conference which was held in San Francisco this year, noting that, in addition to his attendance, the following were attendees: Chair/Mayor Rubio, 1st Vice Chair/Supervisor Potter, City of Marina Doug Yount, City of Del Rey Oaks City Manager Dan Dawson, Acting Assistant Executive Officer/FORA Steve Ennsley, Environmental Services Cooperative Agreement ("ESCA") contractor Kristie Reimer, and Gail Youngblood of the Army BRAC office attended some special sessions. Mr. Houlemard suggested that Mr. Potter and Mr. Rubio might have a few comments about the conference. Supervisor Potter stated that he found the sessions productive and quite informative. He further noted that Mr. Houlemard, in his role as outgoing ADC President, had done a very good job and it was impressive to see the respect given to Mr. Houlemard for sharing his expertise and involvement with the convention. Mayor Rubio commented about the high caliber of the conference, noting that there was good interaction with high ranking Army officials. He stated that there was an array of talent from FORA and others and that the topics were well crafted. Chair Rubio stated that other jurisdictions are using FORA ESCA and BRAC language as a template. Chair Rubio stated that the highlight of the program were the sessions on Energy Security. He said that the services are making a special effort to bring down their carbon footprint and that a special mention was made regarding the strides made by the Presidio and Defense Language Institute ("DLI") in developing a baseline.

CEQA FINDINGS
(South Boundary Road/Gigling Road Improvement Project)

1. **Finding:** The environmental Initial Study and proposed Mitigated Negative Declaration have been prepared in compliance with the requirements of the California Environmental Quality Act (CEQA).
2. **Finding:** On the basis of the whole record before the Fort Ord Reuse Authority (FORA) Board of Directors, there is no substantial evidence that the project will have a significant effect on the environment.
3. **Finding:** The environmental Initial Study and Mitigated Negative Declaration (MND) reflect the FORA Board of Directors' independent judgment and analysis.
4. **Finding:** In accordance with the requirements of CEQA Guidelines Sec. 15073, FORA prepared and distributed a proposed Mitigated Negative Declaration, along with the environmental Initial Study, to all appropriate responsible and trustee agencies for review and comment. These included the California Department of Fish and Game; California Department of Parks and Recreation, Office of Historic Preservation; California Department of Transportation, District 5; California Regional Water Quality Control Board, Region 3; Fort Ord – Inter-Agency Coordinated Resource Management Planning Group; Governor's Office of Planning and Research (State Clearinghouse); Presidio of Monterey Directorate of Environmental and Natural Resources; U.S. Army Corps of Engineers; U.S. Department of Defense, Base Realignment and Closure (BRAC); U.S. EPA, Region IX; U.S. Fish and Wildlife Service; Association of Monterey Bay Area Governments; City of Del Rey Oaks Planning Department; City of Monterey Planning Department; City of Seaside Planning Department; County of Monterey Planning and Building Inspection Department; County of Monterey Public Works Department; Monterey Bay Unified Air Pollution Control District; and the Transportation Agency of Monterey County. In addition, the document was distributed to organizations which had expressed an interest in the proposed including the local chapter of the California Native Plant Society, the Ventana Chapter of the Sierra Club and LandWatch of Monterey County.
6. **Finding:** The Initial Study and proposed Mitigated Negative Declaration were completed and were filed, along with a Notice of Availability (NOA) /Notice of Intent to Adopt (NOI) and a Notice of Completion (NOC), with the Governor's Office of Planning and Research, State Clearinghouse on May 28, 2010. The proposed Negative Declaration briefly described the

proposed project and location and indicated that the Initial Study was available, where it was available, how long it was available for public review, together with the deadline for submittal of comments on the Initial Study and proposed Mitigated Negative Declaration. A Notice of Availability and Notice of Intent to adopt a Mitigated Negative Declaration was also published in the *Monterey County Herald* on May 29, 2010.

7. **Finding:** Copies of the Initial Study and proposed Mitigated Negative Declaration were made available at the FORA offices in Marina and the Monterey County Free Library at 550 Harcourt Street in Seaside.
8. **Finding:** A public review period of thirty one (31) days commenced on Friday, May 28, 2010 and ended on Monday, June 28, 2010. Two comment letters were received on the Mitigated Negative Declaration/Initial Study during the public review period. One letter was from the City of Monterey dated June 28, 2010 and one letter was from LandWatch Monterey County dated July 10, 2010.
9. **Finding:** The Mitigated Negative Declaration contains all the necessary components of a Negative Declaration pursuant to Section 15071 of the CEQA Guidelines, including the following:
 - (a) A brief description of the project, including a commonly used name for the project, if any;
 - (b) The location of the project, preferably shown on a map (contained in Initial Study), and the name of the project proponent (FORA);
 - (c) A proposed finding that the project will not have a significant effect on the environment;
 - (d) An attached copy of the Initial Study documenting reasons to support the finding; and
 - (e) Mitigation measures included as part of the project to avoid potentially significant environmental effects (contained in Initial Study).
10. **Finding:** The FORA Board of Directors has considered the potential significant environmental effects presented in the Initial Study and finds that the potentially significant environmental effects presented in the Initial Study resulting from implementation of the proposed project could be reduced to a less than significant level. This shall be done through implementation measures presented in the Mitigated Negative Declaration. Said mitigation measures shall be incorporated into the project plans and specifications; each mitigation measure will incorporate a monitoring program by

identifying the party(s) responsible for implementation and monitoring the requisite mitigation measures.

11. **Finding:** No new information of substantial importance to the proposed project covered in the Initial Study has become available that was not known and could not have been known at the time the Mitigated Negative Declaration was adopted.

Significant Adverse Environmental Impacts and Mitigation Measures of the Proposed Project

The Initial Study included an analysis and evaluation of the potential significant environmental effects of the proposed project and recommended mitigation measures to avoid or reduce the potential significant environmental effects to a less than significant level.

The FORA Board of Directors finds that, for each significant adverse impact identified in the Initial Study, changes or alterations have been incorporated into the proposed project which avoid or substantially reduce the significant adverse environmental impacts to a less- than-significant level. As used in these findings, the term "less than significant" means a level that is not significant and does not exceed any of the checklist's thresholds.

Each of the proposed mitigation measures contained in the Initial Study and Mitigated Negative Declaration has been made a condition of the project. Additionally, in conformance with Public Resources Code Section 21081, a monitoring program has been prepared that identifies the party(s) responsible for implementation and monitoring of the mitigation measures.

**Mitigated Negative Declaration
(South Boundary Road/Gigling Road Improvement Project)**

In Compliance with the California Environmental Quality Act (CEQA)

Lead Agency: Fort Ord Reuse Authority (FORA)
Contact: James Arnold, Senior Project Manager

Project Sponsors: Fort Ord Reuse Authority
100 12th Street, Building 2880
Marina, CA 93933
Tel: (831) 883-3672

Project Name: The South Boundary/Gigling Road Improvement Project

Project Location: Fort Ord is a former U.S. Army infantry base located in Monterey County, about five miles northeast of the City of Monterey. The former base encompasses nearly 28,000 acres that are surrounded by the cities of Marina, Monterey, Del Rey Oaks, Seaside, and Sand City, and unincorporated lands in Monterey County.

The proposed action/project would be located within the cities of Seaside, Del Rey Oaks, and Monterey. The Gigling Road improvement area is located along Gigling Road between the Gigling Road/General Jim Moore Boulevard intersection to the Gigling Road/7th Avenue intersection. The South Boundary Road improvement area is located at a realigned South Boundary Road/General Jim Moore Boulevard intersection, which is approximately 300 feet north of its existing location, and continues as a realigned roadway approximately 600 feet eastward where it joins the existing South Boundary Roadway and continues to a point approximately 200 feet east of the South Boundary Road/Rancho Saucito Lane intersection.

Project Description: The proposed action/project involves improving portions of South Boundary Road and Gigling Road as follows:

South Boundary Road

The proposed action/project involves improving and realigning the South Boundary Road/General Jim Moore Boulevard Intersection to approximately 300 feet north of the existing intersection and continuing for approximately 600 feet eastward, where the realignment meets up with the existing alignment to continue on for an additional 7,050 linear feet, for a total of approximately 7,593 linear feet (1.44 miles). Realignment would be from a point approximately 300 feet north of the existing South Boundary Road/General Jim Moore Boulevard intersection extending 600 feet eastward, for a total realignment length of 600

linear feet. The existing roadway would be improved from this point to approximately 200 linear feet east of Rancho Saucito. South Boundary Road will be improved as a two-lane arterial roadway with median and left turn pockets at proposed intersections, and 8-foot wide shoulders. The proposed roadway will include the construction of a new intersection at proposed South Boundary Road/General Jim Moore Boulevard intersection.

Gigling Road

The proposed action/project involves improving Gigling Road along its current alignment starting at the intersection with General Jim Moore Boulevard and continuing east for approximately 4,883 linear feet (0.92 miles). The roadway would be improved as a four-lane collector roadway with 18-foot wide median, an 8-foot wide bike path on the southern side of the roadway, 5-foot wide sidewalks on each side of the roadway, new curbs and gutters.

Public Review Began – Friday May 28, 2010
Period: Ended – Monday June 28, 2010

The FORA Board will consider the proposed Mitigated Negative Declaration (MND)/Finding of No Significant Impact (FONSI) together with any comments received during the public review period on **Friday, August 13, 2010 at 3:30 PM.**

Location: Fort Ord Reuse Authority Conference Facility
 102 13th Street, Building #2925
 Marina, CA 93933

Address Where Copy of Initial Study is Available for Public Review:

- Monterey County Free Library, Seaside Branch, 550 Harcourt Ave., Seaside, CA 93955
- Fort Ord Reuse Authority, 100 12th Street, Building 2880, Marina, CA 93933
- Presidio of Monterey, Directorate of Environmental and Natural Resources, Gigling Road, Building #4463, Presidio of Monterey Annex

Address Where Written Comments Should be Sent:

James M. Arnold
Senior Project Manager
Fort Ord Reuse Authority
100 12th Street, Building 2880
Marina, CA 93933

The proposed action/project would not have a significant effect on the environment as it has been found:

- (A) That said project would not have the potential to significantly degrade the quality of the environment.
- (B) That said project will have no significant impact on long-term environmental goals.
- (C) That said project will have no significant cumulative effect upon the environment.
- (D) That said project will not cause substantial adverse effects on human beings, either directly or indirectly.

MITIGATION MEASURES

Aesthetics

MM-1 Prior to final plan approval, FORA shall prepare detailed lighting plans indicating the locations and type of fixtures to be used and demonstrating that exterior lighting maintains acceptable non-intrusive levels. Lighting plans shall also incorporate baffles and lens cut-offs to direct lighting downward and to minimize the unwanted spillover of light. All external lighting shall be noted on final improvement plans prior to implementation of the proposed action/project.

Timing/Implementation: Prior to the final plan approval.

Enforcement/Monitoring:FORA

Air Quality

MM-2 FORA shall include a dust control plan in all construction documents for the proposed action/project. If any debris or soil is to be removed from the project area, the debris and soil shall be covered while in transit to avoid safety hazards. In addition, grading shall be limited to 2.2 acres per day during grading/excavation efforts.

- a) Limit the hours of operation consistent with related noise restrictions;
- b) Utilize gasoline-powered equipment whenever an equipment choice is available;
- c) Use PuriNOx emulsified diesel fuel in existing engines;
- d) Repower and utilize heavy equipment with current standard diesel technology or CNG/LNG technology; and

- e) Demonstrate on construction documents how construction phasing and equipment programming will comply with County policies and BACMs identified by the Air District.

Timing/Implementation: Prior to final plan approval.

Enforcement/Monitoring:FORA

Biological Resources

MM-3a Construction activities within the South Boundary Road improvement area shall be restricted or phased as necessary to avoid disturbance of the listed plant populations. Avoidance measures include fencing of the population(s) prior to construction to ensure no ingress of personnel or equipment at a minimum radius of 20 feet around a rare plant population and construction monitoring by a qualified biologist. Avoidance areas shall be identified on project plans. Silt fencing and other Best Management Practices (BMPs) shall be used to ensure that the hydrology surrounding the population is not affected by construction activities. In order to ensure viability, trees or shrubbery surrounding the rare plant populations must not be removed.

There are three mitigation strategies available to FORA at the given time: 1) Delay construction until the HCP is adopted; 2) Phase construction to avoid the take of species until the HCP is adopted; or 3) obtain a 2081 permit for the take of species. Upon adoption of the Fort Ord HCP and/or issuance of a take permit (2081) for listed plant species by the USFWS/CDFG, the project proponent may take the species given the stipulations of the take permit or adopted HCP. If listed plants cannot be avoided, the following mitigation measures shall apply:

All efforts must be made to salvage portions of the habitat or plant populations that will be lost as a result of implementation of the proposed action/project by transplanting the plants that would be adversely affected by the proposed action/project for either re-establishment after construction is complete or for planting in a new area in appropriate habitat. A propagation program must be developed for the salvage and transfer of rare, threatened, or endangered plant populations from the project area before the initiation of construction activities. Permits may be required from the CDFG or USFWS, which will ensure that certified biologists are involved in the propagation and transport of rare, threatened, or endangered plant species. (Note: Propagation methods for the salvaged plant population must be developed on a case-by-case basis and must include the involvement of local conservation easements/ preserves/ open space, where applicable). The propagation and transfer of individual plant species must be performed at the correct time of year and successfully

completed before the commencement of the project's construction activities eliminate or disturb the plants and habitats of concern.

This mitigation measure may be superseded by the terms of the adopted HCP or take permit.

Timing/Implementation: Prior to the initiation of construction activities for South Boundary Road improvements.

Enforcement/Monitoring: FORA.

MM-3b FORA shall retain a qualified biologist to perform focused surveys to determine the presence/absence of Hickman's onion and Santa Cruz microseris within and adjacent to (within 20 feet, where appropriate) the South Boundary improvement area (project footprint). These surveys must be conducted in accordance with CDFG approved guidelines for conducting field surveys. Field surveys must be scheduled to coincide with known flowering periods, and/or during periods of phonological development that are necessary to identify the plant species of concern. If no special-status plant species are found, then no further mitigation is necessary.

If these special-status plant species are found within or adjacent to (within 20 feet) the South Boundary improvement area during the surveys, these plant species must be avoided to the extent possible. Avoidance measures include fencing of the population(s) before construction to ensure no ingress of personnel or equipment at a minimum radius of 20 feet around a rare plant population and construction monitoring by a qualified biologist. Avoidance areas must be identified on project plans. Implementation of silt fencing and other BMPs must ensure that the hydrology surrounding the population is not affected by project construction. In addition, trees or shrubbery surrounding the rare plant populations must not be removed to ensure that sunlight/shade that may affect the viability is not changed. If these special-status plants cannot be avoided, the following shall apply:

Before the approval of grading plans or any ground breaking activity within the project area, FORA must submit a mitigation plan concurrently to CDFG and USFWS (if appropriate) for review and comment, and FORA may consult with these entities before approval of the mitigation plan. Mitigation measures for directly affected population(s) must be included in the mitigation plan. Possible mitigation for directly impacted population(s) includes implementation of a program to transplant, salvage, cultivate, or re-establish the species at suitable sites (if feasible). The mitigation ratio for directly impacted plant species must be at a minimum ratio of 2:1 (two plants for every one impacted). However, the actual level of mitigation may vary depending on the sensitivity of the species

(its rarity or endangerment status), its prevalence in the area, and the current state of knowledge about overall population trends and threats to its survival. Alternatively, replacement credits may be purchased by FORA at an approved mitigation bank should such credits be available.

Any special-status plant species that are identified adjacent to the project area, but not proposed to be disturbed by the proposed action/project, must be protected by barrier fencing to ensure that construction activities and material stockpiles do not impact any special-status plant species. These avoidance areas must be identified on project plans.

This mitigation measure may be superseded by the terms of the adopted HCP or take permit.

Timing/Implementation: Prior to the initiation of construction activities for South Boundary Road.

Enforcement/Monitoring:FORA.

MM-4 The proposed action/project shall comply with the conditions in the 2005 USFWS Biological Opinion, *Cleanup and Reuse of Former Fort Ord, Monterey County, California, as it affects California Tiger Salamander and Critical Habitat for Contra Costa Goldfields*, issued to the U.S. Army by the USFWS and the Memorandum of Agreement Regarding Endangered Species Act Enforcement of Development Restrictions on the Del Rey Oaks Portions of the Former Fort Ord, California. Only those conditions relevant to the project area would apply.

Timing/Implementation: Prior to the initiation of construction for the proposed action/project.

Enforcement/Monitoring:FORA

MM-5 No more than 30 days prior to ground disturbance or tree removal during the nesting season for local avian species (typically February 22 through August 1), FORA shall retain shall retain a qualified biologist to conduct a focused survey for active nests of special-status birds within and in the vicinity of the project area (up to 200 feet and no less than 100-feet outside project boundaries, where possible). If active nests are found, trees/shrubs with nesting birds shall not be disturbed until abandoned by the birds or a qualified biologist deems disturbance potential to be minimal (in consultation with USFWS and/or CDFG, where appropriate). If applicable, tree removal shall be restricted to a period following fledging of chicks, which typically occurs between late July and early August. If active nests are located within the 100 feet (200 feet for raptors) of proposed construction activities, other restrictions may include establishment of exclusion zones (no ingress of personnel or equipment at a minimum radius of 100 feet or 200 feet, as appropriate, around the nest as confirmed by the

appropriate resource agency) or alteration of the construction schedule. Reference to this requirement and the MBTA shall be included in the construction specifications.

If construction activities or tree removal are proposed to occur during the non-breeding season (August 2 – February 21), a survey is not required, no further studies are necessary, and no mitigation is required.

This mitigation measure may be superseded by the terms of the adopted HCP or take permit.

Timing/Implementation: Prior to the initiation of construction for the proposed action/project.

Enforcement/Monitoring: FORA.

MM-6a FORA shall contract with a Registered Professional Forester or Certified Arborist to assist in field adjustments of tree removal and to prepare a tree removal plan, to support a tree removal permit or application, for the proposed action/project after the proposed improvements have been staked in the field. The tree removal plan shall accompany the arborist survey as described under mitigation measures **MM-6c** and **MM-6d** below. The tree removal plan shall indicate:

- the location of each protected tree to be removed for grading and/or construction;
- the location of trees that are proposed for relocation; the location of protected trees that are located adjacent to grading and/or construction limits (i.e. within 20 feet); and
- that all oak trees which require pruning, are pruned by a Certified Arborist prior to initiation of construction activities.

Timing/Implementation: Prior to commencement of construction activities.

Enforcement/Monitoring: FORA and the Cities of Seaside, Del Rey Oaks and Monterey and Monterey County, as applicable.

MM-6b Any tree or groups of trees to be retained shall be fenced with a four-foot high brightly colored synthetic fence at the outermost edge of the critical root zone. The critical root zone will be measured from the dripline radius taken from the tree trunk to the tip of the farthest reaching branch as determined by a Certified Arborist or Registered Professional Forrester. The fencing shall remain in place until all construction activities are complete. Trenching, grading, soil compaction, parking of vehicles or heavy equipment,

stockpiling of construction materials, and/or dumping of materials will not be allowed within the critical root zone.

Timing/Implementation: Prior to commencement of construction activities.

Enforcement/Monitoring: FORA and the Cities of Seaside, Del Rey Oaks and Monterey and Monterey County, as applicable.

MM-6c Within the Gigling Road improvement area, FORA shall contract with a Registered Professional Forester or Certified Arborist to perform an arborist survey. The arborist survey shall include all trees with a height of 10 feet or more, or has a circumference of at least 20 inches measured at 24 inches above the ground pursuant to Section 8.54.020 of the *City of Seaside Municipal Code*. The survey shall also include landmark oak trees, which are defined as trees 24 inches or more in diameter when measured two feet above the ground, or trees which are visually significant, historically significant, or exemplary of their species.

FORA shall obtain a tree removal permit from the City of Seaside for all trees to be removed within the Gigling Road improvement area. Trees identified to be removed must be replaced at a 1:1 ratio with a minimum 5-gallon approved specimen tree of a species and in an approved location as stated under *City of Seaside Municipal Code Section 8.54.070*.

Timing/Implementation: Prior to commencement of construction activities within the Gigling Road improvement area.

Enforcement/Monitoring: City of Seaside; FORA.

MM-6d Within the South Boundary Road improvement area, FORA shall contract with a Registered Professional Forester or Certified Arborist to perform an arborist survey, which shall include:

- single trunk oaks greater six inches diameter (at two feet above the ground surface) or multi-trunk oaks with a circumference of any two trunks of at least 40 inches (at measured two feet above the root crown) pursuant to Section 12.16.020 of the *City of Del Rey Oaks Municipal Code*;
- any woody perennial plant that has a height of 30 feet or more, or has a circumference of 36 inches or more (at 24 inches above ground) pursuant to Section 12.16.020 of the *City of Del Rey Oaks Municipal Code*; and

- any tree greater than two inches in diameter (at four feet six inches above the natural grade) pursuant to Section 12.16.020 of the *City of Del Rey Oaks Municipal Code*.
- trees located on a vacant private parcel measuring more than two inches in diameter (at four feet six inches above the tree's natural grade) pursuant to Chapter 37 of the *City of Monterey Municipal Code*, and
- trees located on a private, developed parcel measuring more than six inches (at four feet six inches above the tree's natural grade) pursuant to Chapter 37 of the *City of Monterey Municipal Code*.

FORA shall obtain tree removal permits from the cities of Del Rey Oaks and Monterey for trees to be removed within the South Boundary Road improvement area. All protected trees impacted within the City of Del Rey Oaks will be mitigated in accordance with Section 12.16.050.D of the *City of Del Rey Oaks Municipal Code*. All protected trees impacted within the City of Monterey will be mitigated in accordance with Section 37-11 of the *City of Monterey Municipal Code*.

Timing/Implementation: Prior to the commencement of construction activities within the South Boundary improvement area.

Enforcement/Monitoring: Cities of Del Rey Oaks and Monterey; FORA.

Cultural Resources

MM-7 In the event that archaeological resources or human remains are discovered during construction, FORA will ensure that all work is stopped within 150 feet of the find until the find can be evaluated by a qualified, professional archaeologist in accordance with 36 CFR Part 800.13(b). In addition, the cultural resources coordinator at the Army Directorate of Environmental and Natural Resource Management (DENR) will be contacted. If the find is determined to be significant, appropriate mitigation measures will be implemented as recommended by the professional archaeologist and the U.S. Army.

Timing/Implementation: Prior to the commencement of construction activities within the project area.

Enforcement/Monitoring: Cities of Seaside, Del Rey Oaks, and Monterey; FORA.

Geology and Soils

MM-8 FORA shall ensure that the recommendations provided within the *Geotechnical Investigation for Gigling and South Boundary Road Improvement Seaside, California* prepared by Pacific Crest Engineering, Incorporated in October 2007 are incorporated into the final improvement plans. These recommendations include, but are limited to site preparation and grading; cut and fill slopes; new pavement section and overlay designs; utility trenches; lateral pressures; and surface drainage.

Timing/Implementation: Prior to final plan approval.

Monitoring/Reporting: FORA.

MM-9 A Storm Water pollution Prevention Plan (SWPPP) shall be prepared and reviewed for approval by FORA, the cities of Seaside, Del Rey Oaks, and Monterey, and/or the United States Army, as applicable. The erosion control plan shall be included in construction documents for the proposed action/project and shall be implemented during and periodically following construction. Erosion control measures shall include, but shall not be limited to the following:

- Limit disturbance of soils and vegetation to the minimum necessary for access and construction;
- Confine all vehicular traffic associated with construction to the right-of-way of designated access roads;
- Adhere to construction schedules designed to avoid periods of heavy precipitation or high winds;
- Ensure that all exposed soil is provided with temporary drainage and soil protection when construction activity is shut down during the winter periods;
- Inform construction personnel prior to construction and periodically during construction activities of environmental concerns, pertinent laws and regulations, and elements of the proposed erosion control measures; and
- Plant the finished ground surface with ground cover and continually maintain.

Timing/Implementation: Prior to commencement of grading activity.

Monitoring/Reporting: Cities of Seaside, Del Rey Oaks and Monterey; FORA.

Hazardous Materials

MM-10a FORA shall obtain formal approval from the U.S. Army, U.S. EPA, and the California Department of Toxic Substances and Control (DTSC) that the proposed construction areas including storage, grading, and transport areas are free of Munitions and Explosives of Concern (MEC) within a safe distance of said activities as approved by the U.S. Army, U.S. EPA and the DTSC.

Timing/Implementation: Prior to any grading or construction activity within the project area.

Monitoring/Reporting: FORA, U.S. Army, U.S. EPA and DTSC.

MM-10b Bid documents and construction plans and documents are to include a requirement that before construction activities commence on the project, construction supervisors and crews will attend a U.S. Army sponsored munitions and explosives of concern (MEC) safety briefing. This briefing will identify the variety of MEC that may exist within the project area and describe the actions to be taken if a suspicious item is discovered during construction activities. In the event that MEC or other suspicious materials are found within the project area, the contractor will stop work immediately and contact the U.S. Army Environmental office. Under no circumstance will anyone be allowed to handle MEC or other suspicious material.

Timing/Implementation: Prior to issuance of bid and/or construction documents.

Monitoring/Reporting: FORA and the U.S. Army.

Hydrology

MM-11 FORA shall obtain a National Pollution Discharge Elimination Systems Program General Construction Permit from the State Water Resources Control Board (SWRCB) as required by the Federal Clean Water Act. FORA shall comply with all the provisions of the permit including the use of best management practices and preparation of and compliance with a storm water pollution prevention program (SWPPP).

Timing/Implementation: Prior to construction activities.

Monitoring/Reporting: FORA and RWQCB.

Noise

MM-12a FORA shall limit noise generated by construction operations by putting the following language on final improvement plans for the proposed action/project: "Noise generating activities (excluding activities that would result in a safety concern to the public or construction workers) are limited to Monday through Friday between 7:00 A.M. and 7:00 P.M."

Timing/Implementation: During the course of construction.

Monitoring/Reporting: FORA; Cities of Seaside, Del Rey Oaks, and Monterey.

MM-12b FORA shall limit noise generated by construction operations by implementing the following:

- Construction equipment and equipment staging areas shall be located at the furthest distance possible from nearby noise-sensitive land uses.
- Construction equipment shall be properly maintained and equipped with noise-reduction intake and exhaust mufflers and engine shrouds, in accordance with manufacturers' recommendations. Equipment engine shrouds shall be closed during equipment operation.
- When not in use, motorized construction equipment shall not be left idling.

Timing/Implementation: During the course of construction.

Monitoring/Reporting: FORA; Cities of Seaside, Del Rey Oaks, and Monterey.

Transportation

MM-13 Improvement plan shall be submitted to Monterey-Salinas Transit for review and approval of bus stop configurations to ensure that they are consistent with the *Designing for Transit* guidelines.

Timing/Implementation: Prior to final approval of improvement plans.

Monitoring/Reporting: FORA/MST.

MITIGATION MONITORING & REPORTING PROGRAM

FOR

THE SOUTH BOUNDARY ROAD/GIGLING ROAD
IMPROVEMENT PROJECT

STATE CLEARINGHOUSE NUMBER:2010051089

FORT ORD REUSE AUTHORITY
100-12TH STREET, BLDG. 2880
MARINA, CA 93933
CONTACT: JAMES ARNOLD, SENIOR PROJECT MANAGER
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JULY 2010

MITIGATION MONITORING AND REPORTING PROGRAM

PROGRAM CONTENTS

This mitigation monitoring and reporting program includes a brief discussion of the legal basis and purpose of the mitigation monitoring and reporting program, a key to understanding the monitoring matrix, and the mitigation monitoring and reporting matrix itself.

LEGAL BASIS AND PURPOSE OF THE MITIGATION MONITORING PROGRAM

Public Resource Code (PRC) 21081.6 requires public agencies to adopt mitigation monitoring or reporting programs whenever certifying an environmental impact report or mitigated negative declaration. This requirement facilitates implementation of all mitigation measures adopted through the California Environmental Quality Act (CEQA) process.

The Governor's Office of Planning and Research advisory publication, *Tracking CEQA Mitigation Measures*, provides local governments basic information and practical advice concerning compliance with mitigation monitoring and reporting programs. Correspondingly, this document incorporates the suggestions contained within the advisory publication and from research on similar monitoring programs.

MONITORING MATRIX

The following pages provide a series of tables identifying the mitigation measures proposed specifically for the proposed action/project. These mitigation measures are derived from the South Boundary Road/Gigling Road Improvement Project Initial Study (IS) and Environmental Assessment (EA). The columns within the tables have the following meanings:

Mitigation Measure:	Provides the text of the Mitigation Measure identified in the Environmental Document.
Responsible Agency/Department:	References the public agency (Fort Ord Reuse Authority) and/or any other agency which coordination is required to satisfy the identified mitigation measure. The agencies listed are responsible for clearing the mitigation measure.
Monitoring/Reporting	Identifies by whom the monitoring or reporting

*South Boundary Road/Gigling Road Improvement Project
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MITIGATION MONITORING AND REPORTING PROGRAM

Done By: will be done, which may include the lead agency, applicant, applicant's consultant, or contractor, depending upon the measure.

Timing/Frequency: Identifies at what point in time, review process or phase of the project the measure will be completed. Timing of implementation may be a single event, or period monitoring pursuant to a monitoring schedule.

Final Clearance These columns will be initialed and dated by the individual

Date: designated to verify adherence to project specific mitigation.

Comments: This column is reserved for any additional explanation or notes made during compliance monitoring, if necessary.

The Mitigation Measures in the matrix represent the final version of the measures adopted by the FORA Board and considered and reviewed by the U.S. Department of the Army.

NONCOMPLIANCE

Any person or agency may file a complaint asserting noncompliance with the mitigation measures associated with the project. The complaint shall be directed to the Fort Ord Reuse Authority (FORA) in written form providing specific information on the asserted violation. The agency shall initiate an investigation and determine the validity of the complaint; if noncompliance with a mitigation measure has occurred, the agency shall initiate appropriate actions to remedy any violation. The complainant shall receive written confirmation indicating the results of the investigation or the final action corresponding to the particular noncompliance issue.

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Mitigation Number	Mitigation Measure	Responsible Agency or Department	Monitoring/ Reporting Done By	Timing and Frequency	Final Clearance Date	Comments
AESTHETICS						
MM-1	Prior to final plan approval, FORA shall prepare detailed lighting plans indicating the locations and type of fixtures to be used and demonstrating that exterior lighting maintains acceptable non-intrusive levels. Lighting plans shall also incorporate baffles and lens cut-offs to direct lighting downward and to minimize the unwanted spillover of light. All external lighting shall be noted on final improvement plans prior to implementation of the proposed action/project.	FORA	FORA	Prior to the final plan approval.		
AIR QUALITY						
MM-2	FORA shall include a dust control plan in all construction documents for the proposed action/project. If any debris or soil is to be removed from the project area, the debris and soil shall be covered while in transit to avoid safety hazards. In addition, grading shall be limited to 2.2 acres per day during grading/excavation efforts. a) Limit the hours of operation consistent with related noise restrictions; b) Utilize gasoline-powered equipment whenever an equipment choice is available; c) Use PuriNOx emulsified diesel fuel in existing engines;	FORA	FORA	Prior to final plan approval.		

MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Number	Mitigation Measure	Responsible Agency or Department	Monitoring/ Reporting Done By	Timing and Frequency	Final Clearance Date	Comments
	<p>d) Repower and utilize heavy equipment with current standard diesel technology or CNG/LNG technology; and</p> <p>e) Demonstrate on construction documents how construction phasing and equipment programming will comply with County policies and BACMs identified by the Air District.</p>					
BIOLOGICAL RESOURCES						
MM-3a	<p>Construction activities within the South Boundary Road improvement area shall be restricted or phased as necessary to avoid disturbance of the listed plant populations. Avoidance measures include fencing of the population(s) prior to construction to ensure no ingress of personnel or equipment at a minimum radius of 20 feet around a rare plant population and construction monitoring by a qualified biologist. Avoidance areas shall be identified on project plans. Silt fencing and other Best Management Practices (BMPs) shall be used to ensure that the hydrology surrounding the population is not affected by construction activities. In order to ensure viability, trees or shrubbery surrounding the rare plant populations must not be removed. There are three mitigation strategies available to FORA at the given time: 1)</p>	FORA	FORA	Prior to the initiation of construction activities for South Boundary Road improvements.		

MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Number	Mitigation Measure	Responsible Agency or Department	Monitoring/Reporting Done By	Timing and Frequency	Final Clearance Date	Comments
	<p>Delay construction until the HCP is adopted; 2) Phase construction to avoid the take of species until the HCP is adopted; or 3) obtain a 2081 permit for the take of species. Upon adoption of the Fort Ord HCP and/or issuance of a take permit (2081) for listed plant species by the USFWS/CDFG, the project proponent may take the species given the stipulations of the take permit or adopted HCP. If listed plants cannot be avoided, the following mitigation measures shall apply:</p> <p>All efforts must be made to salvage portions of the habitat or plant populations that will be lost as a result of implementation of the proposed action/project by transplanting the plants that would be adversely affected by the proposed action/project for either re-establishment after construction is complete or for planting in a new area in appropriate habitat. A propagation program must be developed for the salvage and transfer of rare, threatened, or endangered plant populations from the project area before the initiation of construction activities. Permits may be required from the CDFG or USFWS, which will ensure that certified biologists are involved in the propagation and transport of rare,</p>					

MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Number	Mitigation Measure	Responsible Agency or Department	Monitoring/ Reporting Done By	Timing and Frequency	Final Clearance Date	Comments
MM-3b	<p>threatened, or endangered plant species. (Note: Propagation methods for the salvaged plant population must be developed on a case-by-case basis and must include the involvement of local conservation easements/ preserves/ open space, where applicable). The propagation and transfer of individual plant species must be performed at the correct time of year and successfully completed before the commencement of the project's construction activities eliminate or disturb the plants and habitats of concern. This mitigation measure may be superseded by the terms of the adopted HCP or take permit.</p> <p>FORA shall retain a qualified biologist to perform focused surveys to determine the presence/absence of Hickman's onion and Santa Cruz microseris within and adjacent to (within 20 feet, where appropriate) the South Boundary improvement area (project footprint). These surveys must be conducted in accordance with CDFG approved guidelines for conducting field surveys. Field surveys must be scheduled to coincide with known flowering periods, and/or during periods of phonological development that are necessary to identify the plant species of concern. If</p>	FORA	FORA/ City of Del Rey Oaks / CDFG	Prior to the initiation of construction for activities for South Boundary Road.		

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Mitigation Number	Mitigation Measure	Responsible Agency or Department	Monitoring/ Reporting Done By	Timing and Frequency	Final Clearance Date	Comments
	<p>no special-status plant species are found, then no further mitigation is necessary.</p> <p>If these special-status plant species are found within or adjacent to (within 20 feet) the South Boundary improvement area during the surveys, these plant species must be avoided to the extent possible. Avoidance measures include fencing of the population(s) before construction to ensure no ingress of personnel or equipment at a minimum radius of 20 feet around a rare plant population and construction monitoring by a qualified biologist. Avoidance areas must be identified on project plans. Implementation of silt fencing and other BMPs must ensure that the hydrology surrounding the population is not affected by project construction. In addition, trees or shrubbery surrounding the rare plant populations must not be removed to ensure that sunlight/shade that may affect the viability is not changed. If these special-status plants cannot be avoided, the following shall apply:</p> <p>Before the approval of grading plans or any ground breaking activity within the project area, FORA must submit a mitigation plan concurrently to CDFG</p>					

MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Number	Mitigation Measure	Responsible Agency or Department	Monitoring/ Reporting Done By	Timing and Frequency	Final Clearance Date	Comments
	<p>and USFWS (if appropriate) for review and comment, and FORA may consult with these entities before approval of the mitigation plan. Mitigation measures for directly affected population(s) must be included in the mitigation plan. Possible mitigation for directly impacted population(s) includes implementation of a program to transplant, salvage, cultivate, or re-establish the species at suitable sites (if feasible). The mitigation ratio for directly impacted plant species must be at a minimum ratio of 2:1 (two plants for every one impacted). However, the actual level of mitigation may vary depending on the sensitivity of the species (its rarity or endangerment status), its prevalence in the area, and the current state of knowledge about overall population trends and threats to its survival. Alternatively, replacement credits may be purchased by FORA at an approved mitigation bank should such credits be available. Any special-status plant species that are identified adjacent to the project area, but not proposed to be disturbed by the proposed action/project, must be protected by barrier fencing to ensure that construction activities and material stockpiles do not impact any special-status plant species. These avoidance</p>					

MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Number	Mitigation Measure	Responsible Agency or Department	Monitoring/Reporting Done By	Timing and Frequency	Final Clearance Date	Comments
MM-4	<p>areas must be identified on project plans. This mitigation measure may be superseded by the terms of the adopted HCP or take permit.</p> <p>The proposed action/project shall comply with the conditions in the 2005 USFWS Biological Opinion, Cleanup and Reuse of Former Fort Ord, Monterey County, California, as it affects California Tiger Salamander and Critical Habitat for Contra Costa Goldfields, issued to the U.S. Army by the USFWS and the Memorandum of Agreement Regarding Endangered Species Act Enforcement of Development Restrictions on the Del Rey Oaks Portions of the Former Fort Ord, California. Only those conditions relevant to the project area would apply.</p>	FORA	FORA	Prior to the initiation of construction for the proposed action/project.		
MM-5	<p>No more than 30 days prior to ground disturbance or tree removal during the nesting season for local avian species (typically February 22 through August 1), FORA shall retain a qualified biologist to conduct a focused survey for active nests of special-status birds within and in the vicinity of the project area (up to 200 feet and no less than 100-feet outside project boundaries, where possible). If active nests are found, trees/shrubs with nesting birds shall not be disturbed until abandoned by the</p>	FORA	FORA	Prior to the initiation of construction for the proposed action/project.		

MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Number	Mitigation Measure	Responsible Agency or Department	Monitoring/ Reporting Done By	Timing and Frequency	Final Clearance Date	Comments
MM-6a	<p>birds or a qualified biologist deems disturbance potential to be minimal (in consultation with USFWS and/or CDFG, where appropriate). If applicable, tree removal shall be restricted to a period following fledging of chicks, which typically occurs between late July and early August. If active nests are located within the 100 feet (200 feet for raptors) of proposed construction activities, other restrictions may include establishment of exclusion zones (no ingress of personnel or equipment at a minimum radius of 100 feet or 200 feet, as appropriate, around the nest as confirmed by the appropriate resource agency) or alteration of the construction schedule. Reference to this requirement and the MBTA shall be included in the construction specifications.</p> <p>If construction activities or tree removal are proposed to occur during the non-breeding season (August 2 – February 21), a survey is not required, no further studies are necessary, and no mitigation is required. This mitigation measure may be superseded by the terms of the adopted HCP or take permit.</p> <p>FORA shall contract with a Registered Professional Forester or Certified Arborist to assist in field adjustments of tree removal and to prepare a tree removal</p>	FORA	FORA / Cities of Seaside, Del Rey Oaks	Prior to commencement of construction activities.		

MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Number	Mitigation Measure	Responsible Agency or Department	Monitoring/ Reporting Done By	Timing and Frequency	Final Clearance Date	Comments
	<p>plan, to support a tree removal permit or application, for the proposed action/project after the proposed improvements have been staked in the field. The tree removal plan shall accompany the arborist survey as described under mitigation measures MM-6c and MM-6d below. The tree removal plan shall indicate:</p> <ul style="list-style-type: none"> the location of each protected tree to be removed for grading and/or construction; the location of trees that are proposed for relocation; the location of protected trees that are located adjacent to grading and/or construction limits (i.e. within 20 feet); and will indicate that all oak trees which require pruning, are pruned by a Certified Arborist prior to initiation of construction activities. 		and Monterey and Monterey County, as applicable			
MM-6b	<p>Any tree or groups of trees to be retained shall be fenced with a four-foot high brightly colored synthetic fence at the outermost edge of the critical root zone. The critical root zone will be measured from the dripline radius taken from the tree trunk to the tip of the farthest reaching branch as determined by a Certified Arborist or Registered Professional Forester. The fencing shall remain in place until all construction</p>	FORA	FORA / Cities of Seaside, Del Rey Oaks and Monterey and Monterey County, as applicable.	Prior to commencement of construction activities.		

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Mitigation Number	Mitigation Measure	Responsible Agency or Department	Monitoring/ Reporting Done By	Timing and Frequency	Final Clearance Date	Comments
MM-6C	<p>activities are complete. Trenching, grading, soil compaction, parking of vehicles or heavy equipment, stockpiling of construction materials, and/or dumping of materials will not be allowed within the critical root zone.</p> <p>Within the Gigling Road improvement area, FORA shall contract with a Registered Professional Forester or Certified Arborist to perform an arborist survey. The arborist survey shall include all trees with a height of 10 feet or more, or has a circumference of at least 20 inches measured at 24 inches above the ground pursuant to Section 8.54.020 of the City of Seaside Municipal Code. The survey shall also include landmark oak trees, which are defined as trees 24 inches or more in diameter when measured two feet above the ground, or trees which are visually significant, historically significant, or exemplary of their species.</p> <p>FORA shall obtain a tree removal permit from the City of Seaside for all trees to be removed within the Gigling Road improvement area. Trees identified to be removed must be replaced at a 1:1 ratio with a minimum 5-gallon approved specimen tree of a species and in an approved location as stated under City of Seaside Municipal Code Section</p>	FORA	FORA/ City Seaside	Prior to commencement of construction activities within the Gigling Road improvement area.		

MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Number	Mitigation Measure	Responsible Agency or Department	Monitoring/ Reporting Done By	Timing and Frequency	Final Clearance Date	Comments
MM-6d	<p>8.54.070.</p> <p>Within the South Boundary Road improvement area, FORA shall contract with a Registered Professional Forester or Certified Arborist to perform an arborist survey, which shall include:</p> <ul style="list-style-type: none"> • single trunk oaks greater six inches diameter (at two feet above the ground surface) or multi-trunk oaks with a circumference of any two trunks of at least 40 inches (at measured two feet above the root crown) pursuant to Section 12.16.020 of the City of Del Rey Oaks Municipal Code; • any woody perennial plant that has a height of 30 feet or more, or has a circumference of 36 inches or more (at 24 inches above ground) pursuant to Section 12.16.020 of the City of Del Rey Oaks Municipal Code; and • any tree greater than two inches in diameter (at four feet six inches above the natural grade) pursuant to Section 12.16.020 of the City of Del Rey Oaks Municipal Code. <ul style="list-style-type: none"> • trees located on a vacant private parcel measuring more than two inches in diameter (at four feet six inches above the tree's natural grade) pursuant to Chapter 37 of the City of Monterey Municipal Code, and • trees located on a private, 	FORA	FORA / Cities of Del Rey Oaks and Monterey.	Prior to the commencement of construction activities within the South Boundary improvement area.		

MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Number	Mitigation Measure	Responsible Agency or Department	Monitoring/ Reporting Done By	Timing and Frequency	Final Clearance Date	Comments
	<p>developed parcel measuring more than six inches (at four feet six inches above the tree's natural grade) pursuant to Chapter 37 of the City of Monterey Municipal Code.</p> <p>FORA shall obtain tree removal permits from the cities of Del Rey Oaks and Monterey for trees to be removed within the South Boundary Road improvement area. All protected trees impacted within the City of Del Rey Oaks will be mitigated in accordance with Section 12.16.050.D of the City of Del Rey Oaks Municipal Code. All protected trees impacted within the City of Monterey will be mitigated in accordance with Section 37-11 of the City of Monterey Municipal Code.</p>					
CULTURAL RESOURCES						
MM-7	<p>In the event that archaeological resources or human remains are discovered during construction, FORA will ensure that all work is stopped within 150 feet of the find until the find can be evaluated by a qualified, professional archaeologist in accordance with 36 CFR Part 800.13(b). In addition, the cultural resources coordinator at the Army Directorate of Environmental and Natural Resource Management (DENR) will be contacted. If the find is determined to be significant,</p>	FORA	FORA/ Cities of Seaside, Del Rey Oaks, and Monterey.	Prior to the commencement of construction activities within the project area.		

MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Number	Mitigation Measure	Responsible Agency or Department	Monitoring/Reporting Done By	Timing and Frequency	Final Clearance Date	Comments
	appropriate mitigation measures will be implemented as recommended by the professional archaeologist and the U.S. Army.					
GEOLOGY AND SOILS						
MM-8	FORA shall ensure that the recommendations provided within the Geotechnical Investigation for Gigling and South Boundary Road Improvement Seaside, California prepared by Pacific Crest Engineering, Incorporated in October 2007 are incorporated into the final improvement plans. These recommendations include, but are limited to site preparation and grading; cut and fill slopes; new pavement section and overlay designs; utility trenches; lateral pressures; and surface drainage.	FORA	FORA	Prior to final plan approval.		
MM-9	A Storm Water Pollution Prevention Plan (SWPPP) shall be prepared and reviewed for approval by FORA, the cities of Seaside, Del Rey Oaks, and Monterey, and/or the United States Army, as applicable. The erosion control plan shall be included in construction documents for the proposed action/project and shall be implemented during and periodically following construction. Erosion control measures shall include, but shall not be limited to the following:	FORA	FORA / Cities of Seaside, Del Rey Oaks and Monterey.	Prior to commencement of grading activity		

MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Number	Mitigation Measure	Responsible Agency or Department	Monitoring/ Reporting Done By	Timing and Frequency	Final Clearance Date	Comments
	<ul style="list-style-type: none"> • Limit disturbance of soils and vegetation to the minimum necessary for access and construction; • Confine all vehicular traffic associated with construction to the right-of-way of designated access roads; • Adhere to construction schedules designed to avoid periods of heavy precipitation or high winds; • Ensure that all exposed soil is provided with temporary drainage and soil protection when construction activity is shut down during the winter periods; • Inform construction personnel prior to construction and periodically during construction activities of environmental concerns, pertinent laws and regulations, and elements of the proposed erosion control measures; and • Plant the finished ground surface with ground cover and continually maintain. 					
HAZARDS AND HAZARDOUS MATERIALS						
MM-10a	FORA shall obtain formal approval from the U.S. Army, U.S. EPA, and the California Department of Toxic Substances and Control (DTSC) that the proposed construction areas including storage, grading, and transport areas are free of Munitions and Explosives of Concern (MEC) within a safe distance of said activities as approved by the U.S.	FORA	FORA / U.S. EPA / U.S. Army / DTSC	Prior to any grading or construction activity within the project area.		

MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Number	Mitigation Measure	Responsible Agency or Department	Monitoring/Reporting Done By	Timing and Frequency	Final Clearance Date	Comments
MM-10b	<p>Army, U.S. EPA and the DTSC. Bid documents and construction plans and documents are to include a requirement that before construction activities commence on the project, construction supervisors and crews will attend a U.S. Army sponsored munitions and explosives of concern (MEC) safety briefing. This briefing will identify the variety of MEC that may exist within the project area and describe the actions to be taken if a suspicious item is discovered during construction activities. In the event that MEC or other suspicious materials are found within the project area, the contractor will stop work immediately and contact the U.S. Army Environmental office. Under no circumstance will anyone be allowed to handle MEC or other suspicious material.</p>	FORA	FORA / U.S. Army	Prior to issuance of bid and/or construction documents.		
HYDROLOGY AND WATER QUALITY						
MM-11	<p>FORA shall obtain a National Pollution Discharge Elimination Systems Program General Construction Permit from the State Water Resources Control Board (SWRCB) as required by the Federal Clean Water Act. FORA shall comply with all the provisions of the permit including the use of best management practices and preparation of and compliance with a storm water pollution prevention program (SWPPP).</p>	FOR A	FORA / RWQCB	Prior to construction activities.		

MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Number	Mitigation Measure	Responsible Agency or Department	Monitoring/ Reporting Done By	Timing and Frequency	Final Clearance Date	Comments
NOISE						
MM-12a	FORA shall limit noise generated by construction operations by putting the following language on final improvement plans for the proposed action/project: "Noise generating activities (excluding activities that would result in a safety concern to the public or construction workers) are limited to Monday through Friday between 7:00 A.M. and 7:00 P.M."	FORA	FORA / Cities of Seaside, Del Rey Oaks, and Monterey.	During the course of construction		
MM-12b	FORA shall limit noise generated by construction operations by implementing the following: <ul style="list-style-type: none"> • Construction equipment and equipment staging areas shall be located at the furthest distance possible from nearby noise-sensitive land uses. • Construction equipment shall be properly maintained and equipped with noise-reduction intake and exhaust mufflers and engine shrouds, in accordance with manufacturers' recommendations. Equipment engine shrouds shall be closed during equipment operation. • When not in use, motorized construction equipment shall not be left idling. 	FORA	FORA / Cities of Seaside, Del Rey Oaks, and Monterey.	During the course of construction.		
TRANSPORTATION						
MM-13	Improvement plan shall be submitted to Monterey-Salinas Transit for review and	FORA	FORA / MST	Prior to approval	final of	

MITIGATION MONITORING AND REPORTING PROGRAM

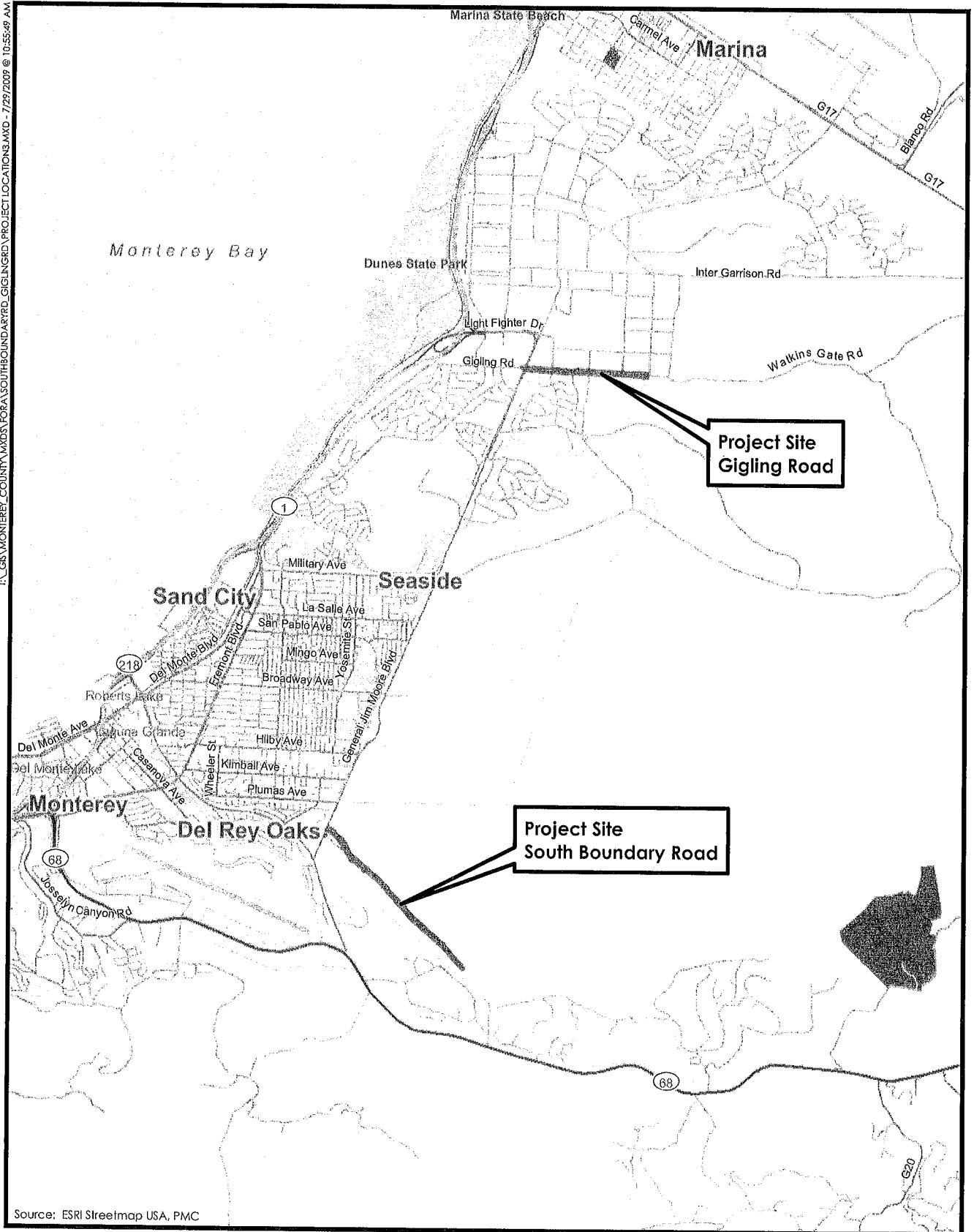
Mitigation Number	Mitigation Measure	Responsible Agency or Department	Monitoring/ Reporting Done By	Timing and Frequency	Final Clearance Date	Comments
	approval of bus stop configurations to ensure that they are consistent with the <i>Designing for Transit</i> guidelines.			improvement plans.		

Project Findings

The FORA Board of Directors makes the following findings:

1. The proposed improvements along Gigling Road and South Boundary Road were identified in the circulation element of the *Fort Ord Reuse Plan* (adopted by the Fort Ord Reuse Authority in June 1997) (*BRP*)
2. The proposed improvements along Gigling Road and South Boundary Road reflect the planned roadway configurations in the *Fort Ord Reuse Plan's – Capital Improvement Program (CIP)* (adopted by the Fort Ord Reuse Authority in June 2001).
3. The proposed improvements are consistent with the Transportation Agency of Monterey County's (TAMC) *2005 Regional Transportation Plan* (Projects MYC095, FRA018, and FRA027) and recently adopted *2010 Regional Transportation Plan* (Projects: MYC 090, DRO003, and SEA023).
4. The proposed improvements along South Boundary Road were identified in the *City of Del Rey Oaks General Plan* (Page 38, Policy C-11, and Programs 15, 16, and 17).
5. The proposed improvements along Gigling Road were identified in the *City of Seaside General Plan* (Implementation Plan C-1.4.1: Planned Improvement B6).
6. The proposed improvements are consistent with Policies c.13.2 and c.15 of the *City of Monterey General Plan*.
7. The proposed improvements to South Boundary Road and Gigling Road are considered mitigation for the cumulative development on the former Fort Ord and their construction is consistent with the requirements of the *FORA Fort Ord Base Reuse Plan*.
8. The proposed improvements to South Boundary Road and Gigling Road would not violate the general health, safety, and welfare of the residents of the cities of Seaside, Del Rey Oaks and Monterey, the future users of these roadways, and the community at large.

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Source: ESRI Streetmap USA, PMC

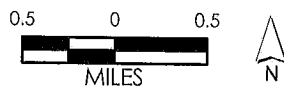


Exhibit E
To Item 3b
FORA Board Meeting, August 13, 2010

Figure 2
Project Location Map



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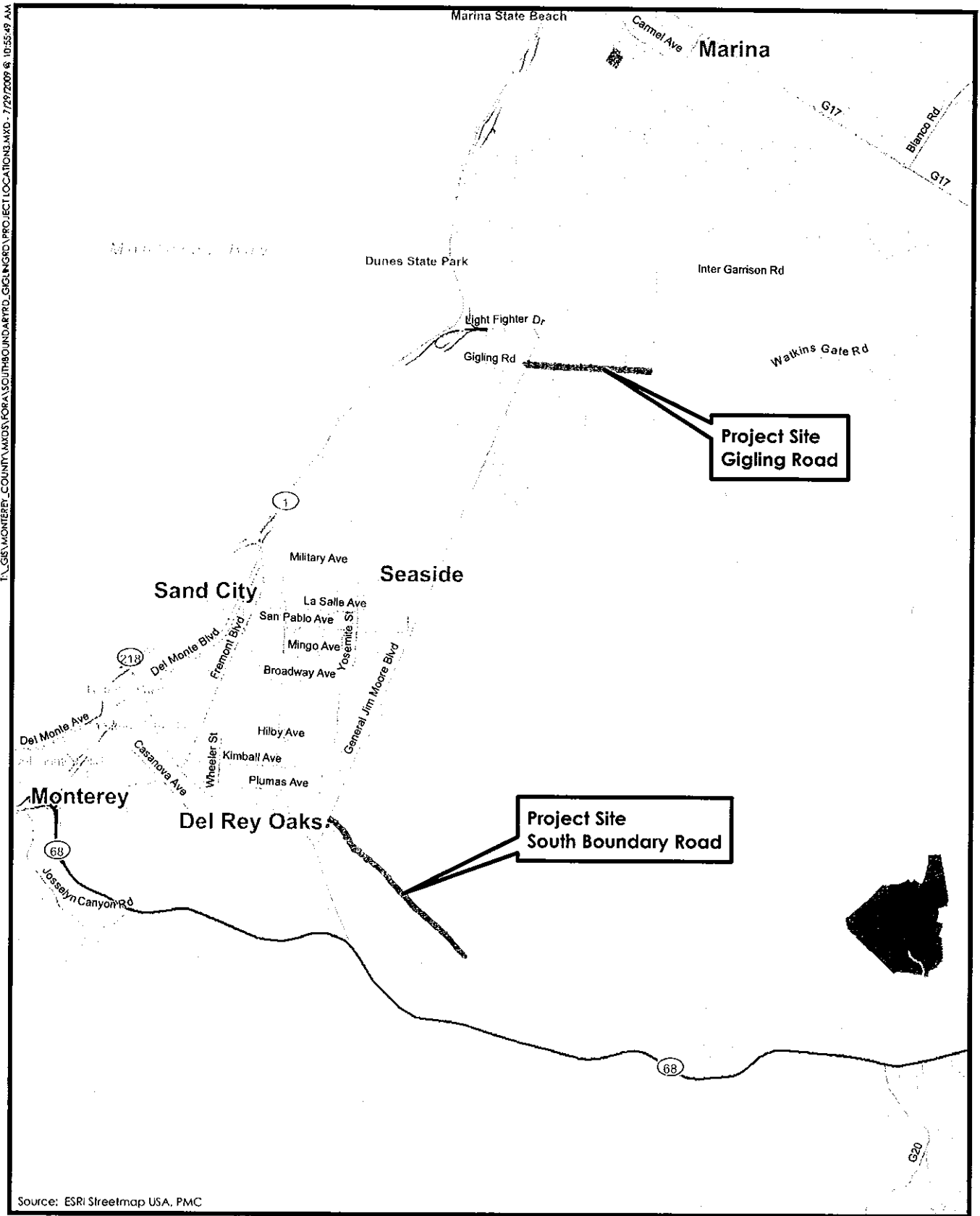


Figure 2
Project Location Map
PMC

Exhibit E
To Item 3b
FORA Board Meeting, August 13, 2010

California Native Plant Society

July 1, 1999

Mr. Michael A. Houlemard, Jr., Executive Officer
Fort Ord Reuse Authority
100 12th St., Bldg. 2880
Marina, CA 93933

Mayor Jack D. Barlich, Mayor
City of Del Rey Oaks
650 Canyon Del Rey Road
Del Rey Oaks, CA

SUBJECT: Modification of Agreement among California Native Plant Society (CNPS), the Fort Ord Reuse Authority (FORA), and the City Of Del Rey Oaks (DRO)

This letter summarizes the June 21, 1999 renegotiation of the April, 1998 agreement (copy attached) among representatives of CNPS, FORA and DRO, regarding the road widening project that impinges on Plant Reserve #1 at the former Fort Ord (Project). Based upon the field trip to the Project site conducted on June 21, 1999 by representatives of the parties and the parties subsequent discussions, the parties agree as follows:

- a) The modifications herein to the letter agreement noted above pertain to the area adjacent to the intersection of North-South Rd. and South Boundary Rd. More particularly, it is the area to the east of North-South Rd. (on the northeasterly side of the intersection) and to the north of South Boundary Rd.(on the northeasterly side of the intersection).
- b) The Project shall be constructed as shown on the enclosed map (identified as Exhibit A) with grading to be limited to the area designated as areas 1 and 2 on Exhibit A. It is expressly understood by the parties that the boundaries shown in Exhibit A are the renegotiated boundaries of the area to be preserved, agreed to by CNPS after FORA agreed to modify the intersection as described in paragraph c below.

FORA expressly agrees that the Project will not cause any removal of chaparral adjacent to the north side of South Boundary Rd.

- c) The areas shown as areas 2 and 3 on Exhibit A shall eventually be planted in a manner acceptable to CNPS, at FORA's expense, and maintained for at least five years with native plants such as CNPS-approved chaparral or other CNPS-approved plants on native type soil coming from area 1. If it is not possible for such plants to be planted so as to resist erosion by commencement of the 1999/2000 rainy season, FORA shall ensure that appropriate plantings or other protective measures (jute netting or temporary hydroseed, etc.) are put in place until the long-term planting occurs. That planting shall occur no later than prior to commencement of the 2000/2001 rainy season. All parties agree that it




Dedicated to the preservation of California native flora

is the intent of this agreement to preserve the appearance of native chaparral along the northeasterly side of the North-South Road intersection with South Boundary Road in the Project area.

- d) During construction of the Project, the existing fence along South Boundary Rd. shall be kept in place except if removal is necessary for construction purposes the fence shall be replaced by other appropriate temporary protective devices. Upon completion of the work along South Boundary Rd., the fence shall be installed in the location shown on Exhibit A.
- e) FORA agrees to provide to CNPS a videotape showing the areas and markers addressed by this agreement prior to implementation of the Project. This agreement to provide the videotape replaces the April, 1998 agreement by CNPS to document the area with photographs.
- f) Except as described herein, all provisions of the agreement dated April 22, 1998 attached hereto, not in conflict with this agreement, shall remain unchanged and in effect.

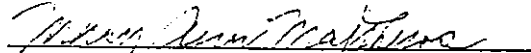
This summary of the parties' June 21, 1999 negotiation was originally drafted by FORA and DRO, then modified by CNPS, and subsequently agreed to by all parties. Thus, in the case of uncertainty as to its meaning, it shall not be interpreted against any one party. It may be executed in several counterparts, each of which shall be deemed an original.

Sincerely Yours,


 Rosemary Donlon, President

Enclosed: Exhibit A (map)

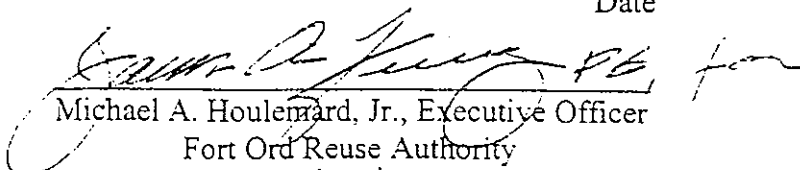
Signatures below constitute concurrence with the terms set forth above:


 Mary Ann Matthews, Conservation Chair
 California Native Plant Society

 Jack D. Barlich, Mayor
 City of Del Rey Oaks

Date

Date


 Michael A. Houlemard, Jr., Executive Officer
 Fort Ord Reuse Authority

3/4/99

 Date

Monterey Bay Chapter
California Native Plant Society

April 22, 1998

Fort Ord Reuse Authority
100 12th Street
Building 2880
Marina, CA 93933

This letter describes an agreement that CNPS offers to the City of Del Rey Oaks/FORA in regards to the road widening project that impinges on Plant Reserve #1 at Fort Ord. The plant reserve is protected by the December 1989 agreement between the Army and CNPS as mitigation for loss of habitat caused by construction. CNPS will accept the habitat loss in exchange for permanent protection of comparable habitat across South Boundary Road.

On previous field trips the representative of FORA and the City of Del Rey Oaks have agreed to minimize the area of maritime chaparral that will be removed by the proposed North South Road widening. The amount is estimated at 0.2 acres of chaparral. This number is approximate. The area affected contains the best example of maritime chaparral in the preserve.

The chapter agrees that preservation of a minimum of two acres of comparable maritime chaparral located approximately at the northeast corner of South Boundary Road and North-South Road, will compensate for the loss of chaparral, provided there is an adequate buffer to assure that golf course drainage will not impinge on the habitat, and that the area will be protected from fragmentation and degradation in perpetuity. The boundaries must avoid road widening that would affect the reserve. Any future widening which would effect the habitat, would require renegotiation of this agreement. In addition, no spraying or irrigation drainage should be directed towards the habitat area. No development would be permitted in the plant reserve.

If the plant reserve should be damaged in a manner contrary to the terms of this agreement, then the City of Del Rey Oaks, the developer, or successor owners will restore the area by replanting with site-specific plant materials to the original configuration. The area involved will be documented with photographs by CNPS and markers established by the City of Del Rey Oaks to assure that there is no misunderstanding about the location or condition of the preserved areas. If a disagreement arises on interpretation of this agreement, a mutually agreed upon consultant shall be engaged to resolve the dispute, with fees and costs paid one third by CNPS and two-thirds by the City (or one third each by the City and Developer). If the disputed issue is upheld

and work is required to rectify the problem, all required work and consultant time shall be paid by the City, and/or Developer, including CNPS's share of the initial consultation fee, and the work shall take place in the manner recommended by the consultant .

Sincerely Yours

Ronald L. Branson M.D.

Ronald L. Branson, M.D., President

Mary Ann Matthews

Mary Ann Matthews, Conservation Chair

Paul D. Barkel

City of Del Rey Oaks
April 22, 1998

Date

Richard D. Houlkaway

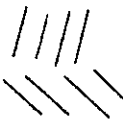
FORA Representative

April 23, 1998

Date

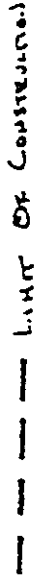
MODIFICATION OF AGREEMENT AMONG
CALIFORNIA NATIVE PLANTS SOCIETY,
THE FOREST ORP REUSE AUTHORITY,
AND THE CITY OF DEL REY OAKS

LEGEND

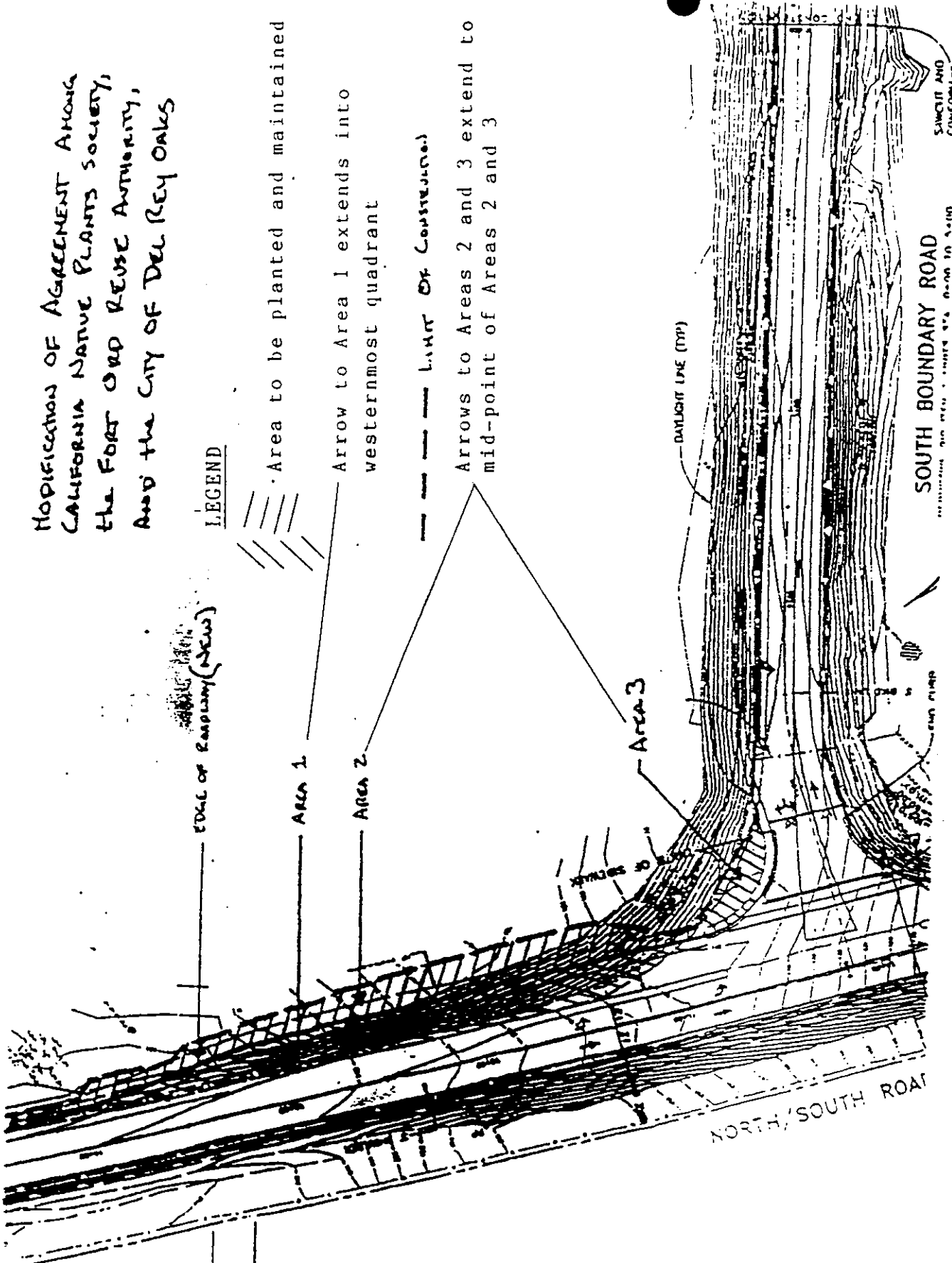


Area to be planted and maintained

Arrow to Area 1 extends into westernmost quadrant



Arrows to Areas 2 and 3 extend to mid-point of Areas 2 and 3



SOUTH BOUNDARY ROAD
CONVEYANCE TO AREA 1, AREA 2, AREA 3

Exhibit "A"

FORT ORD REUSE AUTHORITY BOARD REPORT

BUSINESS ITEMS

Subject:	General Engineering Services	
Meeting Date:	November 17, 2017	ACTION
Agenda Number:	6d	

RECOMMENDATION(S):

- i. Receive an update on Eucalyptus Road storm water repairs.
- ii. Approve Harris and Associates Service Work Order: H3 Eucalyptus Road Infiltrator Review and Repair Engineering and Support Services for \$160,235 (**Attachment A**)
- iii. Approve an on-call professional services contract with _____ for non-ESCA Munitions Response Coordination for \$_____ (**Attachment B**)

BACKGROUND:

The Fort Ord Reuse Authority (FORA) in coordination with, and with approvals from, the City of Seaside designed and built General Jim Moore Boulevard (GJMB) and Eucalyptus Road. Both roadways were constructed in phases as FORA revenues became available. A geotechnical study was completed by Pacific Crest Engineering as a part of the roadway design, which informed the project's Storm Water Pollution and Prevention Plan (SWPPP) prepared by Creegan and D'Angelo (C+D). The SWPPP was approved by the California Regional Storm-Water Control Board (RSWCB) and they have issued a General Permit (GP) for the construction of the storm water elements of the roadway. The Engineering Design and the SWPPP detailed on-site storage for environmental protection and to ensure ground water recharge. Infiltrators (underground cisterns filled with drain rock) were designated as the solution.

During Eucalyptus Road construction, rainwater entering the infiltrators created a high water pressure condition breaching the dirt covering the infiltrators, causing a partial road slope failure. In 2010, FORA implemented a fix for the infiltrator/slope failures by installing additional drain rock bedding and backfill. In 2012, shortly after the Eucalyptus Road construction was completed, the City of Seaside notified FORA of additional infiltrator/slope failures. FORA requested RSWCB keep their General Permit open until the infiltrators/slopes could be repaired. In 2014, the City of Seaside notified FORA that an infiltrator/slope failure root cause analysis was needed prior to their accepting GJMB/Eucalyptus ownership (transfer estimated 2019).

The infiltrator/slope failures must be resolved to: a) protect the environment, and b) close the RSWCB GP, and c) transfer GJMB/Eucalyptus Road to the City of Seaside. In 2017, FORA staff tasked BKF to perform a background document review. The resultant memorandum suggests numerous reasons for slope failure, with no one being attributable to a single factor. Additional engineering is needed to repair the failure.

Service Work Orders:

In it's regular October meeting, the FORA Board approved a contract with Harris and Associates and service work orders for Building Removal at Seaside's Surplus II (SWO-H1) and the Marina Stockade (SWO-H2).

Recommendation ii:

Staff is recommending the Board approve a third work order for Harris and Associates (SWO-H3) be added to the contract for Preliminary infiltrator/slope investigations, design, bid assistance, and engineering support services not to exceed \$160,235.

Munitions Response Coordinator:

It is critical for the FORA CIP to have access to adequate Munitions and Explosives of Concern (MEC) coordination services for the GJMB/Eucalyptus Road infiltrator/slope repair. The FORA CIP will require additional MEC coordination services to support the infiltrator/slope repair including integrating the MEC requirements into the Seaside excavation permit, repair bid documents, contracts, design work and coordinating the contractor's Un-Exploded Ordinance (UXO) Construction Support Plan and UXO Construction Support services.

GJMB/Eucalyptus roads are currently FORA-owned ESCA properties undergoing Army/Regulatory supervised munitions remediation. The engineering infiltrator/slope investigations at GJMB/Eucalyptus roads will require ground disturbing activities over 10 cubic yards triggering a Seaside excavation permit, UXO Safety Awareness Training, Army/Regulatory approval, UXO Construction Support Plan, and UXO Construction Support services. A MEC coordinator who understands the intricacies of UXO Construction Support is needed to coordinate agencies and the requisite documentation to support ground disturbing activities associated with the Capital Improvement Program. (CIP). Resources for this coordination work is not provided for under the Environmental Services Cooperative Agreement (ESCA) program.

FORA staff has openly solicited for qualifications of munitions response coordinators to assist in the planning and oversight of capital improvements abutting, or on, former Fort Ord Munitions Response Areas (MRA). Qualifications were received and evaluated with the top candidate being selected.

The Munitions Response Coordinator will not perform munitions removal, develop UXO Construction Support Plans or provide UXO Construction Support, as that is the responsibility of the Remediation contractor. A new Remedial Services Agreement (RSA) change order for ARCADIS to perform work on CIP projects, paid for from CIP funds, is anticipated once a solution for the infiltrator/slope failure is identified.

Recommendation iii:

Staff is recommending the Board approve an on-call professional services contract with _____ for non-ESCA Munitions Response Coordination for \$_____.

FISCAL IMPACT:

Reviewed by FORA Controller _____

Staff time for this item is included in the approved annual budget. The contract work order amounts are included in FY 2017-2018 Capital Improvement Program.

COORDINATION:

Authority Counsel, Administrative Committee

DRAFT

Prepared by _____ Reviewed by _____
Peter Said Jonathan Brinkman

Approved by _____
Michael A. Houlemard, Jr.

FORT ORD REUSE AUTHORITY
SERVICE WORK ORDER H3 (SWO-H3)

Attachment A to Item 6d.ii
FORA Board Meeting 11/17/17

SCOPE OF WORK FOR
EVALUATION OF INFILTRATION UNITS ON EUCALYPTUS ROAD

SCOPE OF SERVICES

Harris is pleased to present the following scope of engineering services to provide the Fort Ord Reuse Authority (FORA) an engineering report outlining recommendations on how to proceed with repair or replacement the stormwater infiltration units on Eucalyptus Road (see Figure 1). There are four areas along Eucalyptus Road with infiltration units.

The infiltration units were constructed as part of the 2011 General Jim Moore Boulevard Phase 5 Eucalyptus Road Phase 2 Project (Improvement Plans), prepared by Creegan+D'Angelo. The existing infiltration units are not performing to expectations since some have been filled with sediment, tops have cracked, and the units have caused failure of the adjacent fill slopes. A hydrology study will be performed to determine the quantity of runoff to be expected at each inlet. A design capture volume is dependent on the existing inlet capacities. The infiltration units will be sized for the design capture volume. Existing geotechnical information will be reviewed and recommendations for design changes will be provided in a letter.

Task 1.0 – Project Management

1.1 Kick Off Meeting

Harris will coordinate a project kick-off meeting with the FORA project stakeholders. Harris staff and appropriate sub-consultants will attend the meetings.

1.2 Progress Meetings (6)

We anticipate five progress meeting to discuss project status and results Harris will prepare agendas, coordinate meeting attendance, and issue meeting minutes to all Stakeholders. It is anticipated that most of the progress meetings will be teleconference and that there will be up to two (6) face-to-face meetings. Agendas will be submitted within five working days before each meeting and minutes will be submitted within five working days after each meeting.

1.3 Monthly Progress Reports

Harris will prepare and deliver monthly progress reports to the FORA with the invoices for use in keeping project stakeholders up to date on project progress as well as review of project issues, invoicing, and schedule.

1.4 QA/QC

Quality control will be exercised by Harris in all aspects of the project. This task includes quality reviews by Harris' senior staff members who are not otherwise associated with the project design. Internal sign-off by Harris QA/QC team on deliverables is required before final deliverables are issued. A copy of Harris internal QA/QC comments will be provided to FORA staff. Although QA/QC is described herein, only the hours for QA/QC oversight are assigned to cost of this task. The actual hours and costs to implement the QA/QC effort are allocated throughout the project deliverables.

Task 2.0 – Preliminary Investigations

2.1 Data Gathering and Field Review

Harris staff will gather available record information from the FORA pertinent to the design, including as-builts of the existing facilities, Eucalyptus Road plans, any utility information, project reports, etc. In addition, Harris staff will conduct field investigations to confirm the utilities, and document the existing project site, including photographs.

2.2 Hydrology Study

Harris will review the existing hydrology study to determine if runoff was adequately addressed into each infiltration unit and whether enough information is available to recommend alternatives. Existing inlet capacity and the potential to add inlets to existing units will be evaluated with the goal to prevent overflows and runoff from the street to the open space areas.

If additional information is required, Harris proposes to prepare a hydrology study with a fee of approximately \$14,000. This fee would part of the contingency task.

Task 3.0 – Letter Report

3.1 Draft Letter Report with Recommendations for Infiltration Units

Harris will prepare a draft letter report summarizing the hydrology study findings and recommendations for replacement of the infiltration units.

3.2 Final Letter Report with Recommendations for Infiltration Units

Harris will incorporate comments from FORA review and prepare the final letter report.

Based on the recommendations presented in Task 3.0, FORA may decide to advance to the design. The tasks briefly describe the tasks to reach final design, bidding support and construction support services. We have included contingency for these tasks.

Task 4.0 – Infiltration Unit Design

4.1 Surveying

To save on costs, Harris will use the existing aerial topographic site survey for the Eucalyptus Road which will be provided by FORA. Survey will be evaluated for completeness and files readied for the base map.

4.2 Geotechnical Investigations

Harris will review existing geotechnical information. Additional geotechnical information may be required. A geotechnical engineering firm will be tasked for any geotechnical investigations.

4.3 SWPPP

Harris will prepare Storm Water Pollution Prevention Plan (SWPPP). The SWPPP shall conform the requirements of the Central Coast Regional Water Quality Control Board (Board).

Task 5.0 – 60% Submittal

Tasks 5.0 to 7.0 will have the same subtasks which will be to provide drawings, specifications, opinion of probable construction costs, and response to comments.

Task 6.0 – 90% Submittal

Task 7.0 – Final Submittal

Task 8.0 – Bid Assistance

FORA shall be responsible for posting the bid documents on electronic bid sites and for any distribution of hard copies. FORA will control the bidding process conducting the pre-bid meeting, collecting requests for information (RFIs), disseminating the RFI responses and any addendums. FORA will also conduct the bid opening. Harris will provide bid assistance by attending the pre-bid meeting and bid opening, provide construction support on an as-needed basis for RFI responses, and assist in evaluating the bids.

8.1 Pre-Bid Meeting and Bid Opening

FORA will conduct the pre-bid meeting and the bid opening for each project. Harris staff will attend the meetings and provide support when needed.

8.2 As-Needed Bid Assistance

If requested by FORA, Harris will provide bid assistance by responding to requests for information (RFIs), and preparing any addendums. Work performed under this task will be under Task 9.0.

8.3 Bid Evaluation

Harris will assist with the bid evaluation. Conformance to the bid documents will be checked, including but not limited to, verifying references, ensuring all forms have been properly executed, and bid schedule properly completed. Harris will notify FORA if there are irregularities and recommendations for bid award.

Task 9.0 – Construction Support and As-Builts

FORA's construction manager shall manage the requests for information (RFIs) and the shop drawing review during the construction phase. Harris's responsibility under this proposal is to provide written RFI responses when requested by FORA. Similarly, submittal responses shall be required by FORA.

Construction support will be providing RFI responses and reviewing submittals. Since the project is unknown, no quantities can be estimated for either.

Harris will prepare the as-builts from redline markups from the Contractor. The Contractor will submit one copy of redline markups. FORA's construction inspector will verify that the redlines are accurate and complete.

ASSUMPTIONS AND EXCLUSIONS

- Does not include environmental documentation or regulatory permitting.
- Does not include local permitting requirements.
- Does not include presentations to the FORA Board or attendance at any community meeting
- FORA will post the bid documents and maintain the flow of information during the bid
- FORA will manage the flow of the RFIs and the submittals during the construction phase.
- FORA will provide community outreach for any questions and concerns regarding the project.
- FORA will provide the survey file from the C+D 2011 Improvement Plans, or other current field survey for Eucalyptus Road.

Placeholder for Attachment B to Item 6d.iii

Professional Services Contract

This attachment will be included in the final Board packet.

FORT ORD REUSE AUTHORITY BOARD REPORT

BUSINESS ITEMS

Subject: Water Augmentation Program Update

Meeting Date: November 17, 2017

Agenda Number: 6e

ACTION

RECOMMENDATION(S):

Receive a Water Augmentation Program Update

BACKGROUND:

Recycled Water Program Update

In May 2016, the Fort Ord Reuse Authority (FORA) entered into a Three-Party Agreement with Marina Coast Water District (MCWD) and Monterey Regional Water Pollution Control Agency, now Monterey One Water (M1W), to identify water augmentation options. As a part of the three-party approach, FORA approved a \$6M reimbursement agreement for the Advanced Treated Water Facilities (Pipeline). The agreement was based on California State Water Resource Control Board's (SWRCB) approval of funding the project with a State Revolving Fund (SRF) loan.

In June 2017, the SRF loan was provided, however the SWRCB determined a split of the funds such that M1W received a portion and MCWD received a portion. This financing method has altered assumptions supporting the underlying agreement between M1W and MCWD and the two agencies continue to negotiate a resolution. As is expected on a project of this magnitude, additional costs over those originally estimated by the engineers and utilized in the initial funding projections have been identified. In recent three-party meetings staff has been asked, as a participating third party, to consider ways it may play a part to further the regional benefits of Pure Water Monterey and the Regional Urban Water Augmentation Project (RUWAP). As such, staff is working with M1W and MCWD to identify ways to meet the additional costs needed to bring about water augmentation for the former Fort Ord and enhance the regional benefit of a shared, single Product Water Conveyance Pipeline.

In the interest of continued three-party planning, M1W, MCWD, and FORA staff anticipate recommending adjustment to the payments, designed to leave all three parties whole, but necessary to respond to State regulatory actions and financial needs of the project.

In essence, FORA would accelerate a portion of the water augmentation funding and delay others tracking the state action, for eligible components of Fort Ord's Water Augmentation Program. In addition, to FORA's understanding, land use jurisdictions will receive recycled water augmentation capacity when the RUWAP is complete.

Secondary Study Program Update

In January 2017, in coordination with the Technical Advisory Group (professional staff of FORA member agencies), FORA released a Request for Proposal (RFP) from the Professional Engineering Community for a study on the possibilities of additional sources of water augmentation. FORA held a pre-proposal conference to gain feedback, and responded to questions and provided clarifications. Due to FORA's local preference policy adjustment, FORA postponed this RFP until the Board adopted local preference policy changes.

In March 2017, FORA released an updated RFP removing some of the record keeping requirements, cross jurisdictional coordination and incorporating the new local preference guidelines. FORA again held a pre-proposal conference with prospective proposers. Again, FORA received no responses.

Post-solicitation interviews were conducted, and responding engineers informed staff the estimated cost for the scope was too low and the project conflicted with other priorities.

FORA staff met with the general managers of MCWD and M1W to determine a path forward. All three agencies agreed that adding scope to the engineer selected to perform the MCWD Master Plan Update was acceptable, in that FORA would be approving the deliverables and funding the study, to be reimbursed by MCWD and M1W per the Three-Party Agreement. FORA staff is currently working with MCWD and M1W to negotiate a scope and timeline with Akel Engineering.

FISCAL IMPACT:

Reviewed by FORA Controller _____

Staff time for this item is included in the approved annual budget.

COORDINATION:

Authority Counsel, Marina Coast Water District, Monterey One Water, Administrative Committee, Executive Committee

Prepared by _____ Reviewed by _____
Peter Said Steve Endsley

Approved by _____
Michael A. Houlemard, Jr.

Placeholder for Item 6f

Eastside Parkway Environmental Review Update

This attachment will be included in the final Board packet.

- END -

**DRAFT
BOARD PACKET**