Rosalyn Charles

From:	Ida Chesshire <IdaChesshire@hotmail.com>
Sent:	Tuesday, October 06, 2015 9:45 PM
To:	Michael Houlemard; Robert Norris; Mayor Pro-Tem O'Connell
Cc:	FORA Board; Andy Hartmann; John Papa; Manuel Pinheiro; Steve MacArthur; Sharon Seidenstein; Jolene E. Kramer
Subject:	FORA Meeting Oct. 9th, 2015
Attachments:	Debra letter to probation.pdf; 100915BrdPacket.pdf

Exec. Dir. Houlemard and Chair O'Connell - At the meeting on Friday regarding Item 8c (see attached Board Packet) there is a list of Compliance Monitors that has been provided by the County of Monterey that is being proposed for adoption by the FORA Board. As you know there have been many problems with compliance on the East Garrison Project up to and including an investigation by the Dept. of Industrial Relations. It is our understanding that workers were not paid appropriately. This was done under the watch of Contractor Compliance and Monitoring Inc.. Also, attached is a letter by Ms. Wilder of CCMI in her capacity as an Attorney. We believe contractors need to be educated regarding Prevailing Wages but also believe they should bid projects where they are knowledgeable of PW. The tone of the letter is extremely biased and insulting. Workers need as much protection as the Contractors. In this instance Ms. Wilder acted as Counsel for a contractor who was found guilty of not paying PW, was fined, and debarred. It makes one wonder where her professional allegiance would be in a similar situation and gives added cause for concern as to what is taking place at the E.G. Project currently. Because of the listing of Contractor Compliance and Monitoring Inc. the M/SC BCTC cannot support adoption of the full list. It is our position that if CCMI were removed we could concur with adoption. Best regards, Ron Chesshire M/SC BCTC

Deborah E.G. Wilder

Attorney at Law

1200 6th Avenue, Suite 102
Belmont, California 94002
(650) 551-5580
(650) 551-5584 Facsimile
e-mail dwa@wilderlawfirm.com
www.wilderlawfirm.com

October 21, 2002

Santa Clara Probation Department

Re: Arvind Tandel

To Whom it May Concern,

Arvind Tandel on behalf of All Air Mechanical first retained me in January 1999. He came to my office because his company was being audited/investigated by the California Department of Industrial Relations relating to the payment of prevailing wages. I have been an attorney since 1981 (Oregon) and 1983 (California). My practice has included state and federal prevailing wage work for the last 20 years. It is a complex subject and one in which a substantial majority of contractors make mistakes, particularly during their first few projects. Let me provide you with some overall background of the complexity of the subject before I explain the dilemma presented by Mr. Tandel's case.

First, the Department of Industrial Relations (DIR) establishes prevailing wage rates for all construction trades in the State of California. Prevailing wages are a type of "minimum wage" which must be paid to construction workers performing work on projects using public funds. These wages run from $18.00 to 45.00 an hour. The wage rates are established both by trade and jurisdiction. Some of the major trades, i.e. Laborers, Carpenters, Operating Engineers, Ironworkers, establish wage rates over large geographic area, i.e. 46 Northern California Counties. In other instances, wages are established on a county-by-county basis. For example, the Sheet Metal Workers' rates may be different for projects in Alameda County, than from those in Santa Clara County and different again in San Francisco. Additionally there is more than one wage rate that may apply, depending on the size of the project. Therefore, a contractor need not only know what craft classification to pay, but the contractor also needs to know that the wage rates changes depending on the county in which the work is performed as well as the size of the project. Additionally, wage increases are imposed from time to time and depending on the date a project is bid, it may include an automatic increase in wages, which may catch many contractors unawares (as those wage rates are not printed on the prevailing wage determination and are only footnoted with an asterisk *).

Once a contractor determines the correct prevailing wage rate, the contractor must understand that the TOTAL benefit package must be paid to the employee or "for the benefit of the employee". Thus, both the wage listed, plus the benefits listed, must be paid to the employee or for his/her benefit. For a contractor signed with a Union, this is an easy item to comply with. For a contractor who is not union signatory, the State of California has been very restrictive as to what counts as "a benefit". While a union contractor can contribute vacation pay to the union trust and receive credit toward the payment of prevailing wages, a nonunion contractor who sets those same funds aside and pays the employee his two weeks vacation during the course of a year is not allowed to receive this same credit. Likewise a contractor may choose to pay an employee additional compensation for travel time (although not legally required to do so). Yet, the DIR will not allow this payment to count toward the prevailing wage requirements. Contributions made to third party health care providers and third party pension plan providers are generally allowed.

Additionally, a contractor may legitimately pay his/her workers less than the published prevailing wage rate if he employs properly indentured apprentices. A non-union contractor may NOT hire a new employee and pay them helper's wages or apprentice wages unless that employee is enrolled in a State Approved Apprenticeship program.

I have represented scores of contractors over the years that have run afoul of these very specific rules and regulations. Most are done in ignorance or in good faith. Many contractors have paid what they believed to be prevailing wages only to be audited/ investigated by the State and penalized.

I sincerely believe that Arvind Tandel is one of those contractors. Mr. Tandel contacted me shortly after he had been audited by the DIR on the Andrew Hill Project (one of the first prevailing wage jobs he had performed of any significant size). He had no counsel during that time, fully cooperated with the agency and paid what was requested of him. He had paid some of his workers apprenticeship/helpers rates not realizing that those employees had to be indentured with an apprenticeship program approved by the California Division of Apprenticeship Standards. He learned that certain other contributions had to be made through third party benefit plans. As a direct result of the audit from the Andrew Hill project, he corrected any errors in the wages to his employees on the ongoing prevailing wage projects. He made a concerted effort to conduct his own internal audit of those projects and wrote checks to several of those employees for thousands of dollars for what he determined to be unpaid prevailing wages. He contacted an apprenticeship program and enrolled a number of his employees into the apprenticeship program so that they would receive additional training, and so that he would also be allowed to pay the designated apprenticeship rate (sometimes as low as 50% of the regular journeyman prevailing wage rate). Additionally, Mr. Tandel contacted a third party pension administrator and made arrangements for the payment of pension benefits to this administrator so that these payments would be allowed as part of the prevailing wage determination. He also went back several months and made additional pension contributions on behalf of the employees working on his current projects as a

way to make the employees whole for any past work they had performed on prevailing wage projects.

Actually, doing all of this without the assistance of legal counsel was an incredible occurrence. In all the years I have been practicing law, I have never known an individual employer to make this type of effort to bring himself into compliance. At the time the Andrew Hill audit was complete, All Air Mechanical (Mr. Tandel's company) was working on or had performed 8 additional projects. Mr. Tandel came to my office because the DIR had now decided to audit ALL of these projects (an unprecedented act in all the years I have been in this field).

As I conducted my own audit, I found some additional interesting information. The Sheet Metal Workers Union had planted 2-3 union employees within Mr. Tandel's workforce. Each employee was responsible for filling out and turning in his own timecard each week. Some of the blame for inaccurate wages must lie with the deceit of these employees. One employee almost never turned in a time card, yet Mr. Tandel was expected to pay the correct prevailing wage rate. It should not be too much to ask that the employees complete their own time cards accurately. Employees for the company work some days on prevailing wage project and some days on private projects. Their wages on private projects were at a different rate than the prevailing rate projects. So, at the end of the week, payroll would be calculated on the information presented on the time card, realizing that one rate wage was paid for private work with other rates being paid on the other prevailing wage projects, again the rate varying from county to county and sometimes from project to project.

In any normal situation, an employee who did not get an incorrect paycheck would have approached Arvind to tell him that their check was inaccurate. In fact, there were one or two employees who would do that. Each time an error was brought to Arvind's attention, he would go back and correct the error. However, the union "plants" submitted inaccurate time cards (so they allege), but can manage to keep an accurate diary of the real hours worked and never once say something to Arvind that the correct rate was not paid or an hour here or there was missed. It was truly a trap, which the union sprung to catch Mr. Tandel in violation of the prevailing wage law because he refused to sign with the Sheet Metal Workers Union. It should also be noted that one of the Union's business agents with whom Mr. Tandel spoke and discussed his reasons for not wanting to sign with the union, had now been appointed by Governor Davis to the Department of Industrial Relations overseeing the auditing and enforcement of prevailing wages in the State of California.

During the course of the investigation, the DIR refused to allow ANY of the employees Mr. Tandel had enrolled in the apprenticeship program to be paid apprenticeship rates. This is unheard of. Their logic was that because the employees were enrolled in the middle of the class term and were not attending night class at the time, apprenticeship rates were improper. However, apprenticeship training includes many hours of on the job training which the hours worked by these employees could have been credited to.

Additionally, the DIR refused to credit the pension contributions, which Mr. Tandel had made retroactively on behalf of a number of employees in his attempt to rectify the earlier underpayment of prevailing wages. The pension trust agreed to refund those contributions. Mr. Tandel, instead of cashing the check turned that check over to DIR months before the investigation was complete. The DIR still penalized Mr. Tandel for failure to pay prevailing wages (these pension payments), even though Mr. Tandel had made every effort to correct his errors after the Andrew Hill audit.

Mr. Tandel made other payments to employees, which the DIR also refused to credit or allow. Mr. Tandel, in an overabundance of caution, had started paying his employees prevailing wages for their commute and travel time to, from and in between projects. Under California law he is under no obligation to do so. When this was brought to light and we asked for a credit toward the prevailing wages, the DIR refused. Mr. Tandel at the end of the year also paid a number of employees vacation time (which was also disallowed by the DIR) and several bonuses. Although the DIR did agree to allow some of the bonuses to be credited to the employees, they refused to allow a bonus of over $3,000 for Tim Cannon to be credited. The DIR said they had missed Cannon in their Andrew Hill audit and even though the statute of limitation had now expired on that project, the DIR insisted (as a condition of settlement) that the bonus paid to Cannon apply to the old Andrew Hill project and not be credited to any of the current projects.

You may ask, with all of the denials that the DIR issued in these cases, why Mr. Tandel did not challenge the audit findings in court. The honest answer is that Mr. Tandel realized it would cost him more to litigate the 8 cases in 4 separate jurisdictions than it would to settle the case. There was no doubt that regardless of the mistakes, some prevailing wage errors were made and some amount would have to be paid. The DIR had refused our request to consolidate the cases in one jurisdiction under one judge. Under the Labor Code, the DIR could also recover all of its attorneys fees if they prevailed on even one dollar of the case. And, the DIR would not allow us to settle the wage portion of the case and pursue litigation over the issue of penalties. Additionally, the DIR threatened to pursue 30 years of cumulative debarment from prevailing wage work. Effectively, my client would never work in the industry again.

We settled the case for $210,000, which included $73,000 in penalties, disallowed the apprenticeship wages, required refund of some pension contributions, double payment of vacation time and no credit for travel time paid and some bonuses. Additionally, we also eventually agreed to a 3 year voluntary debarment from public works. If instead, we had paid only the documented missed hours and the couple of hours of missed prevailing wage rates, the case would have settled for less than $20,000. However, the realities of the cost of litigation in four separate counties and the additional stress that would cause to Mr. Tandel, his family, his business, etc. were all deciding factors in settling that case.

I have no doubt that Mr. Tandel technically violated the strict requirements of California's prevailing wage law. However, in my opinion this entire case has been a witch hunt to "punish" a successful open shop(non-union) contractor. I have

represented scores of contractors who have failed to comply with prevailing wage requirements. I have even represented clients that probably deserved to be prosecuted for falsifying payroll records, taking kickbacks from employees and much more. Arvind Tandel is NOT one of those contractors. He is generally an honest (if perhaps overly naïve) man who did his best to comply with the prevailing wage requirements once he completed the Andrew Hill audit.

I probably spent over 50 hours with Arvind Tandel, in my office and at his place of business over the course of the DIR investigations. I am still amazed that he managed to run his business at all, having his wife die and trying to raise 4 small daughters on his own. His wife had worked in the business part time doing payroll. So not only was he dealing with his own grief and that of his children, but he had also lost a valuable part of his business support. He would come to me and say "whatever I have done wrong...please tell me... I want to make it right." He truly believed that he had done everything he was supposed to do to correct the prevailing wage situation after Andrew Hill. If good intentions are worth anything, this is a case where they should be counted.

Arvind Tandel's violation of the law, although real, was made under the best of intentions. In addition to the money he has lost, the penalties he has paid and the 3 year debarment his company received from prevailing wages, he will also lose his contractors license as a direct result of this conviction. This is a man who has provided jobs in his community and has actively volunteered time and donated money to his community. I think this case is a travesty of the highest degree, but I also understand Mr. Tandel's need to finally close this matter and move forward. He still needs to provide for his family, despite his conviction. I do not believe that he is a threat to society and I believe he would be a model probation candidate. His family is all important to him and I would request that he be granted probation only, with community service requirements on the weekends.

If you require further information or would like to review any of the documentation I used during the prevailing wage audit, please contact me and I would be happy to assist you.

Sincerely,

Deborah E.G. Wilder

Deborah E.G. Wilder

Rosalyn Charles

From: Danielle Quebec <danielle@alombardolaw.com>
Sent: Thursday, October 08, 2015 10:57 AM
To: FORA Board
Subject: 10.9.15 Agenda, Item 8b
Attachments: 10.8.15 Ltr to FORA.pdf

Chair O'Connell and Members of the Board of Directors:

Attached please find a letter from Mr. Lombardo regarding the above-referenced item on the 10.9.15 agenda.

Danielle Quebec
Litigation Assistant
Anthony Lombardo & Associates
144 W. Gabilan Street
Salinas, CA 93901
Telephone: (831) 751-2330
Facsimile: (831) 751-2331

ANTHONY LOMBARDO & ASSOCIATES
A PROFESSIONAL CORPORATION

ANTHONY L. LOMBARDO
KELLY MCCARTHY SUTHERLAND
MICHAEL A. CHURCHILL
CODY J. PHILLIPS

144 W. GABILAN STREET
SALINAS, CA 93901
(831) 751-2330
FAX (831) 751-2331

October 8, 2015

Frank O'Connell, Chair
Members of the Board of Directors
Fort Ord Reuse Authority
920 2nd Ave. Suite A
Marina, CA 93933

Re: Item #8b

Dear Chair O'Connell and Members of the Board:

I am writing to you regarding the item which is scheduled for Friday's meeting involving the agreement that the Fort Ord Reuse Authority ("FORA") executive director has apparently entered into on FORA's behalf with the Marina Coast Water District ("MCWD") to overturn the unanimous decision of FORA's Board to deny MCWD a 9% rate increase, approve the expenditure of $470,000 towards the design of a desalination facility which would directly interfere with the desalination source wells proposed by California American Water Company for the Monterey Peninsula project and to "assist" the MCWD in recovery of monies expended, including litigation costs, in the failed regional desalination project.

The staff report for your meeting on Friday contains some additional explanation of what the FORA staff believes the agreement that it has reached with MCDW, means. Unfortunately, there is no written confirmation of a similar understanding from the MCWD, let alone a formal resolution from the MCWD agreeing to those terms.

For example, your staff report contains a statement that the MCWD has agreed "at this time" not to pursue a desalination plant but instead to focus on water reclamation and reuse as a source for additional water supplies for the further development of Fort Ord. There is no official document or even a letter from the MCWD agreeing to that. The only presentation you have received from the MCWD is their proposal to construct desalination wells on the beach of the Cemex property directly in front of the proposed intake wells for the California American Water Company.

At this point, there does not appear to be an agreement between MCWD and FORA on this point. The FORA Board should give direction to the executive director that he is not to enter into any agreement with MCWD until he has received legally adequate confirmation from the MCWD Board of Directors that it will not expend any monies on any desalination project that would in any way interfere with the California American Water Company project and that, at this point, any funds that they expend are going to be used solely for the purpose of studying water reclamation and groundwater recharge and not a desalination project.

The second agreement that the executive director purportedly entered into with the MCWD (also not confirmed by any action of the MCWD Board of Directors) is that MCWD will not use any of the additional funds collected by the 9% rate increase to the Fort Ord customers to fund litigation that MCWD is bringing in an attempt to stop the California American water supply project and trying to attempt to recover millions of dollars that MCWD claims to have lost after actions taken by MCWD caused the prior regional desal project to fail.

Your staff report for Friday's meeting contains the statement that the rate increases are to be used to pay for Fort Ord's system maintenance and upgrade and to reimburse MCWD's capital reserves.

There has been quite a bit of discussion over the last year regarding what source of funds MCWD has used and is using to fund its unending litigation against the rest of the community. Based on the inference in your staff report, it appears that has been through the use of the MCWD's capital reserves. FORA should take no action which would in any way allow the MCWD to use creative accounting methods to place the burden of its prior malfeasance regarding the regional desal project and unsuccessful litigation strategy on the backs of the Fort Ord rate payers. At the very least, any increased revenues from Fort Ord rate payers should be placed in a blocked account, only to be used for FORA approved water augmentation projects, not placed into the general fund of MCWD or into its depleted capital reserves.

Finally, and most puzzlingly, the staff report and correspondence between FORA and MCWD appear to propose that the FORA Board agree to assist MCWD in attempting to recover unspecified charges associated with monies that the MCWD alleges it spent on the failed regional desal project and in its numerous and expensive failed attempts to litigate that issue against the County and California American Water Company.

Any suggestion by FORA that it intends to "assist" MCWD in any of these efforts could result in MCWD demanding that FORA join MCWD as a co-litigant against the interests of the community or that FORA is somehow obligated to compensate MCWD either through direct payment or allowing MCWD to charge the Fort Ord customers for the costs associated with its own malfeasance.

I respectfully request that the FORA Board give specific direction to the FORA executive director that no agreement has been reached since there is nothing confirming the contents of the staff correspondence or staff report from the MCWD Board of Directors and that the FORA Board give specific direction to the executive director that he is not to agree to any provisions with the MCWD inconsistent with the following:

1. MCWD is to spend no monies investigating the possibility of a desalination plant at this time. Any monies spent by MCWD are to be spent only on a recycle/reuse project without further approval from the FORA Board.

2. The FORA Board is in no way agreeing to do anything as it relates to project or litigation expenses incurred by the MCWD.
3. That any rate increases charged by the MCWD will be placed in a trust account for use only for purposes of funding approved water augmentation projects.

MCWD continues to prove itself incapable of cooperating with the rest of the Peninsula to obtain a water supply project.

Since last month's meeting, MCWD has filed another lawsuit against California American Water Company and the County of Monterey and also was the only opponent who appears at this week's California Coastal Commission meeting to object to the approval of the revised test well permit conditions. Worse yet, MCWD paid its attorney from Sacramento and a professional hydrologist to attend the Coastal Commission meeting in Los Angeles to express their objections which I am sure costs thousands, if not tens of thousands, of dollars to the rate payers. The permit amendment was approved on Tuesday unanimously by the California Coastal Commission.

Respectfully submitted,

Anthony L. Lombardo
ALL/gp

Rosalyn Charles

From: PETER LE <peter381@sbcglobal.net>
Sent: Thursday, October 08, 2015 9:48 PM
To: FORA Board
Subject: Comments on Board Agenda Item 8b - October 9, 2015 Board Meeting

October 8, 2015

Dear FORA Board Members:

re: Second Vote MCWD/FORA Dispute Resolution
Board Agenda Item 8b

At the meeting of September 11, 2015, FORA Board discussed the 2015-16 Ord Community Compensation Plan dispute resolution that has been previously resolved by FORA Executive Office (EO), Mr. Michael Houlemard, in accordance with the executed 1998 Facilities Agreement. The dispute resolution was also reviewed and approved by Authority Counsel, Mr. Jon Giffen.

I was alarmed by several inaccurate and misleading statements provided during the Board discussion and questionable arguments given to justify the disapproval of the resolved budget dispute resolution. Please permit me to provide accurate sequence of events and valid facts in the submission of the 2015-16 Ord Community Compensation Plan, decision made by MCWD Board, and the resolution of the budget dispute by FORA Executive Officer and MCWD Interim General Manager (IGM), Mr. Bill Kocher.
The 2015-16 MCWD Ord Community budget process occurred as follows:

1. Kelly Cadiente of MCWD submitted the 2015-16 Ord Community Compensation Plan (Budget) to Crissy Maras of FORA on **March 12, 2015** at 6:17 PM (see email with attached budget from Kelly to Crissy).

2. On **March 17, 2015** Crissy Maras distributed the Ord Community budget to the Water and Wastewater Oversight Committee (WWOC) members at 11:45 AM (see email from Crissy with attached budget to WWOC members). Therefore, FORA Board and staff incorrectly insisted and believed that MCWD provided FORA the Ord Community budget on March 17, 2015. Additionally, FORA Board and staff based all arguments on the date of March 17, 2015.

3. **On June 12, 2015**, FORA Board conditionally approved the 2015-16 MCWD Ord Community Compensation Plan or Budget with two conditions: 1) froze the $470,000 line item budget for the 100% proposed desalination project and 2) disapproved the 9% rate increase to restrict funding of litigations involving the failed regional desalination project.

4. **On June 17, 2015,** FORA EO, Mr. Michael Houlemard, sent a letter to MCWD IGM, Mr. Bill Kocher, stating that FORA fulfilled its obligation under Section 7.2.1 of the Facilities Agreement in providing responses to the 2015-16 MCWD proposed Ord Community budget within three (3) months of its submission. The letter also identified the disputed elements, stated the reasons for the dispute and specified the dispute resolution.

5. First, however, FORA's response was beyond the required three (3) months. The deadline for the response was June 12, 2015. Since FORA's response was not timely, the Ord Compensation Plan was actually deemed adopted by FORA.

6. Second, the June 17, 2015 letter failed to provide sufficient details of the disputed elements in support of its dispute as required by the Facilities Agreement (Agreement). The proposed MCWD 2015-16 Ord Community budget **did** contain budgets for a water recycle project and conservation.

7. Third, the FORA Board has previously endorsed the Regional Desalination Project when the project agreements were entered into so the current FORA Board cannot disallow litigation costs incurred to protect MCWD's rights under those project agreements.

8. Even though FORA did **not** comply to Section 7.2.1 of the Facilities Agreement and the 2015-16 Ord Community Compensation Plan **deemed adopted by FORA**, MCWD Board of Directors chose to work cooperatively with FORA and wanted to maintain a good working relationship. Therefore, MCWD Board directed Mr. Bill Kocher, IGM, to work with FORA EO, Mr. Houlemard, to resolve the disputed elements.

9. As of this date, FORA Board and staff still incorrectly believed that it complied with the Facilities Agreement despite the actual facts shown otherwise.

Enough has been said on the past events on the 2015-16 Ord Community Compensation Plan. Let review some of the discussion occurred at the FORA Board meeting on September 11, 2015, especially the NO votes, as follows:

1. Supervisor Parker stated that FORA Executive Officer did not have any authority or power to resolve the dispute (only the Board could) despite the Facilities Agreement states otherwise, and despite the facts and explanations provided by Authority Counsel, Mr. Jon Giffen. Supervisor Parker could not provide any legal provisions or opinions or documents to support her claim; just her own belief and opinion.

2. Councilmember Morton argued that the line item of $470,000 was still in the same account and has not been amended despite the fact that MCWD has abandoned the 100% desalination project and has started working on the advanced water project with Monterey Regional Water Pollution Control. MCWD also has not even started on the desalination component yet.

3. Councilmember Haffa argued that MCWD has not specified the siting of the MCWD intake wells in voting no. How could MCWD specify any intake wells when it has not even started the 10% design yet? Additionally, Mr. Ian Crooks, Project Manager for the Cal Am desal project, stated at the FORA-organized meeting in March 2015 that there was no conflict between Cal Am and MCWD desal projects. Moreover, the CPUC draft EIR has addressed the MCWD desal project and intake wells. Why didn't City of Monterey staff or FORA staff advise Councilmember Haffa and FORA Board of these facts?

4. Councilmember Lucius initially stated that she did not have any concern on the delegation of budget dispute resolution to FORA Executive Officer, but she later voted No on approving the resolved dispute resolution.

5. Today, Mr. Lombardo, Cal Am attorney, emailed Board members a letter claiming incorrectly that MCWD plans to construct a well in front of Cal Am intake well in order to interfere with Cal Am desalination project. This is absolute false since MCWD has not even started any work on

any desal project yet. As described in Item 3 above, Cal Am desalination project manager, Mr. Crooks has stated there was no conflict with Cal Am project and the Cal Am draft EIR actually analyzed old MCWD RUWAP desalination project. Can Mr. Lombardo produce any evidence that MCWD plans to construct any well in front of Cal Am intake well? So who do you believe? Do you believe Mr. Lombardo? Or do you believe Mr. Ian Crooks and the Cal Am draft EIR? Now we must ask ourselves whether Cal Am wants to sabotage the Pure Water Monterey project so that Cal Am will make more money with a bigger desalination project or not. If Cal Am does not have such intention, then why Mr. Lombardo gave such false information on MCWD project to FORA Board. It's a mystery that Cal am does not send its President, Mr. MacLean, or its Project Manager, Mr. Crooks, to provide the Board with accurate information on Cal Am project and their understanding of MCWD project.

Now, if I may, I want to propose one of many available ways that FORA Board can definitely reduce the costs of providing water to the Ord Community since you were so concerned about the 9% water rate increase. Please also note that most of the existing water and wastewater systems at the Ord Community are at the end of their useful lives just like vehicles that already had 150,000 miles on the odometers.

Example: MCWD can reduce the energy costs and at the same time provide greater safety to the Ord Community residents, especially CSUMB students, by constructing two (2) planned new water reservoirs and two (2) planned new booster pump stations within CSUMB property as part of its adopted water master plan.
For, at least, five (5) years, while MCWD has enough funds to construct the two new reservoirs and two new booster pump stations, MCWD could not construct anything because CSUMB refused to provide easements to MCWD despite the fact that CSUMB previously signed an agreement to provide these easements to MCWD when CSUMB obtained the property from the Army.

CSUMB has dragged on for years and gave numerous excuses in not giving easements to MCWD. In the meantime, MCWD has to inefficiently pump from wells during electricity peak demands to refill the existing tanks. MCWD could have saved at least several hundred thousand dollars in energy costs and wear and tear of the pumps if the two reservoirs and two booster pump stations had been built. Regrettably, FORA has not been helpful on this matter either and the matter has not been discussed at Board level or brought to Board's attention.

But money may not be as important as lives. The two new reservoirs and two new booster pump stations are critical to provide sufficient fire suppression; especially for CSUMB dormitories such as the new Promontory. If and when there were a fire and some students injured or lost their lives, I am fairly certain that CSUMB will provide easements to MCWD right away in accordance with the executed agreement.

It is time for President Ochoa to show his leadership and responsibilities on this matter by proceeding immediately to ask CSU Board of Trustees or Chancellor to promptly grant MCWD the necessary easements under the executed agreement before any accident occurs that will damage his reputation forever. It's a matter of saving lives and also of saving money for the entire Ord Community.

Sincerely,

Peter Le
FORA Ex-Officio Member

Rosalyn Charles

From: PETER LE <peter381@sbcglobal.net>
Sent: Thursday, October 08, 2015 9:57 PM
To: FORA Board
Subject: Comments on Board Agenda Item 8a - October 9, 2015 Board Meeting

October 8, 2015

Dear FORA Board Members:

re: Water Augmentation Program Planning Update
Board Agenda Item 8a

I am happy that FORA now actually starts the updating for the CEQA Mitigation Water Augmentation Program instead of blindly reverting back to the old hybrid project.

I have some comments on the staff report and resolution as shown below:

1. Page 24 of the staff report (SR) indicated that FORA Board allocated 1,427 AFY of recycled water to various jurisdictions in May 2007. But the Final EIR of the Pure Water Monterey project showed that only 950 AFY minus 19% loss is available to MCWD. How does FORA address this discrepancy and inform CSUMB that they may longer have 485 AFY of allocated recycled water. This conflicting issue was addressed in my previous emails to the FORA Board.

2. The staff report did not clearly discuss the relationship between the Pure Water Monterey (PWM) Project and the proposed three-party joint water augmentation planning study. The staff report also mentioned the Pointed Tentative Agreement approved by both MRWPCA and MCWD Board of Directors on September 8, 2015. But the staff report did not discuss how these two agencies proceed ahead without completing the joint water augmentation study first.
Does the PWM project proceed first at its own pace independent from the study? Does MCWD need to wait for the study results and subsequent amended budget that has been approved by FORA Board before proceeding with its own augmentation project?
Or does MCWD proceed jointly with the PWM project now without approval by FORA Board on the amended budget and without waiting for the study results? If this is the case, what is the point of performing the joint water augmentation planning study?

3. Item J of the Resolution states "Advanced treated water is better quality water than tertiary treated water and the advanced treated water project is estimated to provide water that costs less than 50% per acre foot of the tertiary treated water."

This statement is misleading and inaccurate. Even though advanced treated water, like potable water, is better quality water in the sense that it contains less contaminants than tertiary treated water, there is no study or research that proves it is better for landscape irrigation or golf courses. The Board needs to ask MRWPCA and FORA staff to provide documents supporting such statement.

The statement on 50% cost is absolutely false. In January 2015, Mr. Keith Israel and Mr. Paul Sciuto presented the cost comparison to MCWD Board of Directors. Paul presented the cost of advanced treated water at $2,600 per acre foot (joint project) and $3,100 for tertiary treated water (MCWD own

project). Paul recently provided a lessor cost per acre foot for advanced treated water but the new cost was based on several inaccurate assumptions such as MCWD's share of cost is 29% and the proposed MRWPCA advanced treated water plant can produced 4,900 AFY while the actual production rate is only 3,500 AFY as described in the draft and final EIR's. FORA Board must ask staff to provide actual calculations and analysis that support the lessor cost statement. If the actual cost is only 50%, why don't growers use the advanced treated water for strawberries and other crops at half the current cost of tertiary treated water?

Without any supporting document, the above statement sounds like a sales pitch or a come on.

4. Item K of the Resolution states "MCWD and MRWPCA are working towards a final Project Agreement to move forward in collaboration on the Pure Water Monterey project."
While it is correct that both agencies have agreed on "Pointed Tentative Agreement" and Amendment number 1, the final agreement cannot be finalized since the proposed joint study by three agencies has not been completed or even started and FORA Board has not actually approved the amended MCWD budget in terms of adding several million dollars for this joint project between MRWPCA and MCWD. The study may or may not indicate that joining this project at this time is in the best interest of Ord Community ratepayers since they will be asked to pay for this joint project wholly or partly.
A flow chart with decision points will help FORA Board members and the public understand the relationship between various projects and the joint augmentation study.

5. The staff report and resolution did not mention the stranded costs that already incurred by MCWD and MRWPCA as part of the proposed study. MCWD has incurred well over ten million dollars on the recycled water project and MRWPCA has incurred about 3 million dollars. These stranded costs must be included in the study and incorporate into the costs of delivery of tertiary or advanced treated water to users. Without addressing the stranded cost, ratepayers at the Ord Community inadvertently subsidize and unfairly pay for part of the Pure Water Monterey project.

6. FORA staff assumed that the study will cost only $470,000 and each party will contribute 1/3 of $470,000. The staff report did not indicate whether MRWPCA has agreed to contribute 1/3 to this study or not. As I mentioned in January 2015 and subsequently, MCWD undertook the same study in 2008 at a cost of $800,000.

7. It appears from various FORA staff reports, presentations and discussions that FORA still only looks at conservation, reclaimed or recycled water and desalinated water (hybrid project) as the only water sources for the augmented water as discussed since 2002. But this year is 2015, and with the record drought, FORA must now look at all other available water sources and a new sustainable management of the water supplies for the Ord Community. The new water supply planning study must also look at surface water, aquifer storage and recharge, and storage facilities, analyze the pros and cons, determine the associated costs for each option, and how much ratepayers pay for capital and O&M costs.

8. Therefore, I recommend that FORA Board direct staff to prepare a detailed scope of work with a sustainable portfolio of water sources and a realistic study cost, and bring the Study Proposal back for Board approval before issuing the Request for Proposal. The Proposal and shared costs also need approval by MRWPCA and MCWD Board of Directors before issuance. If the new estimated study cost is higher than $470,000, staff can ask FORA Board for a new revision to the 2015-16 CIP budget.

9. Today, MRWPCA and MCWRA Board of Directors jointly met and discussed the draft Amended and Restated Water Recycling Agreement whereas both agencies proposed to give only 950 AFY to

MCWD during summer months. In 2007 FORA allocated 1,427 AFY to various jurisdictions. These new facts need to be taken into account in this new augmentation study.

In the meantime, I believe FORA and MCWD should wait for the study results before making any decision on the water augmentation plan. Once FORA Board approves a new augmented water supply plan and its corresponding budgets, MCWD can proceed with the approved options and increase the water rates and capacity charges accordingly to pay for the new project.

Sincerely,

Peter Le
FORA Ex-Officio Member

Rosalyn Charles

From: Ron Chesshire <ron@mscbctc.com>
Sent: Monday, October 12, 2015 11:31 AM
To: Anthony Narducci; 'Frank A. Marsala'
Cc: Anita@cityofmarina.org; Randy Smith; Michael Houlemard; Robert Norris; FORA Board; Sharon Seidenstein; Jolene E. Kramer
Subject: Re: Tile LMCC Promontory at CSU: Ross Masonry and Garcia Flooring Prevailing Wage Complaints
Attachments: MasterResolution.pdf

Anthony, I suggest you file a complaint also with the Police Chief and Head Building Official of the City of Marina. This can be done in conjunction with your filing with TPM Labor Compliance Services LLC because non payment is a violation within itself. If the City does not respond file with Michael Houlemard Chief Executive Officer of FORA. The non payment of Prevailing wages in a violation of 1.02 of the FORA Master Resolution. As per 1.02 of the MR it is outlined as to enforcement. I would suggest you go through the procedures. If you cannot bring this to resolution through the process legal action may be necessary. The Master Resolution is attached. Ron Chesshire M/SC BCTC

On 10/12/2015 9:58 AM, Anthony Narducci wrote:

> Dear Mr. Masala;
>
> I have been notified by Dina Morsi deputy DLSE labor commissioner assigned to investigate the subject prevailing wage complaints that the DLSE does not have jurisdiction and the complaints will be closed. I have been advised to refile these with TPM Labor Compliance Services, LLC.
>
> Will you please confirm you are the responsive contact or if not that person's contact information.
>
> Will you please confirm receipt of this email?
>
> Thank You;
> Anthony Narducci
> **The Northern California Tile Industry Labor Management Cooperation Committee Trust**
> A Joint Labor-Management Committee established pursuant
> to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. §175a)175a
>
> J. Anthony Narducci
> LMCC USA, LLC
> OFFICE 415-834-9625 MBL 415-786-9316
> *This message contains information which may be confidential and privileged. Unless you are the addressee (or authorized to receive for the addressee), you may not use, copy or disclose to anyone the message or any information contained in or attached to the message. If you have received the message in error, please advise the sender by reply e-mail to<anarducci@finesse-consulting.com > and delete the message*
>
> ---
>
> **From:** Anthony Narducci [mailto:anarducci@finesse-consulting.com]
> **Sent:** Friday, February 27, 2015 6:18 AM
> **To:** 'Frank A. Marsala'
> **Cc:** 'Anita@cityofmarina.org'
> **Subject:** Evidence of CPR Request: Promontory: Ross Masonry
>
> Dear Mr. Marsala;
>
> Please read the first paragraph of the letter included with the request form which reads "*On behalf of the Northern California Tile Industry Joint Labor-Management Cooperation Committee, and pursuant to Labor Code Section 1776 and the Public Records Act, Government Code sections 6250, et seq., **I hereby***

request certified payroll records *for all work performed by Ross Masonry (license #678985) on the above-referenced project through the current date."*

I have attached the letter and the City's public records request form here for your convenience. I trust this addresses your concern.

Would you please confirm this?

Thank You;
Anthony Narducci
The Northern California Tile Industry Labor Management Cooperation Committee Trust
A Joint Labor-Management Committee established pursuant
to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. §175a)175a

J. Anthony Narducci
LMCC USA, LLC
OFFICE 415-834-9625 MBL 415-786-9316 FAX: 480-632-2165

From: Frank A. Marsala [mailto:frank@laborcompliance.us]
Sent: Thursday, February 26, 2015 5:49 PM
To: Anthony Narducci
Subject: RE: Promontory: Ross Masonry

Mr. Narducci,

The Public Information request that was forward to me from the City of Marina did not include certified payroll records.
As you are indicating below, send a formal letter of request for Ross Masonry's certified payroll records on Promontory
to:

AMCAL Housing
Mr. Stephen Clark
30141 Agoura Rd., Ste. #100
Agoura Hills, CA 91301-4332

Once received, your request will be processed.

In advance of your request for certified payrolls, I have inventoried, Ross Masonry's certified payroll records on file for you preliminary file:

CPR 1: w/e 07/31/2014 through
CPR 29: w/e 02/12/2015
74 cpr records total

Respectfully,

Frank A. Marsala, Director Business Development
TPM Labor Compliance Services, LLC
2933 Foothill Blvd Suite B, La Crescenta, CA 91214

Tel. (818) 951-5987 | Dir. (818) 445-4248 | Fax (818) 743-7425

www.LABORcompliance.us

From: Anthony Narducci [mailto:anarducci@finesse-consulting.com]
Sent: Thursday, February 26, 2015 4:34 PM
To: Frank A. Marsala
Subject: RE: Promontory: Ross Masonry

Dear Marsala;

I understand the LCP is normally responsible for providing the CPRs which I presume from our earlier conversation you will provide hopefully this week. As to the other documents, as I understand it, the awarding body is normally responsible for providing these but it is not incumbent on me statutorily, the requester, to sort out who processes the public information request once it has been submitted. I do, however, appreciate your following up even though these are not in the scope of response of the LCP.

Thank You;
Anthony Narducci
The Northern California Tile Industry Labor Management Cooperation Committee Trust
A Joint Labor-Management Committee established pursuant
to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. §175a)175a

J. Anthony Narducci
LMCC USA, LLC
OFFICE 415-834-9625 MBL 415-786-9316 FAX: 480-632-2165

From: Frank A. Marsala [mailto:frank@laborcompliance.us]
Sent: Thursday, February 26, 2015 5:26 PM
To: Anthony Narducci
Subject: Promontory: Ross Masonry

Mr. Narducci,

Your request for Public Information goes beyond my scope and thus, I have forwarded your request onto
the project's developer, AMCAL. The developer's representative: Mr. Stephen Clarke, is currently in receipt of your public request for information that you filed with the City of Marina as of 2:10 pm this afternoon.

Mr. Clarke from AMCAL has been advised that TPM is unable to provide items 1-2, 4-5 because we do not
have such files on hand:

1. Copy of executed contract agreement between City of Marina & AMCAL
2. Notice of Advertisement and Proof of Publication for the project
3. On file with TPM– proof of acknowledgment of CA Labor Standards for project

4. Daily Inspector Logs and reports pertaining to work
5. Notice of Completion or estimated completion.

I will follow-up with Mr. Clarke to understand what items on your list will be forthcoming.

Respectfully,

Frank A. Marsala, Director Business Development
TPM Labor Compliance Services, LLC
2933 Foothill Blvd Suite B, La Crescenta, CA 91214
Tel. (818) 951-5987 | Dir. (818) 445-4248 | Fax (818) 743-7425

www.LABORcompliance.us

From: Anthony Narducci [mailto:anarducci@finesse-consulting.com]
Sent: Thursday, February 26, 2015 2:20 PM
To: Frank A. Marsala
Subject: hand shake

J. Anthony Narducci
LMCC USA, LLC
OFFICE 415-834-9625 MBL 415-786-9316 FAX: 480-632-2165

Rosalyn Charles

From: Ron Chesshire <ron@mscbctc.com>
Sent: Monday, October 12, 2015 2:01 PM
To: Anthony Narducci
Cc: 'Randy Smith'; 'Sharon Seidenstein'; 'Jolene E. Kramer'; Robert Norris; Michael Houlemard; FORA Board
Subject: Re: PS Tile LMCC Promontory at CSU: Ross Masonry and Garcia Flooring Prevailing Wage Complaints

Anthony - Yes, an option is for FORA to engage an LCP or group of LCP's at this time if the City of Marina won't do their job. Also, it is a good option for projects in the future. The current problem is that jurisdictions and FORA have not adhered to the enforcement policies given to them as outlined in 1.02 of the Master Resolution. We are in hopes that this will change as too much time has been wasted waiting for the State to determine whether all projects within FORA's jurisdiction are Public Works and under the DIR. As you have seen they are not and that is something we at the local Building Trades have known for a long time. Thank you for your concern and effort on this matter. Ron Chesshire

On 10/12/2015 1:07 PM, Anthony Narducci wrote:

> One easy option is for FORA to engage an LCP firm that is certified like Kurey & Associates. Kurey has done a good job on complaints I have filed in the past.
>
> J. Anthony Narducci
> LMCC USA, LLC
> OFFICE 415-834-9625 MBL 415-786-9316
>
>
> ---
>
> **From:** Anthony Narducci [mailto:anarducci@finesse-consulting.com]
> **Sent:** Monday, October 12, 2015 12:35 PM
> **To:** 'Ron Chesshire'
> **Cc:** 'Randy Smith'; 'Sharon Seidenstein'; 'Jolene E. Kramer'; Robert Norris (Robert@FORA.org); 'michael@fora.org'
> **Subject:** RE: Tile LMCC Promontory at CSU: Ross Masonry and Garcia Flooring Prevailing Wage Complaints
>
> Hi Ron;
>
> I have since learned that TPM is not a certified LCP and therefore cannot investigate the complaint as it has no enforcement authority. As for the City of Marina my understanding is there is nothing in the property transfer agreement giving them enforcement authority. I am now waiting to hear back from Robert Norris and Michael Houlemard.
>
> I have attached the cover letters for the 2 complaints to help explain the issues. For any legal action I think it would require the workers to be plaintiffs and we could count only on the tile apprentice Ed Parker. We did not recruit any of the other workers. The suggestion of pursuing a lawsuit is not in the best interests of the LMCC as both Ross and even more so Garcia Flooring are likely to file bankruptcy to avoid payment. And the costs of the lawsuit would be far greater than the wage issues.

Unless I am missing something the only viable alternative is for the FORA to obtain jurisdiction (certified LCP) to enforce LC §§ 1771, 1774, 1777.5 et al. since this would also address an ongoing issue with enforcement for all FORA projects with similar circumstances. In case where the awarding body has engaged a certified LCP that would be an avenue for enforcement. And I know that DIR is still doing this in certain cases like the recent certification of the City Of San Jose's Department of Quality Assurance.

Tony

J. Anthony Narducci
LMCC USA, LLC
OFFICE 415-834-9625 MBL 415-786-9316

From: Ron Chesshire [mailto:ron@mscbctc.com]
Sent: Monday, October 12, 2015 11:31 AM
To: Anthony Narducci; 'Frank A. Marsala'
Cc: Anita@cityofmarina.org; Randy Smith; michael@fora.org; Robert Norris; board@fora.org; Sharon Seidenstein; Jolene E. Kramer
Subject: Re: Tile LMCC Promontory at CSU: Ross Masonry and Garcia Flooring Prevailing Wage Complaints

Anthony, I suggest you file a complaint also with the Police Chief and Head Building Official of the City of Marina. This can be done in conjunction with your filing with TPM Labor Compliance Services LLC because non payment is a violation within itself. If the City does not respond file with Michael Houlemard Chief Executive Officer of FORA. The non payment of Prevailing wages in a violation of 1.02 of the FORA Master Resolution. As per 1.02 of the MR it is outlined as to enforcement. I would suggest you go through the procedures. If you cannot bring this to resolution through the process legal action may be necessary. The Master Resolution is attached. Ron Chesshire M/SC BCTC

On 10/12/2015 9:58 AM, Anthony Narducci wrote:

> Dear Mr. Masala;
>
> I have been notified by Dina Morsi deputy DLSE labor commissioner assigned to investigate the subject prevailing wage complaints that the DLSE does not have jurisdiction and the complaints will be closed. I have been advised to refile these with TPM Labor Compliance Services, LLC.
>
> Will you please confirm you are the responsive contact or if not that person's contact information.
>
> Will you please confirm receipt of this email?
>
> Thank You;
> Anthony Narducci
> **The Northern California Tile Industry Labor Management Cooperation Committee Trust**
> A Joint Labor-Management Committee established pursuant
> to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. §175a)175a
>
> J. Anthony Narducci
> LMCC USA, LLC

OFFICE 415-834-9625 MBL 415-786-9316

From: Anthony Narducci [mailto:anarducci@finesse-consulting.com]
Sent: Friday, February 27, 2015 6:18 AM
To: 'Frank A. Marsala'
Cc: 'Anita@cityofmarina.org'
Subject: Evidence of CPR Request: Promontory: Ross Masonry

Dear Mr. Marsala;

Please read the first paragraph of the letter included with the request form which reads "*On behalf of the Northern California Tile Industry Joint Labor-Management Cooperation Committee, and pursuant to Labor Code Section 1776 and the Public Records Act, Government Code sections 6250, et seq., **I hereby request certified payroll records** for all work performed by Ross Masonry (license #678985) on the above-referenced project through the current date.*"

I have attached the letter and the City's public records request form here for your convenience. I trust this addresses your concern.

Would you please confirm this?

Thank You;
Anthony Narducci
The Northern California Tile Industry Labor Management Cooperation Committee Trust
A Joint Labor-Management Committee established pursuant
to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. §175a)175a

J. Anthony Narducci
LMCC USA, LLC
OFFICE 415-834-9625 MBL 415-786-9316 FAX: 480-632-2165

From: Frank A. Marsala [mailto:frank@laborcompliance.us]
Sent: Thursday, February 26, 2015 5:49 PM
To: Anthony Narducci
Subject: RE: Promontory: Ross Masonry

Mr. Narducci,

The Public Information request that was forward to me from the City of Marina did not include certified payroll records.
As you are indicating below, send a formal letter of request for Ross Masonry's certified payroll records on Promontory
to:

AMCAL Housing
Mr. Stephen Clark

30141 Agoura Rd., Ste. #100
Agoura Hills, CA 91301-4332

Once received, your request will be processed.

In advance of your request for certified payrolls, I have inventoried, Ross Masonry's certified payroll records on file for you preliminary file:

CPR 1: w/e 07/31/2014 through
CPR 29: w/e 02/12/2015
74 cpr records total

Respectfully,

Frank A. Marsala, Director Business Development
TPM Labor Compliance Services, LLC
2933 Foothill Blvd Suite B, La Crescenta, CA 91214
Tel. (818) 951-5987 | Dir. (818) 445-4248 | Fax (818) 743-7425

www.LABORcompliance.us

From: Anthony Narducci [mailto:anarducci@finesse-consulting.com]
Sent: Thursday, February 26, 2015 4:34 PM
To: Frank A. Marsala
Subject: RE: Promontory: Ross Masonry

Dear Marsala;

I understand the LCP is normally responsible for providing the CPRs which I presume from our earlier conversation you will provide hopefully this week. As to the other documents, as I understand it, the awarding body is normally responsible for providing these but it is not incumbent on me statutorily, the requester, to sort out who processes the public information request once it has been submitted. I do, however, appreciate your following up even though these are not in the scope of response of the LCP.

Thank You;
Anthony Narducci

The Northern California Tile Industry Labor Management Cooperation Committee Trust
A Joint Labor-Management Committee established pursuant
to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. §175a)175a

J. Anthony Narducci
LMCC USA, LLC
OFFICE 415-834-9625 MBL 415-786-9316 FAX: 480-632-2165

From: Frank A. Marsala [mailto:frank@laborcompliance.us]
Sent: Thursday, February 26, 2015 5:26 PM
To: Anthony Narducci
Subject: Promontory: Ross Masonry

Mr. Narducci,

Your request for Public Information goes beyond my scope and thus, I have forwarded your request onto
the project's developer, AMCAL. The developer's representative: Mr. Stephen Clarke, is currently in receipt of your public request for information that you filed with the City of Marina as of 2:10 pm this afternoon.

Mr. Clarke from AMCAL has been advised that TPM is unable to provide items 1-2, 4-5 because we do not
have such files on hand:

1. Copy of executed contract agreement between City of Marina & AMCAL
2. Notice of Advertisement and Proof of Publication for the project
3. On file with TPM– proof of acknowledgment of CA Labor Standards for project
4. Daily Inspector Logs and reports pertaining to work
5. Notice of Completion or estimated completion.

I will follow-up with Mr. Clarke to understand what items on your list will be forthcoming.

Respectfully,

Frank A. Marsala, Director Business Development
TPM Labor Compliance Services, LLC
2933 Foothill Blvd Suite B, La Crescenta, CA 91214
Tel. (818) 951-5987 | Dir. (818) 445-4248 | Fax (818) 743-7425

www.LABORcompliance.us

From: Anthony Narducci [mailto:anarducci@finesse-consulting.com]
Sent: Thursday, February 26, 2015 2:20 PM
To: Frank A. Marsala
Subject: hand shake

J. Anthony Narducci
LMCC USA, LLC
OFFICE 415-834-9625 MBL 415-786-9316 FAX: 480-632-2165

contained in or attached to the message. If you have received the message in error, please advise the sender by reply e-mail to<anarducci@finesse-consulting.com > and delete the message

Rosalyn Charles

From: Anthony Narducci <anarducci@finesse-consulting.com>
Sent: Tuesday, October 20, 2015 6:24 AM
To: 'Ron Chesshire'
Cc: 'Randy Smith'; 'Sharon Seidenstein'; 'Jolene E. Kramer'; Robert Norris; Michael Houlemard; FORA Board
Subject: 2015-10-20 Update Tile LMCC Promontory at CSU: Ross Masonry and Garcia Flooring Prevailing Wage Complaints

Ron;

The trustees have authorized me to refile the complaints with the City of Marina. I will keep you posted.

Anthony

J. Anthony Narducci
LMCC USA, LLC
OFFICE 415-834-9625 MBL 415-786-9316

From: Ron Chesshire [mailto:ron@mscbctc.com]
Sent: Monday, October 12, 2015 2:01 PM
To: Anthony Narducci
Cc: 'Randy Smith'; 'Sharon Seidenstein'; 'Jolene E. Kramer'; Robert Norris; michael@fora.org; board@fora.org
Subject: Ron C re AN PS Tile LMCC Promontory at CSU: Ross Masonry and Garcia Flooring Prevailing Wage Complaints

Anthony - Yes, an option is for FORA to engage an LCP or group of LCP's at this time if the City of Marina won't do their job. Also, it is a good option for projects in the future. The current problem is that jurisdictions and FORA have not adhered to the enforcement policies given to them as outlined in 1.02 of the Master Resolution. We are in hopes that this will change as too much time has been wasted waiting for the State to determine whether all projects within FORA's jurisdiction are Public Works and under the DIR. As you have seen they are not and that is something we at the local Building Trades have known for a long time. Thank you for your concern and effort on this matter. Ron Chesshire

Rosalyn Charles

From: Nicole <nicole@AmcalHousing.com>
Sent: Friday, October 23, 2015 2:31 PM
To: 'bdelgado62@gmail.com'
Cc: Percy Vaz; Stephen Clarke; 'dmckenzie@coxcastle.com'; 'kesaunders@csumb.edu'; 'dmoon@colerainecapital.com'; 'llong@ci.marina.ca.us'; FORA Board; Robert Norris; Michael Houlemard; 'bob@wellingtonlaw.com'
Subject: The Promonotry Project: CSU Monterey
Attachments: Promontory Letter 102315.pdf

Dear Mayor Delgado,

In light of recent emails that have been circulating, please see the attached letter from AMCAL CEO, Percy Vaz.

Thank You,

Nicole Huerta
AMCAL General Contractors Inc.
Ph: (818) 706-0694 ext. 152
Fax: (818) 889-9158
nicole@amcalhousing.com
www.amcalhousing.com

AMCAL
30141 Agoura Road, Suite 100
Agoura Hills, CA 91301
Phone (818) 706-0694 • Fax (818) 889-9158
WWW.AMCALHOUSING.COM

Dated: October 23, 2015

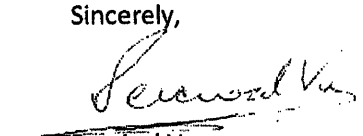
Mayor Bruce Delgado
City of Marina
3037 Vaughn Ave.
Marina, CA 93933
Via Email

Dear Mayor Delgado,

AMCAL is aware of several emails that have been circulated in the last few days and also throughout the course of the Promontory Project, indicating that AMCAL and its subcontractors have violated prevailing wage laws. AMCAL takes these accusations very seriously and has done its best to uphold all requirements set forth in the FORA Master Resolution and the Disposition and Development Agreement. From the beginning of the project, AMCAL hired a third party consultant, TPM Labor Compliance Services, to oversee the process and to collect and review all paperwork related to prevailing wage to ensure that our subcontractors were in compliance with all applicable laws. If an issue surfaced during construction where a subcontractor was found in violation of any prevailing wage requirement, we held our subcontractor accountable and had the violation immediately rectified. Though the project is not a public works project, as recently reaffirmed by the Department of Industrial Relations ("DIR") when they closed several complaints filed by Mr. Narducci, we still required our subcontractors to comply with all prevailing wage related requirements in accordance with state law. In a recent call between AMCAL and the DIR Representative, we were told that the DIR had begun investigating these cases and found that prevailing wages were properly paid. Throughout the project, AMCAL has been transparent, providing certified payrolls and requested documents consistent with the law to those that inquired. We have been tough on our subcontractors and required all certified payrolls, proof of benefits paid, and asked for random samplings of cancelled checks, etc. If any documentation was amiss, TPM took the hard stance of withholding the subcontractor's payments until they could show proof that all prevailing wage requirements were met. This is above and beyond what most agencies that we have worked with have required and we feel proud of our commitment to meet the requirements set forth by FORA. We feel that there has been an enormous amount of misrepresentation by Mr. Narducci and Mr. Chesshire. We would be happy to sit down with you and these gentlemen if further explanation is required, but hope that it is clear that AMCAL would never intentionally jeopardize its relationship with the City, FORA, or the University, nor our own reputation as a builder who has done a vast number of prevailing wage projects in the state of CA. We remain fully

committed to building excellent student housing projects while fulfilling all prevailing wage requirements.

Sincerely,



Percival Vaz

CEO, AMCAL

CC Kevin Saunders, California State University at Monterey Bay

Layne Long, City of Marina

Fort Ord Board of Directors, Fort Ord Reuse Authority

Michael Houlemard, Fort Ord Reuse Authority

Robert Norris, Fort Ord Reuse Authority

Stephen Clarke, AMCAL Equities LLC

David Moon, Coleraine Capital Group

Dwayne Mckenzie, Cox Castle Nicholson

Robert Rathie, Wellington Law Offices

Rosalyn Charles

From: Gina Pompey <gina@alombardolaw.com>
Sent: Friday, October 30, 2015 2:22 PM
To: FORA Board
Subject: FORA Special Meeting 11.2.15
Attachments: L-Fora Board 10.30.15.pdf

Chair O'Connell and Members of the Board:

Attached please find a letter from Mr. Lombardo regarding the above-referenced matter.

Thank you.

Gina Pompey
Assistant to Anthony L. Lombardo
ANTHONY LOMBARDO & ASSOCIATES
A Professional Corporation
144 W. Gabilan St.
Salinas, CA 93901
Phone (831) 751-2330
Fax (831) 751-2331
Email gina@alombardolaw.com

ANTHONY LOMBARDO & ASSOCIATES
A PROFESSIONAL CORPORATION

ANTHONY L. LOMBARDO
KELLY MCCARTHY SUTHERLAND
MICHAEL A. CHURCHILL
CODY J. PHILLIPS

144 W. GABILAN STREET
SALINAS, CA 93901
(831) 751-2330
FAX (831) 751-2331

October 30, 2015

Frank O'Connell, Chair
Members of the Board of Directors
Fort Ord Reuse Authority
920 2nd Ave. Suite A
Marina, CA 93933

Re: FORA Special Board Meeting

Dear Chair O'Connell and Members of the Board:

I just received notice of the special meeting scheduled for this coming Monday. Unfortunately, I am unable to attend next week's meeting.

It appears that this item involves the approval of the expenditure of $157,000 which is also the subject of your closed session discussion on November 12th regarding the dispute between Marina Coast Water District and the Fort Ord Reuse Authority over the Marina Coast Water District's budget.

I am not certain why a special meeting has been set for Monday night, when this subject is scheduled to be discussed on the 12th in closed session.

In any event, I am writing to request that if the Board approves the investment of these funds in the water augmentation supply project for the former Fort Ord, that the FORA Board place specific limitations on the expenditure of those funds. The first limitation should be that these funds are to be used only on projects related to either water conservation or water reclamation as a source of additional water supplies for the former Fort Ord. Specific direction should be given to the FORA staff that none of these funds, or for that matter any other FORA funds, should be expended towards any desalination plant proposals involving the Marina Coast Water District.

The second limitation on the expenditure of these funds should be that no funds are expended until and unless all three of the parties to the agreement, the Fort Ord Reuse Authority, the Marina Coast Water District and the Monterey Regional Water Pollution Control Agency, approve the exact purpose for the expenditure in order to prevent the Marina Coast Water District either spending funds or obligating MRWPCA and FORA to spend funds for purposes other than specified in the prior paragraph.

With these two safeguards in place, I believe that the problems associated with Marina Coast's prior unsupervised expenditure of funds for unsuccessful projects can be avoided.

Respectfully submitted,

Anthony L. Lombardo
Attorney for California American Water Company

ALL/gp

Rosalyn Charles

From: Tony Lombardo <tony@alombardolaw.com>
Sent: Monday, November 02, 2015 8:59 AM
To: Michael Houlemard
Cc: FORA Board; 'Catherine.Stedman@amwater.com'
Subject: FORA

Thank you for pointing out that my email last week not only had the time of today's meeting wrong but also referred to the next FORA meeting as being on the 12th instead of the 13th!

I appreciate the additional information regarding the approval of the expenditure of the funds towards the augmentation of the water supply for the base reuse. Based on your assurance that the funds were going to be expended towards the development of water reclamation and conservation projects only and no funds would be authorized to be spent on any desalinization projects, my client supports the staff's recommendation.

Anthony L. Lombardo
ANTHONY LOMBARDO & ASSOCIATES
A Professional Corporation
144 W. Gabilan St.
Salinas, CA 93901
Phone (831) 751-2330
Fax (831) 751-2331
Email tony@alombardolaw.com