



FORT ORD REUSE AUTHORITY

REGULAR MEETING FORT ORD REUSE AUTHORITY (FORA) BOARD OF DIRECTORS

Friday, February 10, 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 FEBRUARY 9, 2017.

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE** *(If able, please stand)*
3. **CLOSED SESSION**
 - a. Conference with Legal Counsel – Gov. Code 54956.9(a): Keep Fort Ord Wild v. Fort Ord Reuse Authority, Case No.:M114961
4. **ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION**
5. **ROLL CALL**

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

6. **ACKNOWLEDGEMENTS, ANNOUNCEMENTS, AND CORRESPONDENCE**

7. **CONSENT AGENDA**

INFORMATION/ACTION

CONSENT AGENDA consists of routine items accompanied by staff recommendation. Background information has been provided to the FORA Board on all matters listed under the Consent Agenda. 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 being made, 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 or a lengthy explanation is required, that item will be removed from the Consent Agenda and be considered separately at the end of the Consent Agenda.

- a. Approve January 13, 2017 Board Meeting Minutes (p. 1)
- b. Administrative Committee (p. 5)
- c. Veterans Issues Advisory Committee (p. 8)
- d. Habitat Conservation Plan Update (p. 12)
- e. Prevailing Wage Update (p. 18)
- f. 2017 Chair Committee Appointments (p. 20)
- g. Public Correspondence to the Board (p. 25)
- h. Approve Industrial Hygienist Contract – Stockade in Marina (p. 29)

8. **BUSINESS ITEMS**

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. Approve General Engineering Services Contract (p. 39)

9. **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 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.

10. **ITEMS FROM MEMBERS**

INFORMATION

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

11. **ADJOURNMENT**

NEXT REGULAR BOARD MEETING: MARCH 10, 2017



FORT ORD REUSE AUTHORITY
BOARD OF DIRECTORS REGULAR MEETING MINUTES
2:00 p.m., Friday, January 13, 2017 | Carpenters Union Hall
910 2nd Avenue, Marina, CA 93933

1. CALL TO ORDER

Chair O'Connell called the meeting to order at 2:00 p.m.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Chair O'Connell.

3. ROLL CALL

Voting Members Present:

Supervisor Jane Parker (Monterey County)	Mayor Ralph Rubio (City of Seaside)
Supervisor John Phillips (Monterey County)	Councilmember Dennis Alexander (City of Seaside)
Supervisor Mary Adams (Monterey County)	Mayor David Pendergrass (City of Sand City)
Mayor Jerry Edelen (City of Del Rey Oaks)	Mayor Joe Gunter (City of Salinas)
Councilmember Frank O'Connell (City of Marina)	Councilmember Cynthia Garfield (City of Pacific Grove)
Councilmember Gail Morton (City of Marina)	Mayor Steve Dallas (City of Carmel-by-the-sea)
Councilmember Alan Haffa (City of Monterey)	

Ex-officio (Non-Voting) Board Members Present: Kathleen Lee (20th Congressional District), Debbie Hale (TAMC), Dr. PK Diffenbaugh (MPUSD), Dr. Scott Brandt (UCSC), Dr. Eduardo Ochoa (CSUMB), Bill Collins (Ft Ord BRAC Office), Vicki Nakamura (MPC), Lisa Rheinheimer (MST), Dr. Thomas Moore (MCWD)

Absent: Nicole Charles (17th State District Senator Monning), Erica Parker (29th State Assembly member Stone), Colonel Brown (US Army)

4. ACKNOWLEDGEMENTS, ANNOUNCEMENTS, AND CORRESPONDENCE

a. Resolutions Acknowledging Fort Ord Recovery Service

Chair O'Connell acknowledged new Board members. Executive Officer, Michael Houlemard announced the resolution acknowledgment was intended for Congressman Sam Farr; however, the item will be postponed as Mr. Farr was unable to attend the meeting.

5. CONSENT AGENDA

- a. Approve November 4, 2016 Board Meeting Minutes
- b. Approve December 9, 2016 Board Meeting Minutes
- c. Administrative Committee
- d. Veterans Issues Advisory Committee
- e. Water/Wastewater Oversight Committee
- f. Travel Report
- g. Public Correspondence to the Board
- h. Environmental Services Cooperative Agreement-Quarterly Report Update

- i. Building Removal Update
- j. Amendment to FORA Office Lease

Chair O’Connell reviewed the items on the consent agenda. Board member Morton posed questions regarding items 5c (“Administrative Committee Report”) and 5i (“Building Removal Update”) and item 5f (“Travel Report”). Mr. Houlemard responded to questions.

Motion: On motion by Board member Morton and second by Board member Rubio and carried by the following vote, the Board approved consent agenda items 5a-5e and 5g-5j.

MOTION PASSED UNANIMOUSLY

Mr. Houlemard responded to questions with regard to the details of the Travel Report and advised the Board that the item is still to be considered by the Executive Committee. Board member Parker provided corrections to item 5a (“November 4, 2016 meeting minutes”) and indicated she should be noted as absent.

Public comment was received.

Motion: On motion by Board member Morton and second by Board member Rubio and carried by the following vote, the Board approved consent agenda item 5f.

MOTION PASSED UNANIMOUSLY

6. BUSINESS ITEM

- a. 2017 Board Officers Election

Mr. Houlemard provided the voting procedures. The nominations were made unanimously from the nominating committee and announced as follows:

- | | |
|---------------------------------|--|
| Chair: | Seaside Mayor Ralph Rubio |
| Vice Chair: | Monterey County Supervisor Jane Parker |
| Past Chair: | Marina Mayor Pro-Tem Frank O’Connell |
| Member-at-Large: | Del Rey Oaks Mayor Jerry Edelen |
| Member-at-Large: | Salinas Mayor Joe Gunter |
| Ex-Officio (Non-Voting) Member: | CSUMB President Dr. Eduardo Ochoa |

A substitute nomination for the position of Chair was made from a member of the public for Board member Jane Parker.

Chair O’Connell requested a roll call vote and those in favor of the nominating committee’s nomination voted “Rubio” and those in favor of the public’s nomination voted “Parker.” There were no abstentions.

The roll call vote was recorded as follows:

- | | |
|-------------------------------|--------|
| Sup. Jane Parker | Rubio |
| Sup. John Phillips | Rubio |
| Sup. Mary Adams | Parker |
| Mayor Jerry Edelen | Rubio |
| Councilmember Frank O’Connell | Rubio |

Councilmember Gail Morton	Parker
Councilmember Alan Haffa	Parker
Mayor Ralph Rubio	Rubio
Councilmember Dennis Alexander	Rubio
Mayor David Pendergrass	Rubio
Mayor Joe Gunter	Rubio
Councilmember Cynthia Garfield	Rubio
Mayor Steve Dallas	Rubio

The vote concluded 10-3 and approved the nomination of Mayor Ralph Rubio as Board Chair.

By voice vote, the Board voted unanimously to approve the nomination for Supervisor Jane Parker as vice-chair and Councilmember Frank O’Connell for the position of Past-Chair.

A substitute nomination for the position of member-at-large was made from the Board and the public for Board member Alan Haffa. Board member Haffa declined the nomination and suggested that the Board review the process of rotating the leadership roles between Board members at a later meeting.

By voice vote, the Board voted unanimously to approve the nomination for Mayor Jerry Edelen a member-at-large.

A substitute nomination for the position of member-at-large was made from the Board for Alan Haffa. Board member Haffa declined the nomination and asked the process to be reviewed and placed on a future agenda.

By voice vote, the Board voted unanimously to approve the nomination for Mayor Joe Gunter as the member-at-large.

By voice vote, the Board voted unanimously to approve the nomination for CSUMB President, Dr. Eduardo Ochoa as the Ex-Officio (non-voting) member.

These members will also serve as the Executive Committee.

b. Economic Development Quarterly Status Update

Josh Metz, Economic Development Manager, provided a presentation on the “Fort Ord Reuse: Economic Recovery Status,” that reviewed the history, goals, strategies, progress, opportunities and challenges of base recovery on the former Fort Ord. Mr. Metz responded to questions from the Board and the public.

c. Habitat Conservation Plan (HCP) Report Update

Jonathan Brinkmann, Principal Planner, provided a presentation to update the Board of the HCP. The presentation reviewed the HCP report background, comment letter received from the US Fish & Wildlife Service and the approach utilized to address those comments. The HCP schedule was also outlined in the presentation. Mr. Brinkmann responded to questions from the Board and the public.

d. Authorize Water Augmentation Study Solicitation

Peter Said, Project Manager, provided a presentation about the Water Augmentation Three-Party Planning Study Solicitation. The presentation included the history/background, program overview, the details of the programs phases 1 and 2, and the next steps. Staff recommended the Board authorize FORA Executive Officer to solicit, negotiate, and select a professional services contract

for a Fort Ord Water Augmentation Planning Alternatives Study, not to exceed \$157,000. The contract would be brought back to the Board for consideration.

Motion: On motion by Board member Morton and second by Board member Parker and carried by the following vote, the Board authorized FORA Executive Officer to solicit, negotiate, and select a professional services contract for a Fort Ord Water Augmentation Planning Alternatives Study, not to exceed \$157,000.

MOTION PASSED UNANIMOUSLY

7. PUBLIC COMMENT PERIOD

There were no verbal comments received from the public.

8. ITEMS FROM MEMBERS

Board member Dr. Thomas Moore announced a Special Districts Association of Monterey County meeting on Tuesday, January 17 at 6:00 p.m.

Chair O'Connell had comments regarding his tenure as Chair of the Board and turned the gavel over to incoming Chair Ralph Rubio.

9. ADJOURNMENT at 4:14 p.m.

DRAFT

FORT ORD REUSE AUTHORITY BOARD REPORT

CONSENT AGENDA

Subject: Administrative Committee	
Meeting Date: February 10, 2017	INFORMATION/ACTION
Agenda Number: 7b	


RECOMMENDATION:

Receive a report from the Administrative Committee.

BACKGROUND/DISCUSSION:

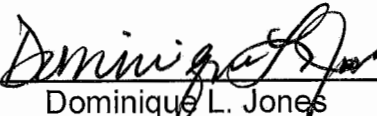
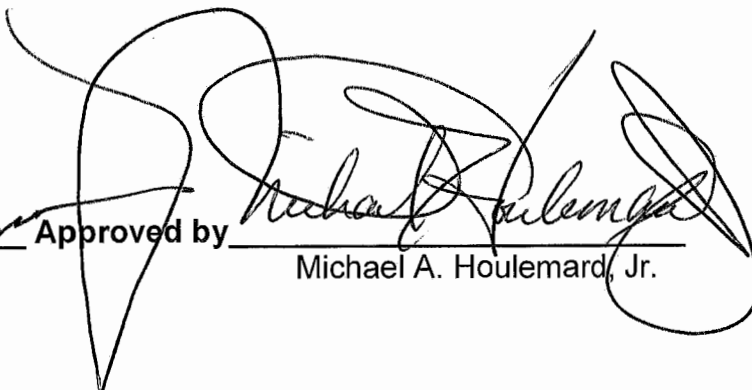
The Administrative Committee met on February 1, 2017. The minutes approved at this meeting are attached (**Attachment A**).

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, January 18, 2017 | FORA Conference Room
920 2nd Avenue, Suite A, Marina, CA 93933

1. CALL TO ORDER

Executive Officer, Michael Houlemard called the meeting to order at 8:32 a.m.

The following members were present:

AR = After Roll Call; * = voting member

Layne Long* (City of Marina)	Kathleen Ventimiglia (CSUMB)
Craig Malin* (City of Seaside)	Steve Matarazzo (UCMBEST)
Elizabeth Caraker* (City of Monterey)	Lisa Rheinheimer (MST)
Melanie Beretti* (Monterey County)	Mike Zeller (TAMC)

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Lisa Rheinheimer.

3. ACKNOWLEDGEMENTS, ANNOUNCEMENTS AND CORRESPONDENCE

Co-Chair, Craig Malin asked the Committee and public for any acknowledgements, announcements and correspondence. Kristie Reimer reported a community meeting was held on Tuesday, January 17, 2017 at the Marina Library. The topic of the meeting was water availability specifically on the former Fort Ord. Committee member Long also informed the Committee and public about the Special Districts Association of Monterey County meeting that was also held on January 17, 2017 regarding water supply in the Monterey Peninsula.

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 verbal comments received from the public.

5. APPROVAL OF MEETING MINUTES

ACTION

- a. December 14, 2016 Regular Meeting Minutes
- b. January 4, 2017 Regular Meeting Minutes

MOTION: *On motion by Committee member Beretti and second by Committee member Long and carried by the following vote, the Administrative Committee*

moved to approve the regular meeting minutes for the December 14, 2016 and January 4, 2017.

MOTION PASSED UNANIMOUSLY

6. JANUARY 13, 2017 FORA BOARD MEETING FOLLOW-UP REVIEW

Mr. Houlemard provided an overview of the action taken at the January 13, 2017 Board meeting, specifically bringing attention to item 6a – 2017 Board Officers Elections. Mr. Houlemard described the nomination and voting process that took place and encouraged those that were unable to attend to review the video on FORA’s website.

There were no verbal comments from the public.

7. BUSINESS ITEMS

INFORMATION

- a. Capital Improvement Program (CIP)
 - i. Development Forecasts Requests
 - ii. Caretaker Costs Reimbursement Policy
 - iii. FY 2017-2018 CIP Schedule

Jonathan Brinkmann, Principal Planner, reviewed the Capital Improvement Program items. The jurisdictions were reminded to submit their development forecasts by the January 20, 2017 deadline. The Caretaker Costs deadline was also announced as a reminder to jurisdictions whom have not submitted their reimbursements requests. Mr. Brinkmann also reviewed the FY 2017-2018 CIP schedule.

Public comment was received on the items and staff answered questions regarding how the budget was set.

- b. Transportation Agency of Monterey County (TAMC)/FORA Fee Reallocation Study

Mr. Brinkmann reviewed the study provided by Kimley-Horn & Associates and compiled in coordination with TAMC. Staff took notes on various suggestions from the Committee and the public in an effort to improve the study presentation. Committee members agreed to continue the review and submit any questions or concerns directly to FORA staff. TAMC and FORA staff will work with the consultants to provide an improved draft for review. The item was requested to return to the Administrative Committee on February 1, 2017.

8. ITEMS FROM MEMBERS

There were no items from Committee members.

9. ADJOURNMENT at 9:20 a.m.

FORT ORD REUSE AUTHORITY BOARD REPORT

CONSENT AGENDA

Subject: Veterans Issues Advisory Committee

Meeting Date: February 10, 2017

Agenda Number: 7c

INFORMATION/ACTION

RECOMMENDATION:

Receive an update from the Veterans Issues Advisory Committee (VIAC).

BACKGROUND/DISCUSSION:

The Veterans Issues Advisory Committee met on January 26, 2017. The minutes approved at this meeting are attached (**Attachment A**).

FISCAL IMPACT:

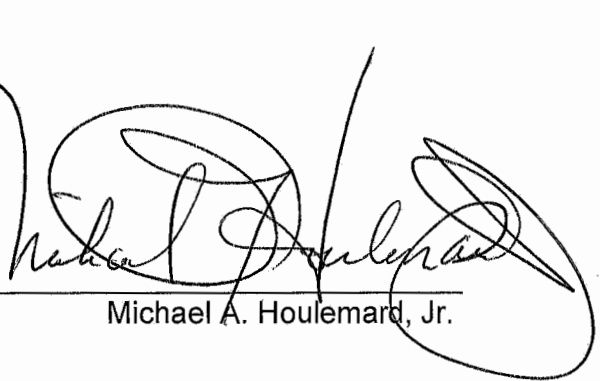
Reviewed by FORA Controller 

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. Thursday, December 14, 2016 | FORA Conference Room
920 2nd Avenue, Suite A., Marina, CA 93933**

1. CALL TO ORDER

Chair, Mayor Jerry Edelen called the meeting to order at 3:00 p.m.

Committee Members:

James Bogan, Disabled American Vets

Colonel Lawrence Brown, Presidio of Monterey

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

Richard Garza, Central Coast Veterans Cemetery Foundation (CCVC Foundation)

Edith Johnsen, Veterans Families

Jack Stewart, Fort Ord Veterans Cemetery Citizens Advisory Committee

Sid Williams, Monterey County Military & Veterans Advisory Commission (VAC)

2. PLEDGE OF ALLEGIANCE led by Robert Norris.

3. ACKNOWLEDGEMENTS, ANNOUNCEMENTS AND CORRESPONDENCE

Command Sergeant Major (CSM) Roberto O. Marshall, Garrison (CSM), was introduced as a new member of the VIAC and was acknowledged for attendance to his first meeting.

4. PUBLIC COMMENT PERIOD

There were no comments received from the public.

5. APPROVAL OF MEETING MINUTES

a. September 22, 2016

b. October 27, 2016

***MOTION:** On motion by Committee member Stewart and second by Committee member Bogan and carried by the following vote, the VIAC moved to approve the September 22, 2016 and October 27, 2016 meeting minutes.*

Abstain: Daria Maher

MOTION PASSED UNANIMOUSLY

6. BUSINESS ITEMS

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

- i. Cemetery Administrator's Status Report
- ii. Cemetery Advisory Committee (CAC) Working Meeting Agenda
- iii. Endowment Parcel MOU
- iv. Opening Ceremony
- v. Military and Veterans Affairs Pre-Enrollment Report

Daria Maher, CCCVC Administrator, informed the Committee that 1,293 applications were approved and 123 cremains have been interred and 20 engraved niche covers are now displayed. The report regarding phase 2 has been delayed as CCCVC is still awaiting information on the pre-application from the Veteran's Affairs office. Ms. Maher also announced a wreath laying ceremony that will be held on Friday, December 16, 2016 at 9:00 a.m.

The Committee also discussed the need for signs to clearly identify the route to the Cemetery location. Ms. Maher confirmed that the CCCVC is working with Google to have the location identified for visitors using navigation systems. The CalVet website has maps and the CCCVC is working on obtaining their own website.

b. Fundraising Status

- i. CCVCF Status Report

Richard Garza informed the Committee that the current focus is on a pledge motorcycle trip by the American Legion Riders that will be held in late summer, in which the riders will travel from the CCCVC to Maine and back.

Jack Stewart requested to revisit item 6a-iii – CCCVC Status Report; Endowment Parcel MOU. Mr. Norris provided information regarding how FORA staff is engaged with Melanie Beretti at Monterey County to set up the paperwork to clarify the MOU and address the perceptions surrounding the endowment parcel MOU. Mr. Stewart expressed concerns about the sale of the endowment parcel; Mr. Norris provided further information about the work the CAC would be doing to address any conflicts and their efforts to collaborate with the State of California and other agencies.

Mr. Stewart also announced that the United Veteran's Council donated \$25,000 to the foundation for the Veteran's Cemetery.

c. VA/DoD Veterans Clinic Status Report

- i. Historic Flag Pole Variance Update
- ii. Operational Schedule

James Bogan advised the Committee of the positive progression for the VA/DoD Clinic status. Col. Lawrence Brown provided details about how the two federal agencies are working together and resolving the challenges that arise.

d. Veterans Transition Center Housing Construction

The Committee discussed the status of the housing construction in Mr. Fagan's absence, and

the possibility the Assistant Director position had been filled. Mr. Norris also informed the Committee, the City is withholding its approval until a signed letter for the water commitment has been provided and that the Health and Human Services Department had waived their requirements but still pending formal transmission.

e. Historical Preservation Project

Mr. Norris reported on direction received at the previous VIAC meeting about drafting a letter and submitting to the Community Foundation. The goal is to gain support to assist in establishing a Board of Directors for the Historical Preservation group in order to organize fundraising efforts.

Mr. Stewart confirmed that the 501c(3) status has been granted.

7. ITEMS FROM MEMBERS

Chair Edelen wished the Committee, staff & the public a Merry Christmas!

8. ADJOURNMENT at 3:21 p.m.

NEXT SCHEDULED MEETING: January 26, 2017

FORT ORD REUSE AUTHORITY BOARD REPORT

CONSENT AGENDA

Subject:	Habitat Conservation Plan Update	
Meeting Date:	February 10, 2017	INFORMATION/ACTION
Agenda Number:	7d	

RECOMMENDATION(S):

Receive a United States Fish and Wildlife Service (USFWS) Habitat Conservation Plan (HCP) and State of California Department of Fish and Wildlife (CDFW) 2081 Incidental Take Permit status report.

BACKGROUND:

The 1997 Fort Ord Reuse Plan included a draft Implementing/Management Agreement as Appendix A. The Implementing/Management Agreement's purpose was to allow the Fort Ord Reuse Authority (FORA) and its member agencies to receive Incidental Take Permits (ITPs) from USFWS and CDFW for "Take" of federally and state-listed species under the Endangered Species Act (ESA) and California Endangered Species Act (CESA). FORA and its member agencies must obtain ITPs to implement conservation measures outlined in the Army's 1997 Habitat Management Plan (HMP) and to reuse and develop former Fort Ord as envisioned in the 1997 Fort Ord Reuse Plan. FORA, its member agencies, USFWS, and CDFW never signed the draft Implementing/Management Agreement since it could not be processed concurrently with the 1997 HMP. Since 1997, FORA diligently pursued a Fort Ord Habitat Conservation Plan (HCP) and its accompanying documents as required by USFWS and CDFW. FORA worked through many challenges in its pursuit of a base-wide HCP. Some of these challenges included: impediments to conducting habitat restoration burns, listing of the California Tiger Salamander, additional species and habitat management requirements, limited CDFW and USFWS staffing resources, changing HCP requirements, changing CDFW and USFWS staff representatives, and additional habitat mitigation or restoration requirements.

DISCUSSION:

On July 29, 2016, FORA received a comment letter from USFWS Ventura Office Field Supervisor Stephen P. Henry outlining nine general recommendations for changes to the draft Fort Ord HCP. USFWS representatives recognize the 20-year history of FORA working toward a basewide HCP and affirmed their continued support for FORA's Public Review Draft HCP schedule. At its September 9, 2016 meeting, the FORA Board authorized contract amendments for HCP consultant Inner City Fund (ICF) International and Environmental Impact Statement/ Environmental Impact Report (EIS/EIR) consultant Denise Duffy & Associates (DD&A) to address these nine USFWS recommendations/comments and prepare a public review draft HCP and its accompanying EIS/EIR.

Since the September 9, 2016 meeting, FORA staff and consultants met with USFWS and CDFW representatives five times. FORA staff and consultants have received sufficient guidance to prepare the public review draft HCP and its EIS/EIR. Key revisions include: (1) removing non state or federally listed species, or listed species not known to occur outside of the Fort Ord National Monument (Monument); (2) additional mitigation measures to benefit

HCP species within the Monument; and (3) rewriting the HCP to only rely on Monument lands for mitigation when Permittees' additional mitigation measures provide a link for the reliance. USFWS and CDFW representatives have agreed to meet an HCP schedule (**Attachment A**) allowing one review period prior to publishing the public review draft HCP and its EIS/EIR before June 30, 2017.

FISCAL IMPACT:

Reviewed by FORA Controller 

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

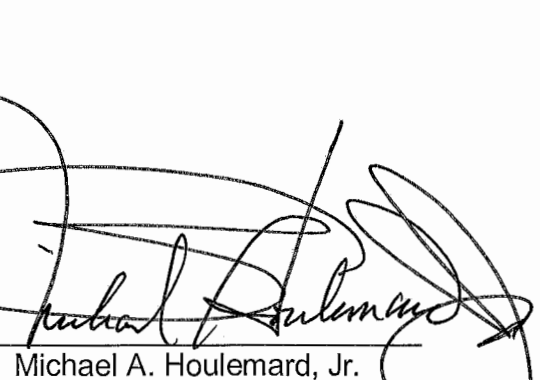
COORDINATION:

Authority Counsel, Administrative Committee, Permittees, ICF, DD&A, and wildlife agencies.

Prepared by


Jonathan Brinkmann

Approved by


Michael A. Houlemard, Jr.

		Status	2017												2018												
			J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	
HCP																											
11	Review Screen-check Draft HCP (Wildlife Agencies)	Done																									
	Prepare 2nd Screen-check Draft HCP			■																							
	Agencies and Permittee Review 2nd Screen-check Draft (60 days)			■	■																						
12	Prepare Public Draft HCP				■	■																					
13	Prepare and publish Notice in Federal Register for HCP, EIS, IA						■																				
14	Public/Agencies Review Period (90 days)							■	■	■																	
15	Conduct Public Outreach							■					■														
16	Prepare Final HCP								■	■	■	■															
17	See Approval process steps																										

		Status	2017												2018											
			J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D
	EIR/EIS																									
4	Solicitor review (3 weeks)	Done																								
5	Prepare screencheck Public Review EIS/EIR		■																							
6	Agencies and Permittee Review 2nd Screen-check Draft (60 days)			■	■																					
7	Prepare Public Review EIS/EIR				■	■																				
8	Prepare and publish Notice of Availability in Federal Register (see HCP-7 above)						■	■																		
9	Prepare and publish CEQA Notice of Availability (1 - 2 months)						■	■																		
10	Public/Agencies Review Period (90 days)							■	■	■																
11	Respond to public comments/Prepare 1st Admin Draft Final EIS/EIR								■	■																
12	Review Period										■															
13	Prepare Final Public Draft EIS/EIR - clear for publication											■	■													
14	Publish Notice of Final EIS, HCP and IA Availability in Federal Register - 30 day comment period													■	■											
15	Publish CEQA Notice of Determination - Permit Applicants - 30 day challenge period													■	■											
16	CEQA Notice of Determination--CDFG - 30 day challenge period													■	■											
17	See Approval Process steps																									
18	Federal Prep and Pub of <i>Record of Decision (ROD)</i> - 30 day wait period													■	■											

		Status	2017												2018											
			J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D
	Implementing Agreement																									
10	Review 3rd Admin Draft IA (Permit Applicants, BLM, Wildlife Agencies)	Done																								
11	Prepare 2nd Screen-check Draft IA		█																							
12	Review Screen-check Draft IA (Wildlife Agencies)			█	█																					
13	Prepare Public Draft IA				█	█																				
14	Prepare and publish Notice of Availability in Federal Register (see HCP-12 above)						█																			
15	Public/Agencies Review period (90 days)							█	█	█																
16	Prepare Final IA									█	█	█	█													
17	See Approval Process steps																									

Status		2017												2018											
		J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D
Approval Process																									
1	Permit Applicants and BLM Approval of Final Plan, Final EIR/EIS and Final IA																								
2	Establish Implementing Entity																								
3	Implementing Entity approves Final Plan. EIR/EIS and Implementing Agreement																								
4	See EIR/EIS steps 11, 12 and 13																								
5	Local Agencies Adopt Imp Ordinances																								
6	Wildlife Agencies Approval of Plan, EIR and EIS and IA																								
7	FG Findings Preparation																								
8	FWS Findings/Biological Opinion																								
9	Permits Issued by FWS																								
10	Permits issued by CDFG																								

FORT ORD REUSE AUTHORITY BOARD REPORT

CONSENT AGENDA

Subject: Prevailing Wage Status Report

Meeting Date: February 10, 2017

Agenda Number: 7e

INFORMATION/ACTION

RECOMMENDATION(S):

Accept Prevailing Wage Status Report

BACKGROUND:

Since early 2015, the FORA Board has been wrestling with the application and enforcement of the Master Resolution prevailing wage requirements. Over the past year, the Board has heard complaints from individual workers, labor unions, and contractors about the program. In pursuit of clarity for all stakeholders, FORA met with the Department of Industrial Relations (DIR) to seek interpretation of SB854 and other recent changes in California Labor Laws as it may pertain to FORA. In order to assist the jurisdictions, the FORA Board elected to enhance its prevailing wage program by hiring a Prevailing Wage Coordinator.

The focus of the new position is to provide support and assistance to the jurisdictions. In this regard, the Prevailing Wage Coordinator began work on May 16, 2016. Since that time, she has worked to meet with the jurisdictions to obtain information about how best to provide support and craft a program to monitor and assist in meeting prevailing wage requirements on Fort Ord. As a part of the background and outreach, she has also made contact with labor representatives, representatives from the development community and labor compliance monitors. (Some of the issues articulated include lack of clarity in applying and complying with the prevailing wage rules, lack of residential prevailing rates for many of the trades, lack of access to certified payroll records, lack of staff to handle complaints, abuse of the workers (underpayment of wages, misclassification of workers, lack of timely access to records, payment of training fees for apprentices and the changing regulatory environment.

Since the Department of Industrial Relation's letter to Jane Haines of March 16, 2016, the DIR has begun to review information and prior decisions about the public works status of projects being built on Fort Ord. With this new interpretation by DIR that Fort Ord projects are considered a public work regulated by the state, a whole new set of obligations will kick in regarding obligations of jurisdictions (awarding agencies), developers, contractors, and subcontractors. It is anticipated that development and utilization of a uniform set of practices to gather data and monitor prevailing wage issues would be beneficial to implementing the original goals of the Base Reuse Plan and its Master Resolution.

Also, a series of webinars, FAQ pages, and/or trainings would be offered to implement an educational outreach on state prevailing wage requirements and the nuances presented by Fort Ord Reuse projects. As a final part of the program, statistical data and reports would be generated and provided to the Board (and jurisdictions) at quarterly intervals to provide information on the total number of workers working on Fort Ord and jurisdictions, the number of local workers, the resolution or flagging the number of complaints resolved through the

monitors and possibly, forecasting the need/demand for specialized local labor in future years as development continues.


DISCUSSION:

State regulators presented a training on November 1, 2016. Almost 50 people attended – a mix of union representatives, local contractor and representatives of the development community. The presentation was videotaped and FORA has posted the video of this presentation on its web page. From October 1, 2016-December 31, 2016, a range of hours of over 5,000 hours and over 127 workers. Approximately, 30% of the hours were performed by workers within the tri-county area: (Santa Cruz, Monterey and San Benito Counties). Additionally, CSUMB reports that approximately 21,024 man hours were reported on CSU projects during that time period. Two jurisdictions have registered to utilize the compliance software. To encourage usage of the product for Fort Ord purposes, we have broadened the scope to allow jurisdictions to utilize the software for all of their projects.

FORA has received inquiries about where to obtain certain prevailing wage information. In accordance with the protocol, FORA has passed certain inquiries on to the underlying jurisdiction and/or awarding body.

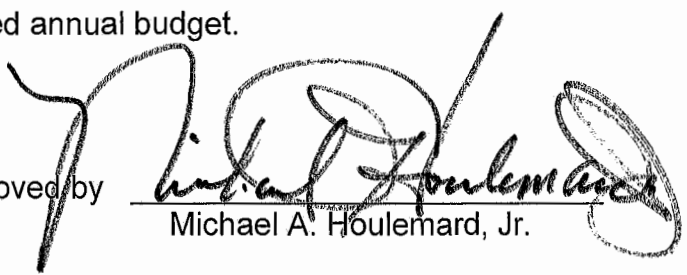
Finally, the Prevailing Wage Coordinator is providing information to FORA staff regarding bid requirements and other updated requirements of SB854 regarding FORA's upcoming public works projects.

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.

FORT ORD REUSE AUTHORITY BOARD REPORT		
CONSENT AGENDA		
Subject:	2017 Chair Committee Appointments	
Meeting Date:	February 10, 2017	ACTION
Agenda Number:	7f	

RECOMMENDATION:

Confirm Fort Ord Reuse Authority (FORA) Board of Directors Chair Rubio 2017 appointments to the Finance Advisory Committee (Finance Committee) and the Legislative Advisory Committee (Legislative Committee).

BACKGROUND/DISCUSSION:

Each year at the February Board meeting, the FORA Chair appoints subject to confirmation by the FORA Board. FORA’s Finance and Legislative Committees for Board confirmation. Appointees serve for a term of one year and must be chosen from among the ex-officio, voting, or alternate Board members.

Chair Rubio recommends the following to serve through February 2018:

Finance Committee:

- Mayor Joe Gunter, City of Salinas (Chair)
- Councilmember Gail Morton, City of Marina
- Andre Lewis, California State University, Monterey Bay
- Councilmember Alan Haffa, City of Monterey
- Supervisor John Phillips, County of Monterey
- Councilwoman Cynthia Garfield, City of Pacific Grove
- Mayor Ralph Rubio, City of Seaside (Alternate)

Legislative Committee:

- Supervisor Phillips, County of Monterey (Chair)
- Councilmember Frank O’Connell, City of Marina
- Mayor Ralph Rubio, City of Seaside
- Mayor Jerry Edelen, City of Del Rey Oaks
- Mayor David Pendergrass, City of Sand City

Consistent with the 1998 FORA-Marina Coast Water District Water and Waste Water Facilities Agreement, Chair Rubio re-appoints the following:

Water/Wastewater Oversight Committee (WWOC):

- Dennis Allion, City of Del Rey Oaks
- Elizabeth Caraker, Steve Wittry, City of Monterey
- Rick Riedl, Scott Ottmar, City of Seaside
- Melanie Beretti, Nick Nichols, Monterey County
- Layne Long, Brian McMinn, City of Marina
- Steve Matarazzo, University of California Santa Cruz – MBEST
- Mike Lerch, California State University, Monterey Bay

The WWOC Committee Charge is provided as **Attachment A**.

The Chair is also responsible for creating and appointing all ad-hoc advisory committees. These appointments do not require Board confirmation and are not limited, as ad-hoc committees are, by definition, convened for a limited term/purpose and dissolved after the completion of the achievement of the objective.

Chair Rubio appoints the following to serve on these ad-hoc committees:

Veterans Issues Advisory Committee (VIAC):

Mayor Jerry Edelen, City of Del Rey Oaks (Chair)
Mayor Joe Gunter, City of Salinas
Ian Oglesby, US Army Veteran
Command Sgt. Major Marshall, US Army
Mary Estrada, United Veterans Council
Sid Williams, Monterey County Military & VA Commission
Wes Morrill, Monterey County Office of Military & Veteran Affairs
Edith Johnsen, Veterans Families/Fundraising
Richard Garza, California Central Coast Veterans Cemetery
Jack Stewart, Fort Ord Veterans Cemetery Citizens Advisory Committee
James Bogan, Disabled American Veterans

The VIAC Committee Charge is provided as **Attachment B**.

Transition Task Force (TTF):

Andre Lewis, California State University, Monterey (Chair)
Councilmember Alan Haffa, City of Monterey
Councilmember Gail Morton, City of Marina
Mayor Jerry Edelen, City of Del Rey Oaks
Mayor Ralph Rubio, City of Seaside
Supervisor Mary Adams, County of Monterey
Councilmember Cynthia Garfield, City of Pacific Grove
Debbie Hale, Transportation Agency of Monterey County

The TTF Committee Charge is provided as **Attachment C**.

FISCAL IMPACT:

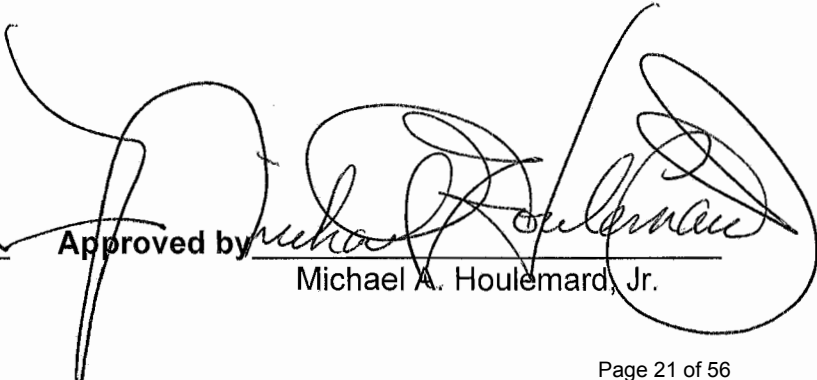
Reviewed by the FORA Controller 

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

COORDINATION:

FORA Chair, Executive Committee

Prepared by 
Dominique L. Jones

Approved by 
Michael A. Houlemard, Jr.

Water & Wastewater Oversight Committee Committee Charge

The Water & Wastewater Oversight Committee (“WWOC”) was created through the 1998 FORA-Marina Coast Water District Water and Waste Water Facilities Agreement (“Facilities Agreement”). The WWOC’s roles and responsibilities are described under Article 4 Oversight of the Facilities Agreement as follows.

- 4.2.1. Committee Appointment. A Water/Wastewater Oversight Committee “Committee”, will be appointed by the FORA Board from appropriate agency staff members who will serve at the pleasure of the Board. The Committee will include representatives from the future land use jurisdictions and the two Universities (Cities of Marina, Seaside, Monterey, Del Rey Oaks, the County of Monterey, CSUM and UCMBEST), for a total of seven members.
- 4.2.2. Committee Role. The Committee shall be advisory to the FORA Board and shall have the following functions:
- 4.2.2.1. Receive recommendations regarding operation of the facilities.
 - 4.2.2.2. Advise the FORA Board and staff on appropriate action regarding such recommendations.
 - 4.2.2.3. Review and recommend on operating and capital improvement budgets.
 - 4.2.2.4. Periodically review and recommend a master plan of public sewer and water facilities.
 - 4.2.2.5. Make recommendations pursuant to Article 7 of this Agreement, including recommendations regarding allocation of costs over benefitted properties.
 - 4.2.2.6. Confirm adequacy of services provided.
 - 4.2.2.7. Review the annual financial statement and MCWD audit to affirm that results achieved comport with expectations of FORA.
 - 4.2.2.8. Evaluate annually the performance of MCWD in accordance with this Agreement.
 - 4.2.2.9. Advise on short and long term financial planning and fiscal management.
 - 4.2.2.10. Assure that the facilities are complimenting implementation of the reuse plan.

Veterans Issues Advisory Committee Committee Charge

The Veterans Issues Advisory Committee (“VIAC”) will identify, discuss, evaluate, and advise regarding the development of former Fort Ord issues that directly impact Monterey Bay Area veterans. The primary issues that are to be monitored are initial construction of the California Central Coast Veterans Cemetery and the Veterans Administration/ Department of Defense Clinic – both to be located on the former Fort Ord, and the establishment of a Veterans Drop-in Counseling Center. The VIAC is charged with reviewing resources necessary for the successful implementation of both of these projects and will review data or recommendations that may come from the Fort Ord Reuse Authority Administrative Committee, Executive Committee, and Board of Directors as well as other Monterey County jurisdictions, and provide input regarding organizational, policy, financial, and technical elements in processing these projects and others related to veterans or military issues as may be assigned by the FORA Chair (on behalf of the Board of Directors). FORA staff will provide technical and administrative support to the VIAC.

Transition Task Force
Committee Charge

The Fort Ord Reuse Authority's legislative terminus is June 30, 2020. A Transition Task Force (TTF) was created in April, 2016 to explore post 2020 alternatives and the associated transition issues. The TTF ultimately makes a recommendation to FORA Board by Fall 2016. Its work consists of reviewing contractual closing obligations, liabilities, implementation agreements, revenue sources and potential alternatives.

FORT ORD REUSE AUTHORITY BOARD REPORT	
CONSENT AGENDA	
Subject:	Public Correspondence to the Board
Meeting Date:	February 10, 2017
Agenda Number:	7g
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

FORT ORD REUSE AUTHORITY BOARD REPORT

CONSENT ITEMS

Subject:	Approve Industrial Hygienist Contract – Stockade in Marina	
Meeting Date:	February 10, 2017	INFORMATION/ACTION
Agenda Number:	7h	

RECOMMENDATION(S):

Authorize the Executive Officer to execute the Industrial Hygienist (IH) Professional Services contract with Vista Environmental not to exceed \$74,970 (**Attachment A**).

BACKGROUND/DISCUSSION:

Part of FORA's building removal obligation in the City of Marina is the removal of the former Fort Ord Stockade. The City of Marina (Marina) currently owns and leases the Stockade property. Early in 2016, FORA and Marina staff began Stockade removal discussions. FORA staff prepared an open solicitation for professional Industrial Hygienist services to sample, test, and characterize hazardous materials for removal at the Stockade. In coordination with Marina, FORA staff evaluated five responsive proposals and interviewed the top three respondents. Vista Environmental scored the highest of the three and was selected to negotiate a contract.

The consultant's scope includes a background study, sample and testing of hazardous materials, and development of a hazardous materials plan (tasks 1 through 4). In order to achieve cost reductions and efficiency over the program implementation, staff negotiated to include in the scope the Air Monitoring and Background Confirmation (Tasks 5 and 6). This negotiation provided a price reduction for Tasks 1 through 4 from the initial cost reported of \$48,000 to \$33,240. The contract also includes the option to exercise on-call services per a fixed rate schedule valid until 2019, and conditional upon Board approval for work exceeding \$25,000 per the Master Resolution. These scope and efficiency additions increased the overall contract to \$74,970 (Exhibit 'C'). If the Board has no objection, staff recommends contract approval authorizing the Executive Officer to execute the IH Professional Services Contract with Vista Environmental not to exceed \$74,970.

FISCAL IMPACT:

Reviewed by FORA Controller 

Funding for these building removal efforts is included in the approved FY 16-17 Capital Improvement Program and FY 16-17 FORA Budget.

COORDINATION:

Administrative Committee, City of Seaside, City of Marina

Prepared by  Peter Said Reviewed by  Stan Cook

Approved by  Michael A. Houlemard, Jr.

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 Vista Environmental Consulting, Inc., 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 FORA's Board of Directors and/or the Executive Officer of FORA.
2. TERM. Consultant shall commence work under this Agreement effective on February 17, 2017 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 **Task 1 through 6 of this Agreement is not-to-exceed \$74,970** including out of pocket expenses. On Call Services will be on a time and materials basis per the rate schedule in Exhibit 'D'; the scope of work will be delineated and the approved total 'not-to-exceed' compensation stated on the face of a work order.

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

Vista Environmental Consulting
100 12th Street, Building 2902 #105
Marina, CA 93933
831-262-9361

By _____
Michael A. Houlemard, Jr.
Executive Officer

By _____
Charles R. Bove
Principle in Charge

Date: _____

Date: _____

Approved as to form:

Jon R. Giffen, Authority Counsel

EXHIBIT A

SCOPE OF WORK

The Scope of Work includes, but is not limited to, the tasks for the categories outlined and described below for the building types and locations listed.

Task 1 – Perform a Site Soil Background Survey of the Stockade Site:

Conduct a site soil background survey consisting of:

Building Soil Samples

Composite Soil Samples around the building are required of native surface soils 6 inch deep within 10ft of the building perimeter.

- a. Title 22 (CAM 17) metals.
- b. Polychlorinated Biphenyls (PCB's).
- c. Asbestos.
- d. Lead.

Site Area Samples

Site Soil samples of native surface soils 6 inch deep are required in the exposed soil areas within the Stockade driveway perimeter. (No samples are required in paved or asphalted area's.)

- a. Title 22 (CAM 17) metals.
- b. Polychlorinated Biphenyls (PCB's).
- c. Asbestos.
- d. Lead.

Loose Aggregate Samples

Sample the soil that has breached the windows (Title 22 metals), Asbestos (435 Natural occurring) and PCB's. Four 4 point composite samples will be taken of 4 separate piles (16 samples total).

Deliverables:

- 1.1 Three Hard Copies and One Digital Master (PDF) on a thumb drive of Final Soils Report with executive summary, to include 1) all test reports, 2) an excel file recording the location of each sample taken, and 3) test results attached.*
- 1.2 PowerPoint presentation summarizing the Final Report.*

Provide one (1) editorial review of the documentation to FORA prior to approval.

Task 2 –Hazardous Materials Survey and Testing of the Stockade Site

Conduct and document a hazardous material surveys in and around the Stockade building and its associated towers and support buildings See **Attachment B, Site Map**, Buildings 4950, 4951, 4952, 4953, 4954, 4955, 4956 and 4957. Previous asbestos positive data from BRAC reports may be used. The Respondent is required to submit samples to a California certified laboratory, accompanied by a chain of custody form.

Asbestos Survey

Comprehensive destructive assessment meeting Cal-OSHA regulations for the number of samples per material categories and the Monterey Bay United Air Pollution Control District (MBUAPCD) regulatory requirements to “Thoroughly Inspect” prior to demolition is required. Positive data from past historical surveys may be used, but will not be sufficient to complete this task.

- a. Bulk Samples analyzed by Polarized Light Microscopy (PLM) sufficient to classify each material in each room.
- b. 400 point count test for wall & joint compound samples and each friable material found in large quantities and tested below 3% by PLM.

Lead Based Paint Survey

Lead XRF screening of interior and exterior wall coatings and other building materials (such as ceramic tiles).

- a. XRF test of each wall color, in each building wing and floor level.
- b. Notate the point where the XRF test was taken (i.e. on the wall) in large black writing, and denoting the XRF result.

Polychlorinated Biphenyl (PCB) Assessment

Sampling of PCB’s is required and samples must be sent to an accredited laboratory for chemical extraction and analysis using EPA’s SW-846 Method 3500B/3550B, followed by Method 8082.

- a. One sample for each Oil Based transformers.
- b. One sample for Concrete Adjacent to Oil Based Transformers.

Deliverables:

- 2.1 Asbestos PLM and 400 point count sample test results.*
- 2.2 XRF test results with test locations and test numbers (Excel File).*
- 2.3 PCB sample test results.*

Provide one (1) editorial review of the documentation to FORA prior to approval.

Task 3 – Waste Profiles and Building Reports of the Stockade Site

Waste Profiles

Profile non-recyclable material by material type. Each category of material shall be listed by building. Each building must be tested for Title 22 CAM 17 metals (TTLC) and Lead (STLC). Materials include, but are not limited to:

- Non-Asbestos building materials.
- Ceramic Tile and Mortar Beds.
- Interior Paints on Structural Concrete.
- Exterior Paints on Structural Concrete.

Building Reports

Prepare a final report of the Hazardous Material Survey. The final report is required to report on each building and include: 1) hazardous waste profiles for each homogeneous material type in each building, 2) all test results, and 3) Drawings for each building identifying sample locations, and location of material types in each building report. FORA shall be provided one (1) editorial review of the documentation prior to final signatures.

Deliverables:

3.1 Final Report – Three Hard Copies and One Digital Master (searchable PDF) on a USB.

3.2 PowerPoint Summary of the Final Reports for each building.

3.3 Building Drawing/Test Location files (DWG or DXF digital files).

Task 4 – Stockade Hazmat Removal Monitoring Plan

Provide an IH hazardous material removal monitoring plan for the buildings. The plan shall be developed and certified by a certified designer which will clearly outline the metrics to be measured.

Deliverables:

4.1 Hazardous Material Removal Monitoring Plan.

Task 5 – Stockade Site Soil Confirmation Survey

Perform soil sampling with the same scope and locations as **Task 1** above, after completion of the Stockade building removal. Sample and provide a summary report comparing the findings to the baseline soil background survey conducted during **Task 1** above.

Deliverables:

5.1 Site Soils Comparison Report with executive summary, and all test reports attached including an excel file recording sample locations and test results.

5.2 PowerPoint Site Soils Comparison Report.

Task 6 - IH Monitoring Services:

Perform monitoring services per the FORA approved **Task 4** Hazardous Material Monitoring Plan – not to exceed 24 working days (8 hour shift per day).

On-Call Fort Ord Professional IH Services

Scope of Work / Services will be defined in a Work Order.

SCOPE OF SERVICES

<p>1. Asbestos Air Sampling</p>	<p>Air sampling and analysis of samples collected. Sampling is to be conducted by companies and individuals credentialed by applicable regulatory bodies. Air samples collected at project sites and analyzed.</p>
<p>2. General Air Monitoring</p>	<p>Includes but is not limited to pre-site analysis and on-site project management, testing and analysis for Asbestos.</p>
<p>3. Asbestos Bulk Material Analysis</p>	<p>Analysis of bulk material collected as part of an inspection. Analysis must be conducted by laboratories adequately credentialed and the use of which must be approved by FORA.</p>
<p>4. General Environmental Condition Evaluations</p>	<p>Evaluations of workplace issues that could include, but not limited to, regulatory requirements of the USEPA, MBUAPCD, California Occupational Safety and Health Act (“Cal-OSHA”) . Examples of these conditions could include, but are not limited to, the evaluation of suspect chemical fluids, PCB containing items, hazardous materials, and mercury.</p>
<p>5. Lead in Paint Sampling</p>	<p>Investigation, sampling, evaluating, reporting, and providing corrective recommendations for lead concerns. Such sampling is to be conducted by companies and individuals credentialed by the appropriate regulating bodies.</p>
<p>6. Hazardous Material Surveys with Electronic Database of Information</p>	<p>Conduct surveys for suspect asbestos containing, or other hazardous materials, building and site materials and provide corrective recommendations. Information must be put into an electronic format, and electronic data must be converted to portable document format (.pdf) on CD-R media. Asbestos surveys and management plans are to be performed by individuals credentialed by the appropriate regulating bodies.</p>
<p>7. Other Hazardous Material</p>	<p>Investigation, sampling, evaluating, reporting, and providing Industrial corrective recommendations for other hazardous material Hygiene Services concerns, such as animal waste and biohazards. Does not include other “Military” Hazards.</p>

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 all services performed and all 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 completed work products of the Consultant, once accepted, shall be the property of FORA, and shall not be used in any manner by Consultant unless authorized in writing by FORA.

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 amount until FORA has issued a notice of Completion for the contract work. Invoices are due and payable within 60 days after approval thereof by FORA. Payments should be remitted by check or wire transfer of immediately available funds as follows:

Bank Name: Citibank
Account Holder: Vista Environmental Consulting, Inc.
Routing Number: 321171184
Account #: 203892302
Email for ACH Remittance: colleen.white@vista-env.com

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

The Work under this Contract is a public works project (see definition of public works, Labor Code section 1720 et seq.) and 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. SHAREHOLDER 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. Each individual work engagement performed under this Agreement will be defined by a Work Order. 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. 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
PAYMENT SCHEDULE**

DELIVERABLES:	Weeks after Award	COST:
1. Perform a Site Soil Background Survey:	3.5	\$ 6,842.00
1.1 Final Soils Report with executive summary	3.5	520.00
1.2 PowerPoint presentation summarizing Final Soils	3.5	260.00
2. Hazardous Materials Survey and Testing	6.5	4,846.00
2.1 Asbestos PLM and 400 point count sample test results	4.5	3,440.00
2.2 XRF Survey test results	4.5	250.00
2.3 PCB sample test results	5.5	650.00
3. Waste Profiles and Building Reports	9.5	4,470.00
3.1 Final Report	9.5	2,560.00
3.2 PowerPoint Summary of the Final Report	9.5	520.00
3.3 Building Drawing/Test Location files	9.5	4,510.00
4. Stockade Hazmat Removal Monitoring Plan	10.5	1,050.00
10% after completion of Tasks 1 through 4		3,324.00
	Sub -Total	\$ 33,240.00
5. Hazardous Material Removal Monitoring	TBD	\$ 32,340.00
6. Stockade Site Soil Confirmation Survey	TBD	4,430.00
6.1 Final Soils Report with executive summary		520.00
6.2 PowerPoint presentation summarizing Final Soils		260.00
10% after completion of Task 5 through 6		4,180.00
	Sub-Total	41,730.00
	Total	\$ 74,970.00
Option A – On Call Services	Exhibit 'D'	Time & Material

EXHIBIT D
RATE SCHEDULE 2017-2019

Time and Materials Rate Sheet

Hourly Rates by Job Classification

The hourly rates listed below include direct salary, mandatory costs (fringe benefits, overhead and profit, etc.).

Principal-in-Charge **\$185.00/hour**
Typically reviews contractual documents, reviews and signs legal documents, reviews and signs finished deliverables.

Certified Industrial Hygienist (CIH) **\$215.00/hour**
Typically reviews and signs deliverables that require a CIH stamp to be placed on document. Assists in the development of hazardous materials and chemical specifications and other documents that may be required for more esoteric environmental issues.

Project Manager **\$160.00/hour**
Typically directs field staff on all hazardous materials surveys and investigations. Develop deliverables such as survey, investigation and observation reports, specifications, and drawings.

Project Field Coordinator **\$125.00/hour**
Typically directs field staff on all hazardous materials surveys and investigations. Assists in the development of deliverables such as surveys, investigation and observation reports, specifications, and drawings.

IH Field Technician – Certified Asbestos Consultant **\$95.00/hour**
Typically performs surveys, inspections and abatement oversight under the direction of the project manager and/or the project field coordinator.

IH Field Technician – Certified Asbestos Site Surveillance Technician **\$85.00/hour**
Typically performs surveys, inspections and abatement oversight under the direction of the project manager and/or the project field coordinators who are Certified Asbestos Consultants.

IH Field Technician – CDPH Lead Certified **\$85.00/hour**
Typically performs lead surveys using a Niton XRF, inspections and abatement oversight under the direction of the project manager and/or the project field coordinator.

Clerical **\$65.00/hour**
Typically performs data entry on reports, specifications and accounting. Also performs copying, shipping and assisting in the completion of document deliverables.

Daily Monitoring Rate – 8 hour shift **\$1,350/day**

Weekend/Night
Weekends and night work will not have an additional premium for the rates listed above.

FORT ORD REUSE AUTHORITY BOARD REPORT

BUSINESS ITEMS

Subject:	Approve General Engineering Services Contract	
Meeting Date:	February 10, 2017	ACTION
Agenda Number:	8a	

RECOMMENDATION(S):

Authorize the Executive Officer to execute a General Engineering Services contract (**Attachment A**) with BKF Engineers not to exceed \$800,000 over five (5) years, or until transition (or the earlier of the two).

BACKGROUND/DISCUSSION:

FORA utilizes Professional Services contracts to obtain Capital Improvement Project (CIP) design services and construction management support. Contracting in this manner provides FORA flexibility to accomplish multiple CIP projects without incurring the on-going cost of maintaining a larger engineering staff. FORA's current Master Services Agreement with Creegan + D'Angelo provides FORA CIP roadway design support. However, the agreement will terminate in November 2017. FORA staff has need of more generalized services to support staff across various CIP projects. There is need for on-site construction management support for Building Removal Obligations at Seaside's Surplus II and Marina's Stockade; the Eucalyptus Road infiltrators require independent engineering analysis and construction support to close the General Permit with the State Water Board; and South Boundary and Gigling Road require independent engineering review, construction support, and prevailing wage monitoring. In December 2016, the FORA Board approved the solicitation, selection and negotiation of a General Engineering Services Contract.

Selection:

Three qualified firms submitted qualifications: Ausonio Inc, BKF Engineers, Harris and Associates. All three are based on the central coast. Staff evaluated the proposals and selected the highest scoring firm: BKF Engineers. BKF's qualifications included Building Removal at CSUMB and were directly applicable to FORA's projects.

Average	Narrative	Pricing	Qualifications	Responsiveness	Interview	Total
Ausonio, Inc.	30	62	116	55	154	418
BKF	45	77	184	95	210	611
Harris & Associates	45	73	179	92	212	601

Process:

The FORA Master Resolution sets the procurement process and staff uses State of California General Contract Code for developing Requests for Proposals (RFP's) Invitation for Bid (IFB) and Request for Qualifications (RFQ's). The process includes: 1) developing and vetting an RFQ through the FORA Board, 2) advertising in a local paper, 3) evaluating proposals, 4) selecting a firm, and 5) negotiating a contract. Requests and invitations include a description of the process for prospective bidders. This process utilizes an 'objective evidence' based approach to protect the Board from litigation arising from protests and to select the proposal/qualifications that offers the best value. This includes using set evaluation criteria, providing the same interview questions

to each interviewee, sharing grading criteria to all proposers in advance, and having the selection committee document the justification for the scores provided. Five areas are assessed: the overall narrative, the organizations financial health and pricing structure (Direct Labor, Overhead rate, Fee rate), the firm's/team's qualifications, the level of responsiveness to the perceived need, and the interview.

Contract:

The General Engineering Services Contract is the standard FORA Master Services Contract, and provides general engineering support for independent estimates, bid documents, federal contract support, and document review, pre-construction planning assistance, and change control analysis. It also includes support for site inspection, wage monitoring, reporting and risk management. The scope does not include roadway design and roadway construction management, but does not preclude it. The terms will be on-call/as needed per a set rate schedule. Work Orders are issued against already approved CIP projects. Work Orders will be brought to the Board for approval when contract amounts are in excess of \$25,000 per the Master Resolution. The estimated need is roughly \$160,000 per year for five years with an option to extend if needed. The 5-year estimated budget is broken-out by project as follows:

Building Removal	\$350,000
Eucalyptus Road	\$200,000
South Boundary Road	\$ 50,000
Gigling Road	\$ 80,000
Water Augmentation	\$ 35,000
General CIP Bid Docs / Analysis	\$ 85,000
Total	\$800,000

Staff recommends the Board Authorize the Executive Officer to execute a General Engineering Services contract with BKF Engineers not to exceed \$800,000 over five (5) years, or until transition, (or the earlier of the two).

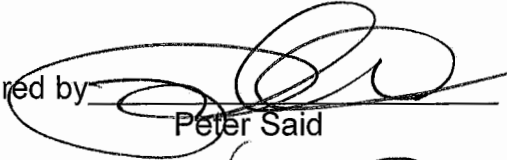
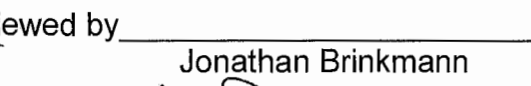
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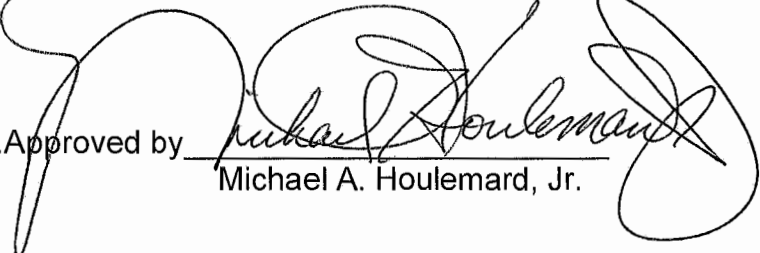
Reviewed by FORA Controller 

Funding for General Engineering efforts is included in the approved FY 16-17 Capital Improvement Program and FY 16-17 FORA Budget.

COORDINATION:

Administrative Committee, Executive Committee

Prepared by  Peter Said Reviewed by  Jonathan Brinkmann

Approved by  Michael A. Houlemard, Jr.

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 BKF 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 FORA's Board of Directors and/or the Executive Officer of FORA.
2. TERM. Consultant shall commence work under this Agreement effective on February 17, 2017 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 \$800,000** 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 WORK ORDERS 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

BKF Engineers
1730 N. First Street, Suite 600
San Jose, CA 95112
408-467-9100

By _____
Michael A. Houlemard, Jr.
Executive Officer

By _____
Dan Schaefer, PE, LEED AP
Principle in Charge

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 services required for the design, FORA may require permitting, environmental assessments, preparation of plans, specifications and estimates (“PS&E”) and Construction Management Support of probable costs and related activities as with respect to its obligations under the Base Reuse Plan (“BRP”) 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 inconsistent with 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 CONSULTANT'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. 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 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. 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

The Work under this Contract is a public works project (see definition of public works, Labor Code section 1720 et seq.) and 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. SHAREHOLDER 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

FEE SCHEDULE



PROFESSIONAL PERSONNEL SERVICE FEES JANUARY 1, 2017 - DECEMBER 31, 2017

	Direct Salary Rate	Direct Labor Costs 2.78	Profit 10%	Total
ENGINEERING				
Program Manager/Principal	\$66.69	\$185.40	\$18.54	\$204
Associate	\$64.75	\$180.00	\$18.00	\$198
Project Manager	\$61.51	\$171.00	\$17.10	\$188
Engineer IV	\$56.98	\$158.40	\$15.84	\$174
Engineer/Surveyor III	\$52.45	145.8	\$14.58	\$160
Engineer/Surveyor II	\$45.97	\$127.80	\$12.78	\$141
Engineer/Surveyor I	\$40.14	\$111.60	\$11.16	\$123
Engineering/Survey Assistant	\$24.93	\$69.30	\$6.93	\$76
Junior Engineer/Surveyor	\$21.04	\$58.50	\$5.85	\$64
PLANNING				
Planner	\$45.97	\$127.80	\$12.78	\$141
SURVEYING				
Survey Party Chief	\$53.09	\$147.60	\$14.76	\$162
Survey Chainman	\$28.17	\$78.30	\$7.83	\$86
Apprentice	\$21.04	\$58.50	\$5.85	\$64
Instrumentman	\$45.65	\$126.90	\$12.69	\$140
Utility Locator	\$38.85	\$108.00	\$10.80	\$119
BIM Specialist	\$45.97	\$127.80	\$12.78	\$141
DESIGN AND DRAFTING				
Technician	\$41.12	\$114.30	\$11.43	\$126
Drafter	\$33.35	\$92.70	\$9.27	\$102
CONSTRUCTION ADMINISTRATION				
Senior Construction Administrator	\$59.89	\$166.50	\$16.65	\$183
Resident Engineer	\$44.35	\$123.30	\$12.33	\$136
Field Engineer	\$45.97	\$127.80	\$12.78	\$141
SERVICES AND EXPENSES				
Project Assistant	\$24.93	\$69.30	\$6.93	\$76
Clerical/Administrative Assistant	\$21.04	\$58.50	\$5.85	\$64
Delivery Services	\$11.33	\$31.50	\$3.15	\$35

* Estimated Escalation of Direct Labor Costs at 3.5% annually

Charges for outside services, equipment, and facilities not furnished directly by BKF Engineers will be billed at cost plus 10%. Such charges may include printing and reproduction services, special fees, and permits.

Mileage will be charged at the prevailing IRS rate per mile. Monthly invoices are due within 30 days from invoice date.

Interest will be charged at 0.833% per month on past due accounts. Expert witness/litigation rates are available upon request.

FEE SCHEDULE

Standard Schedule of Compensation

January 2017

GENERAL

The following list of fees and reimbursable expense items shall be used in providing services within our agreement and may be annually adjusted,* upon issuance of an updated Standard Schedule of Compensation:

Position	Hourly Direct Rate	Total Overhead Rate	Fee Profit Margin	Total Burdened Billing Rate
		160%	10.00%	
Principal	\$70.00	112	18.2	\$200
Associate Principal	\$63.00	100.8	16.38	\$180
Associate	\$59.50	95.2	15.47	\$170
Landscape Architect	\$49.00	78.4	12.74	\$140
Designer	\$48.00	76.8	12.48	\$137
Assistant Designer	\$33.25	53.2	8.645	\$95
Design/Graphics Intern	\$14.00	22.4	3.64	\$40
Word Processor/Clerical	\$26.25	42	6.825	\$75

ADDITIONAL SERVICES

Any additional presentations, drawings or documents not identified in the Scope of Services will be considered additional services. Additional services are provided only with prior authorization and on an hourly basis unless otherwise approved.

REIMBURSABLE EXPENSES

Costs for photography, printing and plotting, special delivery, assessments, fees, mileage, CADD and visual simulation ancillary costs, such as data transfers, tapes and outside services, consultants, and all other costs directly related to the project will be accounted as a reimbursable expense at our cost.

* Estimated Escalation of Direct Labor Costs at 3.5% annually



FEE SCHEDULE



	(3) Fringe Benefit %		Overhead %		General Administration %		Combined Indirect Cost Rate (ICR) %
NORMAL	42.27%	±	107.73%	±	0%	±	(4a) 150.00%
OVERTIME	42.27%	±	107.73%	±	0%	±	(4b) 150.00%
	(= 0% if Included in OH)		(= 0% if Included in OH)		(= 0% if Included in OH)		
	FEE %		10%		Salary Increase @ 3.5%		

BILLING INFORMATION				CALCULATION INFORMATION					
Name /Job Title/ Classification 1 (6)		Hourly Billing Rates 2			Effective date of hourly rate		Actual or Average hourly rate 3 (10)	% Escalation Increase (9)	Hourly range- for classifications only (11)
		Straight (7)	OT (1.5) (7)	OT (2.0) (7)	From (8)	To (8)			
Name: Gary Parikh		\$262.24			1/1/2017	12/31/2017	\$95.36		90-117
Project Manager		\$272.73	Exempt		1/1/2018	12/31/2018	\$99.17	4.00%	90-117
		\$283.64			1/1/2019	12/31/2019	\$103.14	4.00%	90-117
Exempt		\$294.98			1/1/2020	12/31/2020	\$107.27	4.00%	90-117
		\$306.78			1/1/2021	12/31/2021	\$111.56	4.00%	90-117
Name David Wang		\$190.05			1/1/2017	12/31/2017	\$69.11		65-85
Sen. Project Engineer/ Engineering Manager (QA/QC)		\$197.65	Exempt		1/1/2018	12/31/2018	\$71.87	4.00%	65-85
		\$205.56			1/1/2019	12/31/2019	\$74.75	4.00%	65-85
Exempt		\$213.78			1/1/2020	12/31/2020	\$77.74	4.00%	65-85
		\$222.33			1/1/2021	12/31/2021	\$80.85	4.00%	65-85
Name Alston Lam		\$170.45			1/1/2017	12/31/2017	\$61.98		60-75
Sen. Project Engineer		\$177.26	Exempt		1/1/2018	12/31/2018	\$64.46	4.00%	65-75
		\$184.35			1/1/2019	12/31/2019	\$67.04	4.00%	65-75
Exempt		\$191.73			1/1/2020	12/31/2020	\$69.72	4.00%	65-75
		\$199.40			1/1/2021	12/31/2021	\$72.51	4.00%	65-75
Name James Baker		\$178.75			1/1/2017	12/31/2017	\$65.00		60-85
Sen. Engineering Geologist		\$185.90	Exempt		1/1/2018	12/31/2018	\$67.60	4.00%	65-85
		\$193.34			1/1/2019	12/31/2019	\$70.30	4.00%	65-85
Exempt		\$201.07			1/1/2020	12/31/2020	\$73.12	4.00%	65-85
		\$209.11			1/1/2021	12/31/2021	\$76.04	4.00%	65-85
Name Emre Ortakci		\$118.94			1/1/2017	12/31/2017	\$43.25		40-55
Project Engineer		\$123.70	Exempt		1/1/2018	12/31/2018	\$44.98	4.00%	40-55
		\$128.64			1/1/2019	12/31/2019	\$46.78	4.00%	40-55
Non-Exempt		\$133.79			1/1/2020	12/31/2020	\$48.65	4.00%	40-55
		\$139.14			1/1/2021	12/31/2021	\$50.60	4.00%	40-55
Name Jackson Zhang		\$95.34	\$112.68	\$130.01	1/1/2017	12/31/2017	\$34.67		38-45
Sen. Staff Engineer		\$99.16	\$117.18	\$135.21	1/1/2018	12/31/2018	\$36.06	4.00%	38-45
		\$103.12	\$121.87	\$140.62	1/1/2019	12/31/2019	\$37.50	4.00%	38-45
Non-Exempt		\$107.25	\$126.75	\$146.25	1/1/2020	12/31/2020	\$39.00	4.00%	38-45
		\$111.54	\$131.82	\$152.10	1/1/2021	12/31/2021	\$40.56	4.00%	38-45
Name Sarah Khosravani		\$85.94	\$101.56	\$117.19	1/1/2017	12/31/2017	\$31.25		30-40
Staff Engineer		\$89.38	\$105.63	\$121.88	1/1/2018	12/31/2018	\$32.50	4.00%	30-40
		\$92.95	\$109.85	\$126.75	1/1/2019	12/31/2019	\$33.80	4.00%	30-40
Non-Exempt		\$96.67	\$114.24	\$131.82	1/1/2020	12/31/2020	\$35.15	4.00%	30-40
		\$100.53	\$118.81	\$137.09	1/1/2021	12/31/2021	\$36.56	4.00%	30-40
Name Virgil Santos		\$125.15	\$147.91	\$170.66	1/1/2017	12/31/2017	\$45.51		42-55
Field Engineer		\$130.16	\$153.82	\$177.49	1/1/2018	12/31/2018	\$47.33	4.00%	42-55
		\$135.36	\$159.98	\$184.59	1/1/2019	12/31/2019	\$49.22	4.00%	42-55
Non-Exempt		\$140.78	\$166.38	\$191.97	1/1/2020	12/31/2020	\$51.19	4.00%	42-55
		\$146.41	\$173.03	\$199.65	1/1/2021	12/31/2021	\$53.24	4.00%	42-55
Name Nasir Ahmad		\$91.00	\$107.54	\$124.09	1/1/2017	12/31/2017	\$33.09		30-45
Laboratory Technician		\$94.64	\$111.84	\$129.05	1/1/2018	12/31/2018	\$34.41	4.00%	30-45
		\$98.42	\$116.32	\$134.21	1/1/2019	12/31/2019	\$35.79	4.00%	30-45
Non-Exempt		\$102.36	\$120.97	\$139.58	1/1/2020	12/31/2020	\$37.22	4.00%	30-45
		\$106.45	\$125.81	\$145.16	1/1/2021	12/31/2021	\$38.71	4.00%	30-45
Name Kim Quyang		\$99.25	\$117.29	\$135.34	1/1/2017	12/31/2017	\$36.09		30-45
Draftsperson		\$103.22	\$121.98	\$140.75	1/1/2018	12/31/2018	\$37.53	4.00%	30-45
		\$107.35	\$126.86	\$146.38	1/1/2019	12/31/2019	\$39.03	4.00%	30-45
Non-Exempt		\$111.64	\$131.94	\$152.24	1/1/2020	12/31/2020	\$40.60	4.00%	30-45
		\$116.11	\$137.22	\$158.33	1/1/2021	12/31/2021	\$42.22	4.00%	30-45
Name K Krol-Ramirez		\$171.88			1/1/2017	12/31/2017	\$62.50		55-75
		\$178.75	Exempt		1/1/2018	12/31/2018	\$65.00	4.00%	55-75
		\$185.90			1/1/2019	12/31/2019	\$67.60	4.00%	55-75
Exempt		\$193.34			1/1/2020	12/31/2020	\$70.30	4.00%	55-75
		\$201.07			1/1/2021	12/31/2021	\$73.12	4.00%	55-75

FEE SCHEDULE



project planning, engineering, and management solutions

CHARGE RATE SCHEDULE (January 2017 – December 2017)

PROFESSIONAL SERVICES

Position	Direct Hourly Rate	Total Overhead Rate 145%	Profit Margin 10%	Total Burdened Billing Rate
Principal	\$78.00	\$113.00	\$19.00	\$210.00
Construction Manager/Estimator	\$65.00	\$94.25	\$15.92	\$175.00
Project Manager	\$54.00	\$78.30	\$13.23	\$145.00
Office Engineer	\$48.00	\$69.60	\$11.03	\$130.00
Senior Field Inspector	\$52.00	\$75.40	\$12.74	\$140.00
Contract Administrator	\$31.50	\$45.68	\$7.72	\$85.00

EXPENSES:

Reproduction (including copy service and plotting)	Cost x 1.10
Mileage	\$ 0.575/ mile
Subsistence	Cost x 1.10
Additional expenses not covered in above labor rates (including Subconsultants)	Cost

The above rates shall be in effect from January 1, 2017 through December 31, 2017. The rates shall be increased, through mutual agreement with the Owner in accordance with the Consumer Price Index (CPI) for All Urban Consumers for the San Francisco-Oakland Metropolitan Area. In those instances when then CPI is unchanged or reduced, the rates shall remain unchanged.

*Estimated Escalation of Direct Labor Costs at 3.5% annually