



# FORT ORD REUSE AUTHORITY

## REGULAR MEETING

### FORT ORD REUSE AUTHORITY (FORA) BOARD OF DIRECTORS

Friday, July 14, 2017 at 2:00 p.m.

910 2<sup>nd</sup> Avenue, Marina, CA 93933 (Carpenters Union Hall)

## AGENDA

**ALL ARE ENCOURAGED TO SUBMIT QUESTIONS/CONCERNS BY NOON JULY 13, 2017.**

#### 1. CALL TO ORDER

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

#### 3. CLOSED SESSION

- a. Public Employment, Gov. Code 54959.7(b) – Executive Officer Evaluation

#### 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 also includes 12 ex-officio non-voting members.*

#### 6. ACKNOWLEDGEMENTS, ANNOUNCEMENTS, AND CORRESPONDENCE

- a. Board Workshop on July 26, 2017 at 9:30 a.m. (910 2<sup>nd</sup> Ave, Marina, CA)

#### 7. 2017 LEGISLATIVE SESSION *(BEGINS AT 2:30 PM)*

**INFORMATION**

- a. Report from 17<sup>th</sup> State Senate District (Senator Bill Monning)
- b. Report from 29<sup>th</sup> State Assembly District (Assembly Member Mark Stone)
- c. Report from 20<sup>th</sup> Congressional District (Kathleen Lee, District Director)
- d. Report from 30<sup>th</sup> State Assembly District (Johnny Hernández, Field Representative)
- e. Report from 12<sup>th</sup> State Senate District (Reed Sanders, District Representative)

#### 8. 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. These 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 June 9, 2017 Meeting Minutes
- b. Administrative Committee
- c. Veterans Issues Advisory Committee
- d. Water/Wastewater Oversight Committee
- e. Transition Task Force Update
- f. Habitat Conservation Plan Update
- g. Public Correspondence to the Board
- h. Executive Officer Travel Report
- i. Groundwater Sustainability Agency Draft Letter
- j. Approve Solicitation for 'On-Call' Engineering and Design Master Services Contract
- k. Prevailing Wage Legislative Update

**9. BUSINESS ITEMS**

**INFORMATION/ACTION**

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

- a. Building Removal
  - i. Receive Quarterly Report
  - ii. Authorize Executive Officer to Solicit and Execute Surplus II Contracts
- b. Environmental Services Cooperative Agreement
  - i. Receive Quarterly Report
  - ii. Authorize Executive Officer to accept Grant Amendment

**10. 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.*

**11. ITEMS FROM MEMBERS**

**INFORMATION**

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

**12. ADJOURNMENT**

***SPECIAL MEETING/BOARD WORKSHOP: July 26, 2017 at 9:30 a.m. – 12:30 p.m.***

***NEXT REGULAR BOARD MEETING: August 11, 2017***

Persons seeking disability related accommodations should contact FORA 48 hrs prior to the meeting. This meeting is recorded by Access Monterey Peninsula and televised Sundays at 9 a.m. and 1 p.m. on Marina/Peninsula Channel 25. The video and meeting materials are available online at [www.fora.org](http://www.fora.org).



**FORT ORD REUSE AUTHORITY**  
**BOARD OF DIRECTORS REGULAR MEETING MINUTES**  
**2:00 p.m., Friday, June 9, 2017 | Carpenters Union Hall**  
910 2<sup>nd</sup> Avenue, Marina, CA 93933

**1. CALL TO ORDER**

Chair Rubio called the meeting to order at 2:00 p.m.

**2. PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Councilmember David Brown

**3. CLOSED SESSION**

- a. Conference with Legal Counsel – Gov. Code 54956.9(a): Keep Fort Ord Wild v. Fort Ord Reuse Authority, Monterey County Superior Court, Case No.:M114961
- b. Conference with Legal Counsel – Gov. Code 54956.9(a): Successor Agency of the Redevelopment Agency of the County of Monterey v. California Department of Finance, et al. Fort Ord Reuse Authority Real Party in Interest, County of Sacramento Superior Court, case No.: 34-2016-80002403
- c. Public Employment, Gov. Code 54959.7(b) – Executive Officer Evaluation

The Board entered closed session at 2:02 p.m. and resumed open session at 2:44 p.m.

**4. ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION**

Authority Counsel, Jon Giffen announced that the Board took action on item 3a. Mr. Giffen noted that the Board agreed to the essential terms of a final settlement are that the County of Monterey and FORA will a) pay \$255,000 each to KFOW counsel for attorney's fees b) comply with the terms of a writ to be issued by the Superior Court of Monterey and c) not appeal the judgement.

There were no further actions to report for items 3b and 3c.

**5. ROLL CALL**

**Voting Members Present:**

Supervisor Jane Parker (Monterey County), Mayor Ralph Rubio (City of Seaside), Supervisor John Philips (Monterey County), Councilmember Dennis Alexander (City of Seaside), Mayor Mary Ann Carbone (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 David Brown (City of Marina), Councilmember Jan Reimers (City of Carmel-by-the-sea), Councilmember Alan Haffa (City of Monterey)

**Ex-officio (Non-Voting) Board Members Present:**

Donna Blitzer (UCSC), Dr. Eduardo Ochoa (CSUMB), Bill Collins (Ft Ord BRAC Office), Michelle Overmeyer (MST), Dr. Thomas Moore (MCWD), Colonel Lawrence Brown (US Army), Bill Collins (BRAC), Anthony Musa (20th Congressional District), Nicole Charles (17th State District Senator Monning), Erica Parker (29th State Assembly member Stone), Vicki Nakamura (MPC)

**Absent:**

Supervisor Mary Adams (Monterey County), Councilmember Gail Morton (City of Marina), Debbie Hale (TAMC), Dr. PK Diffenbaugh (MPUSD)

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

Chair Rubio reminded the Board to respond to the availability poll for the proposed workshop on July 26, 2017 at 9:30 a.m. or 1:30 p.m. Michael Houlemard, Executive Officer, informed the Board and public of the Notification for Explosive Disposal Operations in Seaside by the FORA ESCA Remediation Program Team. They will be conducting demolition operations of four (4) Cartridge, 40mm, Practice and M781 munitions. The detonation will be conducted at a location southwest of the intersection of the Blue Line Rd. and Watkins Gate Rd. and will occur on the morning of June 13, 2017, between 0900 hours and 1200 hours.

Mr. Houlemard requested an emergency item be added to the agenda – Resolution acknowledging Donna Blitzer.

Motion: On motion by Board member Jane Parker and second by Board member Frank O'Connell and carried by the following vote, the Board moved to add to the item to the agenda and also approved "Resolution Acknowledging Donna Blitzer".

There were no comments received from the public.

MOTION PASSED UNANIMOUSLY

Mr. Houlemard read the resolution and Ms. Blitzer had comments. Chair Rubio thanked Ms. Blitzer for her service.

**7. CONSENT AGENDA**

Mr. Houlemard reviewed the following consent agenda items: 7a – the revised version was provided to the Board and public for review. Authority Counsel, Jon Giffen, advised the Board that comments on item 7i were received shortly before the meeting. Mr. Giffen recommended the Board move forward with voting on the resolution with the exclusion of the recommendation "to direct FORA staff to continue with the environmental review process for the Eastside Parkway project" to remain in compliance with the settlement agreement. Mr. Houlemard clarified that the item 7j actions are contract term extensions and do not have budget impacts.

- a. Approve May 12, 2017 Board Meeting Minutes
- b. Administrative Committee
- c. Veterans Issues Advisory Committee
- d. Transition Task Force - Update
- e. Legislative Support Update
- f. Public Correspondence to the Board
- g. Executive Officer Travel Report
- h. Transaction Worksheet Reporting
- i. Adopt Resolution Rescinding June 2011 Memorandum of Understanding Approval

- j. Approve Contract Term Extensions
  - i. Denise Duffy & Associates, Oak Woodland Conservation Planning Professional Services Agreement
  - ii. Transportation Agency of Monterey County Reimbursement Agreement
  - iii. Michael Baker International Inc., Professional Services Agreement

Motion: On motion by Board member Phillips and second by Board member Gunter and carried by the following vote, the Board moved to approve the consent agenda items with the aforementioned corrections and information for items 7a and 7i.

There were no comments received from the public.

MOTION PASSED UNANIMOUSLY

## 8. BUSINESS ITEM

- a. Approve Proposed 3% Cost of Living Adjustment - 2d Vote

The Board provided comments on the item.

Motion: On motion by Board member Gunter and second by Board member Phillips and carried by the following vote, the Board moved to approve the 3% Cost of Living Adjustment.

There were no comments received from the public.

Ayes: Phillips, Edelen, Haffa, Alexander, Carbone, Gunter, Reimers, Rubio

Noes: Parker, O'Connell, Brown, Garfield

MOTION PASSED

- b. Capital Improvement Program
  - i. 2017 Fee Reallocation Study - 2d Vote

There were no comments from the Board or public. Mr. Houlemard restated the motion for the second vote.

Motion: On motion by Board member Phillips and second by Board member Gunter and carried by the following vote, the Board moved to approve option B "fund local transportation projects first" for use as the updated CIP transportation baseline in the 2017 FORA Fee Reallocation Study and accept the 2017 FORA Fee Reallocation Study prepared by Transportation Agency for Monterey County (TAMC).

Ayes: Parker, Phillips, Edelen, Haffa, Alexander, Carbone, Gunter, Reimers, Rubio, Brown, Garfield, O'Connell

MOTION PASSED UNANIMOUSLY

- ii. Adopt 2017 Biennial Fee Review Resolution

Peter Said, Project Manager, presented the item and provided information on the biennial fee calculation, background and process. Staff recommended the Board approve resolution 17-xx to implement a Community Facilities District (CFD) Special Tax and Base-wide Development Fee adjustment in the amount of 0.8%. This amount is the outcome of the formulaic approach. The CFD automatically indexes by the CCI on July 1<sup>st</sup> in the event the Board does not take action.

The Board and public provided comments, to which staff responded.

Motion: On motion by Board member Gunter and second by Board member Phillips and carried by the following vote, the Board moved to approve resolution 17-xx to implement a Community Facilities District (CFD) Special Tax and Base-wide Development Fee adjustment in the amount of 0.8%.

MOTION PASSED UNANIMOUSLY

c. Endorse Marina Coast Water District (MCWD) as Groundwater Sustainability Agency (GSA)

Jonathan Brinkmann, Principal Planner, presented the item and provided information regarding the Board's request for Authority Counsel to review the legal issues surrounding the potential FORA endorsement of MCWD as GSA. Staff recommended that the Board choose an option to pursue:

- (i) Consider MCWD's Fort Ord GSA endorsement request; (ii) consider authorizing the Executive Officer to transmit a letter endorsing MCWD as the GSA or; (iii) consider endorsing a statement of principles for former Fort Ord groundwater resource.

Mr. Giffen advised the Board of findings after further legal review and indicated that there is nothing that precludes the Board from endorsing this action, however there may be political or other considerations that the Board may or may not find palatable.

Chair Rubio advised the Board of the option to do nothing in regards to the GSA and that despite the outcome of the GSA dispute, MCWD is under contract to provide water to the Ord Community until 2020.

The Board and public provided comments, to which staff responded. The Board pursued action through roll call voting.

1<sup>st</sup> Motion: On motion by Board member Edelen and second by Board member Phillips (with comments) to do nothing (in regards to endorsing MCWD as the GSA). The Board provided comments.

Authority Counsel responded to a Board members inquiry as to whether it would be necessary for Board member Joe Gunter to recuse himself from the voting due to his position on the Salinas Valley Basin GSA (SVB). The SVB GSA is the entity in which has also submitted a Notice of Intent to the Department of Water Resources. Mr. Giffen indicated that it is recognized that FORA is a regional body and Board member Gunter would not have to recuse himself from this item.

1<sup>st</sup> Substitute Motion: On motion by Board member O'Connell and second by Board member Brown to accept the MCWD endorsement request to be the GSA for the former Fort Ord and authorize the Executive Officer to transmit a letter endorsing MCWD as the GSA for the former Fort Ord. Roll call vote was requested.

The Board provided comments on the 1<sup>st</sup> substitute motion. Board member Parker entreated the Board to consider a third option with a second substitute motion.

2<sup>nd</sup> Substitute Motion: On motion by Board member Parker and second by Board member Haffa with direction for FORA to write a letter supporting MCWD as the GSA and also send the letter of principles to the SVB GSA.

The Board provided comments on the 2<sup>nd</sup> substitute motion.

Roll Call Vote on the 2<sup>nd</sup> Substitute Motion: MOTION FAILS; 4 Ayes, 8 Noes

Roll Call Vote on the 1<sup>st</sup> Substitute Motion: MOTION FAILS; 4 Ayes, 8 Noes

After the 1<sup>st</sup> and 2<sup>nd</sup> substitute motions failed, another substitute motion was made to the original motion.

Substitute Motion: On motion by Board member Ochoa and second by Board member Haffa with direction for FORA to send the statement of principles to both SVB and MCWD with a cover letter that would be reviewed by the Board at the July 14 Board meeting. This letter would not include an endorsement for a GSA.

The Board provided comments on the substitute motion. The Board requested staff to bring back a draft cover letter that would be sent with the statement of principles.

Roll Call Vote on the Substitute Motion: MOTION PASSED UNANIMOUSLY.

**9. PUBLIC COMMENT**

Comments were received from the public.

**10. ITEMS FROM MEMBERS**

Board member Moore informed the Board and public that the MCWD presentation regarding the GSA would be available at [http://www.mcwd.org/about\\_gsa.html](http://www.mcwd.org/about_gsa.html).

Chair Rubio thanked Donna Blitzer for her service to the public and FORA.

**11. ADJOURNMENT** at 4:25 p.m.

# FORT ORD REUSE AUTHORITY BOARD REPORT

## CONSENT AGENDA

<b>Subject:</b> Administrative Committee	
<b>Meeting Date:</b> July 14, 2017	<b>INFORMATION/ACTION</b>
<b>Agenda Number:</b> 8b	

### RECOMMENDATION:

Receive a report from the Administrative Committee.

### BACKGROUND/DISCUSSION:

The Administrative Committee met on May 31, 2017. The approved minutes for this meeting is attached (**Attachment A**). The June 14, 2017 meeting was canceled.

### FISCAL IMPACT:

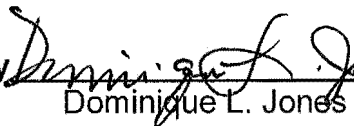
Reviewed by the FORA Controller 

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

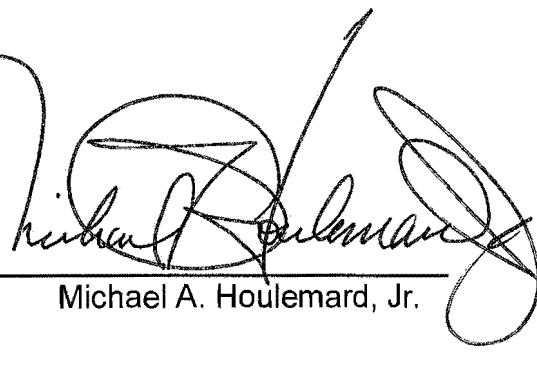
### COORDINATION:

Administrative Committee

Prepared by

  
Dominique L. Jones

Approved by

  
Michael A. Houlemard, Jr.





**FORT ORD REUSE AUTHORITY**  
**ADMINISTRATIVE COMMITTEE REGULAR MEETING MINUTES**  
**8:30 a.m., Wednesday, May 31, 2017 | FORA Conference Room**  
920 2<sup>nd</sup> Avenue, Suite A, Marina, CA 93933

**1. CALL TO ORDER**

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

The following members were present:

AR = After Roll Call; \* = voting member

Layne Long\* (City of Marina)  
Craig Malin\* (City of Seaside)  
Dino Pick\* (City of Del Rey Oaks)  
Elizabeth Caraker\* (City of Monterey)  
Matthew McCluney (CSUMB)  
Steve Matarazzo (UCMBEST)  
Michelle Overmeyer (MST)  
Mike Zeller (TAMC)

**2. PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Craig Malin.

**3. ACKNOWLEDGEMENTS, ANNOUNCEMENTS AND CORRESPONDENCE**

Michael Houlemard, Executive Officer announced that the Northern California chapter of the American Planning Association would recognize FORA for its National Achievement Award on June 2, 2017 at its Awards Gala in Oakland.

Mr. Malin informed the Committee and public that the June 2017 issue of Road & Track magazine featured pictures of the former Fort Ord.

**4. PUBLIC COMMENT PERIOD**

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

There were no comments received from the public.

**5. APPROVAL OF MEETING MINUTES**

**ACTION**

a. May 17, 2017 Regular Meeting Minutes

MOTION: *On motion by Committee member Pick and second by Committee member Caraker and carried by the following vote, the Administrative Committee moved to approve the May 17, 2017 meeting minutes.*

**MOTION PASSED UNANIMOUSLY**

**6. JUNE 9, 2017 DRAFT BOARD MEETING AGENDA**

Mr. Houlemard provided an overview of the items on the June 9, 2017 draft Board meeting agenda. There were no questions or comments received.

**7. BUSINESS ITEMS**

**INFORMATION**

a. FORA Biennial Fee Review

Peter Said, Project Manager, provided a presentation with background and key assumptions. Staff proposed the Committee recommend the Board take action to approve Resolution 17-XX to implement a Communities Facilities District (CFD) special tax and base-wide development fee adjustment. Staff responded to questions and comments from the Committee and public.

*MOTION: On motion by Committee member Long and second by Committee member Pick and carried by the following vote, the Administrative Committee moved to recommend to the Board to approve Resolution 17-XX to implement a Communities Facilities District (CFD) special tax and base-wide development fee adjustment.*

**MOTION PASSED UNANIMOUSLY**

b. Department of Toxic Substances Control Annual Land Use Covenant Reporting

Jonathan Brinkmann, Principal Planner, reviewed the memorandum to the Administrative Committee regarding the Land Use Covenant (LUC) jurisdiction annual report request to the eight (8) reporting entities. These entities must report their compliance with all recorded LUC's in their jurisdictions. The reporting entities include Monterey Peninsula College, University of California Santa Cruz, California State University Monterey Bay, County of Monterey, Cities of Del Rey Oaks, Monterey, Marina, and Seaside. The reporting period is July 1, 2016 to June 30, 2017. The memorandum also acknowledges that, in the event FORA ceases to exist on June 30, 2020, the responsibility for reporting will transfer to the County of Monterey. The survey is due September 29, 2017 to FORA. FORA compiles and provides these reports to the Department of Toxic Substance Control.

This item was information only, there was no action taken by the Committee.

c. Consider Dates for Potential Board Workshop on Building Removal and Transportation Projects

Mr. Houlemard initiated a discussion with the Committee about the Boards expressed desire to receive more information regarding building removal and transportation project priorities. The concerns were raised during the Capital Improvement Program review/approval process and the Committee was asked to consider recommending a workshop that focuses on these topics be held. Staff will poll the Board members to confirm their availability.

**8. ITEMS FROM MEMBERS**

There were no items received from members.

**9. ADJOURNMENT** at 9:08 a.m.

# FORT ORD REUSE AUTHORITY BOARD REPORT

## CONSENT AGENDA

**Subject:** Veterans Issues Advisory Committee

**Meeting Date:** July 14, 2017

**Agenda Number:** 8c

INFORMATION/ACTION

### RECOMMENDATION:

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

### BACKGROUND/DISCUSSION:

The Veteran's Issues Advisory Committee met on May 25, 2017. The approved minutes for this meeting is 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. May 25, 2017 | FORA Conference Room  
920 2<sup>nd</sup> Avenue, Suite A., Marina CA 93933**

**1. CALL TO ORDER**

Ian Oglesby called the meeting to order at 3:03 P.M.

**Committee Members:**

Edith Johnsen, Veterans Families (VF)

Sid Williams, Monterey County Military & Veteran Affairs Office (MVAO)

Ian Oglesby, US Army Veteran (**Chair**)

Mary Estrada, United Veterans Council (UVC)

Richard Garza Central Coast Veterans Cemetery Foundation (CCVCF)

Jack Murphy, Veterans Transit Center (VTC)

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

J. Alan Fagan, Veterans Transition Center (VTC)

Erica Parker, Office of Assemblyman Mark Stone, 29<sup>th</sup> State District

Candy Ingram Central Coast Veterans Cemetery Foundation (CCVCF)

**FORA Staff:**

Michael Houlemard

Robert Norris

Hermelinda Flores

**2. PLEDGE OF ALLEGIANCE** led by Erica Parker.

**3. ACKNOWLEDGEMENTS, ANNOUNCEMENTS AND CORRESPONDENCE**

The Committee was provided with copies of a Veterans Affairs News Release and a Monterey Herald article, "An Interment at the Veterans Cemetery".

**4. PUBLIC COMMENT PERIOD**

There were no verbal comments from the public

**5. APPROVAL OF MEETING MINUTES**

a. April 27, 2017 Regular Meeting Minutes

*MOTION: On motion by Committee member Jack Stewart and second by Committee member Sid Williams and carried by the following vote, the VIAC moved to approve the April 27, 2017 meeting minutes*

**MOTION: PASSED UNANIMOUSLY**

## 6. BUSINESS ITEMS

### a. California Central Coast Veterans Cemetery (CCVC) Status Report

#### i. Cemetery Administrator's Status

Michael Houlemard and Committee members expressed concern over the Central Coast Veterans Cemetery manager's termination. A letter will be written by the Committee to articulate their position on the current situation and to push for local hire.

#### ii. Veterans Cemetery Land Use Status

Robert Norris explained the expansion phase draft documents estimate: the first official document of *Summary of Costs by Phase, Funding Date and Estimate Notes*, and the *Budget Information Report* was also reviewed.

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

Mr. Norris reviewed the complications with the MOU. The MOU is currently being redrafted after the County expressed concerns on how to meet the mitigation. The City of Seaside and the County are in support of the cemetery and proposed to exchange land to avoid the need for the cemetery to purchase new land.

#### iv. Senator Monning Veterans Advisory Meeting

Mr. Norris presented a fundraising activity report to achieve community matched funds.

### b. Fundraising Status

#### i. CCVCF Status Report

Mr. Norris will be in Washington D.C. May 30, 2017 - June 2, 2017, representing the Central Coast Veterans Cemetery. Candy Ingram provided information to the Committee on the current expansion marketing push and digital coverage on KSBW News. A Rotary Grant has been requested for \$100,000 in a letter to past donors explaining the current situation and a request for donations.

### c. VA/DoD Veterans Clinic Status Report

#### i. Historic Flag Pole Variance Update

Jack Murphy informed the committee that the Veterans Transition Center was approached by the Marina Foundation. Due to fundraising and discussions with Monterey Peninsula Engineering, at no cost to the Veterans Transition Center, the historical flag pole would be re-engineered, relocated, and placed at Martinez Hall instead of the VA/DoD Veterans clinic.

This item will no longer be included on the agenda unless necessary or it is brought up as a general comment.

#### d. Operational Schedule

The VA/DoD is on schedule to open August 2017.

## 7. Veterans Transition Center (VTC) Housing Construction

Jack Murphy reported a fundraising campaign effort to raise funds for the next set of six permanent housing units is in process and that the pending approval to the water rights transfer is still in legal review.

e. **Historical Preservation Project (HPP)**

No information to report

**7. ITEMS FROM MEMBERS**

There were no items reported from members.

**8. ADJOURNMENT** at 4:00 P.M.

<b>FORT ORD REUSE AUTHORITY BOARD REPORT</b>		
<b>CONSENT AGENDA</b>		
<b>Subject:</b>	Water/Wastewater Oversight Committee	
<b>Meeting Date:</b>	July 14, 2017	<b>INFORMATION/ACTION</b>
<b>Agenda Number:</b>	8d	

**RECOMMENDATION:**


Receive a recommendation from the Water/Wastewater Oversight Committee (WWOC).

**BACKGROUND/DISCUSSION:**

The WWOC met on May 3, 2017 and June 14, 2017. The approved minutes for May 3, 2017 are attached (**Attachment A**).

On June 14, 2017 the WWOC voted unanimously to receive MCWD's Quarterly report as presented (**Attachment B**). The minutes for this meeting will be provided once the WWOC considers and approves.

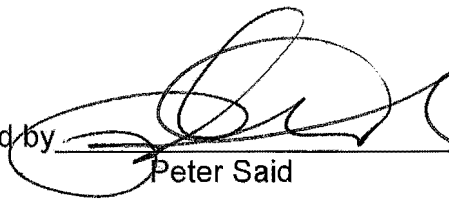
**FISCAL IMPACT:**

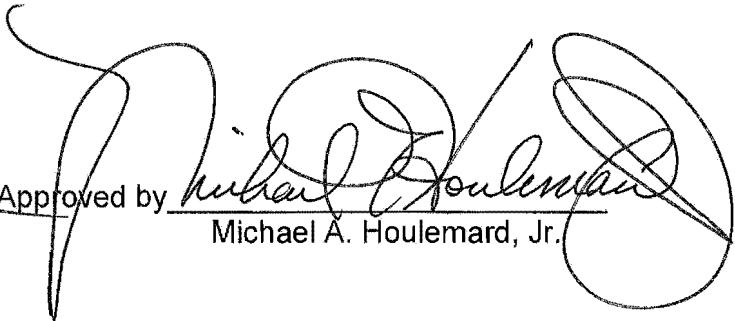
Reviewed by FORA Controller 

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

**COORDINATION:**

WWOC, Administrative Committee, Executive Committee, Marina Coast Water District

Prepared by  Peter Said

Approved by  Michael A. Houlemard, Jr.



**FORT ORD REUSE AUTHORITY  
WATER/WASTEWATER OVERSIGHT COMMITTEE  
MEETING MINUTES**

920 2<sup>nd</sup> Avenue, Suite A, Marina CA 93933 | FORA Conference Room  
9:30 a.m., Wednesday, May 3, 2017

**1. CALL TO ORDER**

Confirming quorum, Peter Said called the meeting to order at 10:17 am.

The following were present:

AR = After Roll Call

**Committee Members:**

Melanie Beretti, County of Monterey  
Mike Lerch, CSUMB  
Steve Matarazzo UCSC  
Dino Pick, City of Del Rey Oaks

**Other Attendees:**

Mike Wegley, MCWD  
Kelly Cadiente, MCWD  
Patrick Breen, MCWD  
Don Hoper, MCP  
Sean Kranyak  
Kristie Reimer, RAC

**FORA Staff:**

Steve Endsley  
Peter Said

**2. PLEDGE OF ALLEGIANCE** led by Mike Lerch

**3. ACKNOWLEDGEMENTS, ANNOUNCEMENTS AND CORRESPONDENCE**

None.

**4. PUBLIC COMMENT PERIOD**

None.

**5. APPROVAL OF MEETING MINUTES**

**a. MOTION:** Steve Matarazzo moved to approve the April 26, 2017 Water/Wastewater Oversight Committee (WWOC) minutes, with the correction to Item 6a. Ms. Kelly Cadiente of MCWD requested the minutes be amended to show Ord Community water and sewer reserves are \$6.48M (\$5.7M for water, and \$.78M for sewer), not \$1.7M. Second by Dino Pick.

**MOTION PASSED: UNANIMOUSLY**

**6. BUSINESS ITEMS**

**a.** Proposition 218 process for MCWD Rates

**i.** Review of 2014-2018 Estimates vs. Actual Revenues and Expenditures



As a follow-up from the last meeting, Ms. Cadiente reviewed the estimates vs. the actual revenues and expenditures for 2014-2018, and responded to questions from the Committee.

ii. Calendar of upcoming Proposition 218 process milestones and meetings

Ms. Cadiente presented the Proposition 218 process milestones MCWD will follow:

1. Study
2. Workshops with public, jurisdictions
3. Final rate study
4. Go out to parcel owners in service area
5. MCWD Board approval

Mike Lerch requested the Committee have the opportunity to review and comment on items to be included in the study. Ms. Cadiente responded that timing will be challenging this time, as the RFP will go before the MCWD Board on May 15, 2017 and is being worked on now, but will share the RFP for the last study with the Committee, and she can begin compiling a list of topics identified by the Committee for further discussion.

Peter Said requested Ms. Cadiente develop a calendar of the 218 Process to share at the June 14, 2017 Water/Wastewater Oversight Committee meeting.

**7. ITEMS FROM MCWD**

None.

**8. ITEMS FROM MEMBERS**

None.

**9. ADJOURNMENT**

Peter Said adjourned the meeting at 10:50 a.m.

**NEXT MEETING: June 14, 2017**

Marina Coast Water District

**Quarterly Report  
to the**

**FORA**

**Water/Wastewater Oversight Committee**

**3<sup>rd</sup> QUARTER FY 2016/2017**

**January 1, 2017 – March 31, 2017**



# Introduction

The *1998 Joint Water and Wastewater Facilities Agreement* between the Marina Coast Water District and the Fort Ord Reuse Authority requires the District to make Quarterly Reports to the WWOC for its operations. This report covers the first quarter, FY 2016/2017, January 1, 2017 – March 31, 2017.

# Topics of Discussion

1. Water consumption data
2. Meter installation update
3. Significant O&M activities
4. Status of required permits
5. Water conservation activities
6. Capital Improvement Program update
7. Quarterly fiscal activity

# Water Consumption Data

	<u>Acre-Feet</u>			
	1 <sup>st</sup> Qtr	2 <sup>nd</sup> Qtr	3 <sup>rd</sup> Qtr	4 <sup>th</sup> Qtr
	Jul - Sep	Oct - Dec	Jan - Mar	Apr - Jun
	<u>15-16 / 16-17</u>	<u>15-16 / 16-17</u>	<u>15-16 / 16-17</u>	<u>14-15 / 15-16</u>
Total Water Pumped <sup>3</sup> :	509 / 527	359 / 373	332 / 246	465 / 490
Quantity of Water Metered:	341 / 337	487 / 305	263 / 221	397 / 281
Estimated Un-Metered Water Use <sup>1</sup> :	60 / 58	60 / 56	55 / 53	65 / 55
Estimated Line Loss <sup>2</sup> :	102 / 132	(188) / 12	14 / (28)	25 / 154
Sewage Flow at Flume (mgd):	0.75 / 0.76	0.76 / 0.89	0.87 / 0.90	0.77 / 0.77

[1] Meter installation will replace estimated use.

[2] As O&M & R&R functions unfold over the years, MCWD expects line loss will be reduced to approximate industry standards (10%+/-).

[3] Includes water pumped through Ord/Marina Inter-tie (MCWD will balance Ord/Marina inter-tie water accounts over time)

# Meter Installation Update

	1 <sup>st</sup> Qtr	2 <sup>nd</sup> Qtr	3 <sup>rd</sup> Qtr	4 <sup>th</sup> Qtr
	Jul - Sep	Oct - Dec	Jan - Mar	Apr - Jun
	<u>16/17</u>	<u>16/17</u>	<u>16/17</u>	<u>15-16</u>
Total Non-Residential Meters*:	346	314	316	345
Metered Non-Residential:	100%	100%	100%	100%
<hr/>				
Total residential meters:	3417	3622	3659	3262
Residential units under a flat fee:	826	803	764	790
Residential Metered as % of all residential:	81%	81%	82%	81%

- ▶ AMR meters now mandatory for all development projects.
- ▶ Un-metered Residential Units: Army – Stillwell 319, Fitch 111, Marshall 334 (764 total active during the quarter).

\* Includes commercial, schools and hydrant meters which vary over time.

# Significant O&M Activities

- Annual Preventative Maintenance
  - Valve exercising
  - Main flushing
  - Hydrant maintenance
  - Sewer main jetting
  - Closed Circuit Television (CCTV)
  - Manhole Inspection
  - Generator maintenance
  - Pump efficiency testing
  - Leak Detection
  
- Programs
  - Cross-Connection Control
  - Fats, Oils and Grease (FOG) compliance work
  - Metering unmetered accounts in OMC
    - 132 installed to date, 928 more to meter before 2025

## Status of Required Permits

- District retains the following State and local regulatory agencies permits: State Water Resources Control Board (SWRCB), Division of Drinking Water (DDW) and Environmental Laboratory Accreditation Programs (ELAP), California Regional Water Quality Control Board, Monterey County Environmental Health, and the Monterey Bay Unified Air Pollution Control District. ELAP approved continued accredited status of District's laboratory accreditation renewal effective October 1, 2015, the application was deemed "complete and acceptable" and a list of approved fields of testing and analytes certificate was issued 8/24/15. Renewal period is two (2) years.
  
- District operates the water systems in Central Marina and Ord Community under one SWRCB Domestic Water Supply Permit, Marina Coast Water District, System No. 2710017. As required by the Safe Drinking Water Act, District completed preparation and distribution to its customers the 2016 Consumer Confidence Report or Annual Water Quality Report. District is in compliance of all California and USEPA drinking water standards. Its 2016 e-ARDWP (electronic Annual Drinking Water Program Report) was submitted 4/20/2017 to DWP District 05.
  
- District reports to the statewide electronic reporting of sanitary sewage overflows (SSOs) administered by the State Water Resources Control Board Statewide General WDR, Order No. 2006-0003 for public agencies that owns and operates a sanitary sewer system.
  
- District implements the MCWD Fats/Oil/Grease (FOG) program and coordinates with MRWPCA the public education program to promote proper disposal of grease and fats.



# Water Conservation Activities

## **Water Conservation Assistance and Programs**

- Staff continues to assist homeowners in new development regarding irrigation
- Staff attended CSUMB Service Learning Fair
- Staff attended CSUMB classrooms
- Staff continues to conduct Water Conservation Inspections for properties being sold or transferred
- Staff attended Fort Ord Clean-Up Special Event
- Staff attended MPUSD Job Fair
- Staff met with developer regarding irrigation of common areas
- Staff continues to meet and work with landscape contractor at Imjim Office Park
- Staff continues interior surveys in CSUMB East Campus Housing prior to retrofit

# Fort Ord Rebates Q1 – Q3 FY 16/17

Toilets				
	# Rebates	Rebate Amount (\$)	Estimated Water Savings (units per year)	Estimated Water Savings (AF per year)
Q1	13	\$ 1,374.97	22.2	0.05
Q2	12	\$ 1,500.00	20.5	0.05
Q3	10	\$ 1,250.00	17.1	0.04
Total	35	\$ 4,124.97	59.9	0.14

Landscape Incentive				
	# Rebates	Rebate Amount (\$)	Estimated Water Savings (units per year)	Estimated Water Savings (AF per year)
Q1	1	\$ 948.50	117	0.27
Q2	0	\$ -	0	0.00
Q3	0	\$ -	0	0.00
Total	1	\$ 948.50	117	0.27

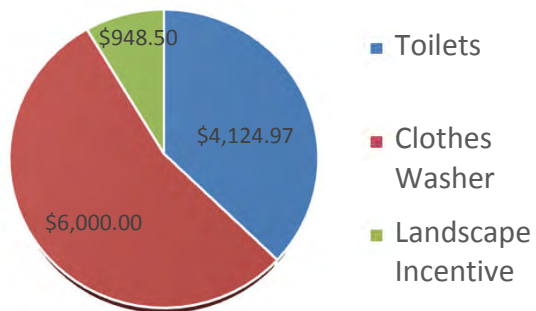
Clothes Washers				
	# Rebates	Rebate Amount (\$)	Estimated Water Savings (units per year)	Estimated Water Savings (AF per year)
Q1	13	\$ 1,500.00	106.6	0.24
Q2	18	\$ 2,250.00	147.6	0.34
Q3	18	\$ 2,250.00	147.6	0.34
Total	49	\$ 6,000.00	401.7	0.92

# Fort Ord Q1 – Q3 FY 16/17 Rebate Type, Rebate Amount, and Estimated Water Savings

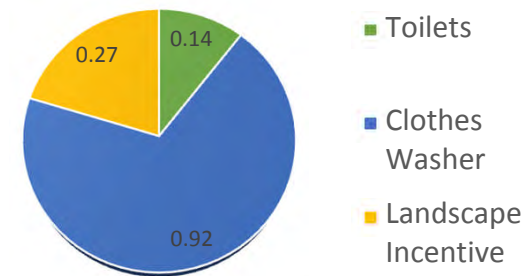
Rebate Type	Rebate Amount (\$)
Toilets	\$ 4,124.97
Clothes Washer	\$ 6,000.00
Landscape Incentive	\$ 948.50

Rebate Type	Estimated Water Savings (AF per year)
Toilets	0.14
Clothes Washer	0.92
Landscape Incentive	0.27

Rebate Type and Rebate Amount (\$)



Estimated Water Savings (AF per year)



# Capital Improvement Program Update

- Fiscal Year 2016/2017 Update
  - ❖ Water System
  - ❖ Wastewater System
  - ❖ Water Augmentation Project

**Water System FY 2016/2017  
Third Quarter**

<b>MCWD CIP</b>	<b>Project Name</b>	<b>Capital Budget</b>	<b>Budget Adjustment</b>	<b>Activity to Date</b>	<b>Comments</b>
<b>OW-0223</b>	<b>Well 30 Pump Replacement</b>	<b>\$210,000</b>		<b>\$108,668</b>	<b>Complete</b>
<b>OW-0206</b>	<b>Inter-Garrison Road Pipeline Upsizing</b>	<b>\$644,124</b>		<b>\$23,056</b>	<b>Whitson Engineers preparing design. Project construction sequenced to coincide with Inter-Garrison Rd Widening &amp; East Garrison commercial development.</b>
<b>OW-0128</b>	<b>Lightfighter B-zone Pipeline Design</b>	<b>\$605,199</b>		<b>\$115,579</b>	<b>Contract -MPE. Under Construction</b>
<b>OW-0115</b>	<b>SCADA System Improvements</b>	<b>\$311,987</b>		<b>\$168,059</b>	<b>Under construction.</b>
<b>WD-0202</b>	<b>IOP Building E (BLM)</b>	<b>\$1,929,138 (\$3,572,479)</b>		<b>\$1,913,565 (\$3,543,638)</b>	<b>Construction Complete.</b>

**Wastewater System FY 2016/2017  
Third Quarter**

<b>MCWD CIP</b>	<b>Project Name</b>	<b>Capital Budget</b>	<b>Budget Adjustment</b>	<b>Activity to Date</b>	<b>Comments</b>
OS-0200	Clark Lift Station Improvements (Clark Ct. & Bostrom)	\$616,475		\$520,525	Contractor - In construction.
OS-0205	Imjin Lift Sta. & Force Main Improvements - Phase 1	\$264,000		\$0	Rebudget design and construction for FY17-18. For long-term development flow increases from East-Garrison, UCMBEST & Marina Airport.
OS-0152	Hatten Lift Sta. Improvements	\$110,000	-\$110,000	\$0	End of useful life replacement. Rebudget for Ord Village Force Main.
OS-0147	Ord Village FM Improvements Design	\$0	\$110,000	\$0	End of useful life replacement.
WD-0202	IOP Building E (BLM)	\$428,697 (\$3,572,479)		\$425,237 (\$3,543,638)	Construction complete.

**Recycled Urban Water Augmentation Project  
 FY 2016/2017  
 Third Quarter**

<i>MCWD CIP</i>	<i>Project Name</i>	<i>Capital Budget</i>	<i>Activity to Date</i>	<i>Comments</i>
<i>RW- 0156</i>	<i>Recycled Water Delivery and Supply Project</i>	<i>\$12,760,000</i>	<i>\$1,106,608</i>	<i>Carollo redesigning to coordinate with PCA ATW/GWR. Acquiring ROW. SRF loan pending.</i>

# Ord Water 2nd Quarter Fiscal Activity

MARINA COAST WATER DISTRICT  
INCOME STATEMENT  
OCTOBER 1, 2016 TO DECEMBER 31, 2016  
(UNAUDITED)

ORD COMMUNITY WATER FUND

	CURRENT QUARTER				YEAR-TO-DATE			
	ACTUAL	BUDGET	\$ VARIANCE	% VARIANCE	ACTUAL	BUDGET	\$ VARIANCE	% VARIANCE
<b>REVENUES</b>								
WATER SALES	1,475,843	1,396,944	78,899	5.65%	3,018,067	2,793,887	224,180	8.02%
SEWER SALES	-	-	-	-	-	-	-	-
INTEREST INCOME	5,460	1,198	4,262	355.76%	10,351	2,396	7,955	332.01%
OTHER REVENUE	78,839	54,575	24,264	44.46%	211,869	109,150	102,719	94.11%
<b>TOTAL REVENUES</b>	<b>1,560,142</b>	<b>1,452,717</b>	<b>107,425</b>	<b>7.39%</b>	<b>3,240,287</b>	<b>2,905,433</b>	<b>334,854</b>	<b>11.53%</b>
<b>EXPENSES</b>								
ADMINISTRATIVE	479,816	490,192	(10,376)	(2.12%)	992,720	980,385	12,335	1.26%
OPERATING & MAINTENANCE	306,481	383,638	(77,157)	(20.11%)	626,120	767,276	(141,156)	(18.40%)
LABORATORY	41,644	56,185	(14,541)	(25.88%)	89,702	112,371	(22,669)	(20.17%)
CONSERVATION	41,001	66,710	(25,709)	(38.54%)	76,110	133,420	(57,310)	(42.95%)
ENGINEERING	113,458	202,952	(89,494)	(44.10%)	218,495	405,904	(187,409)	(46.17%)
INTEREST EXPENSE	327,574	203,168	124,406	61.23%	343,822	406,337	(62,515)	(15.39%)
FRANCHISE/MEMBERSHIP FEES	98,285	78,750	19,535	24.81%	188,323	157,500	30,823	19.57%
<b>TOTAL EXPENSES</b>	<b>1,408,259</b>	<b>1,481,595</b>	<b>(73,336)</b>	<b>(4.95%)</b>	<b>2,535,292</b>	<b>2,963,193</b>	<b>(427,901)</b>	<b>(14.44%)</b>
<b>NET GAIN (LOSS) FROM OPERATIONS</b>	<b>151,883</b>	<b>(28,878)</b>	<b>180,761</b>	<b>(625.95%)</b>	<b>704,995</b>	<b>(57,760)</b>	<b>762,755</b>	<b>(1320.56%)</b>
CAPACITY FEE/CAPITAL SURCHARGE	1,488,844	610,206	878,637	143.99%	2,532,365	1,220,413	1,311,953	107.50%
NON-OPERATING REVENUE	71,738	57,573	14,165	24.60%	141,565	115,145	26,420	22.94%
CAPITALIZED EQUIPMENT/CIP	126,548	355,815	(229,266)	(64.43%)	226,874	1,423,259	(1,196,385)	(84.06%)
DEVELOPER REVENUE	102,093	112,500	(10,407)	(9.25%)	207,514	225,000	(17,486)	(7.77%)
DEVELOPER EXPENSES	103,718	110,000	(6,282)	(5.71%)	197,172	220,000	(22,828)	(10.38%)



# Ord Sewer 2nd Quarter Fiscal Activity

MARINA COAST WATER DISTRICT  
 INCOME STATEMENT  
 OCTOBER 1, 2016 TO DECEMBER 31, 2016  
 (UNAUDITED)

## ORD COMMUNITY SEWER FUND

	CURRENT QUARTER				YEAR-TO-DATE			
	ACTUAL	BUDGET	\$ VARIANCE	% VARIANCE	ACTUAL	BUDGET	\$ VARIANCE	% VARIANCE
<b>REVENUES</b>								
WATER SALES	-	-	-	-	-	-	-	-
SEWER SALES	568,010	533,792	34,218	6.41%	1,121,825	1,067,584	54,241	5.08%
INTEREST INCOME	1,677	397	1,280	322.42%	3,176	794	2,382	300.00%
OTHER REVENUE	4,029	4,150	(121)	(2.92%)	18,112	8,300	9,812	118.22%
<b>TOTAL REVENUES</b>	<b>573,716</b>	<b>538,339</b>	<b>35,377</b>	<b>6.57%</b>	<b>1,143,113</b>	<b>1,076,678</b>	<b>66,435</b>	<b>6.17%</b>
<b>EXPENSES</b>								
ADMINISTRATIVE	92,586	114,363	(21,777)	(19.04%)	193,872	228,725	(34,853)	(15.24%)
OPERATING & MAINTENANCE	214,612	133,835	80,777	60.36%	369,445	267,669	101,776	38.02%
LABORATORY	-	-	-	-	-	-	-	-
CONSERVATION	-	-	-	-	-	-	-	-
ENGINEERING	22,839	57,984	(35,145)	(60.61%)	47,365	115,968	(68,603)	(59.16%)
INTEREST EXPENSE	106,095	65,512	40,583	61.95%	110,645	131,024	(20,379)	(15.55%)
FRANCHISE/MEMBERSHIP FEES	6,298	3,750	2,548	67.95%	11,733	7,500	4,233	56.44%
<b>TOTAL EXPENSES</b>	<b>442,430</b>	<b>375,444</b>	<b>66,986</b>	<b>17.84%</b>	<b>733,060</b>	<b>750,886</b>	<b>(17,826)</b>	<b>(2.37%)</b>
<b>NET GAIN (LOSS) FROM OPERATIONS</b>	<b>131,286</b>	<b>162,895</b>	<b>(31,609)</b>	<b>(19.40%)</b>	<b>410,053</b>	<b>325,792</b>	<b>84,261</b>	<b>25.86%</b>
CAPACITY FEE/CAPITAL SURCHARGE	446,117	249,210	196,907	79.01%	804,009	498,421	305,589	61.31%
NON-OPERATING REVENUE	20,087	16,120	3,966	24.60%	39,638	32,241	7,398	22.95%
CAPITAL IMPROVEMENT PROJECT	154,142	252,919	(98,776)	(39.05%)	158,606	1,011,675	(853,069)	(84.32%)
DEVELOPER REVENUE	21,804	35,000	(13,196)	(37.70%)	54,779	70,000	(15,221)	(21.74%)
DEVELOPER EXPENSES	18,340	27,500	(9,160)	(33.31%)	45,553	55,000	(9,447)	(17.18%)

# Ord Water 3rd Quarter Fiscal Activity

MARINA COAST WATER DISTRICT  
INCOME STATEMENT  
JANUARY 1, 2017 TO MARCH 31, 2017  
(UNAUDITED)

ORD COMMUNITY WATER FUND

	CURRENT QUARTER				YEAR-TO-DATE			
	ACTUAL	BUDGET	\$ VARIANCE	% VARIANCE	ACTUAL	BUDGET	\$ VARIANCE	% VARIANCE
<b>REVENUES</b>								
WATER SALES	1,442,147	1,396,944	45,203	3.24%	4,460,213	4,190,831	269,382	6.43%
SEWER SALES	-	-	-	-	-	-	-	-
INTEREST INCOME	6,323	1,198	5,125	427.80%	16,675	3,594	13,081	363.97%
OTHER REVENUE	91,737	54,575	37,162	68.09%	303,606	163,725	139,881	85.44%
<b>TOTAL REVENUES</b>	<b>1,540,207</b>	<b>1,452,717</b>	<b>87,490</b>	<b>6.02%</b>	<b>4,780,494</b>	<b>4,358,150</b>	<b>422,344</b>	<b>9.69%</b>
<b>EXPENSES</b>								
ADMINISTRATIVE	424,580	490,192	(65,612)	(13.38%)	1,417,301	1,470,577	(53,276)	(3.62%)
OPERATING & MAINTENANCE	288,675	383,638	(94,963)	(24.75%)	914,794	1,150,914	(236,120)	(20.52%)
LABORATORY	38,632	56,185	(17,553)	(31.24%)	128,334	168,556	(40,222)	(23.86%)
CONSERVATION	43,308	66,710	(23,402)	(35.08%)	119,417	200,129	(80,712)	(40.33%)
ENGINEERING	146,460	202,952	(56,492)	(27.84%)	375,940	608,855	(232,915)	(38.25%)
INTEREST EXPENSE	7,137	203,168	(196,031)	(96.49%)	350,959	609,505	(258,546)	(42.42%)
FRANCHISE/MEMBERSHIP FEES	82,201	78,750	3,451	4.38%	270,524	236,250	34,274	14.51%
<b>TOTAL EXPENSES</b>	<b>1,030,993</b>	<b>1,481,595</b>	<b>(450,602)</b>	<b>(30.41%)</b>	<b>3,577,269</b>	<b>4,444,786</b>	<b>(867,517)</b>	<b>(19.52%)</b>
<b>NET GAIN (LOSS) FROM OPERATIONS</b>	<b>509,214</b>	<b>(28,878)</b>	<b>538,092</b>	<b>(1863.33%)</b>	<b>1,203,225</b>	<b>(86,636)</b>	<b>1,289,861</b>	<b>(1488.83%)</b>
CAPACITY FEE/CAPITAL SURCHARGE	1,017,360	610,206	407,154	66.72%	3,549,725	1,830,619	1,719,107	93.91%
NON-OPERATING REVENUE	70,758	57,573	13,185	22.90%	212,322	172,718	39,605	22.93%
CAPITAL IMPROVEMENT PROJECT	203,973	355,865	(151,892)	(42.68%)	430,847	1,423,459	(992,612)	(69.73%)
DEVELOPER REVENUE	138,604	112,500	26,104	23.20%	346,118	337,500	8,618	2.55%
DEVELOPER EXPENSES	193,992	110,000	83,992	76.36%	391,164	330,000	61,164	18.53%

# Ord Sewer 3rd Quarter Fiscal Activity

MARINA COAST WATER DISTRICT  
INCOME STATEMENT  
JANUARY 1, 2017 TO MARCH 31, 2017  
(UNAUDITED)

ORD COMMUNITY SEWER FUND

	CURRENT QUARTER				YEAR-TO-DATE			
	ACTUAL	BUDGET	\$ VARIANCE	% VARIANCE	ACTUAL	BUDGET	\$ VARIANCE	% VARIANCE
<b>REVENUES</b>								
WATER SALES	-	-	-	-	-	-	-	-
SEWER SALES	599,028	533,792	65,236	12.22%	1,720,853	1,601,376	119,477	7.46%
INTEREST INCOME	1,890	397	1,493	376.07%	5,066	1,191	3,875	325.36%
OTHER REVENUE	2,628	4,150	(1,522)	(36.67%)	20,740	12,450	8,290	66.59%
<b>TOTAL REVENUES</b>	<b>603,546</b>	<b>538,339</b>	<b>65,207</b>	<b>12.11%</b>	<b>1,746,659</b>	<b>1,615,017</b>	<b>131,642</b>	<b>8.15%</b>
<b>EXPENSES</b>								
ADMINISTRATIVE	95,542	114,363	(18,821)	(16.46%)	289,414	343,088	(53,674)	(15.64%)
OPERATING & MAINTENANCE	118,181	133,835	(15,654)	(11.70%)	487,626	401,504	86,122	21.45%
LABORATORY	-	-	-	-	-	-	-	-
CONSERVATION	-	-	-	-	-	-	-	-
ENGINEERING	38,417	57,984	(19,567)	(33.75%)	86,197	173,951	(87,754)	(50.45%)
INTEREST EXPENSE	1,994	65,512	(63,518)	(96.96%)	112,638	196,535	(83,897)	(42.69%)
FRANCHISE/MEMBERSHIP FEES	91,289	3,750	87,539	2334.37%	103,021	11,250	91,771	815.74%
<b>TOTAL EXPENSES</b>	<b>345,423</b>	<b>375,444</b>	<b>(30,021)</b>	<b>(8.00%)</b>	<b>1,078,896</b>	<b>1,126,328</b>	<b>(47,432)</b>	<b>(4.21%)</b>
<b>NET GAIN (LOSS) FROM OPERATIONS</b>	<b>258,123</b>	<b>162,895</b>	<b>95,228</b>	<b>58.46%</b>	<b>667,763</b>	<b>488,689</b>	<b>179,074</b>	<b>36.64%</b>
CAPACITY FEE/CAPITAL SURCHARGE	255,902	249,210	6,692	2.69%	1,059,911	747,631	312,280	41.77%
NON-OPERATING REVENUE	19,812	16,120	3,692	22.90%	59,450	48,361	11,090	22.93%
CAPITAL IMPROVEMENT PROJECT	359,694	252,918.75	106,775	100.00%	518,300	1,011,675	(493,375)	(48.77%)
DEVELOPER REVENUE	38,293	35,000	3,293	9.41%	93,072	105,000	(11,928)	(11.36%)
DEVELOPER EXPENSES	28,717	27,500	1,217	4.43%	74,270	82,500	(8,230)	(9.98%)

# FORT ORD REUSE AUTHORITY BOARD REPORT

## CONSENT AGENDA

**Subject:** Transition Task Force Status Update

**Meeting Date:** July 14, 2017

**Agenda Number:** 8e

**INFORMATION/ACTION**

### RECOMMENDATION:

Accept Transition Task Force Status Report

### BACKGROUND/DISCUSSION:

Since the June 2017 status update report, the Transition Task Force met on June 14, 2017. Concerns were raised by Task Force members that they felt content in the June Board report constituted minutes or notes of the Task Force meeting and requested they be allowed to review notes or meeting minutes prior to presentation to the Board. This Board report is neither Transition Task Force notes nor minutes, but rather staff's report to the Board of the progress of the *ad hoc* committee. The Transition Task Force did not have the opportunity to review this report in committee, however, has had the opportunity to review this report in its draft form. As staff has previously reported, Transition Task Force distributed materials, although not the oral presentation, may be found on the FORA web pages at: <http://www.fora.org/Transitiontaskforce.html>.

At the June 14, 2017 Task Force meeting members received a review of information previously presented and a preview of potential financial mechanisms to meet jurisdictional obligations. Also, staff provided a preview of potential FORA successor mechanisms including, potential successor agency staffing and/or matching up function completion with operations downsizing. The Transportation Agency of Monterey County presented its Regional Fee Program and the program might be utilized to address on-site and off-site FORA transportation impact mitigations applying their "nexus" methodology. TAMC noted the limitation of this approach given its constrained ability to apply such fees to approved but not-yet built projects. The TTF explored options for addressing this significant limitation in the transition agreement process. An informational FORA Board Workshop on Transportation (and Building Removal) has been scheduled for July 26, 2017 at 9:30 a.m.

The next TTF meeting will be July 19, 2017 at 9:00 a.m.

### FISCAL IMPACT:

Reviewed by FORA Controller 

TTF staff time/legal costs were not fully anticipated but to date are within approved budget.

Prepared by   
Sheri L. Damon

Approved by   
Michael A. Houlemard, Jr.

# FORT ORD REUSE AUTHORITY BOARD REPORT

## CONSENT AGENDA

<b>Subject:</b> Habitat Conservation Plan Update	
<b>Meeting Date:</b> July 14, 2017	<b>INFORMATION</b>
<b>Agenda Number:</b> 8f	

### **RECOMMENDATION(S):**

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

### **BACKGROUND:**

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, Fort Ord Reuse Authority (FORA) and its members must obtain Incidental Take Permits (ITPs) for "Take" of federally and state-listed species. 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 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 basewide HCP. Some of these challenges included: impediments to conducting habitat restoration burns, California Tiger Salamander listing, 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 recognized 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 the Board September 9, 2016 meeting, FORA 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 to receive guidance and address comments. Key revisions included: (1) removing non state or federally listed species, or listed species not known to occur outside of the Fort Ord National Monument (Monument); (2) adding mitigation measures to benefit HCP species; and (3) rewriting the HCP to only rely on Monument lands for mitigation when Permittees' additional mitigation measures provide a link for such reliance. Due to extensive revisions, staff and consultants worked several

months longer than originally scheduled to complete the screencheck draft HCP. However, USFWS and CDFW representatives agreed to meet an HCP schedule allowing one 60-day review period prior to publishing the public review draft HCP and its EIS/EIR. By mid-July, Staff and consultants will distribute the screencheck draft HCP for USFWS, CDFW, and Permittees' 60-day review.

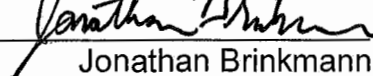
**FISCAL IMPACT:**

Reviewed by FORA Controller 

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

**COORDINATION:**

Authority Counsel, Administrative Committee, Permittees, ICF International, DD&A, and Wildlife Agencies.

Prepared by   
Jonathan Brinkmann

Approved by   
Michael A. Houlemard, Jr.

<b>FORT ORD REUSE AUTHORITY BOARD REPORT</b>	
<b>CONSENT AGENDA</b>	
<b>Subject:</b>	Public Correspondence to the Board
<b>Meeting Date:</b>	July 14, 2017
<b>Agenda Number:</b>	8g
<b>INFORMATION/ACTION</b>	

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](mailto:board@fora.org) or mailed to the address below:

FORA Board of Directors  
 920 2<sup>nd</sup> Avenue, Suite A  
 Marina, CA 93933

# FORT ORD REUSE AUTHORITY BOARD REPORT

## CONSENT AGENDA

**Subject:** Executive Officer Travel Report

**Meeting Date:** July 14, 2017

**Agenda Number:** 8h

**INFORMATION/ACTION**

### RECOMMENDATION:

Receive a report from the Executive Officer

### BACKGROUND/DISCUSSION:

Per the FORA Travel Policy, the Executive Officer (EO) submits travel requests to the Executive Committee on FORA Board/staff travel. The Committee reviews and approves requests for EO, Authority Counsel and board members travel; the EO approves staff travel requests. Travel information is reported to the Board.

The Department of Defense Office of Economic Adjustment (OEA) invited the Executive Officer to participate in a discussion session authorized by the Secretary of Defense regarding about Base Re-Alignment and Closure (BRAC). Held on June 14, 2017 in Washington, D.C, the discussion was centered around the impact of the BRAC process on businesses and communities around the country. Mr. Houlemard was asked to participate and provide feedback on the issues that confront communities. Mr. Houlemard also provided a presentation structured according to the questions that will be the framework of a full report. The report is anticipated to be made available to participants in approximately 90 days. The travel accommodations were funded by OEA.

On June 19-21, 2017, the Association of Defense Communities (ADC) held its annual summit in Washington, D.C. The Executive Officer and three (3) Board members were in attendance to participate in training and discussion regarding the key issues facing defense communities and installations. FORA representatives were also involved in several key conversations with BRAC chief officer and Congressman Panetta. Attending Board members will comment regarding their observations during ADC at the July meeting.

The Executive Officer attended the California Special Districts Association General Manager Leadership Summit from June 25 – 27, 2017. The attendance to this summit both secured updated information on State regulatory changes and provided education hours necessary for Special District Administration re-certification. The processing of the re-certification is in process and a certificate of confirmation is expected.

Prepared by   
Dominique L. Jones

Approved by   
Michael A. Houlemard, Jr.





## FORT ORD REUSE AUTHORITY

920 2<sup>ND</sup> Avenue, Suite A, Marina, CA 93933  
Tel: 831 883 3672 | Fax: 831 883 3675 | [www.fora.org](http://www.fora.org)

**Item 8i**

FORA Board Meeting, 7/14/17

June 27, 2017

Howard Gustafson  
President, Board of Directors  
Marina Coast Water District  
11 Reservation Road  
Marina CA 93933

Joe Gunter  
Chair, Board of Directors  
Salinas Valley Groundwater Sustainability Agency  
200 Lincoln Street  
Salinas CA 93901

**RE:** Fort Ord Reuse Authority's (FORA) Groundwater Sustainability Agency Principles

Dear Messrs. Gunter and Gustafson:

The FORA Board has asked that the attached principles be passed along to both the Marina Coast Water District and to the Salinas Valley Groundwater Sustainability Agency for their respective use in groundwater sustainability and/or basin management planning. Your individual or joint efforts may affect the groundwater sub basin which serves the Fort Ord community. Enclosed please find those principles.

We appreciate your commitment regarding groundwater sustainability and use of these principles. Additionally, FORA would like to be notified when you are beginning a management plan which will affect the Ord Community sub basin to enable collaborative planning.

Sincerely,

Michael A. Houlemard, Jr.  
Executive Officer

Enc.

Cc: Keith Van Der Maaten  
MCWD General Manager

Gary Petersen,  
Interim SVGSA Manager

## **Statement of Principles For the Former Fort Ord Groundwater Resource**

Groundwater resources are the result of natural processes that benefit overlying communities' economy and quality of life. In 1993, the U.S. Army (Army) entered into an agreement with Monterey County Water Resources Agency (MCWRA) allowing the Army to withdraw a maximum of 6,600 acre-feet per year (AFY) of groundwater from the Salinas Valley groundwater basin within the Fort Ord area. Due to a seawater intrusion problem, the 1993 Army-MCWRA agreement identified MCWRA as the project proponent to provide a regional water supply system solution. In 2000, after base closure, the Army assigned 4,871 AFY of its groundwater to the Fort Ord Reuse Authority (FORA) to implement the 1997 Fort Ord Reuse Plan. Over the past few years, the State of California passed the Groundwater Sustainability Act, creating a mandate for eligible agencies to form Groundwater Sustainability Agencies (GSAs) and, after formation, adopt Groundwater Sustainability Plans (GSPs) for their respective groundwater basins or sub-basins. The Marina Coast Water District (MCWD) and Salinas Valley Basin Groundwater Sustainability Agency (Salinas Valley Basin GSA) have overlapping applications to become the GSA for the former Fort Ord area. If an overlapping dispute continues past June 30, 2017, the California Water Resources Control Board will manage the disputed area until the dispute is resolved. Regardless of how the dispute is settled, FORA upholds certain principles that should be maintained by the GSA managing the former Fort Ord groundwater resource.

### **Principle 1: Implement 1997 Fort Ord Reuse Plan**

The 1997 Fort Ord Reuse Plan relies on 6,600 AFY of groundwater and 2,400 AFY of augmented water to reuse former Fort Ord. FORA recommends that the GSA facilitate Fort Ord Reuse Plan implementation through ensuring a water resource of 9,000 AFY for the former Fort Ord area.

### **Principle 2: Implement Equitable Allocation of Water**

The 1993 Army-MCWRA agreement includes a provision that, if an action results in diminished water supply to MCWRA, MCWRA agrees that the Army will be no more severely affected in a proportional sense than the members of other zones. The 2000 FORA-Army agreement assigning 4,871 AFY of Army groundwater to FORA also requires FORA to cooperate with water resource agencies and former Fort Ord property owners to ensure provision of an equitable supply of water to property owners. FORA recommends that the GSA continue to meet these requirements.

### **Principle 3: Manage Groundwater Resources with an Enduring Local Agency**

One purpose of the Sustainable Groundwater Management Act is to enhance local management of groundwater to the greatest extent feasible. To carry out this purpose, the former Fort Ord groundwater resource should be managed by a local agency with locally elected officials or directors appointed by locally elected officials. GSA application disputes over the former Fort Ord area should be resolved expeditiously to prevent State management of groundwater resources. Furthermore, FORA has a legislated dissolution of June 30, 2020. Therefore, FORA recommends that the GSA have long-term viability and eligibility.

# FORT ORD REUSE AUTHORITY BOARD REPORT

## CONSENT AGENDA

<b>Subject:</b>	Approve Solicitation for 'On-Call' Engineering and Design Master Services Contract	
<b>Meeting Date:</b>	July 14, 2017	<b>INFORMATION/ACTION</b>
<b>Agenda Number:</b>	8j	

### RECOMMENDATION(S):

Approve Solicitation for Engineering and Design Master Services Contract (**Attachment A**).

### BACKGROUND/DISCUSSION:

In November 2002, the Fort Ord Reuse Authority ("FORA") Board authorized the Agreement with Creegan+D'Angelo ("C+D") to provide "on-call" engineering design services to support the on-site transportation elements of FORA's Capital Improvement Program ("CIP"). The Agreement was extended by Board authorization through November 2017.

The Master Service Contract with C+D will expire November 2017. The FORA Board awarded final design services of Eastside Parkway to Whitson Engineering in February 2011. In 2017, FORA contracted with BKF to provide General Engineering and Construction Management Services to support Building Removal and the Bid Process. Neither Whitson nor BKF's contract scope include engineering and design for South Boundary Road, General Jim Moore Boulevard and Gigling Road roadway improvements.

Staff is seeking a public solicitation process requesting qualifications from firms to perform the remaining engineering and design work. Staff has kept the scope the same as the previous contract which includes on-call services, and roadway construction management. The solicitation includes the Board approved local preference evaluation criteria, and permits for a collaboration of multiple small firms. The Master Services Contract follows FORA's standard contract format. Staff will return with the top proposers, and provide the evaluation scoring and a recommendation for Board Approval.

### FISCAL IMPACT:

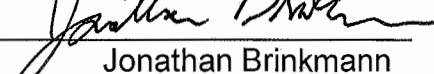
Reviewed by FORA Controller 

Funding for engineering efforts is included in the approved FY 17-18 Capital Improvement Program

### COORDINATION:

Administrative Committee, Authority Counsel

Prepared by  Peter Said

Reviewed by  Jonathan Brinkmann

Approved by  Michael A. Houlemard, Jr.

**REQUEST FOR QUALIFICATIONS**  
**For Design, Environmental and Construction Mgt. Services**

The Fort Ord Reuse Authority (FORA) is seeking a team of professionals in the disciplines of civil engineering (inclusive of utility system expertise), geotechnical engineering, landscape architecture, environmental assessment, construction management, construction observation and construction testing to continue implementation of the public improvements for which FORA has responsibility. Interested consultants can receive a copy of the Request for Qualifications and additional supporting documents by contacting Peter Said at 920 2nd Avenue, Suite A, Marina CA 93933. Ph: (831) 883-3672.

**Closing date for qualifications submittal is August 14, 2017 at 12:00 noon.**

Fort Ord Reuse Authority  
920 2nd Ave., Ste. A  
Marina, CA 93933

July 19, 2017

## REQUEST FOR QUALIFICATIONS FOR ON-CALL ENGINEERING AND DESIGN SERVICES

Dear Consultant,

The Fort Ord Reuse Authority ("FORA") is the lead agency on South Boundary Road, General Jim Moore Boulevard, and Gigling Road improvements. These roadways are in various stages of engineering design and awaiting completion. FORA is seeking qualifications for a team of professionals in the disciplines of civil engineering (inclusive of utility system expertise), geotechnical engineering, landscape architecture, environmental assessment, construction management, construction observation and construction testing to continue implementation of the public improvements for which FORA has responsibility.

### ***Background***

FORA is the legislatively created public corporation responsible for the implementation of the 1997 Base Reuse Plan ("BRP") for the former Fort Ord, located on Monterey Bay, California, which guides the land use, scope and definition of proposed development on this former military enclave. Since 1995, FORA has advanced a series of public improvement projects that are required to mitigate the impacts of development proposed under the BRP. These project requirements are guided by a Capital Improvement Program ("CIP"), which is updated and approved by the FORA Board of Directors annually.

A figure is included (**Attachment A**) providing a pictorial representation of the remaining roadways in the FORA CIP. The BRP and current CIP are available at the FORA office and online at [www.fora.org](http://www.fora.org).

To date, FORA has advanced several professional service contracts resulting in installation of approximately \$70,000,000 of infrastructure, which represents approximately 33% of FORA's base-wide financial obligations. All services provided have been secured through the formal solicitation and negotiation process on a project-by-project basis with the work managed by FORA staff. The revenue sources covering project "soft" and "hard" costs have predominately been U.S. Department of Commerce Economic Development Administration ("EDA") grants, State of California Defense Adjustment Matching grants and FORA revenue bonds. However, land use jurisdictions' (the Cities of Marina, Seaside, Del Rey Oaks, Monterey and Monterey County) development projects also provide development fees and land sale revenues to fund FORA's public improvements.

Therefore, FORA seeks an "on-call" team of professionals in the disciplines of civil engineering (inclusive of utility system expertise), geotechnical engineering, landscape architecture, environmental assessment, construction management, construction observation and construction testing to continue the implementation of the FORA's public improvements. This work effort will include, but not be limited to,

utility system master planning as well as the preparation of bid-ready construction documents for a series of priority projects as defined in the CIP document.

It is FORA's expectation that this request for Statements of Qualifications ("SOQ's") process will culminate in an on-call professional service agreement inclusive of a detailed scope of services that will be negotiated for advancing priority projects for which funding may become available within the next several months. The term of the on-call service agreement will be three years, with time extensions at FORA's discretion.

**Purpose**

The estimated magnitude for the Scope of Work is between \$750,000 and \$1,000,000. It is estimated the work will take between twelve (12) and eighteen (18) months. FORA's cost limitations for the three roadways is \$13,014,318.

**SCHEDULE**

<b>Event</b>	<b>Dates</b>
Qualified Vendor Notification and Request for Qualification	07/19/2017
Pre-Proposal Conference @ FORA Offices	2:00pm PST 08/01/2017
Deadline To Submit Questions & Clarifications	17:00pm PST 08/03/2017
Deadline to Submit Proposal	12:00pm PST 08/14/2017
Selection Committee Review of Proposals	08/15-08/18/2017
Interview Notification	08/18-21/2017
Interview Date	08/28-8/31/2017
Notice of Intent to Award	9/1/2017

**STATEMENT OF QUALIFICATIONS**

Interested consultants are requested to submit SOQs that illustrate the capabilities of an integral team of professionals capable of performing services in the disciplines noted above.

**Statement of Qualifications.** SOQ's will include an **Executive Summary**, limited to five pages, that outlines the consultant's **understanding** of and **approach** to providing the services to FORA to advance requisite projects as funding becomes available. Review of the aforementioned FORA BRP and FORA CIP documents should provide sufficient background to proposers to develop an understanding of the FORA program and project requirements, which may be funded or partially funded by the EDA or other grant dollars.

FORA anticipates that in some cases, the professional team proposed may be comprised of representatives from a single firm with the appropriate required expertise drawn from internal corporate resources, while in other cases, the professional team may be comprised of a prime consultant in a lead team member role with one or more firms as sub-consultants to the lead consultant. In either case, the SOQ should be sufficiently detailed to demonstrate the internal working relationships of the team members. An **organizational chart** and **resumes** of individual team members that are placed in key roles in the team shall be submitted with the **resume of the team leader** who will be the primary point of contact with the FORA project manager(s).

Evidence of previous success of the proposed team in completing public works infrastructure projects from conceptual design through completion of construction is a required and important component of the submittal. The submittal shall include **examples** of successfully completed projects (by the proposed team) in the \$2M to \$20M range of value of public works infrastructure projects. The example projects should emphasize transportation projects that entail the full complement of public works component facilities (e.g., sanitary sewer collection, storm drainage, water distribution, gas, electric, telecommunications, transit, pedestrian, bicycle, irrigation, landscaping, etc.). **Point of contact references** for the agencies for which the projects were developed and completed shall accompany the example projects.

FORA will review submittals for the experience of the team members as well as the demonstrated effectiveness of team members working together on projects similar to FORA's projects. Therefore, experience and qualifications of the firm(s) should be limited to brief statements of the firm's history and background.

**Costs.** Provide a **fee schedule** that includes each position/classification required to provide the services described in the scope of work, and all reimbursable fees and expenses. Provide the direct labor cost, fringe and overhead rate, and fee for each position/reimbursable.

#### ***Submission and Delivery Instructions***

Six (6) hard copies of the proposal shall be submitted to Peter Said, Project Manager, no later than 08/14/2017 at 12:00pm at Fort Ord Reuse Authority, 920 2<sup>nd</sup> Ave, Suite A, Marina, CA 93933. At least one copy shall be identified as "master copy" and shall contain original signatures. Proposers will submit one copy electronically on a CD, DVD, or flash drive to the above address. FORA reserves the right to duplicate or disseminate for internal use any material provided. All submittals become the property of FORA and will be confidential until after a contract is executed. Each proposal shall be a maximum of fifteen (15) double-sided sheets. Appendices and references do not count towards the page limitation.

#### ***Evaluation Process***

A Selection committee comprised of staff professionals from FORA will determine responsiveness and evaluate all proposal submittals. Please review the evaluation criteria (**Attachment B**). The evaluation process will consider all required information. Each criterion will be scored based upon a pre-determined point system. Interviews with the highest-ranking teams may be scheduled at the sole discretion of FORA staff.

Please contact Peter Said if you have any questions about this Request for Qualifications.

Sincerely,

Peter Said  
Project Manager  
[peter@fora.org](mailto:peter@fora.org)  
(831) 883-3672

1. **Attachment A: Vicinity Map & Remaining FORA CIP Projects**
2. **Attachment B: Selection Criteria & General Provisions**
3. **Attachment C: Sample Contract**



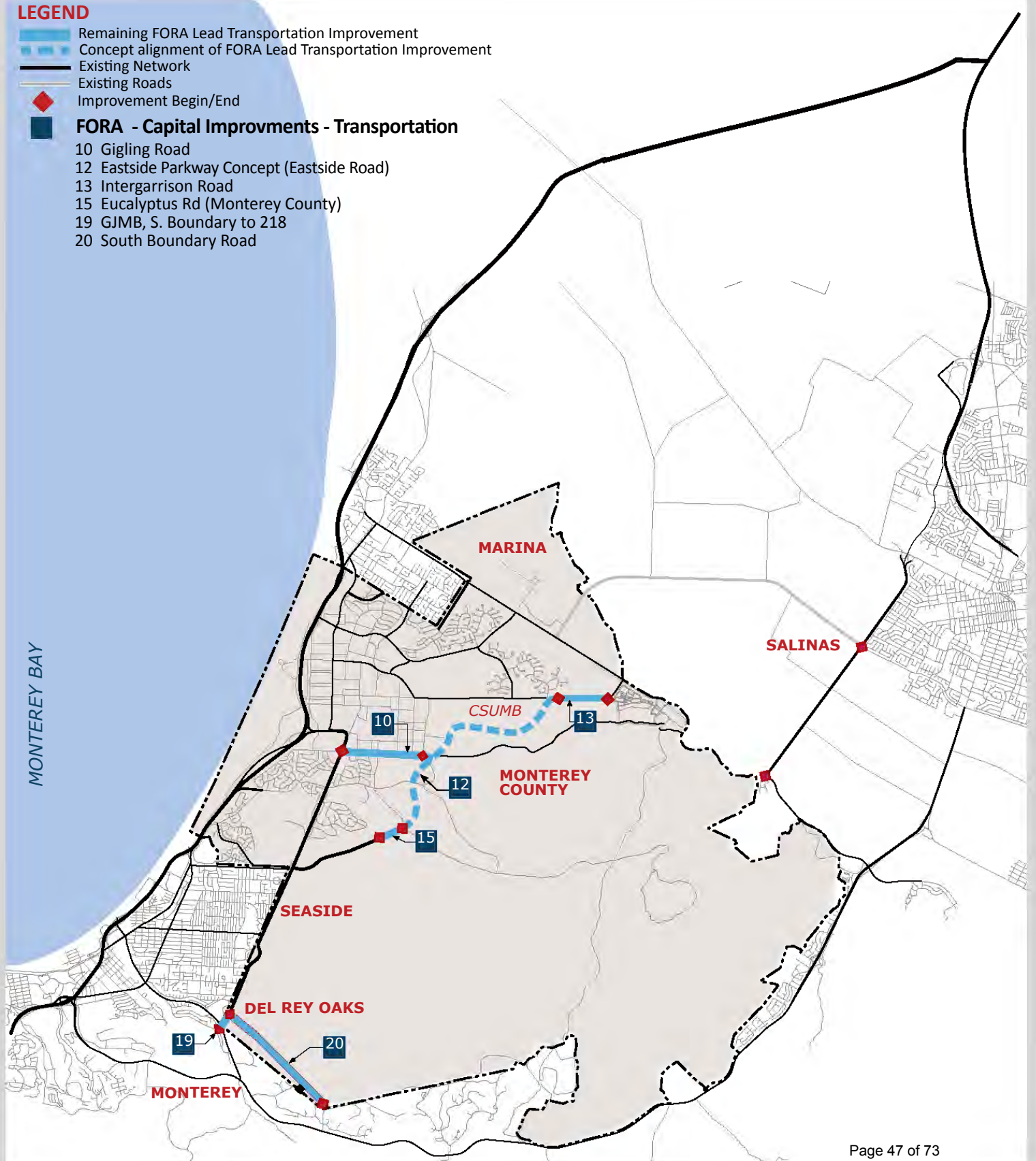
Figure 2: 2017 Remaining Transportation Obligations (FORA Lead)

**LEGEND**

- Remaining FORA Lead Transportation Improvement
- Concept alignment of FORA Lead Transportation Improvement
- Existing Network
- Existing Roads
- Improvement Begin/End

**FORA - Capital Improvements - Transportation**

- 10 Gigling Road
- 12 Eastside Parkway Concept (Eastside Road)
- 13 Intergarrison Road
- 15 Eucalyptus Rd (Monterey County)
- 19 GJMB, S. Boundary to 218
- 20 South Boundary Road



## **ATTACHMENT B: SELECTION CRITERIA**

### ***Evaluation Process***

FORA staff will determine responsiveness and evaluate all proposal submittals. The evaluation process will consider all required information. Each criterion will be scored based upon a pre-determined point system described below. Interviews with the highest-ranking teams may be scheduled at the sole discretion of Fort Ord Reuse Authority (FORA) staff.

### ***Presentation:***

Please Prepare a presentation that answers the following questions:

- Please explain your firm's understanding of FORA's problem and needs.
- Please describe experience with the FORA, the Fort Ord Area, Marina Coast Water District (MCWD), and/or Monterey Peninsula Water Pollution Control Agency (MRWPCA).
- Please describe experience with the Monterey County, San Luis Obispo County, Monterey County Water Resource Agency, Salinas basin and associated aquifers.
- Please describe your organization in terms of purpose, structure, and financial health.
- Would you tell us about the key personnel assigned to this project, their professional qualifications and how much of their time will be committed to this project?
- What obligations does your firm have, or expect to have, which run concurrently with our project?
- What is the level of effort for those obligations?
- How are unanticipated complications and delays handled? How will you ensure un-interrupted delivery of service?
- What technical problems have you had on similar jobs and how did you overcome these problems in respect to cost, schedule, and quality?
- Please briefly tell us about a project of similar size and scope to this study.
- Did you meet or beat schedule/cost on your last project? How? Do you track Schedule Performance Index (SPI) and Cost Performance Index (CPI)?
- What is the proposed work plan?
- Please explain the schedule, milestones, expected results, and deliverables timelines.
- FORA requires regular reporting on project status. Please identify the Project Manager and explain their communications plan.
- Please provide an example of your invoice and explain your invoicing process in terms of the identified deliverables.
- Please provide an example of a report that was completed for an agency on the California Coast.

FORA reserves the right to ask further clarifying questions, as needed.

### Preliminary Proposal Evaluation Criterion & Weights

Criteria	Points	
<b>Narrative</b>	1-6	What is the level of experience the firm has with FORA's problems and need?
	1-6	How realistic are the proposed methods to keep costs low, manage costs, and keep project on schedule?
	1-6	How reasonable and feasible is the approach to the problem, recommended method, and procedure? Do they present solutions to decrease cost and schedule?
	1-6	What is the level of the organizations management capability and competency, fiscal and personnel resources, and experience to perform the services?
	1-6	What are the professional qualifications of the personnel that the firm will commit to the project? Has the proposer allocated sufficient staff resources?
	<b>30</b>	<b>Narrative Subtotal</b>
<b>Pricing</b>	1-6	How reasonable are the fully burdened rates?
	1-6	How well does the proposal's rates show 1) the Direct Labor Cost, 2) Overhead, 3) Profit/Fee and 4) yearly escalation for each of the proposed job categories?
	1-6	Does the proposal include the labor rates for sub-consultants?
	1-6	How reasonable is the markup on cost for outside services and reimbursable?
	1-6	How well does the proposal address the methodology for determining the cost of change orders/future work orders?
	<b>30</b>	<b>Pricing Subtotal</b>
<b>Fully Responsive</b>	<b>1-5</b>	How responsive is the proposal to the goals, objectives, service demands, and required deliverables specified in the RFP?
<b>Local Preference</b>	<b>1</b>	Has the proposer provided a statement certifying his/her/their office has been located in the Monterey, Santa Cruz, San Benito counties for two (2) years +?
<b>Local Hire Preference</b>	<b>1-4</b>	% of workforce that resides in Monterey, Santa Cruz, or San Benito counties. 1-24%=1pts, 25-50%=2pts, 51-70%=3pts, 71-85%=3.5pts, 86-100%=40pts
<b>Interviews</b>	1-6	What is the level of experience the firm has with FORA's problems and need?
	1-6	How free is the organization and its staff from other obligations over the course of the project?
	1-6	What is the level of evidence the firm has showing its ability to communicate, plan and manage/prevent changes to scope, budget, and schedule?
	1-6	What is the level of positive performance on past projects?
	1-6	What is the level of experience the firm has performing work of a similar nature, size, and scope on the California Coast?
	1-6	How well does the proposer's experience and qualifications complement the services being sought?
	<b>30</b>	<b>Interview Subtotal</b>
<b>Total</b>	<b>100</b>	[ Narrative + Pricing + Responsiveness + Interviews]

## **GENERAL PROVISIONS**

### **1. *Statement of Qualifications (SOQ's)***

To be considered responsive to the RFP requirements, proposal submissions shall be complete and Respondents shall furnish verifiable evidence that their firm and their personnel, meet the qualifications set forth. In general, the SOQs shall provide the professional and technical experience, background, qualifications, professional licensing, and expertise of key personnel. The Respondent shall show that the team and its intended personnel possess demonstrated skills and experience in all areas of the Scope of Work (**Attachment A**). FORA reserves the right at its sole discretion to reject all SOQs, to waive non-material defects and to limit the number of Respondent teams selected for interview.

### **2. *Pre-Proposal Meeting***

A pre-proposal meeting is scheduled for 2:00pm on Thursday 02/02/2017. The meeting is not mandatory and is to review the RFP elements and Scope. Oral statements in the meeting concerning the meaning or intent of the contents of this RFP by any person are invalid unless submitted in writing.

The meeting will be held at the FORA Offices, 920 2<sup>nd</sup> Ave Suite A, Marina, CA 93933 or via conference call: phone number 1-641-715-3273, access # 348636\*.

### **3. *Question and Clarification Process***

Inquiries and requests regarding this RFP shall be submitted in writing to Peter Said at [peter@fora.org](mailto:peter@fora.org), Subject line: *RFP1-WA02 Clarification*. Written questions will be answered in writing via an addendum posted on the FORA website [www.fora.org](http://www.fora.org) and sent to RFP respondents. Oral statements concerning the meaning or intent of the contents of this RFP by any person will be considered invalid. The last day questions and clarifications will be accepted is February 09, 2017 at 17:00pm PST.

### **4. *Errors and Omissions***

If a Respondent discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP or any of its attachments, Respondent shall notify FORA in writing of such error(s) and request modification or clarification of the RFP. Modifications and Clarifications will be made per the questions and clarifications process above.

### **5. *Cancellation***

While it is the intent of FORA to proceed with the study, this RFP does not obligate FORA to enter into an agreement. FORA retains the right to cancel this RFP at any time should the study be cancelled, lose funding, or it is deemed in FORA's best interest. No obligation either expressed or implied, exists on the part of FORA to make an award or to pay any cost incurred in the SOQs preparation or submission.

## 6. **Award of Contract**

A “Notice of Intent to Award” will be posted publicly for five (5) consecutive FORA business days prior to an award. Written/e-mail notification will be made to the unsuccessful respondents. SOQs will become public documents subject to disclosure laws and submittal disposition below. Evaluation methodology and basis for qualification are described in Section IV.

## 7. **Submittal Disposition**

Qualifications submitted become the property of FORA. Information contained in the received SOQs becomes public property and may be subject to disclosure laws. In order to protect any proprietary information from public disclosure, the Respondent **must identify any information as such upon submission, must request protection of such information, and must state the reasons why protection is necessary.** FORA reserves the right to make use of any information or ideas contained in the submittals. All materials, ideas, and formats submitted in response to the RFP will become the property of FORA on receipt and may be returned at FORA option and at the Respondent’s expense.

## 8. **Non-Endorsement**

If a submittal is accepted, the Respondent agrees to not issue any news releases or other statements which state or imply FORA endorsement of the Respondent’s services.

## 9. **Prevailing Wage**

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.”

## 10. **Standard Agreement**

The successful Respondent will be required to execute the FORA standard form of Professional Service Agreement (**Attachment C**). Proposals should include confirmation that your firm understands and accepts all the requirements in that agreement, including but not limited to the requirements regarding insurance and indemnity.

## 11. **Letters of Certification for Local Preference**

The successful Respondent will submit a brief letter certifying:

- a. The location of the primary place of business,
- b. Length of time performing business at the address listed, and
- c. The percentage of the total employees assigned to the project that reside in Monterey, Santa Cruz, or San Benito counties.

## REFERENCE DOCUMENTS

### 1. *Reference Documents: (Hyperlinks provided)*

#### Online Resources

In carrying out this work, a number of documents from various sources may be reviewed:

- [Fort Ord Reuse Authority, MASTER RESOLUTION, Adopted March 14, 1997, Amended February 13, 2014](#)
- [The Fort Ord Base Reuse Plan \(BRP\)](#), Appendices and Reassessment

**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 \_\_\_\_\_ 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 2<sup>nd</sup> Avenue, Suite A  
Marina, CA 93933  
831-883-3672

By \_\_\_\_\_  
Michael A. Houlemard, Jr.  
Executive Officer

By \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Jon R. Giffen, Authority Counsel

## **EXHIBIT A**

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### **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”) Capital Improvement Program (CIP).

#### **2.0 Consulting Team and Project Personnel**

- 2.1** The CONSULTANT shall develop an organizational chart of the proposed consulting team that demonstrates reporting and tasking relationships of the team members. The organizational chart will be part of each work order developed, and made part hereof.
- 2.2** The CONSULTANT’s Project Director (Project Manager) is required to be FORA’s primary point of contact, with all communications relevant to the services and the projects flowing to and from FORA from this team leader position.
- 2.3** The project team members proposed for the work are expected to remain team members throughout the duration of the work order/project. Should circumstances beyond the CONSULTANT’s control require replacement of team members, FORA retains approval authority for any team member replacements.
- 2.4** All of the services will be performed by the CONSULTANT and, except as expressly set forth herein, none of the work or services covered by the AGREEMENT will be subcontracted without the prior written approval of FORA. The CONSULTANT represents that he has, or will secure at his own expense, all personnel required to carry out and perform the work associated with this AGREEMENT. Such personnel will not be employees of, or have any relationship with, any of the members of FORA. Such personnel will be fully qualified and will be authorized under state and local law to perform such services.

#### **3.0 Work Order/Project Milestones and Schedule**

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

#### **4.0 Fee Basis and Compensation for Services**

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

#### **5.0 CONSULTANT’s Scope of Services**

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



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

## **6.0 Monthly Progress Reports**

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

## **7.0 Additional Services**

- 7.1 As requested by FORA, the CONSULTANT shall perform, furnish, or obtain from others Additional Services and shall be compensated therefore as provided in this AGREEMENT.
- 7.2 Additional Services shall be performed only after execution of a written amendment, supplement or change order to this AGREEMENT and/or its accompanying work orders, authorizing and defining such services. Additional Services may include but are not limited to the following type of services:
  - Making revisions in drawings, specifications or other documents when such revisions are 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 CONSULTANTS's services pursuant to this Agreement. The CONSULTANT shall submit expenses for review and approval to FORA. Any type of travel expense to be incurred by the CONSULTANT, but not explicitly described in this Subsection 8.3 must be approved in advance in writing by FORA prior to billing invoicing FORA.
- 8.4 Renegotiation.** On the conditions that FORA, through FORA's modification of the CONSULTANT's work schedule, or through delays in the progress of the work, which are beyond the control of the CONSULTANT, causes the Time of Performance schedule to be exceeded, the CONSULTANT may request renegotiation of fees for work performed in times exceeding the schedule. CONSULTANT's request shall be in writing to FORA.

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

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

## **9.0 CONSULTANT's Responsibilities**

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

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

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

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

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

## **10.0 FORA's Responsibilities**

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

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

## **EXHIBIT B GENERAL PROVISIONS**

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1. **INDEPENDENT CONSULTANT.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of FORA. FORA shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement.

2. **TIME.** Consultant shall devote such services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of Consultant's obligations pursuant to this Agreement.

3. **INSURANCE.**

a. As an additional obligation under this Agreement and as a condition precedent to Consultant's enforcement of this Agreement, Consultant shall obtain from its [Insurer] an endorsement to the [Insurance Policy] adding FORA as an additional insured under the [Insurance Policy], so that FORA is covered to the same scope and extent as Consultant. As a further condition precedent, Consultant shall furnish a copy of the endorsement to FORA prior to the inception of this Agreement.

1) **COMPREHENSIVE OR COMMERCIAL FORM GENERAL LIABILITY INSURANCE:** On an occurrence basis, covering work done or to be done by or on behalf of Consultant and providing insurance for bodily injury, personal injury, property damage, and contractual liability. The aggregate limit shall apply separately to the work. Limits of Liability:

Products \$1 million

- Personal and ADV Injury \$1 million
- Each Occurrence \$1 million
- Property Damage per Occurrence \$100,000
- Property Damage Aggregate \$1 million
- Medical Expenses \$ 5,000

2) **WORKER'S COMPENSATION INSURANCE.** Consultant is obligated under this Agreement and as a condition precedent to Consultant's enforcement of this Agreement, Consultant shall carry Workman's Compensation Insurance; including Employers Liability limits of \$1,000,000.00 and other limits as required under California law. As a further condition precedent, Consultant shall furnish a Declaration of coverage to FORA prior to the inception of this Agreement.

3) **MOTOR VEHICLE INSURANCE.** Consultant shall maintain insurance covering all motor vehicles (including owned and non-owned) used in providing services under this Agreement, with a combined single limit of not less than \$100,000/\$300,000.

4) **ERRORS AND OMISSIONS INSURANCE:** On an occurrence basis is preferred, covering work done or to be done by or on behalf of Consultant and providing insurance for errors and omissions in the amount of \$1,000,000.00 each occurrence. At a minimum, Consultant shall obtain and maintain errors and omissions insurance on a claims-made basis for no less than \$1,000,000.00 each claim and \$2,000,000.00 annual aggregate, and certification of coverage shall be submitted to FORA upon signing of this Agreement. If the total contract amount exceeds \$1,000,000, Consultant shall renew and keep such insurance in effect for at least five (5) years after the recordation of the notice of completion.

b. Consultant shall submit to FORA certificates of insurance and original endorsements to the policies of insurance required by the Agreement as evidence of the insurance coverage. The scope of coverage and deductible shall be shown on the certificate of insurance. The certificates of insurance and endorsements shall provide for no

cancellation of coverage without thirty (30) days written notice to FORA. Renewal certifications and endorsements shall be timely filed by Consultant for all coverage until the work is accepted as complete. FORA reserve the right to require Consultant to furnish FORA complete, certified copies of all required insurance policies. Consultant shall notify FORA in writing of any material change in insurance coverage.

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

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

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

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

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

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

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

It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This

indemnification and hold harmless clause shall apply whether or not such insurance policies have been determined to be applicable to any of such damages or claims for damages.

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

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

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

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

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

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

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

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

a. LABOR CODE

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

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

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

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

23. MISCELLANEOUS.

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



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

DRAFT

DRAFT

# FORT ORD REUSE AUTHORITY BOARD REPORT

## CONSENT AGENDA

<b>Subject:</b>	Prevailing Wage Legislative Update	
<b>Meeting Date:</b>	July 14, 2017	<b>INFORMATION</b>
<b>Agenda Number:</b>	8k	

### RECOMMENDATION:

Accept Prevailing Wage Legislative Update

### BACKGROUND/DISCUSSION:

At the May 12, 2017 Board meeting, the Prevailing Wage Report noted pending legislative language, within Budget Trailer Bill 502, proposed revising contractor registration amounts, increasing penalties to public agencies (and others) who violate state labor laws and other revisions. On June 27, 2017, the Governor signed SB96 which, as a budget trailer bill, took effect immediately.

This report summarizes the changes as adopted by the Governor's execution.

The "good" news:

- Annual registration for public works contractors increased from \$300 to \$400 dollars, a more modest increase than previously anticipated
- Contractors on small projects are exempt from registration and e-filing certified payroll records. **Note contractors exempted from registration and e-filing are still required to pay prevailing wages and maintain certified payroll records on a continuous basis and provide them to the Labor Commissioner's office upon request.** "Small projects" applies to public works projects that do not exceed \$25,000 for new construction, alteration, installation, demolition or repair and \$15,000 for maintenance.
- Beginning June 1, 2019, contractors will have the option to renew their annual registration for up to three (3) years at a time.

The "not-so-good" news:

For the first time, the Department of Industrial Relations (DIR), has been given authority to impose monetary and non-monetary penalties, including stop orders, criminal prosecution and denial of state funding on a public agency (or awarding body) that does not comply with the new requirements.

- Prior law required the public agency (or **awarding body**) to file a PWC-100 with the DIR within five (5) days of the award of the contract. The new law requires that a public agency (or awarding body) file the PWC-100 within the lesser of thirty (30) days from the award of contract or the first day on which the contractor has workers employed on the project. The **penalty** is \$100 per day with a cap of \$10,000 for filing a late PWC-100. In addition, if there is a final payment to an unregistered contractor within 30 days of filing a late PWC-100, up to \$100 per day with a cap of \$10,000 may be assessed.
- Hiring unregistered contractors to perform public works comes with a penalty of \$100 per day with a cap of \$10,000. In addition, the DIR now has the ability to issue a stop order until the contractor or subcontractor is registered. A public agency (**or awarding body**) which fails to comply with the stop order is subject to criminal prosecution, punishable as a misdemeanor, by imprisonment not to exceed 60 days or a fine not to exceed \$10,000 or both.

- Finally, if DIR determines that a public agency (**or awarding body**) has willfully violated the new requirements on two or more public works contracts in any 12-month period, the public agency shall be ineligible to receive state funding or financial assistance for any construction project undertaken by or on behalf of the public agency for one year.

The language of SB96 can be found at this link: [SB 96](#). You are encouraged to consult counsel and/or labor compliance monitors for more information about compliance with the new rules. As many of the jurisdictions are aware, so far, they have not been construed to be "Awarding Bodies" and therefore have been provided some insulation from the public works rules. However, SB96 now includes the following language "construction project undertaken by or **on behalf of the public agency...**" which may lead to new interpretations of who is construed to be the "Awarding Body" and/or provide a vehicle for DIR to require the jurisdictions/public agencies who have approved or will approve projects on Fort Ord to comply with the new rules and be subject to the penalties outlined above. Over the past year, there have been multiple violations on projects within Fort Ord, if these violations continue unchecked, this could substantially affect a jurisdictions' ability to obtain state funding or financial assistance for *any project* within the jurisdiction for one year. Road improvement grants, housing assistance grants and other state funding sources could be jeopardized. We look to DIR to clarify how it will interpret and apply the above language on Fort Ord projects.

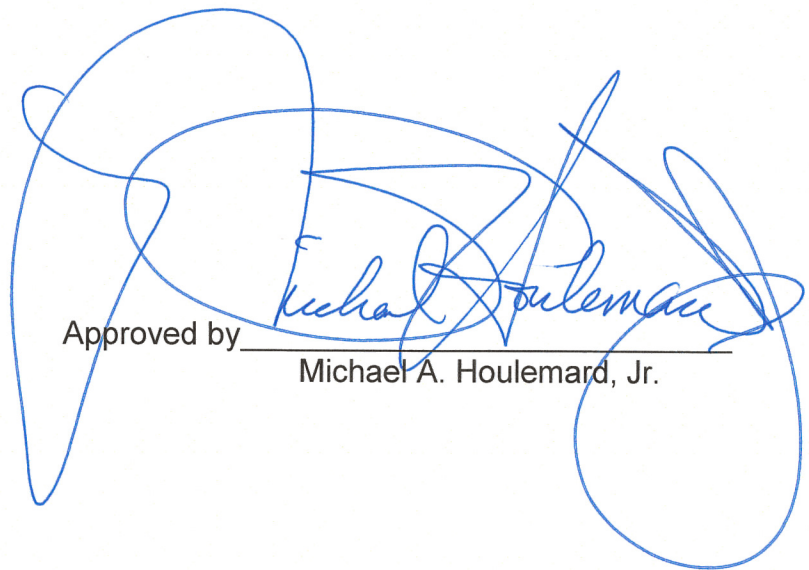
Now more than ever, having an effective public works compliance program within each jurisdiction is essential to minimizing the risk. FORA continues to have its monitoring software available to the jurisdictions for their use and FORA has expanded the ability of the jurisdictions to utilize the Elation software for all projects on Fort Ord as well as a jurisdictions' other public works projects. The FORA Prevailing Wage Coordinator also is ready to provide ongoing assistance and support.

**FISCAL IMPACT:**

Reviewed by FORA Controller 

Authority Counsel

Prepared by   
Sheri L. Damon

  
Approved by  
Michael A. Houlemard, Jr.

# FORT ORD REUSE AUTHORITY BOARD REPORT

## BUSINESS ITEMS

<b>Subject:</b>	Building Removal	
<b>Meeting Date:</b>	July 14, 2017	<b>INFORMATION/ACTION</b>
<b>Agenda Number:</b>	9a.i	

### RECOMMENDATION(S):

Receive Quarterly Report.

### BACKGROUND/DISCUSSION:

In 2006, the Fort Ord Reuse Authority (FORA) Board included building removal in the Capital Improvements Program (CIP) and identified Marina Stockade and Seaside Surplus II buildings as a remaining FORA obligation.

The City of Marina currently owns and leases the Stockade property. Early in 2016, FORA and Marina staff began Stockade removal discussions. In February 2017, the FORA Board awarded an Industrial Hygienist professional services contract to Vista Environmental and they have completed the Stockade hazmat assessment. In March, 2017 the Board awarded BKF Engineering an Engineering Services Contract and they are in the process of developing a Stockade removal engineer's estimate utilizing Vista's completed hazmat assessment. Staff expects the reports and engineering estimates will be available by August 2017.

The City of Seaside owns the Surplus II properties. In 2016, FORA hired an Industrial Hygienist to perform Hazmat assessment of the Surplus II buildings. FORA staff presented Seaside with the Hazmat results, options for proceedings, and an action plan to utilize FORA's \$5.5M CIP obligation to remove 17 of the 27 Surplus II buildings. Seaside concurred with the action plan. BKF is developing bid documents and specifications to support that action plan. Staff is targeting abatement commencing September 2017, after the migratory bird nesting season.

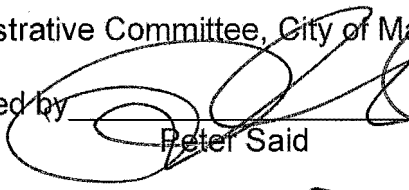
### FISCAL IMPACT:

Reviewed by FORA Controller 

Funding for reporting efforts is included in the approved FY 17-18 Capital Improvement Program.

### COORDINATION:

Administrative Committee, City of Marina, City of Seaside

Prepared by   
Peter Said

Reviewed by   
Stan Cook

Approved by   
Michael A. Houlemard, Jr.

# FORT ORD REUSE AUTHORITY BOARD REPORT

## BUSINESS ITEMS

<b>Subject:</b>	Authorize Executive Officer to Solicit and Execute Surplus II Contracts	
<b>Meeting Date:</b>	July 14, 2017	<b>ACTION</b>
<b>Agenda Number:</b>	9a.ii	

**RECOMMENDATION(S):**

Authorize Executive Officer to Solicit and Execute Surplus II Contracts.

**BACKGROUND/DISCUSSION:**

In 2006, the Fort Ord Reuse Authority (FORA) Board approved that year's Capital Improvement Program (CIP) which identified Seaside Surplus II buildings as a remaining FORA obligation.

In 2016, FORA hired an Industrial Hygenist (IH) to perform Hazardous Materials assessment of the Surplus II buildings. FORA staff presented the IH results and developed a course of action for building removal with the City of Seaside. Seaside concurs with the plan to utilize FORA's \$5.5M CIP obligation to remove 17 of 27 Surplus II buildings. In March 2017, the FORA Board awarded a General Engineering Services Contract to BKF. Under the FORA Board General Service Work Order #1 BKF assessed the level of effort required to prepare specifications to solicit Abatement, Demolition and Grading Contractors. Staff expects to initiate abatement by September 2017, after migratory bird nesting season.

FORA staff interviewed California State University Monterey Bay (CSUMB) staff directly involved with removing buildings to Surplus II, whose experience shows CSUMB saved money and maintained best control of their building removal projects by the use of multiple contracts. The use of multiple contracts also supported local hire and decrease risk. FORA staff estimates seven (7) months will be saved by requesting/receiving Board approval to issue multiple contracts through the above one-time authorization. Therefore, to expedite the program, staff recommends the Board authorize the Executive Officer to solicit and negotiate Surplus II building removal contracts not to exceed \$5.5 million.

Contract Type	Estimated Budget
Engineering - <i>Awarded March 2017</i>	\$188,600
Site and Landscape Preparation	\$106,500
Biologic Species Control	\$120,000
Building Hazmat Abatement	\$2,872,000
Industrial Hygenist Monitor Hazmat Removal	\$121,100
Building Removal	\$1,770,600
Prevailing Wage Monitoring	\$60,000
<i>Subtotal</i>	\$5,238,800
Management Reserve 5%	\$260,772
<b>Total Budget – Not to Exceed</b>	<b>\$5,499,572</b>

Staff is working with BKF to complete the engineering drawings and bid documents by July 30, 2017 in order to have contracts in place to start abatement in September. Building Removal at Surplus II will be done in 3 phases, and will require a minimum of eight (8) contracts. Staff developed the proposed budget, within the \$5.5M approved by the FORA Board in the Capital Improvements Program. The budget above is an estimate. It is understood there may be some line item adjustments, but the Total Budget limit is fixed by FORA policy.

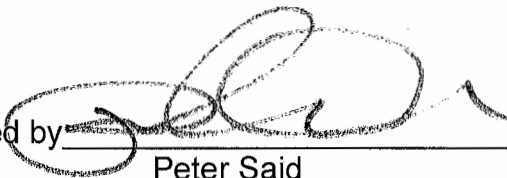

**FISCAL IMPACT:**


Reviewed by FORA Controller 

Funding for engineering efforts is included in the approved FY 17-18 Capital Improvement Program.

**COORDINATION:**

Administrative Committee, City of Seaside

Prepared by  Peter Said      Reviewed by  Stan Cook

Approved by  Michael A. Houlemard, Jr.

<b>FORT ORD REUSE AUTHORITY BOARD REPORT</b>		
<b>BUSINESS ITEMS</b>		
<b>Subject:</b>	Environmental Services Cooperative Agreement	
<b>Meeting Date:</b>	July 14, 2017	<b>INFORMATION/ACTION</b>
<b>Agenda Number:</b>	9b	

**RECOMMENDATION:**

Environmental Services Cooperative Agreement (ESCA):

- i.) Receive a Quarterly Report; and
- ii.) Authorize the Executive Officer to accept a Grant Amendment upon review and coordination with Authority/Special Counsel.

**BACKGROUND:**

In Spring 2005, the U.S. Army (Army) and the Fort Ord Reuse Authority (FORA) entered negotiations toward an Army-funded Environmental Services Cooperative Agreement (ESCA) for removal of remnant Munitions and Explosives of Concern (MEC) on portions of the former Fort Ord. FORA and the Army signed the ESCA agreement in early 2007. Under the ESCA terms, FORA received 3,340 acres of former Fort Ord land prior to regulatory environmental sign-off and the Army awarded FORA approximately \$98 million to perform the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) MEC cleanup on those parcels. FORA also entered into an Administrative Order on Consent (AOC) with U.S. Environmental Protection Agency (EPA) and California Department of Toxic Substance Control (DTSC) (together Regulators) defining contractual conditions under which FORA completes Army remediation obligations for the ESCA parcels. FORA received the “ESCA parcels” after EPA approval and gubernatorial concurrence under a Finding of Suitability for Early Transfer on May 8, 2009.

In order to complete the AOC defined obligations, FORA entered into a Remediation Services Agreement (RSA) with the competitively selected LFR Inc. (now ARCADIS) to provide MEC remediation services and execute a cost-cap insurance policy for this remediation work through American International Group (AIG) to assure financial resources to complete the work and to offer other protections for FORA and its underlying jurisdictions.

The ESCA Remediation Program (RP) has been underway for ten (10) years.

**DISCUSSION:**

The ESCA requires FORA, acting as the Army’s contractor, to address safety issues resulting from historic Fort Ord munitions training operations. This allows the FORA ESCA RP team to successfully implement cleanup actions that address three (3) major past concerns: 1) the requirement for yearly appropriation of federal funding that had delayed cleanup and necessitated costly mobilization and demobilization expenses; 2) Regulator questions about protectiveness of previous actions for sensitive uses; and 3) the local jurisdiction, community and FORA’s desire to reduce, to the extent possible, risk to individuals accessing the property.

Under the ESCA grant contract with the Army, FORA received approximately \$98 million in grant funds to clear munitions and secure regulatory approval for the former Fort Ord ESCA parcels (see table below). FORA and ARCADIS executed the Remedial Services Agreement (RSA), a guaranteed fixed-price contract for ARCADIS to perform the ESCA grant Technical Specifications and Review Statement work. As part of the RSA, FORA paid \$82.1 million upfront, to secure an



AIG “cost-cap” insurance policy. Under the terms of the ESCA grant, the EPA AOC requirements and AIG insurance provisions, AIG controls the \$82.1 million in a commutation account and pays ARCADIS directly as work is performed. AIG provides up to \$128 million to assure additional work (both known and unknown) is completed to the Regulators satisfaction. Under these agreements, AIG pays ARCADIS directly while FORA oversee ARCADIS compliance with the grant and AOC requirements.

On January 25, 2017, ARCADIS notified FORA that the ESCA commutation account had been exhausted and that future ARCADIS work would be paid under the terms of the AIG “cost-cap” insurance policy. ARCADIS will continue to provide FORA with quarterly invoicing estimates transmitted to AIG for payment under the cost-cap insurance policy. Staff will continue to provide the Board with that information as part of the ESCA Quarterly Board Report.

**ESCA fund status as of March 2017:**

Item	2014 Revised Allocations	Accrued through March 2017	Invoiced to AIG Cost Cap-Policy
FORA Self-Insurance or Policy	\$916,056	\$916,056	\$0
Reimburse Regulators & Quality Assurance	3,280,655	3,196,809	0
State of California Surplus Lines Tax, Risk Transfer, Mobilization	6,100,000	6,100,000	0
Contractor’s Pollution Liability Insurance	477,344	477,344	0
ARCADIS/AIG Commutation Account -plus- AIG insurance	82,117,553	82,117,553	1,526,003
FORA Administrative Fees	4,837,001	4,161,325	0
<b>Total</b>	<b>\$97,728,609</b>	<b>96,969,087</b>	<b>\$1,526,003</b>
	<b>ESCA Remainder</b>	<b>759,522</b>	<b>N/A</b>

In December 2016, FORA and Army Base Realignment and Closure (BRAC) Headquarters (HQ) staff held a meeting to discuss the yet-to-be funded ESCA Grant Long-Term Obligations and to amend certain ESCA Administrative and Regulatory Oversight costs. Army BRAC HQ agreed to review a draft Grant Amendment scope package last December, and the Executive Committee authorized travel to address these issues. On February 12, 2017, Chair Rubio, Executive Officer Houlemard and Project Manager Cook met with Army BRAC HQ to address the ESCA Grant Amendment scope of services. This meeting was successful in reaching agreement on the scope of services. Additional meetings with the Army Grant Administrator staff are required to negotiate pricing the ESCA Grant Amendment.

In addition to funding for Long-Term Obligations, FORA notified BRAC HQ that existing ESCA Grant Regulatory Reimbursement funds will be exhausted as early as March 2018. ESCA Grant Section C 4.1.16.2 stipulates that *“requests for additional funds for Regulatory Response Costs may be submitted by FORA at the time FORA recognizes a need. Costs will be paid by the Army contingent upon approval of the overruns in question by the Grants Officer.”*

FORA ESCA staffing/overhead estimated in 2006, includes Executive Officer, Program Manager, and Coordinator compensation, office supply, equipment needs; and legal review. Original estimates assumed a seven (7) to ten (10) year completion period, which was impacted by delays from unknown factors, external economic and several agency policy deliberations/adjustments issues outside of FORA’s control. FORA notified BRAC HQ that the ESCA FORA administrative funds are projected to be exhausted by April 2017.

The unfunded short-term ESCA needs are:

- Regulator Oversight Reimbursement
- FORA Administrative Costs

The ESCA Grant Amendment Long-Term Obligation Request addresses funding Army CERCLA Long Term Obligation responsibilities that were anticipated during the ESCA negotiations and award, but could not be known until the CERCLA process was implemented and remedies were selected. Records of Decision (RODs) have been adopted identifying the Army's requirements for implementing and maintaining Post-Closure MEC Find Assessments, Remedy Long Term Management, and Land Use Controls. Remedy requirements were refined in subsequent Land Use Control Implementation Plan/Operation and Maintenance Plans (LUCIP/OMP).

The currently identified unfunded Army Long-Term Obligations are:

- Long Term Management
- Land Use Controls
- Post-Closure MEC Find Assessments

In March 2017, FORA assembled a Grant Amendment request package providing estimates for the unfunded short term and Army Long-Term Obligations with scenarios to 2028 and 2038. This estimate package focuses and guides FORA/Grant Administrator ESCA Grant Amendment discussions/negotiations. The Army Grant Administrator had the first set of Grant Amendment questions in May 2017 and a second set of questions in June 2017. Both sets of Grant Administrator questions have been addressed by FORA staff and FORA Special Counsel.

**ESCA Activity Status:**

Data collected during the ESCA investigation stage remains under Regulator review to determine when remediation is complete. The review and documentation process is dependent on Army and Regulator responses and decisions, who will issue written confirmation that CERCLA MEC remediation work is complete (known as Regulatory Site Closure).

On November 25, 2014, the Regulators signed the Record of Decision (ROD) for the ESCA Group 3 properties located in County of Monterey (at Laguna Seca); City of Monterey (south of South Boundary Road); Del Rey Oaks (south of South Boundary Road); and Monterey Peninsula College (MPC) Military Operations in Urban Terrain property. On February 26, 2015, the Regulators signed the ROD for the ESCA Group 2 California State University Monterey Bay property (south of Inter-Garrison Road). On December 2016, the Regulators signed the ESCA Interim Action Ranges (IAR) ROD. The ROD records the Regulator and Army's decision on the cleanup and what controls are required to continue to protect public health and safety.

The process for implementing, operating and maintaining ROD controls is prescribed under a LUCIP OMP document based on site conditions and historic MEC use. LUCIP OMP documents are approved by the Regulators prior to issuing regulatory site closure. The ESCA team and Regulators held workshops with the FORA Administrative Committee in May; June; July 2015; and June and July 2016, to help the jurisdictions understand and develop comments to the Group 2 and Group 3 LUCIP OMP documents. The Group 3 Draft LUCIP/OMP comment period ended on August 23, 2016. Currently, the Draft Final IAR LUCIP/OMP was released for comment.

In January of 2017, DTSC during their review of past Army cleanup work asked the ESCA team to expand fieldwork designed to assure the effectiveness of past munitions remediation work. This work is in the Seaside area east of where Hilby Avenue intersects with General Jim Moore Boulevard. To date, the ESCA field crews have completed 100% of field investigation, briefing the Army and Regulatory agencies along the way. The information collected during the field investigations will be compiled and provided to the Army and Regulators for review.

**Future Actions:**

Until regulatory review, concurrence and site closure is received, the ESCA property is not open to the public. Regulatory approval does not determine end use. When regulatory site closure is received, FORA will transfer land title to the appropriate jurisdiction for reuse programming. Underlying jurisdictions are authorized to impose or limit zoning, decide property density or make related land use decisions in compliance with the FORA Base Reuse Plan.

The ESCA team completed collecting information, site inspections and providing content for the draft ESCA sections to support the Army's fourth Fort Ord CERCLA Five Year Review. The ESCA team contacted jurisdiction staff, via FORA Administrative Committee, to collect this information. The CERCLA Five Year Review is performed to collect information on Fort Ord land use controls operation and maintenance for Regulatory review to determine if the controls remain effective. The Army's fourth Five Year Review is scheduled to be completed and released in 2017.

The ESCA team actively monitors biological resources and tracks restoration activities on ESCA properties. We expect to publish the *ESCA 2016 Annual Natural Resource Monitoring, Mitigation and Management Report* in April 2017. The ESCA RP provides environmental stewardship on a yearly basis for 3,340 ESCA acres through erosion control; managing trespassing and illegal dumping; and performing Army sensitive species monitoring and reporting.

FORA staff is requesting authorization for the Executive Officer to accept a Grant Amendment from the Army if and when offered. It is FORA staff's understanding that a Grant Amendment offer is forthcoming this year.

**FISCAL IMPACT:**

Reviewed by FORA Contoller 

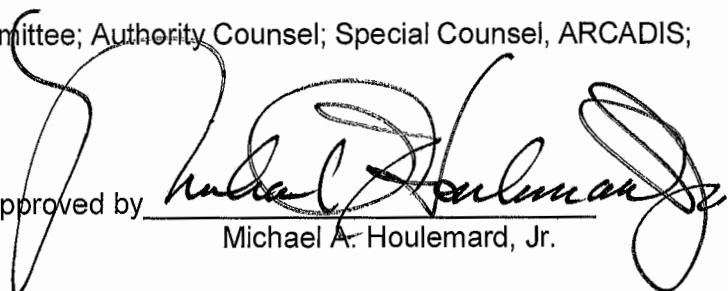
Funds for this review and report are part of the existing FORA ESCA funds. FORA staff has requested, from the BRAC HQ, a Grant Amendment in the range of \$10M for additional FORA Administrative Costs, Regulatory Oversight Reimbursement and management of ESCA property Long-Term Obligations. FORA staff and Special Counsel are working with U.S. Army Corps of Engineers Grants Management to negotiate the terms and conditions of this Grant Amendment.

Absent the Grant Amendment, FORA will have several hundred thousand dollars of administrative and overhead expenses, Regulatory agency responses will be slow, and management of Long-Term Obligations will be unfunded.

**COORDINATION:**

Administrative Committee; Executive Committee; Authority Counsel; Special Counsel, ARCADIS; U.S. Army EPA; and DTSC.

Prepared by   
Stan Cook

Approved by   
Michael A. Houlemard, Jr.