



FORT ORD REUSE AUTHORITY

REGULAR MEETING

FORT ORD REUSE AUTHORITY (FORA) ADMINISTRATIVE COMMITTEE

Wednesday, January 3, 2018 at 8:30 a.m.

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

AGENDA

1. CALL TO ORDER/ESTABLISHMENT OF QUORUM

2. PLEDGE OF ALLEGIANCE

3. ACKNOWLEDGEMENTS, ANNOUNCEMENTS, AND CORRESPONDENCE

a. FORA request for Jurisdictional Development Forecasts

4. PUBLIC COMMENT PERIOD

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

5. JANUARY 12, 2018 DRAFT BOARD MEETING AGENDA REVIEW

INFORMATION

6. BUSINESS ITEMS

INFORMATION/ACTION

7. ITEMS FROM MEMBERS

INFORMATION

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

8. ADJOURNMENT

NEXT MEETING: Wednesday, January 17, 2018

- START -

**DRAFT
BOARD PACKET**



FORT ORD REUSE AUTHORITY

REGULAR MEETING

FORT ORD REUSE AUTHORITY (FORA) BOARD OF DIRECTORS

Friday, January 12, 2018 at 2:00 p.m. | 910 2nd Avenue, Marina, CA 93933 (Carpenters Union Hall)

AGENDA

ALL ARE ENCOURAGED TO SUBMIT QUESTIONS/CONCERNS BY NOON JANUARY 11, 2018.

1. CALL TO ORDER

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

3. ACKNOWLEDGEMENTS, ANNOUNCEMENTS, AND CORRESPONDENCE

4. CLOSED SESSION

- a. Executive Officer Mid-Year Evaluation
- b. Conference with Legal Counsel – Gov. Code 54956.9(d)(2) one matter of significant exposure to litigation.
Claimant: Marina Community Partners
- c. 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
- d. Conference with Legal Counsel – Gov. Code 54956.9(a): Keep Fort Ord Wild v. Fort Ord Reuse Authority, Monterey County Superior Court, Case No.:17CV004540
- e. Conference with Legal Counsel – Gov. Code section 54956.9 one matter of significant exposure to litigation

5. ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION

6. ROLL CALL

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

7. CONSENT AGENDA

INFORMATION/ACTION

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

- a. Approve December 8, 2017 Meeting Minutes

Recommendation: Approve December 8, 2017 meeting minutes.

- b. Administrative Committee

Recommendation: Receive a report from the Administrative Committee.

- c. Water/Wastewater Oversight Committee Update

- d. Environmental Services Cooperation Agreement Quarterly Update

Recommendation: Receive a Quarterly Report on the Environmental Services Cooperative Agreement.

- e. Public Correspondence to the Board

8. BUSINESS ITEMS	INFORMATION/ACTION
<i>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.</i>	

- a. Transition Planning

Recommendation:

- i. 2018 Transition Planning Draft Schedule;
- ii. Transition Plan Summary Charts for Water and Financing/Assets;
- iii. Draft Joint Powers Agency Outline;

Provide:

- i. Direction to Staff
- ii. Schedule follow-up discussions/meetings for this topic

- b. General Engineering Services

Recommendation:

- i. Receive an update on Eucalyptus Road storm water repairs.
- ii. Approve Harris and associates Service Work Order: H3 Eucalyptus Road Infiltrator Review and Repair Engineering and Support Services for \$160,235.

- c. CIP Munitions Response Coordination

Recommendation: Approve an on-call professional services contract with Reimer + Associates Consulting for Munitions Response Coordination for an amount not to exceed \$XXX,XXX

- d. Eastside Parkway Goals and Objectives

Recommendation:

- i. Receive an Eastside Parkway Goals and Objectives Report.
- ii. Approve Eastside Parkway Goals and Objectives (**Attachment A**) to use in future preparation of the Environmental Impact Report (EIR) in compliance with the California Environmental Quality Act (CEQA).

- e. Elect 2018 Board Officers

Recommendation:

Receive report from the 2017 Nominating Committee; (2) Approve Nominating Committee's proposed Slate or alternatively seek Board/Public nominations and Executive Officer will conduct an election.

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

10. ITEMS FROM MEMBERS	INFORMATION
<i>Receive communication from Board members as it pertains to future agenda items.</i>	

11. ADJOURNMENT

NEXT REGULAR MEETING: February 9, 2018 AT 2:00 P.M.

Placeholder for

Item 7a

December 8, 2017 Meeting Minutes

This attachment will be included in the final Board packet.

FORT ORD REUSE AUTHORITY BOARD REPORT

CONSENT AGENDA

Subject: Administrative Committee

Meeting Date: January 12, 2017
Agenda Number: 7b

INFORMATION/ACTION

RECOMMENDATION:

Receive a report from the Administrative Committee.

BACKGROUND/DISCUSSION:

The Administrative Committee met on December 13, 2017. The approved minutes for these meetings are attached (**Attachment A**).

FISCAL IMPACT:

Reviewed by the FORA Controller _____

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

COORDINATION:

Administrative Committee

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

Placeholder for Item 7b – Attachment A

**December 13, 2017 Administrative Committee
Regular Meeting Minutes**

This attachment will be included in the final Board packet.

Placeholder for

Item 7c

Water/Wastewater Oversight Update

This attachment will be included in the final Board packet.

FORT ORD REUSE AUTHORITY BOARD REPORT**CONSENT AGENDA**

Subject:	Environmental Services Cooperative Agreement-Quarterly Report Update
Meeting Date: January 12, 2018 Agenda Number: 7d	INFORMATION/ACTION

RECOMMENDATION:

Receive a Quarterly Report on the Environmental Services Cooperative Agreement (ESCA).

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 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 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, 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 ESCA and AOC requirements.

Funds for this review and report are part of the existing FORA ESCA funds. 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 until March 30, 2019. 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 the AIG/ARCADIS Cost-Cap Insurance payments as part of the ESCA Quarterly Board Report.

ESCA fund status as of September 2017:

Item	2014 and 2017 Revised Allocations	Accrued through September 2017	Invoiced to AIG Cost Cap-Policy
Line Item 0001: Environmental Services			
FORA Self-Insurance or Policy	\$916,056	\$916,056	N/A
State of California Surplus Lines Tax, Risk Transfer, Mobilization	6,100,000	6,100,000	N/A
Contractor's Pollution Liability Insurance	477,344	477,344	N/A
ARCADIS/AIG Commutation Account -plus- AIG insurance	82,117,553	82,117,553	
Original FORA Administrative Fees	4,562,001		N/A
<i>Subtotal Line Item 0001</i>	<i>\$94,172,954</i>		
Line Item 0002: Reimburse Regulators & Quality Assurance	3,555,655		N/A
Total	\$97,728,609		
	ESCA Remainder	\$ XX ^{1 2}	N/A

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 Monterey County (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 (MOUT) property. On February 26, 2015, the Regulators signed the ROD for the ESCA Group 2 California State University Monterey Bay (CSUMB) 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.

¹ See below for summary of the December 2017 ESCA Amendment financial information.

² See Fiscal Impact for status of ESCA funds after receiving the ESCA Contract Amendment funds.

The process for implementing, operating and maintaining ROD controls is prescribed under a Land Use Control Implementation Plan/Operation and Maintenance Plan (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 assist the jurisdictions to 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. The Draft Final IAR LUCIP/OMP was released for comment.

In January of 2017, during DTSC review of past Army cleanup work, requested the ESCA team 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. The ESCA field crews have completed 100% field investigation and continue to brief the Army and Regulatory agencies on a regular basis. The field investigations information has been compiled and is currently under agency review

ESCA 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. The expected publish date for the *ESCA 2016 Annual Natural Resource Monitoring, Mitigation and Management Report* was 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.

ESCA Amendment Status

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 Long-Term Obligations (LTO) and to amend certain FORA ESCA Administrative and Regulatory Oversight costs.

The Army ESCA Administrator approved FORA's request for a second line item adjustment in September 2017 to move from the FORA Administrative Fees line item to reimburse Regulators and Quality Assurance line item. After the line item adjustment, FORA notified BRAC HQ that existing ESCA Regulatory Reimbursement funds will be exhausted as early as March 2018.

FORA ESCA Administrative 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/adjustment issues outside of FORA's control. FORA notified BRAC HQ that the ESCA FORA administrative funds were projected to be exhausted by April 2017.

The ESCA Amendment LTO request addresses funding Army CERCLA LTO 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 (LTM) and Land Use Controls (LUC). Remedy requirements were refined in subsequent LUCIP/OMP.

In March 2017, FORA assembled an Amendment request package providing estimates for the unfunded Army LTO with scenarios to 2028 and 2038. This estimate package focused and guided FORA/Army ESCA Administrator ESCA Amendment discussions/negotiations. The Army ESCA Administrator responded with a series of Amendment questions from May through November 2017. The Army process included an Independent Government Estimate that verified the ESCA Amendment package.

ESCA Amendment December 2017:

2017 ESCA Amendment				
Description	Period of Performance	Original Obligation	New Obligation	Maximum Obligation
Line Item No. 0001 Environmental Services	1 March 2007 – 30 June 2028	\$94,172,954* ³	N/A	\$94,172,954
Line Item No. 0002 DTSC and EPA Technical Oversight Services	1 March 2007 – 31 Dec 2019	\$3,555,655	\$745,913	4,301,568
Line Item No. 0003 FORA ESCA Administrative Funds	1 April 2017 – 30 June 2020	N/A	\$1,865,848	\$1,865,848
Line Item No. 0004 Post-Closure MEC Find Assessments	1 Jul 2020 – 30 June 2028	N/A	\$528,651	\$528,651
Line Item No. 0005 Long Term/LUC Management	1 Jul 2020 – 30 June 2028	N/A	\$3,705,792	\$3,705,792
Total Obligation		\$97,728,609*	\$6,846,204	\$104,574,813*

On July 13, 2017, the FORA Board authorized the Executive Officer to accept an ESCA Amendment upon review and coordination with Authority/Special Counsel. On December 20, 2017, the FORA Executive Officer signed the attached (**Attachment A**) ESCA amendment for \$6,846,204.

³ *Per the ESCA Agreement the Army received a discount of \$1,587,578 for early upfront funding of the ESCA original negotiated Line item #001 obligation was \$95,760,532 - \$1,587,578 = Final Line item #001 was \$94,172,954.

Post-ESCA Amendment ESCA fund status as of December 2017:

Item	2017 Amendment Allocations	Accrued through September 2017	Invoiced to AIG Cost Cap-Policy
Line Item 0001 Environmental Services			
FORA Self-Insurance or Policy	\$916,056	\$916,056	N/A
State of California Surplus Lines Tax, Risk Transfer, Mobilization	6,100,000	6,100,000	N/A
Contractor's Pollution Liability Insurance	477,344	477,344	N/A
ARCADIS/AIG Commutation Account - <i>plus-</i> AIG insurance	82,117,553	82,117,553	
Original FORA Administrative Fees	4,562,001		N/A
Line Item 001: Subtotal	\$94,172,954		N/A
Line Item 0002 thru 31 Dec 2019: DTSC and EPA Technical Oversight Services	4,301,568		N/A
Line Item 0003 thru 30 June 2020: FORA ESCA Administrative Funds	1,865,848	0	N/A
Line Item 0004 thru 30 June 2028: Post-Closure MEC Find Assessments	528,651	0	N/A
Line Item 0005 thru 30 June 2028: Long Term/LUC Management	3,705,792	0	N/A
Total	\$104,574,813		
	<i>ESCA Remainder</i>		<i>N/A</i>

FISCAL IMPACT:

Reviewed by FORA Controller _____

COORDINATION:

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

Prepared by _____
Stan Cook

Approved by _____
Michael A. Houlemaard, Jr.

COOPERATIVE AGREEMENT MODIFICATION

MODIFICATION NO: P00009

EFFECTIVE DATE: 20 December 2017

AGREEMENT NO: W9128F-07-2-0162

PR NO: W31RYO73465279

- This is a bilateral modification (supplemental agreement) reflecting other agreements of the parties, modifying the terms and conditions of the Cooperative Agreement. The Recipient is required to execute and return one copy of this modification to the Grants Officer.

DESCRIPTION OF MODIFICATION

The purpose of this modification is to effect mutually agreed changes to the Cooperative Agreement, pursuant to the amendment of Title 10, United States Code §2701(d), as enacted by the National Defense Authorization Act.

--- SEE CONTINUATION PAGE(S) ---

ACCOUNTING AND APPROPRIATION DATA:

38B0C9 8GJ30L

097 NA X 2017 0516 000 60D1 CCS: NA A0 2017 08 8130 63A42007000 01110 2540

INCREASE \$6,846,204

EXECUTION OF MODIFICATION

FOR THE RECIPIENT:

**Fort Ord Reuse Authority
920 Second Avenue, Suite A
Marina, CA 93933-6006**

(SIGNATURE)

Michael A. Houlemard, Jr.

(NAME)

Executive Officer

(TITLE)

(DATE)

FOR THE UNITED STATES OF AMERICA:

U.S. Army Corps of Engineers, Huntsville Center
ATTN: CEHNC-CTB/Sharon Butler
5021 Bradford Drive
Huntsville, AL 35805

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Digitally signed by BUTLER.SHARON.H.1230746970
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ou=USA, cn=BUTLER.SHARON.H.1230746970
Date: 2017.12.20 14:40:22 -06'00'

(SIGNATURE)

SHARON H. BUTLER

(NAME)

GRANTS OFFICER

(TITLE)

(DATE)

A. The purpose of this Modification is to amend the Environmental Services Agreement (ESCA) to add additional requirements (Administrative Funds, Post-Closure MEC Find Assessments, and Long-Term/Land Use Controls (LUC) Management), add funding in the amount of \$6,846,204 and to reduce the period of performance from 30 March 2037 to 30 June 2028. As a result of this modification, the maximum funding obligation has been increased by \$6,846,204 from \$99,316,187 to \$106,162,391.

B. **Revise Section B, Paragraph 2.1. as follows:** The federally funded term of this ESCA shall begin upon the effective date until 30 June 2028 (or as identified in Table 1 below).

Revise Section B, Paragraph 5.1. as follows: The maximum funding obligation of the Government to the recipient for the terms of this agreement is \$106,162,391.

Revise Section 5.3. as follows:

TABLE 1

Description	Period of Performance	Original Obligation	New Obligation	Maximum Obligation
Line Item No. 0001 Environmental Services	1 March 2007 – 30 June 2028	\$95,760,532	N/A	\$95,760,532
Line Item No. 0002 Department of Toxic Substance Control (DTSC) and United States EPA) Technical Oversight Services	1 March 2007 – 31 Dec 2019	\$3,555,655	\$745,913	4,301,568
Line Item No. 0003 FORA ESCA Administrative Funds	1 April 2017 – 30 June 2020	N/A	\$1,865,848	\$1,865,848
Line Item No. 0004 Post-Closure MEC Find Assessments	1 Jul 2020 – 30 June 2028	N/A	\$528,651	\$528,651
Line Item No. 0005 Long Term/LUCs Management	1 Jul 2020 – 30 June 2028	N/A	\$3,705,792	\$3,705,792
Total Obligation		\$99,316,187	\$6,846,204	\$106,162,391

NOTE TABLE 1: Contract Line Item No. (CLIN) 0002 is a variable cost CLIN. Funding can only be used to reimburse DTSC and USEPA for Regulatory Response Costs per (Section C. 3.36) associated with their technical oversight responsibilities.

NOTE TABLE 1: CLIN 0004 is also a variable cost CLIN that will carry a fixed unit price of \$13,555.15 per unit (MEC Find Assessment), for up to 39 units (\$528,651/39 units = \$13,555.15 per unit). Recipient must notify the Grants Officer prior to initiating any work associated with this CLIN. The Recipient will be reimbursed \$13,555.15 per Munitions and Explosives of Concern (MEC) Find Assessment.

Revise Section B. Paragraph 5.5. as follows: Pursuant to 2 CFR Part 200, the Recipient must liquidate all encumbered funding incurred under this ESCA not later than 90 calendar days after the end of the term of this ESCA, to coincide with the submission of the final Financial Status Report (SF425). The Grants Officer may extend this deadline at the request of the Recipient. No additional charges can be incurred during this 90-day period without the written authorization from the Grants Officer.

Add Section B. Paragraph 5.6.: The Recipient shall notify the Grants Officer in writing whenever it has reason to believe that the variable costs it expects to incur under this agreement in the next 60 days, when added to all variable costs previously incurred, will exceed 75 percent of the maximum funding amount for the variable costs stipulated in this document. The notice shall state the estimated amount of additional funds required, if any, to continue performance to complete the established milestones in the agreement. The Recipient shall also notify the Grants Officer in writing whenever it has reason to believe that the funding period identified in B.2.1 needs to be extended.

Add Section B. Paragraph 5.7.: There is no legal liability on the part of the Government for any payment that may arise for performance under this Agreement beyond the maximum funding amount stipulated herein, until funds are made available to the Grants Officer and until the Recipient receives notice of availability, to be confirmed in writing by the Grants Officer.

Revise Section B. Paragraph 7. ADVANCE PAYMENT - Upon execution of this Agreement and the submission of a Request for Advance or Reimbursement (SF 270) to the Grants Officer, the Recipient shall be entitled to payment for the work identified in Table 1. Payments will be initiated no more frequently than quarterly upon receipt by the Grants Officer of the Recipients SF 270 (and associated quarterly report). The Grants Officer may adjust the amounts or dates of the payments based on the data contained on the Recipient's SF 270 submissions or additional information provided by the Recipient. The Government shall make request payments to the Recipient in accordance with 2 CFR Part 200.

Add Section B. Paragraph 7.1. –The Recipient shall be paid in advance on a quarterly basis, provided the Recipient demonstrates satisfactory completion of all agreed upon milestones stipulated for the previous quarter. Procedures for minimizing the time elapsing between transfer of funds from the U.S. Treasury and disbursement must be followed whenever advance payment procedures are used.

Add Section B. Paragraph 7.2.: Except for interest earned on advances of funds exempt under the Intergovernmental Cooperation Act (31 U.S.C. 6501 et seq.) and the Indian Self-Determination Act (23

U.S.C. 450), Recipients shall promptly, but at least quarterly, remit interest earned on advances to the Federal agency.

Revise Section B. Paragraph 10 FINANCIAL REPORTS and subparagraphs (a) and (b) as follows: Financial reports shall be prepared in accordance with 2 CFR Part 200.

- (a) The Recipient will report program outlays on an accrual basis. If the Recipient does not normally keep accounting records on an accrual basis, accrual information shall be developed through analysis of the documentation on hand.
- (b) The Recipient shall use SF425, "Federal Financial Report", in order for the Grants Officer to monitor cash advanced, disbursement, and/or outlays under this ESCA. The initial report shall be for the quarter ending after the payment by the Army. Subsequent reports shall be submitted on an annual basis no later than 90 working days following the Agreement year. The final report shall be submitted no later than 90 working days following the expiration or termination of the ESCA.

Delete Section B. Subparagraph 10(c).

C: TECHNICAL DESCRIPTION OF MODIFICATION

The Recipient, or its Successor in Interest, will continue its performance obligation in accordance with ESCA Section C paragraph 4.1.15 and with the Administrative Order on Consent (AOC).

The Recipient, or its Successor in Interest, will implement, oversee, and manage the ESCA property under the CERCLA MEC Records of Decision (ROD) remedies including Land Use Controls (LUCs) which are consistent with the Recipient's Long Term Obligations (LTOs) under the ESCA (Section C paragraph 4.1.15).

The Recipient, or its Successor in Interest, will perform its responsibilities outlined in Section 5.0 of the ESCA Land Use Control/Operation Maintenance Plans (LUCIP/OMPs) and continue to coordinate/assist as an intermediary between:

- a) The Environmental Protection Agency (EPA) and California Department of Toxic Substances Control (DTSC); and
- b) The jurisdictions and property owners, to facilitate CERCLA remedy compliance as detailed in Section 5.0 of the LUCIP/OMPs.

All regulator reimbursement costs will be covered by the ESCA property transferees starting in the year 2020.

D. All other terms and conditions of the original Fort Ord ESCA, and associated Technical Specifications and Requirement Statement (TSRS) remain in effect and the Recipient responsibilities remain unchanged.

FORT ORD REUSE AUTHORITY BOARD REPORT

CONSENT AGENDA

Subject:	Public Correspondence to the Board
Meeting Date: January 12, 2018 Agenda Number: 7e	INFORMATION/ACTION

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

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

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

FORT ORD REUSE AUTHORITY BOARD REPORT

BUSINESS AGENDA

Subject: Transition Planning Update

Meeting Date: January 12, 2018

Agenda Number: 8a

INFORMATION/ACTION

RECOMMENDATION

Receive:

- i. 2018 Transition Planning Draft Schedule;
- ii. Transition Plan Summary Charts for Water and Financing/Assets;
- iii. Draft Joint Powers Agency Outline;

Provide:

- i. Direction to Staff; and
- ii. Schedule follow-up discussion/meetings for this topic.

BACKGROUND/DISCUSSION

In November, the FORA Board approved an incremental step towards transition planning by directing staff to focus on a single agency successor/JPA to complete the FORA program. The Board also noted that a final Transition Plan ("Plan") will assign assets and liabilities, designate responsible successor agencies, and provide a schedule of remaining obligations. The final Plan requires a majority vote of the Board, before it is provided for consideration to the Monterey County Local Agency Formation Commission ("LAFCO"). LAFCO is required to ensure that all contracts, agreements and pledges to pay/repay money are honored and properly administered. The Plan must be submitted to LAFCO **on or before December 30, 2018**.

There is much work to be completed and/or compiled to prepare and present a Plan to LAFCO. Accordingly, the draft work plan to accomplish the Plan is as follows:

- | | |
|---|--------------------|
| 1. Transition Plan Summary/Charts | |
| a. Water/Wastewater and Financial/Assets | JANUARY |
| b. Administration/ESCA | FEBRUARY |
| c. Habitat Conservation Plan and Transportation | MARCH |
| d. DRAFT FINAL PLAN TO BOARD | AUGUST/SEPTEMBER |
| 2. Draft Joint Powers Agreement | JANUARY-JUNE |
| 3. LAFCO (STAFF) MEETINGS | JANUARY/MARCH/JUNE |

The basic components to the Plan are found in FORA's current Capital Improvement Program (Obligations and schedule for improvements), Public Retirement System (CalPERS) contract requirements and the Environmental Services Cooperative Agreement munitions and explosives of concern cleanup, monitoring and reporting. Information regarding these post-2020 obligations was presented to the Board, Legislative Committee, and Transition Task Force.

Accordingly, today we bring forward the first draft summary charts which will be the basis for the final Transition Plan to be submitted to LAFCO. Ultimately, these will be compiled in a binder or CD with corresponding documents for LAFCO review. One might consider these Summary

Charts as “chapters” for the Plan. Staff has prepared these in draft form and expect that these charts may be revised or refined as we move forward in the Plan process, ultimately returning to the Board as the core of a Draft Final Transition Plan for transmittal to LAFCO. Today we also present the financial assets and water charts for your consideration. You might note that these summary charts briefly outline the obligation, note issues and a “To Do” list of what must be accomplished in order to effectuate a transfer to a successor. In some cases, requirements that a successor must meet and/or issues related to utilizing a Joint Powers Agency as the single entity successor are noted.

Also, today, we bring forward the first draft Joint Powers Agreement outline. There are several questions that will need to be addressed in the documents as we move forward in the process: such as who are the members, how parties are added or removed, the voting rights, the powers, etc. Again, this is a first draft which will be revised and refined over the coming months.

FISCAL IMPACT

Reviewed by FORA Controller _____

Staff time/legal are within the approved annual budget. Staff anticipates presenting future transition plan budget items for Board consideration.

COORDINATION

Prepared by _____
Sheri L. Damon

Reviewed by _____
Steve Endsley

Approved by _____
Michael A. Houlemaid, Jr.

ATTACHMENTS:

PLACEHOLDER A: SUMMARY CHARTS: Water/Wastewater and Financial/Assets (To Follow)
PLACEHOLDER B: Draft Joint Powers Agreement Outline (To follow)

Placeholder for Item 8a – Attachment A

**Summary Charts: Water/Wastewater and
Financial/Assets**

This attachment will be included in the final Board packet.

Placeholder for Item 8a – Attachment B

Draft Joint Powers Agreement outline

This attachment will be included in the final Board packet.

FORT ORD REUSE AUTHORITY BOARD REPORT

BUSINESS ITEMS

Subject:	General Engineering Services
Meeting Date: January 12, 2018 Agenda Number: 8b	ACTION

RECOMMENDATION(S):

- i. Receive an update on Eucalyptus Road storm water repairs.
- ii. Approve Harris and Associates Service Work Order H3 (SWO-H3) (**Attachment A**) Eucalyptus Road Infiltrator Review and Repair Engineering and Support Services not-to-exceed \$160,235.

BACKGROUND:

The FORA built Eucalyptus Road (ER) and General Jim Moore Boulevard (GJMB) use onsite storm water retention systems ('infiltrators') as a way of preventing water pollution and recharging the local aquifer. A number of the infiltrators have failed and a solution is needed to prevent further storm water pollution and erosion of the roadway.

In 2017, staff used Parikh Geotechnical Engineers, under the BKF Contract GE-SWO-1, to perform an initial root cause analysis (**Attachment B**) in order to determine which entity, participating in the completed construction of the roadways, was responsible for the repair. The background review drew no conclusive evidence citing multiple reasons for failure as follows:

- 1) FORA and the City of Seaside approved the engineering plans and designs;
- 2) The Manufacturer did not identify slope as a key infiltrator design parameter;
- 3) The Engineer did not accurately account for the soil's ability to dynamically change when saturated;
- 4) The Engineer with FORA and Seaside approval specified installation of infiltrators in roadway fill instead of native soil due to known UXO issues; (See Item 8b)
- 5) FORA did not build the hardscape until approximately two years following the grading and installation of the infiltrators;
- 6) The contractor may have over compacted the soil;
- 7) FORA approved contractor Change Orders to fix the initial failure during construction by installing road base over the failure;
- 8) Neither FORA nor the City of Seaside maintained the infiltrators;
- 9) Large animals burrowed into the infiltrators creating tunnels or "pipes" which may have caused the failure.

DISCUSSION:

The construction contract required the contractor to repair any such issue up to one year after the Notice of Completion. However, the warranty time has lapsed and the contractor, Top Grade, closed and sold its assets to another company. The original Geotech engineer responsible for the soil compaction and design, and the FORA Senior Project Manager are no longer available.

Lastly, in a letter dated 2014, the City of Seaside informed FORA it would not receive the planned transfer of the roadway from the Army to the City's ownership in 2019, until a root cause analysis was performed. The City Engineers, involved in the decision making of the project, have since retired. Therefore, it is difficult at this time to identify any one entity as responsible for the failure.

Recommendation:

Since FORA was the lead agency on the roadway design and construction, it falls to FORA to identify and implement a solution. The first step in the process is to define the problem and identify a solution. Staff is recommending adding Service Work Order H3 (SWO-H3) (**Attachment A**) to the Harris and Associates General Engineering Services contract for Eucalyptus Road Infiltrator Review and Repair Engineering and Support Services not-to exceed \$160,235

SWO-H3: Eucalyptus Road and General Jim Moore Boulevard Storm Water Repair includes, but is not limited to, preliminary investigations, design recommendations, infiltrator design, bid assistance, and engineering support.

FISCAL IMPACT:

Reviewed by FORA Controller _____

Staff time for this item is included in the approved annual budget. The contract work order amount is included in FY 2017-2018 Capital Improvement Program under Transportation Contingency, FO12 Eucalyptus Road (\$501,849), and FO9C (\$1,022,527). Future caretaker costs for Seaside may be allocated to the identification and implementation of a solution for GJMB and ER.

COORDINATION:

Authority Counsel, Seaside, Administrative Committee

Prepared by _____ Reviewed by _____
Peter Said Jonathan Brinkman

Approved by _____
Michael A. Houlemard, Jr.

Attachment A to Item 8b FORA Board Meeting 01/12/18

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

EVALUATION OF INFILTRATION UNITS ON EUCALYPTUS ROAD

SCOPE OF SERVICES

Harris is pleased to present the following scope of engineering services to provide the Fort Ord Reuse Authority (FORA) an engineering report outlining recommendations on how to proceed with repair or replacement of the storm-water infiltration units on Eucalyptus Road and General Jim Moore Boulevard (GJMB) (see Figure 1). There are four areas along Eucalyptus Road with infiltration units, and two areas along GJMB.

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

Task 1.0 – Project Management

1.1 Kick Off Meeting

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

1.2 Progress Meetings (6)

We anticipate five progress meeting to discuss project status and results Harris will prepare agendas, coordinate meeting attendance, and issue meeting minutes to all Stakeholders. It is anticipated that most of the progress meetings will be teleconference and that there will be up to two (2) face-to-face meetings. Agendas will be submitted within five working days before each meeting and minutes will be submitted within five working days after each meeting.

1.3 Monthly Progress Reports

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

1.4 QA/QC

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

Task 2.0 – Preliminary Investigations

2.1 Data Gathering and Field Review

Harris staff will gather available record information from the FORA pertinent to the design, including record drawings or 'as-builts' of the existing facilities, Eucalyptus Road plans, any utility information, and project reports associated with the roadway projects, including, but not limited to:

- i. Eucalyptus Road Phase 1 and Phase 2 Improvement Plans/Record Drawings
- ii. General Jim Moore Blvd Phase 4 and Phase 5 Improvement Plans/Record Drawings
- iii. Hydrologic and hydraulic calculations used to size the SWIC
- iv. Construction details and technical specifications for the SWIC
- v. Project files including correspondence, exhibits, notes, shop drawings/material submittals, daily construction observation reports (if available), etc.

Harris will review plans, reports, and other documents pertinent to the design and construction of the infiltration systems and the previous slope repairs provided by C+D. In addition, Harris staff will perform visual observations of the roadways, drainage facilities, and slopes in the immediate vicinity of the five (5) areas of slope erosion/movement. Where possible, manhole and/or observation ports will be opened for observations of the visible portions of the infiltration systems in these areas. Also, to assist in assessment of the cause of the slope erosion/movement, visual observations will be conducted and photo documented of the roadways, drainage facilities, and slopes at several other locations on Eucalyptus Road and General Jim Moore Boulevard where infiltrators were installed and slope erosion/movement has not occurred.

Harris's site review will include a limited exploration including shallow excavations (up to about 2 to 3 feet deep) on the slopes and in areas of slope erosion/movement to expose subsurface soil conditions and expose portions of the infiltration systems. It is anticipated five (5) pits will be excavated (one at each failure). Shallow hand auger borings may also be used to obtain additional information regarding the subsurface soil conditions. Shallow percolation testing of soils will be conducted in hand-excavated holes in general conformance with the Manual of Septic Tank Practice at approximately four (4) locations adjacent to existing infiltrators. Soil samples will be collected for gradation analysis. The intent of the percolation testing will be to gain a general understanding of the magnitude of infiltration capacity of the existing soils.

2.2 Hydrology Study

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

Harris will prepare a hydrology study

Task 3.0 – Recommendation Memorandum

3.1 Draft Memorandum with Recommendations for Infiltration Units

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

3.2 Final Memorandum with Recommendations for Infiltration Units

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

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

Task 4.0 – Infiltration Unit Design

4.1 Surveying

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

4.2 Geotechnical Investigations

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

4.3 SWPPP

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

Task 5.0 – 60% Submittal

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

Task 6.0 – 90% Submittal

Task 7.0 – Final Submittal

Task 8.0 – Bid Assistance

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

8.1 Pre-Bid Meeting and Bid Opening

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

8.2 As-Needed Bid Assistance

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

8.3 Bid Evaluation

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

Task 9.0 – Construction Support and As-Builts

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

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

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

ASSUMPTIONS AND EXCLUSIONS

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

TASK	Budget	Schedule
Task 1: Project Management	\$ 9,435	
Task 2: Preliminary Investigations	21,355	Week 4
• <i>Field Investigation</i>	7,355	
• <i>Hydrology Study</i>	11,930	
Task 3: Recommendation Memorandum	13,630	Week 5
Task 5: 60% PS&E submittal	30,000	Week 8
Task 6: 90% PS&E Submittal	20,000	Week 10
Task 7: Final Submittal	15,000	Week 13
Task 8: Bid Assistance	8,730	TBD
Task 9: Construction Support & As-Builts	\$10,530	TBD
Contingency	\$32,170	
Scope of Work not-to-exceed	\$160,850	
Printing & Reimbursable	Cost Plus 5%	
Harris Markup	Cost Plus 5%	
Senior Project Manager/Program Manager	\$200/hr	
QA/QC	\$200/hr	
Project Manager	\$195/hr	
Senior Engineer	\$155/hr	
Senior Designer	\$135/hr	
Designer	\$105/hr	
Administration	\$80/hr	



MEMORANDUM

To: **BKF Engineers** June 30, 2017
1646 North California Blvd., Suite 400 Job No. 2017-121-T03
Walnut Creek, CA 94596

Attention: Mr. Chris Mills, P.E., P.L.S.

From: A. Emre Ortakci, P.E, G.E.
Gary Parikh, P.E., G.E.

Subject: Preliminary Geotechnical Memorandum for
Eucalyptus Road Infiltrators (Phases I & II)
Fort Ord Reuse Authority
City of Seaside, CA

1.0 Introduction

We understand that the six infiltrators were installed along Eucalyptus Road to facilitate the infiltration of surface water collected from the pavement surface. Some of these infiltrators are apparently not functioning as planned. Therefore, the City of Seaside is unwilling to accept the dedication of the roadway until the drainage issue is resolved. It was reported that after the installation of the infiltrators and construction of the new Eucalyptus Road (built on fill), slope failures were observed at three of the infiltrator locations during rainy seasons. Parikh Consultants Inc. (PARIKH) was asked to study the reasons for these failures and their connection with the infiltrators based on a desk study. No field exploration or site visits were scoped at this time.

BKF Engineers

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2.0 Available Documents / References

Relevant pages from all the documents mentioned below are included as attachments to this memo.

a) 2004 – February, Geotechnical Investigation Report for General Jim Moore Boulevard and Eucalyptus Road, Seaside, California by Pacific Crest Engineering.

- 7 geotechnical borings were drilled from the Eucalyptus Road (the old roadway surface) to the depths ranging from 11.5 feet to 26 feet along the Eucalyptus Road and borings generally encountered medium dense to dense sands and silty sands.
- It was recommended that “all fill slopes should be constructed with engineered fill meeting the minimum density requirements of this report and have a gradient no steeper than 2:1 (horizontal to vertical)”. It also states that “The above gradients are based on the strength characteristics of the materials under conditions of normal moisture content that would result from rainfall falling directly on the slope, and do not take into account the additional activating forces applied by seepage from spring areas.”
- No free groundwater was encountered within any of the borings to the maximum depth drilled of 26.5 feet.

b) 2004 March, Addendum No. 1 to Geotechnical Investigation Report for General Jim Moore Boulevard and Eucalyptus Road, Seaside, California by Pacific Crest Engineering dated February 2004.

- A percolation rate of 1 inch per hour was estimated based on the existing geotechnical borings.

c) 2008 May through September, Percolation Test Results Letter, General Jim Moore Boulevard and Eucalyptus Road, Seaside. California by Pacific Crest Engineering (with multiple revisions).

- Five test borings were drilled along Eucalyptus Road to a maximum depth of 10 feet for conducting percolation tests.
- No free groundwater was encountered within any of the borings to the maximum depth drilled.
- Borings generally encountered “damp to moist sand, with varying amounts of silt.”
- A recommended design percolation rate of 15 inches/hour was provided in the revision letter #3 dated September 26, 2008.



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d) 2008 September, Eucalyptus Road Fort Ord Reuse Authority (FORA), City of Seaside, Monterey County, California, Phase Grading, Drainage, and Erosion Control, Addendum #2 by Creegan+D'Angelo Infrastructure Engineering (C+D)

- Sheet C-2 shows a catch basin sediment barrier consisting of filter fabric over the catch basin grate, fiber wattle and gravel bags around the catch basin.
- Sheet C-3 shows details of typical sections of the infiltrator. A "Stormtech SC-740" infiltrator chamber system with an isolator row is shown.
- Sheet C-3 shows that the soil below the foundation stone below chambers were required to be compacted or rolled to achieve a 95% standard proctor density.
- Sheet C-3 shows that no compaction was required for the embedment stone surrounding and to a 6" elevation above chambers.
- Sheet C-4 shows typical sections and a keyway detail.
- Sheets C-5 through C-9 show plans and profile for the road alignment. Infiltrators are shown on the plans at approximate Stations of 21+50 (north & south of centerline), 30+00 (north of centerline), 45+60 (north & south of centerline), 57+00 (north of centerline) within the road embankment.

e) Recent communication with Peter Said (Project Manager) of FORA

- November 2008 and February 2009, infiltrators were installed. (except Infiltrators C1 and C2 based on Change Orders 008 and 006, see below).

f) 2006 December through 2012 May – Earthwork Observations and Testing Reports, (Multiple Reports)

- The reports state that "the field results indicate that adequate compaction was achieved."

g) August 2009 - Change Order 008 – Eucalyptus Road - Phase I by FORA

- Infiltrator C1 & C2 (at approx. Station 45+60) was not installed due to quantity shortage of filter rock. (Our understanding is that these two basins were installed at a later date.)

h) March 2010, change order 006 – Eucalyptus Road Phase II by FORA

- Drain rock bedding and backfill previously not included for Infiltrators C1 and C2 were included.



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i) 2010 December - Infiltration Basin Repair Letter, Eucalyptus Road Phase II, Seaside California by Pacific Crest Engineering

- The letter mentions three minor slope failures which occurred on the outside face of the road embankment at about Station 30+00 (north side) and Station 45+60 (both north and south).
- It also states that “a significant number of gopher holes and other animal burrows present.”
- An infiltration chamber slope repair option was presented with “an enhanced drain system adjacent to the infiltrator basin which can lead subsurface water to the toe of the fill and beyond” and “an overlying layer of aggregate base as mean of reducing the potential for rodents to burrow into the slope” as a part of the letter.
- Based on our communication with BKF Engineers (BKF), this option was not implemented due to cost.

j) 2011 April - Infiltration Chamber Retrofit Exhibit by C+D

- A retrofit option of rebuilding outer slope face with Class 2 aggregate base with a maximum gradient of 4:1 (horizontal to vertical) is presented.
- Based on our understanding this mitigation option was implemented, however it also failed and caused blow out of the face.

k) 2011 June – Executed Contract and Notice to Proceed - Eucalyptus Road Phase II by FORA

- “Notice to Proceed” for work including infiltration chamber retrofit was issued to “Top Grade Construction”.

l) 2014 August – General Jim Moore Boulevard and Eucalyptus Road-Post Construction Device Acceptance by City of Seaside.

- City of Seaside conducted a field investigation of the stormwater infiltration devices. The inspection revealed two of the infiltration chambers had suffered failure within the fill slope immediately adjacent to the road.



3. 0 Findings & Discussions

Based on the information available to us, slope failures that were observed at three of the infiltrator locations during rainy seasons may have been caused by multiple issues. These are discussed below:

- a) The function of the infiltrator system is to collect storm water from the pavement surface through inlets into a holding chamber or chambers. The collected water during peak runoff would be then allowed to convey through the rock medium into the surrounding soil. The soil is supposedly highly permeable to dissipate the water in a timely manner, however not at the same rate as it is collected from the surface. That is one of the reasons for the collection chambers to allow for temporary retention of the water until it is allowed to dissipate into the subsurface soil. Under normal circumstances the chambers are designed to hold enough water from a 100-year storm event (as per the calculations by C&D Engineers) and should dissipate it through the underlying soil. The failures along the slope indicate that the water collected in the chambers is not dissipated quickly and is therefore allowed to build up pressure and create a path through the sides of the embankment slopes. It is not clear whether the build-up of water and pressure is due to too much of storm water or not enough dissipation of the water. However, if the system is designed for 100-year storm it is logical to assume that the capacity within the chambers is adequately designed. That leaves the issue of dissipation of water through the rock medium and the soil.
- b) It is not clear if the system was ever flushed clean as recommended by the manufacturer and how long after it was installed the first failure occurred. If this is the cause for plugging the inlet system, it would have not passed on to the chambers. The documents indicate that the failures are along the slopes outside of the chambers.
- c) The rock material designed around (as per the manufacturer's requirement) the infiltrator chambers is supposed to be clean angular stone with the majority of the particles between $\frac{3}{4}$ and 2 inches. Based on the documents from the contractor's bid sheets it appears that there were stockpile of material and then some more were added at a later date. Question would be if these are Class 1 drain rock or the crushed rock as per the manufacturer/design specs. This may or may not point to the reason for failure, but it should be noted that Class 1 drain rock (Caltrans specs) has been known to have segregation problem when dropped by loaders or dump trucks. This results in 'layering' of coarse and fine particles and may impede the drainage through the medium.
- d) The fact still remains that the water did get collected within the infiltrator and 'blew out' from the sides of the slope, i.e. it passed the collection system and the infiltrator pipes. (This as we understand failed after installation of the system and also after the base rock



was used to armor the slopes.) The water did not pass though, rapidly enough, through the final zone of dissipation which is the soil underneath the infiltrators. Several issues are raised related to this. The percolation tests indicated in various reports and addendums and revisions that the rate was significantly higher than what was required by the design. There was a high magnitude of safety factor indicated. However, the percolation tests were conducted in native materials in their in-situ condition. There were no tests conducted in the proposed fill condition and there was no mention of any consequences due to the placement of the infiltrator system within the fill material. Also, the tests were conducted in dry season and it does not appear that any of the rates were 'stabilized' rates. The test holes were not able to maintain water as it would quickly drain off. The tests mainly indicate how much water can pass through the material but not necessarily how much it can take if it is saturated. Not sure if the winter months create saturation period in this area however it is a fact to note.

- e) The percolation rates used in the design may not be representative of the percolation rate of the compacted (minimum 95%) fill materials that are below the infiltration chambers. Studies on cohesionless materials such as sands show that compaction may reduce their permeability significantly (about 85%) lower relative to their native state. See attached reference from United States Environmental Protection Agency. This can seriously impede the flow of water through the compacted fill and affect the design assumptions. In many cases the fill may not be also representative of what was assumed as the fill varied based on the compaction test results reports.
- f) The other factor is that the vertical and horizontal permeability in soil may vary significantly and especially if the bottom layers are compacted in excess of 95% compaction. When the water is under pressure and the vertical permeability is lower the water can seek the shortest path of resistance which would be the horizontal path. It seems like there is not adequate lateral soil cover to prevent this. If this path is further shortened by cracks and holes caused by outside sources such as animal burrows it can create a blowout condition. Even if it starts with a small 'piping' condition and establishes a seepage path it would quickly result in slope failures and loss of embankment cover.
- g) The quality of the embankment fill material and its permeability is questionable. The permeability of this material is an important design parameter for the proper design of the infiltrators. There is no clear documentation, that was evident, indicating where the fill material was borrowed from and what were the qualities of these materials? At a minimum the gradation and permeability of these materials should have been verified to meet the design requirements.



- h) Infiltration repair letter by Pacific Crest Engineering dated December 2010 mentions “a significant number of gopher holes and other animal burrows present.” These holes may present an easy path for water to travel toward the slope face. The mitigation detail proposed by the geotechnical engineer also recognizes that the infiltration system is not percolating as designed. Therefore, their plan is to provide an additional relief system that can allow the water to exit along the side of the slopes. This should be studied further since the use of Class 1 drainage material as proposed may be an issue (as discussed above) and allowing significant amount of water to release along the slope of the embankment during a storm period could affect its stability and create more failures.
- i) The infiltration systems were installed within the embankment fill above the original ground surface. Lowering the infiltration system below the embankment level could have prevented some of the piping/stability issues. If the tests and the design were based on the native soil we are not sure why it was decided to install the infiltration system within the fill material. It seems like this is one of the fundamental flaws in this design concept because not only it allows the water to collect within the embankment but it does not connect with the native soil below for dissipation. This can result in the chambers getting full and pressurized and with limited buffer on the sides it creates a clear path for a blowout conditions.

4.0 Proposed Future Work

Our current scope (Task) is not to perform any design work or conduct any additional field explorations. However, it is important to confirm some of the assumptions in the discussions above by performing limited field investigations. Without this additional field work it would not be feasible to develop meaningful mitigation measures.

Additional geotechnical borings and laboratory testing should be proposed to study the fill and native materials. Five (5) geotechnical borings should be planned at the infiltrator locations to maximum depths of 25 feet below the road surface. Some borings may be drilled deeper to check for existing groundwater table (if any). The intent is to collect information related to the fill and the native soil profile. These borings should be as close as possible to the edge of the infiltrator system (not within). Selected samples collected from the drilling should be tested for laboratory permeability rate. This can provide comparison of native and fill permeability rates. It would also be helpful to check for groundwater elevation, if encountered.

If desired and authorized a mitigation program can be developed based on the findings. However, additional historical and right of way information will be required and a meeting with the client and the designer should be held to understand the goal and the project limitations. It is also imperative that a full picture of the project understanding be developed which relevant



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includes communications, sequential work details, failure timelines and cause and effect of events etc.

As another suggestion, if the client wants to replicate the failure mode under controlled conditions they may want to run a water test and see where the leaks are generated and the time it takes for the water to seep out of the slopes.

Attachments

- Attachments (a) through (l) correspond to Documents in Section 2 of the report.
- Infiltrator Calculations by C+D.
- EPA Permeability Reference.
- Proposed Boring Locations.

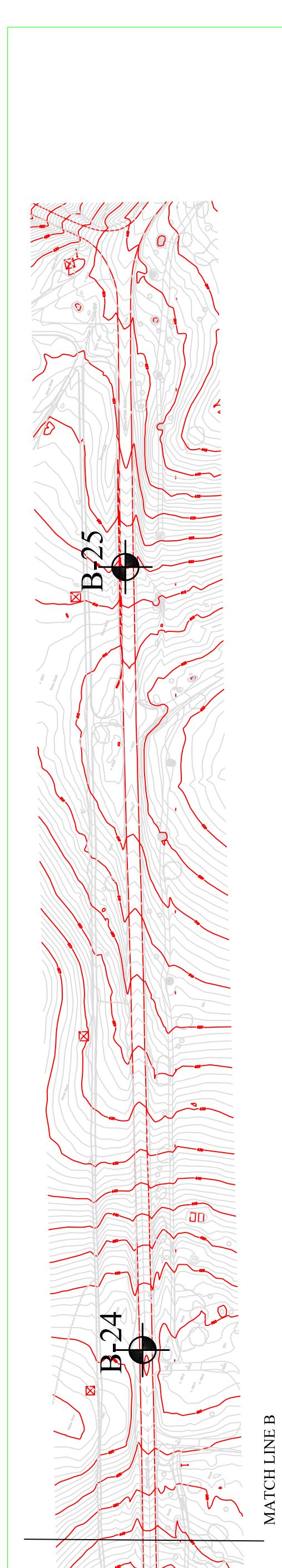
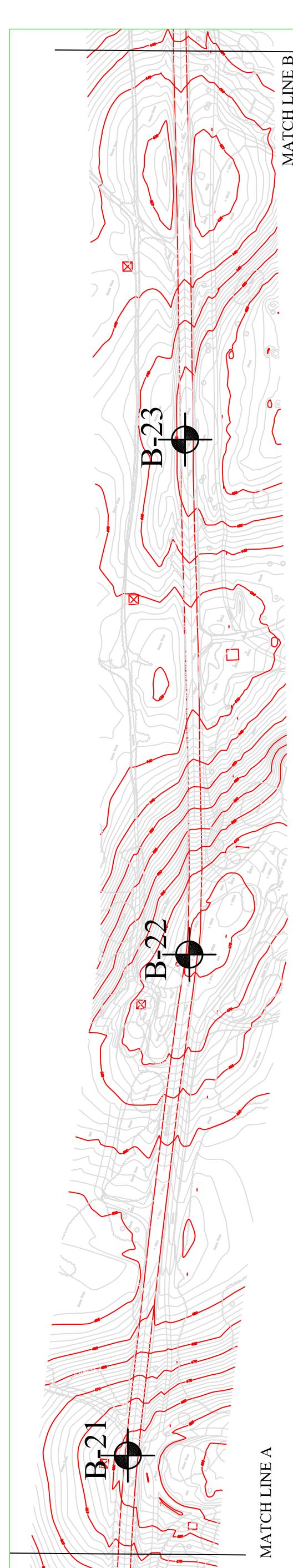
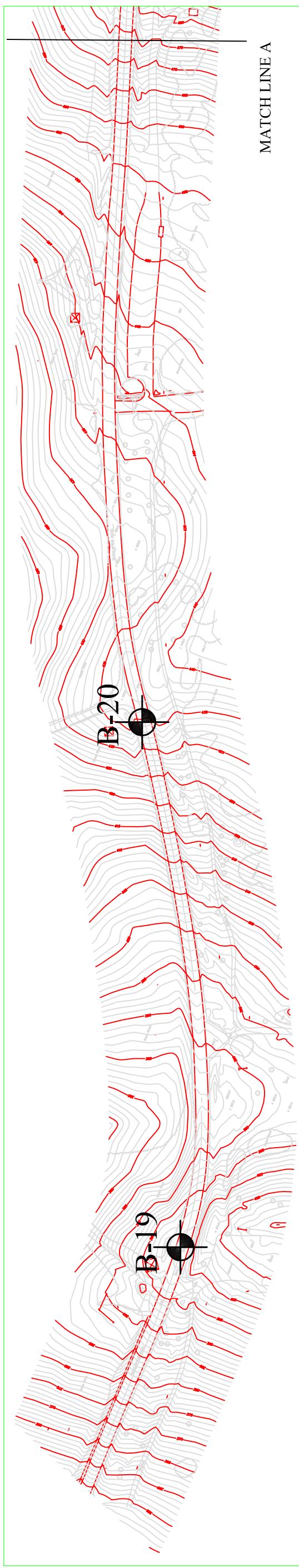


ATTACHMENTS

Attachment (a)



EUCALYPTUS ROAD



GRAPHIC SCALE: 1" = 200'

 0 100' 200' 400' = APPROXIMATE LOCATION OF TEST BORING
 BASE MAP FROM BESTOR ENGINEERS, INC.

LOGGED BY <u>DE</u>		DATE DRILLED <u>2/6/04</u>		BORING DIAMETER <u>6"</u> SS		BORING NO. <u>19</u>				
Depth (feet)	Sample No. and Type	Symbol	Soil Description (Proposed Roadway Cut of 20')		Unified Soil Classification	SPT "N" Value	Plasticity Index	Dry Density (pcf)	Moisture % of Dry Wt.	Misc. Lab Results
1		2" AC	11" Baserock		SP					
2			Yellowish brown SAND, fine grained sand, damp							
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15	19-1	L	Light yellowish brown SAND, medium grained sand, damp, medium dense							
16						13		103.9	6.1	
17										
18										
19										
20	19-2	L	Light yellowish brown SAND, medium grained sand, moist, medium dense							
21						17		94.8	3.6	3% Passing #200 Sieve
22										
23										
24										

LOGGED BY <u>DE</u> DATE DRILLED <u>2/6/04</u>			BORING DIAMETER <u>6"</u> SS	BORING NO. <u>19</u>		
Depth (feet)	Sample No. and Type	Symbol	Soil Description		Unified Soil Classification	Misc. Lab Results
25	19-3	L	Light yellowish brown SAND, medium grained sand, moist, medium dense	SP		
26				17	96.1	3.8
27			Boring Terminated at 26 1/2'			
28						
29						
30						
31						
32						
33						
34						
35						
36						
37						
38						
39						
40						
41						
42						
43						
44						
45						
46						
47						
48						

LOGGED BY <u>DE</u>		DATE DRILLED <u>2/6/04</u>	BORING DIAMETER <u>6"</u> SS	BORING NO. <u>20</u>
Depth (feet)	Sample No. and Type Symbol	Soil Description (Proposed Roadway Cut of 11')		Misc. Lab Results
1		1 1/2" AC, 4 1/2" Baserock	SP	
2		Yellowish brown SAND with silt, fine grained sand, damp		
3				
4				
5				
6				
7				
8				
9				
10	20-1 T	Yellowish brown SAND, fine grained sand, damp, medium dense	16	3.9
11				
12				
13				
14				
15	20-2 L	Yellowish brown SAND, fine grained sand, damp, medium dense	17	98.6 4.8 2% Passing #200 Sieve
16				
17				
18				
19				
20	20-3 L	Yellowish brown SAND, fine grained sand, damp, medium dense	19	100.9 5.5
21				
22		Boring Terminated at 21 1/2'		
23				
24				

LOGGED BY <u>DE</u>		DATE DRILLED <u>2/6/04</u>		BORING DIAMETER <u>6" SS</u>		BORING NO. <u>21</u>							
Depth (feet)	Sample No. and Type	Symbol	Soil Description (Proposed Roadway Cut of 13')			Unified Soil Classification	SPT "N" Value	Plasticity Index	Dry Density (pcf)	Moisture % of Dry Wt.	Misc. Lab Results		
1			2" AC, 4" Baserock			SP							
2			Yellowish brown SAND with silt, fine grained sand, damp										
3													
4													
5													
6													
7													
8													
9													
10	21-1	L	Light yellowish brown SAND, fine grained sand, damp, medium dense			18	105.8	4.3					
11													
12													
13													
14													
15	21-2	L	Light yellowish brown SAND, fine grained sand, damp, medium dense			18	101.1	3.5	3% Passing #200 Sieve				
16													
17													
18													
19													
20	21-3	L	Light yellowish brown SAND, fine grained sand, damp, medium dense			18	94.2	3.9					
21													
22													
23													
24													

LOGGED BY <u>DE</u>		DATE DRILLED <u>2/6/04</u>	BORING DIAMETER <u>6"</u> SS	BORING NO. <u>21</u>
Depth (feet)	Sample No. and Type Symbol	Soil Description		Misc. Lab Results
-25	21-4 T	Light yellowish brown SAND, fine grained sand, damp, dense	SP	
-26			34	3.1
-27		Boring Terminated at 26 1/2'		
-28				
-29				
-30				
-31				
-32				
-33				
-34				
-35				
-36				
-37				
-38				
-39				
-40				
-41				
-42				
-43				
-44				
-45				
-46				
-47				
-48				

LOGGED BY <u>DE</u> DATE DRILLED <u>2/6/04</u>			BORING DIAMETER <u>6" SS</u>	BORING NO. <u>22</u>						
Depth (feet)	Sample No. and Type	Symbol	Soil Description (Proposed Roadway Cut of 18')		Unified Soil Classification	SPT "N" Value	Plasticity Index	Dry Density (pcf)	Moisture % of Dry Wt.	Misc. Lab Results
1			2" AC, 4" Baserock		SP					
2										
3										
4			Yellowish brown SAND, fine grained sand, damp							
5										
6										
7										
8										
9										
10	22-1 T		Yellowish brown Silty SAND, fine grained sand, damp, dense		SM-SP	39		5.8	12% Passing #200 Sieve	
11										
12										
13										
14										
15										
16										
17										
18										
19										
20	22-2 T		Yellowish brown SAND, fine grained sand, damp, medium dense			28		4.5		
21										
22										
23										
24										

LOGGED BY <u>DE</u> DATE DRILLED <u>2/6/04</u>			BORING DIAMETER <u>6" SS</u>	BORING NO. <u>22</u>		
Depth (feet)	Sample No. and Type	Symbol	Soil Description		Unified Soil Classification	Misc. Lab Results
25	22-3	T	Yellowish brown SAND, fine grained sand, damp, dense	SP		
26				33		4.2
27			Boring Terminated at 26 1/2'			
28						
29						
30						
31						
32						
33						
34						
35						
36						
37						
38						
39						
40						
41						
42						
43						
44						
45						
46						
47						
48						

LOGGED BY <u>DE</u>		DATE DRILLED <u>2/6/04</u>		BORING DIAMETER <u>6" SS</u>		BORING NO. <u>23</u>				
Depth (feet)	Sample No. and Type	Symbol	Soil Description (Proposed Roadway Cut of 7')		Unified Soil Classification	SPT "N" Value	Plasticity Index	Dry Density (pcf)	Moisture % of Dry Wt.	Misc. Lab Results
1				1 1/2" AC, 3" Baserock	SP					
2										
3										
4										
5	23-1 L		Yellowish brown SAND, fine grained sand, damp, medium dense			13		96.5	2.5	
6										
7										
8										
9										
10	23-2 L		Yellowish brown SAND, fine grained sand, damp, medium dense			22		104.6	3.9	
11										
12										
13										
14										
15	23-3 L		Yellowish brown SAND, fine grained sand, damp, medium dense			21		107.8	3.7	
16										
17			Boring Terminated at 16 1/2'							
18										
19										
20										
21										
22										
23										
24										

LOGGED BY <u>DE</u> DATE DRILLED <u>2/6/04</u>			BORING DIAMETER <u>6" SS</u>	BORING NO. <u>24</u>						
Depth (feet)	Sample No. and Type	Symbol	Soil Description (Proposed Roadway Cut of 13')		Unified Soil Classification	SPT "N" Value	Plasticity Index	Dry Density (pcf)	Moisture % of Dry Wt.	Misc. Lab Results
1			2" AC, 4" Baserock		SP					
2										
3										
4			Yellowish brown SAND, fine grained sand, damp							
5										
6										
7										
8										
9										
10										
11	24-1 L		Yellowish brown Silty SAND, fine grained sand, damp, medium dense		SM	18		109.5	7.8	24% Passing #200 Sieve
12										
13										
14										
15	24-2 L		Yellowish brown SAND, fine grained sand, damp, medium dense		SP	19		106.3	6.9	
16										
17			Boring Terminated at 16 1/2'							
18										
19										
20										
21										
22										
23										
24										

LOGGED BY <u>DE</u> DATE DRILLED <u>2/6/04</u>			BORING DIAMETER <u>6" SS</u>	BORING NO. <u>25</u>						
Depth (feet)	Sample No. and Type	Symbol	Soil Description (Proposed Roadway Cut of 3')		Unified Soil Classification	SPT "N" Value	Plasticity Index	Dry Density (pcf)	Moisture % of Dry Wt.	Misc. Lab Results
			4 1/2" AC, 2" Baserock							
1					SM					
2	25-1 T		Yellowish brown Silty SAND, fine grained sand, damp, medium dense			27		4.7		12% Passing #200 Sieve
3										
4					SP	16		4.2		
5	25-2 T		Yellowish brown SAND, fine grained sand, damp, medium dense							
6										
7										
8										
9										
10	25-3 T		Yellowish brown SAND, fine grained sand, damp, medium dense			18		3.3		
11										
12			Boring Terminated at 11 1/2'							
13										
14										
15										
16										
17										
18										
19										
20										
21										
22										
23										
24										
Pacific Crest Engineering Inc. 444 Airport Blvd., Suite 106 Watsonville, CA 95076			Log of Test Borings FORA Road Improvements Seaside, California				Figure No. 35 Project No. 03102 Date: 02/26/04			

Attachment (b)

Pacific Crest Engineering Inc.



www.4pacific-crest.com

Geotechnical Group
444 Airport Blvd, Suite 106
Watsonville, CA 95076
Phone: 831-722-9446
Fax: 831-722-9158

Chemical Process Group
195 Aviation Way, Suite 203
Watsonville, CA 95076
Phone: 831-763-6191
Fax: 831-763-6195

March 22, 2004

Project No. 03102-M242-E11

Creegan and D'Angelo
225 H Cannery Row
Monterey, CA 93940

Attention: Mr. Mike Bittner

Subject: Addendum No.1 to Geotechnical Investigation
Estimate of Percolation Rate of Subsurface Soils
General Jim Moore Boulevard and Eucalyptus Road
Seaside, California

Dear Mr. Bittner,

This letter has been written as an addendum to our Geotechnical Investigation dated February 26, 2004. We have been requested to provide our professional opinion regarding the percolation characteristics of the subsurface soils. Based on the fine to medium grained sands with various amounts of silt encountered in the 25 test borings performed for our study, it is our opinion that a conservative estimate of the percolation rate would be 1 inch per hour.

It should be noted that performance of an on-site percolation test was beyond the scope of our work, and could be provided if a more detailed or precise estimate is required for project design.

Sincerely,

PACIFIC CREST ENGINEERING INC.

Michael D. Kleames, G.E.
President\Principal Geotechnical Engineer
G.E. 2204
Exp. 3/31/06



Attachment (c)



444 Airport Blvd, Suite 106
Watsonville, CA 95076
Phone: 831-722-9446
Fax: 831-722-9158

May 20, 2004
Revised September 26, 2008

Project No. 03102.01-M242-E11

Cregan + D' Angelo
225H Cannery Row
Monterey, CA 93940

Attention: Mr. David Legget, P.E.
Subject: Percolation Test Results
General Jim Moore Boulevard and Eucalyptus Road
Seaside, California

Dear Mr. Legget,

In accordance with your authorization, we have performed percolation testing along General Jim Moore Boulevard and Eucalyptus Road located in Seaside, California.

This letter presents our results for the percolation tests. Also presented with this letter is a site plan showing the locations of percolation test borings located on Figures 2, 3, and 4, boring logs located on Figures 6 through 20 and percolation test results located on Tables 1 through 5 (pages 23 through 27).

FIELD INVESTIGATION

Soil Borings

Within Boring No.'s 2 through 15 we encountered subsurface soil which consisted of damp to moist sand, with varying amounts of silt. Boring No. 1 encountered moist clayey sand.

No free groundwater was encountered within the percolation test borings advanced to the maximum depth explored of 10 feet.

Percolation Test

Ten percolation test borings were advanced along General Jim Moore Boulevard and five along Eucalyptus Road to a depth of ten feet. These test borings were completed on April 13 and 16.

The percolation test borings were pre-saturated on April 13 and 16, 2004. The actual percolation tests were performed on April 14 and 16, 2004. We were unable to conduct the percolation tests over a 4 hour period due to the native soil properties which produced very fast percolation rates within the test borings.

The purpose of the percolation tests was to observe the percolation rate of the surface and subsurface soils. The test approximates the horizontal component of flow through soils by sidewall absorption and is therefore relevant to leach field and retention basin systems designed to discharge water to subsurface soils.

PERCOLATION TEST RESULTS

Refer to Tables 1 through 5 for Percolation Test Results located within the Appendix. Locations and final percolation test results, with a safety factor of 100, can be found on the Site Plan Showing Percolation Test Borings (Figures 2 through 4).

General Jim Moore Boulevard

Percolation test Boring No.'s 1 through 10 had final percolation rates varying from 0.04 to 1.39 minutes per inch with an **average value** of 0.20 minutes per inch (or 300 inches per hour).

Based on these results, we recommend a design percolation rate of 15 inches per hour (or a design Safety Factor of at least 20 or higher).

Eucalyptus Road

The five test borings along Eucalyptus had final percolation rates varying from 0.04 to 0.07 minutes per inch with an **average value** of 0.06 (or 1,000 inches per hour).

Based on these results, we recommend a design percolation rate of 15 inches per hour (or a design Safety Factor of at least 20 or higher).

It is our opinion the design percolation rate will apply to the infiltration basins shown in the August 18, 2008 project drawings by Creegan + D'Angelo

Should you have any questions concerning this letter please do not hesitate to contact our office. We can be reached at 831-722-9446.

Very truly yours,

PACIFIC CREST ENGINEERING INC.

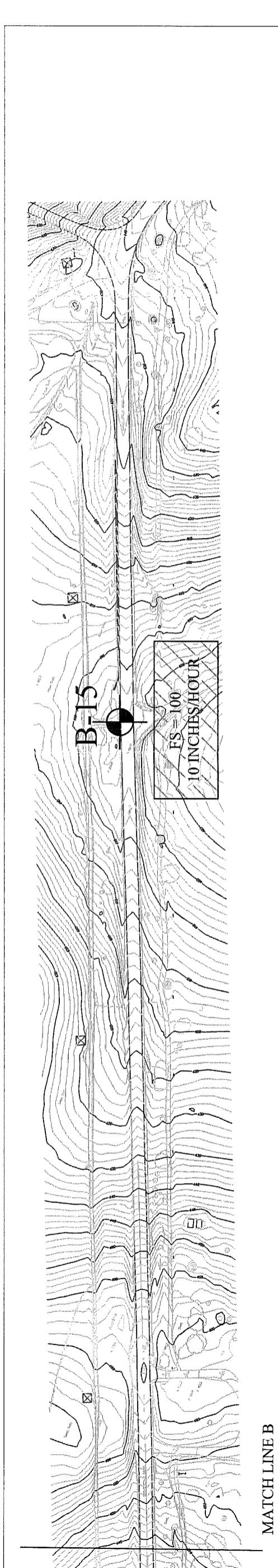
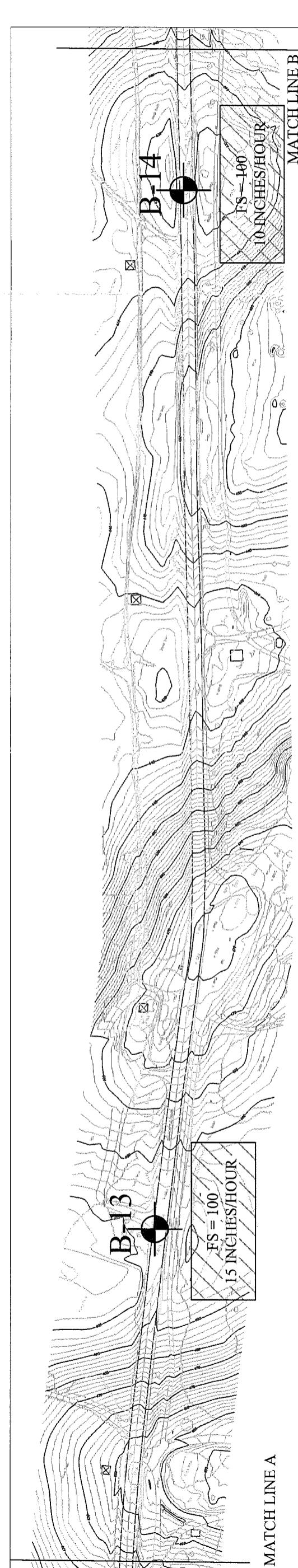
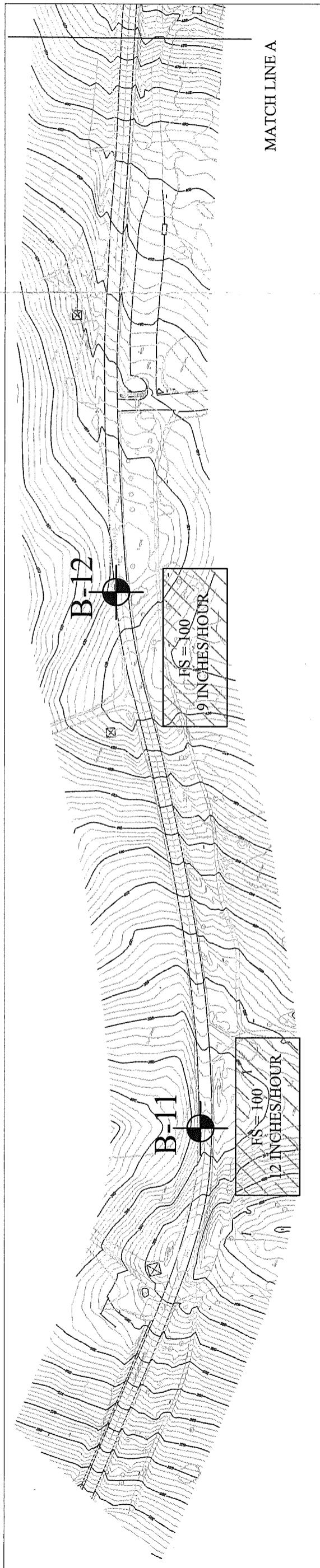


Michael D. Kleames, GE

President\Principal Geotechnical Engineer
GE 2204

Expires 3/31/10

Copies: 3 to Creegan and D'Angelo



GRAPHIC SCALE: 1"=200'
100' 200' 400'
○ = APPROXIMATE LOCATION OF PERCOLATION TEST BORING
BASE MAP FROM CREEGAN AND D'ANGELO

EUCALYPTUS ROAD

LOGGED BY <u>DE</u> DATE DRILLED <u>04/13/04</u> BORING DIAMETER <u>6" SS</u> BORING NO. <u>11</u>								
Depth (feet)	Sample No. and Type	Soil Description	Unified Soil Classification	SPT "N" Value	Plasticity Index	Dry Density (pcf)	Moisture % of Dry Wt.	Misc. Lab Results
1		2" AC, 10" Baserock						
2		Yellowish brown SAND, fine grained sand, damp	SP					
3								
4								
5								
6								
7	11-1 B							
8								
9								
10		Boring Terminated at 10'						
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
21								
22								
23								
24								
Pacific Crest Engineering Inc. 444 Airport Blvd., Suite 106 Watsonville, CA 95076			Log of Test Borings FORA Road Improvements Seaside, California			Figure No. 16 Project No. 03102.01 Date: 05/20/04		

LOGGED BY <u>DE</u> DATE DRILLED <u>04/13/04</u> BORING DIAMETER <u>6" SS</u> BORING NO. <u>12</u>								
Depth (feet)	Sample No. and Type	Soil Description	Unified Soil Classification	SPT "N" Value	Plasticity Index	Dry Density (pcf)	Moisture % of Dry Wt.	Misc. Lab Results
1		1" AC, 4" Baserock						
2		Dark yellowish brown SAND with silt, fine grained sand, damp	SP					
3								
4								
5								
6								
7								
8								
9								
10		Boring Terminated at 10'						
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
21								
22								
23								
24								
Pacific Crest Engineering Inc. 444 Airport Blvd., Suite 106 Watsonville, CA 95076			Log of Test Borings FORA Road Improvements Seaside, California			Figure No. 17 Project No. 03102.01 Date: 05/20/04		

LOGGED BY DE DATE DRILLED 04/13/04 BORING DIAMETER 6" ss BORING NO. 13

Depth (feet)	Sample No. and Type	Symbol	Soil Description	Unified Soil Classification	SPT "N" Value	Plasticity Index	Dry Density (pcf)	Moisture % of Dry Wt.	Misc. Lab Results
1			Yellowish brown SAND with silt, fine grained sand, damp	SP					
2									
3									
4									
5									
6									
7									
8									
9									
10			Boring Terminated at 10'						
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									
21									
22									
23									
24									

LOGGED BY <u>DE</u> DATE DRILLED <u>04/13/04</u> BORING DIAMETER <u>6" SS</u> BORING NO. <u>14</u>								
Depth (feet)	Sample No. and Type	Soil Description	Unified Soil Classification	SPT "N" Value	Plasticity Index	Dry Density (pcf)	Moisture % of Dry Wt.	Misc. Lab Results
		2" AC, 4" Baserock						
1		Yellowish brown SAND, fine grained sand, damp	SP					
2								
3								
4								
5	14-1							
6	B							
7								
8								
9								
10		Boring Terminated at 10'						
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
21								
22								
23								
24								
Pacific Crest Engineering Inc. 444 Airport Blvd., Suite 106 Watsonville, CA 95076			Log of Test Borings FORA Road Improvements Seaside, California			Figure No. 19 Project No. 03102.01 Date: 05/20/04		

LOGGED BY <u>DE</u> DATE DRILLED <u>04/16/04</u> BORING DIAMETER <u>4"</u> HA BORING NO. <u>15</u>								
Depth (feet)	Sample No. and Type	Soil Description	Unified Soil Classification	SPT "N" Value	Plasticity Index	Dry Density (pcf)	Moisture % of Dry Wt.	Misc. Lab Results
1		Yellowish brown Silty SAND, fine grained sand, very damp	SM					
2								
3								
4								
5								
6								
15-1 B		Yellowish brown SAND, fine grained sand, very damp	SM					
7								
8								
9								
10		Boring Terminated at 10'						
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
21								
22								
23								
24								
Pacific Crest Engineering Inc. 444 Airport Blvd., Suite 106 Watsonville, CA 95076			Log of Test Borings FORA Road Improvements Seaside, California			Figure No. 20 Project No. 03102.01 Date: 05/20/04		

Falling Head Percolation Test Results - General Jim Moore Blvd.

BORING #10		DEPTH: 10.00		DATE: 04/14/04		
READING #	WATER DEPTH	REFILLED TO	FALL (inches)	ELAPSED TIME	REAL TIME	FALL (min\inch)
TRIAL 1	0.50	-	-	-	4:05:00 PM	-
	4.50	0.50	48.00	0:02:00	4:07:00 PM	0.04
TRIAL 2	0.50	-	-	-	4:10:00 PM	-
	4.40	0.50	46.80	0:02:00	4:12:00 PM	0.04
TRIAL 3	0.50	-	-	-	4:13:00 PM	-
	4.41	-	46.92	0:02:00	4:15:00 PM	0.04

FINAL PERCOLATION RATE (last hour) = 0.04 min\inch

Falling Head Percolation Test Results - Eucalyptus Road

BORING #11		DEPTH: 10.00		DATE: 04/16/04		
READING #	WATER DEPTH	REFILLED TO	FALL (inches)	ELAPSED TIME	REAL TIME	FALL (min\inch)
TRIAL 1	1.10	-	-	-	9:15:00 AM	-
	8.00	0.40	82.80	0:03:40	9:18:40 AM	0.04
TRIAL 2	0.40	-	-	-	9:20:00 AM	-
	8.20	0.40	93.60	0:04:20	9:24:20 AM	0.05
TRIAL 3	0.40	-	-	-	9:26:00 AM	-
	8.20	-	93.60	0:04:25	9:30:25 AM	0.05

FINAL PERCOLATION RATE (last hour) = 0.05 min\inch

BORING #12		DEPTH: 10.00		DATE: 04/16/04		
READING #	WATER DEPTH	REFILLED TO	FALL (inches)	ELAPSED TIME	REAL TIME	FALL (min\inch)
TRIAL 1	0.40	-	-	-	10:50:00 AM	-
	6.51	0.40	73.32	0:05:00	10:55:00 AM	0.07
TRIAL 2	0.40	-	-	-	10:56:00 AM	-
	6.01	0.42	67.32	0:05:00	11:01:00 AM	0.07
TRIAL 3	0.42	-	-	-	11:02:00 AM	-
	6.11	-	68.28	0:05:00	11:07:00 AM	0.07

FINAL PERCOLATION RATE (last hour) = 0.07 min\inch

Falling Head Percolation Test Results - Eucalyptus Road

BORING #13		DEPTH: 10.00		DATE: 04/16/04		
READING #	WATER DEPTH	REFILLED TO	FALL (inches)	ELAPSED TIME	REAL TIME	FALL (min\inch)
TRIAL 1	5.00	-	-	-	12:10:00 PM	-
	9.01	3.00	48.12	0:01:30	12:11:30 PM	0.03
TRIAL 2	3.00	-	-	-	12:12:00 PM	-
	7.81	3.00	57.72	0:02:00	12:14:00 PM	0.03
TRIAL 2	3.00	-	-	-	12:15:00 PM	-
	7.71	-	56.52	0:02:00	12:17:00 PM	0.04

FINAL PERCOLATION RATE (last hour) = 0.04 min\inch

BORING #14		DEPTH: 10.00		DATE: 04/16/04		
READING #	WATER DEPTH	REFILLED TO	FALL (inches)	ELAPSED TIME	REAL TIME	FALL (min\inch)
TRIAL 1	3.50	-	-	-	12:35:00 PM	-
	7.91	3.50	52.92	0:03:00	12:38:00 PM	0.06
TRIAL 2	3.50	-	-	-	12:40:00 PM	-
	7.81	3.50	51.72	0:03:00	12:43:00 PM	0.06
TRIAL 3	3.50	-	-	-	12:45:00 PM	-
	7.81	-	51.72	0:03:00	12:48:00 PM	0.06

FINAL PERCOLATION RATE (last hour) = 0.06 min\inch

BORING #15		DEPTH: 10.00		DATE: 04/16/04		
READING #	WATER DEPTH	REFILLED TO	FALL (inches)	ELAPSED TIME	REAL TIME	FALL (min\inch)
TRIAL 1	3.20	-	-	-	2:10:00 PM	-
	8.04	3.00	58.08	0:03:00	2:13:00 PM	0.05
TRIAL 2	3.00	-	-	-	2:15:00 PM	-
	8.52	3.00	66.24	0:04:00	2:19:00 PM	0.06
TRIAL 3	3.00	-	-	-	2:20:00 PM	-
	8.51	-	66.12	0:04:00	2:24:00 PM	0.06

FINAL PERCOLATION RATE (last hour) = 0.06 min\inch

PACIFIC CREST ENGINEERING INC.	PERCOLATION TEST RESULTS FORA ROAD IMPROVEMENTS SEASIDE, CALIFORNIA	TABLE 5 PROJECT NO. 03102.01 DATE: 05/20/04
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Attachment (d)

ABBREVIATIONS

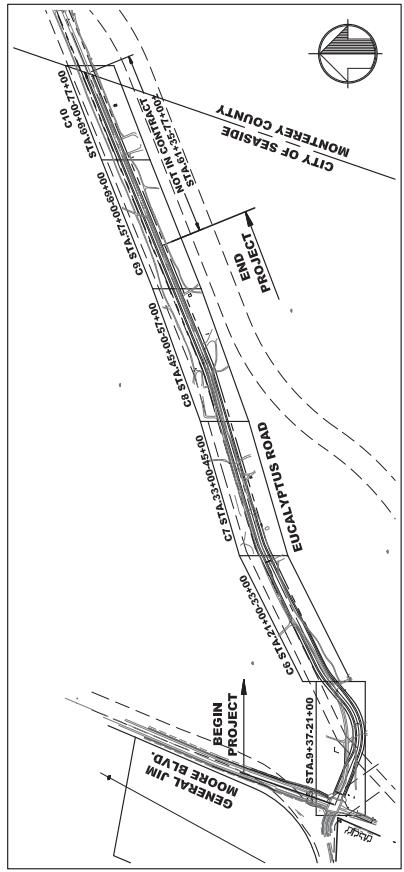
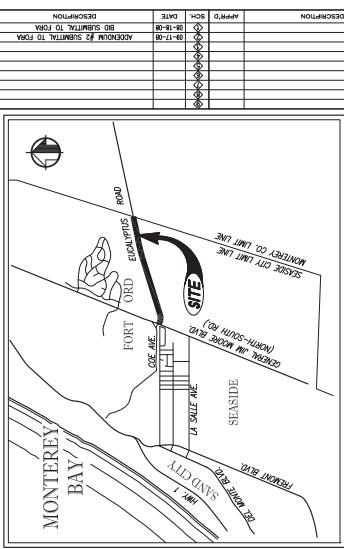
EUCALPYTUS ROAD
FORT ORD REUSE AUTHORITY
CITY OF SEASIDE, MONTEREY COUNTY, CALIFORNIA
PHASE I
GRADING, DRAINAGE, AND EROSION CONTROL

LEGEND
 BOUNDARY LINE/ROW
 PROPERTY LINE/STREET R.
 CONTROL LINE/CENTER L.
 EASEMENT (ROUTE AND)
 UTILITIES (AS NOTED)
 S.S. 80TH / 50TH (AS NOTED)
 S.C. 80TH (AS NOTED)
 E.J. ELECTRICAL TOWER
 U.P. UTILITY/POWER POLE
 M.J. MAJOR CONTOUR
 M.M. MINOR CONTOUR
 N.M. MAJOR CONTOUR
 N.M. MINOR CONTOUR
 S.D. STORM DRAIN AND
 CATCH BASIN

FEET CONTROL, GENERAL NOTES AND
POSITION SYSTEM AND DETAILS
ECTIONS AND DETAILS

US RD. - PLAN & PROFILE (STA.
US RD. - PLAN & PROFILE (STA.

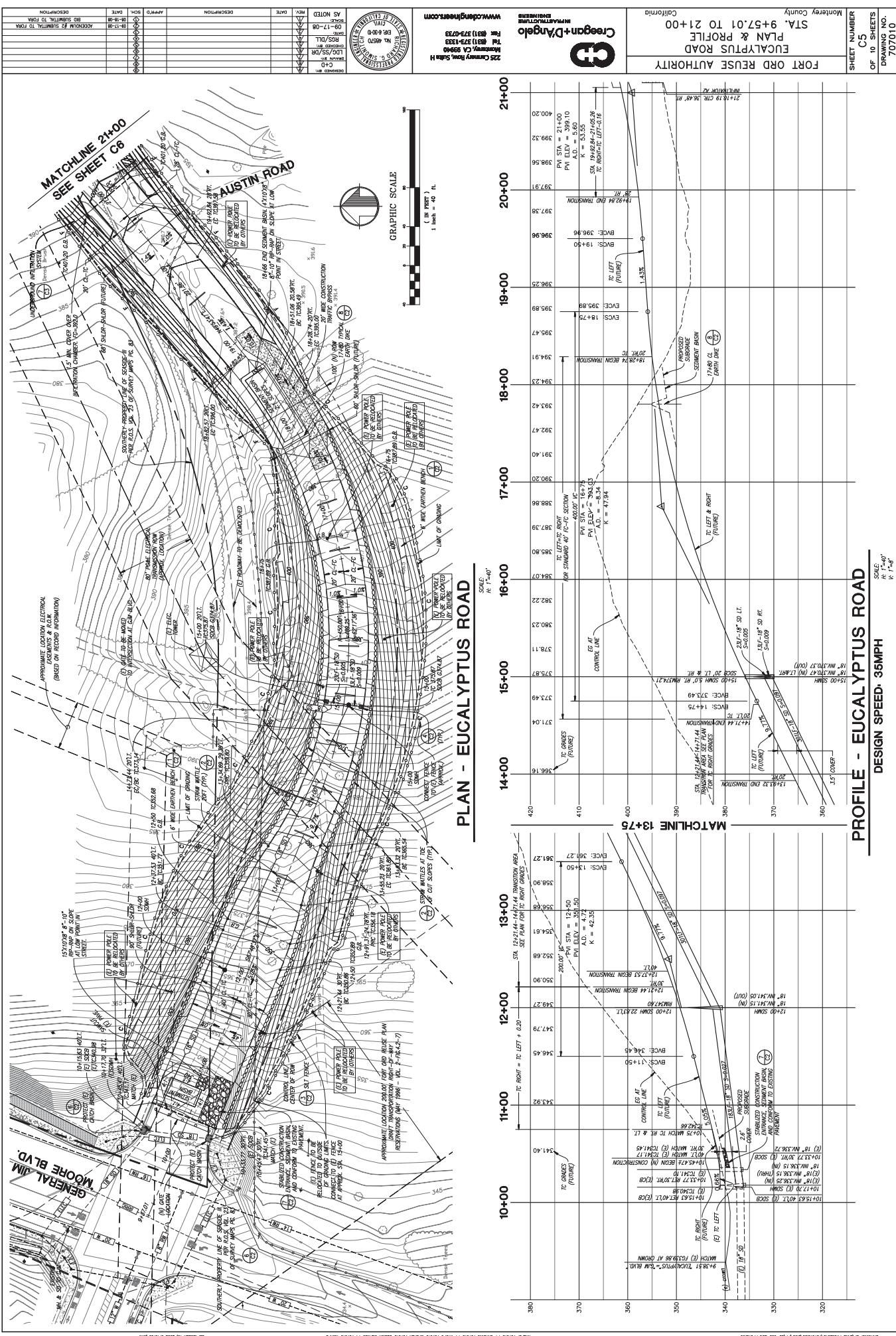
RT ORD REUSE AUTHORITY
 EUCALYPTUS ROAD
 COVER SHEET
 California
 County

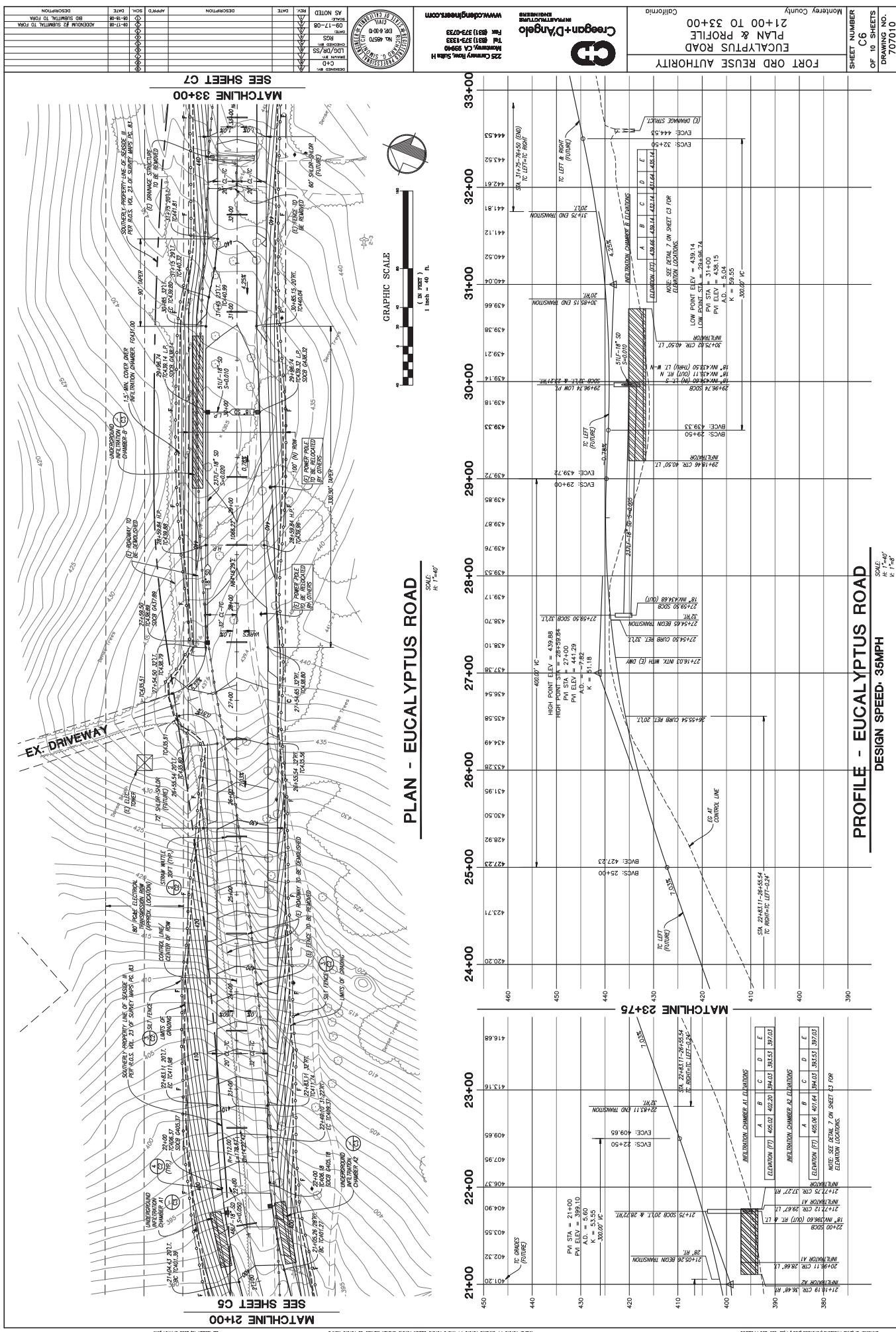


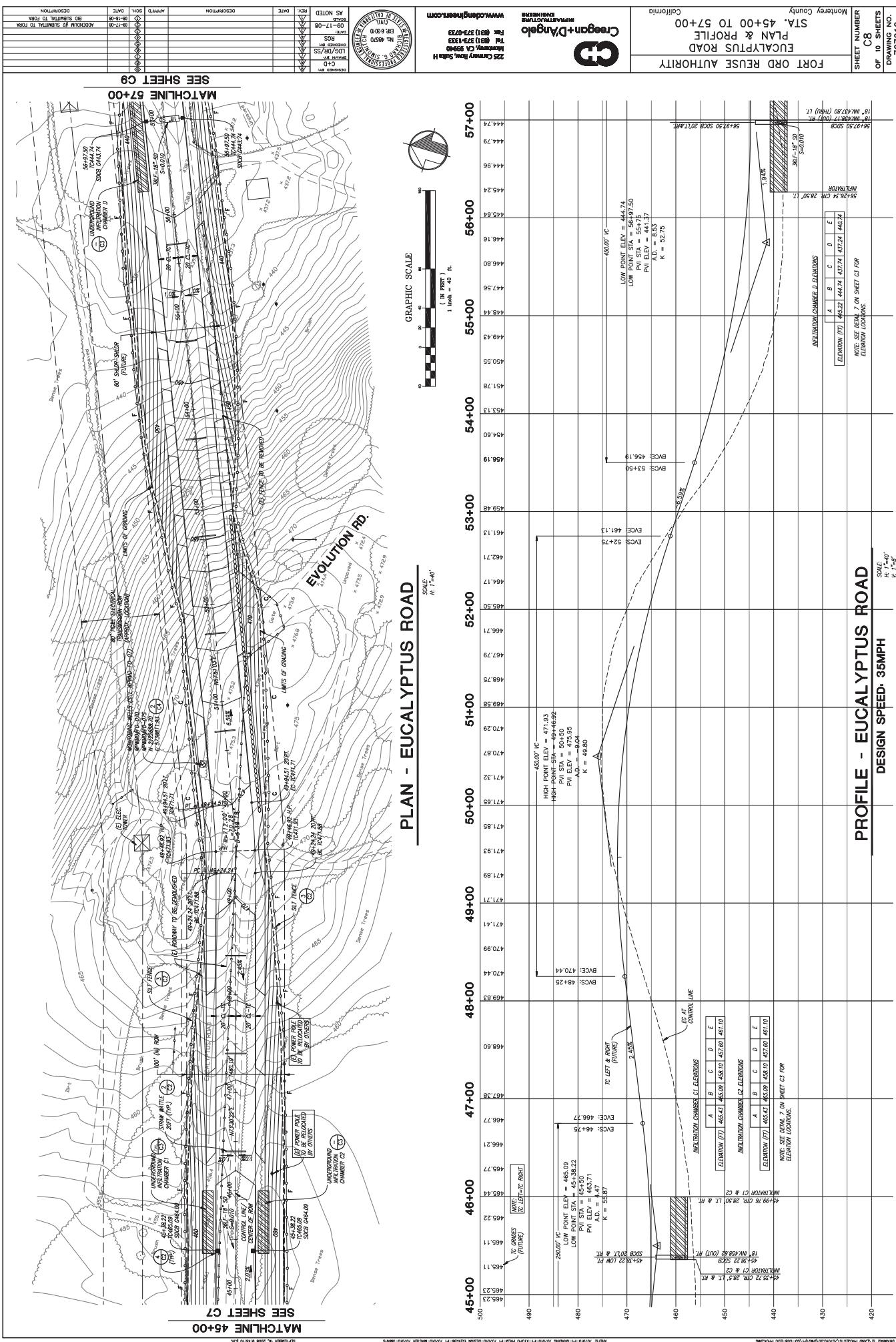
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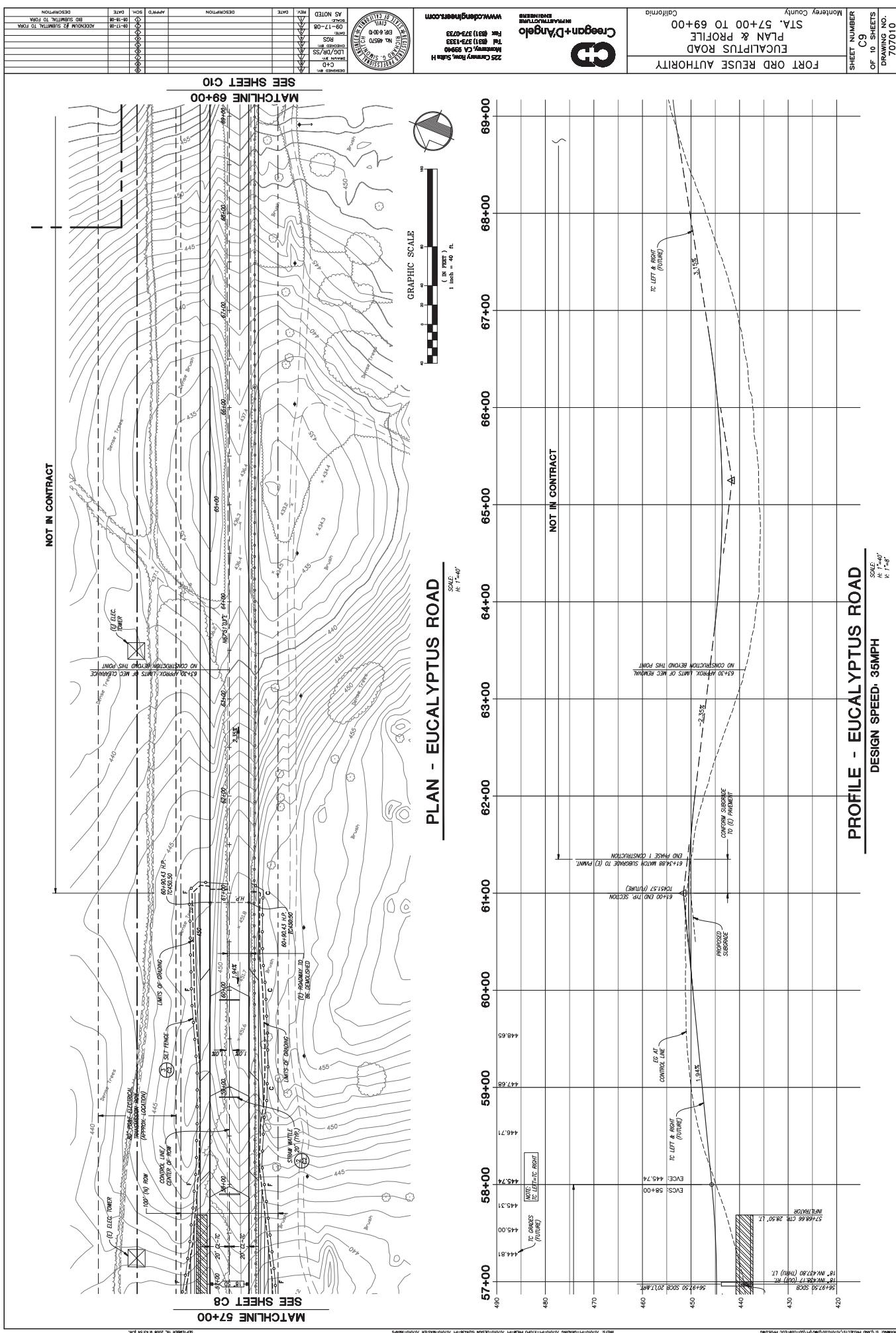
CITY OF SEASIDE

APPROVED: TM O'HALLORAN, P.E.









Attachment (e)
No Document

Attachment (f)



444 Airport Blvd, Suite 106
Watsonville, CA 95076
Phone: 831-722-9446
Fax: 831-722-9158

April 28, 2009

Project No. 03102-M242-E11

Creegan and D'Angelo
225-H Cannery Row
Monterey, CA 93940

Attention: Mr. David Leggett

Subject: **EARTHWORK OBSERVATION & TESTING REPORT #1**
General Jim Moore Boulevard and Eucalyptus Road
Seaside, California

Dear Mr. Leggett,

As requested, our firm is performing the geotechnical engineering observation and testing services for the subject project.

As of April 17, 2009, testing has been performed on the engineered fill for both General Jim Moore Boulevard and Eucalyptus Road. Compaction tests performed on the engineered fill of General Jim Moore Boulevard include keyways, fill areas, infiltration systems, sanitary sewer crossings, and slope repairs due to the grading contractor having to cut into the east side slopes in order to adequately perform portions of the sanitary sewer work. Compaction tests of Eucalyptus Road include keyways, fill areas, infiltration systems, and storm drain. With the exception of the infiltration system and storm drain backfill of Eucalyptus Road and the sanitary sewer crossings and slope repairs of General Jim Moore Boulevard, compaction tests remain ongoing. All passing tests show minimum compaction values of 90% or 95% based on a comparison of the dry density of the soil in the field to the maximum dry density obtained from a laboratory test run in accordance with ASTM #D1557-78 Test Procedure. Field density tests were performed in accordance with the ASTM #D2922 Test Procedure. The field test results indicate that adequate compaction was achieved. Please refer to our Geotechnical Investigation dated February 2004.

Summarized in Tables I and II are the results of the laboratory and field density tests respectively. The test locations are general descriptions relative to existing grades, information provided by the contractor and/or available field stakes at the time of testing. We provide no warranty, either expressed or implied, concerning accuracy of these grades.

These results are valid as of the test dates noted. However, excess rain, ponded water, grading without observation, or site disturbance may result in changes to the in-place densities and the relative dry densities.

Testing and observation remains on-going. We will await notification by a representative of your firm or the grading contractor to provide additional testing services as the work progresses.

Should you have any questions regarding test results, please contact our office. We can be reached at (831) 722-9446.

Very truly yours,

PACIFIC CREST ENGINEERING INC.



Michael D. Kleames, G.E.
President\Principal Geotechnical Engineer
G.E. 2204
Exp. 3/31/10

Enclosure (Tables I and II)
Copies: 3 to Creegan and D'Angelo
1 to FORA

TABLE I
Summary of Laboratory Test Results

EUCALYPTUS ROAD

Sample No.	Description	Maximum Dry Density (p.c.f.)	Optimum Moisture Content (%)
1	Brown and medium brown Silty SAND	111.3	10.2
2	Brown Silty SAND with gravels 2" and less	123.4	8.8
3	Tan and light brown SAND with gravels 1/4" and less	108.9	10.9
4	Brown and dark brown Silty SAND with small gravels	121.5	10.8
5	Yellowish tan and light tan clean SAND	103.8	12.9
6	Brown and dark brown Silty SAND	112.2	10.3

TABLE II
Summary of Field Density Test Results

Eucalyptus Road - Key and Fill Cuts/Road Section

Test No.	Date	Location & Description	Lift	Moisture Content (%)	Dry Density (p.c.f.)	Compaction (%)	Soil Type & Remarks
1	12/23/2008	S side key & fill sta 55+50	-1'OG	10.3	118.2	95.8	2
2	12/23/2008	N side key & fill	-1'OG	11.6	105.7	95.0	1
3	1/8/2009	SE side fill slope sta 57+10	+2'0OG	8.2	108.9	93.7	2+3
4	1/8/2009	SE side fill slope sta 56+00	+1.5'OG	10.5	116.6	94.5	2
5	1/8/2009	SE side fill slope sta 55+12	+1.5'OG	9.8	117.1	94.9	2
6	1/8/2009	NW side key & fill sta 54+85	2'OG	8.8	124.3	100+	2
7	1/8/2009	NW side key & fill sta 55+80	+3'OG	8.7	118.5	96.0	2
8	1/8/2009	NW side key & fill sta 56+30	+2'OG	9.4	111.9	90.7	2
9	2/18/2009	Eucalyptus Rd N shoulder sta 20+00	+2'OG	11.1	110.3	98.3	6
10	2/18/2009	Eucalyptus Rd cntr sta 21+00	+4'OG	16.7	103.1	99.3	5
11	2/18/2009	Eucalyptus Rd N shoulder sta 22+00	+3'OG	13.6	108.4	97.4	1
12	2/18/2009	Eucalyptus Rd cntr sta 22+50	+3'OG	11.8	108.7	97.7	1
13	2/19/2009	Eucalyptus Rd N side sta 20+50	-4.5'SG	5.4	113.2	97.3	1+4
14	2/19/2009	Eucalyptus Rd N side sta 20+00	-2'SG	12.1	111.9	96.1	1+4
15	2/19/2009	Eucalyptus Rd S side sta 20+50	-3'SG	10.8	113.4	97.4	1+4
16	2/19/2009	Eucalyptus Rd N side sta 21+00	-4'SG	11.2	111.3	95.6	1+4
17	2/19/2009	Eucalyptus Rd cntr sta 21+00	-4'SG	10.3	113.4	97.4	1+4
18	2/19/2009	Eucalyptus Rd S side sta 23+00	+3'OG	9.6	110.0	95.5	3+4
19	2/19/2009	Eucalyptus Rd S side sta 23+00	+2'OG	8.0	109.9	95.4	3+4
20	2/19/2009	Eucalyptus Rd S side sta 19+00	+3.5'OG	9.1	111.5	96.8	3+4
21	2/20/2009	Eucalyptus Rd N side sta 23+00	-4.5'SG	7.4	113.3	98.4	3+4

Test No.	Date	Location & Description	Lift	Moisture Content (%)	Dry Density (p.c.f.)	Compaction (%)	Soil Type & Remarks
22	2/20/2009	Eucalyptus Rd S side sta 24+50	-4.5' SG	11.3	123.4	100.0	2
23	2/20/2009	Eucalyptus Rd S side sta 19+00	-2' SG	8.2	110.4	95.8	6
24	2/20/2009	Eucalyptus Rd cntr sta 21+00	-2' SG	7.7	112.2	97.4	3+4
25	2/20/2009	Eucalyptus Rd N side sta 20+00	-2' SG	11.1	110.9	98.8	6
26	2/20/2009	Eucalyptus Rd S side sta 21+00	-2' SG	7.9	109.9	97.9	6
27	3/2/2009	Eucalyptus Rd N side sta 25+00	-2.5' SG	10.2	106.5	97.8	3
28	3/2/2009	Eucalyptus Rd N side sta 25+00	-2.5' SG	9.3	105.1	96.5	3
29	3/2/2009	Eucalyptus Rd N side sta 24+50	-2' SG	9.3	108.1	99.3	3
30	3/2/2009	Eucalyptus Rd S side sta 24+00	-2' SG	8.9	107.3	98.5	3
31	3/3/2009	Eucalyptus Rd S side keyway sta 24+00	-1' OG	5.8	107.7	98.9	3
32	3/3/2009	Eucalyptus Rd S side keyway sta 36+00	-1' OG	7.9	105.2	96.6	3
33	3/3/2009	Eucalyptus Rd N side sta 35+00	+1.5' OG	14.3	116.0	95.5	4
34	3/3/2009	Eucalyptus Rd N side sta 37+00	+1.5' OG	11.0	117.7	96.9	4
35	3/4/2009	Eucalyptus Rd S side sta 36+00	-2.5' SG	7.4	112.4	100.2	6
36	3/4/2009	Eucalyptus Rd S side sta 35+00	-2.5' SG	7.2	111.8	99.6	6
37	3/4/2009	Eucalyptus Rd N side sta 32+00	-2' SG	10.0	107.6	95.9	6
38	3/4/2009	Eucalyptus Rd cntr sta 33+00	-2' SG	8.6	111.1	99.0	6
39	3/4/2009	Eucalyptus Rd S side sta 33+00	-2.5' SG	8.5	107.3	95.6	6
40	3/4/2009	Eucalyptus Rd cntr sta 34+50	-2' SG	9.3	110.8	98.8	6
41	3/5/2009	Eucalyptus Rd cntr sta 32+50	-2' SG	7.6	107.1	98.3	3
42	3/5/2009	Eucalyptus Rd S side sta 35+00	-2' SG	7.2	106.2	97.5	3
43	3/5/2009	Eucalyptus Rd cntr sta 38+00	-2' SG	10.7	101.7	98.0	5
44	3/5/2009	Eucalyptus Rd N side sta 38+00	-2' SG	11.4	102.8	99.0	5

Test No.	Date	Location & Description	Lift	Moisture Content (%)	Dry Density (p.c.f.)	Compaction (%)	Soil Type & Remarks
45	3/6/2009	Eucalyptus Rd cntr sta 55+00	-5' SG	13.0	112.3	96.4	1+4
46	3/6/2009	Eucalyptus Rd N side sta 54+00	-5' SG	6.4	114.4	98.3	1+4
47	3/6/2009	Eucalyptus Rd S side sta 54+50	-5.5' SG	8.6	113.6	97.6	1+4
48	3/6/2009	Eucalyptus Rd S side sta 56+00	-5' SG	8.2	111.6	95.9	1+4
49	3/6/2009	Eucalyptus Rd N side sta 55+00	-3' SG	9.4	107.7	97.4	3+6
50	3/6/2009	Eucalyptus Rd S side sta 55+00	-3' SG	8.3	107.3	97.0	3+6
51	3/11/2009	Eucalyptus Rd cntr sta 54+00	-2' SG	12.7	112.7	100+	6
52	3/11/2009	Eucalyptus Rd S side shoulder sta 56+00	-2' SG	12.6	110.7	99.0	1+6
53	3/11/2009	Eucalyptus Rd N side shoulder sta 57+00	-2' SG	12.9	111.7	99.9	1+6
54	3/11/2009	Eucalyptus Rd cntr sta 56+00	-2' SG	12.5	104.6	93.6	1+6
55	3/11/2009	Eucalyptus Rd cntr sta 54+00	-2' SG	12.7	106.7	95.4	1+6
56	3/11/2009	Eucalyptus Rd S side sta 54+00	-2' SG	12.0	111.5	99.7	1+6
57	3/11/2009	S side Eucalyptus Rd sta 47+00	-7' SG	8.3	106.3	97.6	3
58	3/11/2009	S side Eucalyptus Rd sta 46+00	-8' SG	11.8	100.3	94.3	3+5
59	3/11/2009	S side Eucalyptus Rd sta 45+00	-7' SG	11.5	102.5	96.3	3+5
60	3/11/2009	N side Eucalyptus Rd sta 46+00	-7' SG	11.3	107.2	100+	1+3+5
61	3/11/2009	Nr cntr Eucalyptus Rd sta 44+50	-8' SG	10.6	103.3	95.6	1+3+5
62	3/11/2009	N side Eucalyptus Rd sta 47+00	-7' SG	9.1	112.3	100+	1+6

Attachment (g)

CONSTRUCTION CHANGE ORDER

Change Order Number:
Change Order Date:
Contract Date:

008 Sch B & C
August 18, 2009
October 27, 2008

(2)

FORT ORD REUSE AUTHORITY GENERAL JIM MOORE BOULEVARD – PHASE IV EUCALYPTUS ROAD – PHASE I

Contractor: Raminha Construction, Inc.

ADDITIONAL WORK ADJUSTMENT:

The following WORK ADJUSTMENTS to the Work of the Contract are hereby ordered and are included under the terms of the CONTRACT AGREEMENT as though this WORK were a portion of the original CONTRACT AGREEMENT. All terms and conditions of the original CONTRACT AGREEMENT apply to this WORK ADJUSTMENT as they apply to the original CONTRACT AGREEMENT.

SCHEDULE B

STORM WATER INFILTRATION CHAMBER C:

The Contractor is supply all materials for installation of Storm Water Infiltration Chamber C1 and C2 and is to stock pile such materials with the construction site without installation of the chambers. The stock plied materials shall include the various parts of the infiltration chambers, 18" RCP Class IV pipe, Concrete catch basin and $\frac{3}{4}$ inch drain rock. The payment due the Contractor for these line items of Schedule B shall be adjusted as follows:

Catch Basin – Reduce from \$26,000.00 to \$22,941.30
18" RCP Storm Drain Cl IV – Reduce from \$29,715.00 to \$27,020.00
Underground Disposal – Sta 45+38 Infiltration Chamber C1 –
Reduce from \$17,500.00 to \$10,325.13
Underground Disposal - Sta 45+38 Infiltration Chamber C2 –
Reduce from \$17,500.00 to \$10,325.13

Net Reduction (\$20,103.44)

Drain Rock in Place – Increase from \$3,000.00 to \$16,670.80

Net Increase \$13,670.80

Gross Adjustment to Schedule B is a Reduction of (\$6,432.64)

SCHEDULE C

POTABLE WATER PIPELINE:

At the instruction of Marina Coast Water District (MCWD) the Contractor is to leave the completed, disinfected and pressure tested potable water pipeline filled with potable water at the expense of MCWD. Contractor has paid for the water, required to meet this instruction, as a delivery through the construction water meter and is to be reimbursed by MCWD.

Total Adjustment to Schedule C is an Increase of \$1,500.00

CHANGES TO THE CONTRACT – SCHEDULE B

Original CONTRACT SCHEDULE PRICE: \$453,295.00
Revised CONTRACT PRICE by Prior CHANGE ORDERS: \$538,537.76
The CONTRACT PRICE due to this CHANGE ORDER will DECREASE: \$6,432.64
The new CONTRACT PRICE including this CHANGE ORDER is: \$532,105.12
The DATE FOR COMPLETION of all WORK remains August 7, 2009

CHANGES TO THE CONTRACT – SCHEDULE C

Original CONTRACT SCHEDULE PRICE: \$2,315,045.00
Revised CONTRACT PRICE by Prior CHANGE ORDERS: \$2,690,254.29
The CONTRACT PRICE due to this CHANGE ORDER will INCREASE: \$1,500.00
The new CONTRACT PRICE including this CHANGE ORDER is: \$2,691,754.29
The DATE FOR COMPLETION of all WORK remains August 7, 2009

Recommended by:  Date: 8/24/09
Fort Ord Reuse Authority

Approved by:  Date: 8/24/09
Fort Ord Reuse Authority

Approved by: _____ Date: _____
Marina Coast Water District

Accepted by: _____ Date: _____
Raminha Construction, Inc.

Ordered by: _____ Date: _____
Fort Ord Reuse Authority

Attachment (h)



TOP GRADE CONSTRUCTION

50 Contractors Street, Livermore, California 94551 (925) 449-5764 FAX (925) 449-5875

March 16, 2010

Fort Ord Re-Use Authority
100 12th Street Building 2880
Marina, CA 93933

LTO-016

Attn: Jim Arnold
Senior Project Manager

Re: General Jim Moore Blvd Phase V / Eucalyptus Rd Phase 2
EDA Award No. 07-79-73004; TGC Job No. 29-100
Additional Infiltration Chamber Rock COR

Dear Mr. Arnold,

Top Grade Construction is requesting a change order due to the quantity shortage of filter rock (Schedule A-1, Bid Item 32) in the Contract. If you will refer to Specification Volume 1, Section 01025 (Measurement and Payment), Page 7, Bid Item No. 32, you will note that the filter rock surrounding the infiltration basin systems is to be paid by the square foot. The quantity reflected in the contract is based on the quantity included in the bid form, which was generated by the Owner. The quantity of filter rock included in the contract is only enough to complete one of the three infiltration basin systems.

The 3,843 SF of filter rock in the contract is precisely the quantity needed for Infiltration Chamber A at 18+22' of General Jim Moore Blvd (Sched. A-1, Item 33). At 183' x 21', this area requires exactly 3,843 SF of rock. This leaves no rock for the other two infiltration basin items.

Infiltration Basin B at Broadway (Sched. A-1, Item 37) requires 840 SF of rock (40'x21') and Infiltration Basins C1 & C2 at Eucalyptus (Sched. A-2, Item 21) requires 1,408 SF of rock (64'x11'x2ea). At the contract unit price of \$12.50/SF, the required Contract adjustment is as follows:

Add to Schedule A-1	840SF @ \$12.50/SF	\$10,500.00
Add to Schedule A-2	1,408SF @ \$12.50/SF	\$17,600.00
TOTAL ADD FOR FILTER ROCK		\$28,100.00

Please issue a Contract Change Order for the additional filter rock in the amount of \$28,100.00

Should you have questions or comments on this matter, please contact me at (925) 260-0182.

Very Truly Yours,
TOP GRADE CONSTRUCTION, INC.

Dennis Frantzen
Project Engineer, Public Works
xc: Owner File

CONSTRUCTION CHANGE ORDER

(1)

CCO Number: 006 Sch.A1 & A2
CCO Date: March 31, 2010
Contract Date: December 15, 2009

FORT ORD REUSE AUTHORITY INFRASTRUCTURE IMPROVEMENTS EDA AWARD NUMBER NO. 07-79-73004 GENERAL JIM MOORE BOULEVARD PHASE V and EUCALYPTUS ROAD PHASE II

Contractor: Top Grade Construction, Inc.

ADDITIONAL WORK ADJUSTMENT

The following ADJUSTMENTS to the WORK of the Contract are hereby ordered and are included under the terms of the CONTRACT AGREEMENT as though this WORK were a portion of the original CONTRACT AGREEMENT. All terms and conditions of the original CONTRACT AGREEMENT apply to this WORK ADJUSTMENT as they apply to the original WORK of the CONTRACT AGREEMENT.

DRAIN ROCK AT STORM WATER PERCOLATION CHAMBERS

The storm water percolation chambers require bedding and back fill in size specific drain rock. The drain rock required to bed and back fill three of the five storm water percolation chambers to be constructed in Schedules A1 and A2 was not included in the total quantity of drain rock presented in the Bid Schedule for construction Schedules A1 and A2 and is an additional material cost for construction of these percolation chambers. A quantity of acceptable drain rock was stored on site, during an earlier phase of construction, and was incorporated into the current phase of construction.

Drain Rock Schedule A1

Supply and install 840 SF of Drain Rock at \$12.50 per SF = \$10,500 less \$4,356 value of Drain Rock available on site = \$6,144

Amount of Increase: \$6,144.00
Time Increase: 0 calendar days

Drain Rock Schedule A2

Supply and install 1,408 SF of Drain Rock at \$12.50 per SF = \$17,600 less \$7,301 value of Drain Rock available on site = \$10,299

Amount of Increase: \$10,299.00
Time Increase: 0 calendar days

SUBSTITUTION OF OFFICE SPACE FOR JOB SITE TRAILER

At the Contractor's request Top Grade Construction, Inc. has rented space in office facilities on the former Fort Ord in lieu of moving in a job site construction trailer with temporary utility installations. The substitution has yielded a savings for the Contractor and a reduction in the contract amount. The savings is distributed to Schedules A1 and A2 on the ratio of the value of the two Schedules compared to the total of the two Schedules.

Schedule A1

82% of \$3,876.00

Amount of Reduction: \$3,178.32
Time Increase: 0 calendar days

Schedule A2

18% of \$3,876.00

Amount of Reduction: \$697.68
Time Increase: 0 calendar days

CHANGES TO THE CONTRACT – SCHEDULE A1

Original CONTRACT SCHEDULE PRICE: \$4,439,439.15

Revised CONTRACT PRICE by prior CHANGE ORDERS: \$4,637,516.27

The CONTRACT PRICE due to this CHANGE ORDER will increase: \$2,965.68

The new CONTRACT PRICE including this CHANGE ORDER is: \$4,640,481.95

CHANGES TO THE CONTRACT – SCHEDULE A2

Original CONTRACT SCHEDULE PRICE: \$ 829,938.15

Revised CONTRACT PRICE by prior CHANGE ORDERS: \$1,017,203.92

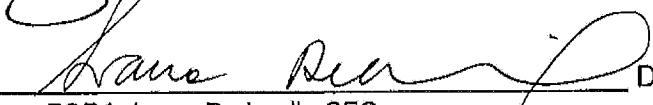
The CONTRACT PRICE due to this CHANGE ORDER will increase: \$9,601.32

The new CONTRACT PRICE including this CHANGE ORDER is: \$1,026,805.24

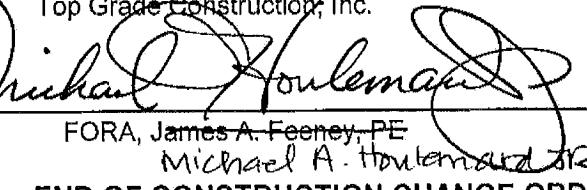
The DATE FOR COMPLETION of all WORK shall be December 21, 2010

Requested by:  Date: 5-10-10
C+D, David Ramirez

Recommended by:  Date: 5/10/10
FORA, James M. Arnold

Reviewed by:  Date: 5-11-10
FORA, Ivana Bednarik, CFO

Accepted by:  Date: 5/17/10
Top Grade Construction, Inc.

Ordered by:  Date: 5/17/10
FORA, James A. Feeney, PE
Michael A. Houleman, SRR

END OF CONSTRUCTION CHANGE ORDER NO. 006

Attachment (i)



444 Airport Blvd, Suite 106
Watsonville, CA 95076
Phone: 831-722-9446
Fax: 831-722-9158

December 9, 2010

RECEIVED

Project No. 03102.06-M242-E11

DEC 14 2010

CREEGAN & D'ANGELO
MONTEREY OFFICE

Creegan + D'Angelo
225H Cannery Row
Monterey, CA 93940

Attention: Mr. Richard Simonitch

Subject: Infiltrator Basin Repair
Eucalyptus Road, Phase II
Seaside, California

Dear Mr. Simonitch,

As you know, three infiltrator basins along Eucalyptus Road had issues with minor slope failures which occurred on the outside face of the road embankment. These failures were located at about Station 30+00 (north side) and Station 45+60 (both north and south sides).

We have developed with your office a recommended repair plan, as shown in the attached figure. This would include placing an enhanced drain system adjacent to the infiltrator basin which can lead subsurface water to the toe of the fill or beyond.

We noticed during our site walk that the fill slopes have a significant number of gopher holes and other animal burrows present. These rodent holes could be part of the reason slope failures occurred in the vicinity of the infiltrator basins. We are recommending the new repair include an overlying layer of aggregate base as a means of reducing the potential for rodents to burrow into the slopes in this area.

We would recommend a long term plan be established for the fill slope areas along both Eucalyptus Road and General Jim Moore Boulevard which would include a way to reduce gopher and other animal burrows and holes from developing within fill slope areas, especially in areas where infiltrator basins are located.

Should you have any questions regarding this letter, please contact our office. We can be reached at (831) 722-9446.

Very truly yours,

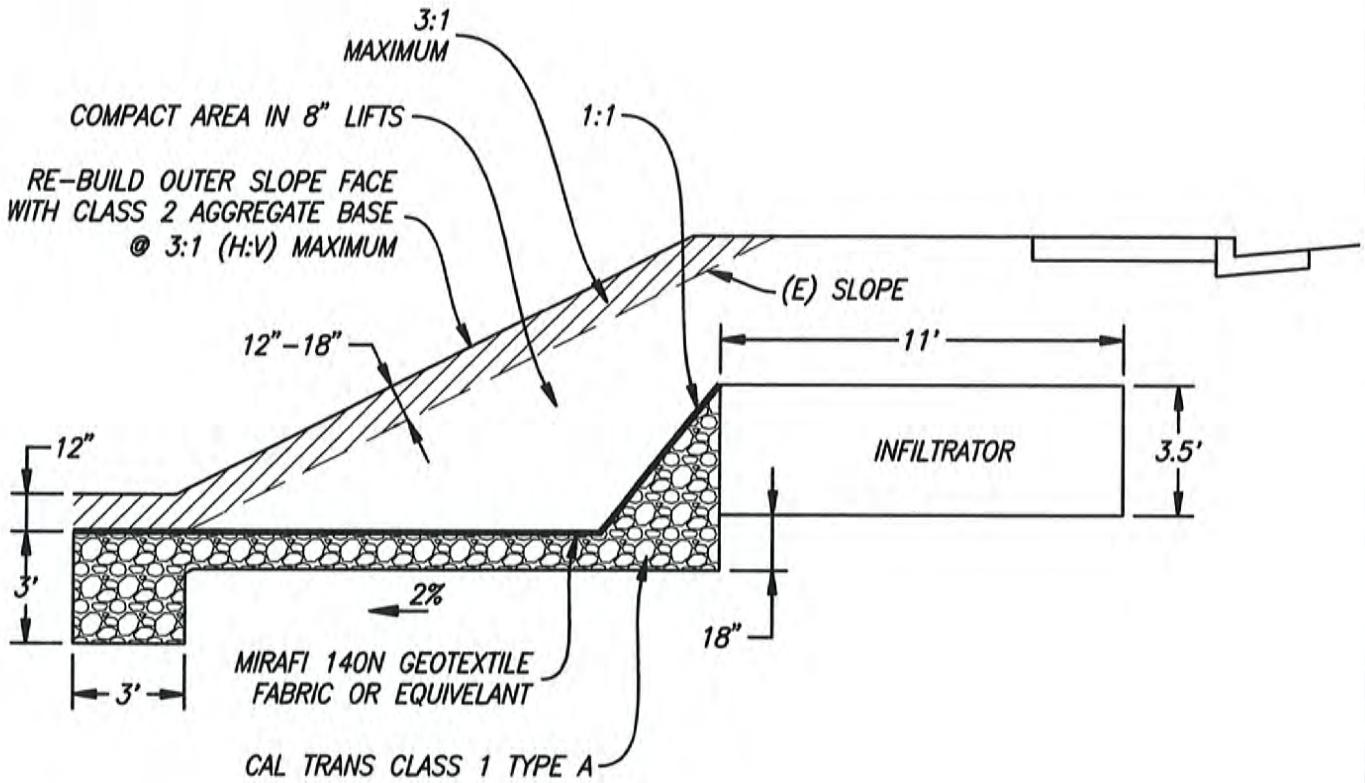
PACIFIC CREST ENGINEERING INC.



Michael D. Kleames, G.E.
Vice-President\Principal Geotechnical Engineer
G.E. 2204
Exp. 3/31/12

Enclosure (C+D Figure)

Copies: 3 to Creegan + D'Angelo



INFILTRATION CHAMBER SLOPE REPAIR

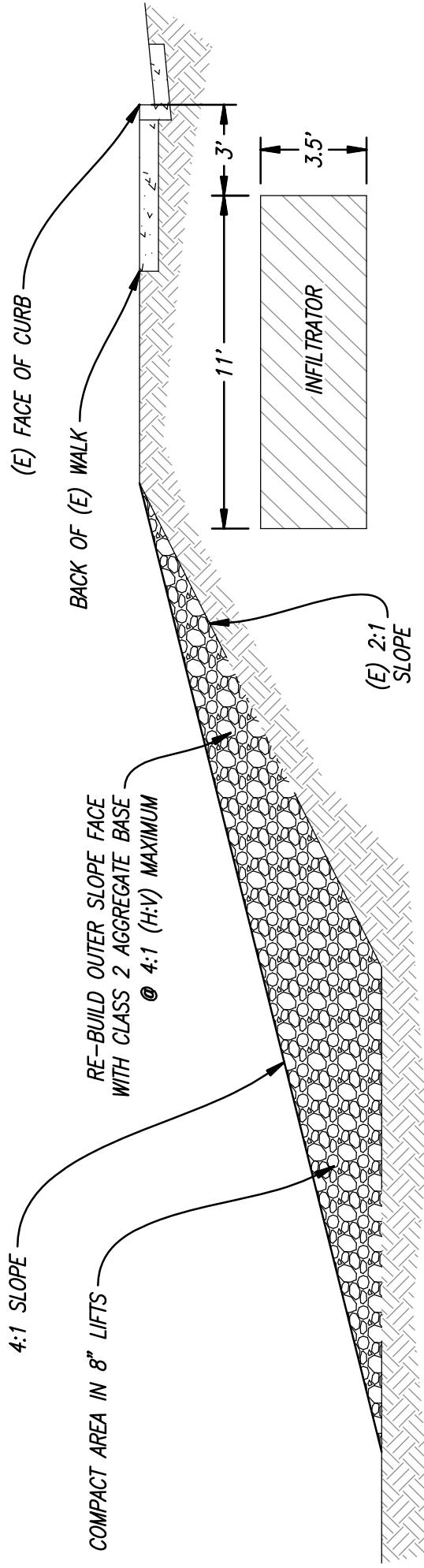
NOTES:

1. THE REPAIR SHALL EXTEND 5' BEYOND EDGE OF CHAMBER ON EACH SIDE IN THE DIRECTION PARALLEL TO ROAD ALIGNMENT.
2. ALL SOIL TO BE COMPACTED TO 95% MINIMUM.

SCALE: 1"=5'

Attachment (j)

707010 EUCALYPTUS ROAD
THIS DETAIL WAS PREPARED BY C+D
ENGINEERS AND PROVIDED TO PACIFIC
CREST ENGINEERING ON 04/04/11



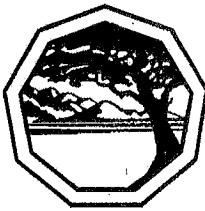
NOTES:

1. THE REPAIR SHALL EXTEND 5' BEYOND EDGE OF CHAMBER ON EACH SIDE IN THE DIRECTION PARALLEL TO ROAD ALIGNMENT.
2. ALL SOIL TO BE COMPACTED TO 95% MINIMUM.

INFILTRATION CHAMBER RETROFIT

1
—
SCALE
H:1"=5'

Attachment (k)



5

FORT ORD REUSE AUTHORITY

100 12TH STREET, BUILDING 2880, MARINA, CALIFORNIA 93933

PHONE: (831) 883-3672 - FAX: (831) 883-3675

WEBSITE: www.fora.org

June 16, 2011

Brian Gates, Chief Operating Officer
Top Grade Construction, Inc.
50 Contractors Street
Livermore, CA 94551

**RE: General Jim Moore Blvd. Phase 5 and Eucalyptus Rd. Phase 2: Completion Project
Executed Contract and Notice to Proceed**

Dear Mr. Gates,

Congratulations! The Fort Ord Reuse Authority ("FORA") Board of Directors authorized a contract award to Top Grade Construction at their June 10, 2011 meeting. The contract signing and pre-construction conference were held on June 13, 2011; a fully executed original agreement is enclosed for your files.

Additionally, we were authorized to issue a Notice to Proceed ("NTP") on June 15, 2011. Two copies of the NTP are enclosed; please sign the Acceptance of Notice on both copies, retain one for your files and send one back to FORA, attention Crissy Maras. You will note that the NTP requires work to commence on or before June 25th and to be complete within 270 calendar days (March 21, 2012).

Our first construction meeting is scheduled for June 30th at 9:00 AM at the FORA office. Please submit the first draft of a CPM schedule by 5:00 PM on June 24th. Prompt submittal assists us in getting the UXO construction support scheduled to be on-site when needed.

If there are any questions regarding the instructions in this letter, please do not hesitate to contact me or Senior Project Manager Jim Arnold via email: crissy@fora.org or jima@fora.org or via phone at 831-883-3672. We look forward to working with Top Grade again to complete this regionally important roadway.

Sincerely,

Crissy Maras

Grants and Project Coordinator

- C: James A. Feeney, PE, FORA Assistant Executive Officer
James M. Arnold, FORA Senior Project Manager
Ivana Bednarik, FORA Controller
Stan Cook, FORA ESCA Program Manager

Encls.

Attachment (l)



RESOURCE MANAGEMENT SERVICES

440 Harcourt Avenue
Seaside, CA 93955

Telephone (831) 899-6825
FAX (831) 899-6211

August 15, 2014

6

RECEIVED

AUG 19 2014

FORA

Jim Arnold
Senior Project Manager
Fort Ord Reuse Authority
920 2nd Avenue, Suite A
Marina, CA 93933

Re: General Jim Moore Boulevard and Eucalyptus Road-Post Construction Device Acceptance

Dear Mr. Arnold:

On February 6, 2014, the City of Seaside conducted a field investigation of the stormwater infiltration devices installed as part of the road widening project along Eucalyptus Road undertaken by the Fort Ord Reuse Authority (FORA). The investigation was conducted by Scott Ottmar with the City of Seaside and Leon Gomez with Creegan + D'Angelo, consultant to the FORA. The inspection revealed two of the infiltration chambers had suffered failure within the fill slope immediately adjacent to the road.

Before the City of Seaside will accept responsibility for the operation and maintenance of the infiltration devices, the City requires an engineering study be completed by a licensed civil engineer or geologist to determine the cause of failure and provide a recommendation to permanently correct the failure. Once the recommended corrective improvements are implemented the City will issue a letter of acceptance. Lastly, prior to acceptance, the City request all silt fence associated with construction of Eucalyptus Road and General Jim Moore Boulevard be removed.

Should you have any questions regarding this matter, please contact me at the number above.

Sincerely,

A handwritten signature in black ink, appearing to read "Tim O'Halloran".

Tim O'Halloran
City Engineer/Public Works Services Manager

Infiltrator Calculations by C+D



Creegan + D'Angelo

General Jim Moore Boulevard & Eucalyptus Road

STORM WATER RETENTION CHAMBER CALCULATION

707007 - 707010

9/24/2008



Creegan+D'Angelo
INFRASTRUCTURE
ENGINEERS

Project MONTEREY COUNTY RETENTION POND

Subject POND STORAGE VOLUME

Job No. _____ Design DR

Date 9-11-08

Checked _____ Sheet 1

CALCULATION FOR MAXIMUM STORAGE VOLUME

(RETENTION POND IN MONTEREY COUNTY PER PLATE 25)

VARIABLES

POND STORAGE IS FOUND BY:

$$\textcircled{1} \quad PS = R - I$$

WHERE

$$R = C i A T \text{ (60s/min)}$$

$$i = \frac{7.75 \cdot F \cdot L}{\sqrt{T}}$$

$$\therefore R = C \left[\frac{7.75FL}{\sqrt{T}} \right] AT \text{ (60s/min)}$$

$$\textcircled{2} * \quad R = 465 CFLAT^{1/2} \text{ (cf)}$$

A = AREA (AC)

B = BASIN AREA (sf)

i = RAINFALL INTENSITY (in/hr)

I = INFILTRATION VOLUME (cf)

PS = POND STORAGE (cf)

PR = PERCOLATION RATE (in/hr)

R = RUNOFF VOLUME (cf)

T = STORM DURATION (min)

F = RAINFALL FREQUENCY

FACTOR (MONTEREY COUNTY PLATE 25)

L = LOCATION FACTOR

(MONTEREY COUNTY PLATE 25)

AND

$$I = \frac{B P_r T}{(60 \text{ min})(12''/\text{ft})} = \frac{B P_r T}{720} \text{ (cf)}$$

$$\textcircled{3} * \quad I = \frac{B P_r T}{720} \text{ (cf)}$$

SUBSTITUTING \textcircled{2} & \textcircled{3} INTO \textcircled{1}

$$\textcircled{4} * \quad PS = 465 CFLAT^{1/2} - \frac{B P_r T}{720}$$

TO FIND MAXIMUM STORAGE TAKE FIRST DERIVATIVE &
SET EQUAL TO ZERO

$$\frac{\partial PS}{\partial T} = \frac{465}{2} CFLAT^{-1/2} - \frac{B P_r}{720} = 0$$

$$\textcircled{5} * \quad T = \left[\frac{167400 CFLA}{B P_r} \right]^2 = \text{TIME TO MAXIMUM STORAGE.}$$

SUBSTITUTE \textcircled{5} INTO \textcircled{4} TO GET
STORAGE VOLUME



Creegan+D'Angelo
INFRASTRUCTURE
ENGINEERS

Project GENERAL Jim Moore & EUCALYPTUS
Subject STORMTECH CHAMBER VOLUME
Job No. 707007 - 707010 Design DR
Date 9-26-08 Checked _____ Sheet 2

CALCULATION FOR STORMTECH CHAMBER VOLUME,

SEE ATTACHED FIGURE!

STORM TECH SC-740 CHAMBER

$$* \text{INSTALLED STORAGE} = 74.9 \text{ ft}^3$$

$$\text{VOLUME PER FOOT} = \frac{74.9 \text{ ft}^3}{\left(\frac{85.4''}{12''/\text{ft}}\right)} = 10.52 \text{ ft}^2$$

$$\text{AVAILABLE STORAGE IN CHAMBERS} = (\# \text{ CHAMBER ROWS})(10.52 \text{ ft}^2)(\text{LENGTH OF CHAMBER})$$

COMPARE AVAILABLE STORAGE TO REQUIRED POND STORAGE TO GET SIZE.

* ASSUMES GRAVEL IN CHAMBER CONTRIBUTES 40% OF ITS VOLUME TO STORAGE (PER MANUFACTURER)

2.0 Product Information

Figure 1

StormTech SC-740 Chamber (not to scale)

Nominal Chamber Specifications

Size (W x H x Installed L)	51.0" (1295 mm) x 30.0" (762 mm) x 85.4" (2170 mm)
Chamber Storage	45.9 ft ³ (1.3 m ³)
Min. Installed Storage*	74.9 ft ³ (2.1 m ³)
Weight	74 lbs (33.6 kg)

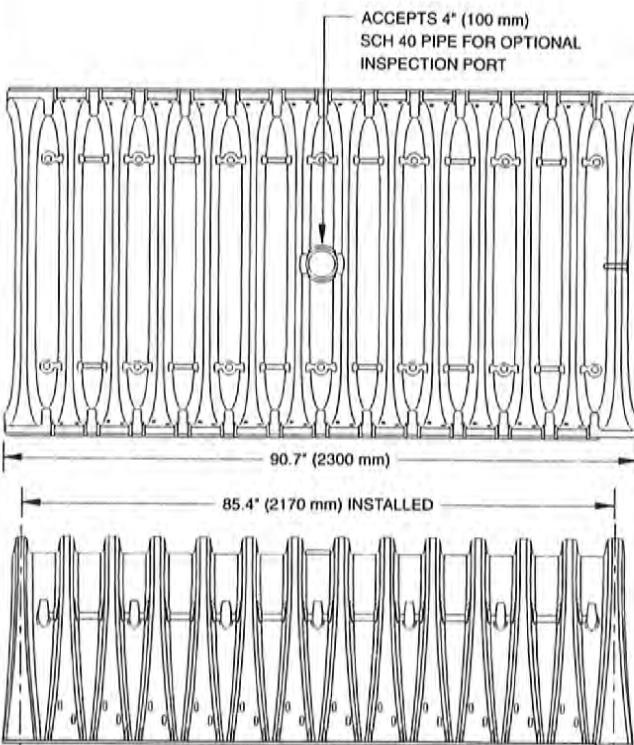
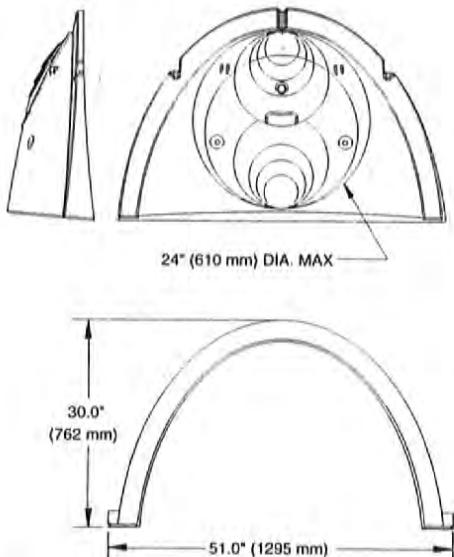
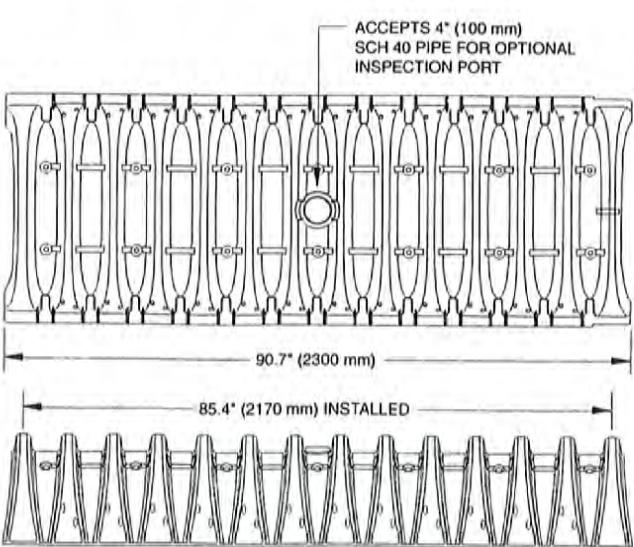
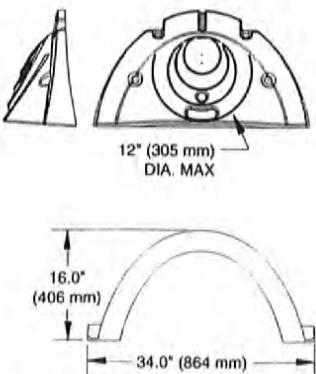


Figure 2

StormTech SC-310 Chamber (not to scale)

Nominal Chamber Specifications

Size (W x H x Installed L)	34.0" (864 mm) x 16.0" (406 mm) x 85.4" (2170 mm)
Chamber Storage	14.7 ft ³ (0.4 m ³)
Min. Installed Storage*	31.0 ft ³ (0.8 m ³)
Weight	37 lbs (16.8 kg)



*This assumes a minimum of 6" (150 mm) of stone below, above and between chamber rows and 40% stone porosity.

Project: Eucalyptus Road Phase 1

C+D Job: 707010

Infiltration Chamber Analysis Worksheet**(E) INFILTRATION CHAMBER AT NW CORNER OF INTX. W/GJM**

2-year, 1 hour factor ->	0.5
10 yr	1.48
100 yr	2.22

Calc. C (runoff coefficient) ->	0.51
Total Area (Acres) ->	5.10

Enter Tc (optional for Q peak) -> 15

Composite "C" calculation			
type	C	Ac.	C*Ac
streets	0.9	2.27	2.043
open	0.2	2.83	0.566
TOTAL		5.10	2.609

100 Year	10 Year (used for catch basin design)
Q peak (cfs) =	Q peak (cfs) =
I (in/hr)=	I (in/hr)=

5.794996	3.863331
2.221156	1.480771

Chamber Analysis

Enter infiltration rate (in/hr) ->

15
3.5
21
165

Chamber Height (ft)

Chamber Width (ft)

Length of Chambers

Time to Maximum Storage (min.) 87.00

Required Storage Volume (cu. ft.) 6280.3**StormTech SC-740**

Number of Chamber Rows

4
10.52

Installed Storage* (cf per ft)

10.52

Available Storage

6943.2

OK

* Assumes gravel in chamber contributes 40% of its volume to storage (per manufacturer).

Project: Eucalyptus Road Phase 1

C+D Job: 707010

Infiltration Chamber Analysis Worksheet

INFILTRATION CHAMBER "A1" - STA. 21+75.00

2-year, 1 hour factor -> 0.5

10 yr 1.48

100 yr 2.22

Calc. C (runoff coefficient) -> 0.74

Total Area (Acres) -> 0.56

Enter Tc (optional for Q peak) -> 15

Composite "C" calculation			
type	C	Ac.	C*Ac
streets	0.9	0.43	0.387
open	0.2	0.13	0.026
TOTAL		0.56	0.413

100 Year Q peak (cfs) = 0.917337 I (in/hr)= 2.221156	10 Year (used for catch basin design) Q peak (cfs) = 0.611558 I (in/hr)= 1.480771
---	--

Chamber Analysis

Enter infiltration rate (in/hr) -> 15

15
3.5
11
56.93

Chamber Height (ft)

Chamber Width (ft)

Length of Chambers

Time to Maximum Storage (min.) 66.74

Required Storage Volume (cu. ft.) 870.8

StormTech SC-740

Number of Chamber Rows

2

Installed Storage* (cf per ft)

10.52

Available Storage

1197.8

OK

* Assumes gravel in chamber contributes 40% of its volume to storage (per manufacturer).

Project: Eucalyptus Road Phase 1

C+D Job: 707010

Infiltration Chamber Analysis Worksheet

INFILTRATION CHAMBER "A2" - STA. 21+75.00

2-year, 1 hour factor -> 0.5
10 yr 1.48
100 yr 2.22

Calc. C (runoff coefficient) -> 0.73
Total Area (Acres) -> 0.65

Enter Tc (optional for Q peak) -> 15

Composite "C" calculation			
type	C	Ac.	C*Ac
streets	0.9	0.49	0.441
open	0.2	0.16	0.032
TOTAL		0.65	0.473

100 Year Q peak (cfs) = 1.050607 I (in/hr)= 2.221156	10 Year (used for catch basin design) Q peak (cfs) = 0.700405 I (in/hr)= 1.480771
---	--

Chamber Analysis

Enter infiltration rate (in/hr) -> 15
Chamber Height (ft)
Chamber Width (ft)
Length of Chambers

15
3.5
11
64.04

Time to Maximum Storage (min.) 69.18

Required Storage Volume (cu. ft.) 1015.3

StormTech SC-740

Number of Chamber Rows 2
Installed Storage* (cf per ft) 10.52
Available Storage 1347.4 **OK**

* Assumes gravel in chamber contributes 40% of its volume to storage (per manufacturer).

Project: Eucalyptus Road Phase 1

C+D Job: 707010

Infiltration Chamber Analysis Worksheet**INFILTRATION CHAMBER "B" - STA. 29+96.74**

2-year, 1 hour factor ->	0.5
10 yr	1.48
100 yr	2.22

Calc. C (runoff coefficient) ->	0.66
Total Area (Acres) ->	1.77

Enter Tc (optional for Q peak) -> 15

Composite "C" calculation			
type	C	Ac.	C*Ac
streets	0.9	1.17	1.053
open	0.2	0.60	0.12
TOTAL		1.77	1.173

100 Year	
Q peak (cfs) =	2.605416
I (in/hr)=	2.221156

10 Year (used for catch basin design)	
Q peak (cfs) =	1.736944
I (in/hr)=	1.480771

Chamber Analysis

Enter infiltration rate (in/hr) ->

15
3.5
11
156.57

Chamber Height (ft)

Chamber Width (ft)

Length of Chambers

Time to Maximum Storage (min) 71.18

Required Storage Volume (cu. ft.) 2554.0**StormTech SC-740**

Number of Chamber Rows

2

Installed Storage* (cf per ft)

10.52

Available Storage

3294.2

OK

* Assumes gravel in chamber contributes 40% of its volume to storage (per manufacturer).

Project: Eucalyptus Road Phase 1

C+D Job: 707010

Infiltration Chamber Analysis Worksheet**INFILTRATION CHAMBER "C1" - STA. 45+38.22**

2-year, 1 hour factor ->	0.5
10 yr	1.48
100 yr	2.22
Calc. C (runoff coefficient) ->	0.62
Total Area (Acres) ->	0.70

Enter Tc (optional for Q peak) -> 15

Composite "C" calculation			
type	C	Ac.	C*Ac
streets	0.9	0.42	0.378
open	0.2	0.28	0.056
TOTAL		0.70	0.434

100 Year	Q peak (cfs) =	0.963982
I (in/hr)=		2.221156

10 Year (used for catch basin design)
Q peak (cfs) =
0.642654

Chamber Analysis

Enter infiltration rate (in/hr) ->
 Chamber Height (ft)
 Chamber Width (ft)
 Length of Chambers

15
3.5
11
64.04

Time to Maximum Storage (min) 58.25

Required Storage Volume (cu. ft.) 854.8

StormTech SC-740

Number of Chamber Rows
 Installed Storage* (cf per ft)
 Available Storage

2	
10.52	
1347.4	OK

* Assumes gravel in chamber contributes 40% of its volume to storage (per manufacturer).

Project: Eucalyptus Road Phase 1

C+D Job: 707010

Infiltration Chamber Analysis Worksheet**INFILTRATION CHAMBER "C2" - STA. 45+38.22**

2-year, 1 hour factor ->	0.5
10 yr	1.48
100 yr	2.22

Calc. C (runoff coefficient) ->	0.58
Total Area (Acres) ->	0.78

Enter Tc (optional for Q peak) -> 15

Composite "C" calculation			
type	C	Ac.	C*Ac
streets	0.9	0.42	0.378
open	0.2	0.36	0.072
TOTAL		0.78	0.45

100 Year	10 Year (used for catch basin design)
Q peak (cfs) =	0.99952
I (in/hr)=	2.221156
Q peak (cfs) =	0.666347
I (in/hr)=	1.480771

Chamber Analysis

Enter infiltration rate (in/hr) ->

15
3.5
11
64.04

Chamber Height (ft)

Chamber Width (ft)

Length of Chambers

Time to Maximum Storage (min) 62.62

Required Storage Volume (cu. ft.) 919.0**StormTech SC-740**

Number of Chamber Rows

2
10.52

Installed Storage* (cf per ft)

1347.4

Available Storage

OK

* Assumes gravel in chamber contributes 40% of its volume to storage (per manufacturer).

Project: Eucalyptus Road Phase 1

C+D Job: 707010

Infiltration Chamber Analysis Worksheet

INFILTRATION CHAMBER "D" - STA. 56+97.50

2-year, 1 hour factor ->	0.5
10 yr	1.48
100 yr	2.22

Calc. C (runoff coefficient) ->	0.63
Total Area (Acres) ->	1.69

Enter Tc (optional for Q peak) -> 15

Composite "C" calculation			
type	C	Ac.	C*Ac
streets	0.9	1.05	0.945
open	0.2	0.64	0.128
TOTAL		1.69	1.073

100 Year

Q peak (cfs) = 2.3833
I (in/hr)= 2.221156

10 Year (used for catch basin design)

Q peak (cfs) = 1.588867
I (in/hr)= 1.480771

Chamber Analysis

Enter infiltration rate (in/hr) ->

15
3.5
11
142.32

Chamber Height (ft)

Chamber Width (ft)

Length of Chambers

Time to Maximum Storage (min)

72.09

Required Storage Volume (cu. ft.)

2351.1

StormTech SC-740

Number of Chamber Rows

2

Installed Storage* (cf per ft)

10.52

Available Storage

2994.4

OK

* Assumes gravel in chamber contributes 40% of its volume to storage (per manufacturer).

EPA Permeability Reference

Source: United States Environmental Protection Agency, Infiltration Through Disturbed Urban Soils and Compost-Amended Soil Effect on Runoff Quality and Quantity

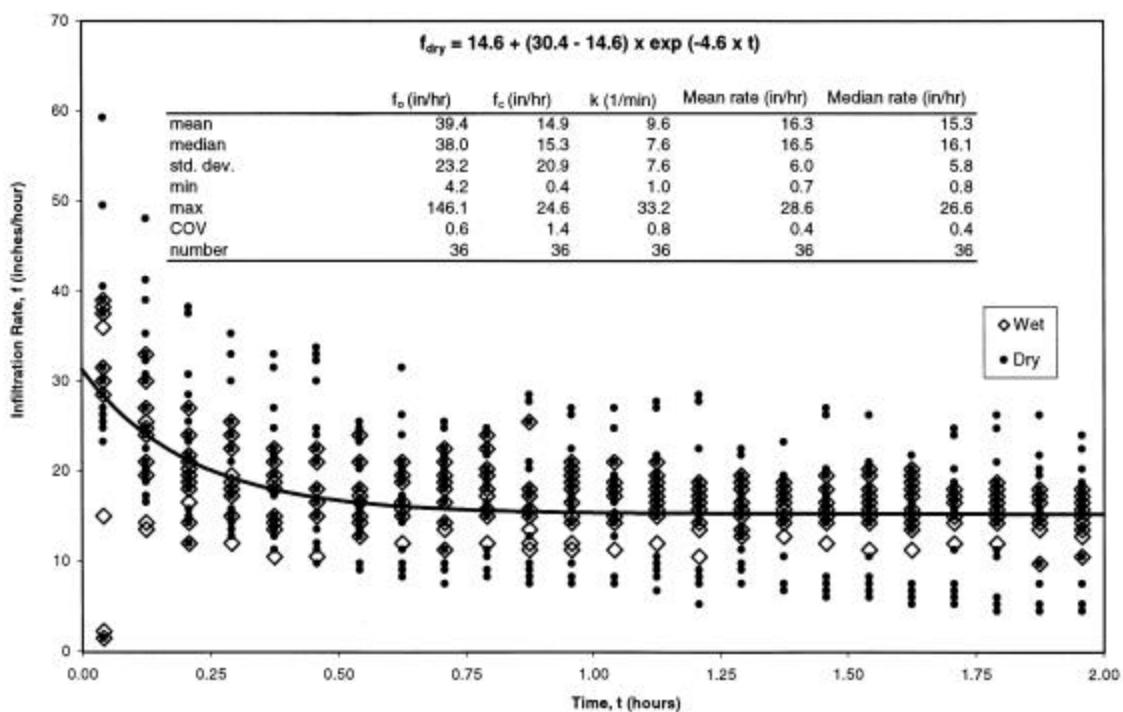


Figure 3-3. Infiltration measurements for noncompacted-sandy soils.

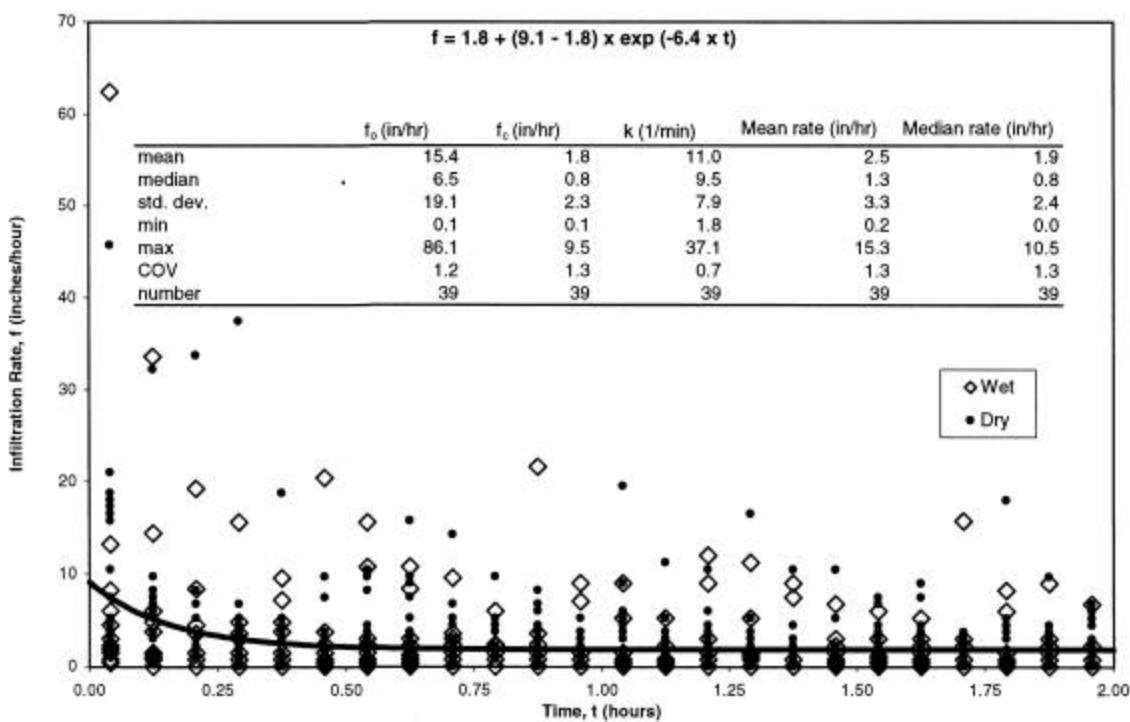


Figure 3-4. Infiltration measurements for compacted-sandy soils.

Proposed Boring Location Map



PROPOSED BORING LOCATIONS



**EUCALYPTUS ROAD INFILTRATORS FORA
SEASIDE, CALIFORNIA**

JOB NO.: 2017-121-TO3

FORT ORD REUSE AUTHORITY BOARD REPORT

BUSINESS ITEMS

Subject:	Capital Improvement Program Munitions Response Coordinator
Meeting Date:	January 12, 2018
Agenda Number:	8c

ACTION

RECOMMENDATION(S):

Approve an on-call professional services contract (**Attachment A**) with Reimer Associates Consulting for Munitions Response Coordination for an amount not to exceed \$315,787

BACKGROUND:

FORA has the need for an experienced Munitions Response Coordinator (MRC) for the Eucalyptus Road Infiltrator Project (ERIP) and South Boundary Road (SBR).

In order to implement a solution for Eucalyptus Road's storm-water recovery infiltrator repair, the soil on both sides of the roadway will need to be disturbed. Each side of the roadway has a different Munitions Response Area (MRA), requiring different soils plans and substantial coordination with contractors, the Department of Toxic Substances Control (DTSC), California Environmental Protection Agency (Cal-EPA), and the City of Seaside.

Further, planning must be started on the Continuing Service Provision (CSP) Implementation Guidelines which instruct the jurisdiction on how to handle Munitions and Explosives of Concern (MEC) following transfer of the roadway facility to their ownership.

SBR requires Munitions Response preparation during the planning, specification, and estimation phase (PS&E) in-order to scope for the environmental mitigations during construction. This will require the creation and coordination of a soils management plan and a construction support plan, prior to Board consideration of a construction award. A CSP Implementation Guideline must be prepared for South Boundary Road.

In order to accomplish these activities, FORA will require the services of a Munitions Response Coordinator. In the past, FORA had a staff of eight engineers to complete this coordination work. With the General Jim Moore Boulevard (GJMB) Project completion, and the passing of FORA's Senior Project Manager, FORA has had to actively rebuild its engineering capability by hiring a Project Manager and contracting Harris and Associates, Vista Environmental Engineers, Economic Planning Systems, and Whitson Engineers.

In September 2017, staff posted a Professional Services Request for Qualifications (RFQ) for a Munitions Response Coordinator. Staff received one qualified applicant: Reimer Associates Consulting.

Staff has negotiated a contract for on-call professional services with two Service Work Orders (**Attachment A**) as follows:

SWO-R1: Eucalyptus Road Infiltrator Project	\$105,655
1) Coordination of munitions related issues associated with Munitions Response Areas. 2) Regulatory Agency Coordination. 3) Preparation of Continuing Service Provision (CSP) Implementation Guidelines for the City of Seaside's Eucalyptus Road and General Jim Moore Boulevard.	

SWO-R2: South Boundary Road	\$210,132
1) Coordination of Munitions Related Issues associated with Roadway Improvements. 2) Regulatory Agency Coordination. 3) Preparation of CSP Implementation Guidelines for the Cities of Del Rey Oaks and Monterey's South Boundary Road.	

DISCUSSION:

MEC removal is a separate activity from the Capital Improvement construction, as the two activities require two different types of contractor. MEC removal may be performed prior to, during, or after construction - depending on when MEC is discovered or unearthed. CIP Contractors cannot and do not perform MEC Removal.

Because of this, MEC removal and construction are separate line items in the CIP. The Transportation line item in Table 3 of the CIP (**Attachment B**) funds CIP construction. The Transportation Contingency line item in Table 3 funds the MEC Removal for CIP projects. They are separate because it is difficult to determine how much contingency will be used by a single project until the Unexploded Ordnance (UXO) is discovered. A project may unearth a lot of UXO, or none. Therefore, A Transportation Contingency exists in the budget to cover this potential cost unique to Base Reuse. Contingency Funds are drawn from Community Facilities District Special Tax (CFD Fees) and used to create response and support plans for each project and to remove MEC when/if UXO is found.

The Transportation Contingency work is different than the Environmental Services Cooperative Agreement (ESCA). The ESCA is work done under contract to the U.S. Army and is not part of the CIP. The CIP MEC removal is work done to under contract to FORA in order to complete the Base Reuse Plan.

MRC is activity FORA is responsible to conduct. The UXO Contractor is responsible to prepare the soils management plans and the construction support plans under oversight by FORA during the PS&E phase. Staff expects the MRC to coordinate with FORA's UXO contractor to bring forward a contract amendment for Board consideration this spring.

Recommendation:

Staff is recommending the Board approve an on-call professional services contract with Reimer Associates Consulting for Munitions Response Coordination for an amount not to exceed \$315,787.

FISCAL IMPACT:

Reviewed by FORA Controller _____

Staff time for this item is included in the approved annual budget. The contract amount is included in FY 2017-2018 Capital Improvement Program under Transportation Contingency. Future caretaker costs for Del Rey Oaks and Monterey may be allocated to the preparation of the MEC CSP.

COORDINATION:

Authority Counsel, Del Rey Oaks, Seaside, Administrative Committee

DRAFT

Prepared by _____ Reviewed by _____
Peter Said Jonathan Brinkman

Approved by _____
Michael A. Houlema, Jr.

FORT ORD REUSE AUTHORITY

Attachment A to Item 8c
FORA Board Meeting 01/12/18

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 Reimer Associates Consulting (hereinafter referred to as "Consultant").

The parties agree as follows:

1. **SCOPE.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide FORA with the services described in the scope of work attached as Exhibit "A" to this Agreement (the "Services"). The Services will be rendered at the direction of the Executive Officer of FORA as authorized by the FORA Board of Directors.
2. **TERM.** Consultant shall commence work under this Agreement effective on _____ 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 \$315,787** including out of pocket expenses. FORA shall, from time to time, prepare service work orders it deems necessary to continue implementation of the Base Reuse Plan (BRP) Capital Improvement Program (CIP), in which specific work scopes and levels of effort shall be negotiated and detailed between FORA and CONSULTANT. FORA will issue SERVICE WORK ORDERS "EXHIBIT D" containing the requisite scopes of services as detailed in the service work orders, which, upon endorsement by both parties, will be made part of this AGREEMENT.

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

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

Reimer Associates Consulting
146 19th Street
Pacific Grove, CA 93950
650224-8545

By _____
Michael A. Houlemard, Jr.
Executive Officer

By _____
Kristie K. Reimer
Principal

Date: _____

Date: _____

Approved as to form:

Jon R. Giffen, Authority Counsel

EXHIBIT A

SCOPE OF WORK

1.0 Definition & Scope

This SCOPE is for Munitions Response Coordinator to support its Capital Improvement Projects. Ground disturbing activities on the former Fort Ord require analysis and assessment pertaining to Munitions and Explosives of Concern (MEC), and the preparation of soils management plans and construction support plans. Additionally, these Capital Improvements require coordination with State and Federal Agencies including, but not limited to, Department of Toxic Substances Control, the Environmental Protection Agency, and local jurisdictions. Finally, these activities are partially funded through grants, and require an understanding of the grant writing and administration process. Professional contracted to perform Munitions Response Coordination will be prohibited from performing Munitions Response Remediation.

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:
 - 7.2.1 Reserved
 - 7.2.2 Reserved

8.0 Compensation for Services and Method of Payment

- 8.1 **Compensation.** 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 all actual and reasonable travel expenses, including but not limited to car mileage costs at the then-current rate published by the Internal Revenue Service, meals, standard business class hotel accommodations, and automobile rental costs properly incurred and approved in connection with the performance of the CONSULTANT's services pursuant to this Agreement. The CONSULTANT shall submit expenses for review and approval to FORA. Any type of travel expense to be incurred by the CONSULTANT, but not explicitly described in this Subsection 8.3 must be approved in advance in writing by FORA prior to billing invoicing FORA.
- 8.4 **Renegotiation.** On the conditions that FORA, through FORA's modification of the CONSULTANT's work schedule, or through delays in the progress of the work, which are beyond the control of the CONSULTANT, causes the Time of Performance schedule to be exceeded, the CONSULTANT may request renegotiation of fees for work performed in times exceeding the schedule. CONSULTANT's request shall be in writing to FORA.
- 8.5 **Time of Performance.** The services of the CONSULTANT will begin upon issuance of the first work order and its associated AGREEMENT amendment. The first work order, and all subsequent work orders, shall be specific to Time of Performance of services.
- 8.6 **Duration of AGREEMENT.** This AGREEMENT shall remain valid for a period of five (5) years from the day and year first written above, unless terminated by FORA in accordance with the provisions contained in Article 12 herein. FORA, at its sole discretion, may extend the duration of this AGREEMENT by written AGREEMENT amendment.

9.0 CONSULTANT's Responsibilities

- 9.1 CONSULTANT shall use its professional efforts and agrees that its services shall be performed with due diligence in accordance with generally accepted professional practices, but makes no other warranty either expressed or implied.
 - 9.1.1 CONSULTANT understands that FORA may retain the services of other professional consultants to accomplish the requirements of its programs and projects.
 - 9.1.2 CONSULTANT shall maintain any and all ledgers, books of account, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to charges for

services, or expenditures and disbursements charged to FORA for a minimum period of three years, or for any longer period required by law, from the date of final payment to CONSULTANT termination of AGREEMENT or completion of AGREEMENT, pursuant to this AGREEMENT.

- 9.1.3** Any records or documents required to be maintained pursuant to this AGREEMENT shall be made available for inspection or audit, at any time during regular business hours, upon written request by FORA's General Counsel, and no cost to FORA. Copies of such documents shall be provided for inspection. The records shall be available at CONSULTANT's address indicated for receipt of notices in this AGREEMENT.
- 9.1.4** Where FORA has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of CONSULTANT's business, FORA may, by written request of the above-named officer, require that custody of the records be given to FORA, at no cost to FORA, and that the records and documents be maintained by FORA. Access to such records and documents shall be granted to any party authorized by CONSULTANT, CONSULTANT's representatives, or CONSULTANT's successor-in-interests.

10.0 FORA's Responsibilities

- 10.1** FORA shall provide all reasonably available information including reports, preliminary plans, maps, surveys, and other related information regarding requirements for its programs and projects.
- 10.2** FORA shall designate a representative who shall have authority within limits of existing FORA policy and the requirements of the law to render decisions promptly and furnish information expeditiously.

EXHIBIT B
GENERAL PROVISIONS

1. **INDEPENDENT CONSULTANT.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of FORA. FORA shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement.
2. **TIME.** Consultant shall devote such services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of Consultant's obligations pursuant to this Agreement.
3. **INSURANCE.**
 - a. As an additional obligation under this Agreement and as a condition precedent to Consultant's enforcement of this Agreement, Consultant shall obtain from its [Insurer] an endorsement to the General Liability Policy adding FORA as an additional insured under the General Liability 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.

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

Workers Compensation: Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. (Not required if consultant provides written verification it has no employees)

Professional Liability: Professional Liability (Errors and Omissions) Insurance appropriates to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, FORA requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to FORA.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

FORA, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects FORA, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by FORA, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the Fort Ord Reuse Authority.

Waiver of Subrogation

Consultant hereby grants to FORA a waiver of any right to subrogation which any insurer of said Consultant may acquire against FORA by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not FORA has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by FORA. FORA may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or FORA.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to FORA.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage

Consultant shall furnish FORA with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by FORA before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. FORA reserves the right to require complete, certified copies of all required insurance policies,

including endorsements required by these specifications, at any time. We strongly recommend obtaining a copy of the policy declarations and endorsement page (make this a requirement in your Contract) to facilitate verification of coverages and spot any undesirable policy limitations or exclusions.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall required that FORA is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

FORA reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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. **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.

7. **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.

8. **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.

9. **INDEMNIFY AND HOLD HARMLESS.**

Consultant shall indemnify, - and hold harmless FORA, its officers, agents, employees and volunteers from all damages, costs, liabilities, and expenses incurred by FORA on account of injuries to or death of any person or damage to property but only to the extent caused by the willful misconduct or the negligent acts, errors or omissions of the Consultant or any person from whom the Consultant is legally liable in the performance of this Agreement.

For those claims from third parties alleging harm from the performance of professional services, to the fullest extent permitted by law, Consultant shall indemnify Client, its officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to have been caused by a negligent act, error, or omission of Consultant or Consultant's officers, directors, members,

partners, agents, employees, or subconsultants in the performance of services under this Agreement. The Consultant shall have no obligation to defend the Client but only to pay those defense costs that are recoverable under applicable statute or are defined by a court of law as damages to the Client caused by the negligent performance of professional services by the Consultant or Consultant's officers, directors, members, partners, agents, employees, or subconsultants.

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.

10. 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.

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

12. 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 sixty (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.

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

14. 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.

15. LABOR CODE. To the extent the Work under this Contract is a public works project (see definition of public works, Labor Code section 1720 et seq.), it must be performed in accordance with the requirements of Labor Code sections 1720 to 1815 and Title 8 California Code of Regulations sections 16000 to 17270, which govern the payment of prevailing wage rates on public works projects. This Project is subject to compliance monitoring and

enforcement by the Department of Industrial Relations (DIR). Contractor and all subcontractors must comply with all applicable laws and regulations, and perform all obligations required by the DIR pursuant to such authority.

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

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

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

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

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

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

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

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

- A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations;
- B. Establish a Drug-Free Awareness Program to inform employees about all of the following:
 - 1) The dangers of drug abuse in the workplace,
 - 2) Consultant's policy of maintaining a drug-free workplace,

- 3) Any available counseling, rehabilitation, and employee assistance programs,
- 4) Penalties that may be imposed upon employees for drug abuse violations;

C. Require that each employee engaged in the performance of the Agreement be given a copy of the statement required by subpart A, and require that each employee, as a condition of employment on the Agreement, agree to abide by the terms of the statement.

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

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

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

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

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

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

23. **MISCELLANEOUS.**

- a. Any deductible under any policy of insurance required by this Agreement shall be Consultant's liability.

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

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

EXHIBIT C

**FEE SCHEDULE 2017-2020
AND
SERVICE WORK ORDERS**

DRAFT

AGREEMENT NO. FC-_____ – “EXHIBIT C”

Fee Schedule

Preferred Client Rates:

PM/Munitions Response Coordinator	\$172/hour
Principal Technical Consultant	\$195/hour

Scope of Services

FORA is requesting the Reimer Associates Consulting (RAC) Team (“CONSULTANT”) provide On-Call Munitions Response Coordination (MRC) Support. MRC Support shall include, but not be limited to:

MRC Coordination

Coordination services for munitions related issues associated with the roadway improvements including: project definition, background document collection and review, and outline of implementation strategy, tasks and schedule for Land Use Covenants (LUC) compliance. RAC Team will work with FORA as an interface to FORA subcontractors on Munitions and Explosives of Concern (MEC) and LUC related issues. The current FORA Environmental Service Cooperative Agreement Remediation Program (ESCA RP) Team is expected to prepare and implement Unexploded Ordinance (UXO) construction support plans with input from the RAC Team.

MEC Continuing Service Provision (CSP) Implementation Guidelines

Work with FORA to develop standing implementation Guidelines for MEC LUC compliance associated with future construction and maintenance projects. Coordination services including: background document collection and review, outline of compliance strategy, contractor scoping and requirements, and general implementation guidelines for LUC compliance. As directed by FORA, the RAC Team will support, attend meetings, and follow-up as appropriate with local impacted jurisdictions.

Coordination of Munitions Related Issues Associated with Roadway Improvements:

Including, but not limited to: project definition, background document collection and review, and outline of implementation strategy, tasks and schedule for LUC compliance. Review of background documentation will provide an understanding of historic site-specific MEC remedial activities and will identify the governing LUC remedy selection. The need for additional MEC clearance before or during construction will also be assessed. The assessment may identify alternative approaches to complying with the LUCs that could provide long-term benefits to land use jurisdictions and possibly accelerate regulatory review and concurrence approvals. RAC Team will work with FORA as an interface to FORA subcontractors on MEC LUC related issues. The current FORA UXO Contractor is expected to prepare and implement UXO construction support plans.

Regulatory Agency Coordination

As directed by FORA, support FORA at meetings with appropriate regulatory agencies including but not limited to State of California Department of Toxic Substances Control (DTSC), Environmental Protection Agency (EPA), and the United States Army (Army). Assume six meetings with agencies.

Program Management and Meetings

Exhibit C

Agreement No FC-_____ Draft – Munitions Response Coordination

Attendance and participation in meetings will be directed by FORA. Overall program management efforts are included.

Assumptions and Provisions

- 1) This proposal relies on existing information available through the Fort Ord administrative record and other information electronically available from the FORA.
- 2) Work products are based on work performed by others and therefore no warranty or independent verification of background information is included in the Scope of Services.
- 3) No legal advice or interpretation is included in this scope of services.
- 4) The work products delivered under this contract are the result of evaluation of exiting information and are in support of planning level analysis.
- 5) The proposed scope of services and level of effort does not include: any field work; verification of reported field data; preparation of construction related documentation or plans (e.g., PS&E documents, UXO Construction Support Plans, contractor Health & Safety Plans, etc.); contract management or oversight of construction contractor or construction related activities; or contract management or oversight of UXO contractors.
- 6) RAC Team is not responsible for any contractor's (construction, UXO, etc.) means, methods, practices or activities.
- 7) Additional staff and subconsultants can be made available as appropriate with FORA's approval.
- 8) Billing and Payment – Time and materials billing will be submitted on a monthly basis. Payment will be due within 30-days of receipt of invoice. Travel costs will be reimbursed to RAC Team as approved by FORA. A negotiated per diem charge will be established based on published rates (e.g. as established by government).

SERVICE WORK ORDER R1 (SWO-R1)

The RAC Team will provide FORA with MRC Support Scope of Services for:

Task 1: The Eucalyptus Road Infiltrator Project (ERIP) – for the Repair/Replacement/Improvement of onsite storm-water retention, and

Task 2: The General CSP LUC Implementation Guidelines for Seaside's General Jim Moore Boulevard (GJMB) Corridor.

SWO-R1: COMPENSATION

At no point in the progress of the work shall CONSULTANT submit or FORA honor requests for payment, which exceed the verified progress, measured as submittals made or in active progress and development. Monthly progress payments will be made to CONSULTANT to the maximum payable for the submittal that the progress payment is funding. Scope of services are based on a 6 months performance period with the assumption of six meetings with regulatory agencies. Compensation under SWO-R1 is on a Time and Materials Basis not to exceed a budget of \$105,655.

Task 1: ERIP	\$23,950
--------------	----------

Exhibit C

Agreement No FC-_____ Draft – Munitions Response Coordination

Task 1: GJMB CSP LUC	\$33,520
Regulatory Agency Coordination	\$14,800
Project Management	\$15,775
Contingency	\$17,610
Total Compensation Not to Exceed	\$105,655

SERVICE WORK ORDER R2 (SWO-R2)

The RAC Team will provide FORA with MRC Support Scope of Services for:

Task 1: South Boundary Roadway (SBR) Improvement

Task 2: The General CSP LUC Implementation Guidelines for Del Rey Oaks and Monterey's South Boundary Road Corridor.

SWO-R1: COMPENSATION

At no point in the progress of the work shall CONSULTANT submit or FORA honor requests for payment, which exceed the verified progress, measured as submittals made or in active progress and development. Monthly progress payments will be made to CONSULTANT to the maximum payable for the submittal that the progress payment is funding. Scope of services are based on a 12 months performance period. Compensation under SWO-R2 is on a Time and Materials Basis not to exceed a budget of \$210,132.

Task 1: SBR	\$47,900
Task 1: SBR CSP LUC	\$58,660
Regulatory Agency Coordination	\$37,000
Project Management	\$31,550
Contingency	\$35,022
Total Compensation Not to Exceed	\$210,132

TIME OF COMPLETION – MULTIPLE SERVICE WORK ORDERS

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

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

ASSUMPTIONS AND PROVISIONS

1. This Scope of Services relies on existing information available through the Fort Ord administrative record and other information electronically available from the FORA.
2. Work products are based on work performed by others and therefore no warranty or independent verification of background information is included in the Scope of Services.
3. No legal advice or interpretation is included in this scope of services.
4. The work products delivered under this contract are the result of evaluation of exiting information and are in support of planning level analysis.
5. The proposed scope of services and level of effort does not include: any field work; verification of reported field data; preparation of construction related documentation or plans (e.g., PS&E documents, UXO Construction Support Plans, contractor Health & Safety Plans, etc.); contract management or oversight of construction contractor or construction related activities; or contract management or oversight of UXO contractors.
6. RAC Team is not responsible for any contractor's (construction, UXO, etc.) means, methods, practices or activities.
7. Additional staff and subconsultants can be made available as appropriate with FORA's approval.
8. Billing and Payment – Time and materials billing will be submitted on a monthly basis. Payment will be due within 30-days of receipt of invoice. Travel costs will be reimbursed to RAC Team as approved by FORA. A negotiated per diem charge will be established based on the published GSA rates.

TABLE 3: SUMMARY OF CAPITAL IMPROVEMENT PROGRAM 2017/2018 - POST FORA

	ESTIMATED YEAR-END BALANCE											2017-2020 SUB-TOTAL	2020-2027 SUB-TOTAL	REMAINING OBLIGATION	TOTAL	% of Total	
		2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27						
A. CFD SPECIAL TAX / DEVELOPMENT FEE FUND												A. CFD FUND - ANALYSIS					
DEDICATED REVENUES																	
Development Fees	\$ 6,118,763	8,396,780	13,521,743	17,072,922	16,343,301	11,987,762	16,971,185	14,949,960	14,193,000	14,193,000	11,070,540	28,037,287	116,781,669	-	144,818,956	72.2%	
OTHER REVENUES																	
Property Taxes - CIP Allocation	\$ 1,010,835	1,609,443	2,363,691	3,421,310	4,508,495	5,148,021	6,020,480	6,761,221	7,484,134	8,219,016	8,843,368	4,983,970	50,406,045	-	55,390,015	27.6%	
Miscellaneous (investment interest)	\$ 20,000	\$ 23,892	\$ 28,542	35,996	45,406	54,454	61,166	70,612	-	-	-	72,434	267,634	-	340,068	0.2%	
TOTAL REVENUES	\$ 7,149,599	10,030,115	15,913,977	20,530,227	20,897,202	17,190,237	23,052,831	21,781,793	21,677,134	22,412,016	19,913,908	33,093,691	167,455,348	-	200,549,039	100.0%	
PROJECTS EXPENDITURES																	
Transportation/Transit - See CIP Table 2	\$ 5,315,177	7,273,849	14,158,795	13,216,276	17,890,540	18,006,088	18,929,558	19,814,989	9,348,015	6,119,447	0	26,747,821	103,324,913	-	130,072,734	67.0%	
Transportation Contingency	\$ 265,759	2,036,678	5,020,605	1,982,441	2,683,581	2,700,913	2,839,434	1,981,499	-	-	-	7,323,042	12,187,868	0	19,510,910	10.0%	
Water Augmentation - RUWAP Pipeline	\$ 2,885,860	1,700,000	1,100,000	-	-	-	-	-	-	-	-	5,685,860	0	-	5,685,860	2.9%	
Water Augmentation - RUWAP Other	\$ 157,000	225,000	-	-	-	-	-	8,000,000	8,000,000	1,834,436	0	382,000	17,834,436	-	18,216,436	9.4%	
TOTAL CFD PROJECTS	\$ 8,623,796	11,235,527	20,279,400	15,198,717	20,574,121	20,707,001	21,768,992	29,796,488	17,348,015	7,953,883	0	40,138,723	133,347,217	0	173,485,940	89.3%	
OTHER EXPENDITURES																	
Property Tax - Jurisdiction Share (all jurisdictions)	\$ -	-	-	142,131	250,850	314,802	402,048	476,122	548,413	621,902	684,337	0	3,440,605	-	3,440,605	1.8%	
HCP - UC Regents	\$ 95,000	98,268	101,648	-	-	-	-	-	-	-	-	294,916	0	-	294,916	0.2%	
General CIP/FORA Costs - Footnote 1	\$ 1,103,068	1,141,014	1,180,264	1,220,866	1,262,863	1,306,306	1,351,243	1,397,725	1,445,807	-	-	3,424,346	7,984,810	-	11,409,156	5.9%	
Caretaker Costs (Including Caretaker Emergency Fund)	\$ 575,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	1,575,000	4,000,000	-	5,575,000	2.9%	
TOTAL OTHER	\$ 1,773,068	1,739,282	1,781,913	1,862,997	2,013,713	2,121,108	2,253,291	2,373,848	2,494,221	1,121,902	1,184,337	5,294,262	15,425,414	-	20,719,677	10.7%	
TOTAL EXPENDITURES	\$ 10,396,864	12,974,808	22,061,313	17,061,714	22,587,834	22,828,109	24,022,282	32,170,335	19,842,236	9,075,785	1,184,337	45,432,985	148,772,632	0	194,205,617	100.0%	
Net Annual Revenue	\$ (3,247,265)	(2,944,693)	(6,147,336)	3,468,513	(1,690,632)	(5,637,872)	(969,452)	(10,388,543)	1,834,899	13,336,231	18,729,571	(12,339,294)	18,682,716	-	6,343,422	3.3%	
Beginning Balance	\$ 19,883,195	8,497,755	3,382,623	(2,121,789)	(12,381,233)	(14,104,737)	(20,776,451)	(30,089,081)	(36,244,996)	(54,321,549)	(52,486,650)	(39,150,418)	8,497,755	(12,381,233)	-	8,497,755	
Set Aside - HCP - See CIP Table 1B	\$ (11,385,440)	(1,867,867)	(2,559,720)	(4,112,109)	(5,192,018)	(4,981,083)	(3,674,758)	(5,186,464)	(7,588,011)	(8,259,659)	(8,722,334)	(19,567,546)	(66,215,015)	(20,420,850)	(19,567,546)	(51,373,838)	
UNRESERVED FUND BALANCE	\$ 8,497,755	\$ 3,382,623	(2,121,789)	(12,381,233)	(14,104,737)	(20,776,451)	(30,089,081)	(36,244,996)	(54,321,549)	(52,486,650)	(39,150,418)	(20,420,846)	(12,381,233)	(20,420,850)	(19,567,546)	(51,373,838)	
ENDING CFD FUND BALANCE	\$ 3,382,623	(2,121,789)	(12,381,233)	(14,104,737)	(20,776,451)	(30,089,081)	(36,244,996)	(54,321,549)	(52,486,650)	(39,150,418)	(20,420,846)						
B. LAND SALES FUND												B. LAND SALE FUND ANALYSIS					
DEDICATED REVENUES																	
Land Sales	\$ -	-	15,732,634	12,132,135	15,151,981	16,197,360	28,795,306	6,460,000	6,215,408	-	-	15,732,634	84,952,189	-	100,684,823	123.9%	
Land Sales - Building Removal Credits	\$ -	-	-	(6,750,000)	-	-	-	(6,460,000)	(6,215,408)	-	-	-	(19,425,408)	-	(19,425,408)	-23.9%	
TOTAL REVENUES	\$ -	-	15,732,634	12,132,135	8,401,981	16,197,360	28,795,306	-	-	-	-	15,732,634	65,526,781	-	81,259,415	100.0%	
PROJECT EXPENDITURES																	
Building Removal Obligations - See Table 1B	\$ 3,750,000	3,977,002	-	-	-	-	-	-	-	-	-	7,727,002	-	-	7,727,002	77.5%	
OTHER EXPENDITURES																	
General CIP/FORA Costs (A/E, PM, CM, Staff Costs etc...)	\$ 171,638	177,542	183,650	189,967	196,502	203,262	210,254	217,487	224,968	232,707	240,712	532,830	1,715,861	-	2,248,691	22.5%	
TOTAL EXPENDITURES	\$ 3,921,638	4,154,544	183,650	189,967	196,502	203,262	210,254	217,487	224,968	232,707	240,712	8,259,832	1,715,861	-	9,975,693	100.0% </	

FORT ORD REUSE AUTHORITY BOARD REPORT

BUSINESS ITEMS

Subject:	Eastside Parkway Goals and Objectives
Meeting Date: January 12, 2018 Agenda Number: 8d	INFORMATION/ACTION

RECOMMENDATION(S):

- i. Receive an Eastside Parkway Goals and Objectives Report.
- ii. Approve Eastside Parkway Goals and Objectives (**Attachment A**) to use in future preparation of an Environmental Impact Report (EIR) in compliance with the California Environmental Quality Act (CEQA).

BACKGROUND/DISCUSSION:

Completion of FORA's "Fair Share" of transportation improvements, listed in FORA's Capital Improvement Program (CIP) (<http://fora.org/Reports/CIP/CIPReports/CIP2017-18.pdf>) pg. 18, is a mitigation described in the 1997 Fort Ord Reuse Plan Final Environmental Impact Report (FEIR) (http://www.fora.org/Reports/BRP/BRP_v4_FinalEIR_1997.pdf) Section 4.7 Traffic and Circulation pg. 4-88 to 4-119).

The FEIR identified: "[i]mpact: Increase Travel Demand on Regional Transportation System" (pg. 4-108). It also specified the following mitigation for this impact: "A Development and Resource Management Plan (DRMP) to establish programs and monitor development at Fort Ord to assure that it does not exceed resource constraints posed by transportation facilities and water supply shall be established by FORA." This is identified in the FEIR as a mitigation (http://www.fora.org/Reports/BRP/BRP_v4_FinalEIR_1997.pdf pg. 4-112).

The DRMP states: "FORA shall fund its "Fair Share" of "on-site," "off-site," and "regional" roadway and transit capital improvements based on the nexus analysis of the Transportation Agency for Monterey County (TAMC) regional transportation model" (Fort Ord Reuse Plan Volume 1, pg. 195).

The FEIR identified Eastside Road within the "on-site" network to connect Imjin Parkway to Gigling Road (FEIR pg. 4-104 to 4-106). TAMC's 1997 Fort Ord Transportation Study presented cost allocations based on a preliminary nexus analysis for Eastside Road and other transportation improvements (http://fora.org/Reports/1997_Fort_Ord_Transportation_Stud.pdf pg. 7-6). According to the study, Fort Ord development was allocated 72% of Eastside Road's cost burden, while other areas outside of Fort Ord were allocated 28% of the cost.

TAMC's 2005 FORA Fee Reallocation Study resulted in an Eastside Road conceptual alignment to address California State University (CSU) Monterey Bay's concerns that the 1997 Fort Ord Reuse Plan conceptual Eastside Road alignment would impact campus traffic flow (<http://fora.org/Reports/FORA%20Fee%20Reallocation%20Study.pdf> pg. 12, 13, and 45). The 2005 conceptual Eastside Road alignment is described as a 2-lane arterial roadway from Eucalyptus Road to Schoonover Drive. The 2005 study included two options for allocating FORA's share of transportation improvement costs: Option 1 was a Prorata Based on Fee Approach (nexus based) Option 2 was a Fund Local First (FORA would fund 100% of on-site transportation improvements, pg. 31-32). The Prorata Based on Fee Approach attributed 65.5% of the Eastside Road's cost burden to Fort Ord Development, while other areas outside of Fort

Ord were allocated 34.5% of the cost. The 2005 study recommended the Fund Local First Approach, which resulted in FORA taking on the regional and local cost share for on-site transportation facilities such as Eastside Road and assuming a smaller cost share for regional transportation improvements.

In December 2009, the FORA Board prioritized Eastside Road when it adopted its 2009-10 mid-year CIP. In 2010, County of Monterey staff suggested changing the roadway name from "Eastside Road" to "Eastside Parkway." Under Whitson Engineers' contract amendment #2, in January 2012, FORA's consultant team completed a Draft Preliminary Initial Study Checklist, which included a recommendation to prepare an EIR for Eastside Parkway. In November 2016, the FORA Board approved contract amendment #3 with Whitson Engineers to proceed with Eastside Parkway environmental review. Subsequently, Whitson Engineers conducted a selection process for environmental consulting services. In August 2017, Whitson Engineers selected Denise Duffy and Associates to provide these services.

In order to fairly and equitably address other possible alignments, FORA staff and consultants held a community meeting on December 6, 2017 from 1:00 pm to 3:00 pm and from 6:00 pm to 8:00 pm to receive public input on Eastside Parkway Goals and Objectives. Goals and Objectives are a key component of the CEQA process because they are needed to:

- 1) write the project description and statement of project's objectives;
- 2) develop a reasonable range of alternatives for the EIR;
- 3) support the evaluation of project alternatives; and
- 4) aid decision-makers in preparing findings.

FORA received written public comments on Eastside Parkway Goals and Objectives in the form of submitted public comment forms, emails, and letters. Written public comments are included under **Attachment B**. At the December 6, 2017 public meetings, members of the public also offered spoken comments on Eastside Parkway Goals and Objectives. Videos of the December 6, 2017 public meetings are included at the following websites:

1-3 pm video: <https://www.youtube.com/watch?v=ncJCAha6ZKk&feature=youtu.be>

6-8 pm video: https://www.youtube.com/watch?v=MZqWUasUD_M&feature=youtu.be

FORA staff summarized these spoken public comments under **Attachment C**. FORA staff provided a Frequently Asked Questions (FAQ) document on Eastside Parkway as materials at the public meetings and has periodically updated this document as additional questions are received. The current FAQ document is under **Attachment D**. Additional Eastside Parkway information is available at the following FORA webpage: <http://fora.org/EastsideParkway.html>

FISCAL IMPACT:

Reviewed by FORA Controller _____

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

COORDINATION:

Authority Counsel, Whitson Engineers, Denise Duffy & Associates, Administrative Committee, and Executive Committee.

Prepared by _____
Jonathan Brinkmann

Approved by _____
Michael A. Houlemard, Jr.

Placeholder for Item 8d – Attachment A

Eastside Parkway Goals and Objectives

This attachment will be included in the final Board packet.

Eastside Parkway Goals and Objectives

Public Comment Sheets

Collected at the Public Workshops held on
December 6, 2017



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Community Workshop – Eastside Parkway Goals and Objectives

Comment Sheet (December 6, 2017)

Name: Bonnie Fernandez Email: brosienow@gmail.com

Affiliation: Resident Schoonover Park 20 years

Comments: It is very unclear where the proposed options for Eastside Parkway · Where will it be?

Spend the \$ on improving the traffic planning of existing Roads- like Imjin, Jim Moore. Widen these, make more roundabouts

Make true workshop / public meetings where we can get questions answered. That is why I came! Why no questions?

6 DEC 2017



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Community Workshop – Eastside Parkway Goals and Objectives

Comment Sheet (December 6, 2017)

Name: CAMERON BINKLEY Email: CABINKLEY@YAHOO.COM

Affiliation: MYSBLF

Comments: It would be helpful to the public if planners could speak clearly about the proposed project instead of ^{worms} technical jargon.

② The proposed project seems mainly to derive from plans developed 20 years ago and were designed for purposes that no longer seem to be consistent with current public desires to protect open space, oak woodland, wildlife habitat, and trail heads & access. For NMN.

③ New roadways development should focus on developed areas w/ not requiring paving ~~over~~ natural areas.

④ Congested roadways should be reduced by projects that focus on existing roadways. High 68 is too large for much of its route and money could be spent to widen it with more direct impact than in "Eastside Parkway." Similarly, proposals to widen Hwy 156 would also more directly reduce congestion than building a corridor thru open space.



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Community Workshop – Eastside Parkway Goals and Objectives

Comment Sheet (December 6, 2017)

Name: Dawn Hartsock Email: dhartsock@gmail.com
Affiliation: Seaside Resident

Comments:

- I don't feel we need another road through Fort Ord
- I am concerned about the destruction of trees and danger to wild life.
- I feel money will be better spent on improving existing roads to accommodate increased traffic rather than starting from scratch & destroying habitat + wild life!
- I am concerned with impact to Seaside roads where parkway will empty onto Fremont etc., traffic will become heavier in neighborhoods when people try to avoid traffic on parkway
- This was not a workshop I feel it was not a good use of everyone's time
(over)

I wonder about the
longevity of FORA & having
this group spear head this
project when they may be
leaving



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Community Workshop – Eastside Parkway Goals and Objectives

Comment Sheet (December 6, 2017)

Name: George T. Riley Email: georgetriley@gmail.com

Affiliation: _____

Comments: Amend the BRP to reflect new high priority for recreation users, available land resources, and enhance natural and scenic attributes.

This advertised "Workshop" was not!!! Not even one map that showed existing Eastside Road already in place. It was no different than a normal FORA mtg -- an overview of procedure, not substance, then 3 minute comment. Terrible optics for FORA and largely unclear to the public. Another example of FORA being ~~a~~ closed to open dialogue.

Why were there no maps -- of any options under consideration? Not even showing what's in the ground now?



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Community Workshop – Eastside Parkway Goals and Objectives

Comment Sheet (December 6, 2017)

Name: Henrietta Stern Email: henri.stern@ymail.com

Affiliation: FORT Friends (Fort Ord Recreation Trails Friends)

MORCA (Monterey Off-Road Cycling Association)

Comments: Recreationists are concerned about loss of ^{safe} access to public trails and a very popular trailhead at 8th & Bigling. The nearby trails include ① the County-owned "Oak Oval" to be part of a future County park; and ② the Fort Ord National Monument.

Key goals and objectives should include:

GOAL: ① consistency with FORTAG (Fort Ord Regional Trail and Greenway) approved by voters in 2016; which includes ~~safe~~ trailheads to access County and federal (Monument) trail systems

GOAL: ② ~~ca~~ no harm to ^{current} public access to County and federal trails in the 8th, Bigling area

GOAL: ③ safe access for the public to the County and federal ^{trail} systems, including bikes (road + mountain), hikers, equestrians, families with strollers, children, dogs etc.

GOAL: ④ design project to minimize adverse effects to recreation community

* { FORT Friends and MORCA will submit formal comments later in the CEQA process, once more information is known.

(over)

OBJECTIVE = How

- ① Location of road alignment to facilitate public access to County & trail system
Include trailheads with parking & bathrooms (even simple ones like BLM trailheads) at Creekside
- ② Ensure safe passage of multiple users such as bikes, strollers, walkers, horses, across the Parkway such as illuminated crosswalks, tunnels, overpass walkway.



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Community Workshop – Eastside Parkway Goals and Objectives

Comment Sheet (December 6, 2017)

Name: Jan Shriner Email: shrinerforsure@gmail.com

Affiliation: resident of Marina

Comments: A couple of us scanned the FORA website for the meetings today. They could not be found. We could not find the correct email, only Board@FORA.org or info@FORA.org so I hope those inboxes will be checked or forwarded.
I have just heard that questions tonight will not be answered tonight. Charette or small groups can be more effective and community-building.

I do not see a need for the Eastside Parkway in its design or lay out. I agree with a previous speaker about housing, lifestyle, and broader view.

What forms of alternatives are being considered and evaluated, including other methods of transportation than cars? Some industries & corporations offer bus transportation.

What are other circulation improvements being considered, such as 2nd ave completion to unite Marina's center and southern Dunes area?

How can this parkway be deferred to the time when FORA has completed more like 50-75% of the residential build out?

(since I heard that only 2% per year has been taking place during the last two years of growth, 2% for 20 years will still be about 40%)



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Community Workshop – Eastside Parkway Goals and Objectives

Comment Sheet (December 6, 2017)

Name: Joe Patronik Email: Patronikj@gmail.com

Affiliation: _____

Comments: I see no reason to build the highway for the following reasons.

① It will not solve traffic jams. For example - Look at 101 in SF area or 5 in LA the expansions were always sold on the idea that the traffic jams would end.

They have not - They bring it more + suffer
② The precious Natural resource & Open Land is irreplaceable And so are the fauna & Flora

③ Monterey Downs is dead so should this project

④ I believe the legal decision has been correctly rendered. This needs to stop,

⑤ If FORA keeps pushing + this I believe FORA should be stopped.

I attended this evening expecting this to be a workshop FOR THE PUBLIC TO PARTICIPATE IN ASSESSING BOTH (1) THE NEED FOR AN EASTSIDE PARKWAY and (2) *if* needed, WHAT ALTERNATIVE ALIGNMENTS should be evaluated in an Environmental Impact Report.

1. PLEASE IDENTIFY what are the specific traffic concerns or problems FORA is attempting to address with a road;
2. PLEASE IDENTIFY ANY APPLICABLE CEQA MITIGATIONS from the Certified EIR for the Base Reuse Plan which are being met by the Eastside Parkway;
3. PLEASE IDENTIFY THE POLICIES and PROGRAMS of the REUSE PLAN which need to be considered in creating alternative alignments;
4. PLEASE IDENTIFY feasible improvements to existing roads which can be accomplished more quickly; with less investment; and significantly less destruction of open space – for example, Intergarrison to 8th, to Giggling, to General Jim Moore.
5. PLEASE CONFIRM improvements to existing roads may well be the “preferred alignment” for consideration in the planned EIR.
6. Please have FOR A’s consultant answer how it is her firm be identifying a preferred alignment for the environmental impact report it is undertaking.

The format of this event prevents the PUBLIC from effectively weighing in on a preferred alignment -- there are no maps and too little information provided to us to be effective. SO, WILL THE PREFERRED ALIGNMENT BE DETERMINED BY

1. THE CONSULTANT?
2. THE FORA STAFF?
3. OR THE FORA BOARD, ADOPTING A STAFF RECOMMENDATION

ANY OF THESE THREE IS UNACCEPTABLE.

Maria Ogden
967 Jefferson
Monterey



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Community Workshop – Eastside Parkway Goals and Objectives

Comment Sheet (December 6, 2017)

Name: Mary Pommie Email: pommie@sbcglobal.net

Affiliation: Marin Resident

Comments:

Goal: Actually listen to the will of the people.

Goal: Preserve the natural beauty and recreational options on the Ft. Ord National Monument. Do not destroy habitat, access, serenity, etc. Do not bisect the "Eastern" and "Western" segments of the public lands.

How: Reassess whether and "Eastside Parkway" is truly necessary, or whether other transportation improvements can be made elsewhere to mitigate traffic.

How: Bypass the recreation areas of Ft. Ord, as opposed to bisecting them, if a new road is needed.

I am very much opposed to the concept of the Eastside Parkway. Ft. Ord National Monument is a gem that should be preserved at all costs. A major road that runs through the middle of the land will destroy much that is great about Ft. Ord National Monument. Any transportation efforts should focus on the perimeter of the public lands, not the interior.



FORT ORD REUSE AUTHORITY

920 2ND Avenue, Suite A, Marina, CA 93933
Tel: 831 883 3672 | Fax: 831 883 3675 | www.fora.org

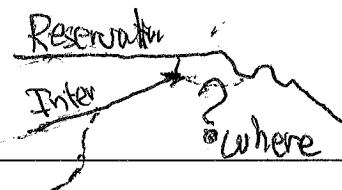
Community Workshop – Eastside Parkway Goals and Objectives

Comment Sheet (December 6, 2017)

Name: Richard Nieuwstad Email: nstad@sbcglobal.net

Affiliation: East Garrison

Comments:



- one of the maps that I saw showed the East Side Parkway connecting with Intergarrison Road, and then improving and widening Intergarrison Rd, and then connecting/terminating ~~that~~ the East Garrison housing developed
- Is there any considerations or plan, to route the additional traffic around East Garrison
- It would greatly affect our community if traffic from Intergarrison passed through East Garrison to exit through the newer Watkins Gate exit to Reservation Road
- preferred exit at Intergarrison & Reservation Rd existing traffic light

Eastside Parkway Goals and Objectives

Emails to the Board of Directors

**Relating to the Public Workshops held on
December 6, 2017**

From: [Richard Kiskis](#)
To: [FORA Board](#)
Subject: Eastside Parkway
Date: Friday, December 01, 2017 6:31:54 AM

The Eastside Parkway serves no demonstrated need, and our transportation dollars would be better spent on other more pressing projects. The \$800,000 in legal fees for the Eastside Parkway project would have been better spent there, too.

Richard K.
Salinas, CA

From: Mail.mbay.net
To: FORA Board
Subject: East side Parkway
Date: Saturday, December 02, 2017 9:47:39 AM

Dear FORA Board,

I am concerned about the Eastside Parkway. I do not want it built. I do not see a need to build it. I hike there often and enjoy the serenity. The EP would destroy that serenity. It would also cause damage to the flora and fauna there. I am not alone. I see hundreds of other like-minded hikers and bikers. I speak to them every time I go there. None of them wants the EP either. Please leave the natural beauty of Fort Ord just as it is. Monterey Downs was a mistake and so is this.

Skip Kadish, Marina
831-601-3057

From: chris_dale@comcast.net
To: FORA Board
Subject: Eastside Parkway
Date: Saturday, December 02, 2017 5:54:25 PM

December 2, 2017

Dale McCauley
270 El Caminito Rd.
Carmel Valley Ca. 93924
chris_dale@comcast.net

Dear FORA Board,

I would suggest your goals be to first, use existing roads with some improvements to serve the current users.

Secondly, work with TAMC to improve the local circulation and address the current problems during rush hours.

Third, develop a transportation plan that focuses on bicycles, buses and electric cars to prepare for the future by starting at the campus.

As for the Eastside "Parkway" do not spend any more time and money on it.

If you want to be effective, start by listening to the community, become a trusted partner, think forward and deeply and become informed, then test your ideas with focus groups. You need to build support with the people first.

Your first step would be to do some house cleaning and acknowledge the past mistakes. It would be bold and take leadership but you need to make some major changes anyway.

I encourage you to lead if you want to survive.

Sincerely,

Dale McCauley

From: [John Manning](#)
To: [FORA Board](#)
Subject: Concerns over Eastside Parkway
Date: Sunday, December 03, 2017 3:30:14 PM

Dear Board,

I support the Landwatch opposition to the Eastside Parkway. Having hiked Ft. Ord , I appreciate the wild beauty that needs to be preserved.

Thank you,
Ruth Carter
Carmel Valley

Sent from my iPhone

From: [Edith Frederick](#)
To: [FORA Board](#)
Subject: In lieu of Eastside Parkway
Date: Sunday, December 03, 2017 7:41:36 PM

Please pay the owed \$35 million to TAMC first, then pay for regional road improvements on Highway 1, Highway 68 and Highway 156.

Please consider any further spending for cost efficient projects easing present traffic congestion areas and to improve safety for bikers and pedestrians.

We do not need more roads!

From: [Edith Frederick](#)
To: [FORA Board](#)
Subject: Fwd: In lieu of Eastside Parkway
Date: Sunday, December 03, 2017 7:43:50 PM

The previous email is from
Edith Frederick, MST rider, pedestrian, bicyclist and driver in that order
121 Winham Street
Salinas
831 998 1007

Begin forwarded message:

From: Edith Frederick <ediesan115@gmail.com>
Subject: In lieu of Eastside Parkway
Date: December 3, 2017 at 7:41:26 PM PST
To: board@fora.org

Please pay the owed \$35 million to TAMC first, then pay for regional road improvements
on Highway 1, Highway 68 and Highway 156.

Please consider any further spending for cost efficient projects easing present traffic congestion areas and to improve safety for bikers and pedestrians.

We do not need more roads!

From: [amy wells](#)
To: [FORA Board](#)
Subject: Eastside Parkway
Date: Sunday, December 03, 2017 9:00:00 PM

Dear FORA board and staff,

I am writing you to express my dissatisfaction with your promoting of the "Eastside Parkway" and its alignment, stemming from the failed Monterey Downs development.

I cannot attend the pubic workshops on this matter and wish to, as clearly as possible, dissuade you from pursuing this unpopular road. We, as a community, should not expend public resources pursuing a project which has tremendous environmental, financial, and legacy costs for no discernible benefit.

I, like many residents, use the area in which the road is proposed for recreation, and I commute on highway 68 to work. By simply looking at the maps I realize the road will do next to nothing to improve my commute (actually it will likely increase traffic on highway 218 which intersects 68) and will significantly lower my, and others opportunities to recreate in the Parker Flats areas.

Please consider other less burdensome alternatives, such as improving existing roads (e.g. Inter Garrison, Eighth Ave. and Giggling) to achieve the same goals, if these goals are even arguably a priority. We know there are several other more pressing regional traffic issues.

I ask you not to attribute this letter as "public participation" in the forwarding of the ill advised Parkway: It is a call to abandon the project and process as a whole.

Sincerely,
Amy Wells D.V.M

From: [Danielle Martin](#)
To: [FORA Board](#)
Cc: [Supervisor Adams](#); district4@co.monterey.ca.us
Subject: Re: FORA's future funds usage for local highway improvements....
Date: Monday, December 04, 2017 8:15:54 AM

Dear FORA Board,

Please receive my request to NOT develop the Eastside Parkway.

I am concerned that our existing highways should still have additional improvements before considering ANY new roads. Also I am concerned that connecting the upper areas of Seaside to this additional road towards Salinas will result in destroying the family neighborhoods and school access streets on the way to accessing this proposed parkway/freeway area. Additionally this 'same' traffic would still get waylaid when eventually it would connect to Reservation Road, Highway 68 or Fremont Street areas, Canyon Del Rey areas, etc. Thus I highly encourage any 'remedies' possible to improve existing roads' infrastructure - particularly improving the worst Highway 156 bottlenecks and 'all' our commuting/gridlock zones as a higher priority which I understand FORA's budgeting privileges can be properly applied towards.

Lastly I consider the Ft. Ord National Monument and it's surrounding areas to be a 'priceless' treasure to it's surrounding communities and I predict that this area will become more and more 'beloved' as are our other regional parks and regional 'natural areas'. I've seen so many ages of users there, families with kids of all ages finally safe enough to bike on it's 'car free' roads, locals running, hiking, and biking to access the dirt trails without having to endure any worrisome traffic near the park's immediate boundaries.

Thanks you for your time in reading this email,

Sincerely,

Danielle Martin

From: Paola Berthoin
To: FORA Board
Cc: landwatch@cal.org
Subject: Eastside parkway proposal
Date: Wednesday, December 06, 2017 11:20:23 AM

Dear Fora Board,

All other options other than the proposed Eastside Parkway (or any other environmentally destructive option) must be considered to the fullest extent as required by CEQA and other applicable laws. This proposal would destroy 10,000 oak trees and associated habitat that is home to much wildlife. It is also land that is used for recreation by many people. Now, more than ever, prime lands such as this maritme chaparral should be preserved. Monterey County is known for its environmental values. Destroying this habitat would be devastating and a real scar on the reputation of Monterey County. We know the far-reaching detrimental effects of the car culture, most significantly, climate change.

As an artist, I have spent many hours painting onsite of the proposed "parkway". All FORA members and others involved in the decision making process would benefit from spend time out on the land. As Aldo Leopold said many years ago;

"A thing is right when it tends to preserve the integrity, stability, and beauty of the biotic community. It is wrong when it tends otherwise." ... [A] land ethic changes the role of Homo sapiens from conqueror of the land-community to plain member and citizen of it."

What message and legacy do you want to leave to the children of this area and beyond? One of destroyer of earth's support systems or one who creatively designs solutions that preserve the ecological integrity of the land we all depend on for physical and mental well-being? An approach of using Ecological Design Principles would provide a useful framework for all involved.

The painting and photograph included with this email depicts part of the area that would be destroyed if the already-deemed illegal parkway moves forward.

Sincerely,

Paola Berthoin

Paola Berthoin
25440 Telarana Way
Carmel, CA 93923
www.paolafiorelleberthoin.com
www.passion4place.net
831.624.9467





From: [Michael McGirr](#) on behalf of mike.mcgirr@icloud.com
To: [FORA Board](#)
Cc: [Lisa McGirr](mailto:Lisa.McGirr@co.monterey.ca.us); markeyka@co.monterey.ca.us; district4@co.monterey.ca.us
Subject: Not so fast on Eastside Parkway.
Date: Wednesday, December 06, 2017 12:59:23 PM
Attachments: [image001.png](#)

Dear FORA Board,

As a concerned citizen of Monterey County and an avid outdoorsman I believe Supervisor Jane Parker has given a clear and concise summary of why alternatives to the Eastside Parkway are a desirable course of action rather than pursuing a plan with the obvious disruptions and shortcomings of the Eastside Parkway.

I support the suspension of further planning or consideration of the Eastside Parkway. Supervisor Parker gives an excellent summary in her recent Face Book post and I support her efforts for conservation and better planning for use of constrained public funds.

It would be nice to see the County, Seaside and Marina come together to determine a Gateway to the Fort Ord Monument somewhere in the 8th and Giggling area. It could be both a recreational and economic boost to the community.



Jane Parker

3 hrs ·

I'm not convinced that there is a need for a new road (Eastside Parkway) that carves through the middle of a popular recreation area. We need to be clear about the goals we are trying to achieve. I have expressed my opinion that FORA should instead be allocating its share towards improvements on existing regional roads including Highway 1, Highway 68, and Davis Road, before pursuing Eastside Parkway.

I encourage you to learn more and participate in the public process by attending one of the meetings today or sending an email to the FORA Board (board@fora.org).

Some of my concerns I have shared about this project include:

- Is Eastside Parkway needed? There are already existing roads that connect General Jim Moore Boulevard to Reservation Road, and much of the planned development in the upper end of Seaside has not occurred.
- Would Eastside Parkway create third route between Salinas and Monterey? One would have to cut through a series of roads that are currently heavily impacted at rushhour - Fremont Street and Canyon Del Rey. With additional development planned in Del Rey Oaks, this route will become even more difficult.
- There are much more cost effective alternatives to relieving traffic, such as improving existing roads as necessary.
- FORA hasn't yet paid for regional road improvements. FORA committed to helping pay for improvements on Highway 1, Highway 68 and Highway 156. To date, FORA owes \$35 million to TAMC.
- FORA's preferred alignment for Eastside Parkway will destroy a popular recreation area along with 10,000 oak trees.
- The approval of Eastside Parkway would open the door for a project similar to Monterey Downs to be built in the same location at Parker Flats.



DEC

6

Eastside Parkway Environmental Review...

Today · 2 Times · Carpenters Union Hall, 910 2nd...

5 people interested

★ Interested

Like Share

Thank you.

Kind Regards,

Mike and Lisa McGirr
1081 San Vincente Ave.
Salinas, CA 93901
321.432.5322

From: [Juli Hofmann](#)
To: [FORA Board](#)
Subject: Eastside Parkway
Date: Wednesday, December 06, 2017 1:59:19 PM

Dear Board,

FORA needs to re-evaluate the priority that it has placed on developing the Eastside Parkway plan. This plan was originally envisioned to serve Monterey Downs; a project that is not longer a possibility of development. Why then, continue to fund and plan this road, when there is little data to support its current or future need? How does the board justify its stubborn desire to cling to this project when there are better infrastructure projects to support first?

Instead, resources would be better served to improve traffic flows where traffic impacts are clearly more evident and measurable. Please reconsider and look at other project alternatives that would serve more residents and users of the existing roads. It is evident that the parameters of need for the parkway, as originally designed, have changed. The board must recognize this shift and reassess new solutions beyond the Eastside Parkway concept.

Even removing the remaining blight on the base would be a better use of FORA resources as this will lead to development and infill instead of building a road to no where.

Juli Hofmann
Marina

From: Bertrand Deprez <bertrand@redshift.com>
Sent: Tuesday, December 19, 2017 10:59 AM
To: FORA Board
Subject: Eastside Parkway

To whom it may concern,

I am a Seaside resident and attended the FORA community "workshop" on "Eastside Parkway" Dec 6. The process was flawed and I suggest you start listening to the residents and stop imposing on us a vision that is outdated and obsolete. The "Eastside Parkway" is not needed. Many speakers gave you good reasons why to not proceed and offered solutions to remedy. Hopefully you will answer the questions asked during this supposedly "workshop" rather sooner than later. Thank you for your consideration.

Bertrand Deprez

From: Michael DeLapa [mailto:execdir@landwatch.org]
Sent: Tuesday, December 19, 2017 10:37 AM
To: Jonathan Brinkmann <Jonathan@fora.org>; FORA Board <board@fora.org>
Cc: Nicole Charles <Nicole.Charles@sen.ca.gov>; Mark.Stone@asm.ca.gov; cityclerk@ci.seaside.ca.us; marina@ci.marina.ca.us; COB@co.monterey.ca.us
Subject: FORA Transportation Project Goals and Objectives (previously Eastside Parkway)

Fort Ord Reuse Authority (FORA) Board of Directors

At workshops held on December 6, 2017, FORA staff and consultants sought public input on project “goals and objectives” related to the Eastside Parkway. More than 90% of the people at the workshop I attended voiced strong opposition to a new freeway across Fort Ord. Acknowledging this overwhelming opposition, LandWatch Monterey County offers revised goals for transportation improvements that meet identified needs (*attached*). We also rename the project—formerly known as the Eastside Road and also as the Eastside Parkway—to reflect public support for regional projects that improve safety and reduce traffic congestion.

Regards,

Michael

Michael D. DeLapa
Executive Director
[LandWatch Monterey County](http://LandWatchMontereyCounty.org)
execdir@landwatch.org
650.291.4991 m

[Sign-Up | Get Involved | Donate](#)

[Like Us on Facebook!](#)



December 19, 2017

Mayor Ralph Rubio, Chair
Fort Ord Reuse Authority (FORA) Board of Directors
920 2nd Avenue, Suite A
Marina, CA 93933
board@fora.org | planning@fora.org

Subject: FORA Transportation Project Goals and Objectives [Eastside Parkway]

Dear Chair Rubio, FORA directors, and FORA staff:

At workshops held on December 6, 2017, FORA staff and consultants sought public input on project “goals and objectives” related to the Eastside Parkway. More than 90% of the people at the workshop I attended voiced strong opposition to a new freeway across Fort Ord.

Acknowledging this overwhelming opposition, LandWatch Monterey County offers revised goals for transportation improvements that meet identified needs (attached). We also rename the project —formerly known as the Eastside Road and also as the Eastside Parkway—to reflect public support for regional projects that improve safety and reduce traffic congestion.

There is no demonstrated need for a new “parkway” in Fort Ord. Traffic volumes, regional traffic models, and other traffic data don’t justify it. Moreover, the public strongly opposes significant loss of oak woodlands, as made clear during the Whispering Oaks referenda and the Monterey Downs debacle.

Consequently, the goals we propose focus FORA’s transportation improvements and limited funds on mitigation for identified development projects on the former Fort Ord. This of course begs the question whether FORA’s limited funds would be better spent on blight removal, which remains a very significant impediment to economic development – more so than roads.

In developing these goals, LandWatch consulted with community leaders, transportation engineers, land use attorneys, and others with extensive experience in regional transportation issues, CEQA, and Fort Ord reuse. We are confident that the goals we recommend will stand both public scrutiny and help FORA avoid further costly lawsuits.

Please also enter LandWatch’s previous correspondence into the public record:

- October 9, 2017 letter from Keith Higgins to Michael DeLapa identifying issues the Fort Ord Reuse Authority, Monterey County and Cities of Marina and Seaside should address for the planning of Eastside Parkway in northeastern Fort Ord.

- October 10, 2017 letter from Michael DeLapa to Mayor Ralph Rubio seeking clarification of on-call engineering and design services on the Oct. 13 FORA Agenda in the context of Eastside Parkway.

Thank you for your consideration.

Sincerely,



Michael D. DeLapa
Executive Director

cc: State Senator Bill Monning
Assemblymember Mark Stone
Monterey County Board of Supervisors
City of Seaside City Council
City of Marina City Council
Keep Fort Ord Wild

**¹Regional Transportation Improvement Project² to
Mitigate Transportation Impacts of Identified
Development Projects on the Former Fort Ord**

Project Goals

1. Identify and prioritize funding for the most economically and environmentally cost effective network of regional road improvements that by 2035 would mitigate known development impacts on the former Fort Ord and provide a level of service “D,³” taking into account the Transportation Agency of Monterey County’s regional transportation plans, already programmed and funded road improvements and their expected benefits.
2. Correct existing, unprogrammed and unfunded road deficiencies prior to dealing with potential long-term deficiencies. For example, these could include the Highway 1 interchanges with Fremont Boulevard and Imjin Parkway.
3. Consistent with strong public sentiment at the public workshops, which also opposed the now defunct Monterey Downs and Whispering Oaks proposals, reject any new road that would significantly impact oak woodland habitat or induce growth.

Comments

1. If a north-south transportation improvement is identified as a necessary mitigation, improvement of existing roads, such as Gigling Road to Eighth Avenue to Inter-Garrison, and roundabouts, should be preferred alternatives because road enhancements will likely generate fewer significant environmental impacts and have lower costs than building new roads.
2. All road designs shall be consistent with best design practices of the Regional Urban Design Guidelines adopted by the FORA Board.
3. Recognize that collaboration with LandWatch and Keep Fort Ord Wild is the best strategy for developing community consensus and avoiding unnecessary legal costs.

¹ “Known development” is existing development and future development for which a local land use agency has issued development approvals that include at least a lot-level subdivision map or building permit.

² Renamed the project formerly known as the Eastside Road to reflect an identified transportation need.

³ LOS D is the Monterey County, Seaside and Marina standard.

From: Bill Weigle <billweigle@sbcglobal.net>
Sent: Tuesday, December 19, 2017 5:55 PM
To: FORA Board; Jonathan Brinkmann
Subject: Plans for Eastside Parkway - I agree with LandWatch
Attachments: 121917-LW_FORA_Transportation_Goals.pdf

Members of the FORA Board:

I have been following the discussions regarding the Eastside Parkway for several years and I am intimately familiar with the heavily-forested land on the former Fort Ord where it would go, destroying both habitat and heavily-used and -needed recreational venues both locals and visitors use.

I encourage you to read the "FORA Transportation Project Goals and Objectives [Eastside Parkway]" very carefully. I have attached this document below. It is possible to meet our transportation needs without destroying our Coastal Oak Woodlands.

Thank you for reading and considering my comments.

Bill Weigle
Seaside resident



December 19, 2017

Mayor Ralph Rubio, Chair
Fort Ord Reuse Authority (FORA) Board of Directors
920 2nd Avenue, Suite A
Marina, CA 93933
board@fora.org | planning@fora.org

Subject: FORA Transportation Project Goals and Objectives [Eastside Parkway]

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Sincerely,



Michael D. DeLapa
Executive Director

cc: State Senator Bill Monning
Assemblymember Mark Stone
Monterey County Board of Supervisors
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3. Recognize that collaboration with LandWatch and Keep Fort Ord Wild is the best strategy for developing community consensus and avoiding unnecessary legal costs.

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² Renamed the project formerly known as the Eastside Road to reflect an identified transportation need.

³ LOS D is the Monterey County, Seaside and Marina standard.

From: David Grow <DavidG@trueleaffarms.com>
Sent: Thursday, December 07, 2017 11:06 AM
To: Heidi Lizarbe; Mayor Gunter
Subject: For consideration.

Please submit to committee looking into a new path between the Salinas corridor and the Monterey peninsula.

3.63 miles connects Salinas to an underused existing connection to HWY 1

Best Regards,
David Grow
831 235 5681



From: JaneHaines80@gmail.com
Sent: Tuesday, December 19, 2017 8:09 PM
To: FORA Board; Rubio Mayor Ralph
Subject: "Eastside Parkway Environmental Review Process"

Dear Mayor Rubio and FORA:

This email responds to FORA's solicitation of comments addressing the so-called "Eastside Parkway Environmental Review Process."

I oppose construction of a new Eastside Parkway. I urge that instead of constructing an Eastside Parkway, FORA be guided by the environmentally-superior goals recommended by LandWatch, as follows:

- direct funding to improvement of existing roads rather than construction of a new freeway across the former Fort Ord
- avoid road construction through oak woodland habitat
- make road design consistent with Regional Urban Design Guidelines

The Fort Ord Base Reuse Plan mandates environmental protection in reuse of the former Army base.. Cutting a new highway through oak woodland habitat is the antithesis of environmental protection. The Base Reuse Plan never mentions an "Eastside Highway." I urge FORA to abandon its long-held assumption that an Eastside Parkway is needed and instead, to look with fresh eyes at LandWatch's recommended transportation goals, and then adopt them.

Sincerely,
Jane Haines
Pacific Grove resident
(831) 375-5913

From: Lisa <lhoivik@comcast.net>
Sent: Tuesday, December 19, 2017 5:43 PM
To: FORA Board; Jonathan Brinkmann
Subject: eastway parkway

Mayor Rubio and Board members,

There is no need for a new “Parkway” at Fort Ord. The public does not want it and traffic studies do not support it. And the significant loss of oak woodlands would be a disaster!

Better to spend limited funds on blight removal and recreational opportunities. The latter would benefit locals and visitors.

Thank you,

Lisa Hoivik
113 Linda Vista Pl.
Monterey

From: Sara Hunsaker <sarahun@comcast.net>
Sent: Wednesday, December 20, 2017 6:01 AM
To: FORA Board
Subject: Ft. Ord 'Development'

Dear FORA Board Members,

I fully support the Landwatch determinations regarding building new parkways. There is a need to update the Imjin and Fremont accesses. That's all folks: Keep Fort Ord as Wild as possible. "Parkways" are foot paths and bike trails within our protected parks not places we want to destroy habitat.

Please!

Thank you,
Sara Hunsaker
Carmel Valley, CA

Eastside Parkway Goals and Objectives

Emails to planning@fora.org

Relating to the Public Workshops held
on December 6, 2017

From: Amelia Olson <amolson@csumb.edu>
Sent: Wednesday, December 13, 2017 11:46 AM
To: Jonathan Brinkmann
Subject: Eastside Parkway comments

RE: Comments on the December 6th, 2017 Community Workshop on project goals and objectives for the proposed Eastside Parkway.

Ladies and Gentlemen,

I attended the Community Workshop on December 6th, held to solicit opinions from the public regarding the proposed Eastside Parkway. As a resident of Marina since 2011, I appreciate the effort to integrate public opinion into goals and objectives for the proposed road. However, I oppose the Eastside Parkway for the following reasons:

- The workshop was presented as a seminar. The questions that were presented were not answered by FORA members. I left the meeting with more questions than I entered with.
- One such question I left with was “where would this road go?”
 - Presently, there is no proposed route of the Parkway. Further, was a lack of general corridor shown at the public meeting. Without a reference path, it is very difficult to select route that is preferable to the public.
- As an avid hiker, Fort Ord in its present condition presents a wonderful opportunity for recreation. A road such as Eastside Parkway would disrupt many trails and pose a new safety risk in crossing. Worrying about being struck by a car is not something I would like to associate with hiking.
- Car strike and roadkill would be an inevitability with Eastside Parkway. Deer strike in particular would not only negatively impact to the native deer population, but would also be a human safety problem.
- The flora and fauna present in Fort Ord would be disrupted by the implementation of this road.
- Though the design of the road is intended to lessen traffic issues and avoid the CSUMB campus, I worry that the addition of cars entering Inter-Garrison would negatively impact students and staff traveling from East Campus Housing to campus.
- Lastly, I wonder if there is not a better solution that does not involve the creation of a new road through Fort Ord but perhaps improving existing roads.

Please take these comments into consideration.

Thank you,

Amelia Olson
[8053155008](#)
[amolson@csumb.edu](#)

From: john-bonnie <johnwhisler@comcast.net>
Sent: Monday, December 18, 2017 7:38 AM
To: Jonathan Brinkmann
Subject: Eastside Parkway

Dear Planners,

I have some concerns about the present alignment.

I am concerned about the damage that will be done to a valuable Oak woodland, and the damage that will be done to a popular recreation area.

I am concerned that this road will direct traffic through residential areas in Seaside causing bottlenecks and unwelcome noise.

I am concerned that Seaside Middle School, which produces its own traffic, will be subjected to even more traffic.

The plan to put this road through Fort Ord will require careful planning, and consideration of these concerns.

Sincerely,
Bonnie Whisler
1985 Military Ave.
Seaside

From: Darius Rike <darike01@gmail.com>
Sent: Wednesday, December 06, 2017 3:13 PM
To: Jonathan Brinkmann
Subject: Eastside Parkway

I attended the "workshop" today but had to leave early. I was a little disappointed as I thought it would be more interactive.

In any case, here are my comments.

1. Are there alternatives to address the projected traffic besides building a new road (improve/connect existing roadways to allow traffic to flow better, improve biking infrastructure for bike commuting, improve public transportation).
2. If an Eastside Parkway (North South Road through the former Fort Ord) must be built then the road infrastructure at each end of it should be developed FIRST so that you don't end up with a road that can handle a lot of traffic that ends up starting and ending in areas that can not (General Jim Moore is only two lanes where it enters Del Rey Oaks, Reservation Road and Davis Roads are only two lanes but are supposed to be feeders in this new roadway, InterGarrison is only two lanes etc....). Improving the surrounding traffic infrastructure will help current and future proposed traffic and if built out and the additional traffic doesn't require Eastside parkway then great.
3. If Eastside Parkway is built every effort should be made to minimize its impact on open space and wildlife. A road through the open space on Former Fort Ord WILL lead to more animal deaths from traffic even if you make wildlife crossings. The wildlife doesn't know it is supposed to cross the road at a specific location.
4. If Eastside Parkway is built every effort should be made to ensure it enhances the recreational trail opportunities and does not negatively impact what has become a destination trail system for hikers, bikers, trail runners, dog walkers etc..
5. Safe crossing for trail users must be included in the plan preferably in the form of multiple over or under passes.

Regards,

Darius Rike
831-596-9102
Marina, CA

From: Dusan Tatomirovic <dusan.tatomirovic@gmail.com>
Sent: Friday, December 08, 2017 6:34 AM
To: Jonathan Brinkmann
Subject: "Eastside Parkway"

A new connection between Monterey/Seaside area and Salinas is necessary for rush hour traffic only.

Instead of building a completely new road, FORA should consider using existing infrastructure and be upgrading it to meet the current standards.

The Coe Avenue extension should connect to upgraded Eucalyptus and Watkins Gate roads since the east side of WG is already being upgraded for the East Garrison access.

That route would provide very little habitat destruction and will be the shortest connection between Seaside and Salinas while avoiding CSUMB but serving East Garrison as well.

Such a new route should be appropriately renamed, to avoid association with past failed projects. Also, more evenly distributing traffic between Blanco and Reservation/Davis routes would alleviate traffic congestion through Marina.

Once completed, the proposed two-lane road would be open to ONE WAY TRAFFIC from Salinas to Monterey between 7-9 am and in the opposite direction between 4-6 pm.

For the rest of the day, it would operate as a Fort Ord access road only, with a physical barrier preventing through traffic. Such an automated system could be easily implemented.

This solution would take away the most important issue from the development opponents - CA oaks destruction and would also present them with an idea that is hard to fight: that the road's primary goal is to increase access to Fort Ord.

Please confirm that you have received this e-mail.

Thank you.

Dusan Tatomirovic
Marina, CA 93933

Dusan Tatomirovic
Skype: duketate
Phone: 831-204-8401

"Nothing limits achievement like small thinking; nothing expands possibilities like unleashed imagination." (William Arthur Ward)

From: Eric Morgan <emorgan@blm.gov>
Sent: Wednesday, December 06, 2017 1:40 PM
To: Jonathan Brinkmann
Subject: Eastside Parkway Workshop
Attachments: ATT00001.htm; Transportation Workshop Letter to FORA.pdf; eastside parkway planning maps BLM comment letter.pdf; ATT00002.htm

Please accept this previous letter as our comment on the Eastside Parkway planning process.

ERIC MORGAN
Fort Ord National Monument Manager
(831)582-2212 office
(831)206-2505 cell

Visit Our ExtraOrdinary Webpage www.blm.gov/nlcs_web/sites/ca/st/en/prog/nlcs/Fort_Ord_NM.html

Begin forwarded message:

From: "Morgan, Eric" <emorgan@blm.gov>
Date: August 25, 2017 at 9:42:56 AM PDT
To: board@fora.org
Subject: FORA Transportation Workshop

Hi FORA Board:

Thanks for sponsoring a transportation workshop on September 8th.

Please see our comments on the transportation planning efforts relevant to Eastside Parkway.

Eric A. Morgan
BLM's Fort Ord National Monument Manager

(831)582-2212 Office
(831)206-2505 Cellular

BLM Fort Ord National Monument
940 2nd Avenue
Marina, CA 93933

Visit Our ExtraOrdinary Webpage [here](#)

"GREAT LANDS, GREAT VALUE: The BLM is one of a handful of federal agencies that generates more revenue than it spends. For every dollar of federal funding spent, BLM returns about five dollars directly back to the Federal Treasury - much of this revenue is disbursed back to state and local governments where the public lands reside. Job creation associated with the BLM administered lands accounts for about 1 percent of the GDP. These lands are a sound financial investment in so many ways."



United States Department of the Interior

BUREAU OF LAND MANAGEMENT

Central Coast Field Office
940 2nd Avenue
Marina, CA 93933
www.blm.gov/california



August 25, 2017

In Reply Refer To:
6200 (CA190.50)P

Michael A. Houlemard, Jr.
Executive Officer Fort Ord Reuse Authority (FORA)
920 2nd Ave,
Marina, CA 93933
Regarding: Transportation Workshop

Dear Mr. Houlemard:

The Bureau of Land Management (BLM) appreciates the leadership of FORA and the FORA Governing Board in carefully considering and planning a regional transportation system on the former Fort Ord. We support FORA's decision to analyze various options for the regional transportation system referred to as "Eastside Parkway" within the Capital Improvement Program. This potential transportation facility has become a lightning rod for controversy and we hope that the public becomes involved in the environmental review process.

As you know, the BLM was engaged with FORA in the early conceptual planning of "Eastside Parkway" with California State University Monterey Bay (CSUMB) sometime around 2005. The BLM envisioned a regional transportation connector that was north of what is now the national monument, and CSUMB envisioned this regional connector being south of their campus and possible future campus housing. That conceptual transportation planning in 2005 was also mindful of avoiding lands designated as habitat reserves within the Habitat Management Plan.

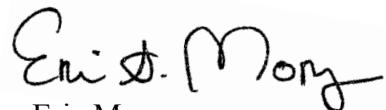
As you now analyze alternatives and final alignment of this regional transportation network, please be mindful of these opportunities: 1) there is need for a gateway to the national monument from the north – there are two BLM trailheads on the southeast near State Route 68, but no managed trailheads on the north; 2) there is an opportunity to integrate regional motorized and non-motorized routes such as the Fort Ord Recreation Trail and Greenway (FORTAG); and 3) consider passage across transportation systems by wildlife and recreationists to open space.

If planned correctly, this transportation corridor can accomplish all of the above and provide needed traffic relief for State Route 68 and Highway 1. If the transportation network improves access to the national monument and includes developed trailheads as part of its design, perhaps it

can be called “*Monument Parkway*” or “*Gateway Avenue*”. There are currently three trailhead opportunities along or near the study corridor that have opportunities to be served by a regional roadway: 8th and Gigling intersection, Jerry Smith and Intergarrison intersection, and the former Travel Camp. A trailhead at the Jerry Smith intersection with Intergarrison Road could serve both a FORTAG trail segment and access to the national monument. This could provide opportunities for federal funding of the transportation connection and access through the Federal Lands Access Program.

We are pleased to offer our enthusiastic support of this important transportation planning process. Thank you for considering our input.

Sincerely,



Eric Morgan
Fort Ord National Monument Manager

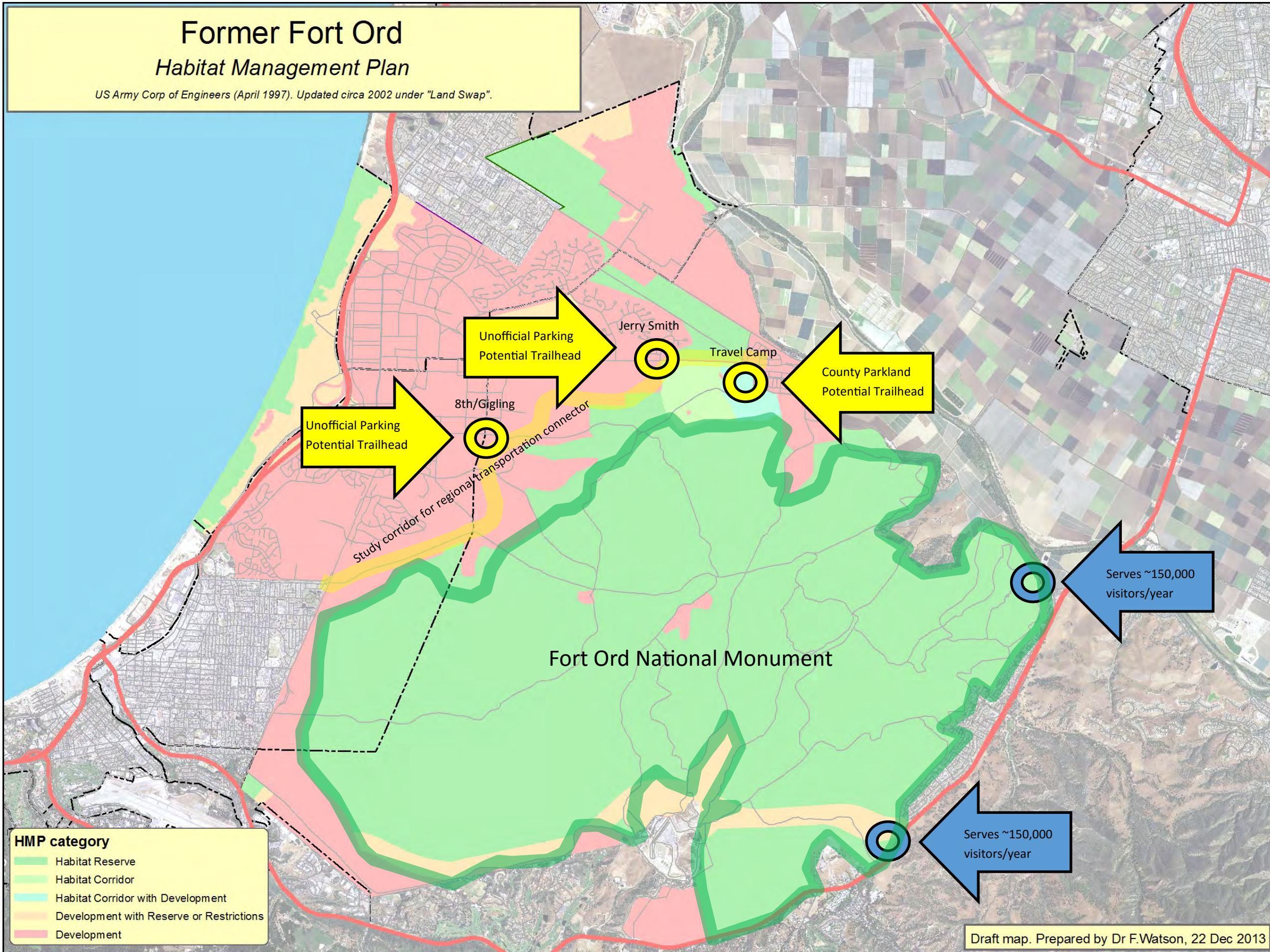
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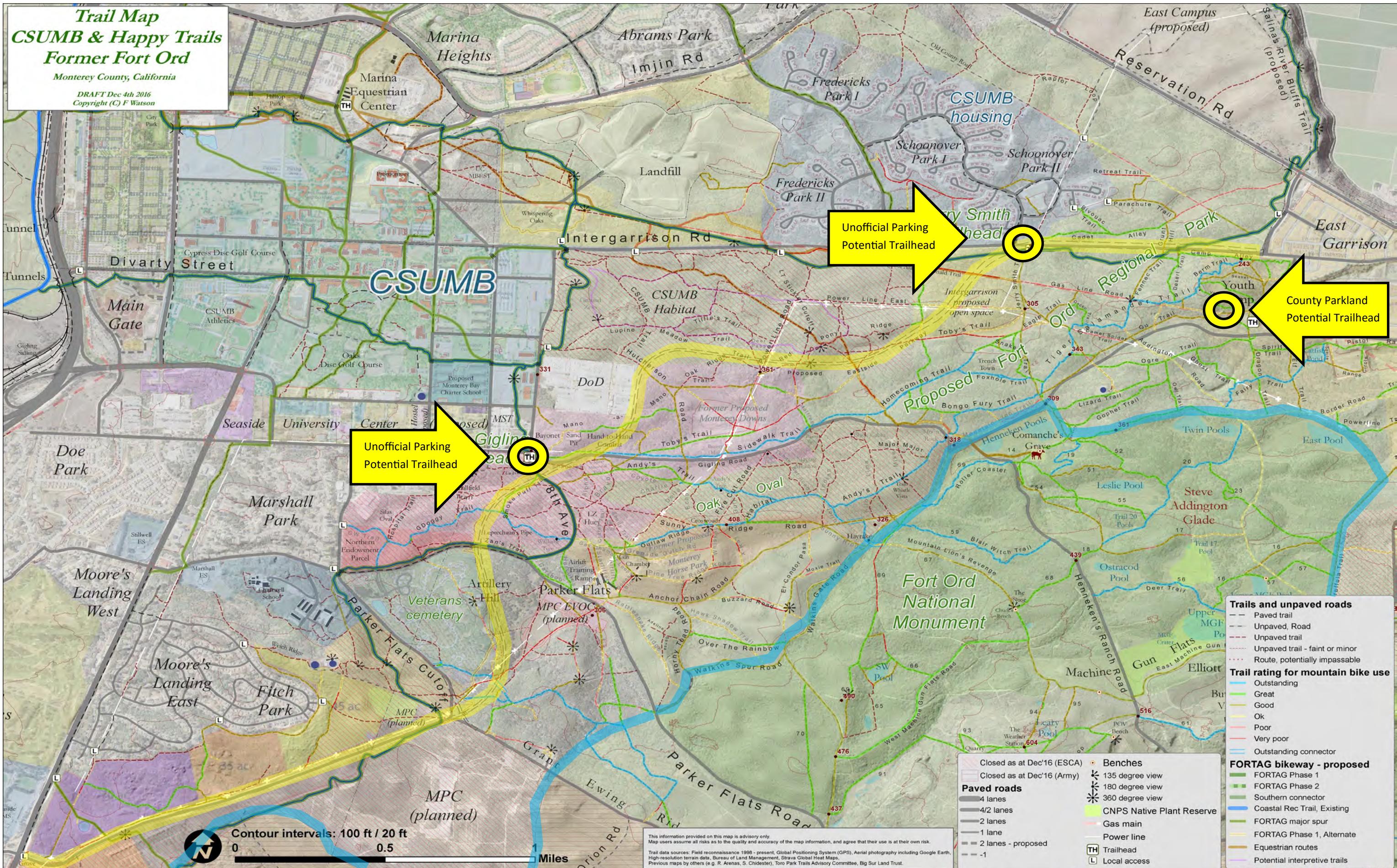
- Maps showing study corridor for regional transportation connector

Former Fort Ord

Habitat Management Plan

US Army Corp of Engineers (April 1997). Updated circa 2002 under "Land Swap".





From: Karla Garcia <karlarenee@prodigy.net>
Sent: Thursday, December 07, 2017 12:37 PM
To: Jonathan Brinkmann
Subject: East side Parkway

Good Afternoon,

As a home owner and member of this community, I am completely against the Eastside Parkway. There is no reason to utilize this road. The only thing that building a road in this area does is kill both plant and wildlife. Widening of both Imjin Road and Reservation Road is something that needs to be done. Both these roads are used heavily and they are direct routes to and from Marina and Salinas. From what I've read this project is going against a court order. I am hoping to be at every public meeting working in opposition against this road to KEEP OUR OPEN SPACE - OPEN!

Karla Garcia

From: kenneth chrisman <kennethchrisman@me.com>
Sent: Sunday, December 10, 2017 12:59 PM
To: Jonathan Brinkmann
Subject: Eastside Parkway - don't do it

Dear FORA board:

I encourage you to abandon the quest for a new route for vehicular traffic through the former Fort Ord. Please direct your resources to improving the existing routes as mandated by your initial charter. Issues to consider are:

1. Are there alternatives to address the projected traffic besides building a new road (improve/connect existing roadways to allow traffic to flow better, improve biking infrastructure for bike commuting, improve public transportation)?
2. If an Eastside Parkway (North South Road through the former Fort Ord) must be built then the road infrastructure at each end of it should be developed FIRST so that you don't end up with a road that can handle a lot of traffic that ends up starting and ending in areas that can not (General Jim Moore is only two lanes where it enters Del Rey Oaks, Reservation Road and Davis Roads are only two lanes but are supposed to be feeders in this new roadway, InterGarrison is only two lanes etc....). Improving the surrounding traffic infrastructure will help current and future proposed traffic and if built out and the additional traffic doesn't require Eastside parkway then great.
3. If Eastside Parkway is built every effort should be made to minimize its impact on open space and wildlife. A road through the open space on Former Fort Ord WILL lead to more animal deaths from traffic even if you make wildlife crossings. The wildlife doesn't know it is supposed to cross the road at a specific location.
4. If Eastside Parkway is built every effort should be made to ensure it enhances the recreational trail opportunities and does not negatively impact what has become a destination trail system for hikers, bikers, trail runners, dog walkers etc..
5. Safe crossing for trail users must be included in the plan preferably in the form of multiple over or under passes.

Thanks,
Ken Chrisman

Sent from my iPad

From: Lisa Rike <lmrike@yahoo.com>
Sent: Monday, December 18, 2017 4:43 PM
To: Jonathan Brinkmann
Subject: Eastside Parkway

18 December 2017

Lisa Rike
3020 Eddy Street
Marina, CA 93933

FORA
920 2nd Avenue
Suite A
Marina, CA 93933

SUBJECT: Eastside Parkway

The following is my submission of Goals and Objectives to be included in the evaluation of the need for Eastside Parkway.

GOAL: Coordinate with all other organizations to ensure duplication of traffic reductions aren't happening.

- Objective: Coordinate with AMBAG to see what their five year plan is.
- Objective: Coordinate with CEQA to ensure all mitigations are being represented.
- Objective: Coordinate with TAMC who is also going through public process at this time for transportation planning for the next five years. Be absolutely sure they haven't already found a solution before adding new roads.
- Objective: Respect the already approved FORTAG alignment approved by TAMC.
- Objective: Re-evaluate already preconceived transportation project to ensure they are still a rational choice.

GOAL: Minimize harm to public access in relation to key destinations. Also, minimize advert effects to the already active, outdoor community.

- Objective: Identify public access locations already in use for recreational lands and plan around those location to prevent their loss.
- Objective: Amend ReUse Plan to recognize unanticipated, extraordinary value the public has now placed on open/recreational space (i.e. 8th & Gigling) where the amount of people hiking, biking and running has increased by over 200+% since the last plan for this Parkway was established.
- Objective: Recognize "Happy Trail" (the North East section of land near 8th & Gigling) as a valued location to the community.
- Objective: Avoid cutting through recreational areas.
- Objective: Ensure no visible or sound impact on recreational areas

GOAL: Maintain Safe access to key destinations.

- Objective: Be sure there is adequate parking at trail heads.
 - Objective: Be sure there is safe access to trail head by using under/over passes.
- NOTE: Be aware this only has value to humans, the animals don't know the use them and will still be killed trying to cross over new roads within their habitat.
- Objective: Establish Bike and Pedestrian routes that are safe and not ON the actual roadway.

GOAL: Reduce traffic impacts and travel time while reducing impacts on wildlife, loss of recreational space, and other community locations.

- Objective: Analyze traffic flow and find the bottleneck locations. Fix these specific problems FIRST.
- Objective: Ensure that all access points to EastSide Parkway are able to take the added traffic and aren't just a new place for bottlenecking and commuter frustration.
- Objective: Maximize improvement to existing roads and re-evaluate before building new. For example, create wider road on Hwy 68 or add commuter lanes to Hwy 1.
- Objective: Create Roundabouts for smoother flow. i.e. General Jim Moore has so many stop signs that commuters aren't interested in using it and are still taking the other routes.

Objective: Provide for alternative options of transportation (i.e. bus lanes, bike lanes, park and rides)

Objective: Reduce the carbon footprint of Monterey County.

Objective: Avoid/Reduce impacts to local, state and federally defined sensitive areas.

Objective: Conserve farmland resources.

GOAL: Ensure Habitat Corridors (i.e. to the Salinas River from Fort Ord National Monument (FONM) are still available for the wildlife.

Objective: Prevent bifurcation of animals and plants from FONM.

Objective: Do NOT destroy local animal habitats.

Objective: Avoid cutting through habitat areas.

From: Madison Heard <mheard@csumb.edu>
Sent: Sunday, December 10, 2017 4:05 PM
To: Jonathan Brinkmann
Subject: Eastside Parkway

Hello,

I am a student at CSUMB and resident in the Fort Ord military housing. I frequently hike and bike around the Ford Ord trails and strongly oppose the construction of a parkway that will bisect these pristine lands.

Doing so would increase the likelihood of cars running into wild animals that have no familiarity with traffic, and fragile species would be threatened.

I do not support the plan to construct the Eastside Parkway.

Thank you and have a nice day.

Cheers,
Madison Heard

From: Pat McNeill <pmcneill@sbcglobal.net>
Sent: Monday, December 11, 2017 11:34 AM
To: Jonathan Brinkmann
Subject: Eastside Transit route

I propose the following route. East to West: Intergarrison Road to 8th Street to 8th St. Extension to Parker Flats to Eucalyptus to General Jim Moore.

A separate frontage path for student traffic will be required parallel and adjacent to Intergarrison. Wildlife underpasses, adequate for animals up to the size of deer and humans should be placed at locations determined by qualified biologists.

Thank you, Pat McNeill

From: Paul Whitson <p.whitson496@gmail.com>
Sent: Tuesday, December 12, 2017 12:36 PM
To: Jonathan Brinkmann
Subject: Eastside Parkway

Dear FORA Planning Committee Members:

I strongly urge you to reject proposals for construction of Eastside Parkway. This project is unneeded, a waste of tax dollars and an environmental disaster. I am strongly opposed and ask you to reject this proposal.

Cordially,

Paul Whitson
17900 Kearny Street #612
Marina, CA 93933-4554

From: Uli Siebeneick <uli.siebeneick@gmail.com>
Sent: Friday, December 15, 2017 10:02 AM
To: Jonathan Brinkmann
Subject: Eastside Parkway

I want to seriously object to the idea of an Eastside Parkway in its current form. From all the information I have gotten so far, it will dump the traffic on to the intersection of Eucalyptus Road and General Jim Moore. At that point most of the traffic would want to go down Coe Avenue and from there to Monterey Road. This would be the most direct way from East Garrison, Salinas and East Marina traffic to get to the Peninsula. Nobody would want to go directly through downtown Seaside. But Monterey Road is at this point already over its capacity to handle the current traffic.

Hans-Ulrich Siebeneick

Eastside Parkway Goals and Objectives

Letters to the Board of Directors

**Relating to the Public Workshops held
on December 6, 2017**

Fort Reuse Authority
920 2nd Avenue, Ste A
Marina, CA 93933

Sid Williams
147 Dolphin Circle
Marina, CA 93933

December 5, 2017

Subject: Eastside Parkway Environmental Review Workshop

Dear Sirs:

I am unable to attend either of the sessions listed on your website due to previous commitments. Please accept these comments on this important issue and consider them when moving forward with the Environmental Review process for the Eastside Parkway.

A third connector between Salinas and the Monterey Peninsula has been a part of the transportation plan within the FORA EIR since its inception. The discussions on its final location have included concerns from TAMC, CSUMB and other stakeholders which have caused the routing to change several times. While there have been several locations proposed and considered the over-riding point has remained the need to provide this additional connector. It has been seen not only as a necessary transportation improvement to relieve congestion on Hwy 1 and Hwy 68, but more importantly as a major mitigation to the increased traffic from new homes and to new businesses on historic Ft. Ord. Without this new addition to the regional transportation network, this increased traffic will have a significant impact on the aforementioned routes and further degrade their level of service.

The final routing of this road should consider the potential impact on the Oak Woodlands Preservation Program, access to the National Monument, the protection of the buffer zones for the National Monument and West bound access to the Veterans Cemetery. These issues are worthy of consideration but should not be factors that might cause this important mitigation to not ultimately be constructed.

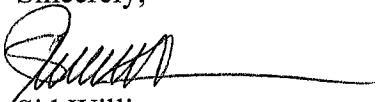
You will hear from Keep Fort Ord Wild and their supporters why this projection should not move forward. They will tell you that the routing you are currently considering is not what was originally proposed and is dangerous to the environment and detrimental to its protection. They will claim it is a mitigation that is no longer necessary. They intend that further construction on historic Ft. Ord will never be allowed to proceed and therefore this new transportation corridor is not worth the danger to the National Monument and its environs. However, this road is a major transportation mitigation for projects yet to come and a decision to not proceed endangers the

redevelopment of lands set aside for economic uses to replace the economies lost due to the base closure. Once the Eastside Parkway is killed, they will then use the lack of traffic mitigation as a reason not to permit the reuse of these lands.

The construction of this road is one of the most important regional projects in the Base Reuse Plan. It must be preserved to ensure that all three of the E's come to fruition. FORA is a regional authority and must prioritize that fact in its planning and CIP projects. To not move forward with this project would be an abrogation of FORA's regional responsibility.

Thank you for your consideration of these comments and for your efforts to bring the economy of this region back from the brink of Base Closure.

Sincerely,



Sid Williams



Robert Hale
39 Hacienda Carmel
Carmel, CA 93923

Mayor Ralph Rubio, Chair
FORA Board of Directors
920 2nd Ave, Suite A
Marina, CA 93933

RE: Eastside Parkway project goals/objectives

Dear Mayor Rubio,

I strongly oppose the proposed Eastside Parkway and support improving transportation to support existing issues - such as Hwy 1 & Inyan, Hwy & Fremont bottlenecks. I support Landwatch's letter for goals and objectives regarding transportation issues around Fort Ord.

The Eastside parkway will have a huge impact if running a freeway across extensive oak woodlands. This should be the last option - not a current priority.

Thank you for your consideration

Robert Hale

Summary of December 6, 2017 Spoken Public Comments

Background/Purpose

On December 6, 2017, FORA staff and consultants held a community workshop from 1:00 pm to 3:00 pm and from 6:00 pm to 8:00 pm to seek public input on Eastside Parkway Goals and Objectives. FORA provided an Eastside Parkway Frequently Asked Questions (FAQ) document as a handout for the public at the staff table along with Comment Sheets for written comments and speaker cards for spoken comments. After presenting information on Eastside Parkway Background, Roadway Network Overview, and CEQA Goals and Objectives, including examples of Goals and Objectives, FORA staff invited public comment on Eastside Parkway Goals and Objectives.

The primary purpose of the community workshop was to seek public input on Eastside Parkway Goals and Objectives. The local community who attended expressed criticism of the process, concerns about the conceptual Eastside Parkway improvement, reasons why the improvement was needed, and input for specific Goals and Objectives.

Criticism of the Process

FORA received spoken public comments from 35 people. Many members of the public found fault with the process. Examples of comments included:

- There is no opportunity for questions to be answered;
- Not adequate notice/announcements;
- This is not a workshop;
- Prefer a charrette and/or small groups for discussion;
- Workshop does not provide opportunity for public participation or dialogue;
- Email address to send comments not available on website as of 6 pm session;
- I thought I would see a map and have a map to draw on;
- I thought I would see alternatives to Eastside Parkway; and
- How can we give Goals and Objectives on a road alignment we haven't seen.

Eastside Parkway Concerns

Out of the 35 speakers, most commented about their concerns about Eastside Parkway. Examples of comments included:

- Traffic impacts to roadways adjacent to Eastside Parkway (such as Inter-Garrison Rd and Coe Ave);
- Keep open space accessible for recreation;
- Develop in the already developed areas of the base and upgrade existing roads;
- Maximize infill development first;
- Do not bisect open space areas of Fort Ord;
- Respect Fort Ord Rec. Trail and Greenway (FORTAG);
- Impacts to Fort Ord National Monument (FONM);
- Need to support future, workers, and residents;
- Facilitates Monterey Downs/future development;

- Funding and prioritization concerns;
- Consistency with and integration of Regional Urban Design Guidelines (RUDG);
- Monterey Peninsula has reached visitor capacity and ESP might facilitate more growth;
- Impacts to “Happy Trails” area;
- Visual and noise impacts;
- Encourages more traffic;
- No additional encroachment on natural lands;
- Improve other roadways instead of Eastside Parkway;
- Improve existing facilities instead of Eastside Parkway;
- Wildlife and plant impact concerns (e.g., movement, gray fox impacts, plants, oak tree impacts);
- Integration with Oak Woodland Conservation Plan process and future Seaside East development;
- Increase in dumping of trash;
- Don’t follow outdated Base Reuse Plan – projections are very different now;
- Eastside Parkway is not needed now or in the future;
- Build affordable housing near jobs instead of Eastside Parkway; and
- Improve transit and ride sharing instead of Eastside Parkway.

Eastside Parkway Need

A few speakers stated that Eastside Parkway was a needed improvement. Examples of comments included:

- Need additional route and not attached to any specific alignment;
- Link Salinas to the Peninsula to move commuters back and forth;
- Increase routes North and South;
- Important for future;
- Important for local workers and residents;
- Additional route would shorten commute times and alleviate stress;
- Integrate and provide access with FORTAG;
- Existing congestion is local traffic, not visitors;
- Connect to Veterans Cemetery; and
- Locate an alignment with access to BLM trailheads and 8th/Gigling parking area/trailhead.

Goals and Objectives Input

FORA staff reviewed in detail the spoken public comments with the aim of identifying input on Eastside Parkway Goals and Objectives. The following is a list of public input on Goals (open bullet “○”) and Objectives (square “■”):

- Reduce the need for a new roadway by increasing affordable housing in the peninsula cities;
- Plan for increased traffic on end-point roads;

- Plan ahead for post-FORA Eastside Parkway construction, be transparent as to the next steps;
- Preserve “open areas”;
- Utilize existing facilities;
- Tear down barracks;
- Preserve the clean air;
- Include wildlife migration protection;
- Recognize value of “Happy Trails” recreation and habitat area benefits, which have grown since the BRP (“Happy Trails” extent is North and Northwest of the Fort Ord National Monument, south of Inter-Garrison, east of the Veterans Cemetery and west of Reservation Road);
- Reiterate allowed flexibility of the Reuse Plan for amendment (Volume 1, last paragraph);
- Choose an option with minimal risk of costing too much money and eventually not being constructed;
- Maximize the incentive to build housing near employment;
- Maximize overlap with infill development;
- Defer this project until FORA measures 50-75% residential buildout;
- Consider bussing of workers, work with TAMC;
- Consider light rail instead of parkway;
- Maximize reuse of existing roads by widening;
- Minimize visibility of traffic as seen from recreational and habitat areas;
- Minimize sound of traffic as heard from recreational and habitat areas;
- Make more incentives for people to choose active transportation and mass transit;
- Develop more mass transit;
- Keep open spaces safely accessible as they are currently utilized by children at play on bicycles and on foot;
- Consider carpool lanes and carpool programs, or spread out traffic by encouraging variable work hours;
- Improve General Jim Moore Blvd by added roundabouts in place of stop signs and then study traffic flow;
- Improve traffic patterns on the current roadway network before looking at adding roads;
- Make project consistent with FORTAG and access to trailheads;
- Maintain public access to open space;
- Allow for free and safe West to East crossing, including people in wheelchairs, with strollers, or on horseback, such as underpasses or overpasses;
- Locate a road alignment with access to BLM trailheads and equip the trailheads with facilities;
- Utilize illuminated walkways over or under the roadway;
- Reduce the anticipated and current impact of commuters from the Salinas Valley to the Monterey Peninsula while at the same time reducing impacts on wildlife, open space and open space users (recreational users);
 - Increase the width of Imjin Road to match Imjin Parkway and add roundabouts as a way to carry more people;

- Increase multimodal transportation including safe bike access and frequency of busses;
 - Infill center of Hwy 1 with a new vehicle lane that changes direction by time of day;
- Build a north-south route with alignment to the Veterans Cemetery;
- Build tunnels under, or natural bridges over, the roadway to allow wildlife and recreational crossing;
- Include parking for BLM entry;
- Link Salinas to the Peninsula to move commuters back and forth;
- Integrate with FORTAG trails;
- Minimize harm to wildlife and the environment;
- Increase the number of routes north and south but prioritize fixing routes that are now in place first;
- Amend the reuse plan to recognize the value the public has placed on the geography around 8th and Gigling with respect to habitat and recreation;
- No additional bifurcation of the recreational areas of former Fort Ord;
- No additional encroachment of the development footprint (busy roads and buildings) toward the core habitat areas of the former Fort Ord;
- No bifurcation of the remaining oak woodlands on former Fort Ord;
- Consider the impact distance that wildlife species experience, as described in Fred Watson's journal article highlighting gray foxes;
- Use an efficient design to save as much money as possible if the Eastside Parkway is built, since the money will come from Marina;
 - Utilize existing roads to save money on the alignment such as 8th Avenue or General Jim Moore Blvd.;
- Adversely affect open space as little as possible;
 - Utilize existing roads to minimize open space impacts;
- Maximize safety of residents of CSUMB's East Campus housing in commuting to campus;
 - Establish bike and pedestrian routes north or south of, but parallel to Inter-Garrison Road;
- Respect FORTAG and how it respects the natural contours of the land and the public need and desire;
- Leave FORTAG implementable the way it was designed;
- Complete streets, not expressway;
- Look at the topography and allow for future use as bicycle-prominent route;
- Create a buffer/borderland between road and wildlands;
- Incorporate/be consistent with RUDG;
- Avoid encroaching on “edge zone” of the “wilderness”; and
- Minimize use of traffic signals and stop signs (General Jim Moore Blvd has too many).

Eastside Parkway Frequently Asked Questions (FAQ)

12-18-17

1. What is Eastside Parkway and what is it intended to do?

Eastside Parkway is a conceptual Southwest-Northeast arterial roadway within the Fort Ord on-site transportation network. The Fort Ord Reuse Authority (FORA) FY 05-06 thru 17-18 Capital Improvement Program (CIP) documents describe the conceptual roadway as a 2-lane arterial roadway from Eucalyptus Road to Schoonover Drive. Eastside Parkway is expected to accommodate 18,586 average daily trips (ADT) at 2035 (see “2017 FORA Fee Reallocation Study” for additional information).

2. What will the alignment of Eastside Parkway look like when it’s complete?

The alignment of Eastside Parkway has not yet been determined. As next steps in California Environmental Quality Act (CEQA) process for the roadway, FORA will prepare a project description of the proposed project and a statement of the project’s goals and objectives. The precise alignment of Eastside Parkway will not be determined until the CEQA process is complete.

3. When and how was the public informed of FORA’s plan to build Eastside Parkway?

In 1996, FORA circulated its Draft Fort Ord Reuse Plan and accompanying Draft Environmental Impact Report (EIR), which included Eastside Parkway in the Fort Ord Transportation Network, for public review and comment. In 1997, the FORA Board adopted the Fort Ord Reuse Plan and its Final EIR. The Final EIR identified the following impact: Increase Travel Demand on Regional Transportation System. It also identified the following mitigation for this impact: A Development and Resource Management Plan (DRMP) to establish programs and monitor development at Fort Ord to assure that it does not exceed resource constraints posed by transportation facilities and water supply shall be established by FORA. Section 3.11.5.3 (a) of the 1997 Fort Ord Reuse Plan (a component of the DRMP) states: FORA shall fund its “Fair Share” of “on-site,” “off-site,” and “regional” roadway and transit capital improvements based on the nexus analysis of the TAMC regional transportation model.

Eastside Road, renamed Eastside Parkway by County staff in 2010, is an “on-site” road within the Fort Ord Transportation Network identified in the 1997 Fort Ord Reuse Plan and its accompanying Final EIR, 3 traffic studies in 1997, 2005, and 2017, and in FORA’s annual Capital Improvement Program (CIP) documents from 2001-02 to present. The FORA Board prioritized Eastside Parkway funding in the 2009/10 mid-year CIP and maintained this funding priority in subsequent, annual CIP document approvals. These documents are available on FORA website: <http://fora.org/EastsideParkway.html>

4. What Fort Ord developments does Eastside Parkway serve?

In the beginning, Eastside Road was designed as a part of a network that accommodated Fort Ord and regional traffic. Eastside Parkway currently would serve East Garrison, East Campus Housing, CSUMB, Defense Manpower and Data Center, and Presidio of Monterey military housing, and future planned developments, such as Campus Town and Seaside East. Future traffic conditions in 2035 modeled in the ‘2017 FORA Fee Reallocation Study’ show that Eastside Parkway would provide important roadway capacity, meaning 18,586 ADT would use

Eastside Parkway. TAMC modeled the 2035 scenario finding that, with TAMC's Regional Transportation Plan and the FORA CIP, roadways in the Fort Ord Transportation Network would perform within acceptable levels of service (LOS) D or better.

5. If Fort Ord developments are not built, will Eastside Parkway still be necessary?

Fort Ord developments have been entitled, built, and are being planned consistent with the 1997 Fort Ord Reuse Plan. The 1997 Fort Ord Reuse Plan DRMP (Section 3.11.5) allows development within certain financial and resource constraints, such as 6,600 acre-feet per year of Salinas Valley groundwater. The FORA Board has not amended the DRMP. Planning for less development than allowed in the DRMP has not been studied, including traffic modeling which would answer this question.

6. Will there be bike paths on Eastside Parkway?

Yes. Bike path and trail connection through the former Fort Ord roadway network is an important part of the design of each roadway.

7. How will Eastside Parkway be funded?

Eastside Parkway is funded through the FORA CIP. The primary source of funds for the FORA CIP is the FORA Community Facilities District (CFD) Special Tax, which is a one-time special tax on former Fort Ord development. For additional details, you can access the current FORA CIP document on the FORA website: <http://www.fora.org/Reports/CIP-Current.pdf>

8. Why was Eastside Parkway designed to go through open space and disrupt habitat?

Eastside Parkway is a component of an on-base network of roads that address access issues under the 1997 Fort Ord Reuse Plan. The Fort Ord Reuse Plan identifies nearly 18,000 acres of habitat for permanent conservation and enjoyment by the Monterey Bay community and others. Access to these areas and the Fort Ord National Monument is a key element in the CIP priority for completing this roadway. As noted above, Eastside Parkway is a conceptual Southwest-Northeast arterial roadway within the Fort Ord on-site transportation network. The impact of the roadway on environmental conditions is yet to be determined and the precise alignment will not be finalized until CEQA is complete, but was taken into account in the reservation of lands for endangered species in the 1997 Fort Ord Habitat Management Plan.

9. Why is FORA still using the current conceptual alignment for Eastside Parkway?

FORA is not using the current conceptual alignment for Eastside Parkway. FORA is considering options.

10. What was the lawsuit about, and what was the error by the County and FORA? How was it corrected?

FORA, County of Monterey, and the County of Monterey Redevelopment Agency approved a 5-party memorandum of agreement (MOA) in 2011, agreeing to grant road rights of way (ROW) along the conceptual Eastside Parkway alignment to the County of Monterey. Keep Fort Ord Wild (KFORW) filed a lawsuit arguing that FORA and the County of Monterey should have completed CEQA prior to approval of the 2011 MOA. The Court sided with KFORW. Afterwards, FORA and County of Monterey settled with KFORW and rescinded their 2011 MOA approvals.

11. At the two December 6 FORA events on the Eastside Parkway, FORA talked about a "third route." Can you please tell me more about what is meant by a third route?

On December 6th, FORA consultant Andy Hunter with Whitson Engineers presented information about a "3rd Corridor" that would connect the Salinas Valley to the Monterey Peninsula, from Davis Road westerly to Reservation Road to Inter-Garrison Road to Eastside Parkway to the Monterey Peninsula. The other two corridors are described as:

- 1) Blanco Road westerly to Reservation Road to Imjin Parkway to Highway 1 South and
- 2) Highway 68 Monterey-Salinas Highway westerly to the Monterey Peninsula.

Three two-directional green arrows show these three corridors' starting points on slides 24-26 of 32 of the December 6, 2017 presentation

(http://fora.org/Presentations/Eastside_Parkway_Workshop_12-06-17.pdf). These slides show modeled changes in Average Daily Trips (ADT) from existing conditions to 2035. The source of this information is the "2017 FORA Fee Reallocation Study" completed by TAMC (http://fora.org/Reports/FORA_Fee-Reallocation_Studyc2017.pdf).

12. What happens with the extra traffic, as it would bring accidents, go by the middle school on Coe, and via Hilby, with the increase in traffic that building this road would bring?

FORA has not yet completed a project description for Eastside Parkway. FORA is considering options. When FORA completes an Eastside Parkway Environmental Impact Report (EIR), traffic impacts will be studied under the EIR and provided to the public and decision-makers.

13. What efforts will you take to ensure the FORA Board does not rubber stamp the same alignment?

CEQA requires FORA to complete a Notice of Preparation (NOP) stating that an EIR will be prepared. The NOP will include a project description and a statement of project goals and objectives. FORA is seeking community input on the project goals and objectives for this reason. In accordance with CEQA, FORA will proceed with an environmental review process that involves public participation, evaluation of a project's environmental impacts, and analysis and consideration of reasonable and feasible alternatives to the project to reduce environmental impacts, including a "no-project" alternative.

FORT ORD REUSE AUTHORITY BOARD REPORT

CONSENT AGENDA

Subject:	2018 Elect Board Officers
Meeting Date:	January 12, 2018
Agenda Number:	8e

ACTION

RECOMMENDATION:

1. Receive a report from the 2018 Nominating Committee.
2. Approve Nominating Committee's proposed slate or alternatively seek Board/Public nominations, and the Executive Officer will conduct an election.

BACKGROUND/DISCUSSION:

The FORA Master Resolution states that the Board Chair and Vice-Chair shall be elected annually at the end of the first regular Board meeting in January. The Board officers serve for a term of one year and may be reelected for no more than one consecutive, additional term in the same office. Under that policy, the current Board officers are eligible for re-election to their current positions. The Master Resolution also establishes a Board policy of succession from 1st Vice Chair to Chair. The Board may appoint other officers as deemed necessary. At the time of this writing, the 2018 Nominating Committee has not yet formulated their slate of nominations for Board consideration. It is expected this report will be updated prior to final Board publication and therefore there is a placeholder for the Nominating Committee report.

It is expected that the election will address the following either by slate or subsequent nomination/vote as follows:

- i. Two voting Fort Ord Reuse Authority (FORA) Board members to serve as Board Chair and Vice-Chair and FORA Executive Committee members for a one year term.
- ii. Two voting FORA Board members to serve as members-at-large on the FORA Executive Committee for a one year term.
- iii. Elect a past Board Chair to serve on the Executive Committee for a one year term.
- iv. Elect one ex-officio Board member to serve as a non-voting member of the Executive Committee for a one year term.

VOTING PROCEDURE: A summary nomination covering all offices is offered by the Nominating Committee Chair or any Board member before voting for the individual offices commences. In the absence of a summary nomination, or in the event of additional nominations from the Board/Public, the Chair will accept nominations for each office, starting with the Chair, and conduct an election as noted in **Attachment B**. A majority of votes cast confirms election.

FISCAL IMPACT:

Reviewed by FORA Controller _____

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

COORDINATION

Nominating Committee and Executive Committee

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

Placeholder for Item 8e – Attachment A

Nominating Committee Report

This attachment will be included in the final Board packet.

FORA VOTING PROCEDURES

Election of Officers

1. The Executive Officer opens the election by confirming that the Nominating Committee slate and nominations are received.
2. The Board may elect the Chair, Vice-Chair, Past Chair, and the two “at-large” Executive Committee Members by a summary nomination, wherein a motion to fill all five positions is made (typically by the Nominating Committee Chair) seconded, and carries with majority support.
3. If there is no summary nomination or if the summary nomination fails to receive majority approval, the Executive Officer will request nominations from the floor. The Chair will receive all nominations for a given position and allow nominees to make a short statement before ordering a roll-call vote. Voting results are announced by the Deputy Clerk. The Executive Officer, as designated FORA Elections Official, will verify and confirm the election.
4. Each nomination must pass with majority Board approval before the next position is considered. The order of the election shall be the Chair, Vice-Chair, Past Chair, at-large positions.

- END -

**DRAFT
BOARD PACKET**