



FORT ORD REUSE AUTHORITY

SPECIAL MEETING

FORT ORD REUSE AUTHORITY (FORA) BOARD OF DIRECTORS

Friday, October 13, 2017 at 2:00 p.m. | 910 2nd Avenue, Marina, CA 93933 (Carpenters Union Hall)

AGENDA

- 1. CALL TO ORDER**
- 2. CLOSED SESSION**
 - a. Two items of Potential Litigation (Government Code section 54956.9)
- 3. ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION**
- 4. ADJOURNMENT**



FORT ORD REUSE AUTHORITY

REGULAR MEETING

FORT ORD REUSE AUTHORITY (FORA) BOARD OF DIRECTORS

Friday, October 13, 2017 at 2:00 p.m. | 910 2nd Avenue, Marina, CA 93933 (Carpenters Union Hall)

AGENDA

ALL ARE ENCOURAGED TO SUBMIT QUESTIONS/CONCERNS BY NOON OCTOBER 12, 2017.

1. CALL TO ORDER

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

3. ACKNOWLEDGEMENTS, ANNOUNCEMENTS, AND CORRESPONDENCE

4. CLOSED SESSION

- a. Conference with Legal Counsel – Gov. Code 54956.9(a): Keep Fort Ord Wild v. Fort Ord Reuse Authority, Monterey County Superior Court, Case No.:M114961
- b. Conference with Legal Counsel – Gov. Code 54956.9(d)(2) one matter of significant exposure to litigation
Claimant: Marina Community Partners

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 September 8, 2017 Meeting Minutes ([p. 1](#))
Recommendation: Approve meeting minutes of September 8, 2017.
- b. Administrative Committee ([p. 4](#))
Recommendation: Receive a report from the Administrative Committee.
- c. Veterans Issues Advisory Committee ([p. 8](#))
Recommendation: Receive an update from the Veterans Issues Advisory Committee.
- d. Adopt 2018 FORA Legislative Agenda ([p. 11](#))
Recommendation: Adopt the 2018 Fort Ord Reuse Authority Legislative Agenda.
- e. Resolution for California Central Coast Veterans Cemetery ([p. 27](#))
Recommendation: Adopt Resolution 17-XX, establishing a land value for the California Central Coast Veterans Cemetery
- f. Public Correspondence to the Board ([p. 30](#))
- g. Habitat Conservation Plan Report ([p. 31](#))
Recommendation: Receive a Habitat Conservation Plan report regarding Permittee and wildlife agency review period in preparation for United States Fish and Wildlife Service and California Department of Fish and Wildlife Incidental Take Permits.

- h. Environmental Services Cooperative Agreement-Quarterly Report (p. 37)
Recommendation: Receive a quarterly report.
- i. Updated CSUMB Economic Development Program Support Memorandum of Understanding (p. 41)
Recommendation: Receive updated CSUMB Economic Development Program Support Memorandum of Understanding Report.

8. BUSINESS ITEMS

INFORMATION/ACTION

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

- a. On-Call Engineering and Design Services (p. 47)
Recommendation:
 - i. Approve Master Services Engineering and Design Services Contract with Whitson Engineers (W) not to-exceed \$1,500,000.
 - ii. Approve Service Work Orders: W1 Document Review for \$27,500; W2 South Boundary Road Design and Engineering Services for \$554,300; W3 Gigling Road Design and Engineering Services for \$692,500; and W4 Engineering and Design Services related to Utilities, Munitions and Explosives of Concern, and Public Outreach support on South Boundary and Gigling Roads for \$225,700.
- b. General Engineering Services (p. 73)
Recommendation:
 - i. Approve General Engineering Services Contract with Harris and Associates (H) not-to-exceed \$695,486.
 - ii. Approve Service Work Orders: H1 Surplus II Building Removal Engineering and Support Services for \$296,940; H2 Stockade Building Removal Engineering and Support Services \$238,311; and H3 Eucalyptus Road Infiltrator Review and Repair Engineering and Support Services for \$160,235.
- c. Transition Task Force (p. 102)
Recommendation:
Approve the Transition Task Force (TTF) recommendation, including transition plan goals, and direct staff to draft Joint Powers Agreement and Transition Plan Agreements that will be necessary to implement the elements of the resultant transition plan; and 2) consider modifications to the Legislative Agenda implementing the TTF recommendation to create legislation which extends FORA’s existing financing and regional powers to be vested into a successor single entity or pursue an extension of the FORA legislation to a date not later than 2030, amending the Board structure as recommended by TTF for the successor entity.

9. PUBLIC COMMENT PERIOD

INFORMATION

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

10. ITEMS FROM MEMBERS

INFORMATION

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

11. ADJOURNMENT

NEXT REGULAR MEETING: NOVEMBER 17, 2017 AT 2:00 P.M.



FORT ORD REUSE AUTHORITY
BOARD OF DIRECTORS REGULAR MEETING MINUTES
1:30 p.m., Friday, September 8, 2017 | Carpenters Union Hall
910 2nd Avenue, Marina, CA 93933

1. CALL TO ORDER

Chair Rubio called the meeting to order at 1:36 p.m.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Del Rey Oaks Mayor, Jerry Edelen.

3. ACKNOWLEDGEMENTS, ANNOUNCEMENTS, AND CORRESPONDENCE

Executive Officer Michael Houlemard provided the following announcements:

- Report on the Base Realignment and Closure (BRAC) Legislation Town Hall conference call regarding the latest BRAC proposal held on September 8, 2017 at 7am PST.
- The Army will begin burn prep for a prescribed burn. Army Community/Outreach program contact is Melissa Broadston and her information is available at <http://fortordcleanup.com/contact/bct-contacts/>.
- September 12, 2017 at 8:30am – Prevailing Wage Workshop hosted by Department of Industrial Relations at 910 2nd Avenue, Marina. Register online at www.fora.org.
- September 12, 2017 at 6:30pm – Public Outreach Meeting for the Imjin Parkway Widening Project hosted by the City of Marina, to be held at Vince DiMaggio Park in Marina.
- September 27, 2017 at 6:00pm – FORA ESCA Remediation Program presenting the Army's Proposed Plan for Group 1 – Seaside & Parker Flats Phase II Munitions Response Areas. The proposed plan will be published on September 15, 2017 and public comment period will run from September 15 – October 16, 2017.
- August 23, 2017 Monterey Bay Economic Forum for Regional Policy
- August 30, 2017 – US Army & Monterey County Sheriff's Office held a signing ceremony for a partnership agreement to recruit honorably discharged Veterans as part of the Army's "Partnership for Youth Success (PaYS) program"
- September 3, 2017 – Epic Ride for Dignity & Remembrance send-off ceremony was held. Ceremony speakers included Congressman Panetta and Assemblymember Stone.

4. TRANSPORTATION WORKSHOP

Mr. Houlemard introduced the workshop presentation with historical and background information on FORA and the Capital Improvement Program (CIP). Information regarding its status and goals were reviewed, and provided the Board and public a basis for information to follow.

Assistant Executive Officer Steve Endsley and Principal Planner Jonathan Brinkmann facilitated the presentation. The presentation was a result of the Board's motion approving the FORA FY 2017-18 CIP on May 12, 2017 with a request to return with items regarding building removal

funding and transportation improvements prioritization. A building removal workshop was held on July 26, 2017. Transportation Agency of Monterey County Executive Director Debbie Hale and Principal Transportation Planner Mike Zeller provided a supplemental presentation to the Board. Staff responded to questions and comments from the Board and public. The presentations are available at:

http://fora.org/Board/2017/Presentations/09/FORATransportationWorkshop_090817_Final.pdf.

5. CLOSED SESSION

- a. Conference with Legal Counsel – Gov. Code 54956.9(a): Keep Fort Ord Wild v. Fort Ord Reuse Authority, Monterey County Superior Court, Case No.”M114961

The Board entered closed session at 3:00 p.m., and resumed open session at 3:20 p.m.

6. ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION

Authority Counsel, Jon Giffen reported no action to announce.

7. ROLL CALL

Voting Members Present:

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

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

Steve Matarazzo (UCSC), Dr. Eduardo Ochoa (CSUMB), Dr. Thomas Moore (MCWD), Hugh Hardin (US Army), Anthony Musa (20th Congressional District), Nicole Charles (17th State District), Erica Parker (29th State Assembly District), Dr. PK Diffenbaugh (MPUSD), Debbie Hale (TAMC), Lisa Rheinheimer (MST), Bill Collins (BRAC), Dr. Walter Tribley (MPC)

8. CONSENT AGENDA

- a. Approve August 11, 2017 Meeting Minutes
- b. Legislative Committee Appointment
- c. Veterans Issues Advisory Committee
- d. Public Correspondence to the Board
- e. Transition Task Force Update
- f. Executive Officer Report

Chair Rubio introduced the consent agenda items and asked Board members to make their request for any items to be pulled; and called a vote on the remaining items.

Board member Adams requested to pull item 8e – Transition Task Force Update from the consent agenda for further discussion, review and separate vote by the Board.

There were no comments from the public.

MOTION: On motion by Board member Gunter and Second by Board member Haffa and carried by the following vote, the Board moved to approve Consent Agenda items 8a – 8d and 8f.

MOTION PASSED UNANIMOUSLY

Board member Adams requested clarification on the action taken at the August 30, 2017 Transition Task Force meeting. Staff provided information regarding the action. The Board provided comments on the item.

MOTION: On motion by Board member Adams and Second by Board member Haffa and carried by the following vote, the Board moved to approve Consent Agenda item 8e.

MOTION PASSED UNANIMOUSLY

9. BUSINESS ITEMS

- a. Capital Improvement Program Master Services Contracts
 - i. Approve On-Call Engineering and Design Services Contract and Service Work Order
 - ii. Approve General Engineering Services Contract and Service Work Order

Authority Counsel Jon Giffen provided a briefing to the Board and public regarding the item and indicated that comments were received and advised the Board that the item be continued to the next meeting to allow counsel further time to review the comments. The Board provided comments and questions regarding the comments that were received.

MOTION: On motion by Board member Morton and Second by Board member Edelen and carried by the following, the Board moved to continue item 9ai and 9aia to the next regular Board meeting on October 13, 2017.

There were no verbal comments received by the Board.

10. PUBLIC COMMENT

There were no comments received from the public.

11. ITEMS FROM MEMBERS

There were no items from members.

12. ADJOURNMENT at 3:27 p.m.

FORT ORD REUSE AUTHORITY BOARD REPORT

CONSENT AGENDA

Subject: Administrative Committee

Meeting Date: October 13, 2017

Agenda Number: 7b

INFORMATION/ACTION

RECOMMENDATION:

Receive a report from the Administrative Committee.

BACKGROUND/DISCUSSION:

The Administrative Committee met on August 2, 2017 and August 30, 2017. The approved minutes for these meetings are attached (**Attachment A & Attachment B**).

FISCAL IMPACT:

Reviewed by the FORA Controller 

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

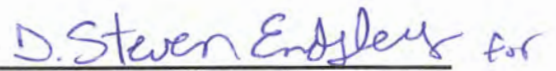
COORDINATION:

Administrative Committee

Prepared by


Dominique L. Jones

Approved by

 for
Michael A. Houlemard, Jr.



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

1. CALL TO ORDER

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

The following members were present:

AR = After Roll Call; * = voting member

Craig Malin* (City of Seaside)
Dino Pick* (City of Del Rey Oaks)
Melanie Beretti* (County of Monterey)
Anya Spear (CSUMB)
Steve Matarazzo (UCMBEST)

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Jonathan Brinkmann.

3. ACKNOWLEDGEMENTS, ANNOUNCEMENTS AND CORRESPONDENCE

Principal Planner, Jonathan Brinkmann announced the second screen check for the draft Habitat Conservation Plan has entered a 60 day review period which will end on September 29, 2017. Also, hard copies of the Capital Improvement Program was distributed to the Committee.

Mr. Houlemard advised the Committee that the US Army was considering conducting prescribed burns this year depending on the availability of crews and as weather permitted. Also, the Army planned to host a public meeting regarding the Explanation of Significant difference that occurred in the Comprehensive Environmental Response, Compensation & Liability Act (also known as CERCLA).

Del Rey Oaks City Manager, Dino Pick announced a public meeting held by the City's Economic Development team and Stakeholders regarding the south Boundary Road project would be held on August 8, 2017 at 2:30 p.m.

4. PUBLIC COMMENT PERIOD

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

There were no comments received from the public.

5. APPROVAL OF MEETING MINUTES

a. July 19, 2017 Regular Meeting Minutes

MOTION: On motion by Committee member Pick and second by Committee member Beretti and carried by the following vote, the Administrative Committee moved to approve the July 19, 2017 meeting minutes.

MOTION PASSED UNANIMOUSLY

6. JULY 26, 2017 BOARD SPECIAL MEETING/WORKSHOP FOLLOW UP

Mr. Brinkmann provided an overview of the building removal workshop and some of the questions and discussions that the Board had. Workshop participants also provided feedback on the benefits of the workshop.

7. AUGUST 11, 2017 DRAFT BOARD MEETING AGENDA

Mr. Houlemard provided an overview of the items on the draft August 11, 2017 Board agenda. The Groundwater Sustainability Agency presentations were reviewed and the legislative session report from Congressman Jimmy Panetta.

8. BUSINESS ITEMS

a. Caretaker Cost Reimbursement Policy

Mr. Brinkmann reviewed the above mentioned policy and reminded the jurisdictions of the August 31, 2017 deadline.

9. ITEMS FROM MEMBERS

Mr. Houlemard advised the Committee that establishing a date for the transportation workshop was still in progress. The current target date is August 14, 2017 at 3:00 p.m. FORA staff will follow up with confirmation of the workshop date.

10. ADJOURNMENT at 9:05 a.m.



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

1. CALL TO ORDER

Co-Chair, Craig Malin called the meeting to order at 8:34 a.m.

The following members were present:

AR = After Roll Call; * = voting member

Craig Malin* (City of Seaside)

Melani Beretti* (County of Monterey)

Anya Spear (CSUMB)

Steve Matarazzo (UCMBEST)

Michelle Overmeyer (MST)

Bill Collins (US Army BRAC)

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Craig Malin.

3. ACKNOWLEDGEMENTS, ANNOUNCEMENTS AND CORRESPONDENCE

Executive Officer, Michael Houlemard announced the transportation workshop/Board meeting on September 8, 2017 at 1:30 p.m. and a Prevailing Wage Workshop by the Department of Industrial Relations would be held on September 12, 2017 at 8:30 a.m.

4. PUBLIC COMMENT PERIOD

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

There were no comments received from the public.

5. APPROVAL OF MEETING MINUTES

ACTION

a. August 2, 2017 Regular Meeting Minutes

The item was continued to the next regular meeting due to a lack of quorum of voting members.

6. SEPTMEBER 8, 2017 BOARD MEETING AGENDA REVIEW

INFORMATION

Mr. Houlemard provided an overview of the September 8, 2017 Transportation Workshop/Board meeting items and discussed the Master Services Contracts listed in the Business items. Mr. Houlemard responded to questions from the Committee and public.

There was no action taken on this item.

7. BUSINESS ITEMS

INFORMATION

a. Caretaker Cost Reimbursement Policy

Principal Planner, Jonathan Brinkmann reminded the Committee that the deadline is August 31, 2017.

8. ITEMS FROM MEMBERS

There were no items received from members.

9. ADJOURNMENT at 8:39 a.m.

FORT ORD REUSE AUTHORITY BOARD REPORT

CONSENT AGENDA

Subject:	Veterans Issues Advisory Committee	
Meeting Date:	October 13, 2017	INFORMATION/ACTION
Agenda Number:	7c	

RECOMMENDATION:

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

BACKGROUND/DISCUSSION:

The VIAC met on September 28, 2017. At this meeting, the VIAC reviewed the fundraising status for the California Central Coast Veterans Cemetery (CCCVC) phase II. The review included potential benefits of establishing a land value for the 84.4 acres of the former Fort Ord land, which FORA transferred to the California Department of Veterans Affairs (CalVet), as consented by City of Seaside and County of Monterey, to complete the CCCVC. State Senator Bill Monning and City of Seaside Counsel, also attending the meeting, noted the potential benefits of establishing a land value for the CCCVC to meet Federal Department of Veterans Affairs (DVA) State Cemetery Grant local match requirements. The VIAC recommended that the FORA Board, Seaside City Council, and Monterey County Board of Supervisors should consider draft resolutions to establish a land value for the CCCVC and assist in meeting Federal DVA State Cemetery Grant local match requirements. Additional detail, including the draft resolution, is included in Item 7e 'Resolution for the CCCVC.'

The approved meeting minutes for August 24, 2017 are attached (**Attachment A**).

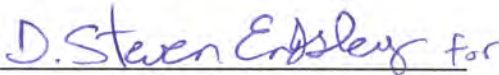
FISCAL IMPACT:

Reviewed by FORA Controller 

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

COORDINATION:

VIAC

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



FORT ORD REUSE AUTHORITY
VETERANS ISSUES ADVISORY COMMITTEE (VIAC) MEETING MINUTES
3:00 P.M. August 24, 2017 | FORA Conference Room
920 2nd Avenue, Suite A., Marina CA 93933

1. CALL TO ORDER

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

Committee Members:

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

Edith Johnsen, Veterans Families (VF)

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

Mary Estrada, United Veterans Council (UVC)

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

Richard Garza, Central Coast Veterans Cemetery Foundation (CCVCF)

2. PLEDGE OF ALLEGIANCE led by Jack Stewart.

3. ACKNOWLEDGEMENTS, ANNOUNCEMENTS AND CORRESPONDENCE

Riders Group provided an update on the "Epic Ride". The send-off ceremony will be held at the CCCVC on September 3, 2017 and Congressman Jimmy Panetta will be the keynote speaker.

4. PUBLIC COMMENT PERIOD

There were no verbal comments from the public

5. APPROVAL OF MEETING MINUTES

a. July 27, 2017 Regular Meeting Minutes

***MOTION:** On motion by Committee member Edith Johnsen and second by Committee member Sid Williams and carried by the following vote, the VIAC moved to approve the July 27, 2017 meeting minutes with changes to items 6bi and to include discussion from Jack Stewart.*

MOTION: PASSED UNANIMOUSLY

6. BUSINESS ITEMS

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

ii. Cemetery Administrator's Status

Mr. Robert Norris, Project Analyst, provided an update on the CDVA attempts to fill vacant Cemetery Administrator position. Sid Williams also provided an update on the vacancies of other positions at the Cemetery.

ii. Veterans Cemetery Land Use Status

Mr. Norris provided information about the Community meeting in which the army changed the classification of the endowment parcel. Jack Stewart encouraged committee members to send a letter of support. Mr. Norris acknowledged that he needed to follow up on an earlier request to clarify CDVA's efforts to follow the Laird Bill and funding amounts given to other state cemetery projects. Mr. Houlemard advised the Committee members to send

the letter to Bill Collins at US Army. The Chair requested FORA staff to send the FORA Board members a form letter that they can provide to the Army in support of the decision regarding the endowment parcel.

iii. *Fort Ord Committee Verbal Report: Oak Woodlands Mitigation & Endowment MOU*
Mr. Norris provided the answers gathered to questions from the Committee regarding the MOU. County representative Melanie Beretti is working on the draft is still in progress.

b. **Fundraising Status**

i. *CCVCF Status Report*

Public Service Announcement provided to KSBW for the Epic Ride event. Also, a shift of focus on fundraising to surrounding Counties to provide some relief to locals while the focus remains on the Epic Ride.

c. **Veterans Transition Center (VTC) Housing Construction**

J. Alan Fagan, Veterans Transition Center (VTC), informed on the Veterans Transition Center housing construction and that it the group is seeking final approval on water. First residents at the VTC are moving in this week. Final preliminary budget completed to be submitted to Assemblymember Stone.

d. **VA-DOD Clinic**

Mr. Norris advised the Committee that Executive Officer, Michael Houlemard was interviewed by KSBW and Committee members provided feedback on the grand opening events. Sid Williams provided information about MST and its routes to the clinic with a Veterans ride. Jack Stewart noted the lack of signs for the clinic.

e. **Historical Preservation Project**

Cliff Guinn, Fort Ord Retiree Counsel, informed the Committee of the status of the historical preservation project and the dire need to raise money in order the buildings to be restored.

f. **Calendar of Events**

- September 3 – Rider's Group;
- September 8 – FORA Board Transportation Workshop
- October 21 – Run for the fallen – Col. Brown has spot on KION for PSA (Congressman Panetta guest speaker)
- October 28 – Hero's Open
- November 11 – another opportunity to present pins to Vietnam Veterans before the Veteran Day parade.

7. **ITEMS FROM MEMBERS**

Jack Stewart thanked the Army representatives for the honor given to Vietnam Veterans.

8. **ADJOURNMENT** at 3:37 P.M.

FORT ORD REUSE AUTHORITY BOARD REPORT

CONSENT AGENDA

Subject: Adopt 2018 FORA Legislative Agenda

Meeting Date: October 13, 2017

Agenda Number: 7d

INFORMATION/ACTION

RECOMMENDATION(S):

Adopt the 2018 Fort Ord Reuse Authority (FORA) Legislative Agenda (**Attachment A**).

BACKGROUND/DISCUSSION:

Since 2000, FORA staff and the Legislative Committee have solicited legislative, regulatory, policy and/or resource allocation suggestions from the jurisdictions to enhance and move forward the reuse and redevelopment of the former Fort Ord. This past year, FORA staff worked with JEA and Associates (FORA's legislative representatives in Sacramento), FORA jurisdiction staff, and federal/state legislative offices to amend the FORA Legislative Agenda to reflect the current status of funding opportunities and program changes and to address unfinished items from the 2017 Legislative Agenda.

The items on the annual Legislative Agenda serve as the focus of the annual Legislative Mission to Washington, DC, which typically occurs in spring. Select FORA Board and staff members travel to the nation's capital to meet with key legislative, military, and governmental leaders to discuss FORA's positions and needs. The agenda also frames issues and funding needs for the State legislative work, which may also include a Sacramento visit in the spring. The approved Legislative Agenda stands as a statement of FORA's legislative, regulatory, policy and/or resource allocation needs.

The Legislative Committee met on September 28, 2017 and received a written report from the 29th State Assembly District legislative office. A copy of the report is attached hereto for the Board's consideration (**Attachment B**). The Committee also received an update on bills which FORA is tracking. The Committee received information as of September 28, 2017, however, the attached is an updated table showing bill status as of October 4, 2017. (**Attachment C**). Finally, by way of information to the Board, JEA & Associates has provided a memo update on the Affordable Housing Package signed by Governor Jerry Brown on September 29, 2017 as well as two additional pieces of legislation that may be of interest to FORA Board members on the issues of infrastructure financing (AB56) and wage theft (AB1701). (**Attachment D**).

The Legislative Committee recommends adopting the 2018 Legislative Agenda. Please note the Legislative Committee chose not to modify Item B relating to FORA Transition Issues, instead opting to leave the prior Board approved language, until after the Board's consideration of the Transition Plan recommendations of the Transition Task Force. The legislative offices have requested that the legislative agenda and any proposed legislation be provided before November to be included in their coming year legislative calendar.

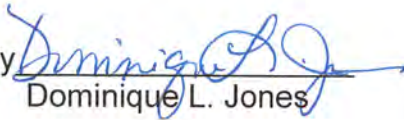
FISCAL IMPACT:

Reviewed by FORA Controller 

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

COORDINATION:

FORA Legislative and Executive Committees, JEA & Associates, Congressman Sam Farr, Senator Bill Monning, Assemblymember Mark Stone, and respective staff.

Prepared by 
Dominique L. Jones

Approved by 
Michael A. Houlemard, Jr.



Fort Ord Reuse Authority 2018 LEGISLATIVE AGENDA

This report outlines the 2018 Fort Ord Reuse Authority (FORA) legislative program, which defines Board policy, sets legislative, regulatory, or federal/state resource allocation/direction, and supports the 1997 Base Reuse Plan's (BRP) and the 2012 BRP Reassessment Report guidance. The Legislative Agenda is meant to assist state and federal agencies/legislative offices regarding property transfer, economic recovery/reuse, environmental remediation, habitat management/conservation, and infrastructure and mitigation funding. The order in which the tasks are presented herein does not imply ranking as each item is considered a "priority" in achieving FORA's objectives.

A. HABITAT CONSERVATION PLAN (HCP). Continue/enhance ongoing coordination with federal and state legislative representatives to secure/expedite HCP issuance.

Issue:

HCP approval remains critical to former Fort Ord reuse. Alternatives to a base wide HCP, such as project by project permitting, are costly and time consuming and are not as effective in managing or protecting endangered species.

Benefits:

HCP approval both protects valuable habitat, enables/permits effective regional economic recovery, and provides important amenities to area residents.

Challenges:

HCP processing over the past decade has been difficult and costly. Insufficient federal and state agency resources and overlapping regulatory barriers have thwarted the HCP process. Multiple agency coordination requires communication and encouraging cooperation.

Proposed Position:

- Support legislative and regulatory coordination, state and federal resources, and strong advocacy to enable speedy reviews and processing.
- Coordinate with U.S. Fish and Wildlife Service, U.S. Department of Interior/ Bureau of Land Management (BLM), California Department of Fish and Wildlife (CDFW), the 20th Congressional District, the 17th State Senate District and the 29th State Assembly District to finalize agreements regarding habitat management on BLM's Fort Ord National Monument, UC Natural Reserve and CA State Parks land in order to complete/implement the HCP.

B. LEGISLATIVE COORDINATION REGARDING FORA TRANSITION ISSUES

Issue:

FORA's legislative sunset in 2020 calls for coordination of many items. Specifically, a report to the State Legislature, Local Agency Formation Commission (LAFCO) coordination, jurisdiction interface, and risk analysis. Working with local agencies is crucial. Coordination is beneficial/essential in traversing the long list of issues and reporting requirements.

Benefits:

Collaborative efforts will assure effective transition decisions or potential legislative extension prior to 2020 sunset or possible legislative extension.

Challenges:

State law requirements, contractual obligations, and inter-agency agreements will require intensive legislative multi-agency negotiations. One of FORA's funding mechanisms (Mello Roos/Community Facilities District/developer fee) is not within LAFCO's jurisdiction and terminates upon FORA dissolution. Replacement funding processes may have a lengthy implementation timeline.

Proposed Position:

- Coordinate and seek support from State Legislature (17th State Senate District and 29th State Assembly District) to assure post-FORA funding for jurisdictions following FORA's sunset on June 30, 2020 in compliance with Title 7.85 of the Government Code entitled Fort Ord Reuse Authority Act and the pursuit of a reasonable FORA extension not beyond June 30, 2037.

C. ECONOMIC RECOVERY SUPPORT. Support statewide and regional efforts to create local jurisdiction economic recovery, base reuse financing and consider/support innovative building removal funding.

Issue:

The loss of "redevelopment financing" and other refinancing tools to assist in implementing base closure recovery programs was a heavy blow to FORA's member jurisdictions. Jurisdictional funding has dropped and substitute financial tools to support economic reuse/recovery initiatives do not match past vehicles set up to support the replacement infrastructure and mitigations. FORA provided an initial two years of funding for an economic development program including staffing, engaging with regional partnerships and local agency program support. Additional programs are still required for building removal.

Benefits:

Sufficient funding resources for the reuse and recovery from former Fort Ord closure and other military bases. Funding support for economic development programs, habitat management protection, building removal, or other infrastructure demands associated with the reuse programs. Removal of buildings that create a "ghost town" effect are a disincentive to investment.

Challenges:

- 1) Obtaining agreement to use tax or special district funds to create special financing districts to support targeted economic recovery, affordable housing and/or infrastructure in the climate of limited resources.
- 2) State funding sources remain unclear and federal budgets have slashed economic

development funds.

Proposed Position:

Support legislation, activating local agency processes for economic development.

- Support establishment of Military Base Reuse “Recovery Zones.”
- Support legislation for incentive based mechanisms to strengthen jurisdictions’ ability to enable/implement base closure recovery programs.
- Consider the addition of newly adopted financing mechanisms for jurisdictional support.
- Continue funding and resource development for economic recovery.

D. VETERANS CEMETERY. Continue support/expansion of the California Central Coast Veterans Cemetery (CCCVC) expansion on the former Fort Ord.

Issue:

Burial space for California Central Coast veterans is inadequate. The former Fort Ord is both ideally suited and centrally located and an appropriate facility has now been opened to serve the veteran community. A site was set aside/designated in the 1990s for a veterans’ cemetery and the FORA Board of Directors gave support through previous actions of the establishment of the California Central Coast Veterans Cemetery (CCCVC). After multiple actions over 20 years the CCCVC was opened by the CA Department of Veterans Affairs (CDVA) for above ground columbaria, administration and maintenance buildings, a committal shelter, landscaping, and infrastructure for initial operation in October 2016. Future expansion requires additional design, planning, and review and includes in-ground gravesites and additional columbaria, as well as other potential ancillary uses and would complete the project anticipated in the Base Reuse Plan.

Benefits:

The CCCVC offers final resting places for the region’s 50,000 (approx.) veterans. Burial plots would enable an option for those who for religious or other reasons prefer such an option.

Challenges:

Cemetery expansion will require significant coordination between FORA, the CCCVC Foundation, the California Department of General Services (DGS), CDVA, US Department of Veterans Affairs (USDVA), the City of Seaside, the County of Monterey, and other state/federal agencies.

Proposed Position:

- Support DGS and CDVA construction expansion efforts.
- Support efforts to sustain priority standing for the CCCVC with CDVA and USDVA.
- Promote continued vigilance and cooperation among the regulatory agencies.
- Coordinate with federal agencies, the City of Seaside, the County of Monterey, the 20th Congressional District, the 17th State Senate District, and the 29th State Assembly District to sustain efforts to generate federal funding and/or status for future CCCVC expansion.

E. AUGMENTED WATER SUPPLY. Work with local, regional and federal agencies to secure State and Federal funding and/or resources to augment FORA’s water supply needs.

Issue:

The FORA Capital Improvement Program includes approximately \$24M to fund Regional Water Augmentation necessary to implement the Base Reuse Plan. Six million (\$6M) has been committed to the Pure Water Project to support use of reclaimed resources in the region. Securing outside funds to assist with augmented supply options help the timely implementation of conservation, recycled water and/or desalination water facilities and smooth out upfront costs of infrastructure. Monitor implementation of Ground Water Sustainability Act as it relates to contractual amounts of water to support the implementation of Base Reuse Plan.

Benefits:

Development projected under the Base Reuse Plan depends on an augmented water supply. Additional grant funding reduces FORA and Marina Coast Water District (MCWD) costs to secure water resources and reduces required capital charges.

Challenges:

Scarce funding and competing water projects throughout the region and state. No current federal/state program exists for this funding.

Proposed Position:

- Continue to work with MCWD to enable them to fulfill their contractual obligation to FORA for water resource augmentation.
- Support and coordinate efforts with MCWD, Monterey County Water Resources Agency, Monterey Regional Water Pollution Control Agency, other agencies, and FORA jurisdictions to secure funding and/or support other funding mechanisms proposed for this purpose.
- Coordinate potential water bond funding for Monterey Bay region and FORA augmentation needs.
- Coordinate with the Department of Defense to acquire additional water rights that might become available.

F. LEGISLATIVE COOPERATION WITH MONTEREY BAY AGENCY LEGISLATIVE ISSUES.

Issue:

Monterey-Salinas Transit, Transportation Agency for Monterey County, and the County of Monterey have adopted legislative programs that may have Fort Ord reuse impacts.

Benefits:

Collaborative funding efforts by agencies involved in the same or interdependent projects increase the chances to obtain critical funding and enhanced partnering for matching funds.

Challenges:

State and federal funding is limited, legislative actions that benefit/impact multiple parties requires coordination, and competition for available funds will be keen.

Proposed Position:

- Coordinate and support other legislative programs in the Monterey Bay area when they interface with former Fort Ord reuse programs.

G. ASSURING LONG TERM STEWARDSHIP OF MUNITIONS CLEANUP AREAS.

Coordinate with Federal, State and local agencies on post-cleanup stewardship of munitions and

explosives ordnance issues/areas. Seek additional funds from federal resources and pursue optimizing review processes to complete property transfers

Issue:

FORA is scheduled to sunset June 30, 2020 and certain munitions funding terminates in 2019. There will be significant post FORA property management and post-remediation issues that will need to be managed. Those issues require resources, coordination and cooperation which are still being defined.

Benefits:

Collaborative partnering for resources by agencies involved in the same or interdependent projects increase the chances to obtain critical funding. Some long term stewardship issues are unfunded but defined as remedies in federal documents.

Challenges:

State and federal funding resources are limited. Federal and State agencies have not funded long term stewardship in many cases. In addition local jurisdictions have limited funding for long-term stewardship.

Proposed Position:

- Seek federal and state cooperation to assure responsiveness, document completion, and crucial funding for long-term stewardship for munitions response areas.
-

H. PREVAILING WAGES COORDINATION

Coordinate with 17th State Senate Districts and 29th State Assembly District to clarify the implementation of the FORA Prevailing Wage Policy and the enforcement provisions of SB 854, and the newly added regulatory and legislative adjustments of SB96 with the State Department of Industrial Relations.

Issue:

Ongoing confusion continues related to various interpretations of how the FORA Prevailing Wage Policy interfaces with the registration, reporting and enforcement provisions of state public works laws amended in state law in recent years.

Benefits:

Collaborative efforts between the designated military base Reuse Authority and Department of Industrial Relations is needed to promote, coordinate and harmonize state public works laws with state laws requiring speedy transition of military bases to civilian use.

Challenges:

SB 854 is in the third year of implementation and there is little experience within DIR of working with Base Reuse Programs.

Proposed Position:

Support legislative and regulatory coordination, state and federal resources, and strong advocacy to enable speedy reviews, compliance, enforcement and coordinated decisions.

COMMITTEES
BANKING AND FINANCE
HUMAN SERVICES
NATURAL RESOURCES

SELECT COMMITTEES
CHAIR: COASTAL PROTECTION
CHAIR: EXPANDING ACCESS TO
CALIFORNIA'S NATURAL RESOURCES

Assembly California Legislature



MARK STONE
CHAIR, JUDICIARY
ASSEMBLYMEMBER, TWENTY-NINTH DISTRICT

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2017 Bills Sent to Governor

AB 404 (Stone) Foster Care Reforms: In 2015, the Legislature and the Governor prioritized improving outcomes for youth in foster care by passing and signing into law AB 403 (Stone) to begin a multi-year reform process for the continuum of care (CCR). The law, which went into effect on January 1, 2016 and becomes fully operational by 2022, gives families who provide foster care targeted training and support so that they are better prepared to care for youth living with them. AB 404 clarifies implementation of CCR.

AB 529 (Stone) Juvenile Records: The sealing of delinquency records is an important factor in reducing recidivism and opening doors to jobs and education for many California youth. This bill requires the automatic sealing of records of individuals who were alleged to be a ward of the juvenile court and had their petition dismissed or not sustained by the court after an adjudication hearing.

AB 597 (Stone) County Data Trusts: This measure allows local government entities and school districts to work together to better support students. It includes local educational agencies to the list of agencies and departments who can share data to form a multidisciplinary team. It also allows a county to participate in a computerized database system between counties and allows the sharing of aggregate data with select researchers to help improve outcomes for vulnerable children.

AB 790 (Stone) ID for Released Prisoners: This measure provides a reduced fee of \$8 for a replacement identification card to eligible inmates leaving prisons or county jails. Individuals leaving these facilities face numerous challenges, but having a valid ID is one of the first steps they can take to successfully reintegrate into the community and avoid recidivating.

AB 935 (Stone) Equality for Juvenile Competency Proceedings: This measure makes the California juvenile justice system better serve youth suffering with mental illness. It provides juveniles with the same protections currently provided to adults in competency proceedings. The measure lays out who must provide the mental health treatment for remediation and puts a cap on the length of time that youth can stay in juvenile halls, which can be inappropriate placements for longer-term mental health services.

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AB 1269 (Stone) Mobilehome Park Dispute Mediation: This bill helps residents of mobilehome parks resolve disputes with park owners without going through expensive civil litigation. The measure balances the relationship between residents and park owners by establishing a process for the investigation and mediation of the Mobilehome Residency Law at the Department of Fair Employment and Housing. Residents would be able to more quickly and less expensively resolve issues related to home sales, complaint responses, and charges leading to eviction.

AB 1308 (Stone) Parole Review to Reduce Recidivism: Under current law, certain inmates who were under the age of 23 when they committed a crime for which they received a lengthy or life sentence are eligible for a youth offender parole hearing after serving a lengthy prison sentence. AB 1308 makes certain inmates who were 25 years or younger when they committed a crime for which they received a lengthy sentence similarly eligible for a youth offender parole hearing. Offenders are much more likely to enroll in school, drop out of a gang, or participate in positive programs if they can sit before a parole board sooner, if at all, and have a chance of being released.

AB 1371 (Stone) Attorney Consultations for Foster Youth: This measure offers an important protection to parenting youth who are under the jurisdiction of the juvenile court. The bill ensures that parenting foster youth and wards have the opportunity to consult with their court-appointed counsel prior to voluntarily limiting their custody of their children.

AB 1556 (Stone) Anti-Discrimination for Gender Identity: This measure updates the Fair Employment and Housing Act (FEHA) to use gender inclusive language, such as "person" or "employee" from the gendered terms such as "he or she". Much of FEHA had been previously updated to neutral terms, but these remaining terms need to be changed in order to clarify that transgender and gender non-conforming individuals are fully protected under the law.

In addition, the following 2017 bills have already been signed into law by Governor Brown:

AB 436 (Stone) San Lorenzo River Flood Project: This new law provides necessary authorizations to the City of Santa Cruz so that final critical improvements can be made to the Flood Project. In combination with the other infrastructure updates, the last phase of this project will help protect against flooding that occurs during severe weather events.

AB 1692 (Judiciary Committee) Omnibus: This bill is the Committee's annual omnibus family law bill to make several non-controversial changes to family law and civil protection statutes in California. These provisions will improve the handling of family law and juvenile court cases, better protect more victims of cyber-abuse, and provide a process to help resolve custody disputes before they go to court.

FORA Legislative Track

as of October 4, 2017

Measure	Author	Topic	Location	Brief Summary	Position	Notes
<u>AB 18</u>	<u>Garcia, Eduardo D</u>	California Clean Water, Climate, Coastal Protection, and Outdoor Access For All Act of 2018.	9/1/2017-S. APPR.	Under current law, programs have been established pursuant to bond acts for, among other things, the development and enhancement of state and local parks and recreational facilities. This bill would enact the California Clean Water, Climate, Coastal Protection, and Outdoor Access For All Act of 2018, which, if approved by the voters, would authorize the issuance of bonds in an amount of \$3,470,000,000 pursuant to the State General Obligation Bond Law to finance a clean water, climate, coastal protection, and outdoor access for all program.	Support	
<u>AB 30</u>	<u>Caballero D</u>	Environmental quality: judicial review: strip mall conversion housing projects.	5/12/2017-A. 2 YEAR	CEQA requires that an action or proceeding to attack, review, set aside, void or annul a determination, finding, or decision of a public agency, as provided, on the grounds of noncompliance with its provisions be brought in accordance with specified law governing administrative mandamus. CEQA requires a court to make specified orders if it finds that any determination, finding, or decision of a public agency has been made without compliance with CEQA, but prohibits a court from enjoining certain projects unless the court makes specified findings. This bill would similarly prohibit a court from enjoining a qualified strip mall conversion housing projects, as defined, unless the court makes specified findings.	Support	
<u>AB 59</u>	<u>Thurmond D</u>	Local Housing Trust Fund Matching Grant Program.	5/12/2017-A. 2 YEAR	Under the Local Housing Trust Fund Matching Grant Program, the department is authorized to make matching grants available to cities, counties, cities and counties, and existing charitable nonprofit organizations that have created, funded, and operated housing trust funds. This bill would recast these provisions to instead authorize the department to make grants to eligible recipients, defined as cities that meet specified criteria and charitable nonprofit organizations organized under certain provisions of the Internal Revenue Code that apply jointly with a qualifying city, that have created or are operating or will operate housing trust funds.	Watch	
<u>AB 71</u>	<u>Chiu D</u>	Income taxes: credits: low-income housing: farmworker	5/30/2017-A. THIRD READING	Would, under the law governing the taxation of insurers, the Personal Income Tax Law, and the Corporation Tax Law, for calendar years beginning in 2018, would increase the aggregate housing credit dollar amount that may be allocated among low-income housing projects by an additional \$300,000,000, as specified, and would allocate to farmworker housing projects \$25,000,000 per year of that	Support	

		housing.		amount.		
AB 73	Chiu D	Planning and zoning: housing sustainability districts.	CHAPTERED-9/29/17	Would authorize a city, county, or city and county, including a charter city, charter county, or charter city and county, to establish by ordinance a housing sustainability district that meets specified requirements, including authorizing residential use within the district through the ministerial issuance of a permit. The bill would authorize the city, county, or city and county to apply to the Department of Housing and Community Development for approval for a zoning incentive payment and require the city, county, or city and county to provide specified information about the proposed housing sustainability district ordinance.	Watch	
AB 190	Steinorth R	Local government: development permits: design review.	5/12/2017-A. 2 YEAR	Would require a lead agency, where an ordinance requiring design review applies to a development project, to approve or disapprove the design of the development project within 30 days of the application being determined to be complete, as specified. The bill would provide, that if the lead agency has not approved or disapproved the design of the development project within that 30-day period, the project is deemed to be approved on the 31st day.	Watch	
AB 455	Voepel R	Veterans buildings, memorials, and cemeteries.	5/12/2017-A. 2 YEAR	Current law authorizes the establishment and operation of memorial districts to provide and maintain memorial halls, assembly halls, buildings, or meeting places for the use of veteran soldiers, sailors, and marines who have honorably served the United States in any wars or campaigns, or for the use of patriotic, fraternal, or benevolent associations of those persons, as specified. This bill would state the intent of the Legislature to enact legislation relating to the building of veterans memorials, buildings, and cemeteries.	Support	
AB 577	Caballero D	Disadvantaged communities.	4/28/2017-A. 2 YEAR	Current law defines a disadvantaged community as a community with an annual median household income that is less than 80% of the statewide annual median household income for various purposes, that include, but are not limited to, the Water Quality, Supply, and Infrastructure Improvement Act of 2014, eligibility for certain entities to apply for funds from the State Water Pollution Cleanup and Abatement Account, and authorization for a community revitalization and investment authority to carry out a community revitalization plan. This bill would expand the definition of a disadvantaged community to include a community with an annual per capita income that is less than 80% of the statewide annual per capita income.	Support	
AB 696	Caballero D	Department of Transportation: Prunedale Bypass: County of Monterey: disposition of excess	9/12/2017-A. ENROLLMENT	Current law provides that the Department of Transportation has full possession and control of the state highway system and associated property. This bill would require the net proceeds from the sale of any excess properties originally acquired for a replacement alignment for State Highway Route 101 in the County of Monterey, known as the former Prunedale Bypass, to be reserved in the State Highway Account for programming and allocation by the commission, with the concurrence of the Transportation Agency for Monterey County, for	Support	

		properties.		other state highway projects in that county, as specified.		
<u>SB 2</u>	<u>Atkins D</u>	Building Homes and Jobs Act.	CHAPTERED – 9/29/17	This bill would enact the Building Homes and Jobs Act. The bill would make legislative findings and declarations relating to the need for establishing permanent, ongoing sources of funding dedicated to affordable housing development. The bill would impose a fee, except as provided, of \$75 to be paid at the time of the recording of every real estate instrument, paper, or notice required or permitted by law to be recorded, per each single transaction per single parcel of real property, not to exceed \$225.	Support	Part of the Affordable Housing Package
<u>SB 3</u>	<u>Beall D</u>	Veterans and Affordable Housing Bond Act of 2018.	CHAPTERED- 99/29/17	Would enact the Veterans and Affordable Housing Bond Act of 2018, which, if adopted, would authorize the issuance of bonds in the amount of \$4,000,000,000 pursuant to the State General Obligation Bond Law. Of the proceeds from the sale of these bonds, \$3,000,000,000 would be used to finance various existing housing programs, as well as infill infrastructure financing and affordable housing matching grant programs, as provided, and \$1,000,000,000 would be used to provide additional funding for the above-described program for farm, home, and mobile home purchase assistance for veterans, as provided.	Support	Part of the Affordable Housing Package
<u>SB 5</u>	<u>De León D</u>	California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018.	9/16/2017- S. ENROLLMENT	Would enact the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018, which, if approved by the voters, would authorize the issuance of bonds in an amount of \$4,000,000,000 pursuant to the State General Obligation Bond Law to finance a drought, water, parks, climate, coastal protection, and outdoor access for all program. The bill, upon voter approval, would reallocate \$100,000,000 of the unissued bonds authorized for the purposes of Propositions 1, 40, and 84 to finance the purposes of a drought, water, parks, climate, coastal protection, and outdoor access for all program.	Support	
<u>SB 35</u>	<u>Wiener D</u>	Planning and zoning: affordable housing: streamlined approval process.	CHAPTERED 9/29/17	The Planning and Zoning Law requires a planning agency, after a legislative body has adopted all or part of a general plan, to provide an annual report to the legislative body, the Office of Planning and Research, and the Department of Housing and Community Development on the status of the general plan and progress in meeting the community's share of regional housing needs. Current law requires the housing element portion of the annual report to be prepared through the use of forms and definitions adopted by the department pursuant to the Administrative Procedure Act. This bill would require the housing element portion of the annual report to be prepared through the use of standards, forms, and definitions adopted by the department.	Watch	
<u>SB 62</u>	<u>Jackson D</u>	Affordable Senior Housing Act of 2017.	9/1/2017-A. 2 YEAR	Would enact the Affordable Senior Housing Act of 2017, which would establish the Affordable Senior Housing Program within the jurisdiction of the Department of Housing and Community Development. The bill would declare that the purpose of this program is to guide and serve as a catalyst for the development of affordable senior housing and supportive care campuses within	Watch	

				this state and would require the director of the department to undertake various actions in implementing this program, including establishing and implementing a process for identifying and convening public and private stakeholders, assisting program participants in identifying suitable locations and potential sources of public and private funding for the development of affordable senior housing.		
<u>SB 96</u>	Committee on Budget and Fiscal Review	State Government.	6/27/2017- S. CHAPTERED	<p>This bill makes various statutory changes necessary to implement the state administration and labor related provisions of the Budget Act of 2017.</p> <p><i>(Of interest to FOR A) - Public works enforcement.</i></p> <p>Requires that contractors and subcontractors engaged in the performance of a public work must be registered as a public works contractor for work on or after January 1, 2018, regardless of a contract date, and raises the registration fee from \$300 to \$400. Registration is only required for projects over \$25,000 for new construction; over \$15,000 for maintenance.</p> <p>a) <i>Unregistered contractor sanctions.</i> Allows the labor commissioner to charge a penalty of \$100 per day, up to \$8,000 total, for failing to register with the state.</p> <p>b) Allows the Labor Commission to issue and serve a stop order prohibiting the use of unregistered contractor or subcontractor on all public works until they are registered.</p>		
<u>SB 166</u>	<u>Skinner D</u>	Residential density and affordability.	CHAPTERED 9/29/17	Would prohibit a city, county, or city and county from permitting or causing its inventory of sites identified in a housing element to be insufficient to meet its remaining unmet share of the regional housing need for lower and moderate-income households. The bill also would expand the definition of “lower residential density” if the local jurisdiction has not adopted a housing element for the current planning period or the adopted housing element is not in substantial compliance, as specified.		Part of Affordable Housing Package
<u>SB 167</u>	<u>Skinner D</u>	Housing Accountability Act.	CHAPTERED- 9/29/17	The Housing Accountability Act, among other things, prohibits a local agency from disapproving, or conditioning approval in a manner than renders infeasible, a housing development project for very low, low-, or moderate-income households or an emergency shelter unless the local agency makes specified written findings based upon substantial evidence in the record. This bill would require the findings of the local agency to instead be based on a preponderance of the evidence in the record.		Part of the Affordable Housing Package

<u>SB 231</u>	<u>Hertzberg</u> D	Local government: fees and charges.	9/6/2017- S. ENROLLED	Articles XIIC and XIID of the California Constitution generally require that assessments, fees, and charges be submitted to property owners for approval or rejection after the provision of written notice and the holding of a public hearing. Current law, the Proposition 218 Omnibus Implementation Act, prescribes specific procedures and parameters for local jurisdictions to comply with Articles XIIC and XIID of the California Constitution and defines terms for these purposes. This bill would define the term “sewer” for these purposes. The bill would also make findings and declarations relating to the definition of the term “sewer” for these purposes.	Support	
<u>SB 540</u>	<u>Roth</u> D	Workforce Housing Opportunity Zone.	CHAPTERED 9/29/17	Would authorize a local government, as defined, to establish a Workforce Housing Opportunity Zone by preparing an EIR pursuant to CEQA and adopting a specific plan that is required to include text and a diagram or diagrams containing specified information. The bill would require a local government that proposes to adopt a Workforce Housing Opportunity Zone to hold public hearings on the specific plan. The bill would authorize a local government, after a specific plan is adopted and the zone is formed, to impose a specific plan fee upon all persons seeking governmental approvals within the zone.		Part of the Affordable Housing Package
<u>SCA 4</u>	<u>Hertzberg</u> D	Water conservation.	2/2/2017-S. RLS.	The California Constitution requires that the water resources of the state be put to beneficial use to the fullest extent of which they are capable and that the waste or unreasonable use or unreasonable method of use of water be prevented. This measure would declare the intent of the Legislature to amend the California Constitution to provide a program that would ensure that affordable water is available to all Californians and to ensure that water conservation is given a permanent role in California’s future.	Support	

Total Measures: 20

Total Tracking Forms: 20



ASSOCIATES

October 4, 2017

To: Michael Houlemard
Fr: John E. Arriaga, JEA & Associates
Re: Legislative Housing Package

Last week the Governor signed the following fifteen bills as a comprehensive affordable housing package negotiated with the Legislature.

SB 2 (Atkins) the Building Homes and Jobs Act, establishes a permanent funding source for affordable housing through a \$75 fee on real estate transaction documents. The fee is capped at \$225 per transaction and exempts real estate sales. The fees would generate roughly \$250 million a year, which would be split among state and local housing programs.

SB 3 (Beall) authorizes \$4 billion in general obligation bonds for affordable housing programs and a veteran's home ownership program. SB 3 must be approved by voters next November.

SB 35 (Wiener) This bill creates a streamlined, ministerial approval process for infill developments in localities that have failed to meet their regional housing needs assessment (RHNA) numbers.

SB 166 (Skinner) ensures that cities maintain an ongoing supply of housing construction sites for residents of various income levels.

SB 167 (Skinner) increases the standard of proof required for a local government to justify a denial of low- and moderate-income housing development projects. (SB 167 is identical to AB 678.)

SB 540 (Roth) allows cities to determine where housing needs to be built and to create a specific plan for development in that zone, including public hearings and environmental reviews. This is intended to speed up the approval and construction process.

AB 72 (Santiago/Chiu) requires HCD to review local government general plans and housing element and allows it to report violations to the Attorney General.

AB 73 (Chiu) authorizes local governments to establish Housing Sustainability Districts, and provides incentive funds for upfront zoning and environmental review to localities that issue permits for residential units on infill sites within the district. Under AB 73, local governments must allow residential use within each district by ministerial permit. Incentive payments must be returned if no construction begins within 3 years.

AB 571 (E. Garcia) makes it easier to develop farmworker housing by easing qualifications for the Farmworker Housing Tax Credit.

AB 678 (Bocanegra) increases the standard of proof required for a local government to justify its denial of low- to moderate-income housing development projects. (AB 678 is identical to SB 167.)

AB 879 (Grayson) authorizes a study of local fees charged to new residential developments that will also include a proposal to substantially reduce such fees.

AB 1397 (Low) makes changes to the definition of land suitable for residential development to increase the number of sites where new multifamily housing can be built.

AB 1505 (Bloom/Bradford/Chiu/Gloria) authorizes cities and counties to adopt an inclusionary ordinance for residential rental units in order to create affordable housing.

AB 1515 (Daly) allows housing projects to be afforded the protections of the Housing Accountability Act if the project is consistent with local planning rules despite local opposition.

AB 1521 (Bloom/Chiu) gives experienced housing organizations a first right of refusal to purchase affordable housing developments in order to keep the units affordable.

Other applicable bills of interest:

AB 56 (Holden) would revise the definition of the term “public development facilities” for purposes of the Bergeson-Peace Infrastructure and Economic Development Bank Act to mean real and personal property, structures, conveyances, equipment, thoroughfares, buildings, and supporting components thereof, excluding any housing, that are directly related to providing, among other things, housing-related infrastructure, which includes city streets; drainage, water supply, and flood control; environmental mitigation measures; power and communications; public transit improvement that directly supports transit-oriented housing; sewage collection and treatment; and water treatment and distribution. **CHAPTERED 9/26/17**

AB 1701 (Thurmond) would, for all contracts entered into on or after January 1, 2018, require a direct contractor, as defined, making or taking a contract in the state for the erection, construction, alteration, or repair of a building, structure, or other work, to assume, and be liable for, specified debt owed to a wage claimant that is incurred by a subcontractor, at any tier, acting under, by, or for the direct contractor for the wage claimant's performance of labor included in the subject of the original contract.

FORT ORD REUSE AUTHORITY BOARD REPORT

CONSENT AGENDA

Subject:	Resolution for California Central Coast Veterans Cemetery	
Meeting Date:	October 13, 2017	INFORMATION/ACTION
Agenda Number:	7e	

RECOMMENDATION:

Adopt Resolution 17-XX, establishing a land value for the California Central Coast Veterans Cemetery (CCCVC) (**Attachment A**).

BACKGROUND/DISCUSSION:

The VIAC met on September 28, 2017. At this meeting, the VIAC reviewed the fundraising status for the California Central Coast Veterans Cemetery (CCCVC) phase II. As part of the discussion, the VIAC considered the potential benefits of establishing a land value for the 84.4 acres of the former Fort Ord land, which FORA transferred to the California Department of Veterans Affairs (CalVet) with the consent of City of Seaside and County of Monterey to complete the CCCVC. The VIAC discussion included input from State Senator Bill Monning and City of Seaside Counsel noting the merits of establishing a land value to meet Federal Department of Veterans Affairs (DVA) State Cemetery Grant local match requirements. At the end of the discussion, the VIAC recommended that the FORA Board, Seaside City Council, and Monterey County Board of Supervisors should consider draft resolutions to establish a land value for the CCCVC and assist in meeting Federal DVA State Cemetery Grant local match requirements.

FISCAL IMPACT:

Reviewed by FORA Controller 

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

COORDINATION:

VIAC, City of Seaside, State Senator Bill Monning, Authority Counsel.

Prepared by 
Dominique L. Jones

Approved by 
Michael A. Houlemard, Jr.

RESOLUTION NO. 17-xx

**A RESOLUTION OF THE GOVERNING BODY OF THE FORT ORD REUSE AUTHORITY
SETTING THE VALUE FOR LAND TRANSFERRED TO THE STATE OF CALIFORNIA FOR
THE CALIFORNIA CENTRAL COAST VETERANS CEMETERY**

THIS RESOLUTION is adopted with reference to the following facts and circumstances:

- A. WHEREAS, the FORT ORD REUSE Authority ("FORA"), and all the FORA Board members have supported the creation of the California Central Coast Veteran's Cemetery ("CCCVC") on former Fort Ord lands; and
- B. WHEREAS, the FORA Base Reuse Plan adopted in 1997 calls for a Veterans Cemetery as a key component in the base wide recovery program; and
- C. WHEREAS, many local individuals and organizations have supported the regional effort to establish the CCCVC with personal, corporate, and other eleemosynary contributions to the CCCVC Foundation's fundraising work; and
- D. WHEREAS, the United States and California Departments of Veterans Affairs have agreed to provide financial and ownership leadership for the CCCVC and have accepted responsibility for completing a full-scale facility to honor California Veterans; and
- E. WHEREAS, FORA, the City of Seaside and the County of Monterey have entered agreements recognizing the importance of setting aside a centrally located property for the CCCVC and to forego the revenue return from such property to aid the project demands; and
- F. WHEREAS, 84.4 acres of developable land have been transferred to the State of California for the purpose of developing a centrally located Veterans' Cemetery; and
- G. WHEREAS, the FORA has established and published a general average value of \$171,000 per acre for development properties establishing the total amount of \$14,432,440 as the CCCVC land value; and
- H. WHEREAS, the US and California Departments of Veterans Affairs require local matching contributions in the financing of state cemeteries receiving federal funds; and
- I. WHEREAS, FORA is requesting the State of California (CalVet) consider applying total land value of Fourteen Million Four Hundred Thirty-Two Thousand Four Hundred dollars (\$14,432,400) as state required local match for USDVA cemetery construction grants, prorated for eleven phases of the cemetery as outlined in the state's 2015 Central Coast Veterans Cemetery Master Plan, beginning with an initial proration allocation for Phase II construction for in-ground casket and cremains burials.

NOW THEREFORE the Board hereby resolves that:

- 1. The value of the land that has been contributed to the State of California for the establishment of the CCCVC is worth approximately Fourteen Million Four Hundred Thirty-Two Thousand Four Hundred dollars (\$14,432,400).
- 2. The FORA Board sustains its commitment to forego its share of the revenues for these and the related parcels in order to support the local share requirements for the CCCVC and ongoing fundraising work for meeting project obligations.
- 3. The Board requests the State of California (CalVet) consider applying a combined total land value of Fourteen Million Four Hundred Thirty-Two Thousand Four Hundred dollars (\$14,432,400) as state required local match for USDVA cemetery construction grants, prorated for eleven phases of the cemetery as outlined in the state's 2015 Central Coast

Veterans Cemetery Master Plan, beginning with an initial proration allocation for Phase II construction for in-ground casket and cremains burials.

Upon motion by _____, seconded by _____, the foregoing Resolution was passed on this ____ day of _____, _____, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

Ralph Rubio, Chair

ATTEST:

Michael A. Houlemard, Jr.
Clerk

FORT ORD REUSE AUTHORITY BOARD REPORT

CONSENT AGENDA

Subject: Public Correspondence to the Board

Meeting Date: October 13, 2017

Agenda Number: 7f

INFORMATION/ACTION

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

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

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

FORT ORD REUSE AUTHORITY BOARD REPORT	
CONSENT AGENDA	
Subject:	Habitat Conservation Plan Update
Meeting Date:	October 13, 2017
Agenda Number:	7g
INFORMATION	

RECOMMENDATION(S):

Receive a Habitat Conservation Plan (HCP) report regarding Permittee and wildlife agency review period in preparation for United States Fish and Wildlife Service (USFWS) and California Department of Fish and Wildlife (CDFW) Incidental Take Permits.

BACKGROUND:

Since 1997, the Fort Ord Reuse Authority (FORA) pursued a Fort Ord Habitat Conservation Plan (HCP) and developed its accompanying documents as required by USFWS and CDFW. Together, the HCP and accompanying documents, such as the Implementing Agreement and permit applications, allow the FORA and its member agencies to receive Incidental Take Permits (ITPs) from USFWS and CDFW for “Take” of federally and state-listed species under the Endangered Species Act (ESA) and California Endangered Species Act (CESA). FORA and its member agencies must obtain ITPs to implement conservation measures outlined in the Army’s 1997 Habitat Management Plan (HMP) and to reuse and develop former Fort Ord as envisioned in the 1997 Fort Ord Reuse Plan.

FORA worked through many challenges in its pursuit of a basewide HCP. After substantial delay in USFWS comments on the 2015 screen check draft, on July 29, 2016, FORA received a comment letter from USFWS Ventura Office Field Supervisor Stephen Henry outlining nine general recommendations for changes to the draft Fort Ord HCP. USFWS representatives recognized the 20-year history of FORA working toward a basewide HCP and affirmed their continued support for FORA’s Public Review Draft HCP schedule. At its September 9, 2016 meeting, the FORA Board authorized contract amendments for HCP consultant Inner City Fund (ICF) International and Environmental Impact Statement/Environmental Impact Report (EIS/EIR) consultant Denise Duffy & Associates (DD&A) to address these nine USFWS recommendations/ comments and prepare a public review draft HCP and its accompanying EIS/EIR.

Since the September 9, 2016 meeting, FORA staff and consultants met with USFWS and CDFW representatives five times to receive guidance and address comments. Key revisions included: (1) removing non-state or federally listed species, or listed species not known to occur outside of the Fort Ord National Monument (Monument); (2) adding mitigation measures to benefit HCP species; and (3) rewriting the HCP to only rely on Monument lands for mitigation when Permittees’ additional mitigation measures provide a link for such reliance. Staff and consultants worked several months to complete the draft updates. USFWS and CDFW representatives agreed to meet an HCP schedule allowing one 60-day review period prior to publishing the public review draft HCP and its EIS/EIR.

DISCUSSION:

The second screen check draft HCP was released to USFWS, CDFW, and Permittees for review by August 1, 2017. The second screen check draft HCP includes additional habitat mitigation or restoration requirements addressing USFWS's July 29, 2016 comments letter. Staff held two meetings with USFWS, CDFW, and Permittees during the 60-day review. The second screencheck draft HCP 60-day review period ended on September 29, 2017. USFWS, CDFW, and several Permittees informed FORA staff that they would not meet the September 29, 2017 review period deadline. Staff is following up individually with USFWS, CDFW, and Permittee representatives to seek review commitments. Time is critical since a delay in receipt of comments delays the HCP schedule (**Attachment A**).

FISCAL IMPACT:

Reviewed by FORA Controller 

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

COORDINATION:

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

Prepared by  Approved by 
Jonathan Brinkmann Michael A. Houlemard, Jr.

	Status	2017												2018												2019											
		J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	
EIR/EIS																																					
1 Prepare 1st Admin Draft EIS/EIR	Done																																				
2 Review Period	Done																																				
3 Prepare 2nd Admin Draft EIS/EIR	Done																																				
4 Solicitor review (3 weeks)	Done																																				
5 Prepare Public Review EIS/EIR																																					
6 Prepare and publish Notice of Availability in Federal Register (see HCP-13 above)																																					
7 Prepare and publish CEQA Notice of Availability (1 - 2 months)																																					
8 Public/Agencies Review Period (90 days)																																					
9 Respond to public comments/Prepare 1st Admin Draft Final EIS/EIR																																					
10 Review Period																																					
11 Prepare Final Public Draft EIS/EIR - clear for publication																																					
12 Publish Notice of Final EIS, HCP and IA Availability in Federal Register - 30 day comment period																																					
13 Publish CEQA Notice of Determination - Permit Applicants - 30 day challenge period																																					
14 CEQA Notice of Determination--CDFW - 30 day challenge period																																					
15 See Approval Process steps																																					
16 Federal Prep and Pub of <i>Record of Decision (ROD)</i> - 30 day wait period																																					

FORT ORD REUSE AUTHORITY BOARD REPORT	
CONSENT AGENDA	
Subject:	Environmental Services Cooperative Agreement-Quarterly Report Update
Meeting Date:	October 13, 2017
Agenda Number:	7h
INFORMATION/ACTION	

RECOMMENDATION:

Environmental Services Cooperative Agreement (ESCA):

- i.) Receive a Quarterly Report.

BACKGROUND:

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

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

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

DISCUSSION:

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

Under the ESCA grant contract with the Army, FORA received approximately \$98 million in grant funds to clear munitions and secure regulatory approval for the former Fort Ord ESCA parcels (see table below). FORA and ARCADIS executed the Remedial Services Agreement (RSA), a guaranteed fixed-price contract for ARCADIS to perform the ESCA grant Technical Specifications and Review Statement work. As part of the RSA, FORA paid \$82.1 million upfront, to secure an AIG "cost-cap" insurance policy. Under the terms of the ESCA grant, the EPA AOC requirements and AIG insurance provisions, AIG controls the \$82.1 million in a commutation account and pays

ARCADIS directly as work is performed. AIG provides up to \$128 million to assure additional work (both known and unknown) is completed to the Regulators satisfaction. Under these agreements, AIG pays ARCADIS directly while FORA oversee ARCADIS compliance with the grant and AOC requirements.

On January 25, 2017, ARCADIS notified FORA that the ESCA commutation account had been exhausted and that future ARCADIS work would be paid under the terms of the AIG “cost-cap” insurance policy 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 that information as part of the ESCA Quarterly Board Report.

ESCA fund status as of June 2017:

Item	2014 & 2017 Revised Allocations	Accrued through June 2017	Invoiced to AIG Cost Cap-Policy
FORA Self-Insurance or Policy	\$916,056	\$916,056	N/A
Reimburse Regulators & Quality Assurance	3,555,655	3,522,977	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	\$1,685,098
FORA Administrative Fees	4,562,001	4,268,460	N/A
Total	\$97,728,609	\$97,402,390	\$1,685,098
	ESCA Remainder	\$326,219	N/A

In December 2016, FORA and Army Base Realignment and Closure (BRAC) Headquarters (HQ) staff held a meeting to discuss the yet-to-be funded ESCA Grant Long-Term Obligations and to amend certain ESCA Administrative and Regulatory Oversight costs. Army BRAC HQ agreed to review a draft Grant Amendment scope package last December, and the Executive Committee authorized travel to address these issues. On February 12, 2017, FORA met with Army BRAC HQ and reached agreement on the ESCA Grant Amendment scope of services. Additional meetings with the Army Grant Administrator staff are required to negotiate pricing the ESCA Grant Amendment. The Army needed to finish developing their Independent Government Cost Estimate before the FORA/Army ESCA Grant Amendment negotiations can completed. In September 2017, the Army Grant Administrator approved FORA’s request for a second line item adjustment moving funds from the FORA Administrative Fees line item to the reimburse Regulators & Quality Assurance line item.

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

FORA ESCA staffing/overhead estimated in 2006, includes Executive Officer, Program Manager, and Coordinator compensation, office supply, equipment needs; and legal review. Original estimates assumed a seven (7) to ten (10) year completion period, which was impacted by delays from unknown factors, external economic and several agency policy deliberations/adjustments

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

The unfunded short-term ESCA needs are:

- Regulator Oversight Reimbursement
- FORA Administrative Costs

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

The currently identified unfunded Army Long-Term Obligations are:

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

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

ESCA Activity Status:

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

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

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

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

Future Actions:

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

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

The ESCA team actively monitors biological resources and tracks restoration activities on ESCA properties. 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.

FISCAL IMPACT:


Reviewed by FORA Controller 

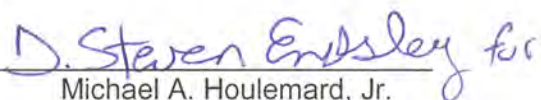
Funds for this review and report are part of the existing FORA ESCA funds. FORA staff has requested, from the BRAC HQ, a Grant Amendment in the range of \$10M for additional FORA Administrative Costs, Regulatory Oversight Reimbursement and management of ESCA property Long-Term Obligations. FORA staff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

Absent the Grant Amendment, FORA has several hundred thousand dollars of administrative and overhead expenses, Regulatory agency responses will be slow, and management of Long-Term Obligations will be unfunded in the interim. On July 13, 2017, the FORA Board authorized the Executive Officer to accept a Grant Amendment upon review and coordination with Authority/Special Counsel.

COORDINATION:

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

Prepared by 
Stan Cook

Approved by  for
Michael A. Houlemard, Jr.

FORT ORD REUSE AUTHORITY BOARD REPORT

CONSENT AGENDA

Subject:	Updated CSUMB Economic Development Program Support Memorandum of Understanding (MOU)	
Meeting Date:	October 13, 2017	INFORMATION/ACTION
Agenda Number:	7i	

RECOMMENDATION:

Receive updated CSUMB Economic Development Program Support Memorandum of Understanding (MOU) Report.

BACKGROUND:

In March 2015, the FORA Board approved funding to implement a strategic Economic Development Program. The program included funding a new Economic Development staff position, joining the Monterey Bay Economic Partnership, and collaborating with the California State University Monterey Bay (CSUMB) Institute for Innovation and Economic Development (IIED) with strategic program support. Key IIED programs included the annual Startup Challenge Pitch Competition, the regional Small Business Development Center (SBDC), and Startup Weekend Monterey Bay, all of which contribute directly to FORA's strategic goals of enhancing the regional entrepreneurial ecosystem, and business attraction/retention. Following a formal request for funding support from CSUMB President Eduardo Ochoa, the Board action approved funding levels of \$25,000 for the Startup Challenge, \$25,000 for the SBDC and \$5,000 for the Startup Weekend Monterey Bay.

In May 2016, the FORA Board approved extending this program support and increasing the Startup Challenge support to \$50,000. In its 8-year life span, the Startup Challenge has included 370 companies, awarded over \$350,000 in prize money, and resulted in the creation of over 125 regional jobs. Since first receiving FORA Board support, the Startup Challenge has experienced 35% increase in participation. In May 2017, the FORA Board approved extending the FY 16/17 program support for FY 17/18.

DISCUSSION:

As per FORA Board budget approval an updated Economic Development Program Support Memorandum of Understanding describing partnership roles and obligations for FY 17/18 is included (**Attachment A**).

FISCAL IMPACT:

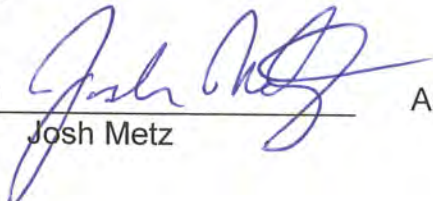
Reviewed by FORA Controller .

Staff time and program expenditures are included in the approved FY 17/18 budget.

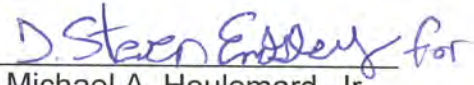
COORDINATION:

CSUMB iiED

Prepared by


Josh Metz

Approved by


Michael A. Houlemard, Jr.

**The Fort Ord Reuse Authority &
The University Corporation at Monterey Bay
Economic Development
Memorandum of Understanding**

This Memorandum of Understanding (MOU) describes the expectations between the Fort Ord Reuse Authority (FORA), a Corporation of the State of California, and the University Corporation at Monterey Bay (Corporation) pertaining to regional economic development cooperation to benefit the former Fort Ord and Monterey Bay regional economic recovery from former Fort Ord closure.

Recitals – This MOU is entered into with regard to the following facts:

- 1.1 FORA is a regional agency established under Government Code Section 67650 to plan, finance and enhance Monterey Bay regional economic recovery from the closure/downsizing of the former Fort Ord Army Military Reservation (Fort Ord) and to facilitate former Fort Ord property reuse.
- 1.2 Corporation manages two critical links in the business creation and success: (1) the Institute for Innovation & Economic Development (iiED) and (2) the California State University Monterey Bay (CSUMB) Small Business Development Center (SBDC). iiED's mission is to inspire innovation, entrepreneurship, and economic development by offering programs that help stimulate business development as well as job growth in the region. The SBDC's mission is to promote the development and growth of small businesses by providing high quality business assistance. The SBDC serves both aspiring and existing small business owners from independent contractors to companies with 400 employees and less.
- 1.3 The Parties are independently and cooperatively working on economic development programs that are structured to benefit the former Fort Ord and the Monterey Bay Region.

1.4 The FORA Board of Directors and Corporation leadership find it to be mutually beneficial to join these independent efforts to establish and sustain a coordinated approach to accomplish both Parties' economic development goals/objectives.

1.5 The Parties intend to review accomplishments under this MOU to determine if future FORA investment or extension of this MOU is warranted.

1.6 The Parties now desire to enter into this MOU to set forth the Parties' understanding with regard to combining FORA's regional interests with Corporation's regional interests, and the Parties' future course of conduct concerning recovery from Fort Ord closure and economic development.

1. Agreement – The Parties agree as follows:

1.1 Corporation Services.

1.1.1 Corporation will provide the following general services:

1.1.1.1 iiED will:

- Include FORA's logo on all marketing materials for the 2018 Startup Challenge and 2018 Startup Weekend Monterey Bay and promote them at all appropriate opportunities.
- Provide a table at each of these events for representatives of FORA to display marketing materials.
- After each event, iiED will provide to FORA a list of the event participants with contact information (Attendee information will be kept confidential) and copies of any event evaluation or surveys.

1.1.1.2 SBDC will:

- Include FORA's logo on its website and on appropriate marketing materials for its small business training, advice and mentoring services.
- Provide information about FORA at its offices.
- Provide copies of the semi-annual performance reports with results that are prepared for the U.S. Small Business Administration. Key economic development measures include: jobs created, capital infusion and/or loan applications and business startups.

1.4.2 FORA will:

- Provide monetary support in the amount of \$50,000 for the 2018 Startup Challenge.
- Provide monetary support in the amount of \$25,000 to support the SBDC small business services (7/2017-6/2018).
- Provide monetary support in the amount of \$5,000 for the 2018 Startup Weekend Monterey Bay.
- Market these events and services on their websites, email newsletters and word of mouth
- Provide its conference rooms and other facilities for workshops for these events and services, if available.
- Attend the events and provide information about FORA to participants

1.5 Maximum FORA Payment. FORA's payment is \$80,000 through June 30, 2018. Upon signing the MOU, Corporation will invoice FORA for the full amount. FORA's \$80,000 upfront payment will support CSUMB implementation of CSUMB iiED services and events and SBDC services over the next year.

1.6 Time. Time is and shall be of the essence of each term of this MOU.

1.7 Severability. If any of the provisions of this MOU are determined to be invalid or unenforceable, those provisions shall be deemed severable from the remainder of this MOU and will not cause its invalidity unless this MOU without the severed provisions would frustrate a material purpose of either party in entering into the MOU.

1.8 Mutual Indemnification. **Corporation** shall indemnify, defend and hold FORA harmless from and against any and all claims, liabilities, losses, damages and expenses, judgments and costs, including reasonable attorneys' fees and costs of suit, arising out of or in connection with the intentional, willful, wanton, reckless or negligent conduct of the indemnifying party.

FORA shall indemnify, defend and hold the Corporation, State of California, the Trustees of the California State University, CSUMB, and their Board of Directors, officers, agents, representatives, volunteers, agents, and employees harmless from and against any and all claims, liabilities, losses, damages and expenses, judgments and costs, including reasonable attorneys' fees and costs of suit, arising out of or in connection with the

intentional, willful, wanton, reckless or negligent conduct of the indemnifying party.

1.9 Termination. Either party may terminate this agreement by giving written notice to the other party sixty (60) days in advance of the specified date of termination.

Agreed and Accepted:

Fort Ord Reuse Authority

By: _____ Date _____

Michael A. Houlemard, Jr., Executive Officer

Approved as to form

By: _____ Date _____

Jon R. Giffen, Authority Counsel

University Corporation at Monterey Bay

By: _____ Date _____

Brad Barbeau, Executive Director
For Institute for Innovation & Economic Development

By: _____ Date _____

Marylou Shockley, Director
For CSUMB Small Business Development Center

By: _____ Date _____

Shyam Kamath, Dean
CSUMB College of Business

By: _____ Date _____

Kevin Saunders, Executive Director
University Corporation at Monterey Bay

FORT ORD REUSE AUTHORITY BOARD REPORT

BUSINESS ITEMS

Subject:	On-Call Engineering and Design Services	
Meeting Date:	October 13, 2017	ACTION
Agenda Number:	8a	

RECOMMENDATION(S):

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

BACKGROUND:

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

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

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

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

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

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

The solicitation process, now complete, resulted in submittals by multiple consulting teams. FORA staff reviewed and ranked the submittals. The most qualified team was selected by a panel comprised of staff representatives from Del Rey Oaks, Seaside, Monterey, and FORA. The panel selected Whitson Engineers as lead consultant for a team also including Denise Duffy and Associates, Harris and Associates, Earth Systems Pacific, and BFS Landscape Architects on August 31, 2017.

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

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

DISCUSSION:

Service Work Orders:

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

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

SWO-W3: Gigling Road is the FORA Board's third transportation priority in support of Seaside's Flagship Project of Campus Town (Seaside Surplus II) and extends from

General Jim Moore Boulevard east to Seventh Avenue. The Board's August 2010 action certified the CEQA Findings for Gigling Road Improvements. The budget for roadway design was approved in the 2017-2018 CIP. The Board's next action for consideration would be to authorize FORA staff to solicit construction bids followed by consideration of a Public Works Contract. SWO-W3 identifies the general tasks necessary to prepare for the next Board action (Tasks 1-5), and identifies additional tasks following Board approval to solicit in Tasks 6 and approval to contract in Task 7. Upon completion of SWO-W1, the service work order will be updated to reflect the specific workplan activities to be completed.

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

Recommendation:

The resulting staff recommendation is that the Board approve a Master Services contract with Whitson Engineers for South Boundary Road, Gigling Road, and other on-call services not-to-exceed \$1,500,000 for a three-year term or until the FORA Transition, whichever comes sooner; and the Board approve SWOs W1-W4.

FISCAL IMPACT:

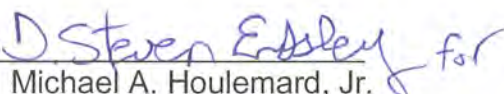
Reviewed by FORA Controller 

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

COORDINATION:

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

Prepared by  Peter Said Reviewed by  Jonathan Brinkman

Approved by  Steven Easley for
Michael A. Houlemard, Jr.

Attachment A to Item 8a
FORA Board Meeting 10/13/17

FORT ORD REUSE AUTHORITY

Agreement No. FC-_____

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

The parties agree as follows:

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

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

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

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

By _____
Michael A. Houlemard, Jr.
Executive Officer

By _____

Date: _____

Date: _____

Approved as to form:

Jon R. Giffen, Authority Counsel

EXHIBIT A

SCOPE OF WORK

1.0 Definition & Scope

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

2.0 Consulting Team and Project Personnel

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

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

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

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

3.0 Work Order/Project Milestones and Schedule

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

4.0 Fee Basis and Compensation for Services

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

5.0 CONSULTANT’s Scope of Services

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

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

6.0 Monthly Progress Reports

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

7.0 Additional Services

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

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

8.0 Compensation for Services and Method of Payment

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

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

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

9.0 CONSULTANT's Responsibilities

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

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

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

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

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

10.0 FORA's Responsibilities

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

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

EXHIBIT B
GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a. LABOR CODE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23. MISCELLANEOUS.

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

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

EXHIBIT C
FEE SCHEDULE 2017-2020

DRAFT

HOURLY RATE SCHEDULE

<u>Category</u>	<u>Hourly Rate</u>
Principal Engineer	\$ 220.00
Director of Civil Engineering	\$ 190.00
Senior Civil Engineer	\$ 180.00
Senior Land Surveyor	\$ 180.00
Civil Engineer	\$ 160.00
Land Surveyor	\$ 160.00
Senior Associate Engineer / Surveyor	\$ 150.00
Associate Engineer / Surveyor	\$ 140.00
Assistant Engineer / Surveyor	\$ 120.00
Senior Engineering / Survey Technician	\$ 115.00
Engineering / Survey Technician	\$ 110.00
Administrative Support	\$ 70.00
Engineering Aide	\$ 65.00
Expert Witness / Court Hearing	\$ 300.00
Field Surveying*	
One Person Survey Crew (Prevailing Wage)	\$ 175.00
Two Person Survey Crew (Prevailing Wage)	\$ 270.00
Three Person Survey Crew (Prevailing Wage)	\$ 380.00
Reimbursables	
Professional Services By Others †	Cost Plus 7.5%
In-House Large Format Plotting / Copies (Black & White)	\$0.50 / S.F.
In-House Plots, Prints, Copies (Color/Special Media)	Rates vary, available upon request
In-House Prints / Copies (Black & White)	\$0.10/sheet for 8.5x11, \$0.50/sheet for 11x17
Materials, Postage, Reproduction, Telephone	Cost Plus 10%
Mileage	Per Current Federal Rate

*Survey Crew rates are Prevailing Wage

#37

† Markup applied only to First Tier subs

Rates effective January 1, 2017 to December 31, 2019 and are reviewed on an annual basis thereafter

We have several staff members included in each position/classification category and our direct labor costs range per individual hourly/salary rates. Our Fringe Benefits cost is at a rate of 24.66% and Indirect Costs (overhead, general and administrative) 88.81%. Our Fee Schedule also includes a Fee Profit of 10%. If needed Exhibit 10-H and 10-K can be provided upon request.

AGREEMENT NO. FC-_____ – “EXHIBIT D”

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

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

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

SWO-W1: SCOPE OF SERVICES

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

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

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

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

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

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

SWO-W1: Deliverables

1.0 SWO-W1 Task 1

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

2.0 SWO-W1 Task 2

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

3.0 SWO-W1 Task 3

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

4.0 SWO-W1 Task 4

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

SWO-W1: TIME OF PERFORMANCE

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

SWO-W1: COMPENSATION

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

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

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

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

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

SWO-W2: SCOPE OF SERVICES

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

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

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

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

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

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

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

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

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

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

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

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

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

SWO-W2: DELIVERABLES

1.0 SWO-W2 Task 1

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

2.0 SWO-W2 Task 2

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

3.0 SWO-W2 Task 3

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

4.0 SWO-W2 Task 4

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

5.0 SWO-W2 Task 5

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

6.0 SWO-W2 Task 6

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

7.0 SWO-W2 Task 7

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

SWO-W2: TIME OF PERFORMANCE

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

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

SWO-W2: COMPENSATION

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

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

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

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

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

SWO-W3: SCOPE OF SERVICES

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

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

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

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

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

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

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

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

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

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

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

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

SWO-W3: DELIVERABLES

1.0 SWO-W3 Task 1

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

2.0 SWO-W3 Task 2

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

3.0 SWO-W3 Task 3

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

4.0 SWO-W3 Task 4

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

5.0 SWO-W3 Task 5

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

6.0 SWO-W3 Task 6

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

7.0 SWO-W3 Task 7

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

SWO-W3: TIME OF PERFORMANCE

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

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

SWO-W3: COMPENSATION

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

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

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

SERVICE WORK ORDER NUMBER W4 (SWO-W4)

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

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

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

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

SWO-W4: COMPENSATION

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

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

TIME OF COMPLETION – MULTIPLE SERVICE WORK ORDERS

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

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

FORT ORD REUSE AUTHORITY BOARD REPORT		
BUSINESS ITEMS		
Subject:	General Engineering Services	
Meeting Date:	October 13, 2017	ACTION
Agenda Number:	8b	

RECOMMENDATION(S):

- i. Approve General Engineering Services Contract with Harris and Associates (H) not-to-exceed \$695,486 (**Attachment A**)

- ii. Approve Service Work Orders (SWOs): H1 Surplus II Building Removal Engineering and Support Services for \$296,940; H2 Stockade Building Removal Engineering and Support Services \$238,311; and H3 Eucalyptus Road Infiltrator Review and Repair Engineering and Support Services for \$160,235 (**Attachment B**)

BACKGROUND:

In 2006, the FORA Board identified Seaside Surplus II and the Marina Stockade as Building Removal obligations.

In 2016, FORA staff identified the need for general engineering, bid, and construction management support in relation to Seaside Surplus II and Marina Stockade building removal efforts and Eucalyptus Road storm drainage facility repair.

In February 2017, after a competitive bid process identifying multiple qualified firms, the Board approved a General Engineering and Construction Management Services Contract and SWO number one with BKF Engineers.

The Board approved a not-to-exceed budget of \$800,000 at its April 2017 meeting.

BKF's work for FORA produced site drawings, tree surveys and geotechnical surveys. BKF's completed work on Surplus II came to a close at \$104,514. Surplus II and Stockade bid support for hazmat and building removal, construction management, site investigation, prevailing wage monitoring, and site restoration still remain.

Harris and Associates, the number two ranked firm from the general engineering services solicitation, is a local, qualified firm able to complete the remaining work at Surplus II, the Marina Stockade, and Eucalyptus Road. The immediate work would include: providing local, onsite investigation, prevailing wage monitoring support, bid support, specification definition, and construction management for building removal at Seaside Surplus II and Marina Stockade, and design of Eucalyptus Road and General Jim Moore Boulevard on-site storm water infiltration repairs.

Service Work Orders:

SWO-H1: Surplus II Building Removal Engineering and Support Services. Front end document, site surveying, potholing, utility identification, bid document preparation and construction management support.


SWO-H2: Marina's Stockade Site evaluation, construction estimates, building removal plans, specifications, front end documents, bid document preparation, and construction management support.

SWO-H3: Eucalyptus Road and General Jim Moore Boulevard Storm Water Repair Preliminary investigations, design recommendations, infiltrator design, bid assistance, and construction management support.

Recommendation:

Staff recommends approving a Contract with Harris and Associates (**Attachment A**) and General Engineering Service Work Order H1, H2, and H3 (**Attachment B**) for a three-year term or until the FORA Transition, whichever comes sooner, with Harris and Associates, not-to-exceed \$695,486.

FISCAL IMPACT:

Reviewed by FORA Controller 

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

COORDINATION:

Authority Counsel, Seaside, Marina, Administrative Committee, Executive Committee

Prepared by  Peter Said Reviewed by  Jonathan Brinkman

Approved by  for
Michael A. Houlemard, Jr.

EXHIBIT A

SCOPE OF SERVICES

1. **SCOPE of SERVICES:** The services to be performed pursuant to this Agreement are general engineering services to include but not be limited to the following:
 - a. Activities, Tasks, and deliverables identified in Service Work Orders (**Exhibit C**)
 - b. Preparation of Work Plans, Schedules and Cost Estimates for Seaside's Surplus II, Marina's Stockade, and Eucalyptus Road/General Jim Moore Boulevard water retention repair, to be used in the definition of Service Work Orders.
 - c. Preparation of Designs, Plans, Specifications, and Bid Documents for Seaside's Surplus II, Marina's Stockade, and Eucalyptus Road/General Jim Moore Boulevard water retention repair, to be further defined and agreed upon in a Service Work Order.
 - c. Construction Management Support Services for Seaside's Surplus II, Marina's Stockade, and Eucalyptus Road/General Jim Moore Boulevard water retention repair, to be further defined and agreed upon in a Service Work Order.
2. **SERVICE WORK ORDERS:** Work shall be assigned by the FORA on an as needed basis pursuant to a written work order which shall outline the timeline for the deliverables to the extent known and which shall be an essential term for the provision of said requested services. Invoices for work performed shall include reference to the Work Order, a deliverable, and shall be paid upon FORA's approval of the work product in conformance with Paragraph 7, of Exhibit B.
3. **COMPENSATION:** Compensation shall be based on a maximum-amount, not-to-exceed-fee for the comprehensive services as described in each Work Order. The cost of reproduction is reimbursable at cost plus 5 percent (1.05 times cost). 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.
4. **ADDITIONAL WORK:** 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.
 - Additional Services shall be performed only after execution of a written amendment, supplement or change order to this AGREEMENT and/or its accompanying work orders, authorizing and defining such services. Additional Services may include but are not limited to the following type of services:
 - Making revisions in drawings, specifications or other documents when such revisions are necessary to address inconsistency in approvals and instructions

previously provided in writing by FORA. Should the revisions performed by the CONSULTANT not be in accordance with approvals and instructions provided in writing by FORA, then the additional revisions required will not be considered as Additional Services

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

EXHIBIT B
GENERAL PROVISIONS

1. INDEPENDENT CONSULTANT. At all times during the term of this Agreement, CONSULTANT shall be an independent Consultant 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. CONSULTANT shall adhere to the Schedule of Activities shown in Exhibit "A".

3. INSURANCE. The CONSULTANT shall provide the following minimum insurance coverage:

General Liability

Products	\$1 million
• Personal and ADV Injury	\$1 million
• Each Occurrence	\$2 million
• Property Damage per Occurrence	\$100,000
• Property Damage Aggregate	\$2 million
• Medical Expenses	\$ 5,000

Professional Liability

• Each Claim	\$1 million
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Automobile:

• Combined Single Limit	\$250,000/\$500,000
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Workers Compensation and Employer's Liability

• Worker Compensation	Statutory Limits
• Occupational Disease	Statutory Limits

ENDORSEMENTS. All policies shall provide or be endorsed to provide that coverage shall not be canceled, except after prior written notice has been provided to FORA in accordance with policy provisions. General Liability, Automobile Liability, umbrella and excess policies shall provide or be endorsed to provide the following: 1) For any claims related to this project, CONSULTANT'S insurance coverage shall be primary and any insurance, or self-insurance maintained FORA shall be excess of the CONSULTANT'S insurance and shall not contribute with it; and, 2) FORA, its officers, agents, employees and volunteers are to be covered as additional insured on the CGL policy. General liability coverage can be provided in the form of an endorsement to CONSULTANT'S insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 2037 if a later edition is used.

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

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

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

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

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

9. PRODUCTS OF CONTRACTING. All completed work products of the CONSULTANT, once accepted, shall be the property of FORA. CONSULTANT shall have the right to use the data and products for research and academic purposes. All documents, maps, plans and other materials prepared pursuant to this agreement, although they are the consultants instrument of professional service, shall be considered, by this contract, the exclusive property of FORA, and originals of all such materials shall be presented to FORA within ten (10) days after its request. CONSULTANT may retain copies of such materials. Any modifications made by FORA or any agents of FORA, to any of CONSULTANT's work products or any partial use or reuse of these work products without the express written consent of CONSULTANT will be at FORA's sole risk and without liability to CONSULTANT.

10. INDEMNIFY AND HOLD HARMLESS. CONSULTANT is to indemnify, defend, and hold harmless FORA, its officers, agents, employees and volunteers from all claims, suits, or actions brought forth on account of injuries to or death of any person or damage to property to the extent arising from or relating to the willful misconduct, negligent acts, errors or omissions, or defects in design by the CONSULTANT or any person directly or indirectly employed by or acting as agent for CONSULTANT in the performance of this Agreement, including the concurrent or successive passive negligence of FORA, its officers, agents, employees or volunteers.

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

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

FORA is to indemnify, defend, and hold harmless CONSULTANT, its employees and sub-consultants, from all claims, suits, or actions brought forth on account of injuries to or death of any person or damage to property to the extent arising from or relating to the willful misconduct, negligent acts, errors or omissions, or defects in design by FORA or any person directly or indirectly employed by or acting as agent for FORA in the performance of this Agreement, including the concurrent or successive passive negligence of CONSULTANT, its officers, agents, employees or volunteers.

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

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

13. 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 costs of the arbitration, including all arbitration fees, and costs for the use of facilities during the hearings, shall be advanced equally by the parties 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.

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

15. PROVISIONS REQUIRED BY LAW. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

16. COMPLIANCE WITH LAW. CONSULTANT shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by CONSULTANT or in any way affect the performance of its service pursuant to this agreement. CONSULTANT shall 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.

FORT ORD REUSE AUTHORITY
SERVICE WORK ORDER H1 (SWO-H1)

Attachment B to Item 8b
FORA Board Meeting 10/13/17

SCOPE OF WORK FOR
ABATEMENT AND BUILDING REMOVAL IN SURPLUS II AREA

SCOPE OF SERVICES

Harris is pleased to present the following scope of engineering services to provide the Fort Ord Reuse Authority (FORA) plans, specifications, and opinion of probable engineering cost for the building removal of abandoned structures in Surplus II area (see Figure 1. Vista Environmental Consulting (Vista) provided hazardous materials assessments of the buildings and identified the buildings by type. The 19 buildings in the Surplus II area currently scheduled for building removal include:

Building Type/Name	Building Numbers
Rolling Pin (RP)	4451, 4452, 4454, 4456, 4657, 4466, 4467, 4469, 4471, 4472
Armory (AR)	4458, 4450
Administration Bldgs (AB) (large)	4408, 4418
Administration Bldg (AB) (small)	4438, 4550, 4560, 4448
Cafeteria (CF)	4453
Gym (GA)	4480, 4480A

We have reviewed the hazardous materials assessments performed by Vista Environmental of the buildings and soil samples in Surplus II. We will coordinate with FORA and Vista for any additional assessments.

It is our understanding that basement structures in the 3-story Rolling Pin buildings will be removed and transported in legal disposal sites. The specifications shall state that the Contractor shall coordinate with FORA for grading of the site. Single story buildings that have slab-on-grade foundations and footings will be removed and soil will be replaced graded to surrounding finished grades.

During the bidding period, FORA intends that the Contractor shall make their own observations on the work to be done, therefore not all items may be identified for removal on the drawings.

No surface improvements are anticipated.

We understand that FORA wants to expedite the design schedule as much as possible. To accommodate an accelerated design, weekly progress check-ins (e-mails will be an acceptable form of check-in) and intermediate progress submittals will minimize formal submittals and reviews. We feel that 60%, 90% and final submittals will provide the

necessary review for a complete design. FORA shall be the sole judge as to whether the submittals are complete and approved.

In addition, it was requested that separate abatement and building removal bid documents be made for the Surplus II buildings. Although abatement will be performed prior to the any building removal, the plans and specifications may be constructed together to save time and cost.

Upon FORA approval, Harris and Associates may perform the following tasks and subtasks, with direction and approval from FORA staff for each:

Task 1.0 – Project Management

1.1 Kick Off Meeting

Harris will coordinate a project kick-off meeting with the FORA project stakeholders (City of Seaside and FORA). Harris staff and appropriate sub-consultants will attend the meeting.

1.2 Weekly Progress Meetings (30)

To keep the project moving forward and have open lines of communication, we intend to have weekly progress meetings. The meetings will be teleconferences, except for up to six (6) face-to-face meetings to address review comments. For all formal meetings Harris will prepare agendas, coordinate meeting attendance, and issue meeting minutes to all Stakeholders. Agendas will be submitted within five working days before each meeting, and minutes will be submitted within five working days after each meeting.

Harris will provide either memorandum or e-mail bullet items that document teleconference discussions to all attendees.

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 Utility Coordination

FORA has performed some utility notifications. Harris will coordinate with FORA to contact, via e-mail, utility notifications to utility companies that have facilities within the Surplus II vicinity making them aware of the upcoming building removal activities and request copies of their maps, plans, and/or sketches of their existing and/or proposed facilities within the Surplus II vicinity. In addition to the written utility notifications, Harris will contact the utility companies by telephone to ensure that written notifications were received and being acted upon. Copies of progress submittals will be transmitted to affected utility companies to notify them of the anticipated building removals in Surplus II area, and construction schedule. Harris will maintain a utility log tracking when and to whom notifications were sent and document the responses received. FORA staff will be

copied on utility correspondence. In addition, Harris will review FORA utility maps and as-built record documents.

1.5 Coordination with Subconsultants

Harris project manager and designer will coordinate with the team subconsultants. Subconsultant coordination includes necessary internal communications, meetings, and data transfers. See Task 2.0 for sub consultants and their role.

1.6 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 building removal. 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 any utility information and project reports (environmental documentation, etc.). FORA has indicated that building as-builts may not be available, but floor layouts are shown in the Vista reports. In addition, Harris staff will conduct field investigations to confirm the utilities outside of each building and in the interior of every floor, and document the findings through photographs. The photographs will be used in the construction drawings to assist in describing building removal work to be done.

Field walk will also document existing utilities in the building removal area.

2.2 Site Survey

An aerial topographic site survey will be performed by our subconsultant, Whitson Engineers to locate existing grades, structures and utilities required for the Project. The survey scope of services includes:

- Aerial topography will be used to capture the project boundary
- Control Survey to establish NAD 83 horizontal, NGVD 29 Vertical Project Control based on City and County Benchmarks.
- Tie in sufficient monuments to orient record boundary.
- Locate exterior configuration of existing building, 100 feet of the surrounding area, first floor pillars, and walls, visible surface utilities within the mapping limits, including all existing sewer manholes (rim, invert). Storm drains (rim elevations, flowline), existing utility mark outs, water, gas, telephone, and television appurtenances.

2.3 Base Map

Using the information gathered in Task 2.1 and survey provided in Task 2.2, Harris staff will prepare the base map drawings for project. Base map information will include as-builts for existing water, storm drain, and sewer mains. It will also include dry utilities such as Pacific Gas and Electric (PG&E) and base utilities. Upon completion of the base map, Harris staff will conduct field reviews to confirm the basemap. This information will be compiled and provided to FORA.

2.4 Potholing

The prepared basemap will be reviewed to determine pothole locations, if necessary. For the purposes of this proposal, our potholing subconsultant, Monterey Peninsula Engineering (MPE), will perform up to 15 potholes. We anticipate 10 potholes will be less than 5 feet deep and 5 potholes will be less than 10 feet deep. Any additional potholes required will be based on the Schedule of Services attached herein.

2.5 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).

2.6 Basis of Design Memorandum

A brief basis of design memorandum will be a letter report documenting the design decisions for the Surplus II area abatement and building removals. The Basis of Design will include building information, summary of Vista information, utility information, permits, and handling of hazardous wastes.

Task 3.0 – 60% Submittal

3.1 60% Plans

We will provide separate documents for the abatement and the building removal of the Surplus II and the stockade sites. We anticipate the drawing set to contain the sheets listed below, but may change as the design progresses.

Surplus II Sheet Names	Building Removal No Shts	Abatement No. Shts
Cover	1	1
General Notes	1	1
Site/Phasing Plan (Surplus II area)	1	1
Tree Removal Plan	1	
Bldg Removal/Abatement Plan Rolling Pin Bldgs (one sheet/floor)	4	
Bldg Removal/Abatement Plan Armory Bldgs	1	
Bldg Removal/Abatement Plan Administration Bldgs (large)	1	
Bldg Removal/Abatement Plan Cafeteria/Administration Bldgs (small)	1	
Bldg Removal/Abatement Plan (Gym and extension)	1	
Elevation View – Rolling Pin Bldgs/Gym	1	
Elevation View – Armory Bldgs/Administration Bldgs (large)	1	
Elevation View - Cafeteria/Administration Bldgs (small)	1	
Abatement Sheet		1
Bldg Removal Details	1	
Water Pollution Control Plan	1	1
Total Number of Sheets	18	5

Harris will prepare the 60% design drawings in AutoCAD Civil 3D 2016. The horizontal scale will be 1"=40' or 1"=20' where appropriate for the information being depicted. The full-size print size will be 24"x36".

The building removal drawings will include building outline with notes identifying structural aspects of each building, including the interior walls. The Rolling Pin buildings will have one sheet for each floor. The elevation views of the buildings, anticipated to be one section that will depict building elements not easily seen from a plan view, i.e., parapets, overhangs, etc. Utilities will be capped five (5) feet from the building exterior.

Using the same basemap, the abatement drawings will detail asbestos, lead, PCB, universal waste and other hazardous materials. Information from the Vista's *Task 3 Pre-Demolition Hazardous Material Survey, 28 buildings, Surplus II, Seaside, California* (June 13, 2016) will be used to annotate the abatement drawings. This report will also be a part of the abatement specification appendices.

3.2 60% Specifications

A complete specification package, front end and technical, will be prepared and submitted for review and comment for the abatement and building removal bid packages. The

abatement specifications will include lead, asbestos, universal waste, PCB, and hazardous materials removals.

The “front end” will be provided by FORA and patterned after the Creegan+D’Angelo specifications for Eucalyptus Road. A contingency of \$1,280.00 will be required to reproduce the “front end”.

3.3 60% Opinion of Probable Construction Cost

Harris will provide a 60% opinion of probable construction cost for the Surplus II abatement and building removals. This opinion will be based on similar projects performed for FORA.

3.4 60% Deliverables

Harris will deliver six (6) full-size sets of drawings, six (6) sets of specifications, and six (6) opinion of probable construction costs will be provided for the abatement project and a similar submittal will be made for the building removal project. Electronic files (*.dxf, *.pdfs, and *.docx) shall be provided.

Task 4.0 – 90% Submittal

For each subtask below, once comments have been address, a submittal will be made to FORA (one set of revised, plans, specifications, and opinion of probable construction cost). FORA must approve the prior submittal before work can commence on the next submittal. The turn-around for FORA is approximately 3 (three) days.

4.1 90% Plans

Harris staff will incorporate, address, and document the response to the 60% review comments from FORA to prepare the 90% submittal.

4.2 90% Specifications

Harris staff will incorporate, address, and document the response to the 60% review comments from FORA to prepare the 90% submittal.

4.3 90% Opinion of Probable Construction Cost

An updated opinion of probable construction cost will be provided based on the status of the project requirements.

4.4 90% Deliverables

Harris will deliver six (6) full-size sets of drawings, six (6) sets of specifications, and six (6) opinion of probable construction costs will be provided for the abatement project and

a similar submittal will be made for the building removal project. Electronic files (*.dxf, *.pdfs, and *.docx) shall be provided.

Task 5.0 – Final Submittal

See notes on submittal review process in Task 4.0.

5.1 Final Plans

Harris staff will incorporate, address, and document the response to the 90% review comments from FORA to prepare the final submittal.

5.2 Final Specifications

Harris staff will incorporate, address, and document the response to the 90% review comments from FORA to prepare the final submittal.

5.3 Final Opinion of Probable Construction Cost

An updated opinion of probable construction cost will be provided based on the status of the project requirements.

5.4 Final Deliverables

Harris will deliver six (6) full-size sets of drawings, six (6) sets of specifications, and six (6) opinion of probable construction costs will be provided for the abatement project and a similar submittal will be made for the building removal project. Electronic files (*.dxf, *.pdfs, and *.docx) shall be provided.

Task 6.0 – Bidding Assistance

For both the Surplus II Abatement and the Building Removals:

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.

6.1 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.

6.2 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.

6.3 Bid Evaluation

Harris will assist with the bid evaluation for each project. 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 7.0 – Prevailing Wage Monitoring

7.1 Prevailing Wage Monitoring

During the design phase, FOR A intends to perform property maintenance by cutting the grass, etc. The landscape workers shall be prevailing wage. Harris subconsultant, Contractor Compliance and Monitoring, Inc., will provide monitoring of people and hours to ensure prevailing wage requirements are met. This task is to monitor the landscaping services that will be provided by FORA to control the growth between the buildings.

Task 8.0 – 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.

8.1 Construction Assistance

8.1.1 – Requests for Information (RFI)

Harris will answer up to ten (10) requests for information during the project duration.

8.1.2 – Submittals

Harris will review up to 15 (15) submittals during the construction period.

8.2 As-Builts

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.

Task 9.0 – Contingency

9.1 Contingency

The contingency will be used for unexpected tasks resulting from discoveries made during the design process. These funds, when authorized, may be used for scope creep. The contingency will only be used when written authorization has been provided by FORA.

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
- We assumed there are no roadway or other surface improvements.
- 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.

FORT ORD REUSE AUTHORITY
SERVICE WORK ORDER H2 (SWO-H2)
SCOPE OF WORK FOR
STOCKADE ABATEMENT AND BUILDING REMOVALS

SCOPE OF SERVICES

Harris is pleased to present the following scope of engineering services to provide the Fort Ord Reuse Authority (FORA) plans, specifications, and opinion of probable engineering cost for removal of the stockade buildings (see Figure 1). There are eight (8) buildings in the stockade complex which will require removal.

There is an active concrete manufacturing facility currently occupying the site and it appears that a few of the stockade walls are currently being used by the concrete manufacturing facility. Coordination will be required during the design/construction process so that the impacts to the manufacturing facility is minimal.

Vista Environmental Consulting (Vista) provided hazardous materials assessment of the building. We have reviewed the hazardous materials assessments performed by Vista Environmental of the buildings and soil samples in Surplus II. We will coordinate with FORA and Vista for any additional assessments.

No surface improvements are anticipated, i.e., paving.

We understand that FORA wants to expedite the design schedule as much as possible. To accommodate an accelerated design, weekly progress check-ins (e-mails will be an acceptable form of check-in) and intermediate progress submittals will minimize formal submittals and reviews. We feel that 60%, 90% and final submittals will provide the necessary review for a complete design. FORA shall be the sole judge as to whether the submittals are complete and approved.

In addition, it was requested that separate abatement and building removal bid documents be made for the stockade buildings. Although abatement will be performed prior to the any building removal, the plans and specifications will be constructed together to save on time and costs.

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 Weekly Progress Meetings (30)

To keep the project moving forward and have open lines of communication, we intend to have weekly progress meetings. While many of these meetings will be teleconferences, there will be up to six (6) face-to-face meetings to address review comments. For all formal meetings Harris will prepare agendas, coordinate meeting attendance, and issue meeting minutes to all Stakeholders. Agendas will be submitted within five working days before each meeting and minutes will be submitted within five working days after each meeting.

Harris will provide either memorandum or e-mail bullet items that document teleconference discussions to all attendees.

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 Utility Coordination

FORA has performed some utility notifications. Harris will coordinate with FORA to contact, via e-mail, utility notifications to utility companies that have facilities within the Surplus II vicinity making them aware of the upcoming building removal activities and request copies of their maps, plans, and/or sketches of their existing and/or proposed facilities within the Surplus II vicinity. In addition to the written utility notifications, Harris will contact the utility companies by telephone to ensure that written notifications were received and being acted upon. Copies of progress submittals will be transmitted to affected utility companies to notify them of the anticipated building removals in Surplus II area, and construction schedule. Harris will maintain a utility log tracking when and to whom notifications were sent and document the responses received. FORA staff will be copied on utility correspondence. In addition, Harris will review FORA utility maps and as-built record documents.

1.5 Coordination with Subconsultants

Harris project manager and designer will coordinate with the team subconsultants. Subconsultant coordination includes all necessary internal communications, meetings, and data transfers. See Task 2.0 for sub consultants and their role.

1.6 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 any utility information and project reports (environmental documentation, etc.). FORA has indicated that building as-builts may not be available, but floor layouts are shown in the Vista reports. In addition, Harris staff will conduct field investigations to confirm the utilities outside of each building and in the interior of every floor, and document the findings through photographs. The photographs will be used in the construction drawings to assist in describing building removal work to be done.

Field walk will also document existing utilities in the building removal area.

2.2 Site Survey

An aerial topographic site survey will be performed by our subconsultant, Whitson Engineering, to locate existing grades, structures and utilities required for the basemap. The survey scope of services includes:

- Aerial topography will be used to capture the project boundary
- Control Survey to establish NAD 83 horizontal, NGVD 29 Vertical Project Control based on City and County Benchmarks.
- Tie in sufficient monuments to orient record boundary.
- Locate exterior configuration of existing building, 100 feet of the surrounding area, first floor pillars, and walls, visible surface utilities within the mapping limits, including all existing sewer manholes (rim, invert). Storm drains (rim elevations), existing utility mark outs, water, gas, telephone, and television appurtenances.
- Right-of-way and property boundaries.

2.3 Base Map

Using the information gathered in Task 2.1 and survey provided in Task 2.2, Harris staff will prepare the base map drawings for project. Base map information will include as-builts for existing water, storm drain, and sewer mains. It will also include dry utilities such as Pacific Gas and Electric (PG&E) and base utilities. Upon completion of the base map, Harris staff will conduct field reviews to confirm the basemap. This information will be compiled and provided to the FORA.

2.4 Potholing

The prepared basemap will be reviewed to determine pothole locations, if necessary. For the purposes of this proposal, our potholing subconsultant, Monterey Peninsula Engineering (MPE), will perform up to 10 potholes. We anticipate 7 potholes will be less than 5 feet deep and 3 potholes will be less than 10 feet deep. The prepared basemap will be reviewed to determine pothole locations, if necessary. For the purposes of this proposal, our potholing subconsultant, Monterey Peninsula Engineering (MPE), will perform up to 15 potholes. We anticipate 10 potholes will be less than 5 feet deep and 5

potholes will be less than 10 feet deep. Any additional potholes required will be based on the Schedule of Services attached herein.

2.5 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).

2.6 Basis of Design Memorandum

A brief basis of design memorandum will be a letter report documenting the design decisions for the abatement and removal of the stockade building. The Basis of Design will include building information, summary of Vista information, utility information, permits, and handling of hazardous wastes.

Task 3.0 – 60% Submittal

3.1 60% Plans

We will provide separate documents for the abatement and the removal of the stockade building. We anticipate the drawing set to contain the sheets listed below, but may change as the design progresses.

Surplus II Sheet Names	Building Removal No Shts	Abatement No. Shts
Cover	1	1
General Notes	1	1
Site Plan	1	1
Building Removal/Abatement Plan of the stockade building	2	
Building Removal/Abatement Plan other miscellaneous structures	1	
Elevation View – stockade building	1	
Abatement sheets		1
Details	2	1
Water Pollution Control Plan	1	1
Total Number of Sheets	11	6

Harris will prepare the 60% design drawings in AutoCAD Civil 3D 2016. The horizontal scale will be 1"=40' or 1"=20' where appropriate for the information being depicted. The full-size print size will be 24"x36".

The building removal drawings will include building outline with notes identifying structural aspects of each building, including the interior walls. The main stockade building (4953) will have one sheet for each floor. The elevation views of the buildings, anticipated to be one or two sections, will depict building elements not easily seen from a plan view, i.e., parapets, overhangs, etc. Utilities will be capped five (5) feet from the building exterior.

Using the same basemap, the abatement drawings will detail asbestos, lead, PCB, universal waste and other hazardous materials. Information from the Vista's environmental assessment. This report will also be a part of the abatement specification appendices.

3.2 60% Specifications

A complete specification package, front end and technical, will be prepared and submitted for review and comment for the building removal and abatement. The abatement specifications will include lead, asbestos, universal waste, PCB, and hazardous materials removals.

The "front end" will be provided by FORA and patterned after the Creegan+D'Angelo specifications for Eucalyptus Road. A contingency of \$1280.00 will be required to reproduce the "front end".

3.3 60% Opinion of Probable Construction Cost

Harris will provide a 60% opinion of probable construction cost for the abatement and the building removal. This opinion will be based on similar projects performed for FORA.

3.4 60% Deliverables

Harris will deliver six (6) full-size sets of drawings, six (6) sets of specifications, and six (6) opinion of probable construction costs will be provided for the abatement project and a similar submittal will be made for the building removal project. Electronic files (*.dxf, *.pdfs, and *.docx) shall be provided.

The City of Seaside may stop the project at this point due to funding. The following tasks will be included in the contingency.

Task 4.0 – 90% Submittal

For each subtask below, once comments have been address, a submittal will be made to FORA (one set of revised, plans, specifications, and opinion of probable construction cost). FORA must approve the prior submittal before work can commence on the next submittal. The turn-around for FORA is approximately 3 (three) days.

4.1 90% Plans

Harris staff will incorporate, address, and document the response to the 60% review comments from FORA to prepare the 90% submittal

4.2 90% Specifications

Harris staff will incorporate, address, and document the response to the 60% review comments from FORA to prepare the 90% submittal.

4.3 90% Opinion of Probable Construction Cost

An updated opinion of probable construction cost will be provided based on the status of the project requirements.

4.4 90% Deliverables

Harris will deliver six (6) full-size sets of drawings, six (6) sets of specifications, and six (6) opinion of probable construction costs will be provided for the abatement project and a similar submittal will be made for the building removal project. Electronic files (*.dxf, *.pdfs, and *.docx) shall be provided.

Task 5.0 – Final Submittal

See notes on submittal review process in Task 4.0.

5.1 Final Plans

Harris staff will incorporate, address, and document the response to the 100% review comments from FORA to prepare the final submittal.

5.2 Final Specifications

Harris staff will incorporate, address, and document the response to the 100% review comments from FORA to prepare the final submittal.

5.3 Final Opinion of Probable Construction Cost

An updated opinion of probable construction cost will be provided based on the status of the project requirements.

5.4 Final Deliverables

Harris will deliver six (6) full-size sets of drawings, six (6) sets of specifications, and six (6) opinion of probable construction costs will be provided for the abatement project and a similar submittal will be made for the building removal project. Electronic files (*.dxf, *.pdfs, and *.docx) shall be provided.

Task 6.0 – Bidding Assistance

For both the stockade abatement and building removals:

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 addenda. FORA will also conduct the bid opening. Harris will provide bid

assistance by attending the pre-bid meeting and bid opening, provide RFI responses, preparing addenda, and assist in evaluating the bids.

6.1 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.

6.2 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.

6.3 Bid Evaluation and Recommendations

Harris will assist with the bid evaluation for each project. 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 whether to award the bid.

Task 7.0 – 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.

7.1 Construction Assistance

7.1.1 – Requests for Information (RFI)

Harris will answer up to five (5) requests for information during the project duration.

7.1.2 – Submittals

Harris will review up to 10 (10) submittals during the construction period.

7.2 As-Builts

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.

Task 8.0 – Contingency

8.1 Contingency

The contingency will be used for unexpected tasks resulting from discoveries made during the design process. These funds, when authorized, may be used for scope creep. The contingency will only be used when written authorization has been provided by FORA.

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
- We assumed there are no roadway or other surface improvements.
- 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.

FORT ORD REUSE AUTHORITY
SERVICE WORK ORDER H3 (SWO-H3)
SCOPE OF WORK FOR
EVALUATION OF INFILTRATION UNITS ON EUCALYPTUS ROAD

SCOPE OF SERVICES

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

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

Task 1.0 – Project Management

1.1 Kick Off Meeting

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

1.2 Progress Meetings (6)

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

1.3 Monthly Progress Reports

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

1.4 QA/QC

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

Task 2.0 – Preliminary Investigations

2.1 Data Gathering and Field Review

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

2.2 Hydrology Study

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

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

Task 3.0 – Letter Report

3.1 Draft Letter Report with Recommendations for Infiltration Units

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

3.2 Final Letter Report with Recommendations for Infiltration Units

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

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

Task 4.0 – Infiltration Unit Design

4.1 Surveying

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

4.2 Geotechnical Investigations

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

4.3 SWPPP

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

Task 5.0 – 60% Submittal

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

Task 6.0 – 90% Submittal

Task 7.0 – Final Submittal

Task 8.0 – Bid Assistance

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

8.1 Pre-Bid Meeting and Bid Opening

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

8.2 As-Needed Bid Assistance

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

8.3 Bid Evaluation

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

Task 9.0 – Construction Support and As-Builts

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

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

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

ASSUMPTIONS AND EXCLUSIONS

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

FORT ORD REUSE AUTHORITY BOARD REPORT

BUSINESS AGENDA

Subject:	Transition Task Force	
Meeting Date:	October 13, 2017	INFORMATION/ACTION
Agenda Number:	8c	

RECOMMENDATION:

- i. Approve the Transition Task Force (TTF) recommendation, including transition plan goals, directing staff to draft Joint Powers Agreement and Transition Plan Agreements that will be necessary to implement the elements of the resultant transition plan; and
- ii. Consider modifications to the Legislative Agenda implementing the TTF recommendation to create legislation which extends Fort Ord Reuse Authority's (FORA's) existing financing and regional powers to be vested into a successor single entity or pursue an extension of the FORA legislation to a date not later than 2030, amending the Board structure as recommended by TTF for the successor entity.

BACKGROUND/DISCUSSION:

In December 2016, the FORA Board of Directors (Board) accepted recommendations from the TTF and Legislative Committee and directed that FORA pursue dual tracks for its transition planning. It was explained that a Transition Plan is required to be presented to the Local Agency Formation Commission (LAFCO) by December 2018 in order to allow sufficient time for approval prior to FORA's statutory sunset of June 30, 2020. The Board directed that FORA staff seek a legislative extension on the one hand, and proceed with transition planning on the other. Staff notes that the Legislative Committee makes recommendations to the Board regarding legislation. In March 2017, the FORA Board chair re-convened the *ad hoc* transition group to provide information and a recommendation to the Board regarding a FORA Transition Plan. Although the TTF was established as an *ad hoc* committee, not subject to the Brown Act, the meetings were noticed in advance of the meeting date by email, meeting agenda posting, and meeting agenda posting on the FORA website. Over the course of the TTF meetings, a wide spectrum of people attended from legislative office representatives, water agency representatives, developer representatives, city and county staff members, and members of the public.

In April 2017, FORA staff presented a rigorous timeline and four main "Tasks" to the TTF that needed consensus in order to move forward with transition plan documents. A series of six TTF meetings followed over the next four (4) months discussing different options for each task. The materials presented to and available for review by the TTF for 2016 and 2017 can be found on the FORA web pages at <http://www.fora.org/Transitiontaskforce.html>. Ultimately, the TTF made recommendations regarding each task. The Transportation Agency of Monterey County (TAMC) presented to the Task Force how they might be involved in managing FORA Capital Improvement Program (CIP) transportation projects for the jurisdictions: onsite, offsite and regional. The process was consensus based, with substantial progress made during the meetings of July and August.

The four main tasks to address were: (1) Goals and a Fair and Equitable allocation of obligations/liabilities upon sunset; (2) Infrastructure Assignment/Priorities; (3) Financing; and (4) Successor organization. Upon Board direction, staff would take the TTF and Board's direction and incorporate this information into draft transition plan documents during 2018 for the next phase of the transition plan to be presented to LAFCO by December 2018. Staff notes that, by

applying concepts and formulas based upon development within a jurisdiction, the same transition plan formulas could be applied in 2020 or at a later date should FORA's sunset date be extended. The only difference would be the updated amount of outstanding obligations/liabilities related to implementing mitigation measures.

- **Task 1 – Goals and a Fair and Equitable Allocation of Obligations:** Task 1 was presented at multiple meetings. A set of goals was unanimously adopted by the Transition Task Force Committee with the exception of language referencing the FORA affordable housing policy. Staff presented multiple “methodologies” for the TTF’s discussion to allocate a fair and equitable share of the remaining program. The FORA CIP financing program was set up to accomplish certain reuse goals, i.e. complete environmental mitigations, remove remnant buildings, and promote job creation. The FORA CIP financing program led to the creation of a special tax providing flexibility in how to apply the fees generated.

In FORA’s absence, creating new or replacement fees utilizing a nexus approach could affect the ability to protect the principles in the FORA Base Reuse Plan (BRP) that encourage economic development. The nexus approach also shifts costs disproportionately to future development projects and, for some entities that didn’t have fees in existence at the time of project approval, there may be difficulty applying any new fees on already approved development projects. For example, TAMC’s regional impact fee was not adopted until 2008, and, therefore, developments approved prior to that time (such as Sea Haven, Dunes on Monterey Bay, and East Garrison) may not legally be required to pay TAMC’s fees, necessitating alternative mechanisms or uneven treatment of projects.

- **Task 2 – Infrastructure Assignment/Priorities:** Task 2 was presented at multiple meetings. Staff presented CIP outstanding transportation projects and the prioritization process. The TTF discussed prospective lead agency assignments and reimbursement issues. TAMC provided information on how it might be able to assist in the management and prioritization of remaining FORA projects, and provided additional information on its 2018 Regional Transportation Fee Program update.
- **Task 3 – Financing:** The TTF discussed financing in terms of revenue sources available to jurisdictions to implement the outstanding FORA program post 2020. Those revenue sources include: property tax revenues, sales/hotel tax generation, land sales revenue, impact fees or extension or replacement Community Facilities District (CFD) special taxes or equivalent.
- **Task 4 – Successor Organization:** Staff outlined the successor structure. If FORA is not extended, there are two basic choices: 1) spread the remaining FORA program among multiple agencies/entities, such as assignment of tasks to Cities and/or TAMC; MCWD and/or Seaside County Sanitation District; or 2) create a single successor entity.

Time is of the essence in preserving and promoting options for the successful transition of FORA to the local jurisdictions or a successor in the most cost-effective and least duplicative manner. If the Board wishes to preserve its legislative options, draft legislation will need to be presented to the legislative offices no later than early November 2017. This November timeframe is important because this is when draft legislation is considered for inclusion in the 2018 legislative process. Current state law requires FORA to report back to LAFCO at the end of 2018 and, subsequently, to the state legislature. In the absence of unanimous decisions by the Board, current Board action items require at least two meetings prior to passage. Nonetheless, the Legislative Committee and others have concurred that reserving a special meeting date the third week in October would be prudent to afford Board members and the public two meetings to

consider information in October. Tentative dates for the special meeting are October 23 and October 26, 2017.

As a preliminary matter and guiding the TTF recommendations to the Board, the TTF endorsed a set of goals for a successful transition plan. A copy of the goals is attached as **Exhibit A**. While the TTF found consensus unanimously on the goals, much discussion was raised about including affordable housing as a call out. Staff is not aware of any legal case that provided a higher emphasis on one BRP policy over another simply by inclusion in a call out list. The TTF recommends that the Board adopt these transition plan goals by reference.

The specific recommendation by the TTF is that a **single entity** be created to handle the outstanding FORA program should FORA not be extended. This recommendation does not require any change in state legislation and is within full control of the local jurisdictions and County to enter. TTF briefly discussed the initial members to be comprised of the underlying land holding jurisdictions and California State University Monterey Bay, with an option for others interested in participating to be added or removed. The policy choice for the Board is to move forward with Transition Planning documents based upon a **single entity** or **multiple entities**. What transition plan documents are drafted prior to December 2018 will depend upon the Board's direction. Some of the benefits of moving forward with the single entity approach include: 1) consistency in implementing the BRP, 2) consistency in implementing the BRP goals, 3) a comprehensive regional forum to finish the BRP, and 4) preserving local control over the implementation of the remaining program. This option also preserves the ability of the successor Joint Powers Authority (JPA) to begin to function transfer or ramp down early if it makes sense to do so.

On the other hand, transferring the program to multiple entities prior to the full implementation of the CIP creates inequities between the jurisdictions, emphasizes the shift from a tax-based system to a nexus based system, and may not result in full realization of the BRP goals. Transferring the program to multiple entities also presents prioritization issues. How do you ensure that a successor entity prioritizes the remaining program to support full buildout? Who will enforce the overarching BRP mitigations and policies? Compared to the single entity choice, more transition agreements are required with additional complex provisions to address some of the major issues presented. Nonetheless, the Board has discretion to recommend the multiple entity option should they so choose.

The majority of the TTF recognized that the **financing component** is critical to maintaining fairness and equity among the underlying land holding jurisdictions and fully implementing the remaining BRP goals with minimal duplication. Because the FORA CFD terminates when FORA terminates, it was requested that FORA seek legislation allowing continuation of the FORA CFD and assignment to a successor entity until full implementation of the remaining CIP, thus continuing revenue stream funding for habitat conservation, transportation, and water augmentation mitigations. The FORA CFD is currently unable to remove additional blighted buildings (containing hazardous materials) because the Mello Roos legislation limits the program to public facilities which will remain in existence longer than five years. In the absence of the FORA CFD, local jurisdictions would be required to raise replacement revenues to replace the FORA CFD. This may create an issue on how much funding a jurisdiction will be required to raise in order to complete the program. The TTF did not achieve consensus on how to address this issue. However, a majority of the TTF believed that a legislative solution, either extension of FORA's CFD and regional powers similar to FORA's, would eliminate a major issue facing the individual jurisdictions of creating a replacement financing mechanism. This is the crux of why this item is brought forward at this time.

Finally, the TTF majority recommended that the underlying land holding jurisdictions continue with the already established and agreed upon Implementation Agreement formula for continuing to contribute a **fair and equitable share** to completing obligations/liabilities related to underlying land development (Real Property Based Obligations/liabilities). Additionally, the majority of the TTF further recommended that non-real property obligations/liabilities be assigned based upon voting power percentage. As explained by staff, the main non-real property liability is the CalPERS terminated agency liability. Currently, the CalPERS hypothetical termination liability is between \$6.9M and \$8.8M. For fiscal year 2017, the Finance Committee and the FORA Board have set aside approximately \$7.3M to address this projected liability. The more that this liability is funded, the financial risk associated with an assignment of this non-real property liability is reduced. The policy issue for the Board to address is: should all voting members be required to bear some responsibility for any portion of outstanding obligations/liabilities or should the entire amount be borne by only the underlying land holding jurisdictions? If the Board decides that all voting members received a regional benefit, how should any outstanding obligation/liability contribution be allocated? In terms of the TTF recommendations, the TTF simplified the issue by separating out Real Property and Non-Real Property Liabilities/Obligations.

FISCAL IMPACT:

Reviewed by FORA Controller 

Staff time/legal are within the approved annual budget.

Earlier staff PowerPoint versions were presented to Finance Committee. As transition planning continues, staff anticipates presenting future transition plan budget items for Board consideration.

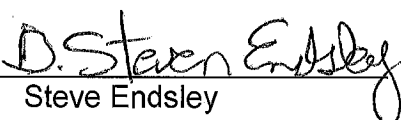
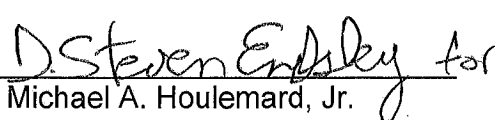
COORDINATION:

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

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

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

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

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

Goals for the Transition Plan

Land Use Jurisdictions and Successor Entity will:

Implement Base Reuse Plan (BRP) Economic Recovery

Implement BRP Mitigations

Implement BRP Policies, including but not limited to, affordable housing and/or jobs/housing balances

Collaborate to Maximize/Leverage Regional Resources

Commit to Fair and Equitable Distribution and Contribution

FORA will:

Implement recovery/mitigation/ building removal prior to sunset

Minimize successor liability