



FORT ORD REUSE AUTHORITY

REGULAR MEETING

FORT ORD REUSE AUTHORITY (FORA) BOARD OF DIRECTORS

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

AGENDA

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

1. CALL TO ORDER

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

3. ACKNOWLEDGEMENTS, ANNOUNCEMENTS, AND CORRESPONDENCE

4. CLOSED SESSION

- a. Conference with Legal Counsel – Gov. Code 54956.9(d)(2) one matter of significant exposure to litigation.
Claimant: Marina Community Partners
- b. 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
- c. Conference with Legal Counsel – Gov. Code 54956.9(a): Keep Fort Ord Wild v. Fort Ord Reuse Authority, Monterey County Superior Court, Case No.:17CV004540
- d. Conference with Legal Counsel – Gov. Code section 54956.9, 1 matter of significant litigation exposure.

5. ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION

6. ROLL CALL

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

7. CONSENT AGENDA

INFORMATION/ACTION

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

- a. Approve December 8, 2017 Meeting Minutes ([p. 1](#))
Recommendation: Approve December 8, 2017 meeting minutes.
- b. Water/Wastewater Oversight Committee Update ([p. 4](#))
Recommendation: Receive an update from the Water/Wastewater Oversight Committee.
- c. Environmental Services Cooperative Agreement Quarterly Report Update ([p. 10](#))
Recommendation: Receive a Quarterly Report on the Environmental Services Cooperative Agreement.
- d. Public Correspondence to the Board ([p.19](#))

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. Transition Planning Update (p. 20)

Recommendation:

- i. Receive 2018 Transition Planning Draft Schedule
- ii. Receive Transition Plan Summary Charts for Water and Financing/Assets
- iii. Review Draft Joint Powers Agency Outline/Concept
- iv. Provide Direction to Staff
- v. Schedule follow-up discussions/meetings for this topic

b. General Engineering Services (p. 39)

Recommendation:

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

c. Capital Improvement Program Munitions Response Coordination (p. 132)

Recommendation: Approve an on-call professional services contract with Reimer Associates Consulting for munitions response coordination for an amount not to exceed \$315,787.

d. Eastside Parkway Goals and Objectives (p. 156)

Recommendation:

- i. Receive an Eastside Parkway Goals and Objectives Report.
- ii. Discuss and Consider Approval of Eastside Parkway Goals and Objectives (Attachment A) for use in future preparation of an Environmental Impact Report in compliance with the California Environmental Quality Act.

e. Marina Coast Water District's Draft Initial Study/Negative Declaration for the Ord Community Sphere of Influence Amendment and Annexation (p. 178)

Recommendation:

- i. Receive a report on Marina Coast Water District's Draft Initial Study/Negative Declaration for the Ord Community Sphere of Influence Amendment and Annexation (IS/ND).
- ii. Provide direction to staff on MCWD's Draft IS/ND.

f. Elect 2018 Board Officers (p. 180)

Recommendation:

1. Receive report from the 2018 Nominating Committee.
2. Approve Nominating Committee's proposed slate or alternatively seek Board/public nominations, and the Executive Officer will conduct an election.
3. Provide direction as to possible adjustments to the selection process.

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: February 9, 2018 AT 2:00 P.M.

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



FORT ORD REUSE AUTHORITY
BOARD OF DIRECTORS REGULAR MEETING MINUTES
2:00p.m., Friday, December 8, 2017 | Carpenters Union Hall
910 2nd Avenue, Marina, CA 93933

1. CALL TO ORDER

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

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by United States Army Colonel Lawrence Brown.

3. ACKNOWLEDGEMENTS, ANNOUNCEMENTS, AND CORRESPONDENCE

- Executive Officer Michael Houlemard provided a report on the recent community workshop hosted by FORA regarding Eastside Parkway Environmental Review on December 6, 2017. Two sessions were held that focused on obtaining input from the public on the goals and objectives for Eastside Parkway.

Video recording of the workshop sessions can be accessed at:

Session 1: <https://www.youtube.com/watch?v=ncJCAha6ZKk&t=41s>

Session 2: https://www.youtube.com/watch?v=MZqWUasUD_M&t=140s

- Executive Officer Houlemard was interviewed by local news station KSBW during the first workshop meeting. As a note about local interest, KSBW's article titled "Effort to build new road between Monterey and Salinas moves forward" on their Facebook page received 114 shares and 731 reactions, which included 647 likes as of 10:00 a.m. on December 8, 2017. <http://www.ksbw.com/article/effort-to-build-new-road-between-monterey-and-salinas-moves-forward/14376434>
- Wreaths across America wreath laying ceremony at the Central Coast Veteran's Cemetery on December 13, 2017 at 9:00 a.m.
- Mr. Houlemard also announced the \$6.8 Million contract amendment for ESCA munitions removal reporting and long-term stewardship. A copy of the press release can be accessed here: http://fora.org/MediaReleases/2017/ESCA_contract_amendment120717.pdf

Mr. Houlemard also mentioned several special thanks to DoD and US Army - Local BRAC office and Headquarters BRAC office that has continually supported the efforts that promote safety for the Monterey Bay community; current and past Board members that played an integral part in the process and negotiations that started back in 2014 – Ralph Rubio, Cynthia

Garfield, Mary Adams, Dennis Alexander, Jerry Edelen, John Phillips, Dave Potter and Ian Oglesby; all the Board members for their confidence in providing the authorization to execute the negotiation that benefits this entire region, especially MPC and CSUMB.

The ESCA has been underway for over a decade and as a team (along with DTSC and EPA) to be efficient to make the property safe for all to use for activities including recreation, training and education.

Executive Officer Michael Houlemard thanked Congressman Panetta and his office for the continued support, representation and efforts alongside Sam Farr.

4. CLOSED SESSION

- a. Conference with Legal Counsel – Gov. Code 54956.9(d)(2) one matter of significant exposure to litigation Claimant: Marina Community Partners
- b. Potential Litigation – Conference with Legal Counsel Anticipated Litigation – Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision 54956.9: Two potential cases.

Time entered: 2:06 p.m.

Time exited: 2:41 p.m.

5. ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION

Authority Counsel, Jon Giffen reported no action to announce.

6. ROLL CALL

Voting Members Present:

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

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

Nicole Hollingsworth (17th State District), Erica Parker (29th State Assembly District), Steve Matarazzo (UCSC), Dr. Eduardo Ochoa (CSUMB), Col. Lawrence Brown (US Army), Lisa Rheinheimer (MST), Steve Matarazzo (UCSC), Dr. PK Dittenbaugh (MPUSD), Bill Collins (BRAC)

7. CONSENT AGENDA

- a. Approve November 17, 2017 Meeting Minutes
- b. Administrative Committee
- c. Water/Wastewater Oversight Committee
- d. Fiscal Year 2016-2017 Audited Annual Financial Report

e. Public Correspondence to the Board

Chair Rubio introduced the consent agenda items and asked Board members to make their request for any items to be pulled. None were pulled and no public comment.

MOTION: On motion by Board member Phillips and second by Board member Carbone and carried by the following vote, the Board moved to approve consent agenda items

MOTION PASSED UNANIMOUSLY

8. BUSINESS ITEMS

a. Economic Development Report

Economic Development Manager Josh Metz provided a presentation.

This item was for information only. There were no comments from the public.

b. Prevailing Wage Compliance Report

Prevailing Wage/Risk Coordinator Sheri Damon provided the report and responded to comments and questions from the Board. Public comment was received.

This item was for information only.

c. Environmental Services Cooperative Agreement Grant Amendment Update

Senior Program Manager Stan Cook provided a presentation and responded to comments and questions from the Board. There were no comments from the public.

This item was for information only.

9. PUBLIC COMMENT

There were no public comments received.

10. ITEMS FROM MEMBERS

Mayor Rubio announced City of Seaside's Winter Wonderland/tree lighting ceremony on December 8, 2017 at 6:00 p.m. Councilmember Cynthia Garfield announced Monterey Bay Aquarium offers free admission to residents of Monterey, Santa Cruz and San Benito counties December 2-10, 2017.

11. ADJOURNMENT at 3:40 p.m.

FORT ORD REUSE AUTHORITY BOARD REPORT

CONSENT AGENDA

Subject: Water/Wastewater Oversight Committee Update

Meeting Date: January 12, 2018

Agenda Number: 7b

INFORMATION/ACTION

RECOMMENDATION:

Receive an update from the Water/Wastewater Oversight Committee (WWOC).

BACKGROUND/DISCUSSION:

The WWOC met on December 13, 2017 voting for an additional meeting on January 3, 2018. The committee received a report from MCWD's consultant concerning the 2018 Rate Study.

At the January 3, 2018 WWOC meeting, Project Manager Peter Said announced the closing date for comments on MCWD's Draft Initial Study/Negative Declaration (IS/ND) for the Ord Community Sphere of Influence Amendment and Annexation is January 19, 2018 (See Board Item 8e).

The WWOC approved the December 13, 2017 meeting minutes (**Attachment A**) and the WWOC 2018 calendar (**Attachment B**), and requested FORA staff prepare a report and agendaize the IS/ND for the January 17, 2018 meeting.

The WWOC also reviewed the MCWD 5-year CIP (**Attachment C**) and adjustments were made to the Ord Community CIP, such that engineering for MCWD's Gigling Road transmission main and replacement pipeline would coincide with FORA's Gigling Road engineering effort in FY 2018-19. The WWOC also discussed the Corp Yard Demolition & Rehab item (WD-0106) and after a conversation with the MCWD staff opted to leave the item as is in the MCWD CIP.

The WWOC received a report on the MCWD Rate Study and provided input. Topics discussed were: 1) a potential move to a two-tier water system, 2) the challenges of instituting customer classes, 3) questions of equity between residential, commercial and institutional classes, 4) uniform rates, and 5) various data interpretation methods. Generally, the committee was satisfied with the rigor and approach, but was not ready to make a recommendation to support any particular direction.

An update on the California State Monterey Bay (CSUMB) and MCWD easement discussions for the shared RUWAP pipeline was tabled to the February 2018 meeting.

FISCAL IMPACT:


Reviewed by FORA Controller 

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

COORDINATION:

WWOC, Marina Coast Water District

Prepared by


Peter Said

Approved by


Michael A. Houlemard, Jr.



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

920 2nd Avenue, Suite A, Marina CA 93933 | FORA CIC
9:30 a.m., Wednesday, December 13, 2017

1. CALL TO ORDER

Chair Rick Riedl called the meeting to order at 9:45 a.m.

The following were present:
AR = After Roll Call

Committee Members:

Rick Riedl, City of Seaside
Brian McMinn, City of Marina
Dino Pick, City of Del Rey Oaks
Nick Nichols, County of Monterey
Mike Lerch, CSUMB

Other Attendees:

Mike Wegley, MCWD
Kelly Cadiente, MCWD
Patrick Breen, MCWD
Doug Yount, MCP
Sean Kranyak, MPP
Ken Nishi
Pierce Rossum, Carollo Engineers

FORA Staff:

Steve Endsley
Jonathan Brinkmann
Peter Said
Ikuyo Yoneda-Lopez

2. PLEDGE OF ALLEGIANCE led by Mike Wegley

3. ACKNOWLEDGEMENTS, ANNOUNCEMENTS, AND CORRESPONDENCE
None.

4. PUBLIC COMMENT PERIOD

5. APPROVAL OF MEETING MINUTES

- a. **MOTION:** Nick Nichols moved to approve the August 16, 2017 Water/Wastewater Oversight Committee (WWOC) minutes. Seconded by Brian McMinn.
MOTION PASSED: UNANIMOUSLY

6. BUSINESS ITEMS

a. MCWD Rate Study Workshop with WWOC

Mr. Pierce Rossum of Carollo Engineers provided a presentation regarding the MCWD Rate Study and Cost Allocation Analysis, and responded to questions and comments from the Committee and public.

Items raised for consideration by the Committee include which rate approach to recommend, and whether or not the WWOC supports a move to a 2-tier rate structure.

b. Report of MCWD Master Plan

Ms. Kelly Cadiente presented the MCWD Master Plan to the Committee and responded to questions and comments from the Committee and public.

For the next meeting, Ms. Cadiente will provide future use assumptions and calendar for Master Plan review by the WWOC. MCWD will also forward the General Plan for 'existing' systems in place to all members.

MCWD will provide the CIP cost breakdown percentage to rates and percentage to capacity at next meeting.

7. ITEMS FROM MCWD

None.

8. ITEMS FROM MEMBERS

a. The Committee expressed concern that additional meetings were needed to further discuss the MCWD Rate Study. January 3, 2018 was proposed by the group for an additional meeting.

MOTION: Chair Rick Reidl moved to meet on January 3, 2018 to discuss the MCWD Rate Study. Second by Brian McMinn.

MOTION PASSED: UNANIMOUSLY

b. Mindful of the length of the meeting (11:44 A.M), Mr. Steve Endsley recommended that the Committee continue with item 6c on the Agenda at a later date.

MOTION: Committee Member Dino Pick moved to discuss Agenda item 6c (Report from MCWD on status of CSUMB RUWAP easement) at the next meeting. Second by Nick Nichols.

MOTION PASSED: UNANIMOUSLY

9. ADJOURNMENT

Chair Reidl adjourned the meeting at 11:44 A.M.

NEXT MEETING: January 3, 2018



FORT ORD REUSE AUTHORITY

920 2nd Avenue, Suite A, Marina, CA 93933
Phone: (831) 883-3672 | Fax: (831) 883-3675

Attachment B to Item 7b
FORA Board Meeting 01/12/18

2018 FORA WWOC SCHEDULE

January 17

February 14

February 28

March 14

April 11

April 25

May 2

May 16

June 13

July 18

August 15

October 17

November 14

December 19

The Water/Wastewater Oversight Committee (WWOC) meets Wednesdays, at 9:30 am or following the FORA Administrative Committee meeting, whichever occurs later. Meetings are held at the FORA office (920 2nd Avenue, Marina, California), unless otherwise noticed/announced.

Meeting dates and times are subject to change. Agendas and other meeting materials are posted on the FORA website www.fora.org and are available upon request.

Ord Water

OW-0206 *Inter-Garrison Road Pipeline - 20% Rates / 80% Capacity Charges*

Replacement of an existing 12" Water Main with a new 18" Water Main. This project is needed due to a change in system operations and development related fire flow deficiencies.

OW-0193 *Imjin Parkway Pipeline, Reservation Rd to Abrams Drive*

Construction of a new 12-inch pipeline in Imjin Road from Reservation Road to near Abrams Drive. The 2,800 LF pipeline is needed for existing fire flow deficiencies in the Existing Marina area of Ord Community.

OW-0201 *Gigling Transmission from D Booster to General Jim Moore Blvd*

Replacement of 1,800 LF of aging 12" AC pipeline with new 12" PVC pipeline between the D Booster Pump Station and General Jim Moore Blvd.

OW-0230 *Wellfield Main 2B -Well 31 to Well 34*

Replace the 16-inch raw water pipeline with a 24-inch pipeline between wells 31 and 34 along Reservation Road. This will allow Wells 34 & Watkins Gate Well to run simultaneously and accommodate other well shutdowns to maintain capacity.

OW-0127 *CSUMB Pipeline Up-Sizing-Commercial Fireflow*

Involves replacing 2,376 feet of 6, 8, and 10-inch pipeline with 12-inch pipeline in the main campus area of CSUMB (vicinity of Inter-Garrison and A Street) to resolve existing fire flow deficiencies.

OW-0203 *Gigling Rd between 6th Avenue and 7th Avenue*

Replace 1,200 LF of existing 10" pipeline in Gigling Road between 6th Avenue and 7th Avenue with new 12" pipeline for fireflow deficiencies created by development in Surplus Area II.

OW-0129 *Rehabilitate Well 31*

Well 31 was installed circa 1985 and in need of service. This project includes inspecting and cleaning the well screens and casing, and replacing the well pump, column and motor control center.

OW-0210 *Sand Tank Demolition*

Demolition of the Sand Tank Reservoir following construction of the A1/A2 Reservoirs, B/C Booster pump stations and completion of wellhead disinfection.

Ord Sewer
<p>OS-0147 <i>Ord Village Sewer Pipeline & Lift Station Improvement Project</i> This project includes constructing a new force main and renovating the lift station. The force main has broken causing spills and point repairs. Existing pumps replaced in 2016.</p> <p>OS-0205 <i>Imjin LS & Force Main Improvements-Phase 1</i> Replacement of existing wet well and pumps. Phase 2 will be for additional pump and larger force main.</p> <p>OS-0152 <i>Hatten, Booker, Neeson LS Improvements Project</i> Replacement of two small lift stations (Hatten and Booker) and renovation of Booker lift station.</p> <p>OS-0203 <i>Gigling LS and FM Improvements -In Design</i> This project is for renovation of the wet pit dry well lift station to a wet pit pumping system. The force main has broken causing spills and point repairs.</p> <p>OS-0153 <i>Misc. Lift Station Improvements</i> Repair and replacement of various components to existing lift stations.</p> <p>OS-0215 <i>Demolish Ord Main Garrison Waste Water Treatment Plant</i> Demolish Ord Main Garrison WWTP</p>

General Water (32% Marina, 68% Ord)
<p>GW-0112 <i>A1 & A2 Zone Tanks & B/C Booster Station – 50% Rates and 50% Capacity</i> Construction of two 2.1 million gallon reservoirs and a B Zone and C Zone Pump Station, associated piping and facilities. The reservoirs will serve the A Zone pressure system. The project is to be located within an easement CSUMB is obligated to provide to the District.</p>

Water District-Wide (25% MW, 7%MS, 54%OW, 14%OS)
<p>WD-0106 <i>Corp Yard Demolition & Rehab – 80% Rates and 20% Capacity Charges</i> Demolition of existing barracks and construction of corporation yard offices and maintenance buildings.</p>

FORT ORD REUSE AUTHORITY BOARD REPORT		
CONSENT AGENDA		
Subject:	Environmental Services Cooperative Agreement-Quarterly Report Update	
Meeting Date:	January 12, 2018	INFORMATION/ACTION
Agenda Number:	7c	

RECOMMENDATION:

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

BACKGROUND:

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

In order to complete the AOC defined obligations, FORA entered into a Remediation Services Agreement (RSA) in 2007 with the competitively selected LFR Inc. (now ARCADIS) to provide MEC remediation services. ARCADIS remediation services are executed under a cost-cap insurance policy through American International Group (AIG) to assure financial resources to complete the work and to offer other protections for FORA and its underlying jurisdictions.

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 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 contract with the Army, FORA received approximately \$98 million in funds to clear munitions and secure regulatory approval for the former Fort Ord ESCA parcels (see table below). As part of the RSA, FORA paid \$82.1 million upfront, to secure an AIG "cost-cap" insurance policy. AIG controls the \$82.1 million in a "commutation" account and pays ARCADIS directly as work is performed. AIG provides up to \$128 million to assure additional work (both known and unknown) is completed to the Regulators satisfaction. Under these agreements, AIG pays ARCADIS directly while FORA oversee ARCADIS compliance with the ESCA and AOC requirements.

Costs for this ongoing staff work, review and report are covered by the existing retained FORA ESCA funds. On January 25, 2017, ARCADIS notified FORA that the ESCA commutation account

had been exhausted and that future ARCADIS work would be paid under the terms of the AIG "cost-cap" insurance policy until March 30, 2019. ARCADIS will continue to provide FORA with quarterly invoicing estimates transmitted to AIG for payment under the cost-cap insurance policy. Staff will continue to provide the Board with the AIG/ARCADIS Cost-Cap Insurance payments as part of the ESCA Quarterly Board Report.

ESCA fund status as of September 2017:

Item	2014 and 2017 Revised Allocations	Accrued through September 2017	Invoiced to AIG Cost Cap-Policy
Line Item 0001: Environmental Services			
FORA Self-Insurance or Policy	\$916,056	\$916,056	N/A
State of California Surplus Lines Tax, Risk Transfer, Mobilization	6,100,000	6,100,000	N/A
Contractor's Pollution Liability Insurance	477,344	477,344	N/A
ARCADIS/AIG Commutation Account -plus- AIG insurance	82,117,553	82,117,553	\$3,156,327
Original FORA Administrative Fees	4,562,001	4,361,777	N/A
Subtotal Line Item 0001	\$94,172,954	\$93,972,730	
Line Item 0002: Reimburse Regulators & Quality Assurance	3,555,655	3,529,453	N/A
Total	\$97,728,609	\$97,502,183	\$3,156,327
	ESCA Remainder	\$ 226,426^{1 2}	N/A

ESCA Activity Status:

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

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

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

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

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

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

ESCA Future Actions:

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

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

ESCA Amendment Status

In December 2016, FORA and Army Base Realignment and Closure (BRAC) Headquarters (HQ) staff held a meeting to discuss the yet-to-be funded ESCA Long-Term Obligations (LTO) and to amend certain FORA ESCA Administrative and Regulatory Oversight costs.

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

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

The ESCA Amendment LTO request addresses funding Army CERCLA LTO responsibilities that were anticipated during the ESCA negotiations and award, but could not be known until the CERCLA process was implemented and remedies were selected. Records of Decision (RODs) have been adopted identifying the Army's requirements for implementing and maintaining Post-

Closure MEC Find Assessments, Remedy Long Term Management (LTM) and Land Use Controls (LUC). Remedy requirements were refined in subsequent LUCIP/OMP.

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

ESCA Amendment December 2017:

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

FORA staff and Special Counsel negotiated the terms and conditions of an ESCA Amendment with the U.S. Army Corps of Engineers from December 2016 to December 2017. On July 13, 2017, the FORA Board authorized the Executive Officer to accept an ESCA Amendment upon review and coordination with Authority/Special Counsel. On December 20, 2017, the FORA Executive Officer signed the attached (**Attachment A**) ESCA amendment for \$6,846,204.

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

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

Item	2017 Amendment Allocations	Accrued through September 2017	Invoiced to AIG Cost Cap-Policy
Line Item 0001 Environmental Services			
FORA Self-Insurance or Policy	\$916,056	\$916,056	N/A
State of California Surplus Lines Tax, Risk Transfer, Mobilization	6,100,000	6,100,000	N/A
Contractor's Pollution Liability Insurance	477,344	477,344	N/A
ARCADIS/AIG Commutation Account - <i>plus-</i> AIG insurance	82,117,553	82,117,553	\$3,156,327
Original FORA Administrative Fees	4,562,001	4,361,777	N/A
Line Item 001: Subtotal	\$94,172,954	\$93,972,730	N/A
Line Item 0002 thru 31 Dec 2019: DTSC and EPA Technical Oversight Services	4,301,568	3,529,453	N/A
Line Item 0003 thru 30 June 2020: FORA ESCA Administrative Funds	1,865,848	0	N/A
Line Item 0004 thru 30 June 2028: Post-Closure MEC Find Assessments	528,651	0	N/A
Line Item 0005 thru 30 June 2028: Long Term/LUC Management	3,705,792	0	N/A
Total	\$104,574,813	\$97,502,183	\$3,156,327
	ESCA Remainder	\$7,072,630	N/A

FISCAL IMPACT:

Reviewed by FORA Controller 

COORDINATION:

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

Prepared by 

Stan Cook

Approved by 

Michael A. Houlemard, Jr.

COOPERATIVE AGREEMENT MODIFICATION

MODIFICATION NO: P00009AGREEMENT NO: W9128F-07-2-0162

EFFECTIVE DATE: 20 December 2017

PR NO: W31RYO73465279

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

DESCRIPTION OF MODIFICATION

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

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

ACCOUNTING AND APPROPRIATION DATA: 097 NA X 2017 0516 000 60D1 CCS: NA A0 2017 08 8130 63A42007000 01110 2540
38B0C9 8GJ30L

INCREASE \$6,846,204

EXECUTION OF MODIFICATION

FOR THE RECIPIENT:

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


(SIGNATURE)

Michael A. Houlemard, Jr.
(NAME)

Executive Officer
(TITLE)

DECEMBER 20, 2017
(DATE)

FOR THE UNITED STATES OF AMERICA:

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

BUTLER.SHARON.H.12
30746970

Digitally signed by BUTLER.SHARON.H.1230746970
DN: c=US, o=U.S. Government, ou=DoD, ou=PKI,
ou=USA, cn=BUTLER.SHARON.H.1230746970
Date: 2017.12.20 14:40:22 -0500

(SIGNATURE)

SHARON H. BUTLER
(NAME)

GRANTS OFFICER
(TITLE)

(DATE)

MODIFICATION NO. P00009

- A. The purpose of this Modification is to amend the Environmental Services Agreement (ESCA) to add additional requirements (Administrative Funds, Post-Closure MEC Find Assessments, and Long-Term/Land Use Controls (LUC) Management), add funding in the amount of \$6,846,204 and to reduce the period of performance from 30 March 2037 to 30 June 2028. As a result of this modification, the maximum funding obligation has been increased by \$6,846,204 from \$99,316,187 to \$106,162,391.
- B. **Revise Section B, Paragraph 2.1. as follows:** The federally funded term of this ESCA shall begin upon the effective date until 30 June 2028 (or as identified in Table 1 below).

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

Revise Section 5.3. as follows:

TABLE 1

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

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

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

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

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

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

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

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

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

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

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

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

Delete Section B. Subparagraph 10(c).

C: TECHNICAL DESCRIPTION OF MODIFICATION

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

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

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

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

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

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

FORT ORD REUSE AUTHORITY BOARD REPORT		
CONSENT AGENDA		
Subject:	Public Correspondence to the Board	
Meeting Date:	January 12, 2018	INFORMATION/ACTION
Agenda Number:	7d	

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

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

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

FORT ORD REUSE AUTHORITY BOARD REPORT

BUSINESS ITEMS

Subject:	Transition Planning Update	
Meeting Date:	January 12, 2018	INFORMATION/ACTION
Agenda Number:	8a	

RECOMMENDATION

- i. Receive 2018 Transition Planning Draft Schedule;
- ii. Receive Transition Plan Summary Charts for Water and Financing/Assets;
- iii. Review Draft Joint Powers Agency Outline/Concept;
- iv. Provide direction to Staff; and
- v. Schedule follow-up discussion/meetings for this topic.

BACKGROUND/DISCUSSION

In November 2017, the FORA Board approved an incremental step towards transition planning by directing staff to focus on a single agency successor/JPA to complete the FORA program. The Board also noted that a final Transition Plan ("Plan") will assign assets and liabilities, designate responsible successor agencies, and provide a schedule of remaining obligations. The final Plan requires a majority vote of the Board, before it is provided for consideration to the Monterey County Local Agency Formation Commission ("LAFCO"). LAFCO is required to ensure that all contracts, agreements and pledges to pay/repay money are honored and properly administered. The Plan must be submitted to LAFCO **on or before December 30, 2018**.

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

- | | |
|--|------------------|
| 1. Transition Plan Summary/Charts | |
| a. Water/Wastewater and Financial/Assets | JANUARY |
| b. Administration/ Environmental Services | |
| Cooperative Agreement (ESCA) | FEBRUARY |
| c. Habitat Conservation Plan and Transportation | MARCH |
| d. DRAFT FINAL PLAN TO BOARD | AUGUST/SEPTEMBER |
| 2. Draft Joint Powers Agency (JPA) Agreement | JANUARY-AUGUST |
| a. Discuss with Jurisdictions/Agency | FEBRUARY-AUGUST |
| b. Consult with Jurisdiction/Agency Counsel | FEBRUARY-AUGUST |
| c. Adjust/Refine/Edit JPA Agreement | MAY-AUGUST |
| d. Submit for Board Review | JULY |
| 3. Consult/Collaborate with LAFCO staff re: Plan | ongoing |
| a. Water/Wastewater, Financial/Assets, | FEBRUARY |
| b. Administration/ESCA | MARCH |
| c. Habitat Conservation Plan and Transportation | APRIL |
| d. Joint Powers Authority | AUGUST |
| e. "Final" Transition Plan | OCTOBER |

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

Accordingly, today we bring forward the first draft summary charts which will be the basis for the final Transition Plan to be submitted to LAFCO. Ultimately, these will be compiled in a binder or CD with corresponding documents for LAFCO review. One might consider these Summary Charts as "chapters" for the Plan. Staff has prepared these in draft form and expect that these charts may be revised or refined as we move forward in the Plan process, ultimately returning to the Board as the core of a Draft Final Transition Plan for transmittal to LAFCO. Today we also present the financial assets and water charts for your consideration. You might note that these summary charts briefly outline the obligation, note issues and a "To Do" list of what must be accomplished in order to effectuate a transfer to a successor. In some cases, requirements that a successor must meet and/or issues related to utilizing a Joint Powers Agency as the single entity successor are noted.

Also, at the January 4, 2018 meeting staff will present the first draft JPA Agreement outline/concept. The draft is loosely patterned after the Draft Habitat Conservation Plan Joint Powers Authority Agreement, which has the benefit of having been reviewed by many of the potential members. **Please ignore any spelling, formatting or numbering errata, this is provided purely for conceptual purposes only.** Staff fully recognizes that a final JPA will ultimately be the outcome of input and deliberations by and between the parties that join the JPA and their respective staff, Board direction and decisions, LAFCO input and (potentially) legislative action. There are several questions that will need to be addressed in the documents as we move forward in the process: such as who are the members, how parties are added or removed, the voting rights, the powers, etc. Again, this is a first draft outline/concept which will be revised and refined over the coming months.

FISCAL IMPACT

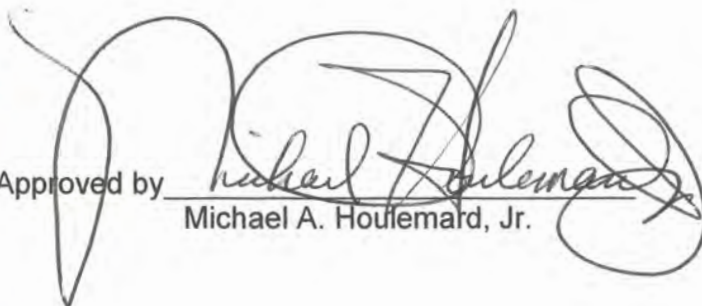
Reviewed by FORA Controller 

Staff time/legal are generally within the approved annual budget, and have been added to current staff workload. Staff anticipates presenting future transition plan budget items for Board consideration.

COORDINATION

Prepared by 
Sheri L. Damon

Reviewed by 
Steve Endsley

Approved by 
Michael A. Houlemard, Jr.

ATTACHMENTS:

Attachment A1: Summary Chart: Water/Wastewater

Attachment A2 Summary Chart: Financial/Assets

Attachment B: Draft Joint Powers Agreement Outline/Concept

TRANSITION PLANNING/SUMMARY CHART

WATER/WASTEWATER

SUMMARY OF OBLIGATIONS AND SOURCE

Water and wastewater are complex subject matters. In general there are three categories of obligations outlined in the contracts with FORA. FORA received infrastructure and water rights through its agreement with the Army. FORA entered into agreements with Marina Coast Water District as a water and wastewater purveyor. MCWD initially requested a public benefit conveyance of the water and wastewater rights, easements and infrastructure, converting its request to an Economic Development Conveyance for water and wastewater to access FORA's Economic Development Conveyance benefits. Many of those rights and obligations were passed along to MCWD through Quitclaim Deeds. FORA additionally retains its first right of refusal to excess water/wastewater capacity through its Memorandum of Agreement with the Army. Of primary concern flowing from the Agreements with the Army are the requirements of providing a fair and equitable water and wastewater allocations to the end users of the former Fort Ord property. Successors and assigns are required to comply with these provisions. Second, there are water augmentation obligations which are set forth in the Base Reuse Plan. It was always contemplated and a part of the ongoing collections for the basewide benefits of augmented water to complete the Base Reuse Plan. Finally, there are reimbursement agreements which address backbone infrastructure pipeline obligations for augmented water supply.

EXISTING CONTRACTS AFFECTING WATER

Please see **Attachment A1**.

NOTES:

MCWD ANNEXATION: All infrastructure and water rights were provided to MCWD to provide for a fair and equitable water allocation. Can MCWD later only annex a portion of the former Fort Ord? Is this consistent? Does LAFCO need to consider and abide by the Fort Ord Reuse Plan when considering MCWD annexation?

In the event of a water shortage how will MCWD provide a "fair and equitable" water supply to the former Fort Ord? Will only entitled projects receive water? Only projects with a water supply assessment?

WATER/WASTE WATER CONTRACTS

Contract	Year	Asset/Liability Pledge/Obligation	Assignee/Successor	Notes
US-MCWRA Agreement	1993	Asset	JPA/Successor	
FORA-MCWD Water/Waste Water Facilities Agreement	1998			1
FORA-MCWD Water/Waste Water Facilities Agreement-Amendment 1	2001			
FORA-MCWD Water/Waste Water Facilities Agreement - Amendment 2	2007			
Army-FORA MOA for Sale of Portions of the Former Fort Ord	2000	Asset/Obligation	JPA/Successor; MCWD	2, 3
FORA, MCWD Quitclaim Deed Ord infrastructure	2001		JPA/Successor	4
Army-FORA MOA for Sale of Portions of the Former Fort Ord: Amendment 1	2002		JPA/Successor	5
MCWD-FORA Quitclaim deed L35.1 & L35.2	2004			
Army- FORA, MRWPCA, and MCWD MOA	2005			
MCWD-FORA Quitclaim deed L35.5	2006			
FORA Recycled Water allocations to jurisdictions	2007		JPA/Successor	6
FORA Potable Water allocation to jurisdictions	2007		JPA/Successor	7
Army-Seaside AYH Water Deed	2008			8
MOU Water Augmentation and 3 Party Agreement	2015	Liability/Obligation	JPA/Successor	9
FORA-MCWD Pipeline Reimbursement Agreement	2016	Liability	JPA/Successor	10

Notes:

1. Agreement terminates on FORA sunset. Annexation does not automatically terminate agreement. Oversight continues until agreement terminates.
2. Article 5, provides FORA first right of refusal to excess water and waste water Rights. Successor must be consented to by Army and designated as Local Reuse Authority (Federal and State Law)
3. Article 5 requires fair and equitable water allocation to enable the effective base reuse.
4. Quitclaim Deed requires compliance with underlying obligations including but not limited to a fair and equitable allocation of water to the jurisdictions; JPA/Successor to enforce
5. Changes MCWD Public Benefit Conveyance to an EDC conveyance
6. Allocates 1427 afy reclaimed water to jurisdictions (fair and Equitable share); MCWD/JPA/Successor to enforce
7. Potable water allocations to jurisdictions (Fair and Equitable share); MCWD/JPA/Successor to enforce
8. 109 AFY water to Seaside (Stillwell Kidney)
9. Planning agreement to analyze alternatives for augmented water supply options
10. Six Million dollar liability to build infrastructure pipeline for delivery of reclaimed/augmented water supply to Ord Community

TRANSITION PLANNING/SUMMARY CHART

ASSETS/FINANCING

SUMMARY OF OBLIGATIONS AND SOURCE

FORA has three main statutory financial resources, Community Facilities District (Developer Fees), 50-50 split with Jurisdictions of land sale and rental receipts, and Property taxes. FORA utilizes these revenues pursuant to state law primarily for Base Reuse Plan mitigations and Basewide facilities (Transportation/Transit/Water Augmentation/Habitat Conservation and Building Removal). These financial resources are identified and authorized pursuant to the Authority Act and codified in contractual agreements with the underlying land use jurisdictions in the form of the Implementation Agreements. The Community Facilities District (CFD) expires upon expiration of FORA, unless extended by an election and concomitant legislative changes are made to the Mello Roos laws allowing for transfer of the existing FORA CFD.

EXISTING CONTRACTS AFFECTING ASSETS

Please see Attachment A2 Chart

NOTES:

Implementation Agreement assignability and the legal meaning of the terms post FORA Act are the subject of a legal memorandum provided by Authority Counsel.

Should the Implementation Agreements be determined not to be assignable or create obligations with the underlying jurisdictions, then the funding and completion of the remaining Base Reuse Plan CIP obligations will be jeopardized.

Likewise, should the Community Facilities District not be assignable or transferrable, then issues related to new replacement revenue streams and application to already approved development projects is a potential issue.

Asset Contracts

Contract	Year	Asset/Liability Pledge/Obligation	Assignee/Successor	Notes
County of Monterey Implementation Agreement	2001	Asset	JPA/Successor	1
Del Rey Oaks Implementation Agreement	2001	Asset	JPA/Successor	1
City of Marina Implementation Agreement	2001	Asset	JPA/Successor	1
City of Marina IA - Amendment #1: Establishing Development Fee Policy Formula	2013	Asset	JPA/Successor	1
City of Monterey Implementation Agreement	2001	Asset	JPA/Successor	1
City of Seaside Implementation Agreement	2001	Asset	JPA/Successor	1
CFD-Notice of Tax Lien		Asset	JPA/Successor	2
Southboundary Road Reimbursement Agreement (DRO)		Asset	JPA/Successor	3
FORA-UCSC Agreement Concerning Funding of Habitat Management Related Expenses on the Fort Ord Natural	2005	Liability		
Pollution Legal Liability Reimbursement Agreement (DRO)		Asset	JPA/Successor	3
Pollution Legal Liability Insurance (PLL) CHUBB	2015		Successor Agencies	4

1 Implementation Agreements require ongoing completion of Base Reuse Plan obligations. Land sales revenues, development fees/CFD fees/ and Property tax revenues committed until CIP fully implemented. See

2 CFD only assignable if extended by vote and changes to state Mello Roos Act allowing transfer to JPA/Successor. If no CFD, then Jurisdictions required to replace pursuant to Implementation Agreement formula

3 DRO owes FORA for their proportional share of the PLL Insurance Contract and some costs on the prior Southboundary Road Improvement project.

4 Pollution Legal Liability Insurance Contract provides that upon FORA sunset, jurisdictions become successor beneficiaries.

GOALS:

Land Use Jurisdictions & Successor Entity will:

- Implement 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

Adopted by FORA Board November 17, 2017

PLEASE NOTE THE FOLLOWING OUTLINE/DRAFT IS OFFERED FOR CONCEPTUAL PURPOSES ONLY AND IS DERIVED FROM PRIOR ACTIONS/DIRECTIONS TO ESTABLISH THE FORT ORD HABITAT COOPERATIVE. ACCORDINGLY, PLEASE IGNORE ANY TYPOGRAPHICAL, SPELLING, FORMATTING OR NUMBERING ISSUES WITH THE DRAFT DOCUMENT

GENERAL OUTLINE – JPA

- A. PARTIES
- B. FUNDAMENTAL UNDERSTANDINGS/RECITALS
- C. DEFINITIONS
- D. PURPOSE
- E. ADDITION/REMOVAL OF PARTIES
- F. JPA GOVERNANCE
 - a. VOTING STRUCTURE
 - b. MEETING/CONTRIBUTIONS/POWERS/ETC.
- G. RESOURCES AND PLANNING
- H. BOILERPLATE (SECTIONS 6-16)

JOINT EXERCISE OF POWERS AGREEMENT

CREATING THE

FORT ORD REGIONAL RECOVERY COOPERATIVE

(pursuant to the Joint Exercise of Powers Act,
California Government Code Sections 6500 to 6599.3)

_____, 2018

(for reference purposes)

JOINT EXERCISE OF POWERS AGREEMENT

CREATING THE FORT ORD REGIONAL RECOVERY COOPERATIVE

This Joint Exercise of Powers Agreement (this "Agreement") is dated for reference purposes _____, 2018 and is entered into by and among:

- (a) County of Monterey ("County"),
- (b) City of Marina ("Marina"),
- (c) City of Seaside ("Seaside"),
- (d) City of Del Rey Oaks ("Del Rey Oaks"),
- (e) City of Monterey ("Monterey"), and
- (f) The Board of Trustees of the California State University, on behalf of the Monterey Bay Campus ("CSUMB")

RECITALS

- A. Each of the parties to this Agreement is a public agency within the meaning of the Joint Exercise of Powers Act (California Government Code Section 6500 *et seq.*, hereinafter referred to as the "JPA Act"). The parties may be referred to collectively as the "Parties" and each individually as a "Party."
- B. The JPA Act authorizes the Parties to create a joint exercise of powers entity that has the power to exercise jointly the powers common to the Parties.
- C. The Fort Ord Reuse Authority (FORA) was established in 1994 by state legislation and when each Jurisdiction voted to create the Fort Ord Reuse Authority in accordance with Government Code section 67700 and following (FORA Act). As a regional agency, FORA's primary legislative directive was to plan, facilitate, and manage the transfer of former Fort Ord property from the United States Army (the "Army") to the governing local jurisdictions or their designee(s). Government Code section 67700 requires that FORA sunset when eighty percent (80%) of the base has been reused or on June 30, 2020 and that FORA file a transition plan with the Local Agency Formation Commission ("LAFCO") on December 31, 2018 or eighteen months prior to expiration of FORA.
- D. Each of the Parties to this Agreement has the power, in addition to other powers which are common to each of them, to undertake and perform: planning, financing and implementation of the Fort Ord Base Reuse plan and its attendant components, including the public financing plan or creation of new or replacement financing mechanisms; construction of public improvements generated within each of the Parties' jurisdictional boundaries.
- E. FORA, as a regional agency, adopted a Base Reuse Plan in June 1997, which identified (1) environmental actions required to mitigate development and redevelopment of the former Fort Ord (the "Basewide Mitigation Measures"), and (2) infrastructure and related costs necessary to accommodate development and redevelopment of the former Fort Ord (the "Basewide Costs").

- F. FORA is obligated by the California Environmental Quality Act, the Base Reuse Plan and the Authority Act (as defined in Section 1 below) to implement the Basewide Mitigation Measures and incur the Basewide Costs. To carry out such obligations, FORA intends to arrange a financing mechanism to apply to all former Fort Ord properties.
- G. In the Base Reuse Plan, FORA identified land sale and lease (or “property based”) revenues, redevelopment revenues, and basewide assessments or development fees, as the primary sources of funding to implement the Basewide Mitigation Measures and to pay the Basewide Costs.
- H. In June 23, 2000, the Fort Ord Reuse Authority entered into a Memorandum of Agreement (MOA) for the No-Cost Economic Development Conveyance of former Fort Ord Lands. This document is recorded at Series #2000040124. The MOA provided the vehicle for the Army to transfer property to FORA under the EDC Agreement without monetary consideration. Under this legislation any Sale or Lease Proceeds must be applied to the economic development of the former Fort Ord.
- I. On or about _____ the entire former Fort Ord was designated as a Superfund Site due to contamination. The Army is obligated to clean up the former Fort Ord by state and Federal law, including the removal of munitions and explosives. The timeline for the Army cleanup was based in part upon the contingent nature of funding and Department of Defense priorities for funds. Accordingly, in order to receive the properties early and facilitate an orderly and timely clean up of former Fort Ord lands, the Army and FORA entered into an early transfer agreement. Through a series of agreements between Army, FORA, Environmental Protection Agency, and Department of Toxic Substance Control, FORA has proceeded pursuant to an Army contract to clean up the former Fort Ord. The clean up obligations will be ongoing post dissolution of FORA.
- J. The Parties find that it would be to their mutual advantage and benefit to work together and share costs to continue orderly reuse and implement Base Reuse Plan (BRP) economic recovery, implement BRP mitigations and policies, including but not limited to affordable housing and/or jobs/housing balances, collaborate to maximize/leverage regional resources and to meet the mutual financial obligations of the Parties, and to provide for a smooth transfer of assets and liabilities from FORA to its successor(s) and to provide mutual assurances between the Parties of the commitment to pursue and fund the Basewide Mitigation Measures and Basewide Costs in a fair and equitable manner.
- K. The Parties acknowledge that they are responsible for ensuring implementation of the Base Reuse Plan obligations and liabilities as outlined in Exhibit ___ including, without limitation, collection of the Community Facilities District (“CFD”) Special Taxes established by FORA and any replacement revenues and arranging for construction or other completion of obligations.

AGREEMENT

NOW, THEREFORE, based on the foregoing and in consideration of the mutual terms, covenants, and conditions contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1.0 DEFINITIONS

The following terms as used in this Agreement will have the meanings set forth below:

1.1 Terms defined in Implementation Agreements. Terms used in this Agreement have the same meanings as those terms in the Implementation Agreements, previously entered into between FORA and underlying land use Jurisdictions, unless this Agreement expressly provides otherwise.

1.2 “CFD Special Taxes” means the FORA Community Facilities District special taxes or equivalent replacement revenue, upon FORA’s sunset, paid by developers of the former Fort Ord property, as adopted as a base-wide tax or other financing mechanism to pay for mitigation of the adverse environmental impacts of the former Fort Ord development.

1.3 “County” means the County of Monterey, a California general law county.

1.4 “CSUMB” means the Board of Trustees of the California State University, acting on behalf of the Monterey Bay Campus.

1.5 “Del Rey Oaks” means the City of Del Rey Oaks, a California general law city.

1.6 “FORA” means the Fort Ord Reuse Authority, a public corporation of the State of California.

1.7 “FORA’s Sunset” means the date on which the “Fort Ord Reuse Authority Act” (California Government Code Section 67650 *et seq.*) becomes inoperative or is repealed or FORA ceases to exist or operate as a governmental entity (presently anticipated to occur on June 30, 2020).

1.8 “Implementation Agreements” means the Implementation Agreements previously entered into between FORA and the underlying land use jurisdictions and previously recorded.

1.9 “Marina” means the City of Marina, a California charter city.

1.10 “Monterey” means the City of Monterey, a California charter city.

1.11 “Party” or “Parties” means any or all, respectively, of the signatories to this Agreement.

1.12 “Seaside” means the City of Seaside, a California general law city.

2.0 PURPOSE

2.1 Establish Agency. The Parties intend by this Agreement to establish the **Fort Ord Regional Recovery Cooperative**, the principal purposes of which are to continue orderly reuse and implement Base Reuse Plan (BRP) economic recovery, implement and enforce BRP mitigations and policies, including but not limited to affordable housing and/or jobs/housing balances, to pursue and fund the Basewide Mitigation Measures and Basewide

Costs in a fair and equitable manner and implement the environmental services clean-up agreement.

2.2 JPA's Responsibilities. The Parties further intend by this Agreement to require the Cooperative to (a) oversee, monitor, and report on environmental services clean up agreement; (b) collect, manage, and distribute funding for ; (c) secure or receive funding for completion of Base Reuse Plan obligations and mitigations; and (e) exercise the powers described in Section 6.0 of this Agreement.

3.0 ADDITIONAL PARTIES, TERMINATION AND WITHDRAWAL

3.1. Additional Parties. Basis for additional parties to be added

3.2 Termination. This Agreement will become effective on the Contract Date and will continue in effect until terminated

3.2. Withdrawal. Any Party may withdraw from this Agreement upon affirmative concurrence [different language]

3.3. Effect of Withdrawal.

4.0 JPA

4.1. JPA Establishment. There is hereby established under the JPA Act an agency and public entity to be known as the "Fort Ord Regional Recovery Cooperative.." As provided in the JPA Act, the Fort Ord Regional Recovery Cooperative is a public entity separate from its members. Debts, liabilities, and obligations of the Cooperative are its own and not those of its members.

4.2. State Filing. Within thirty (30) days after the Contract Date or any amendment to this Agreement, the JPA will cause appropriate notice thereof to be filed with the office of the Secretary of State of the State of California, as provided in Government Code Section 6503.5.

4.3. JPA Governing Board. The JPA will be governed by a Governing Board consisting of

4.4 Voting. The initial Cooperative Governing Board shall

Each voting Cooperative Governing Board member shall have one (1) vote for each decision relating to the governance, budget, or administration of the Cooperative. Non-voting members include FORA and BLM. After FORA's Sunset, BLM shall be the sole non-voting member. Or Alternatively,

The voting shall be by weighted vote based upon a member jurisdiction's relative amount of unentitled development. OR Alternatively

4.4.1 Non-Voting Member Assurances. Each non-voting member agrees to fulfill its responsibilities in compliance with the

4.4.2 Voting Member Assurances.

4.5 Pay. JPA Governing Board members serve without compensation, but may be entitled to reimbursement for expenses incurred on behalf of the JPA at the direction of the JPA Governing Board.

4.6 Staff Costs. For so long as there are Basewide projects to complete pursuant to the Capital Improvement Program, the JPA staff assumptions

4.7 Meetings of JPA Governing Board.

4.7.1 Regular Meetings. The Cooperative Governing Board shall hold regular meetings at least twice per year at dates and times established by the Cooperative Governing Board. The Cooperative Governing Board may establish a meeting schedule that sets regular meetings at more frequent intervals. The Chair of the Cooperative Governing Board may call, cancel, or reschedule meetings.

4.7.2 Legal Notice. Meetings of the Cooperative Governing Board shall be called, noticed, held, and conducted subject to the provisions of the Ralph M. Brown Act (California Government Code Section 54950 *et seq.*).

4.7.3 Minutes. The Cooperative Program Administrator shall cause minutes of meetings of the Cooperative Governing Board to be kept and shall present minutes for review and approval by the Cooperative Governing Board at its regular meetings.

4.7.4 Quorum. A majority of the voting members of the Cooperative Governing Board constitutes a quorum for the transaction of business, except that less than a quorum may adjourn meetings.

4.8 Officers: Duties; Bonding.

4.8.1 Chair. The Cooperative Governing Board shall annually elect from its members a Chair and a Vice Chair. The Chair and the Vice Chair shall have the duties assigned by the Cooperative Governing Board or set forth in by-laws adopted by the Cooperative Governing Board.

4.8.2 Administrator. The Program Administrator, or designee, shall (a) serve as the custodian of the Cooperative's records; (b) prepare minutes to be submitted for review and approval by the Cooperative Governing Board; (c) act as Secretary at meetings; (d) keep a Cooperative Proceedings journal record; and (e) perform duties incident to the office as assigned by the Cooperative Governing Board.

4.8.3 Controller. The Accounting Controller/Manager shall have the powers, duties, and responsibilities specified in California Government Code Section 6505.5. The Accounting Manager shall draw checks to pay demands against the Cooperative under the direction of the Cooperative Governing Board.

4.8.4 Bonded Officers. The Cooperative [] are designated as the public officers or persons who have charge of, handle, or have access to the Cooperative's property and funds. Such officers shall file official bonds in the amounts such officers determine is necessary as required by Government Code Section 6505.1, provided that such bonds shall not be required if the Cooperative's property and funds have an aggregate value less than One Thousand Five Hundred Dollars (\$1,500), as adjusted for inflation according to a generally accepted index adopted by the Cooperative Governing Board.

4.8.5 Audits. The [] of the Cooperative are hereby authorized and directed to prepare or cause to be prepared: (a) a special audit as required by California Government Code Section 6505 every year during the term of this Agreement and (b) a report in writing on the first day of February, May, August, and November of each year to the Cooperative Governing Board and the Parties. The report shall: (a) describe the amount of money held by the Cooperative; (b) the manner in which the money is held and invested; (c) include the income received since the last such report; and (d) the amount paid out since the last such report.

4.8.8 Other Officers. The Cooperative Governing Board may: (a) appoint such other officers and employees as it may deem necessary and (b) retain independent counsel, consultants and accountants.

4.8.9 FORA's Sunset. Upon FORA's Sunset, the Cooperative shall assume FORA's liabilities, obligations, and responsibilities under this Agreement and the Cooperative shall select its own employees and officers, as described in Section 4.8 of this Agreement. The Cooperative shall remain liable for performing FORA's obligations under this Agreement. The Cooperative shall have the authority to hire a management firm to implement its responsibilities. This Agreement shall not authorize FORA, or its successors, to assign its responsibilities or obligations under this Agreement to a third party without the prior approval of USFWS and CDFW, which approval shall not be unreasonably withheld, conditioned, or delayed.

5.0 RESOURCE MANAGEMENT AND PLANNING PROGRAM.

6.0 POWERS AND RESPONSIBILITIES

The Cooperative has the powers granted to joint powers authorities by the JPA Act. The Cooperative may do acts necessary to exercise those powers including any of the following: (a) make contracts; (b) employ agents and employees; (c) receive, collect, manage, and disburse funds; (d) receive grants contributions and donations of property, funds, and services; and (e) sue and be sued in its own name including, without limitation, to file or intervene in lawsuits that pertain to Base Reuse Plan or environmental clean up obligations or implementation. The Cooperative's principal responsibility shall be to carry out the successor agency responsibilities as outlined in Paragraph ____ hereinabove.

7.0 TERMINATION OF POWERS

The Cooperative shall continue to exercise its powers until the termination of this Agreement. The Cooperative's statutory authority is subject to legislative amendments to the JPA Act.

8.0 DISBURSEMENTS AND DEPOSITS OF FEES

8.1 Fee Collection. The Agreement requires the participating members to enforce the collection of fees pursuant to the Implementation Agreement, FORA CFD Special Taxes or the equivalent replacement revenue provided by the Parties.

8.2 Fee Disbursement.

9.0 ACCOUNTABILITY

In managing the capital improvement funds, the Cooperative is subject to the requirements of California Government Code Sections 65965-65968. The Cooperative Governing Board shall assure that revenue is accounted for in the manner required by law.

10.0 FISCAL YEAR

Unless and until changed by majority vote of the Cooperative Governing Board, the fiscal year of the Cooperative shall be the period from July 1 of each year to and including the following June 30, except for the first fiscal year which shall be the period from the Contract Date to the following June 30.

11.0 DISPOSITION OF ASSETS AND REAL PROPERTY

Upon termination of this Agreement,

12.0 CONTRIBUTIONS AND ADVANCES

With the Cooperative Governing Board's approval, any Party may contribute money, personnel services, equipment, materials, or property to the Cooperative for any of the purposes of this Agreement. Such advances must be recorded and repaid in the manner

agreed upon, by the Cooperative and the Party making the advance, in writing prior to the date of the advance. Except as otherwise expressly provided in this Agreement, no Party is obligated to pay the Cooperative's administrative expenses.

13.0 ACCOUNTS AND REPORTS

13.1 Accounts. The Cooperative shall establish and maintain such funds and accounts as may be required by good accounting practice and as may be required by the terms of any state or federal grant that the Cooperative may receive. The books and records of the Cooperative shall be open to inspection at reasonable times by the Parties and their representatives. The Cooperative shall give an audited written report of financial activities for the fiscal year to the Parties within six (6) months after the close of each fiscal year during the term of this Agreement.

13.2 Audits. To the extent required by California Government Code Section 6505.6, the Accounting Manager of the Cooperative shall contract with a certified public accountant or public accountant to make an annual audit of the accounts and records of the Cooperative. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under California Government Code Section 26909 and shall conform to generally-accepted auditing standards. When such an audit of an account and records is made by a certified public accountant or public accountant, a report thereof shall be filed as a public record with the Parties and, if required by California Government Code Section 6505.6, also with the Auditor Controller of County. Such report shall be filed within twelve (12) months of the end of the fiscal year or years under examination. The Cooperative may replace the annual special audit with an audit covering a two (2) year period.

13.3 Audit Costs. Any costs of the audit, including contracts with, or employment of, certified public accountants or public accountants, in making an audit under this Section 13 shall be borne by the Cooperative and shall be a charge against any unencumbered funds of the Cooperative available for that purpose.

14.0 CONFLICT OF INTEREST CODE

The Cooperative shall adopt a conflict of interest code as required by law and shall comply with the terms of Fair Political Practices Commission Ethics Training requirements.

15.0 FORM OF APPROVALS

Approvals by the Cooperative required in this Agreement, unless the context specifies otherwise, must be given by resolution of the Cooperative Governing Board. When consent or approval is required in this Agreement, it may not be unreasonably withheld, conditioned, or delayed.

16.0 MISCELLANEOUS PROVISIONS

16.1 No Partnership. Neither this Agreement nor the HCP shall make or be deemed to make any Party to this Agreement the agent for or the partner of any other Party.

16.2 Notices. Notices to the Parties shall be sufficient if delivered to the chief executive of the Party at the Party's principal location within five (5) working days prior to any action to be taken or any meeting to be called. The following notice list contains the notification addresses of the Parties:

ATTN: Resource
Management Agency
Director
County of Monterey
168 W. Alisal St., 2nd Floor
Salinas, CA 93901

ATTN: Monterey County
Administrative Officer
168 W. Alisal Street, 3rd
Floor
Salinas, CA 93901

ATTN: City Manager
City of Marina
211 Hillcrest Ave.
Marina, CA 93933

ATTN: City Manager
City of Seaside
440 Harcourt Ave.
Seaside, CA 93955

ATTN: City Manager
City of Del Rey Oaks
650 Canyon Del Rey
Del Rey Oaks, CA 93940

ATTN: City Manager
City of Monterey
City Hall
Monterey, CA 93940

ATTN: President
California State University
Monterey Bay
100 Campus Center, Blding 1
Seaside, CA 93955-8001

16.3 Entire Agreement. This Agreement constitutes the entire agreement among the Parties. It supersedes any and all other agreements, either oral or in writing, among the Parties with respect to the subject matter hereof and contains all of the covenants and agreements among them with respect to said matters, and each Party acknowledges that no representation, inducement, promise or agreement, oral or otherwise, has been made by any other Party or anyone acting on behalf of any other Party that is not embodied herein.

16.4 Amendment of Agreement. No addition, alteration, amendment, change, or modification to this Agreement shall be binding upon the Parties, or any of them, unless reduced to writing and signed by each and all of the Parties.

16.8 Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same complete instrument. The signature page of each counterpart may be detached from such counterpart and attached to a single document which shall for all purposes be treated as an original. Faxed, photocopied or e-mailed signatures shall be deemed originals for all purposes.

16.9 No Third-Party Beneficiaries. This Agreement shall not create any right or interest in the public, or any member thereof, as a third-party beneficiary hereof, nor shall it authorize anyone not a Party to this Agreement to maintain a suit for personal injuries or damages pursuant to the provisions of this Agreement. The duties, obligations, and

responsibilities of the Parties to this Agreement with respect to third parties shall remain as imposed under existing law.

16.10 Applicable Laws. All activities undertaken pursuant to this Agreement, must be in compliance with all applicable state and federal laws and regulations.

16.11 Successors; Assignment. This Agreement binds and benefits successors to the Parties. No Party may assign any right or obligation hereunder without the consent of the other Parties.

16.12 Calendar Days. Throughout this Agreement the use of the term “day” or “days” means calendar days, unless otherwise specified.

16.13 No Waiver. The failure of any Party at any time to require the performance by any other Party of any provision of this Agreement shall in no way affect the right to require such performance at any later time. No extension of time for performance of any obligation or act shall be deemed an extension of time for any other obligation or act. No waiver of any breach of any provision of this Agreement shall be deemed to be any waiver of the provision itself. No waiver shall be binding unless executed in writing by the Party making the waiver. Any and all rights and remedies which any Party may have under this Agreement or at law or in equity shall be cumulative, and shall not be deemed inconsistent with each other; no one of them, whether exercised or not, shall be deemed to be an exclusion of any other, and any or all of such rights and remedies may be exercised at the same time.

16.14 Mediation. The Parties must submit any disputes arising under this Agreement to non-binding mediation before filing suit to enforce or interpret this Agreement. Upon request by any Party to the dispute, the Parties will within ten (10) days select a single mediator, or if the Parties cannot agree, they shall ask the then presiding judge of the Monterey County Superior Court to select a mediator to mediate the dispute within fifteen (15) days of such selection.

16.15 Attorneys’ Fees. If any action at law or equity, including any action for declaratory relief is brought to enforce or interpret the provisions of this Agreement, the Parties to the litigation shall bear their own attorneys’ fees and costs, provided that attorneys’ fees and costs recoverable against the United States shall be governed by applicable federal law.

16.16 Severability. In the event one or more of the provisions contained in this Agreement is held to be invalid, illegal, or unenforceable by any court of competent jurisdiction, such portion shall be deemed severed from this Agreement and the remaining parts of this Agreement shall remain in full force and effect as though such invalid, illegal, or unenforceable portion had never been a part of this Agreement. The Permits are severable such that revocation of one does not automatically cause revocation of the other.

16.17 Due Authorization. The Parties represent and warrant that (a) the execution and delivery of this Agreement has been duly authorized and approved by requisite action, (b) no other authorization or approval, whether of governmental bodies or otherwise, will be necessary in order to enable the Parties to enter into and comply with the terms of this

Agreement, and (c) the persons executing this Agreement on behalf of the Parties have the authority to bind the Parties.

16.18 Headings. Headings are using in this Agreement for convenience only and do not affect or define this Agreement's terms and conditions.

IN WITNESS WHEREOF, THE PARTIES HERETO have executed this Joint Exercise of Powers Agreement to be in effect as of the Contract Date.

DRAFT

FORT ORD REUSE AUTHORITY BOARD REPORT		
BUSINESS ITEMS		
Subject:	General Engineering Services	
Meeting Date:	January 12, 2018	ACTION
Agenda Number:	8b	

RECOMMENDATION(S):

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

BACKGROUND:

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

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

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

DISCUSSION:

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

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

Recommendation:

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

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

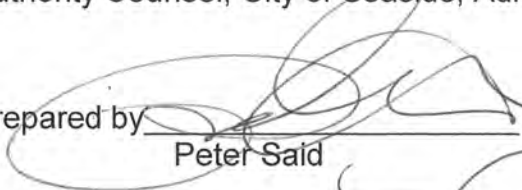
FISCAL IMPACT:


Reviewed by FORA Controller 

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

COORDINATION:

Authority Counsel, City of Seaside, Administrative Committee

Prepared by 
Peter Said

Reviewed by  for
Jonathan Brinkman

Approved by 
Michael A. Houlemard, Jr.

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

EVALUATION OF INFILTRATION UNITS ON EUCALYPTUS ROAD

SCOPE OF SERVICES

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

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

Task 1.0 – Project Management

1.1 Kick Off Meeting

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

1.2 Progress Meetings (6)

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

1.3 Monthly Progress Reports

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

1.4 QA/QC

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

Task 2.0 – Preliminary Investigations

2.1 Data Gathering and Field Review

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

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

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

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

2.2 Hydrology Study

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

Harris will prepare a hydrology study

Task 3.0 – Recommendation Memorandum

3.1 Draft Memorandum with Recommendations for Infiltration Units

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

3.2 Final Memorandum with Recommendations for Infiltration Units

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

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

Task 4.0 – Infiltration Unit Design

4.1 Surveying

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

4.2 Geotechnical Investigations

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

4.3 SWPPP

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

Task 5.0 – 60% Submittal

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

Task 6.0 – 90% Submittal

Task 7.0 – Final Submittal

Task 8.0 – Bid Assistance

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

8.1 Pre-Bid Meeting and Bid Opening

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

8.2 As-Needed Bid Assistance

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

8.3 Bid Evaluation

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

Task 9.0 – Construction Support and As-Builts

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

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

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

ASSUMPTIONS AND EXCLUSIONS

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

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



MEMORANDUM

To: **BKF Engineers**
1646 North California Blvd., Suite 400
Walnut Creek, CA 94596

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

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

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

June 30, 2017
Job No. 2017-121-T03

1.0 Introduction

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

2.0 Available Documents / References

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.0 Findings & Discussions

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

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

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

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

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

4.0 Proposed Future Work

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

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

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

BKF Engineers

Job No. 2017-121-T03 (Eucalyptus Road Infiltrators)

June 30, 2017

Page 8

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

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

Attachments


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



ATTACHMENTS

Attachment (a)

LOGGED BY <u>DE</u> DATE DRILLED <u>2/6/04</u> BORING DIAMETER <u>6" SS</u> BORING NO. <u>19</u>									
Depth (feet)	Sample No. and Type	Symbol	Soil Description (Proposed Roadway Cut of 20')	Unified Soil Classification	SPT "N" Value	Plasticity Index	Dry Density (pcf)	Moisture % of Dry Wt.	Misc. Lab Results
			2" AC						
1			11" Baserock						
2			Yellowish brown SAND, fine grained sand, damp	SP					
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15	19-1 L		Light yellowish brown SAND, medium grained sand, damp, medium dense		13		103.9	6.1	
16									
17									
18									
19									
20	19-2 L		Light yellowish brown SAND, medium grained sand, moist, medium dense		17		94.8	3.6	3% Passing #200 Sieve
21									
22									
23									
24									
Pacific Crest Engineering Inc. 444 Airport Blvd., Suite 106 Watsonville, CA 95076			Log of Test Borings FORA Road Improvements Seaside, California			Figure No. 26 Project No. 03102 Date: 02/26/04			


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



Pacific Crest Engineering Inc. 444 Airport Blvd., Suite 106 Watsonville, CA 95076	Log of Test Borings FORA Road Improvements Seaside, California	Figure No. 27 Project No. 03102 Date: 02/26/04
---	---	--

LOGGED BY DE DATE DRILLED 2/6/04 BORING DIAMETER 6" SS BORING NO. 20


Depth (feet)	Sample No. and Type	Symbol	Soil Description (Proposed Roadway Cut of 11')	Unified Soil Classification	SPT "N" Value	Plasticity Index	Dry Density (pcf)	Moisture % of Dry Wt.	Misc. Lab Results
			1 1/2" AC, 4 1/2" Baserock						
1	20-1 T		Yellowish brown SAND with silt, fine grained sand, damp	SP	16			3.9	
2									
3									
4									
5									
6									
7									
8									
9									
10									
11	20-2 L		Yellowish brown SAND, fine grained sand, damp, medium dense		17		98.6	4.8	2% Passing #200 Sieve
12									
13									
14									
15									
16									
17									
18									
19									
20									
21	20-3 L		Yellowish brown SAND, fine grained sand, damp, medium dense		19		100.9	5.5	
22									
23									
24									
			Boring Terminated at 21 1/2'						

LOGGED BY <u>DE</u> DATE DRILLED <u>2/6/04</u> BORING DIAMETER <u>6" SS</u> BORING NO. <u>21</u>									
Depth (feet)	Sample No. and Type	Symbol	Soil Description (Proposed Roadway Cut of 13')	Unified Soil Classification	SPT "N" Value	Plasticity Index	Dry Density (pcf)	Moisture % of Dry Wt.	Misc. Lab Results
			2" AC, 4" Baserock	SP	18		105.8	4.3	3% Passing #200 Sieve
1	21-1 L		Yellowish brown SAND with silt, fine grained sand, damp						
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15	21-3 L		Light yellowish brown SAND, fine grained sand, damp, medium dense						
16									
17									
18									
19									
20									
21									
22									
23									
24									
Pacific Crest Engineering Inc. 444 Airport Blvd., Suite 106 Watsonville, CA 95076			Log of Test Borings FORA Road Improvements Seaside, California			Figure No. 29 Project No. 03102 Date: 02/26/04			

LOGGED BY <u>DE</u> DATE DRILLED <u>2/6/04</u> BORING DIAMETER <u>6" SS</u> BORING NO. <u>21</u>									
Depth (feet)	Sample No. and Type	Symbol	Soil Description	Unified Soil Classification	SPT "N" Value	Plasticity Index	Dry Density (pcf)	Moisture % of Dry Wt.	Misc. Lab Results
25	21-4 T		Light yellowish brown SAND, fine grained sand, damp, dense	SP	34			3.1	
26									
27		Boring Terminated at 26 1/2'							
28									
29									
30									
31									
32									
33									
34									
35									
36									
37									
38									
39									
40									
41									
42									
43									
44									
45									
46									
47									
48									
Pacific Crest Engineering Inc. 444 Airport Blvd., Suite 106 Watsonville, CA 95076			Log of Test Borings FORA Road Improvements Seaside, California			Figure No. 30 Project No. 03102 Date: 02/26/04			

LOGGED BY <u>DE</u> DATE DRILLED <u>2/6/04</u> BORING DIAMETER <u>6" SS</u> BORING NO. <u>22</u>										
Depth (feet)	Sample No. and Type	Symbol	Soil Description (Proposed Roadway Cut of 18')	Unified Soil Classification	SPT "N" Value	Plasticity Index	Dry Density (pcf)	Moisture % of Dry Wt.	Misc. Lab Results	
	22-1 T		2" AC, 4" Baserock	SP						
1			Yellowish brown SAND, fine grained sand, damp							
2										
3										
4										
5										
6										
7										
8	22-2 T		Yellowish brown Silty SAND, fine grained sand, damp, dense	SM-SP	39			5.8	12% Passing #200 Sieve	
9										
10										
11										
12										
13										
14										
15										
16										
17										
18										
19										
20										Yellowish brown SAND, fine grained sand, damp, medium dense
21										
22										
23										
24										
25										
26										
27										
28										
29										
30										
31										
32										
33										
34										
35										

Pacific Crest Engineering Inc. 444 Airport Blvd., Suite 106 Watsonville, CA 95076	Log of Test Borings FORA Road Improvements Seaside, California	Figure No. 31 Project No. 03102 Date: 02/26/04
---	---	--

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

Pacific Crest Engineering Inc. 444 Airport Blvd., Suite 106 Watsonville, CA 95076	Log of Test Borings FORA Road Improvements Seaside, California	Figure No. 32 Project No. 03102 Date: 02/26/04
---	---	--

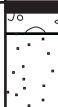


LOGGED BY DE DATE DRILLED 2/6/04 BORING DIAMETER 6" SS BORING NO. 23




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

Pacific Crest Engineering Inc.
444 Airport Blvd., Suite 106
Watsonville, CA 95076

Log of Test Borings
FORA Road Improvements
Seaside, California

Figure No. 33
Project No. 03102
Date: 02/26/04

LOGGED BY <u>DE</u> DATE DRILLED <u>2/6/04</u> BORING DIAMETER <u>6" SS</u> BORING NO. <u>24</u>														
Depth (feet)	Sample No. and Type	Symbol	Soil Description (Proposed Roadway Cut of 13')	Unified Soil Classification	SPT "N" Value	Plasticity Index	Dry Density (pcf)	Moisture % of Dry Wt.	Misc. Lab Results					
1	24-1 L		2" AC, 4" Baserock	SP	18		109.5	7.8	24% Passing #200 Sieve					
2			Yellowish brown SAND, fine grained sand, damp	SM										
3														
4														
5														
6														
7														
8														
9	24-2 L		Yellowish brown Silty SAND, fine grained sand, damp, medium dense	SP										
10														
11														
12														
13														
14														
15														
16														
17			Boring Terminated at 16 1/2'		19		106.3	6.9						
18														
19														
20														
21														
22														
23														
24														
Pacific Crest Engineering Inc. 444 Airport Blvd., Suite 106 Watsonville, CA 95076			Log of Test Borings FORA Road Improvements Seaside, California			Figure No. 34 Project No. 03102 Date: 02/26/04								

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

Attachment (b)

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

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

March 22, 2004

Project No. 03102-M242-E11

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

Attention: Mr. Mike Bittner

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

Dear Mr. Bittner,

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

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

Sincerely,

PACIFIC CREST ENGINEERING INC.

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



Attachment (c)

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

May 20, 2004
Revised September 26, 2008

Project No. 03102.01-M242-E11

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

Attention: Mr. David Legget, P.E.

Subject: Percolation Test Results
General Jim Moore Boulevard and Eucalyptus Road
Seaside, California

Dear Mr. Legget,

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

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

FIELD INVESTIGATION

Soil Borings

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

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

Percolation Test

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

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

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

PERCOLATION TEST RESULTS

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

General Jim Moore Boulevard

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

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

Eucalyptus Road

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

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

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

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

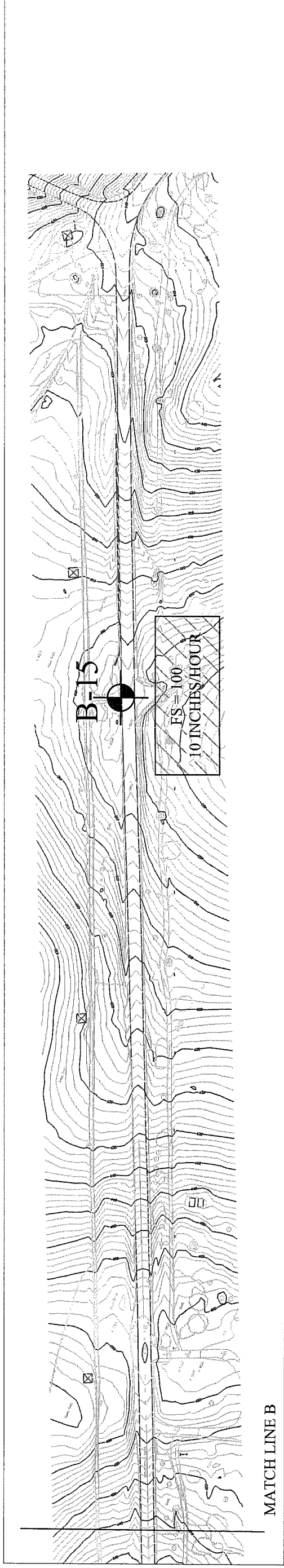
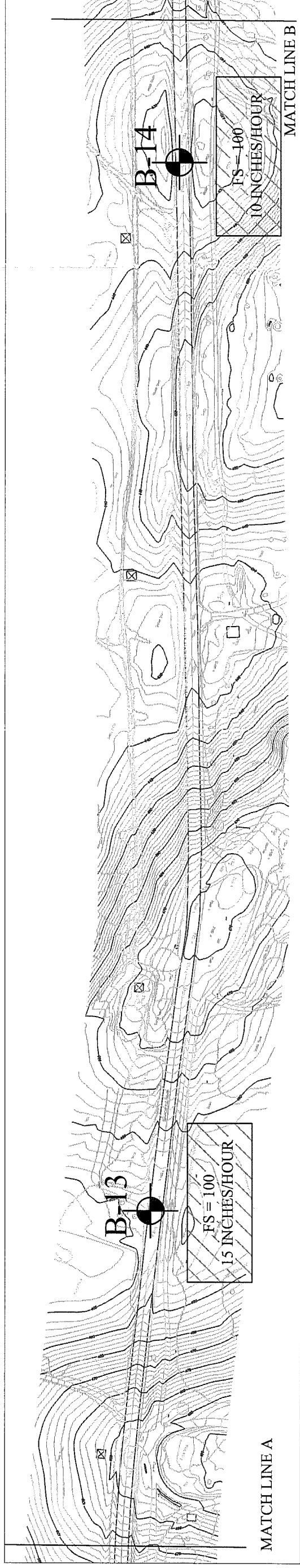
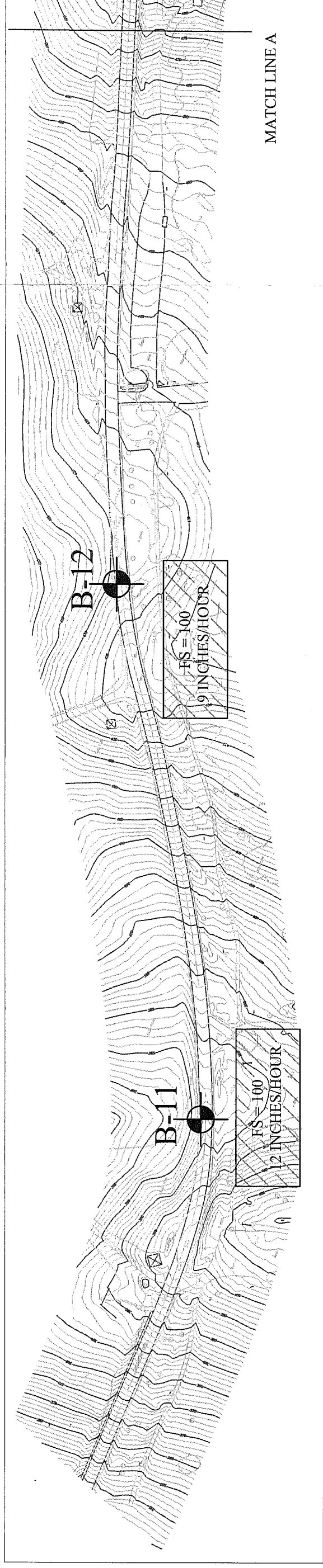
Very truly yours,

PACIFIC CREST ENGINEERING INC.




Michael D. Kleames, GE
President/Principal Geotechnical Engineer
GE 2204
Expires 3/31/10

Copies: 3 to Creegan and D'Angelo




LOGGED BY <u>DE</u> DATE DRILLED <u>04/13/04</u> BORING DIAMETER <u>6" SS</u> BORING NO. <u>11</u>									
Depth (feet)	Sample No. and Type	Symbol	Soil Description	Unified Soil Classification	SPT "N" Value	Plasticity Index	Dry Density (pcf)	Moisture % of Dry Wt.	Misc. Lab Results
1	11-1 B		2" AC, 10" Baserock	SP					
2									
3									
4									
5									
6									
7									
8									
9									
10									
11			Boring Terminated at 10'						
12									
13									
14									
15									
16									
17									
18									
19									
20									
21									
22									
23									
24									


Pacific Crest Engineering Inc. 444 Airport Blvd., Suite 106 Watsonville, CA 95076	Log of Test Borings FORA Road Improvements Seaside, California	Figure No. 16 Project No. 03102.01 Date: 05/20/04 <small>Page 74 of 182</small>
---	---	--

LOGGED BY <u>DE</u> DATE DRILLED <u>04/13/04</u> BORING DIAMETER <u>6" SS</u> BORING NO. <u>12</u>									
Depth (feet)	Sample No. and Type	Symbol	Soil Description	Unified Soil Classification	SPT "N" Value	Plasticity Index	Dry Density (pcf)	Moisture % of Dry Wt.	Misc. Lab Results
1	12-1 B		1" AC, 4" Baserock	SP					
2									
3									
4									
5									
6									
7									
8									
9									
10									
11			Boring Terminated at 10'						
12									
13									
14									
15									
16									
17									
18									
19									
20									
21									
22									
23									
24									


Pacific Crest Engineering Inc. 444 Airport Blvd., Suite 106 Watsonville, CA 95076	Log of Test Borings FORA Road Improvements Seaside, California	Figure No. 17 Project No. 03102.01 Date: 05/20/04 <small>Page 75 of 182</small>
---	---	--

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

Pacific Crest Engineering Inc. 444 Airport Blvd., Suite 106 Watsonville, CA 95076	Log of Test Borings FORA Road Improvements Seaside, California	Figure No. 18 Project No. 03102.01 Date: 05/20/04 <small>Page 76 of 182</small>
---	---	--

LOGGED BY <u>DE</u> DATE DRILLED <u>04/13/04</u> BORING DIAMETER <u>6" SS</u> BORING NO. <u>14</u>									
Depth (feet)	Sample No. and Type	Symbol	Soil Description	Unified Soil Classification	SPT "N" Value	Plasticity Index	Dry Density (pcf)	Moisture % of Dry Wt.	Misc. Lab Results
1	14-1 B		2" AC, 4" Baserock	SP					
2									
3									
4									
5									
6									
7									
8									
9									
10									
11			Boring Terminated at 10'						
12									
13									
14									
15									
16									
17									
18									
19									
20									
21									
22									
23									
24									

Pacific Crest Engineering Inc. 444 Airport Blvd., Suite 106 Watsonville, CA 95076	Log of Test Borings FORA Road Improvements Seaside, California	Figure No. 19 Project No. 03102.01 Date: 05/20/04 Page 77 of 182
---	---	---

LOGGED BY <u>DE</u> DATE DRILLED <u>04/16/04</u> BORING DIAMETER <u>4" HA</u> BORING NO. <u>15</u>									
Depth (feet)	Sample No. and Type	Symbol	Soil Description	Unified Soil Classification	SPT "N" Value	Plasticity Index	Dry Density (pcf)	Moisture % of Dry Wt.	Misc. Lab Results
1	15-1 B		Yellowish brown Silty SAND, fine grained sand, verydamp	SM					
2									
3									
4									
5									
6									
7									
8									
9									
10									
11			Boring Terminated at 10'						
12									
13									
14									
15									
16									
17									
18									
19									
20									
21									
22									
23									
24									

Pacific Crest Engineering Inc. 444 Airport Blvd., Suite 106 Watsonville, CA 95076	Log of Test Borings FORA Road Improvements Seaside, California	Figure No. 20 Project No. 03102.01 Date: 05/20/04 Page 78 of 182
---	---	---

Falling Head Percolation Test Results - General Jim Moore Blvd.

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

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

Falling Head Percolation Test Results - Eucalyptus Road

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

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

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

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

PACIFIC CREST
ENGINEERING
INC.

PERCOLATION TEST RESULTS
FORA ROAD IMPROVEMENTS
SEASIDE, CALIFORNIA

TABLE 4
PROJECT NO. 03102.01
DATE: 05/20/04

Falling Head Percolation Test Results - Eucalyptus Road

BORING #13		DEPTH: 10.00'		DATE: 04/16/04		
READING #	WATER DEPTH	REFILLED TO	FALL (inches)	ELAPSED TIME	REAL TIME	FALL (min/inch)
TRIAL 1	5.00	-	-	-	12:10:00 PM	-
	9.01	3.00	48.12	0:01:30	12:11:30 PM	0.03
TRIAL2	3.00	-	-	-	12:12:00 PM	-
	7.81	3.00	57.72	0:02:00	12:14:00 PM	0.03
TRIAL2	3.00	-	-	-	12:15:00 PM	-
	7.71	-	56.52	0:02:00	12:17:00 PM	0.04

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

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

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

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

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

PACIFIC CREST
ENGINEERING
INC.

PERCOLATION TEST RESULTS
FORA ROAD IMPROVEMENTS
SEASIDE, CALIFORNIA

TABLE 5
PROJECT NO. 03102.01
DATE: 05/20/04

Attachment (d)

**PHASE I
GRADING, DRAINAGE, AND EROSION CONTROL
SEPTEMBER 2008
ADDENDUM #2**



C1	C2	C3	C4	C5	C6	C7	C8	C9	C10	C11
COVER SHEET	EROSION CONTROL	GENERAL NOTES AND DETAILS	INFILTRATION SYSTEM AND DETAILS	TYPICAL SECTIONS AND DETAILS	EUCALPYTUS RD. - PLAN & PROFILE (STA. 9+37 - 21+00)	EUCALPYTUS RD. - PLAN & PROFILE (STA. 21+00 - 33+00)	EUCALPYTUS RD. - PLAN & PROFILE (STA. 33+00 - 45+00)	EUCALPYTUS RD. - PLAN & PROFILE (STA. 45+00 - 57+00)	EUCALPYTUS RD. - PLAN & PROFILE (STA. 57+00 - 69+00)	EUCALPYTUS RD. - PLAN & PROFILE (STA. 69+00 - 81+00)

GEOTECHNICAL ENGINEER
PACIFIC CREST ENGINEERING INC.
444 AIRPORT BOULEVARD, SUITE 1
WATSONVILLE, CA 95076
(831) 722-9446
MICHAEL KLEAMES, P.E.

OWNER
FORT ORD REUSE AUTHORITY
100 12th STREET BLDG. 2880
MARINA, CA 93933
(831) 883-3672

APPROVED: TIM O'HALLORAN, P.E.
CITY ENGINEER

APPROVED: JAMES A. FEENEY, P.E.
ASSISTANT EXECUTIVE DIRECTOR

DATE: _____



A MAGNETIC NAIL AND BRASS WASHER STAMPED "RESTOR ENGINEERS" SET IN THE EASTERN PAVED SHOULDER OF GENERAL JIM MOORE BLVD, APPROXIMATELY 260' SOUTHERLY OF THE CENTERLINE OF EUCALYPTUS ROAD, HAVING AN ESTABLISHED NODD 29 ELEVATION OF 332.31 FEET.



225 Canyon Row, Suite H
Mountain View, CA 95940
Tel (931) 373-1333
Fax (931) 373-0733
www.cdenghairs.com



Creagan+D'Angelo
INTEGRAL STRUCTURES
ENGINEERS

RITY
California

FOR 0
EU

SHEET NUMBER	C1
OF 10 SHEETS	
DRAWING NO.	707010

ALL STATIONING AND DISTANCES INDICATED ON THE DRAWINGS ARE BASED ON HORIZONTAL MEASUREMENTS IN FEET.

- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE ON OR OFF THE PROJECT SITE AS A RESULT OF CONSTRUCTION ACTIVITIES INCLUDING THE LACK OF DUST CONTROL AND TRAFFIC CONTROL.
1. UPON COMPLETION OF THE WORK, THE CONTRACTOR SHALL CERTIFY THAT ALL WORK HAS BEEN PERFORMED IN ACCORDANCE WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS. VARIATIONS SHALL BE DECLARED AND RECORDED BY THE CONTRACTOR PRIOR TO COMPLETION OF CONSTRUCTION, IN THE FORM OF MARKED UP PLANS SHOWING ALL CHANGES.
2. THE ENGINEER AND/OR THE FORM REPRESENTATIVE SHALL NOT UNLIMITEDLY CONTROL THE PHYSICAL ACTIVITIES OF ANY SUBCONTRACTORS. THE CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR MAINTAINING CONDITIONS ON THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY TO CONTRACTOR AND NOT BE LIMITED TO NORMAL RUNNING WORK.
3. THE CONTRACTOR SHALL VERIFY WORK IN FIELD AND SUBMIT HIMSELF AS TO THE ACCURACY BETWEEN WORK SET FORTH ON THESE PLANS AND THE WORK REQUIRED IN THE FIELD. ANY DISCREPANCY SHALL BE BROUGHT TO THE ATTENTION OF THE FORM REPRESENTATIVE PRIOR TO START OF CONSTRUCTION.
4. EXCEPT WHEN A LAKE CROSSING IS IN EFFECT IN ACCORDANCE WITH THE CONTRACTING AGENCY'S ROADWAY CLOSURE PLAN, AND VEHICLES EQUIPPED OR MODIFIED TO PAVK IN THE PRESENCE OF ICEBERGS, WIND-DRIVEN WAVES, OR OTHER INLAND HAZARDS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL VEHICLES AND EQUIPMENT.
5. ANY DAMAGE INCURRED BY THE CONTRACTOR'S OPERATIONS SHALL BE RESTORED TO ORIGINAL CONDITIONS AND HYDROSESSED SO AS TO RESTORE NATURAL GROWTH. THIS INCLUDES ALL

-
- Diagram illustrating a 6' bench with a 2' offset and 1:1 slopes. The bench is shown as a horizontal line with a vertical dimension of 6' and a horizontal dimension of 2'. The slopes are indicated as 1:1.

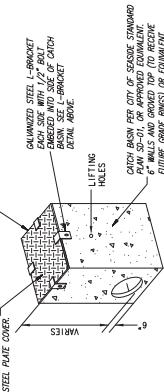
NTS



NTS

NTS

NTS



IN

NTS



NTS



9

1. A CONSTRUCTION ENTRANCE SHALL BE INSTALLED PRIOR TO COMMENCEMENT OF GRADING. LOCATION OF THE ENTRANCE MAY BE

- [illegible]

INTERVAL	LENGTH
1	1
2	1
3	1
4	1
5	1
6	1
7	1
8	1
9	1
10	1
11	1
12	1
13	1
14	1
15	1
16	1
17	1
18	1
19	1
20	1
21	1
22	1
23	1
24	1
25	1
26	1
27	1
28	1
29	1
30	1
31	1
32	1
33	1
34	1
35	1
36	1
37	1
38	1
39	1
40	1
41	1
42	1
43	1
44	1
45	1
46	1
47	1
48	1
49	1
50	1
51	1
52	1
53	1
54	1
55	1
56	1
57	1
58	1
59	1
60	1
61	1
62	1
63	1
64	1
65	1
66	1
67	1
68	1
69	1
70	1
71	1
72	1
73	1
74	1
75	1
76	1
77	1
78	1
79	1
80	1
81	1
82	1
83	1
84	1
85	1
86	1
87	1
88	1
89	1
90	1
91	1
92	1
93	1
94	1
95	1
96	1
97	1
98	1
99	1
100	1

STORM DRAIN	REINFORCED CONCRETE PIPE (RCP) CLASS IV
-------------	---

A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) SHALL BE PREPARED BY THE CONTRACTOR

METHOD OF INSTALLATION OF SILT FENCE WILL BE DETERMINED BY THE REGULATIONS OF THE RW

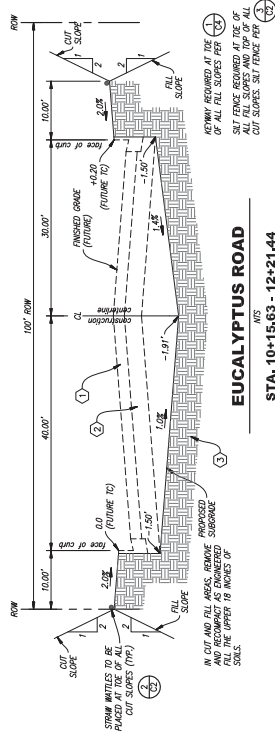
DESIGN INFORMATION
1) DESIGN TC SHOWN ON PLAN & PROFILE SHEETS
IS FUTURE TC LEFT.
2) TC LEFT=TC RIGHT FOR SYMMETRIC SECTIONS
(40' FC-FC).

LEGEND

- 1 4.5" ASPHALT CONCRETE, AR4000 (FUTURE/INC)
- 2 8.0" CLASS 2 AGGREGATE BASE (FUTURE/INC)
- 3 MAINE SOIL (SUBGRADE PREPARED PER GEOTECHNICAL REPORT RECOMMENDATIONS)

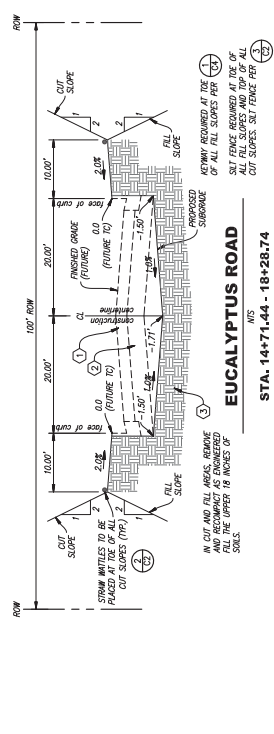
RECOMMENDED PAVEMENT SECTIONS (PER GEOTECHNICAL REPORT)				
MATERIAL	6	7	8	9
ASPHALT CONCRETE	1.5 INCHES	4.0 INCHES	4.5 INCHES	5.5 INCHES
CLASS 2 AGGREGATE BASE, 8-78 MIN.	6.0 INCHES	7.0 INCHES	8.0 INCHES	8.0 INCHES

NOTES:
• EUCALYPTUS ROAD TRAFFIC INDEX (TI)=4.0



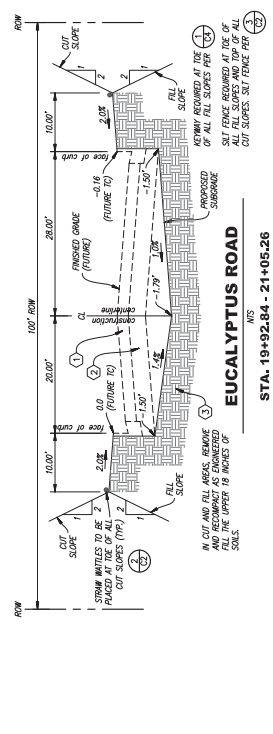
EUCALYPTUS ROAD

STA. 10+15.63 - 12+21.44



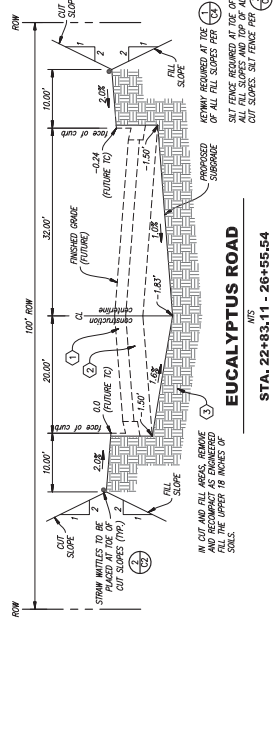
EUCALYPTUS ROAD

STA. 14+71.44 - 18+28.74



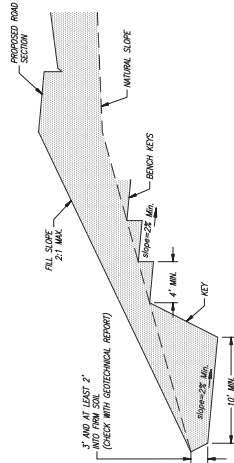
EUCALYPTUS ROAD

STA. 19+92.84 - 21+05.26



EUCALYPTUS ROAD

STA. 22+83.11 - 26+55.54



KEYWAY DETAIL

1

NTS

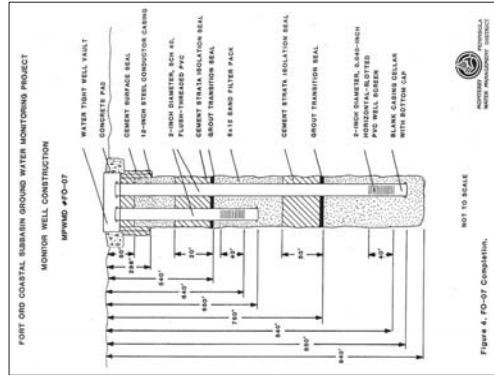


Figure 4. PG-07 Completion.

MONITOR WELL VAULT SURFACE RETROFIT

- UPON REMOVAL OF EARTH SURROUNDING THE WELL HEAD, REMOVE 4' R x 4' H CONCRETE PAD.
- REMOVE CONCRETE AROUND 12-INCH STEEL CONDUCTOR CASING, CUT STEEL CASING AT SPECIFIED GRADE LEVEL.
- CUT THE TWO 2-INCH PVC WELL CASING STRINGS INSIDE THE STEEL CONDUCTOR CASING, SO THAT CASING CAN BE PLACED ON THE WELL CASING INSIDE THE RETROFITTED WELL VAULT.
- REMOVE EXISTING 12-INCH STEEL CONDUCTOR CASING AND REPLACE WITH NEW 12-INCH STEEL CONDUCTOR CASING.
- LET MOST BE CLEARLY MARKED AS "MONITORING WELL". SIMILAR TO THE EXISTING INSTALLATION.
- PRIOR TO CONDUCTING MONITOR WELL SURFACE RETROFIT, CONTACT WELL OWNER, MONTEREY COUNTY, TO OBTAIN WELL SURFACE RETROFIT, AT (657) 668-5640, SO THAT WELL INSTRUMENTATION CAN BE REMOVED PRIOR TO RETROFIT.

2 MONITOR WELL VAULT SURFACE RETROFIT

NTS

FORT ORD REUSE AUTHORITY
EUCALYPTUS ROAD
TYPICAL SECTIONS AND DETAILS
California
Monterey County

SHEET NUMBER
C4
OF 10 SHEETS
DRAWING NO.
707010

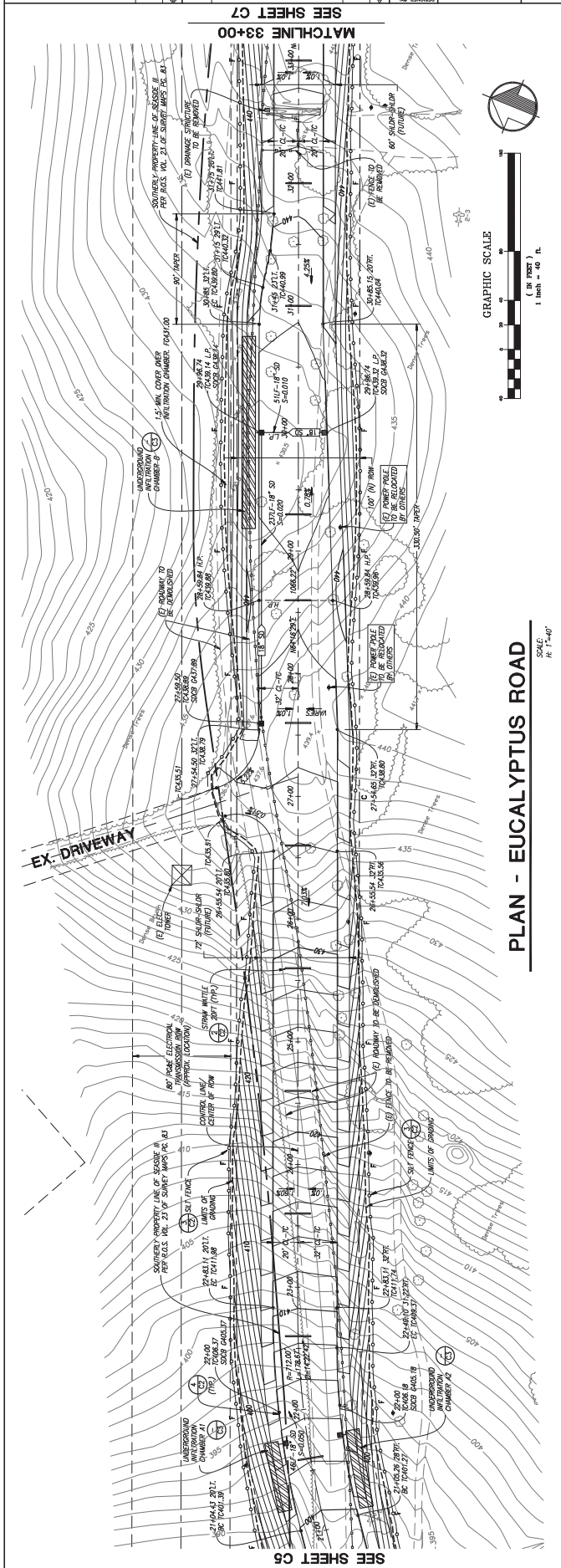


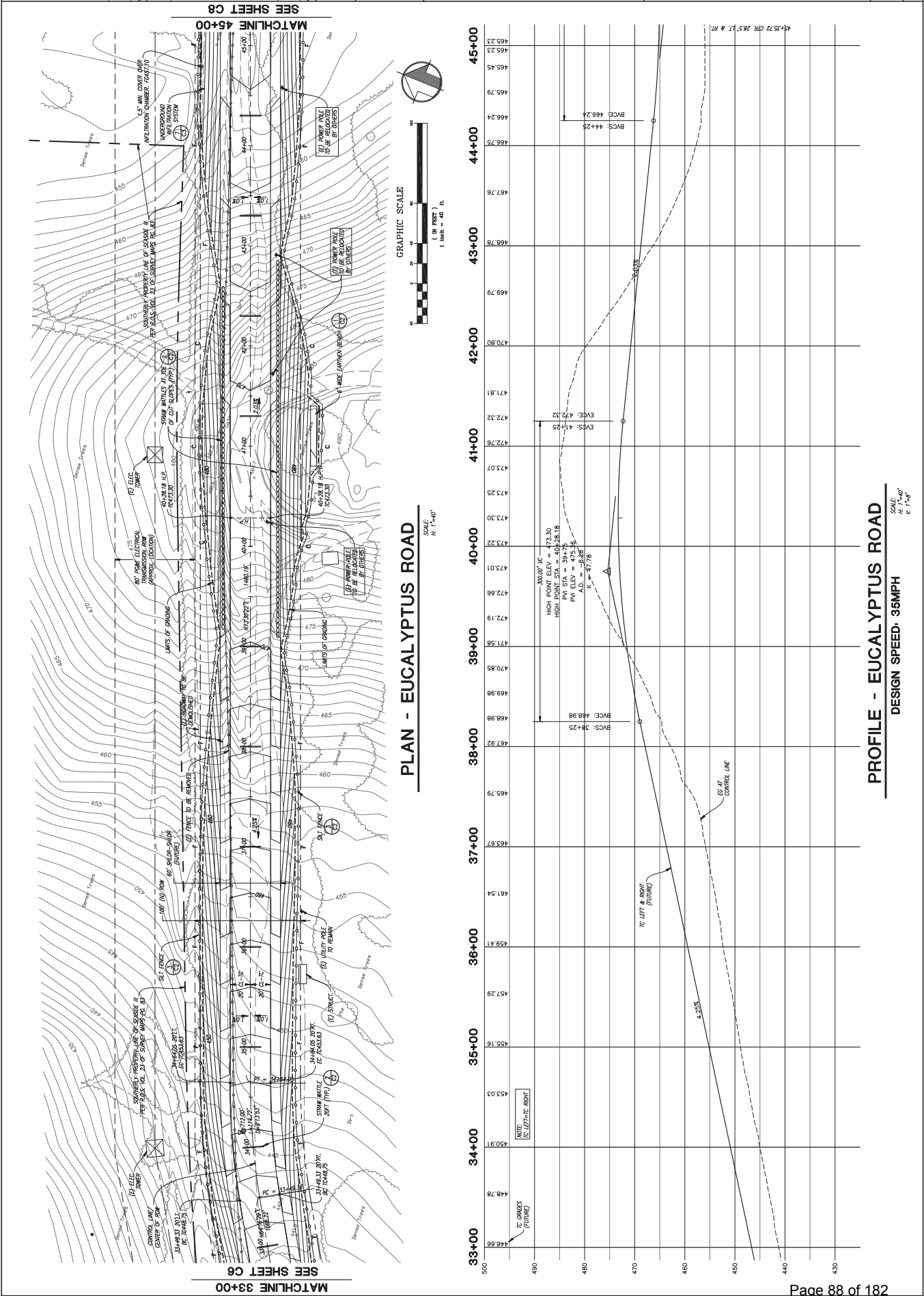
225 Camino Real, Suite H
Marina, CA 93940
Tel. (831) 373-1333
Fax. (831) 373-0733
www.danaherhvac.com

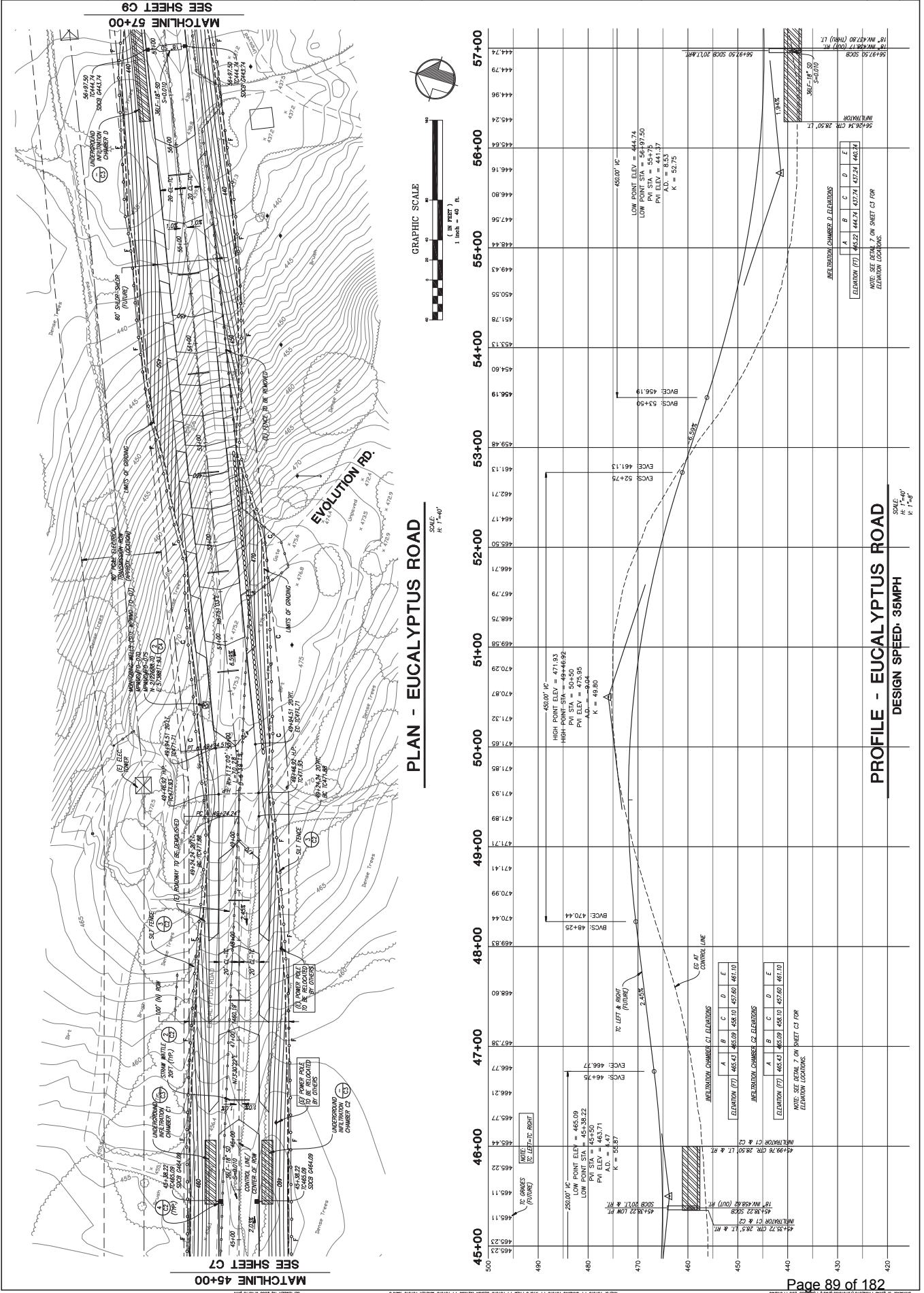
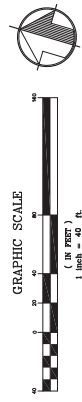
Creegan-D'Angelo
INCORPORATED
ENGINEERS
ARCHITECTS
PLANNERS

DATE	BY	CHK	APPV	DESCRIPTION
06-15-08	JD	JD	JD	REVISION 1
06-17-08	JD	JD	JD	REVISION 2
06-18-08	JD	JD	JD	REVISION 3
06-19-08	JD	JD	JD	REVISION 4
06-20-08	JD	JD	JD	REVISION 5
06-21-08	JD	JD	JD	REVISION 6
06-22-08	JD	JD	JD	REVISION 7
06-23-08	JD	JD	JD	REVISION 8
06-24-08	JD	JD	JD	REVISION 9
06-25-08	JD	JD	JD	REVISION 10









Attachment (e)

No Document

Attachment (f)

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

April 28, 2009

Project No. 03102-M242-E11

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

Attention: Mr. David Leggett

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

Dear Mr. Leggett,

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

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

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

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

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

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

Very truly yours,

PACIFIC CREST ENGINEERING INC.



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

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

TABLE I
Summary of Laboratory Test Results

EUCALYPTUS ROAD

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

TABLE II
Summary of Field Density Test Results

Eucalyptus Road - Key and Fill Cuts/Road Section

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

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

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

Attachment (g)

CONSTRUCTION CHANGE ORDER

Change Order Number:
Change Order Date:
Contract Date:

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

2

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

Contractor: Raminha Construction, Inc.

ADDITIONAL WORK ADJUSTMENT:

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

SCHEDULE B

STORM WATER INFILTRATION CHAMBER C:

The Contractor is supply all materials for installation of Storm Water Infiltration Chamber C1 and C2 and is to stock pile such materials with the construction site without installation of the chambers. The stock plied materials shall include the various parts of the infiltration chambers, 18" RCP Class IV pipe, Concrete catch basin and ¾ inch drain rock. The payment due the Contractor for these line items of Schedule B shall be adjusted as follows:

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

Net Reduction **(\$20,103.44)**

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

Net Increase **\$13,670.80**

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

SCHEDULE C

POTABLE WATER PIPELINE:

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

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


CHANGES TO THE CONTRACT – SCHEDULE B

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

CHANGES TO THE CONTRACT – SCHEDULE C

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

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

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

Approved by: _____ Date: _____
Marina Coast Water District

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

Ordered by: _____ Date: _____
Fort Ord Reuse Authority

Attachment (h)



TOP GRADE CONSTRUCTION

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

March 16, 2010

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

LTO-016

Attn: Jim Arnold
Senior Project Manager

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

Dear Mr. Arnold,

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

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

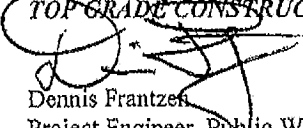
Infiltration Basin B at Broadway (Sched. A-1, Item 37) requires 840 SF of rock (40'x21') and Infiltration Basins C1 & C2 at Eucalyptus (Sched. A-2, Item 21) requires 1,408 SF of rock (64'x11'x2ea). At the contract unit price of \$12.50/SF, the required Contract adjustment is as follows:

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

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

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

Very Truly Yours,
TOP GRADE CONSTRUCTION, INC.


Dennis Frantzen
Project Engineer, Public Works
xc: Owner File

CONSTRUCTION CHANGE ORDER



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

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

Contractor: Top Grade Construction, Inc.

ADDITIONAL WORK ADJUSTMENT

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

DRAIN ROCK AT STORM WATER PERCOLATION CHAMBERS

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

Drain Rock Schedule A1

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

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

Drain Rock Schedule A2

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

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

SUBSTITUTION OF OFFICE SPACE FOR JOB SITE TRAILER

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

Schedule A1

82% of \$3,876.00

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

Schedule A2

18% of \$3,876.00

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

CHANGES TO THE CONTRACT – SCHEDULE A1

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

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

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

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

CHANGES TO THE CONTRACT – SCHEDULE A2

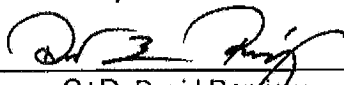
Original CONTRACT SCHEDULE PRICE: \$ 829,938.15

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

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

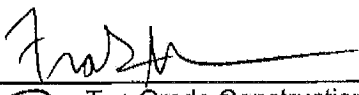
The new CONTRACT PRICE including this CHANGE ORDER is: \$1,026,805.24

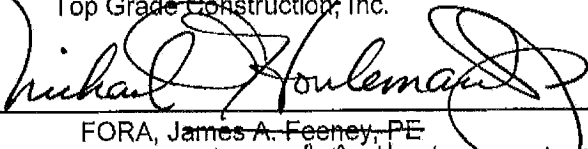
The DATE FOR COMPLETION of all WORK shall be December 21, 2010

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

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

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

Accepted by:  Date: 5/11/10
Top Grade Construction, Inc.

Ordered by:  Date: 5/17/10
FORA, James A. Feeney, PE
Michael A. Houlemand J12

END OF CONSTRUCTION CHANGE ORDER NO. 006

\\domsvr01\users\jima\jima\winword\top grade const, inc\construction change order 006.doc

Attachment (i)

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

December 9, 2010

RECEIVED

Project No. 03102.06-M242-E11

DEC 14 2010

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

CREEGAN & D'ANGELO
MONTEREY OFFICE

Attention: Mr. Richard Simonitch

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

Dear Mr. Simonitch,

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

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

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

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

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

Very truly yours,

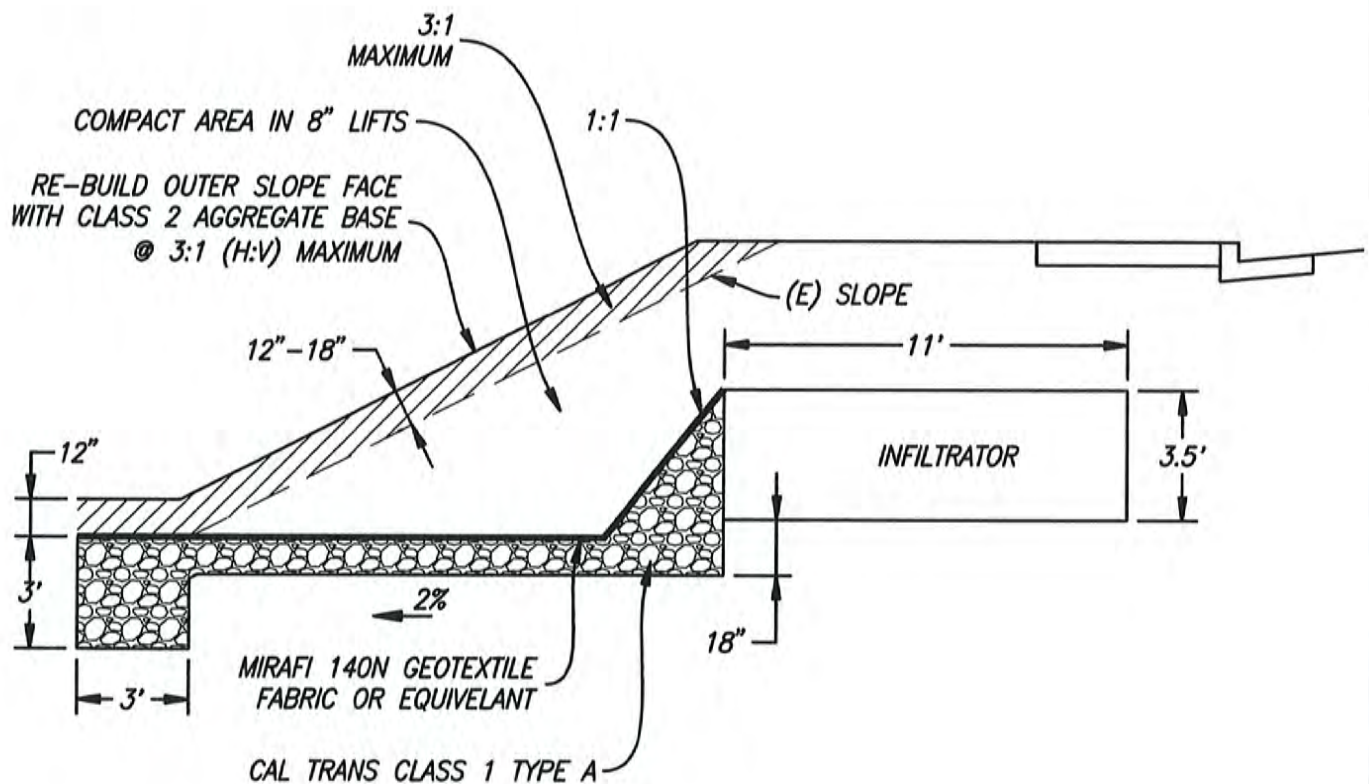
PACIFIC CREST ENGINEERING INC.



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

Enclosure (C+D Figure)

Copies: 3 to Creegan + D'Angelo



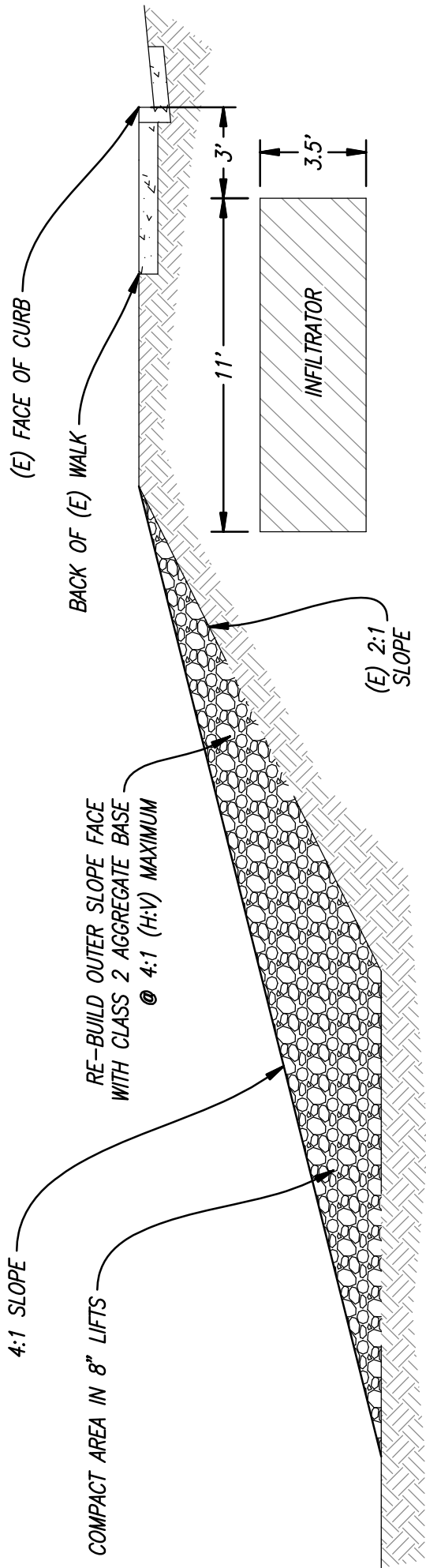
INFILTRATION CHAMBER SLOPE REPAIR

NOTES:

SCALE: 1"=5'

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

Attachment (j)



NOTES:

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

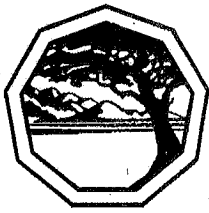
1

—

SCALE
 H:1"=5'

INFLTRATION CHAMBER RETROFIT

Attachment (k)



FORT ORD REUSE AUTHORITY

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

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

WEBSITE: www.fora.org

June 16, 2011

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

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

Dear Mr. Gates,

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

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

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

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

Sincerely,

Crissy Maras
Grants and Project Coordinator

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

Encls.

Attachment (1)



RESOURCE MANAGEMENT SERVICES

440 Harcourt Avenue
Seaside, CA 93955

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

August 15, 2014

(6)



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

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

Dear Mr. Arnold:

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

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

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

Sincerely,

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

Tim O'Halloran
City Engineer/Public Works Services Manager

Infiltrator Calculations by C+D



Creegan+D'Angelo

General Jim Moore Boulevard & Eucalyptus Road

STORM WATER RETENTION CHAMBER CALCULATION

707007 - 707010

9/24/2008



Creegan+D'Angelo
INFRASTRUCTURE
ENGINEERS

Project MONTEREY COUNTY RETENTION POND
Subject POND STORAGE VOLUME
Job No. _____ Design DR
Date 9-11-08 Checked _____ Sheet 1

CALCULATION FOR MAXIMUM STORAGE VOLUME

(RETENTION POND IN MONTEREY COUNTY PER PLATE 25)

VARIABLES

POND STORAGE IS FOUND BY:

① $PS = R - I$

WHERE

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

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

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

② * $R = 465 C F L A T^{1/2} \text{ (cf)}$

AND

$I = \frac{B P_r T}{(60 \text{ min/hr})(12 \text{ in/ft})} = \frac{B P_r T}{720} \text{ (cf)}$

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

SUBSTITUTING ② & ③ INTO ①

④ * $PS = 465 C F L A T^{1/2} - \frac{B P_r T}{720}$

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

$\frac{\partial PS}{\partial T} = \frac{465}{2} C F L A T^{-1/2} - \frac{B P_r}{720} = 0$

⑤ * $T = \left[\frac{167400 C F L A}{B P_r} \right]^2 = \text{TIME TO MAXIMUM STORAGE.}$

SUBSTITUTE ⑤ INTO ④ TO GET STORAGE VOLUME



CALCULATION FOR STORMTECH CHAMBER VOLUME.

SEE ATTACHED FIGURE 1

STORMTECH SC-740 CHAMBER

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

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

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

COMPARE AVAILABLE STORAGE TO REQUIRED
POND STORAGE TO GET SIZE.

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

2.0 Product Information

Figure 1

StormTech SC-740 Chamber (not to scale)

Nominal Chamber Specifications

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

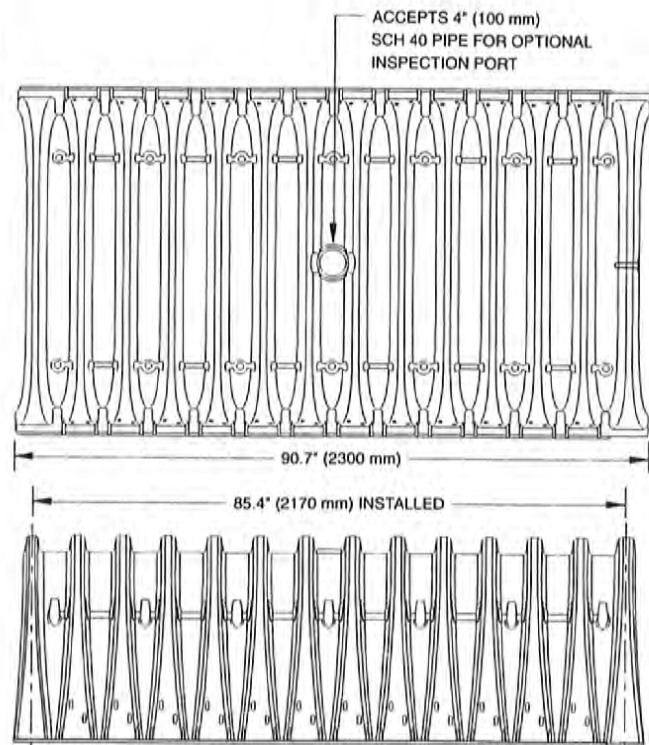
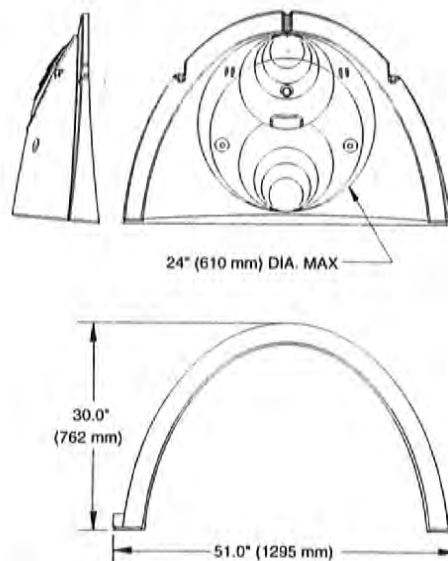
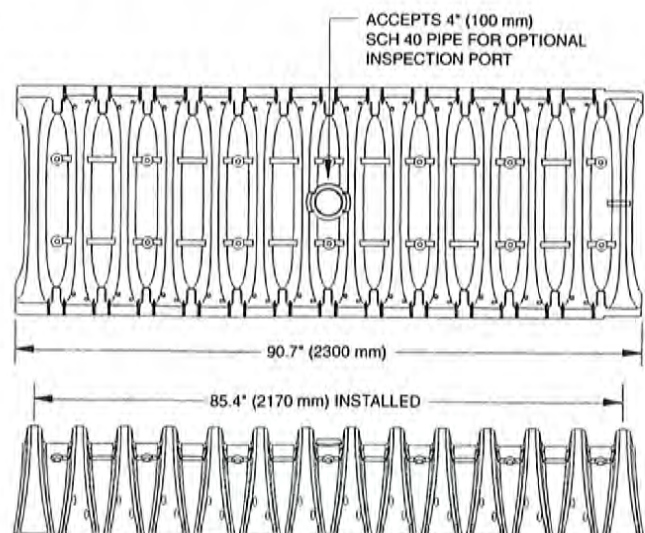
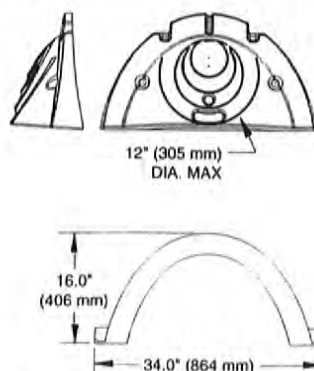


Figure 2

StormTech SC-310 Chamber (not to scale)

Nominal Chamber Specifications

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



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

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

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

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

Enter Tc (optional for Q peak) -> 15

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

100 Year		10 Year (used for catch basin design)
Q peak (cfs) =	5.794996	Q peak (cfs) = 3.863331
I (in/hr)=	2.221156	I (in/hr)= 1.480771

Chamber Analysis

Enter infiltration rate (in/hr) -> 15
 Chamber Height (ft) 3.5
 Chamber Width (ft) 21
 Length of Chambers 165

Time to Maxium Storage (min.) 87.00

Required Storage Volume (cu. ft.) 6280.3

StormTech SC-740

Number of Chamber Rows 4
 Installed Storage* (cf per ft) 10.52
Available Storage 6943.2 OK

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

Infiltration Chamber Analysis Worksheet**INFILTRATION CHAMBER "A1" - STA. 21+75.00**

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

Calc. C (runoff coefficient) -> 0.74
 Total Area (Acres) -> 0.56

Enter Tc (optional for Q peak) -> 15

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

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

Chamber Analysis

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

15
3.5
11
56.93

Time to Maxium Storage (min.) 66.74

Required Storage Volume (cu. ft.) 870.8

StormTech SC-740

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

2
10.52

Available Storage

1197.8 OK

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

Infiltration Chamber Analysis Worksheet**INFILTRATION CHAMBER "A2" - STA. 21+75.00**

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

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

Enter Tc (optional for Q peak) -> 15

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

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

Chamber Analysis

Enter infiltration rate (in/hr) -> 15
 Chamber Height (ft) 3.5
 Chamber Width (ft) 11
 Length of Chambers 64.04

Time to Maxium Storage (min.) 69.18

Required Storage Volume (cu. ft.) 1015.3

StormTech SC-740

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

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

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

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

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

Enter Tc (optional for Q peak) -> 15

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

100 Year		10 Year (used for catch basin design)	
Q peak (cfs) =	2.605416	Q peak (cfs) =	1.736944
I (in/hr)=	2.221156	I (in/hr)=	1.480771

Chamber Analysis

Enter infiltration rate (in/hr) -> 15
 Chamber Height (ft) 3.5
 Chamber Width (ft) 11
 Length of Chambers 156.57

Time to Maximum Storage (min) 71.18

Required Storage Volume (cu. ft.) 2554.0

StormTech SC-740

Number of Chamber Rows 2
 Installed Storage* (cf per ft) 10.52
Available Storage 3294.2 OK

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

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

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

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

Enter Tc (optional for Q peak) -> 15

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

100 Year		10 Year (used for catch basin design)
Q peak (cfs) =	0.963982	Q peak (cfs) = 0.642654
I (in/hr)=	2.221156	I (in/hr)= 1.480771

Chamber Analysis

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

Time to Maxium Storage (min) 58.25

Required Storage Volume (cu. ft.) 854.8

StormTech SC-740

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

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

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

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

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

Enter Tc (optional for Q peak) -> 15

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

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

Chamber Analysis

Enter infiltration rate (in/hr) -> 15
 Chamber Height (ft) 3.5
 Chamber Width (ft) 11
 Length of Chambers 64.04

Time to Maxium Storage (min) 62.62

Required Storage Volume (cu. ft.) 919.0

StormTech SC-740

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

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

Infiltration Chamber Analysis Worksheet**INFILTRATION CHAMBER "D" - STA. 56+97.50**

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

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

Enter Tc (optional for Q peak) -> 15

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

100 Year		10 Year (used for catch basin design)
Q peak (cfs) =	2.3833	Q peak (cfs) = 1.588867
I (in/hr)=	2.221156	I (in/hr)= 1.480771

Chamber Analysis

Enter infiltration rate (in/hr) -> 15
 Chamber Height (ft) 3.5
 Chamber Width (ft) 11
 Length of Chambers 142.32

Time to Maxium Storage (min) 72.09

Required Storage Volume (cu. ft.) 2351.1

StormTech SC-740

Number of Chamber Rows 2
 Installed Storage* (cf per ft) 10.52
Available Storage 2994.4 OK

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

EPA Permeability Reference

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

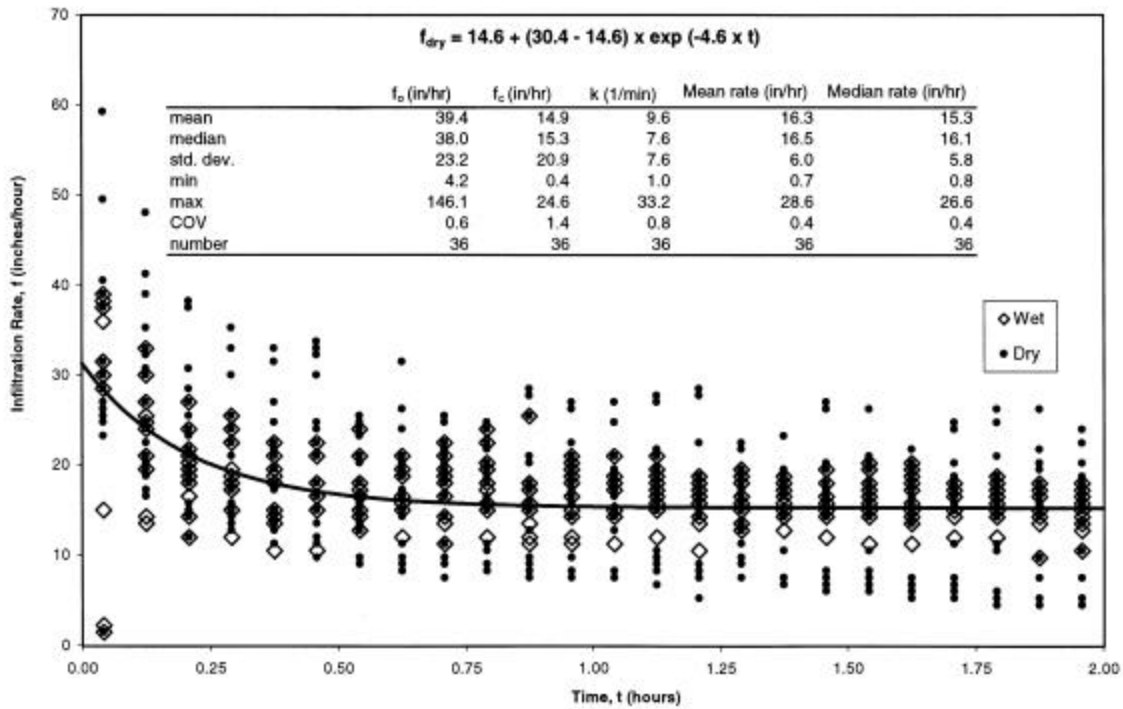


Figure 3-3. Infiltration measurements for noncompacted-sandy soils.

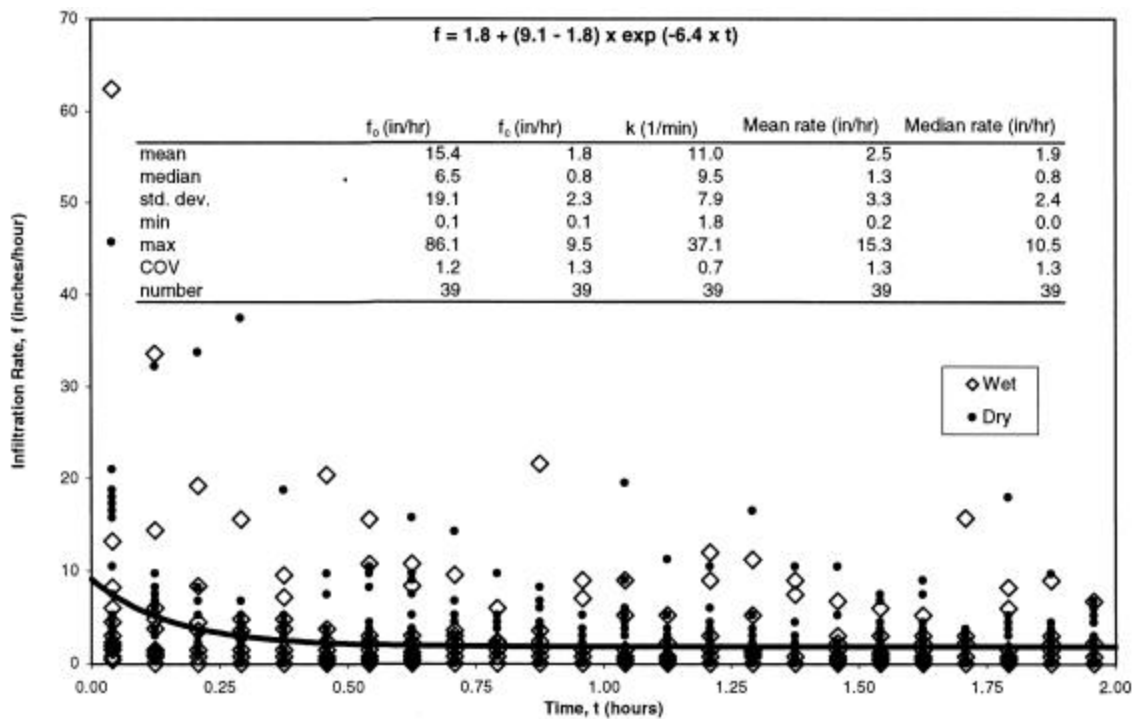


Figure 3-4. Infiltration measurements for compacted-sandy soils.

Proposed Boring Location Map



PROPOSED BORING LOCATIONS



EUCALYPTUS ROAD INFILTRATORS FORA SEASIDE, CALIFORNIA

JOB NO.: 2017-121-TO3

FORT ORD REUSE AUTHORITY BOARD REPORT

BUSINESS ITEMS

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

RECOMMENDATION(S):

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

BACKGROUND:

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

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

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

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

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

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

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

SWO-R1: Eucalyptus Road Infiltrator Project **\$105,655**

- 1) Coordination of munitions related issues associated with Munitions Response Areas.
- 2) Regulatory Agency Coordination.
- 3) Preparation of Continuing Service Provision (CSP) Implementation Guidelines for the City of Seaside's Eucalyptus Road and General Jim Moore Boulevard.

SWO-R2: South Boundary Road **\$210,132**

- 1) Coordination of Munitions Related Issues associated with Roadway Improvements.
- 2) Regulatory Agency Coordination.

3) Preparation of CSP Implementation Guidelines for the Cities of Del Rey Oaks and Monterey's South Boundary Road.

DISCUSSION:

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

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

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

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

RECOMMENDATION:

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

FISCAL IMPACT:

Reviewed by FORA Controller 

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

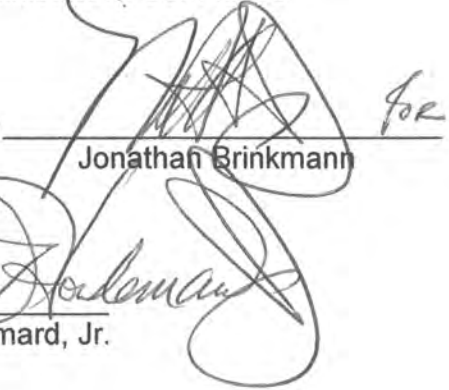
COORDINATION:

Authority Counsel, City of Del Rey Oaks, City of Seaside, Administrative Committee

Prepared by


Peter Said

Reviewed by


Jonathan Brinkmann

Approved by


Michael A. Houlemard, Jr.

FORT ORD REUSE AUTHORITY

Agreement No. FC-_____

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

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

The parties agree as follows:

1. **SCOPE**. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide FORA with the services described in the scope of work attached as Exhibit “A” to this Agreement (the “Services”). The Services will be rendered at the direction of the Executive Officer of FORA as authorized by the FORA Board of Directors.
2. **TERM**. Consultant shall commence work under this Agreement effective on _____ and will diligently perform the Services under this Agreement until the work as described in Exhibit “A” is complete.
3. **PAYMENT TERMS**. FORA shall pay Consultant for the Services at the times and in the manner set forth in Exhibit “B”, Exhibit “C”, and Exhibit “D” to this Agreement.
4. **FACILITIES AND EQUIPMENT**. Consultant is not required to use FORA’s facilities or equipment for performing the Services. Consultant shall arrange to be physically present at FORA’s facilities to provide the Services at least during those days and hours that are reasonably requested by FORA.
5. **GENERAL PROVISIONS**. The general provisions set forth in Exhibit “B” are incorporated into this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the other term or condition shall control only insofar as it is inconsistent with the General Provisions.
6. **EXHIBITS**. All exhibits referred to herein are attached hereto and are by this reference incorporated herein.
7. **COMPENSATION AND OUT OF POCKET EXPENSES**. The overall maximum amount of compensation to Consultant for **this Services Agreement is not-to-exceed \$315,787** including out of pocket expenses. FORA shall, from time to time, prepare service work orders it deems necessary to continue implementation of the Base Reuse Plan (BRP) Capital Improvement Program (CIP), in which specific work scopes and levels of effort shall be negotiated and detailed between FORA and CONSULTANT. FORA will issue SERVICE WORK ORDERS “EXHIBIT D” containing the requisite scopes of services as detailed in the service work orders, which, upon endorsement by both parties, will be made part of this AGREEMENT.

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

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

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

By _____
Michael A. Houlemard, Jr.
Executive Officer

By _____
Kristie K. Reimer
Principal

Date: _____

Date: _____

Approved as to form:

Jon R. Giffen, Authority Counsel

EXHIBIT A

SCOPE OF WORK

1.0 Definition & Scope

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

2.0 Consulting Team and Project Personnel

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

3.0 Work Order/Project Milestones and Schedule

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

4.0 Fee Basis and Compensation for Services

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

5.0 CONSULTANT's Scope of Services

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

6.0 Monthly Progress Reports

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

7.0 Additional Services

- 7.1 As requested by FORA, the CONSULTANT shall perform, furnish, or obtain from others Additional Services and shall be compensated therefore as provided in this AGREEMENT.
- 7.2 Additional Services shall be performed only after execution of a written amendment, supplement or change order to this AGREEMENT and/or its accompanying work orders, authorizing and defining such services. Additional Services may include but are not limited to the following type of services:
 - 7.2.1 Reserved
 - 7.2.2 Reserved

8.0 Compensation for Services and Method of Payment

- 8.1 Compensation.** FORA shall pay the CONSULTANT a maximum-amount-not-to-exceed-fee for the comprehensive services as shall be described and scheduled in work orders and their accompanying AGREEMENT amendments that shall be made part of this AGREEMENT. Monthly invoices shall be submitted based on fees quoted for work completed and the CONSULTANT's schedule for hourly rates and other services, as shall be defined in the approved AGREEMENT amendments.
- 8.2 Reimbursables.** The cost of reproduction shall be reimbursable at cost plus 10 percent (1.10 times cost). Reimbursement for reproduction shall be defined in each work order and associated AGREEMENT amendment. No other direct expenses will be reimbursed by FORA.
- 8.3 Travel.** To the extent the CONSULTANT is required to travel on Company business, the CONSULTANT shall be entitled to reimbursement for all actual and reasonable travel expenses, including but not limited to car mileage costs at the then-current rate published by the Internal Revenue Service, meals, standard business class hotel accommodations, and automobile rental costs properly incurred and approved in connection with the performance of the 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 General Liability Policy adding FORA as an additional insured under the General Liability so that FORA is covered to the same scope and extent as Consultant. As a further condition precedent, Consultant shall furnish a copy of the endorsement to FORA prior to the inception of this Agreement.

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

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

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

Other Insurance Provisions

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

Additional Insured Status

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Self-Insured Retentions

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

Acceptability of Insurers

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

Claims Made Policies

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

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

Verification of Coverage

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

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

Subcontractors

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

Special Risks or Circumstances

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

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

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

6. STANDARD OF PERFORMANCE. Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices Consultant's profession. All products and services of whatsoever nature, which Consultant delivers to FORA pursuant to this Agreement, shall be prepared in a thorough and professional manner, conforming to standards of quality normally observed by a person practicing in Consultant's profession.

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

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

9. INDEMNIFY AND HOLD HARMLESS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23. MISCELLANEOUS.

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

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

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

DRAFT

EXHIBIT C

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

The proposal regarding "On-Call Munitions Response Coordination Support for South Boundary Road Improvement Project and for Implementation Guidelines for Munitions Related Construction Support Plans for the South Boundary Road Corridor" dated December 26, 2017 is hereby incorporated into this contract by reference. **(Exhibit D)**

DRAFT

AGREEMENT NO. FC-_____ – “EXHIBIT C”

Fee Schedule

Preferred Client Rates:

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

Scope of Services

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

MRC Coordination

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

MEC Continuing Service Provision (CSP) Implementation Guidelines

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

Coordination of Munitions Related Issues Associated with Roadway Improvements:

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

Regulatory Agency Coordination

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

Program Management and Meetings

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

Assumptions and Provisions

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

SERVICE WORK ORDER R1 (SWO-R1)

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

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

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

SWO-R1: COMPENSATION

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

Task 1: ERIP

\$23,950

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

SERVICE WORK ORDER R2 (SWO-R2)

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

Task 1: South Boundary Roadway (SBR) Improvement

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

SWO-R1: COMPENSATION

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

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

TIME OF COMPLETION – MULTIPLE SERVICE WORK ORDERS

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

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

ASSUMPTIONS AND PROVISIONS

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



December 26, 2017

Mr. Peter Said
Project Manager
Fort Ord Reuse Authority
920 Second Avenue, Suite A
Marina, California 93933

RE: On-Call Munitions Response Coordination Support for South Boundary Road Improvement Project and for Implementation Guidelines for Munitions Related Construction Support Plans for the South Boundary Road Corridor

Dear Mr. Said,

Thank you for the opportunity to work with you and the Fort Ord Reuse Authority (FORA) on this important effort supporting the reuse and redevelopment of the Former Fort Ord. As requested, the Reimer Associates Team (RAC) is pleased to provide the following Scope of Services for Munitions Response Coordination (to be referred to as "MRC") support on a task order contract basis. The first task order as outlined in the following scope of work, is to support South Boundary Road (SBR) Improvement Project and to develop standing General Implementation Guidelines for Munitions and Explosives of Concern (MEC) related Construction Support Plans (to be referred to as "MEC CSP Implementation Guidelines") for the SBR Corridor. The RAC Team will confirm project description and limits but for the purposes of this submission a number of assumptions have been made in drafting the scope of services and preliminary level of effort estimates.

RAC Team

The RAC Team consists of Reimer Associates Consulting and Axiom Consulting Group, Inc., two small businesses whose principals will be directly involved, providing FORA a senior level, locally managed team with a full suite of technical support services. Ms. Reimer will lead the RAC Team efforts and will be the local Point of Contact with FORA. Taking on the role of Munitions Response Coordinator, Ms. Reimer will manage, coordinate and deliver all work products to FORA as well as participate in meetings as directed. Ms. Beekman will perform in a Senior Technical Consultant role to provide additional technical review and regulatory compliance evaluation.

Approach

The RAC Team will establish a hands-on, inclusionary approach that prioritizes clear communications, teaming building, and working smartly to meet FORA's goals. For the Munitions Response Coordinator support to FORA, the RAC Team's approach will focus on:

- facilitating regulatory coordination to better understand expectations and approval conditions;

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

reimer-associates@outlook.com
650.224.8545

- providing analytical services as input to and support of FORA's scheduling decisions; and
- managing the assessment, planning and reporting to meet compliance requirements for MEC related LUCs.

Scope of Services

FORA is requesting the RAC Team provide On-Call MRC Support to FORA, under a task order based contract. The first task order which is detailed in this Scope of Services (Scope) will be to provide MRC support for SBR Improvement Project and to work with FORA to develop MEC CSP Implementation Guidelines for the SBR Corridor. It is our understanding that FORA is currently working with their Engineer to design required storm water improvements along SBR. In addition, future improvement or maintenance projects required along the SBR Corridor are unknown. The RAC Team's has outlined the following as the suggested MRC Support to be provided to FORA.

Task 1 – SBR Improvement Project MRC Support

Coordination services for munitions related issues associates with the roadway improvements including: project definition, background and data collection, assessment and strategy, and implementation steps and schedule for LUC compliance. RAC Team will work with FORA as an interface to FORA subcontractors on MEC LUC related issues. The current FORA Environmental Service Cooperative Agreement Remediation Program (ESCA RP) Team is expected to prepare and implement UXO construction support plans.

Task 2 - MEC CSP Implementation Guidelines for the SBR Corridor

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

Task 3 - Regulatory Agency Coordination

As directed by FORA, support FORA meetings with appropriate regulatory agencies including but not limited to State of California Department of Toxic Substances Control (DTSC), Environmental Protection Agency (EPA), and the United States Army (Army). Additional meetings with habitat/wildlife agencies may also be required. Assume 10 meetings with agencies.

Task 4 - Program Management and Meetings

Attendance and participation in meetings will be directed by FORA. Project kick-off, and bi-weekly meetings with the FORA Project Manager are proposed for a 12-month period. Overall program management efforts are included.

Assumptions and Provisions

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

Level of Effort

The RAC Team is providing a preliminary level of effort estimate to support FORA's SBR Improvement Project as well as general LUC Implementation Guidelines for SBR Corridor. Level of effort has been estimated on a time and materials (T&M) basis. Based on our discussions, a not to exceed (NTE) without client authorization of \$210,132.00 is proposed to support the On-Call Munitions Response Coordination requirements associated with SBR Improvement Project and SBR Corridor MEC CSP Implementation Guideline. The level of effort by task has been estimated with a 20% contingency as directed by FORA. It is expected that approximately 70% of the effort will be completed utilizing local resources, and 30% from non-local resources.

If the assumptions change, project definition and design is modified, or additional effort is required, the RAC Team reserves the right to discuss the increased scope with FORA and revise the costs as may be mutually agreed upon.

Preferred Client Rates:

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

Compliance and Verification

The RAC Team will provide insurance certification as required for compliance with FORA's appropriate insurance requirements as stated in the amendment to the contract. The RAC Team is comprised of two sole proprietor companies, neither of which have employees, and therefore no Worker's Compensation Insurance has been provided.

The RAC Team is excited to offer this proposed Scope of Work and Estimated Level of Effort for Munitions Response Coordination in support of FORA. If there are questions or you need additional information, please give me a call at 650.224.8545.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Kristie Reimer', with a stylized, flowing script.

Kristie Reimer
Principal
Reimer Associates Consulting

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

ESTIMATED YEAR- END BALANCE	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2017-2020 SUB- TOTAL	2020-2027 SUB- TOTAL	REMAINING OBLIGATION	TOTAL	% of Total		
A. CFD SPECIAL TAX / DEVELOPMENT FEE FUND												A. CFD FUND - ANALYSIS						
DEDICATED REVENUES																		
Development Fees	\$	6,118,763	8,396,780	13,521,743	17,072,922	16,343,301	11,987,762	16,971,185	14,949,960	14,193,000	14,193,000	11,070,540	28,037,287	116,781,669	-	144,818,956	72.2%	
OTHER REVENUES																		
Property Taxes - CIP Allocation	\$	1,010,835	1,609,443	2,363,691	3,421,310	4,508,495	5,148,021	6,020,480	6,761,221	7,484,134	8,219,016	8,843,368	4,983,970	50,406,045	-	55,390,015	27.6%	
Miscellaneous (investment interest)	\$	20,000	\$ 23,892	\$ 28,542	35,996	45,406	54,454	61,166	70,612	-	-	-	72,434	267,634	-	340,068	0.2%	
TOTAL REVENUES	\$	7,149,599	10,030,115	15,913,977	20,530,227	20,897,202	17,190,237	23,052,831	21,781,793	21,677,134	22,412,016	19,913,908	33,093,691	167,455,348	-	200,549,039	100.0%	
PROJECTS EXPENDITURES																		
Transportation/Transit - See CIP Table 2	\$	5,315,177	7,273,849	14,158,795	13,216,276	17,890,540	18,006,088	18,929,558	19,814,989	9,348,015	6,119,447	0	26,747,821	103,324,913	-	130,072,734	67.0%	
Transportation Contingency	\$	265,759	2,036,678	5,020,605	1,982,441	2,683,581	2,700,913	2,839,434	1,981,499	-	-	-	7,323,042	12,187,868	0	19,510,910	10.0%	
Water Augmentation - RUWAP Pipeline	\$	2,885,860	1,700,000	1,100,000	-	-	-	-	-	-	-	-	5,685,860	0	-	5,685,860	2.9%	
Water Augmentation - RUWAP Other	\$	157,000	225,000	-	-	-	-	-	8,000,000	8,000,000	1,834,436	0	382,000	17,834,436	-	18,216,436	9.4%	
TOTAL CFD PROJECTS	\$	8,623,796	11,235,527	20,279,400	15,198,717	20,574,121	20,707,001	21,768,992	29,796,488	17,348,015	7,953,883	0	40,138,723	133,347,217	0	173,485,940	89.3%	
OTHER EXPENDITURES																		
Property Tax - Jurisdiction Share (all jurisdictions)	\$	-	-	-	142,131	250,850	314,802	402,048	476,122	548,413	621,902	684,337	0	3,440,605	-	3,440,605	1.8%	
HCP - UC Regents	\$	95,000	98,268	101,648	-	-	-	-	-	-	-	-	294,916	0	-	294,916	0.2%	
General CIP/FORA Costs - Footnote 1	\$	1,103,068	1,141,014	1,180,264	1,220,866	1,262,863	1,306,306	1,351,243	1,397,725	1,445,807	-	-	3,424,346	7,984,810	-	11,409,156	5.9%	
Caretaker Costs (Including Caretaker Emergency Fund)	\$	575,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	1,575,000	4,000,000	-	5,575,000	2.9%	
TOTAL OTHER	\$	1,773,068	1,739,282	1,781,913	1,862,997	2,013,713	2,121,108	2,253,291	2,373,848	2,494,221	1,121,902	1,184,337	5,294,262	15,425,414	-	20,719,677	10.7%	
TOTAL EXPENDITURES	\$	10,396,864	12,974,808	22,061,313	17,061,714	22,587,834	22,828,109	24,022,282	32,170,335	19,842,236	9,075,785	1,184,337	45,432,985	148,772,632	0	194,205,617	100.0%	
Net Annual Revenue	\$	(3,247,265)	(2,944,693)	(6,147,336)	3,468,513	(1,690,632)	(5,637,872)	(969,452)	(10,388,543)	1,834,899	13,336,231	18,729,571	(12,339,294)	18,682,716		6,343,422	3.3%	
Beginning Balance	\$	19,883,195	\$ 8,497,755	3,382,623	(2,121,789)	(12,381,233)	(14,104,737)	(20,776,451)	(30,089,081)	(36,244,996)	(54,321,549)	(52,486,650)	(39,150,418)	8,497,755	(12,381,233)	-	8,497,755	
Set Aside - HCP - See CIP Table 1B	\$	(11,385,440)	\$ (1,867,867)	(2,559,720)	(4,112,109)	(5,192,018)	(4,981,083)	(3,674,758)	(5,186,464)	(7,688,011)			(8,539,695)	(26,722,334)	(19,567,546)	(66,215,015)		
UNRESERVED FUND BALANCE	\$	8,497,755	\$ 3,382,623	(2,121,789)	(12,381,233)	(14,104,737)	(20,776,451)	(30,089,081)	(36,244,996)	(54,321,549)	(52,486,650)	(39,150,418)	(20,420,846)	(12,381,233)	(20,420,850)	(19,567,546)	(51,373,838)	
ENDING CFD FUND BALANCE	\$	3,382,623	(2,121,789)	(12,381,233)	(14,104,737)	(20,776,451)	(30,089,081)	(36,244,996)	(54,321,549)	(52,486,650)	(39,150,418)	(20,420,846)	(51,373,838)					
B. LAND SALES FUND												B. LAND SALE FUND ANALYSIS						
DEDICATED REVENUES																		
Land Sales	\$	-	-	15,732,634	12,132,135	15,151,981	16,197,360	28,795,306	6,460,000	6,215,408	-	-	15,732,634	84,952,189	-	100,684,823	123.9%	
Land Sales - Building Removal Credits	\$	-	-		-	(6,750,000)			(6,460,000)	(6,215,408)	-	-	-	(19,425,408)	-	(19,425,408)	-23.9%	
TOTAL REVENUES	\$	-	-	15,732,634	12,132,135	8,401,981	16,197,360	28,795,306	-	-	-	-	15,732,634	65,526,781	-	81,259,415	100.0%	
PROJECT EXPENDITURES																		
Building Removal Obligations - See Table 1B	\$	3,750,000	3,977,002	-	-	-	-	-	-	-	-	-	7,727,002	-	-	7,727,002	77.5%	
OTHER EXPENDITURES																		
General CIP/FORA Costs (A/E, PM, CM, Staff Costs etc...)	\$	171,638	177,542	183,650	189,967	196,502	203,262	210,254	217,487	224,968	232,707	240,712	532,830	1,715,861	-	2,248,691	22.5%	
TOTAL EXPENDITURES	\$	3,921,638	4,154,544	183,650	189,967	196,502	203,262	210,254	217,487	224,968	232,707	240,712	8,259,832	1,715,861	-	9,975,693	100.0%	
Net Annual Revenue	\$	(3,921,638)	(4,154,544)	15,548,984	11,942,168	8,205,479	15,994,098	28,585,051	(217,487)	(224,968)	(232,707)	(240,712)	7,472,801	63,810,921	-	71,283,722	814.6%	
Beginning Balance	\$	11,191,406	\$ 4,102,406	3,930,768	3,115,223	18,664,206	30,606,373	38,811,851	54,805,948	83,390,999	83,173,512	82,948,543	4,102,406	18,664,206	-	4,102,406		
Set Aside - Bldg Removal	\$	(7,089,000)	\$ 3,750,000	3,339,000			-	-	-	-	-	-	7,089,000	-		7,089,000		
UNRESERVED FUND BALANCE	\$	4,102,406	\$ 3,930,768	3,115,223	18,664,206	30,606,373	38,811,851	54,805,948	83,390,999	83,173,512	82,948,543	82,715,835	82,475,122	18,664,207	82,475,126	-	82,475,128	
ENDING LAND SALES FUND BALANCE	\$	3,930,768	3,115,223	18,664,206	30,606,373	38,811,851	54,805,948	83,390,999	83,173,512	82,948,543	82,715,835	82,475,122	18,664,207	82,475,126	-	82,475,128		
TOTAL ENDING BALANCE-ALL PROJECTS		\$7,313,391	\$993,434	\$6,282,973	\$16,501,636	\$18,035,400	\$24,716,867	\$47,146,003	\$28,851,963	\$30,461,893	\$43,565,417	\$62,054,276	\$31,101,290					

Footnote (1) - Expenditures for transportation projects (contract change orders, general consulting, additional basewide expenditures, street landscaping, site conditions, project changes, additional habitat mitigations) . General Costs provides for staff, overhead, and direct consulting costs. In 2015/2016 , the FORA Board approved Prevailing Wage and Caretaker Costs to be funding with Poroperty taxes.

FORT ORD REUSE AUTHORITY BOARD REPORT		
BUSINESS ITEMS		
Subject:	Eastside Parkway Goals and Objectives	
Meeting Date:	January 12, 2018	INFORMATION/ACTION
Agenda Number:	8d	

RECOMMENDATION(S):

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

BACKGROUND/DISCUSSION:

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

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

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

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

TAMC's 2005 FORA Fee Reallocation Study resulted in an Eastside Road conceptual alignment to address California State University (CSU) Monterey Bay's concerns that the BRP conceptual Eastside Road alignment would impact campus traffic flow (http://fora.org/Reports/FORA_Fee-Reallocation_Study2005.pdf pg. 12, 13, and 45). The 2005 conceptual Eastside Road alignment is described as a 2-lane arterial roadway from Eucalyptus Road to Schoonover Drive. The 2005 study included two options for allocating FORA's share of transportation improvement costs: Option 1 was a Prorata Based on Fee Approach (nexus based) and Option 2 was a Fund Local First (FORA would fund 100% of on-site transportation

improvements, pg. 31-32). The Prorata Based on Fee Approach attributed 65.5% of the Eastside Road's cost burden to Fort Ord Development, while other areas outside of Fort Ord were allocated 34.5% of the cost. The 2005 study recommended the Fund Local First Approach, which resulted in FORA taking on the regional and local cost share for on-site transportation improvements such as Eastside Road and assuming a smaller cost share for regional transportation improvements. Both boards adopted the 2005 recommendations.

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

FORA staff and consultants are impartial on the proposed project. In order to minimize issues related to public momentum or bias as to any one project, FORA staff and consultants held a community workshop (meeting) in two sessions on December 6, 2017 from 1:00 pm to 3:00 pm and from 6:00 pm to 8:00 pm to obtain public input on Eastside Parkway Goals and Objectives. Goals/Objectives are key in the CEQA process, as they are a basis/framework to:

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

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

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

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

FORA staff summarized these spoken public comments under **Attachment C**. FORA staff provided a Frequently Asked Questions (FAQ) document on Eastside Parkway as materials at the public meetings and has periodically updated this document as additional questions are received. The current FAQ document is under **Attachment D**. As the Board reviews

Attachment A, any added Goals or Objectives will be incorporated.

The next steps include publishing and distributing the NOP with the finalized Goals and Objectives and proposed Project Description for a 30-day public review period. During that public review period, FORA will hold a public scoping meeting for the proposed project, which will include a charrette-style format. This meeting is anticipated for April 2018.

Additional Eastside Parkway information is available at the following FORA webpage: <http://fora.org/EastsideParkway.html>

FISCAL IMPACT:

Reviewed by FORA Controller 

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

COORDINATION:

Authority Counsel, Whitson, DD&A, Administrative Committee and Executive Committee.

Prepared by  for
Jonathan Brinkmann

Approved by 
Michael A. Houlemard, Jr.

Eastside Parkway Goals and Objectives

Proposed Project Background/Need:

The 1997 Fort Ord Reuse Plan identified Eastside Road as a facility within the on-site portion of the Fort Ord transportation network for the mitigation of the reuse of Fort Ord. Since FORA's first CIP (2001-2), Eastside Road has been included as a future "on-site" transportation facility. In 2010, Monterey County staff suggested renaming Eastside Road to Eastside Parkway and plan line studies were prepared to avoid impacts to CSUMB circulation.

The most recent 2017 Fee Reallocation Study prepared by TAMC, in coordination with FORA, included Eastside Parkway as an important part of the FORA CIP, modeled to accommodate 18,586 average daily trips. The Study concluded that the transportation network in the FORA CIP would provide sufficient roadway improvements for the approved reuse of Fort Ord. The Study results for a "No Build" scenario shows that, by 2035, if FORA does not complete the FORA CIP transportation projects, seven of the existing roadways in the current FORA project list will operate at deficient levels of service (LOS) E or F. These results demonstrated that the FORA CIP projects provide measurable improvement to the roadway network to address future development-related transportation deficiencies.

Proposed Project Goals and Objectives:

The purpose of the proposed project is to make improvements to the on-site former Fort Ord transportation system necessary to reduce future traffic congestion along Highway 1, 12th Street (now Imjin Parkway), Blanco Road, and the Del Monte/2nd/General Jim Moore Boulevard corridor while maintaining valued recreational, cultural, and natural resources, consistent with the Reuse Plan FEIR and Development and Resource Management Plan (BRP Vol.1, pg. 119, pgs.194-203, BRP Vol.2 pg. 295 and pg. 298). The primary objectives for implementing the proposed project are:

- Provide a primary southwest-northeast corridor through former Fort Ord, while maintaining an acceptable level of service throughout the FORA CIP roadway network with the implementation of the approved reuse of Fort Ord (BRP Vol.1 pg. 119, BRP Vol.2 pg. 297-298, Attachment C, Summary of December 6, 2017 Spoken Public Comments).
- Improve and provide efficient regional travel and access to the former Fort Ord, reducing travel time and distances and associated traffic, fuel consumption, and air pollution emissions (BRP Vol. 2 pg. 298, Commercial Land Use Objective E and program E-1.1, pg. 261, Attachment B, Eastside Parkway Goals and Objectives Written Public Comments pg. 21, 44, Attachment C, Summary of December 6, 2017 Spoken Public Comments).
- Serve the area immediately south of CSUMB campus (BRP Vol.2 pg. 295).

- Avoid bisecting CSUMB Campus (BRP Vol.2 Institutional Land Use Program A-1.4 on pg. 278, Attachment B, Eastside Parkway Goals and Objectives Written Public Comments pg. 76).
- De-emphasize Inter-Garrison Road as a major vehicular route with greater emphasis placed on pedestrian and bicycle traffic (BRP Vol.2 pg. 295).
- Provide direct and efficient linkages from former Fort Ord lands to the regional transportation system (BRP Vol.2 Objective B, pg. 299, Attachment B, Eastside Parkway Goals and Objectives Written Public Comments pg. 44, Attachment C, Summary of December 6, 2017 Spoken Public Comments).
- Provide a safe and efficient street system at the former Fort Ord (BRP Vol.2 Objective C, pg. 299, Attachment B, Eastside Parkway Goals and Objectives Written Public Comments pg. 74, Attachment C, Summary of December 6, 2017 Spoken Public Comments).
- Connect the Fort Ord National Monument and California Central Coast Veterans Cemetery to regional roadways (BRP Vol.2 Objective A, pg. 298 and Recreation Policy A-1, pg. 327, Attachment B, Eastside Parkway Goals and Objectives Written Public Comments pg. 7, 44, 53, Attachment C, Summary of December 6, 2017 Spoken Public Comments).
- Design the project to respect and integrate natural resources by minimizing impacts to coast live oak woodland, special-status species, and wildlife corridors (BRP Vol.2 Recreational/Open Space Objective A, pg. 263, Biological Resources Objective C, pg. 363, Biological Resources Policy C-2, pg. 383, and Recreation Policy C-1, pg. 328, Attachment B, Eastside Parkway Goals and Objectives Written Public Comments pg. 4, 12, 34, 44, 49, 59, 84, Attachment C, Summary of December 6, 2017 Spoken Public Comments).
- Maintain the aesthetic character of the area by avoiding or minimizing impacts from grading to major topographical features such as drainages, steep slopes, and scenic viewsheds (BRP Vol.2 Biological Resources Objective C, pg. 363, and Biological Resources Policy C-1, pg. 383, Attachment B, Eastside Parkway Goals and Objectives Written Public Comments pg. 59, 70, Attachment C, Summary of December 6, 2017 Spoken Public Comments).
- Minimize noise impacts adjacent to sensitive receptors (Attachment B, Eastside Parkway Goals and Objectives Written Public Comments pg. 77).
- Consider the safety of residents, pedestrians, bicyclists, and wildlife through various project design features by:
 - Providing dedicated pedestrian and bicycle facilities (BRP Vol.2 Commercial Land Use Policy E-2 and program E-2.2, pg.261 and Pedestrian and Bicycles Objectives A and B, pg. 308, Attachment B, Eastside Parkway Goals and Objectives Written Public Comments pg. 8, 21, 77, Attachment C, Summary of December 6, 2017 Spoken Public Comments);

- Considering Regional Urban Design Guidelines for complete street design features (BRP Vol.1 pg. 61, Attachment B, Eastside Parkway Goals and Objectives Written Public Comments pg. 34); and
 - Implementing design features to minimize impacts to wildlife movement (BRP Vol.1 pg. 128, Attachment B, Eastside Parkway Goals and Objectives Written Public Comments pg. 53, 58, 71, 77, 78, 84, Attachment C, Summary of December 6, 2017 Spoken Public Comments).
- Protect designated habitat management areas from potential roadway edge effects by applying suitable buffers and project design features (BRP Vol.2 Biological Resources Objective C, pg. 363, and Biological Resources Policy C-3, pg. 384, Attachment B, Eastside Parkway Goals and Objectives Written Public Comments pg. 71, Attachment C, Summary of December 6, 2017 Spoken Public Comments).
- Minimize environmental impacts on existing communities, including, but not limited to CSUMB campus, City of Seaside, City of Marina, City of Del Rey Oaks, City of Monterey, MPC, and East Garrison (Attachment B, Eastside Parkway Goals and Objectives Written Public Comments pg. 4, 24 49, 58, Attachment C, Summary of December 6, 2017 Spoken Public Comments).
- Accommodate and maintain existing and proposed trail networks, including, but not limited to, the Fort Ord Recreational Trail and Greenway and other regional trails (Attachment B, Eastside Parkway Goals and Objectives Written Public Comments, pgs. 3, 8, 44, 47, 50, 53, 59, Attachment C, Summary of December 6, 2017 Spoken Public Comments).

Item 8d, Attachment B

**is available for download at the following web
location:**

http://fora.org/Board/2018/Packet/Additional/011218_Item8d-AttachB_ESP_GO_written_comments.pdf

Summary of December 6, 2017 Spoken Public Comments

Background/Purpose

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

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

Criticism of the Process

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

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

Eastside Parkway - Concerns

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

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

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

Eastside Parkway - Need

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

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

Goals and Objectives Input

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

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

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

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

Eastside Parkway Frequently Asked Questions (FAQ)

01-02-18

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

Eastside Parkway is a conceptual Southwest-Northeast arterial roadway within the Fort Ord on-site transportation network. The Fort Ord Reuse Authority (FORA) FY 05-06 thru 17-18 Capital Improvement Program (CIP) documents describe the conceptual roadway as a 2-lane arterial roadway from Eucalyptus Road to Schoonover Drive. Eastside Parkway is expected to accommodate 18,586 average daily trips (ADT) at 2035 (see “2017 FORA Fee Reallocation Study” [http://fora.org/Reports/FORA_Fee-Reallocation_Study2017.pdf] for additional information).

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

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

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

In 1996, FORA circulated its Draft Fort Ord Reuse Plan and accompanying Draft Environmental Impact Report (EIR), which included Eastside Parkway in the Fort Ord Transportation Network, for public review and comment. In 1997, the FORA Board adopted the Fort Ord Reuse Plan and its Final EIR (FEIR). The FEIR identified the following impact: Increase Travel Demand on Regional Transportation System (FEIR, pg. 4-108). It also identified the following mitigation for this impact: A Development and Resource Management Plan (DRMP) to establish programs and monitor development at Fort Ord to assure that it does not exceed resource constraints posed by transportation facilities and water supply shall be established by FORA (FEIR, pg. 4-112). Section 3.11.5.3 (a) of the 1997 Fort Ord Reuse Plan (a component of the DRMP) states: FORA shall fund its “Fair Share” of “on-site,” “off-site,” and “regional” roadway and transit capital improvements based on the nexus analysis of the TAMC regional transportation model (Fort Ord Reuse Plan Volume 1, pg. 195).

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

4. What Fort Ord developments does Eastside Parkway serve?

Eastside Road was designed as a part of a network that accommodated Fort Ord and regional traffic. Per the 2017 FORA Fee Reallocation study, the conceptual alignment from General Jim Moore Blvd to Inter-Garrison Rd would serve regional traffic and local former Fort Ord traffic areas such as East Garrison, East Campus Housing, California State University Monterey Bay, Defense Manpower and Data Center, California Central Coast Veteran’s Cemetery and Presidio of

Monterey military housing, and future planned developments, such as Campus Town and Seaside East. Future traffic conditions in 2035 modeled in the “2017 FORA Fee Reallocation Study” show that Eastside Parkway would provide important roadway capacity, meaning 18,586 ADT would use Eastside Parkway. TAMC modeled the 2035 scenario finding that, with TAMC’s Regional Transportation Plan and the FORA CIP, roadways in the Fort Ord Transportation Network would perform within acceptable levels of service (LOS) D or better.

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

Fort Ord developments have been entitled, built, and are being planned consistent with the 1997 Fort Ord Reuse Plan. There is no expectation the recovery program will not be completed. The 1997 Fort Ord Reuse Plan DRMP (Section 3.11.5) allows development within certain financial and resource constraints, such as 6,600 acre-feet per year of Salinas Valley groundwater (Section 3.11.5.4(b) Fort Ord Reuse Plan Volume 1, pg. 197). The FORA Board has not amended the DRMP. Therefore, planning for less development than allowed in the DRMP has not been studied, including performing additional traffic studies under a reduced development scenario.

6. Will there be bike paths on Eastside Parkway?

Yes. The integration of bike path and trail connections with the former Fort Ord roadway network is an important part of the design of each roadway.

7. How will Eastside Parkway be funded?

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

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

Eastside Parkway is a component of an on-base (“on-site”) network of roads that addresses access issues under the 1997 Fort Ord Reuse Plan. The Fort Ord Reuse Plan identifies nearly 18,000 acres of habitat for permanent conservation and enjoyment by the Monterey Bay community and others, in accordance with the approved 1997 Fort Ord Habitat Management Plan (HMP). The HMP was developed and is being implemented base-wide to mitigate for the potential reuse development impacts to special-status species and sensitive habitats on the former Fort Ord. Access to these habitat management areas, including the Fort Ord National Monument, is a key element in the CIP priority for completing this roadway. As noted above, Eastside Parkway is a conceptual Southwest-Northeast arterial roadway within the Fort Ord on-site transportation network. The impact of the roadway on environmental conditions is yet to be determined and the precise alignment will not be finalized until CEQA is complete. Potential impacts to the habitat management areas under the HMP and other habitat areas have been, and continue to be, considered in planning for reuse of the former Fort Ord, including the location of future roadways.

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

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

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

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

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

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

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

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

(http://fora.org/Presentations/Eastside_Parkway_Workshop_12-06-17.pdf). These slides show modeled changes in ADT from existing conditions to 2035. The source of this information is the TAMC "2017 FORA Fee Reallocation Study" (http://fora.org/Reports/FORA_Fee-Reallocation_Study2017.pdf).

12. Where do you get on the Parkway at either end?

Although the proposed alignment and associated project description have not been determined, it is generally described as Davis Road westerly to Reservation Road to Inter-Garrison Road to Eastside Parkway to General Jim Moore Blvd to the Monterey Peninsula. FORA's CIP transportation improvements are generally described in the CIP. <http://www.fora.org/Reports/CIP-Current.pdf>

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

FORA has not yet completed a project description for Eastside Parkway. FORA is considering options. When FORA prepares the EIR, traffic impacts, including potential safety hazards, will be identified and analyzed under the EIR and provided to the public and decision-makers.

14. Where can I find a map of the proposed project?

See the response to FAQ #12. FORA will present maps at the EIR Scoping Meeting anticipated to be in April 2018.

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

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

16. How is the project prioritized in the CIP without an alignment? How do you know how much it costs if you don't know the alignment?

The FORA Administrative Committee recommends CIP transportation improvements' funding priorities to the FORA Board. The FORA Board establishes CIP priorities. The FORA CIP describes the Eastside Parkway improvement as a 2-lane arterial roadway from Eucalyptus Road to Schoonover Drive. This description and cost estimate comes from TAMC's 2005 FORA Fee Reallocation Study (http://fora.org/Reports/FORA_Fee-Reallocation_Study2005.pdf). The cost estimate was developed by professional staff and is generally based on a per mile cost assumption (following industry best practices) for a conceptual 2-lane arterial roadway. The estimated roadway length (identified conceptually in Appendix C of the 2005 study) was multiplied by a cost per mile factor.

17. Why this prioritization?

The FORA Board establishes CIP priorities as set forth in the Fort Ord Reuse Plan (Volume I, DRMP Section 3.11.5.6 on page 202.) They are tasked to complete the FORA CIP. The representatives of this region's leadership serve on the Board to fulfill the vision of reuse and recovery of former Fort Ord. See the response to FAQs #3 and #16 for additional information.

18. Without Goals and Objectives set for this project, how did it rise to the top of the CIP?

Although FORA has not set specific project Goals and Objectives, the Fort Ord Reuse Plan has a Goal in the circulation element which states: *"Create and maintain a balanced transportation system, including pedestrian ways, bikeways, transit, and streets, to provide for the safe and efficient movement of people and goods to and throughout the former Fort Ord."* (pg. 281) Additionally, the circulation element includes multiple objectives:

Objective A, "an efficient regional network of roadways that provides access to the former Fort Ord."

Objective B, "Provide direct and efficient linkages from former Fort Ord lands to the regional transportation system."

Objective C, "Provide a safe and efficient street system at the former Fort Ord."

For additional information, see the responses to FAQs #16 and #17 above.

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

The FORA Board establishes priority for its CIP transportation improvements, including Eastside Parkway. See responses to FAQs #16 and #17.

20. What aren't circulation improvements being considered, such as 2nd Avenue completion, before trying to complete this rather large parkway?

See response to FAQ #16 regarding transportation improvement prioritization process. Other onsite roads yet to be completed include: Abrams Drive, 8th Street, Gigling Road, Salinas Avenue, and South Boundary Road. Offsite roads yet to be completed include: Del Monte extension (aka 2nd Avenue), Davis Road north of Blanco, Davis Road south of Blanco, Widen Reservation Road to 4 lanes to Watkins Gate, and Crescent Avenue extension to Abrams. Regional improvements include Highway 1 in Seaside and Sand City, Highway 1 Monterey Road Interchange, and Highway 156 freeway upgrade.

21. What forms of alternatives are being considered and evaluated, including other methods of transportation, things other than cars?

Completion of FORA's "Fair Share" of transit improvements, listed in FORA's CIP, is a mitigation described in the 1997 Fort Ord Reuse Plan FEIR. CIP Transit improvements include: 1) Transit Vehicle Purchase and Replacement, and 2) Intermodal Centers. See the FY17-18 CIP for more detailed descriptions (<http://www.fora.org/Reports/CIP-Current.pdf>). Additionally, FORA contributed matching funds to TAMC for a CalTrans planning grant, which resulted in a recommended Marina to Salinas multimodal corridor alignment. For Eastside Parkway, FORA will proceed with an environmental review process with public participation, environmental impact analysis and consideration of reasonable and feasible alternatives to the project to reduce environmental impacts, including a "no-project" alternative, and project evaluation.

22. Can there be bus transportation for staff like what Monterey Bay Aquarium and Google use? (I know this is not FORA but industry leadership question).

FORA supports alternative transportation modes, such as employer-sponsored shuttle routes. FORA urges you to take these ideas to the various entities that can initiate them. See the response to FAQ #21 for information about FORA's contributions to transit improvements in the region.

23. The schedule for completion goes until mid-2019. There may be delays. What happens if FORA sunsets on time? Who will build the road, where will the money come from?

FORA is required to complete a Transition Plan before January 2019. The FORA Transition Plan must address remaining CIP obligations, including Eastside Parkway. If FORA dissolves before Eastside Parkway is completed, another local or regional entity would likely be assigned this obligation.

24. How will the secondary roads from the Parkway be expanded, and who is going to pay for that?

As part of the Eastside Parkway EIR, FORA will assess a number of impacts including traffic impacts. Measures will be identified to address potentially significant impacts. Before completing an EIR, any assumptions about specific impacts and mitigations would be speculative.

25. What's going to happen with South Boundary Road, and Highway 218, if you put more people down General Jim Moore Blvd?

As part of the Eastside Parkway EIR, FORA will assess a number of impacts including traffic impacts. Measures will be created to address potentially significant impacts. Before completing an EIR, any assumptions about specific impacts and mitigations would be speculative. The public is referred to the 2017 TAMC Fee Reallocation Study for traffic data as referenced in question #13 through #16.

26. What are you going to do, dump all these people onto Canyon del Rey?

As part of the Eastside Parkway EIR, FORA will assess a number of impacts including traffic impacts. Measures will be created to address potentially significant impacts. Before completing an EIR, any assumptions about specific impacts and mitigations would be speculative. The public is referred to the 2017 TAMC Fee Reallocation Study for traffic data as referenced in question #13 through #16.

27. How does FORA plan to mitigate the intrusion of Eastside Parkway to the natural animal migration? Wildlife corridor?

As part of the Eastside Parkway EIR, FORA will assess a number of impacts including potential impacts to native wildlife and wildlife movement. Measures will be identified to address potentially significant impacts. Before completing an EIR, any assumptions about specific impacts and mitigations would be speculative.

28. Could 68 be made four lanes to alleviate traffic?

To address traffic congestion on Highway 68, TAMC studied Highway 68 capacity improvement alternatives in their State Route 68 Scenic Highway Plan. This plan was completed in August 2017 and is available at the following website: <http://www.tamcmonterey.org/programs/highway-projects/sr-68-scenic-highway-plan/>

29. There are popular trailheads in the area that the Parkway will cross. What will help people cross West to East from trails, including people with strollers, on horseback, and in wheelchairs?

As part of the Eastside Parkway EIR, FORA will assess a number of impacts including recreation impacts. Measures will be identified to address potentially significant impacts. Before completing an EIR, any assumptions about impacts and mitigations would be speculative.

30. How would Eastside Parkway fit in with the Oak Woodlands Conservation Plan, and what have FORA and City of Seaside done around that work?

FORA is considering all reasonable and feasible alignments for Eastside Parkway. Currently, the County of Monterey and City of Seaside are considering various potential oak woodland conservation areas within their former Fort Ord lands to meet Fort Ord Reuse Plan policies and programs. For additional information, please visit the following website: www.oakwoodlands.org. Since FORA will consider a number of potential alignments and alternatives for Eastside Parkway,

there is the potential that one or more alignment options could traverse one of the draft oak woodland conservation areas. At this current draft planning stage, the City of Seaside and County of Monterey's oak woodland conservation planning efforts take into account that potential future road and trail rights of way may reduce the acreage of conserved oak woodland if they overlap. FORA, the City of Seaside, and County of Monterey will continue to coordinate these planning efforts. One effort does not preclude the other.

31. "Seaside East," on roughly 700 acres on the East side of General Jim Moore Blvd., is coming. How will that be developed and does FORA take that development into account in the Eastside Parkway? Or is it just traffic loads ADT today?

The City of Seaside is responsible for Seaside East development, and provides FORA with annual development forecasts for that area. Those forecasts also inform TAMC studies such as the 2017 FORA Fee Reallocation Study (http://fora.org/Reports/FORA_Fee-Reallocation_Study2017.pdf). TAMC's traffic studies utilize the AMBAG regional traffic model to assess 2035 project development (i.e. population and jobs) and the number of trips using the transportation system in 2035. The traffic loads today, measured by ADT, are relevant since they serve as a baseline for future studies. See the response to question #13 for more information about Eastside Parkway traffic impacts and mitigations.

32. How does this solve current traffic issues or resolve current bottlenecks?

Having an additional major route between the Salinas Valley and Monterey Peninsula cities will redistribute vehicle trips among more routes and is likely to result in less congestion during peak hours. TAMC's 2017 FORA Fee Reallocation Study (http://fora.org/Reports/FORA_Fee-Reallocation_Study2017.pdf) examined the levels of service (LOS) for FORA CIP transportation improvements at a base year of 2010 and a future condition of 2035. If the projected population growth in 2035 occurs without FORA's CIP transportation improvements, a number of roadways will have an unacceptable LOS. With FORA's CIP transportation improvements, it is anticipated that the roadways will have an acceptable LOS with future traffic conditions.

33. Do the development and traffic forecasts in the Reuse Plan justify the Parkway now or in the future? If not, what specific projects and traffic forecasts do justify it? And how did it rise to the top of the CIP list?

These questions are similar to question # 16 and question #32. Please see the responses to these questions.

34. How come the Fort Ord BRP adopted in 1997 is still living in '97 concepts? Things have moved on, AMBAG has moved on, has FORA? Growth and economic development changes. How does the BRP reflect new thinking compared to something that was put in writing and tied to property rights and deed restrictions in 1997?

The 1997 Fort Ord Reuse Plan provides for flexibility in meeting mitigations. For example, DRMP section 3.11.5.3(b) states: "FORA will retain the flexibility to build roadway improvements to the "on-site" and "off-site" network... [and] will participate in reimbursement programs to recover expenses beyond Fort Ord's fair share when alternative programs for financing roadway and transit improvements are established." (Fort Ord Reuse Plan Volume I, pg. 195) DRMP Section

3.11.5.3(d) outlines how FORA will work with TAMC to monitor current and projected traffic LOS to “prevent development from exceeding FORA’s LOS standards.” (Fort Ord Reuse Plan Volume I, pg. 195). See the responses to FAQs #3, #5, and #17 for more information on the DRMP as it relates to roadway improvements.

35. Which policies should the alignment defer to, such as “we need to have Oak Woodlands and that we need to have Habitat Management,” that have other objectives?

The 1997 Fort Ord Reuse Plan and its FEIR do not prioritize one mitigation or one policy or program above another. However, as CIP transportation improvements and other projects proceed, multiple policies and programs are taken into account. For example, Reuse Plan policies and programs require establishment of an oak woodland conservation area. Biological Resources Policy B-2 (County of Monterey) states: “as site specific planning proceeds, for...” [certain former Fort Ord polygons,] “the County shall coordinate with the Cities of Seaside and Marina, California State University, FORA, and other interested entities in the designation of an oak woodland conservation area...” The County of Monterey and City of Seaside are currently engaged in this planning process. At this current draft planning stage, their oak woodland conservation planning assumes road and trail rights of way will reduce total oak woodland to be conserved.

Examples of other policies and programs include: Biological Resources Program C-2.3, Streets and Roads Program B-1.2, Pedestrian and Bicycles Policies A-1 and B-1, Recreation Policy A-1, Recreation Policy F-1, Noise Policy A-1, Noise Policy B-9, and Hazardous and Toxic Materials Safety Program B-1.4. This is not a definitive list of policies and programs that have other objectives and will be taken into account as part of the Eastside Parkway CEQA process.

36. What specifically are the traffic problems we are trying to solve? Which of those are existing, which are anticipated in the future? For the ones that are in the future, when are they going to be experienced?

According to some members of the public who have spoken at FORA meetings, there are existing traffic problems on local roadways, including Highway 1, Imjin Parkway, and Highway 68. This traffic congestion exists now and is expected to increase as population continues to grow in the Salinas Valley and the former Fort Ord (to meet reuse plan targets of replacing the Army’s population before base closure). While it cannot be predicted exactly when or with what specific scenario a roadway LOS will reach an unacceptable level, it can be predicted through modeling and other types of analyses that if the entirety of FORA’s CIP transportation improvements are not completed between now and 2035, these thresholds will be surpassed for many roadways. For more information, please see TAMC’s 2017 FORA Fee Reallocation Study: (http://fora.org/Reports/FORA_Fee-Reallocation_Study2017.pdf).

37. What are the CEQA mitigations that are required in the plan?

Completion of FORA’s “Fair Share” of transportation improvements, listed in FORA’s CIP (<http://fora.org/Reports/CIP/CIPReports/CIP2017-18.pdf>) pg. 18, is a mitigation described in the 1997 Fort Ord Reuse Plan FEIR (4.7 Traffic and Circulation).

The FEIR identified the following impact: Increase Travel Demand on Regional Transportation System (pg. 4-108). It also identified the following mitigation for this impact: “A Development and Resource Management Plan (DRMP) to establish programs and monitor development at Fort Ord

to assure that it does not exceed resource constraints posed by transportation facilities and water supply shall be established by FORA.” This is identified in the FEIR as a mitigation on page 4-112.

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

Other mitigations include Land Use Compatibility, Socioeconomic impacts to population, housing, employment, personal income, social services, military retiree benefits, and schools, Geology and Soils impacts including soil, erosion, soil limitations, and agriculture/horticulture, Public Services, Utilities and Water Supply impacts such as wastewater, solid waste, telephone service, gas and electric service, cable television, storm drainage, water distribution, and water supply, Hydrology and Water Quality impacts such as surface water hydrology, ground water hydrology, surface water quality, groundwater quality, Public Health and Safety impacts such as law enforcement, fire protection, emergency medical services, seismic safety, and hazardous materials, Traffic and Circulation, covered above in part, and including transit service, and pedestrian and bicycles networks, Climate and Air Quality impacts, including the topography and meteorology, existing ambient air quality, and health effects of pollutants, Noise, impacts to Biological Resources, including Biological Communities, special status species, and preserves and significant natural areas, impacts to visual Resources, impacts to Cultural Resources, impacts resulting from development of the University of California Monterey Bay Education, Science, and Technology Center (UC MBEST), and Cumulative Impacts. FORA’s CIP shows the remaining impacts that FORA is funding Water Augmentation, Habitat Management, and Transportation/Transit, as well as obligations that are underway.

38. What are the relevant documents that show that by building the Eastside Parkway, CEQA mitigations are addressed?

Please see these studies:

TAMC’s 1997 Fort Ord Transportation Study
(http://fora.org/Reports/1997_Fort_Ord_Transportation_Study.pdf)

TAMC’s 2005 FORA Fee Reallocation Study (http://fora.org/Reports/FORA_Fee-Reallocation_Study2005.pdf)

TAMC’s 2017 FORA Fee Reallocation Study (http://fora.org/Reports/FORA_Fee-Reallocation_Study2017.pdf).

39. What are the CEQA mitigations that when in the BRP was adopted that we’re supposed to be mitigating?

Please see the responses to questions #37 and #38 above.

40. How can I evaluate any alignment that meets those mitigations if I don’t know what they are? Tell me chapter and verse, where are they?

Please see the responses to questions #37 and #38 above.

41. What is the Monterey Peninsula carrying capacity and visitor capacity?

We suggest contacting the Monterey County Convention and Visitors Bureau. The website is <https://www.seemonterey.com>.

42. Is it enough to say, let's just build more housing? (workforce housing)

Historically and currently, morning and evening traffic congestion occurs on roadways connecting the Salinas Valley to cities on Monterey Peninsula. One of the fundamental causes of this is Salinas Valley residents travelling to and from workplaces on the Monterey Peninsula. TAMC monitors regional roadway traffic. (<http://www.tamcmonterey.org/programs/traffic-counts>). See the Highway 68 Scenic Plan for peak hour congestion information (<http://www.tamcmonterey.org/programs/highway-projects/sr-68-scenic-highway-plan/>). Building workforce housing near workplaces on the Peninsula could reduce trips and the stress on our transportation system. FORA requires jurisdictions to submit affordable and workforce housing plans for projects on Fort Ord.

43. On the detailed timeline, it is not clear when and by whom the preferred project will be developed? It is not clear if it will include public input.

As noted in FAQ responses above, including #30, 31, & 32, FORA will first engage a robust public outreach program, establish goals and objectives, analyze reasonable alternatives, and assess impacts. Once the preferred project is selected, a description will be included with the Notice of Preparation, which is scheduled for Spring 2018. FORA has been seeking input on Goals and Objectives to help define the Project Description. There will be opportunities for public comment at each step.

44. Does this road open up our community, in the future, for more major developments, like what we just overcame, the horse track?

FORA is contributing to the region's long-term best interest by ensuring that the transportation network will be functional in the future. The Fort Ord Reuse Plan has goals for economic recovery for the area that include development in a subset of the parcels that were or are to be conveyed to landholding jurisdictions. The decision to develop those parcels and how to develop them lies with the jurisdictions. The jurisdictions' developments have Base Reuse Plan level oversight through FORA, in the form of consistency determinations. For more information on the Consistency Determination process, please see the FORA Master Resolution Chapter 8 (<http://fora.org/Reports/MasterResolution.pdf>).

45. How many cars ride 68, Imjin, single person? How about carpooling and carpool lanes?

TAMC gathers annual jurisdictions' trip counts on a number of roadway facilities. Those trip counts do not track amount of people transported in a single trip (See FAQ #42). The AMBAG regional transportation model includes statistical assumptions about trips accommodated by ridesharing. TAMC's trip count information is available at the following website: <http://www.tamcmonterey.org/programs/traffic-counts>

AMBAG maintained a ridesharing program. It has been transferred to TAMC.

46. For the 2035 anticipated roads, what roads become four lane and what stay two lane? And what's the maximum ADT for a four-lane road?

This is a question of efficiency of intersections, traffic speed, and many other factors. Four-lane roadways are expected to include Reservation Road, Gigling Road, Davis Road, and a portion of Inter-Garrison Road east of CSUMB. Del Monte Boulevard Extension in Marina and Eastside Parkway in Monterey County may connect to four-lane facilities, which may require four-lanes for a portion of those facilities.

FORT ORD REUSE AUTHORITY BOARD REPORT

BUSINESS ITEMS

Subject:	Marina Coast Water District's Draft Initial Study/Negative Declaration for the Ord Community Sphere of Influence Amendment and Annexation	
Meeting Date:	January 12, 2018	INFORMATION/ACTION
Agenda Number:	8e	

RECOMMENDATION(S):

- i. Receive a report on Marina Coast Water District's (MCWD's) Draft Initial Study/Negative Declaration (IS/ND) for the Ord Community Sphere of Influence Amendment and Annexation.
- ii. Provide direction to staff on MCWD's Draft IS/ND.

BACKGROUND/DISCUSSION:

FORA and MCWD entered into a Water and Wastewater Facilities Agreement in 1998 providing for MCWD to purvey water and wastewater services to the former Fort Ord (Ord Community). The Agreement anticipated those services would be provided to all the proposed former Fort Ord recovery area. That agreement established FORA as the political body representing the Ord Community until MCWD completes annexation. Consistent with this underlying agreement, MCWD applied for and received the Water and Wastewater Rights, Systems, and associated properties on the former Fort Ord. MCWD has provided uninterrupted service to the Ord Military Community, California State University Monterey Bay, City of Seaside, City of Marina, and County of Monterey since 1998. During this time, MCWD received, operated, replaced, and installed new infrastructure to serve the Ord Community. In order to do this, MCWD used a number of different financing mechanisms, including, but not limited to loans, bonds, and grants. MCWD has also received funds from FORA's Communities Facilities District for the Regional Urban Water Augmentation Project. On an annual basis, MCWD submits a compensation plan (budget) for FORA Board approval. The 1998 FORA-MCWD Facilities agreement provided for MCWD annexation of the Ord Community prior to FORA dissolution. Over the past decade or more, the FORA Board has requested MCWD to proceed with annexation of the Ord Community.

FORA has played an important role in representing the Ord Community rate payers over the past 20 years. FORA also has an interest in providing water and wastewater service by contract, through the 1998 Facility Agreement and EDC Agreement. The issues that remain are only partially addressed in the Draft Initial Study/Negative Declaration are:

1. Service provision on the former Fort Ord should be equitably extended to portions of the base not currently receiving service, in particular Del Rey Oaks, City of Monterey, and portions of Monterey County.
2. Full annexation of these un-serviced areas should be accomplished through the LAFCO process prior to 2020 and political representation granted to the rate payers in areas that are not yet represented on the MCWD Board.
3. A full EIR on the annexation has been requested by LAFCO and should be accomplished prior to 2020.
4. FORA should be designated a Responsible Party under CEQA for this and any future environmental document and receive timely notice of such actions.
5. These points should be transmitted to MCWD prior to the January 19, 2018 submittal deadline.

On December 20, 2017, MCWD issued their Draft IS/ND. See the MCWD website for the Notice of Availability and IS/ND documents.

www.mcwd.org/governance_annexation.html

MCWD has established January 19th, 2018 as the deadline to submit comments on the IS/ND. Staff requests Board direction.



FISCAL IMPACT:

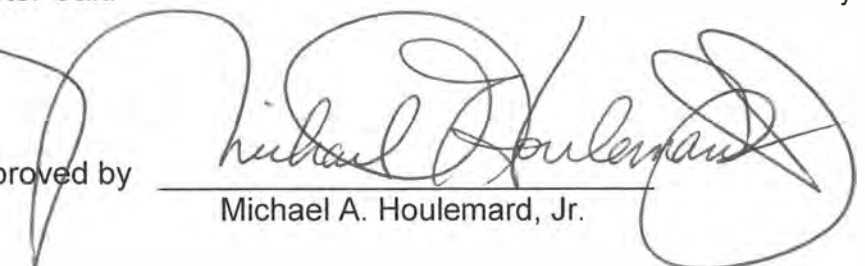
Reviewed by FORA Controller 

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

COORDINATION:

Authority Counsel, Administrative and Executive Committees, Water Wastewater Oversight Committee, Land Use Jurisdictions.

Prepared by  Peter Said Reviewed by  D. Steve Endsley

Approved by  Michael A. Houlemard, Jr.

FORT ORD REUSE AUTHORITY BOARD REPORT

BUSINESS ITEMS

Subject: 2018 Elect Board Officers

Meeting Date: January 12, 2018

Agenda Number: 8f

ACTION

RECOMMENDATION:

1. Receive a report from the 2018 Nominating Committee.
2. Approve Nominating Committee's proposed slate or alternatively seek Board/Public nominations, and the Executive Officer will conduct an election.
3. Provide Direction as to possible adjustments to the selection process.

BACKGROUND/DISCUSSION:

The FORA Master Resolution states that the Board Chair and Vice-Chair shall be elected annually at the end of the first regular Board meeting in January. The Board officers serve for a term of one year and may be reelected for no more than one consecutive, additional term in the same office. Under that policy, the current Board officers are eligible for re-election to their current positions. The Master Resolution also establishes a Board policy of succession from 1st Vice Chair to Chair. The Board may appoint other officers as deemed necessary. The Nominating Committee met on January 3, 2018 and provides the attached Nominating Committee report. (Attachment A)

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

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

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

POTENTIAL FUTURE ACTION: Last year some of the FORA Board members inquired if the Officer and Executive Committee selection process could be revised to consider rotation or other methods of selection. The Executive Committee requested that this issue be included for discussion on this Board report.

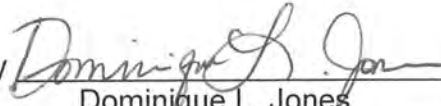
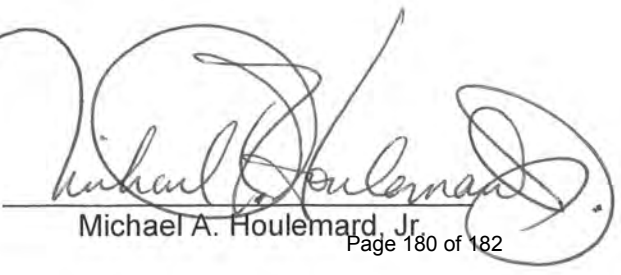
FISCAL IMPACT:

Reviewed by FORA Controller 

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

COORDINATION

Nominating Committee and Executive Committee

Prepared by  Approved by 

Dominique L. Jones

Michael A. Houlemard, Jr.



FORT ORD REUSE AUTHORITY

920 2nd Avenue, Suite A, Marina, CA 93933

Phone: (831) 883-3672 | Fax: (831) 883-3675 | www.fora.org

MEMORANDUM

Attachment A to Item 8f
FORA Board Meeting 1/2/18

TO: FORA Board of Directors
FROM: Ralph Rubio, Chair and Dominique L. Jones, Deputy Clerk
RE: 2018 Nominating Committee Report
DATE: January 12, 2018

The 2018 FORA Nominating Committee met on January 3, 2018.

On January 12, 2018, the Board will consider Item 8f, 2018 Board Officers Election, for Board Chair and Vice Chair positions, including the four additional members of the Executive Committee (EC), which include Past Chair, two Members-at-large, and an Ex-Officio/Non-Voting member.

The Nominating Committee unanimously recommended the following EC slate for Board consideration:

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

FORA VOTING PROCEDURES

Election of Officers and Executive Committee

1. The Executive Officer opens the election by confirming that the Nominating Committee slate and nominations are received.
2. The Board may elect the Chair, Vice-Chair, Past Chair, two “at-large” Executive Committee Members and an Ex Officio Member by a summary nomination, wherein a motion to fill all six positions is made (typically by the Nominating Committee Chair) and seconded, and carries with majority support. The summary nomination may be moved in whole or part by appropriate motion and second.
3. If there is no summary nomination or if the summary nomination fails to receive majority approval, the Executive Officer will request nominations from the other Board members. The order of any outstanding positions not filled by summary nomination and election shall be the Chair, Vice-Chair, Past Chair, at-large positions and finally the Ex Officio Member.
4. The Chair will receive all nominations for a given position and allow nominees to make a short statement before ordering a roll-call vote¹. Each nomination must pass with majority Board approval before the next position is considered. Voting results are announced by the Deputy Clerk. The Executive Officer, as designated FORA Elections Official, will verify and confirm the election.

¹ The Chair may allow public comment on each nomination prior to vote or alternatively, may require all public comments prior to the Board’s consideration of slate nominations for officers and Executive Committee members.