

**MEMORANDUM OF AGREEMENT
REGARDING FUNDING TO BE PROVIDED FOR THE REPAIR OF
STORM WATER INFILTRATION UNITS - EUCALYPTUS ROAD**

This Memorandum of Agreement (“MOA”), is made and entered into effective as of _____, 2020 (the “Effective Date”) by and between the Fort Ord Reuse Authority (“FORA”), a California public agency, and the City of Seaside (the “City”), a California general law city. FORA and the City are sometimes referred to herein in the singular as a “Party” and collectively as the “Parties.”

Recitals

A. FORA’s Capital Improvement Program for fiscal year 2019/2020 includes repair of storm water infiltration units installed within Eucalyptus Road, as more fully described in the draft final plans attached hereto as Exhibit A (the “Repairs”). FORA’s Board of Directors recently approved the amount of One Million One Hundred Twenty Thousand Dollars (\$1,120,000) to cover the currently estimated cost of the Repairs (the “Budgeted Repair Costs”).

B. FORA is scheduled to terminate in accordance with state law on June 30, 2020 (“FORA’s Termination Date”). FORA does not have sufficient time or management resources to successfully execute the completion of the Repairs by FORA’s Termination Date, but the City has such resources and desires to complete the Repairs.

C. As FORA’s Termination Date approaches, it is anticipated that approximately Ten Thousand Five Hundred Thirty Dollars (\$10,530) of the funds originally budgeted in connection with design services during the construction stage of the Repairs (the “Budgeted Construction Related Costs”) will remain unexpended.

D. FORA has now requested that the City undertake the Repairs and the City is willing to do so, each on all of the terms and conditions set forth in this MOA. Accordingly, the Parties now wish to enter into this MOA to provide for the transfer to the City of (i) the Budgeted Repair Costs and (ii) the unexpended portion of the Budgeted Construction Related Costs (but not to exceed Ten Thousand Five Hundred Thirty Dollars (\$10,530) (which collectively with the Budgeted Repair Costs may be referred to herein as the “Transferred Repair Funds”), each for use by the City as funds to carry out the Repairs.

E. Upon the full signing of this MOA, the City will carry out the Repairs in compliance with applicable law, including by acting as lead agency if and to the extent that a lead agency for the Repairs may be required under the California Environmental Quality Act.

Agreement

In consideration of the mutual terms, covenants and conditions contained herein the Parties agree as follows:

1. **Recitals.** The Recitals set forth above are to the best of the knowledge of the Parties true and correct and are incorporated into this MOA by this reference.

2. **FORA's Obligations.** Within seven (7) calendar days of the full signing of this MOA, FORA will transfer and pay to the order of the City, and the City agrees to accept from FORA, the Transferred Repair Funds, in full satisfaction of any obligation of FORA to provide funding to complete the Repairs.

3. **City's Obligations.** The City will use the Transferred Repair Funds to promptly complete the Repairs on Eucalyptus Road Infiltrators, which will ultimately become the property of the City. The City will enter into agreements for the completion of the Repairs (which agreements shall include requirements to pay prevailing wages in accordance with state law and the FORA Master Resolution), will have final approval of all contractors or consultants, designs and methods employed in making the Repairs, and will be responsible for paying all costs as well as retaining any cost savings. The City shall timely and fully carry out all responsibilities, if any, as lead agency for the Repairs.

4. **Notification to State Clearinghouse.** Promptly following the full signing of this MOA, the Parties shall cooperate in providing appropriate notification to the California Office of Planning and Research's State Clearinghouse that FORA is not the lead agency for the Repairs and that, to the extent that a lead agency for the Repairs may be required under applicable law, the City has assumed that role.

5. **Term.** The term of this MOA shall begin on the Effective Date and continue until FORA's Termination Date, unless terminated earlier as provided herein; provided, however, that the City's obligations to complete the Repairs in accordance with the terms of this MOA shall remain in full force and effect until final completion of the Repairs, as evidenced by the recording of a Notice of Completion in the Official Records of Monterey County.

6. **Accounting and Records.** FORA (until FORA's Termination Date) and the City shall each maintain and account for the funds related to the Repairs. Attached as Exhibit B is a list of the documents relating to the Repairs of which the City has already been provided electronic copies. Promptly following the full signing of this MOA, FORA will exercise good faith and commercially reasonable efforts to provide the City with copies of available and appropriate records pertaining to the Repairs which have reasonably been requested by the City in writing.

7. **Parties' Representatives.** All work under this MOA shall be coordinated between the Parties through the City's Manager and FORA's Executive Officer.

8. **Reserved.**

9. **Indemnification.** Each party shall indemnify, defend, protect, hold harmless, and release the other, its officers, agents, and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees) arising from or in connection with, or caused by any act, omission, or negligence of such indemnifying party or its agents, employees, contractors, subcontractors, or invitees.

10. **Termination.** If through any cause either Party fails to fulfill in a timely and proper manner its obligations under this MOA, or violates any of the terms or conditions of this MOA or applicable Federal or State laws and regulations, the non-breaching Party may terminate this MOA

upon seven (7) calendar days written notice to the breaching Party. In the event that the Repairs have not been completed within ten (10) years after the Effective Date of this MOA, then any funds remaining unexpended as of that date shall be distributed as follows: Twenty percent (20%) may be retained by the City and twenty percent (20%) shall be distributed to each of the County of Monterey and the Cities of Del Rey Oaks, Marina, and Monterey.

11. **Applicable Law.** This MOA shall be construed and interpreted under the laws of the State of California.

12. **Severability.** In the event any part of this MOA is declared by a court of competent jurisdiction to be invalid, void or unenforceable, such part shall be deemed severed from the remainder of the MOA and the remaining provisions shall continue in full force without being impaired or invalidated in any way.

13. **Assignment.** Neither Party may assign this MOA or any part hereof, without written consent and prior approval of the other Party and any assignment without said consent shall be void and unenforceable.

14. **Amendment.** No amendment, modification, alteration or variation of the terms of this MOA shall be valid unless made in writing and signed by authorized representatives for the Parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the Parties thereto.

15. **Time of the Essence.** Time is of the essence for each and every provision of this MOA.

16. **Notices.** Any notice required or permitted under this MOA, shall be in writing and shall be deemed served on the date personally delivered or three (3) business days after being sent by certified mail, return receipt requested, addressed as follows, unless otherwise notified in writing of a change of address:

To the City: City Manager
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

w/ Email copy to cityattorney@ci.seaside.ca.us

To FORA: Executive Officer
Fort Ord Reuse Authority
920 2nd Avenue, Suite A
Marina, CA 93933

17. **Authority.** Each Party represents and warrants to the other Party that it is authorized to execute, deliver and perform this MOA, and the terms and conditions hereof are valid and binding obligations of the Party making this representation.

18. **Compliance with Laws.** The Parties agree to comply with all applicable local, state and federal laws and regulations. The City further agrees to comply with all applicable public works contracting requirements.

19. **Venue.** Both Parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that the venue of any action brought thereunder shall be Monterey County, California.

20. **Survival.** All rights and obligations hereunder that by their nature are to be performed after any expiration or termination of this MOA shall survive any such expiration or termination.

21. **Relationship of the Parties.** It is understood that this MOA is entered into by and between two public entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture, or any other similar association.

22. **Third-Party Beneficiaries.** In order to provide a mechanism for enforcement of the City's obligations under this MOA after FORA's Termination Date, the County of Monterey is hereby made an intended third-party beneficiary of this MOA until recordation of the Notice of Completion referred to in Paragraph 5 hereinabove.

23. **Reserved.**

24. **Interpretation.** This MOA, as well as its individual provisions, shall be deemed to have been prepared equally by both of the Parties hereto, and shall not be construed or interpreted more favorably for one Party on the basis that the other Party prepared it.

25. **Counterparts.** This MOA may be signed in counterparts, each of which shall constitute an original, but all of which shall constitute one and the same agreement. The signature page of this MOA or any Amendment may be executed by way of a manual or authorized signature. Delivery of an executed counterpart of a signature page to this MOA or an Amendment by electronic transmission scanned pages shall be deemed effective as a delivery of a manually or digitally executed counterpart to this MOA or any Amendment.

26. **Reserved.**

27. **Entire Agreement.** This MOA contains the entire understanding between the Parties and supersedes any prior written or oral understandings and agreements regarding the subject matter of this MOA. There are no representations, agreements, arrangements or understandings, or written, between the Parties relating to the subject matter of this MOA which are not fully expressed herein.

[signatures appear on following page(s)]

The Parties have executed this MOA on the date(s) written below:

FORT ORD REUSE AUTHORITY

CITY OF MARINA

Joshua Metz
Executive Officer

Craig Malin
City Manager

Date: _____

Date: _____

ATTEST:

Clerk of the Board

City Clerk

APPROVED AS TO FORM:

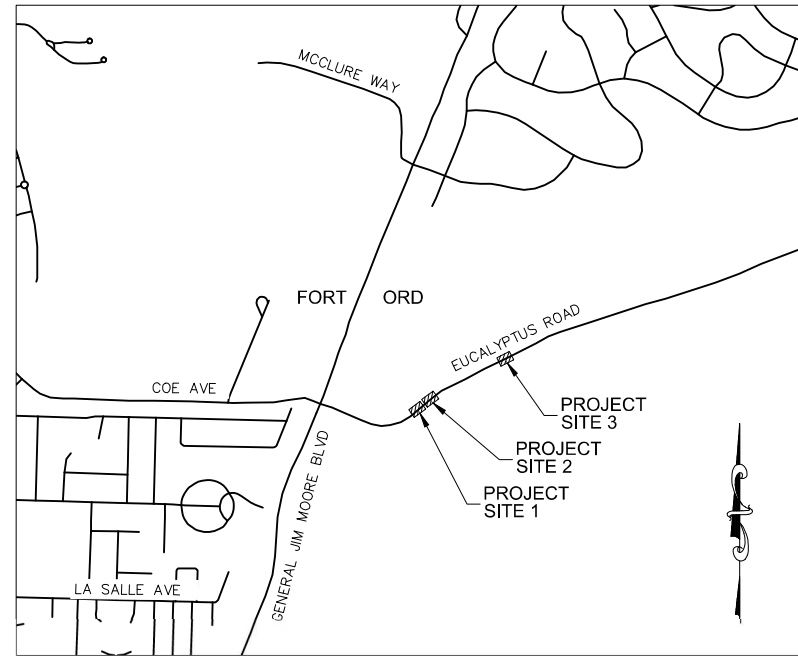
Jon Giffen
Authority Counsel

Sheri Damon
City Attorney

FORT ORD REUSE AUTHORITY EUCALYPTUS ROAD INFILTRATION UNIT REPAIRS

CITY OF SEASIDE, MONTEREY COUNTY, CALIFORNIA

EXHIBIT A to MOA
Regarding Funding to be
Provided for the Repair of
Storm Water Infiltration
Units - Eucalyptus Road



LOCATION MAP
NOT TO SCALE

PROJECT CONTACT INFORMATION

OWNER:
SCOTT OTTMAR, PE
CITY OF SEASIDE
PHONE: (831) 899-6885
EMAIL: SOTTMAR@CI.SEASIDE.CA.US

CIVIL ENGINEER:
DAVID PEZZINI, PE
HARRIS & ASSOCIATES
PHONE: (831) 256-7620
EMAIL: DAVID.PEZZINI@WEAREHARRIS.COM

PROJECT MANAGER:
PETER SAID
FORT ORD REUSE AUTHORITY
PHONE: (831) 883-3672
EMAIL: PETER@FORA.ORG

CONSTRUCTION MANAGER:
DANA VAN HORN, PE
HARRIS & ASSOCIATES
PHONE: (831) 789-8670
EMAIL: DANA.VANHORN@WEAREHARRIS.COM

INDEX OF DRAWINGS

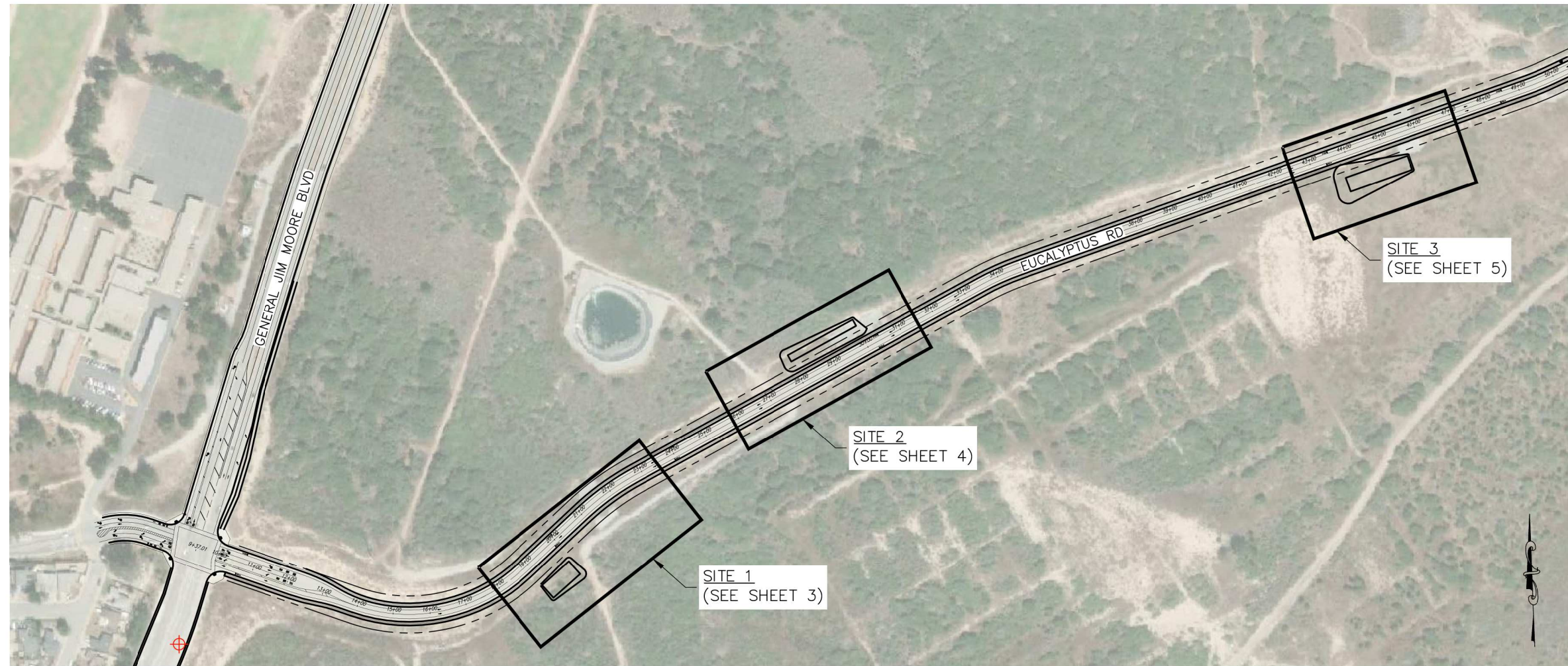
SHEET #	DRAWING #	DESCRIPTION
1	T-01	TITLE SHEET
2	N-01	NOTES AND ABBREVIATIONS
3	C-01	SITE 1 - PLAN AND PROFILE
4	C-02	SITE 2 - PLAN AND PROFILE
5	C-03	SITE 3 - PLAN AND PROFILE
6	CD-01	BIORETENTION BASIN CROSS SECTIONS
7	CD-02	CONSTRUCTION DETAILS
8	CD-03	STORMTECH MC-4500 DETAILS
9	EC-01	EROSION CONTROL PLAN

BENCHMARK

⊕ A MAGNETIC AND BRASS WASHER STAMPED "BESTOR ENGINEERS" SET IN THE EASTERN PAVED SHOULDER OF GENERAL JIM MOORE BLVD. APPROXIMATELY 260' SOUTHERLY OF THE CENTERLINE OF EUCALYPTUS ROAD. ELEVATION: 332.31 (NGVD29)

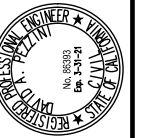
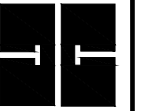
STANDARD PLANS

STATE OF CALIFORNIA, STANDARD PLANS FOR CONSTRUCTION, 2018 ISSUED BY CALIFORNIA DEPARTMENT OF TRANSPORTATION.



VICINITY MAP
NOT TO SCALE

HARRIS & ASSOCIATES
450 Lincoln Avenue, Suite 103 Salinas, CA 93901
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**EUCALYPTUS ROAD INFILTRATION
UNIT REPAIRS
TITLE SHEET**
CITY OF SEASIDE MONTEREY COUNTY CALIFORNIA

Date	No.	Revisions
1/24/2020	AS SHOWN	
	DP	
	HW	

DRAWING NUMBER:
T-01
SHEET NUMBER:
1 OF 9

ENGINEERING ESTIMATES & FEASIBILITY IN PREPARATION FOR PROCUREMENT OF A POTENTIAL CONSTRUCTION CONTRACT: DOCUMENT EXEMPT FROM PUBLIC DISCLOSE UNTIL CONTRACT IS FULLY OBTAINED.

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Know what's below.
Call before you dig.

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I. GENERAL NOTES

- 1. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS AND THESE PLANS.
2. THE CONTRACTOR SHALL GIVE INSPECTORS, FIVE (5) WORKING DAYS ADVANCE NOTICE FOR INSPECTION SERVICES.
3. ALL REVISIONS TO THESE PLANS MUST BE REVIEWED AND APPROVED IN WRITING BY THE DESIGN ENGINEER PRIOR TO CONSTRUCTION OF AFFECTED ITEMS, REVISIONS SHALL BE ACCURATELY SHOWN ON REVISED PLANS.
...
20. THE STORING OF GOODS, EQUIPMENT AND/OR MATERIALS ON THE PUBLIC

SIDEWALK AND/OR A PUBLIC STREET SHALL NOT BE ALLOWED UNLESS A SPECIAL PERMIT IS ISSUED BY FORA OR FORA'S REPRESENTATIVE.

- 21. THE CONTRACTOR SHALL OBTAIN ALL REQUIRED INSPECTION AND PERMITS, AND PROVIDE NOTICES REQUIRED BY THE CITY.

II. EXISTING CONDITIONS

- 1. EXISTING TOPOGRAPHIC INFORMATION SHOWN ON THESE PLANS IS BASED ON RECORD DOCUMENTS, AERIAL PHOTOGRAPHY, AND SUPPLEMENTAL TOPOGRAPHY BY WHITSON ENGINEERS.
2. CONTRACTOR SHALL REVIEW THE PLANS AND SPECIFICATIONS AND CONDUCT FIELD INVESTIGATIONS AS REQUIRED TO VERIFY EXISTING CONDITIONS AT THE PROJECT SITE.
...
7. MUNITIONS AND EXPLOSIVES OF CONCERN (MEC) MAY BE OBSERVED AT THE WORK SITE DURING CONSTRUCTION OPERATIONS.

III. UTILITIES

- 1. CONTRACTOR SHALL MAKE ARRANGEMENTS AT LEAST THREE (3) WORKING DAYS IN ADVANCE WITH APPROPRIATE UTILITY COMPANIES PRIOR TO ANY DISCONNECTION, ABANDONMENT OF, OR WORK WITH THE LINES AND APPURTENANT STRUCTURES OF THE UTILITIES LISTED BELOW.
STORM DRAIN - CITY OF SEASIDE
SANITARY SEWER - MCWD
WATER - MCWD
ELECTRICAL - PG&E
TELEPHONE - AT&T
GAS - PG&E

IV. ABANDONMENT OF EX UTILITY PIPES AND/OR CONDUITS

- 1. EXISTING UTILITY PIPES AND/OR CONDUIT TO BE CAPPED AND ABANDONED IN PLACE WHERE NOTED.
2. ABANDON EXISTING INFILTRATION UNITS BY FILLING IN WITH A MIXTURE OF 3-SACK CEMENT AND APPROVED EXCAVATED MATERIAL FROM THE NEAREST BIORETENTION BASIN AREA.

V. SEDIMENTATION AND POLLUTION CONTROL

- 1. CONTRACTOR SHALL FOLLOW ALL REQUIREMENTS OF THE PROJECT STORM WATER POLLUTION PREVENTION PLAN (SWPPP), WASTE DISCHARGER IDENTIFICATION (WDID) NUMBER 3 27C361618, APPROVED ON AUGUST 05, 2011.
2. CONTRACTOR SHALL HIRE A QUALIFIED SWPPP PRACTITIONER (QSP) TO IMPLEMENT ALL PHASES OF THE PROJECT UNDER THE SWPPP INCLUDING, BUT NOT LIMITED TO, UPDATING THE SWPPP AS NECESSARY, SUBMITTING THE NOTICE OF INTENT (NOI), NOTICE OF TERMINATION (NOT), SAMPLING AND MONITORING, AND REPORTING MONITORING REPORTS TO THE REGIONAL WATER QUALITY CONTROL BOARD. PROVIDE QSP CERTIFICATE TO FORA.
...
5. ALL FINES IMPOSED AND REPAIRS REQUIRED FOR NOT FOLLOWING THE SWPPP SHALL BE PAID BY THIS CONTRACTOR.

VI. RECORD DRAWINGS

- 1. THE RECORD DRAWING SHALL BE "REDLINED" ON A SET OF CONSTRUCTION PRINTS AND INDICATE THE FOLLOWING:
a. IDENTIFY LOCATION, SIZE, MATERIAL AND TYPE OF UTILITY THAT WAS ABANDONED OR LEFT IN PLACE AND THE CONDITION THEREOF.
b. NOTE THE LOCATION AND ELEVATION (OR APPROXIMATE DEPTH RELATIVE TO FINISH GRADE) OF ANY EXISTING UTILITIES.

- 2. CONTRACTOR SHALL DELIVER REDLINED PRINTS TO THE DESIGN ENGINEER WITH A COPY TO FORA.
3. THE DESIGN ENGINEER INCORPORATES CONTRACTOR'S INFORMATION INTO RECORD DRAWINGS AND SUBMITS THEM TO FORA.

VII. STATEMENT OF RESPONSIBILITY

- 1. CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY FORA & ITS REPRESENTATIVES AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE DESIGN PROFESSIONAL.
2. CONTRACTOR SHALL COMPLY WITH ALL STATE, COUNTY AND CITY LAWS AND ORDINANCES; AND REGULATIONS OF THE DEPARTMENT OF INDUSTRIAL RELATIONS, O.S.H.A. AND INDUSTRIAL ACCIDENT COMMISSION RELATING TO SAFETY AND CHARACTER OF WORK EQUIPMENT AND LABOR PERSONNEL.

VIII. UNAUTHORIZED CHANGES AND USES

- 1. THE DESIGN ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO THESE PLANS. ALL CHANGES TO THE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARER OF THESE PLANS.

IX. PROJECT NOTES

- 1. CONTRACTOR SHALL SECURE ENTRY GATE AT EUCALYPTUS ROAD AND GENERAL JIM MOORE BLVD AT ALL TIMES. KEEP THE ACCESS IN FRONT OF THE GATE OPEN FOR EMERGENCY VEHICLES.
2. EUCALYPTUS ROAD IS CURRENTLY CLOSED TO THE PUBLIC VEHICULAR TRAFFIC BUT PEDESTRIANS AND BICYCLISTS USE THE ROAD. CONTRACTOR SHALL KEEP ROADWAY CLEAR OF DEBRIS AND OTHER HAZARDS TO PEDESTRIANS AND BICYCLISTS.
3. STAGING AREA IS LIMITED TO 150 FEET FROM EDGE OF EUCALYPTUS ROAD TO THE UNPAVED AREAS. NO MORE THAN 1/2 OF EUCALYPTUS ROAD CAN BE USED AS A STAGING AREA. STAGING AREA IS LIMITED TO 20 FEET EAST AND WEST OF THE FINAL GRADES NOTED ON THE DRAWINGS.

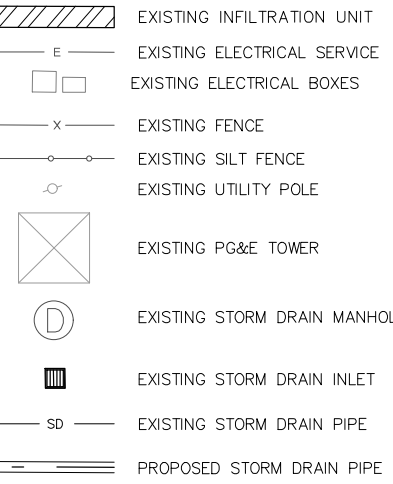
X. SOIL MANAGEMENT

- 1. PROJECT MUST COMPLY WITH THE CITY OF SEASIDE MUNICIPAL CODE CHAPTER 15.34 "DIGGING AND EXCAVATION ON THE FORMER FORT ORD". THE PROGRAMMATIC ON-CALL CONSTRUCTION SUPPORT PLAN (CSP), ROADWAYS AND UTILITIES, SEASIDE MUNITIONS RESPONSE AREA (11/05/19), OR UPDATED VERSION THEREOF, IS INTENDED TO SUPPORT SEASIDE'S DIGGING AND EXCAVATION ORDINANCE CONSTRUCTION SUPPORT REQUIREMENTS FOR INTRUSIVE ACTIVITIES RELATED TO ROADWAY AND UTILITY PROJECTS TO ENSURE EACH EVENT DISTURBING 10 CUBIC YARDS OR MORE OF SOIL IS (1) COORDINATED WITH A UNEXPLODED ORDNANCE (UXO) SUPPORT CONTRACTOR, AS REQUIRED, AND (2) IN ACCORDANCE WITH RIGHT-OF-ENTRY AGREEMENTS, RIGHT-OF-WAY AGREEMENTS, PROPERTY DEEDS, AND CITY OF SEASIDE COVENANT TO RESTRICT USE OF PROPERTY (CRUP). ALL REQUIREMENTS AND REPORTING AS DEFINED IN THE PROGRAMMATIC ON-CALL CSP MUST BE COMPLIED WITH DURING ALL STAGES OF CONSTRUCTION.

ABBREVIATIONS

Table with 4 columns: Abbreviation, Description, Abbreviation, Description. Includes entries like AB AGGREGATE BASE, AC ASPHALT CONCRETE, ADA AMERICANS WITH DISABILITIES ACT, etc.

LEGEND



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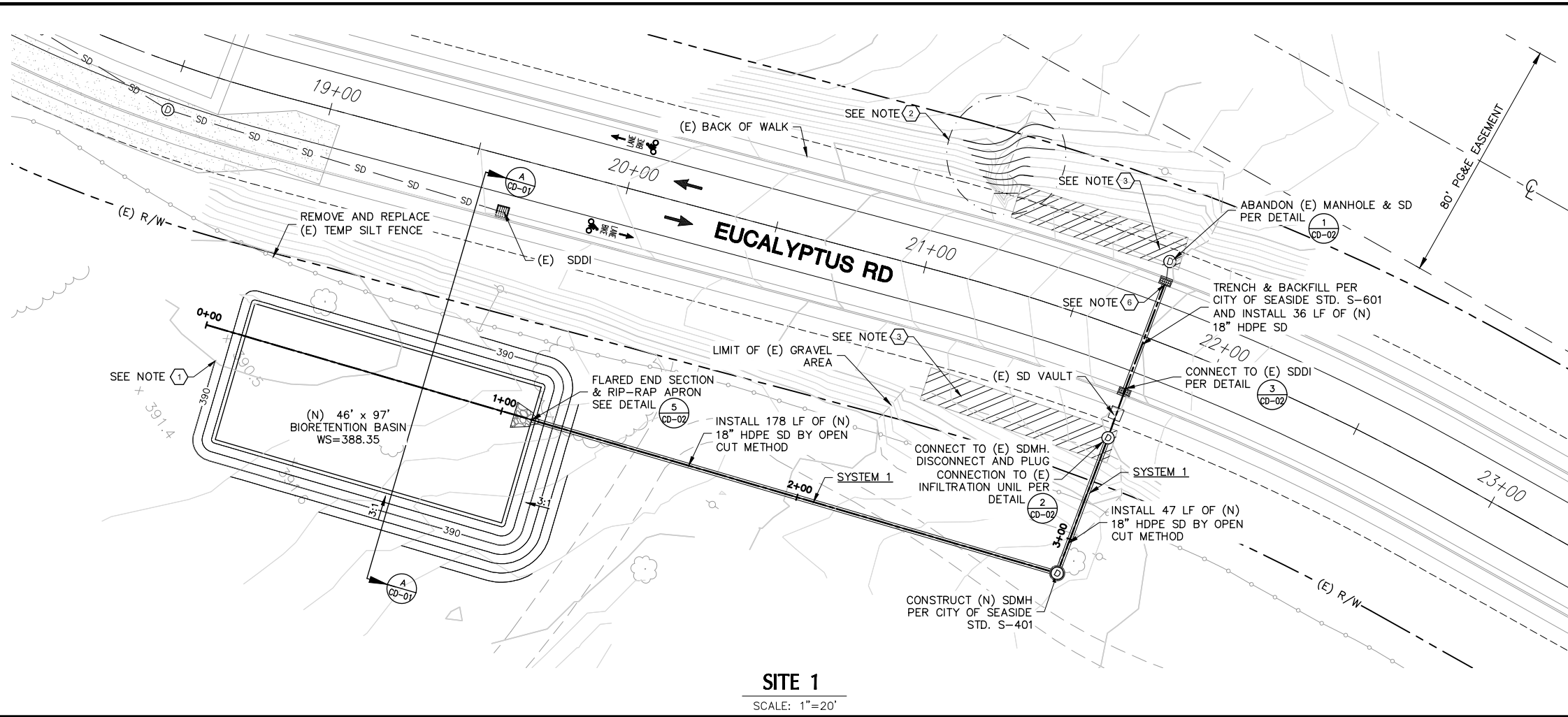
EUCALYPTUS ROAD INFILTRATION UNIT REPAIRS
NOTES AND ABBREVIATIONS
CITY OF SEASIDE MONTEREY COUNTY CALIFORNIA

Table with 2 columns: No., Revisions. Includes a table for drawing information: Date: 1/24/2020, Scale: NOT TO SCALE, Design: DP, Drawn: HW, Approved: [blank], Job No: 1601201003.

DRAWING NUMBER: N-01
SHEET NUMBER: 2 OF 9

ENGINEERING ESTIMATES & FEASIBILITY IN PREPARATION FOR PROCUREMENT OF A POTENTIAL CONSTRUCTION CONTRACT: DOCUMENT EXEMPT FROM PUBLIC DISCLOSE UNTIL CONTRACT IS FULLY OBTAINED.

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SITE 1
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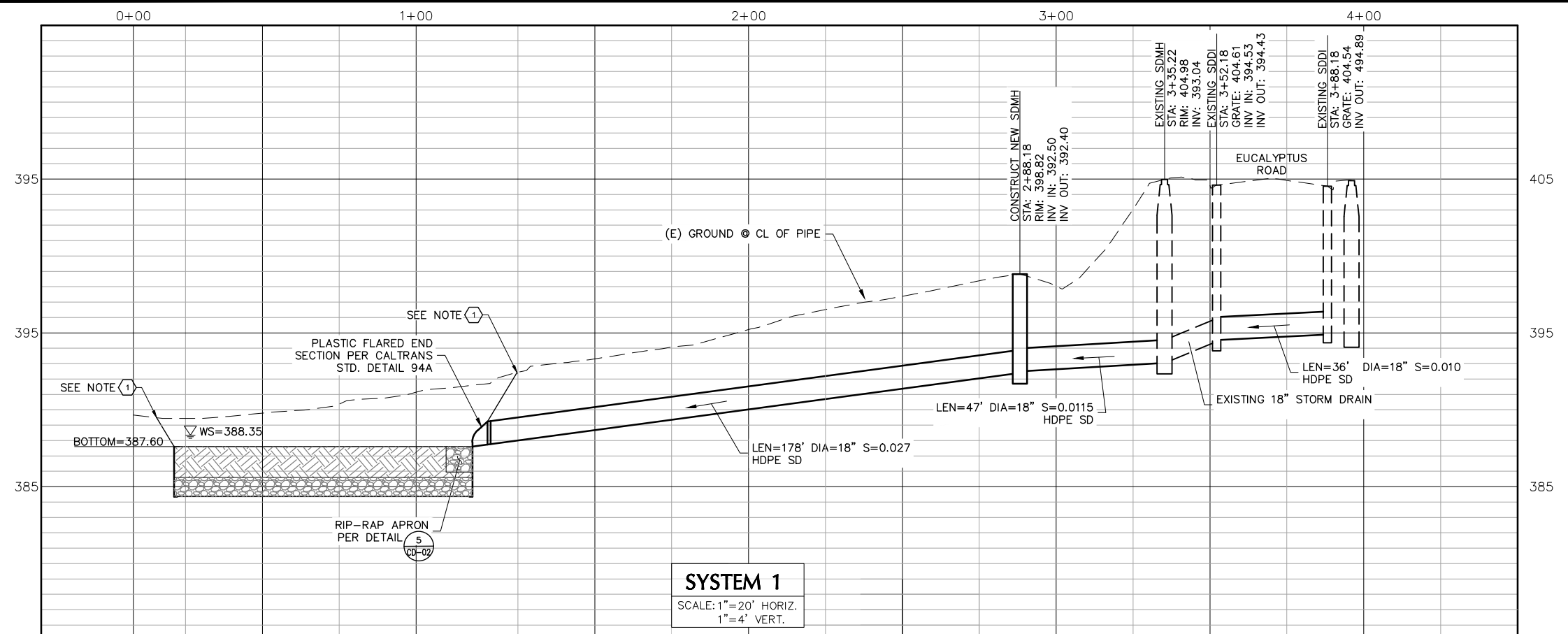
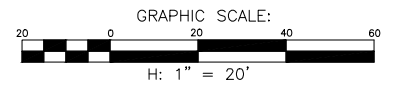
CONSTRUCTION NOTES:

- 1 LIMIT OF WORK. GRADE TO MATCH EXISTING GROUND
- 2 REPAIR ERODED AREA BY FILLING WITH SOIL, COMPACTED TO 90% RELATIVE COMPACTION. SLOPE SHALL BE 3:1 MIN.
- 3 ABANDON EXISTING INFILTRATION UNITS BY FILLING THE UNITS WITH A 3-SACK SAND-CEMENT SLURRY. EXCAVATED MATERIAL MAY BE USED WITH WRITTEN APPROVAL OF THE CITY ENGINEER.
- 4 CAUTION: OVERHEAD LINES
- 5 REMOVE EXISTING VEGETATION AND DISC GROUND PRIOR TO GRADING.
- 6 DISCONNECT AND PLUG EXISTING STORM DRAIN CONNECTION AND CONNECT NEW STORM DRAIN PER DETAIL

DIRT QUANTITIES:

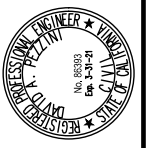
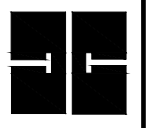
CUT = 820 CY
FILL = 0 CY

ENGINEERING ESTIMATES & FEASIBILITY IN PREPARATION FOR PROCUREMENT OF A POTENTIAL CONSTRUCTION CONTRACT. DOCUMENT EXEMPT FROM PUBLIC DISCLOSE UNTIL CONTRACT IS FULLY OBTAINED.



SYSTEM 1
SCALE: 1"=20' HORIZ.
1"=4' VERT.

HARRIS & ASSOCIATES
450 Lincoln Avenue, Suite 103 Salinas, CA 93901



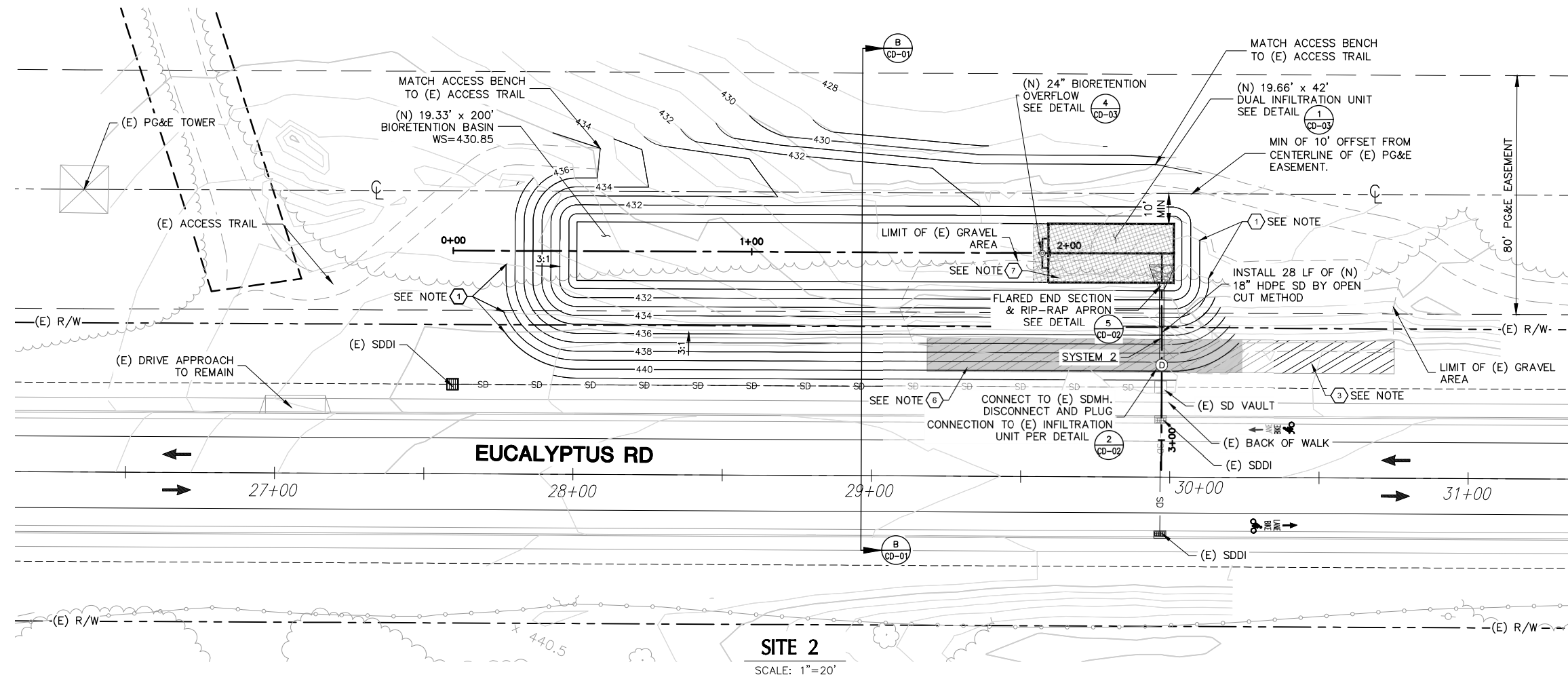
EUCALYPTUS ROAD INFILTRATION UNIT REPAIRS
SITE 1 - PLAN AND PROFILE
 CITY OF SEASIDE MONTEREY COUNTY CALIFORNIA

Revisions	
No.	Description

Date: 1/24/2020
 Scale: 1"=20'
 Design: DP
 Drawn: HW
 Approved: [Signature]
 Job No: 1601201003

DRAWING NUMBER:
C-01
 SHEET NUMBER:
3 OF 9

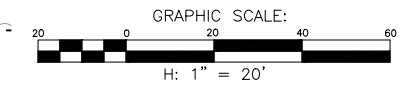
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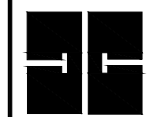
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 - 3 ABANDON EXISTING INFILTRATION UNITS BY FILLING THE UNITS WITH A SAND SLURRY. EXCAVATED MATERIAL MAY BE WITH A MIXTURE OF 3-SACK CEMENT IS ALLOWED WITH WRITTEN APPROVAL OF THE CITY ENGINEER.
 - 4 CAUTION: OVERHEAD LINES
 - 5 REMOVE EXISTING VEGETATION AND DISC GROUND PRIOR TO GRADING.
 - 6 REMOVE (E) INFILTRATION UNIT AS NECESSARY FOR GRADING OF BASIN. CONTRACTOR SHALL PROVIDE A MINIMUM OF 3' OF COVER OVER EXISTING INFILTRATION UNITS TO ALLOW FOR INFILTRATION UNIT ABANDONMENT.
 - 7 DO NOT DRIVE ON THE AREA OVER PROPOSED INFILTRATION UNITS.

DIRT QUANTITIES:
 CUT = 1,070 CY
 FILL = 152 CY

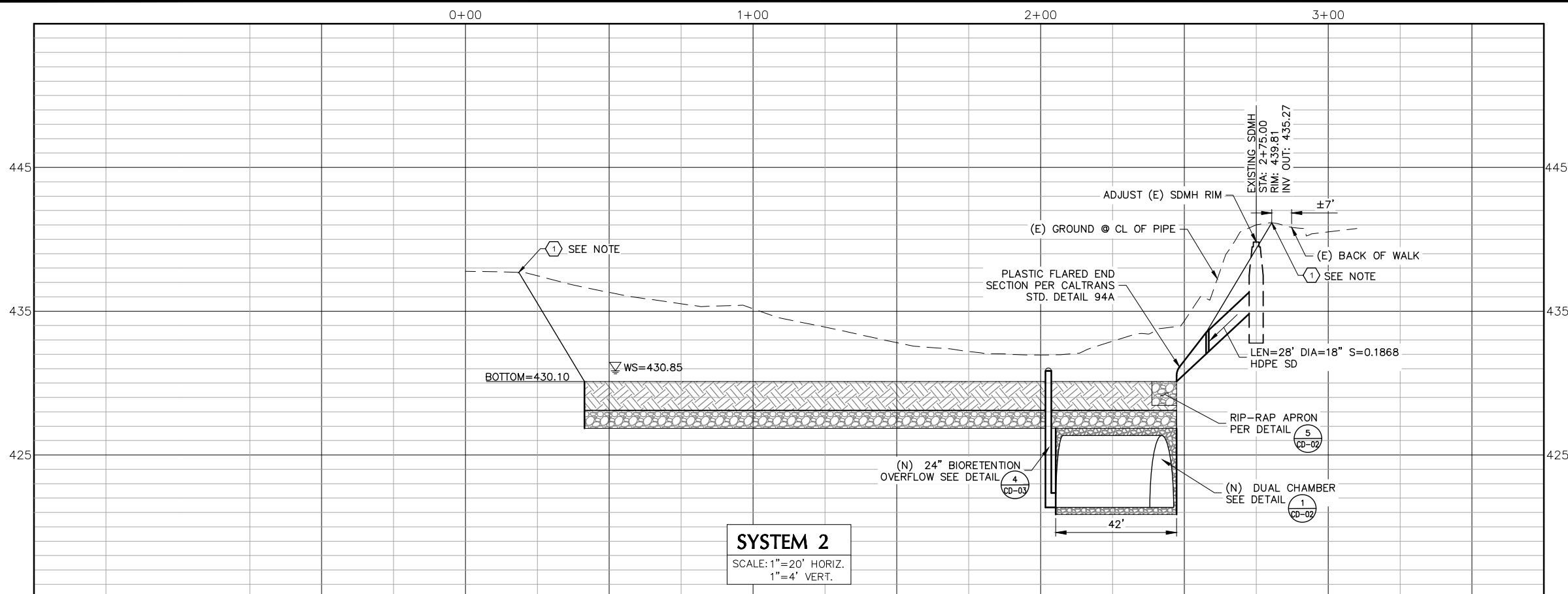
ENGINEERING ESTIMATES & FEASIBILITY IN PREPARATION FOR PROCUREMENT OF A POTENTIAL CONSTRUCTION CONTRACT. DOCUMENT EXEMPT FROM PUBLIC DISCLOSE UNTIL CONTRACT IS FULLY OBTAINED.



HARRIS & ASSOCIATES
 450 Lincoln Avenue, Suite 103 Salinas, CA 93901



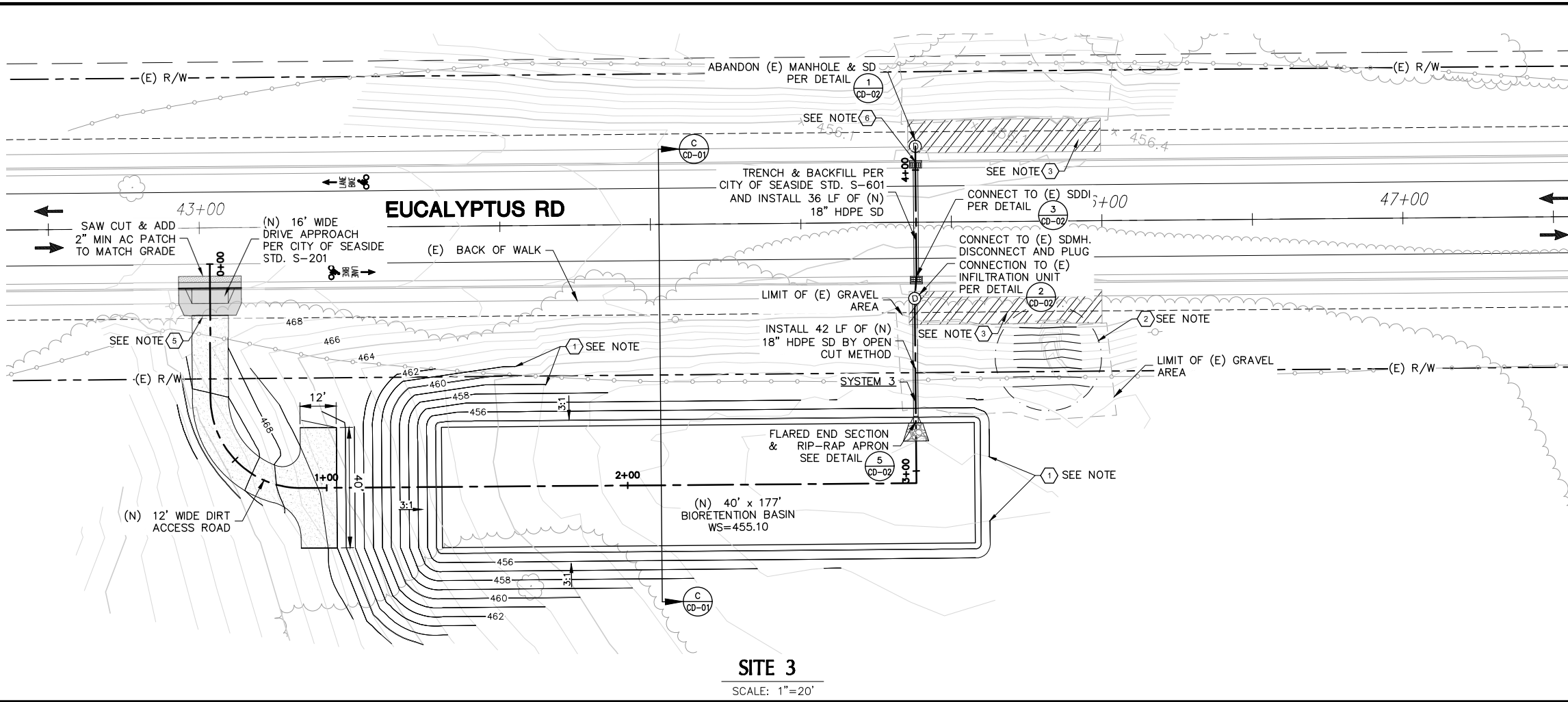
EUCALYPTUS ROAD INFILTRATION UNIT REPAIRS
SITE 2 - PLAN AND PROFILE
 CITY OF SEASIDE MONTEREY COUNTY CALIFORNIA



SYSTEM 2
 SCALE: 1"=20' HORIZ.
 1"=4' VERT.

Revisions	No.	Date	Scale	Design	Drawn	Approved	Job No.
		1/24/2020	1"=20'	DP	HW		1601201003

DRAWING NUMBER: **C-02**
 SHEET NUMBER: **4 OF 9**



SITE 3
SCALE: 1"=20'

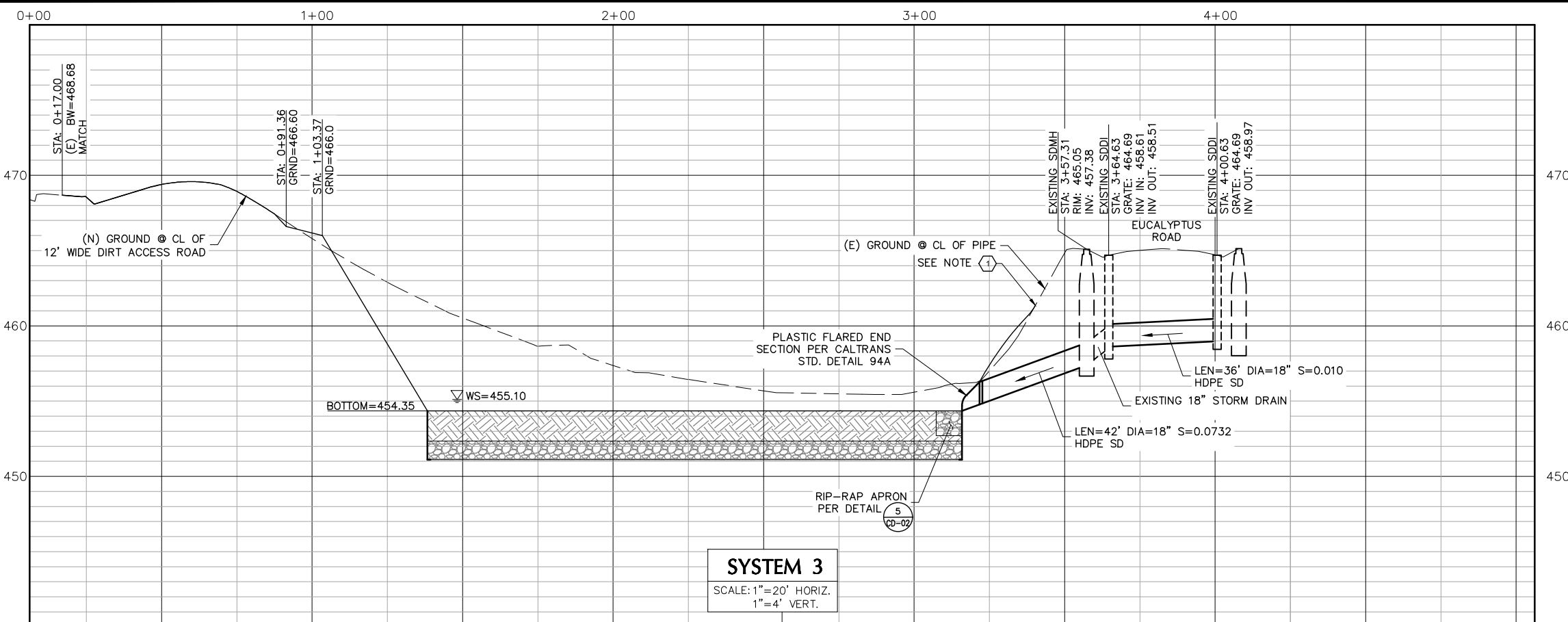
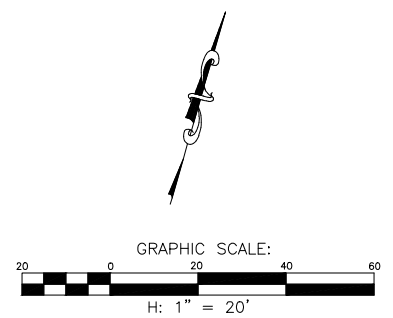
CONSTRUCTION NOTES:

- 1 LIMIT OF WORK. GRADE TO MATCH EXISTING GROUND
- 2 REPAIR ERODED AREA BY FILLING WITH SOIL, COMPACTED TO 90% RELATIVE COMPACTION. SLOPE SHALL BE 3:1 MIN.
- 3 ABANDON EXISTING INFILTRATION UNITS BY FILLING THE UNITS WITH A SAND SLURRY. EXCAVATED MATERIAL MAY BE WITH A MIXTURE OF 3-SACK CEMENT IS ALLOWED WITH WRITTEN APPROVAL OF THE CITY ENGINEER.
- 4 CAUTION: OVERHEAD LINES
- 5 REMOVE EXISTING VEGETATION AND DISC GROUND PRIOR TO GRADING.
- 6 DISCONNECT AND PLUG EXISTING STORM DRAIN CONNECTION AND CONNECT NEW STORM DRAIN PER DETAIL

DIRT QUANTITIES:

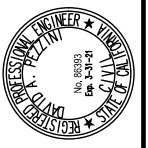
CUT = 1,427 CY
FILL = 22 CY

ENGINEERING ESTIMATES & FEASIBILITY IN PREPARATION FOR PROCUREMENT OF A POTENTIAL CONSTRUCTION CONTRACT. DOCUMENT EXEMPT FROM PUBLIC DISCLOSE UNTIL CONTRACT IS FULLY OBTAINED.



SYSTEM 3
SCALE: 1"=20' HORIZ.
1"=4' VERT.

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EUCALYPTUS ROAD INFILTRATION UNIT REPAIRS
SITE 3 - PLAN AND PROFILE
CITY OF SEASIDE MONTEREY COUNTY CALIFORNIA

Revisions	No.	Date	By	Check

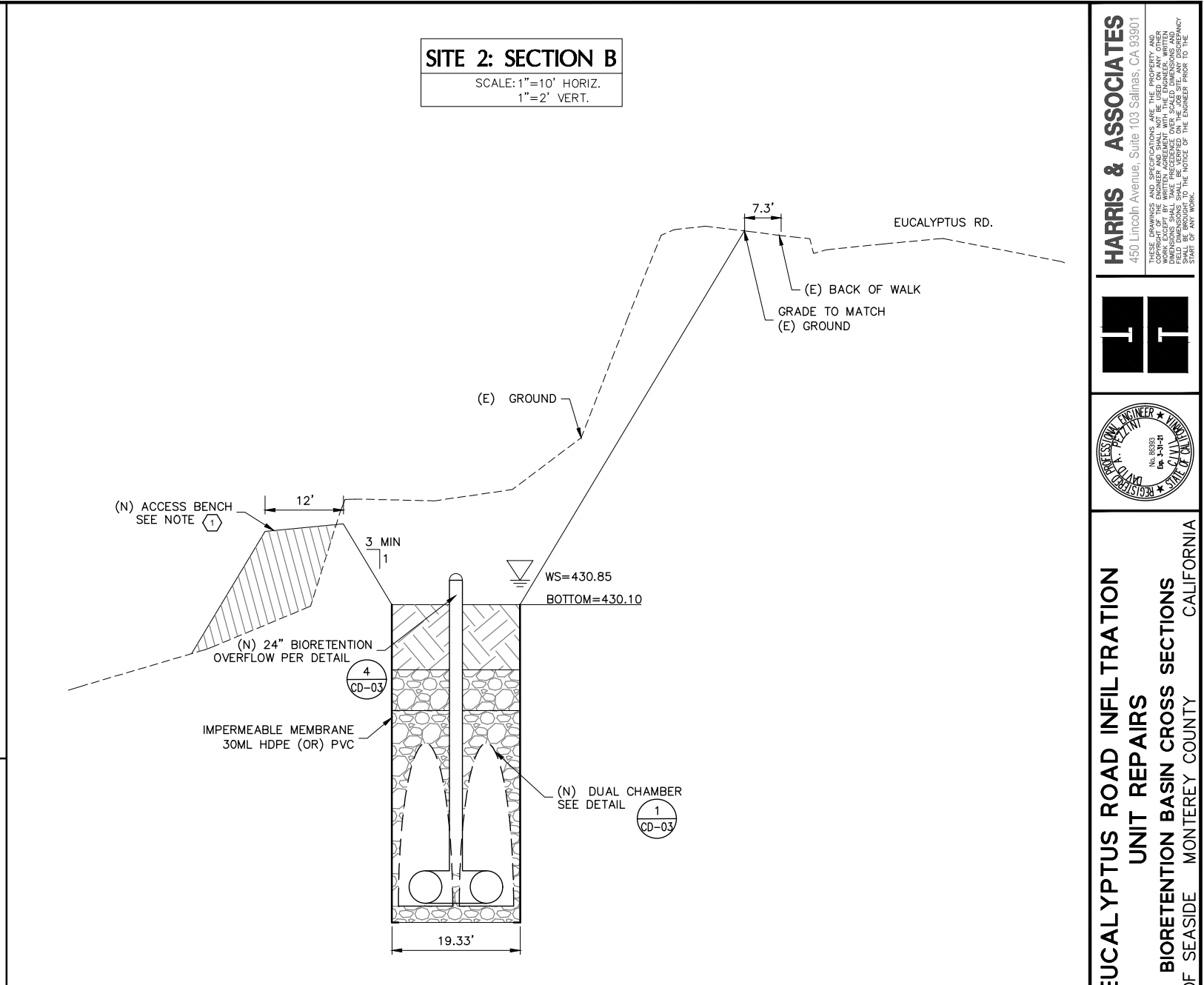
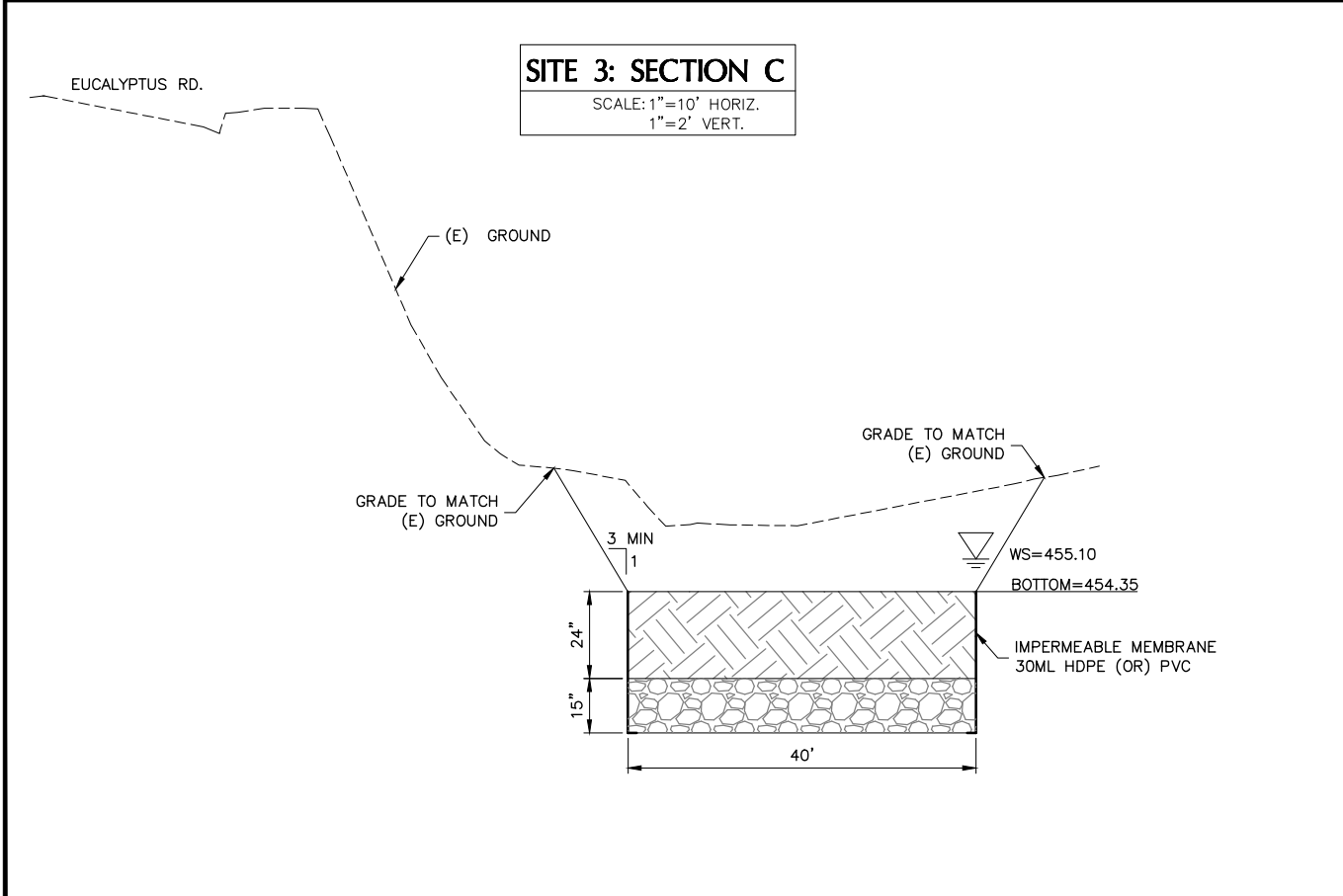
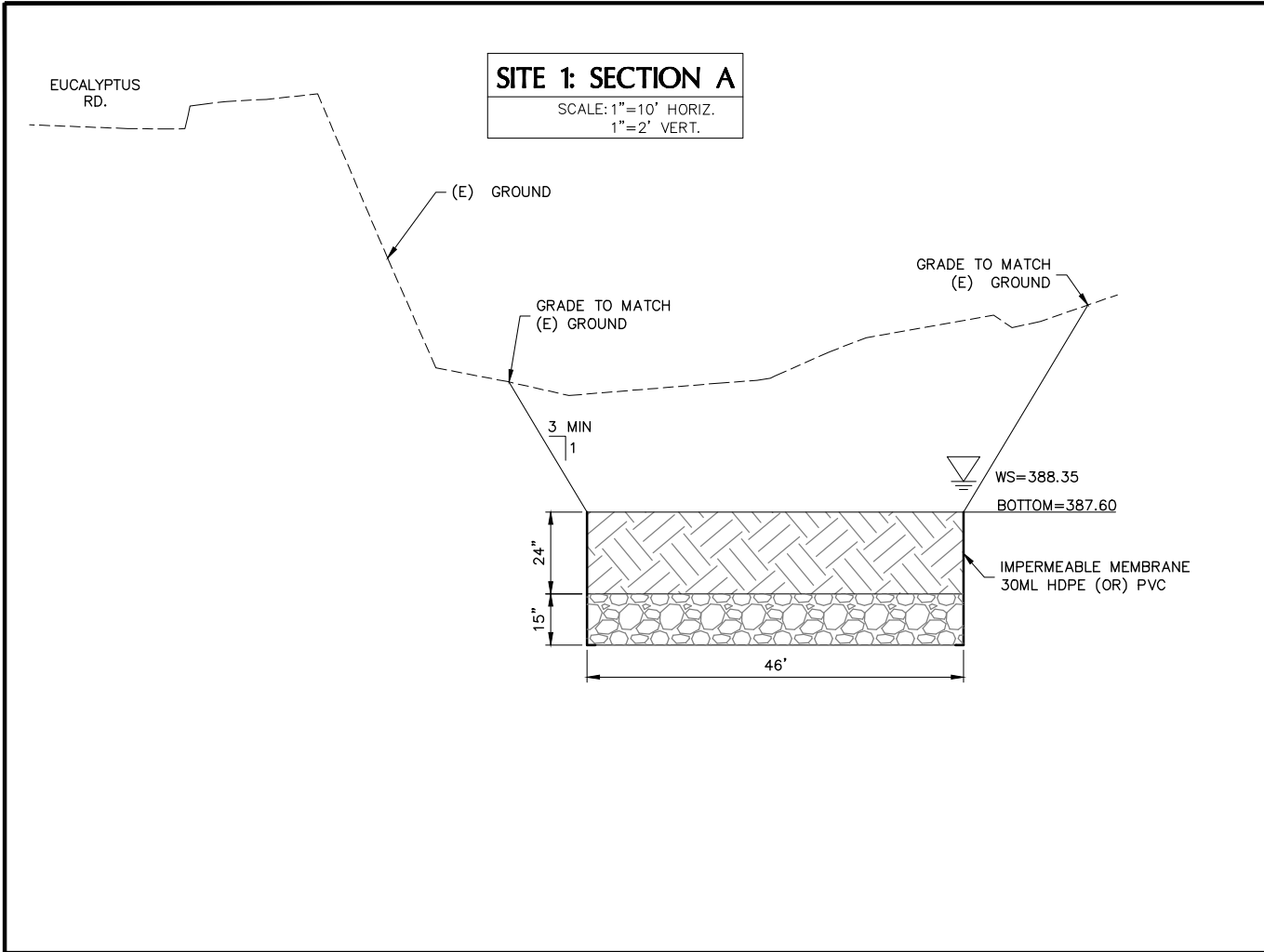
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Design: DP
Drawn: HW
Approved: [Signature]
Job No: 1601201003

DRAWING NUMBER:
C-03

SHEET NUMBER:
5 OF 9

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Plotted - 1/24/2020 11:55:12 AM :: Saved - 1/24/2020 11:46:27 AM :: K:\Projects\Ford Ord Reuse Authority\Eucalyptus Road\12-000\Drawings\SECTIONS AND DETAILS.dwg :: Hiley, Welden



CONSTRUCTION NOTES:

① ACCESS BENCH SHALL BE COMPACTED TO 90% RELATIVE COMPACTION WITH EXCAVATED MATERIAL.

HARRIS & ASSOCIATES
 450 Lincoln Avenue, Suite 103 Salinas, CA 93901
 THESE DRAWINGS AND SPECIFICATIONS ARE THE PROPERTY AND COPYRIGHT OF THE ENGINEER AND SHALL NOT BE USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN CONSENT OF THE ENGINEER. DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALED DIMENSIONS AND SHALL BE BROUGHT TO THE NOTICE OF THE ENGINEER PRIOR TO THE START OF ANY WORK.

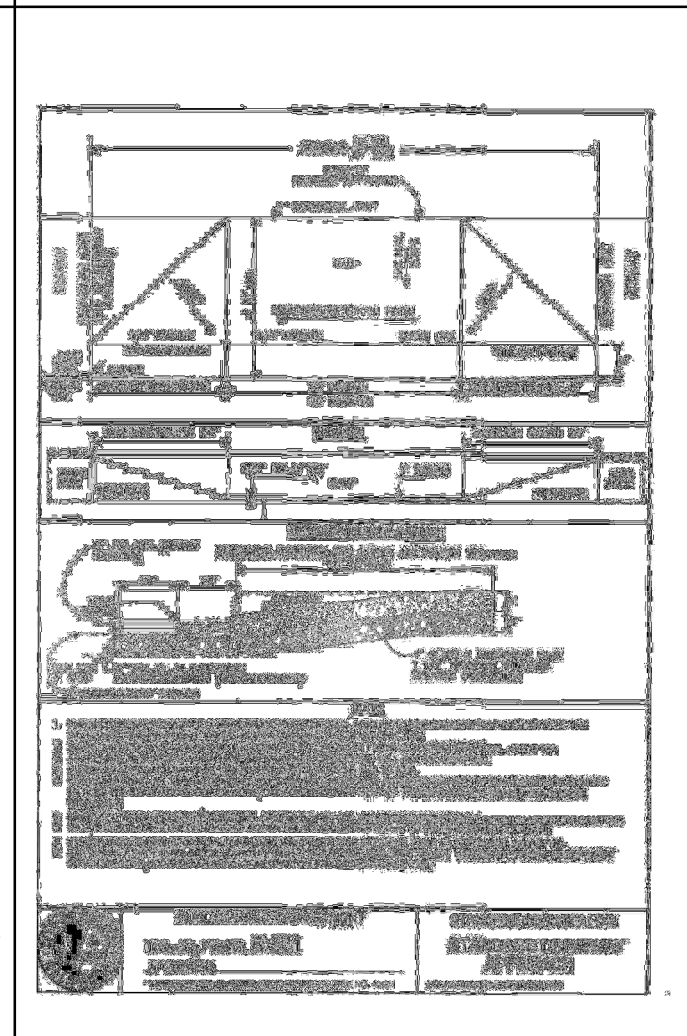
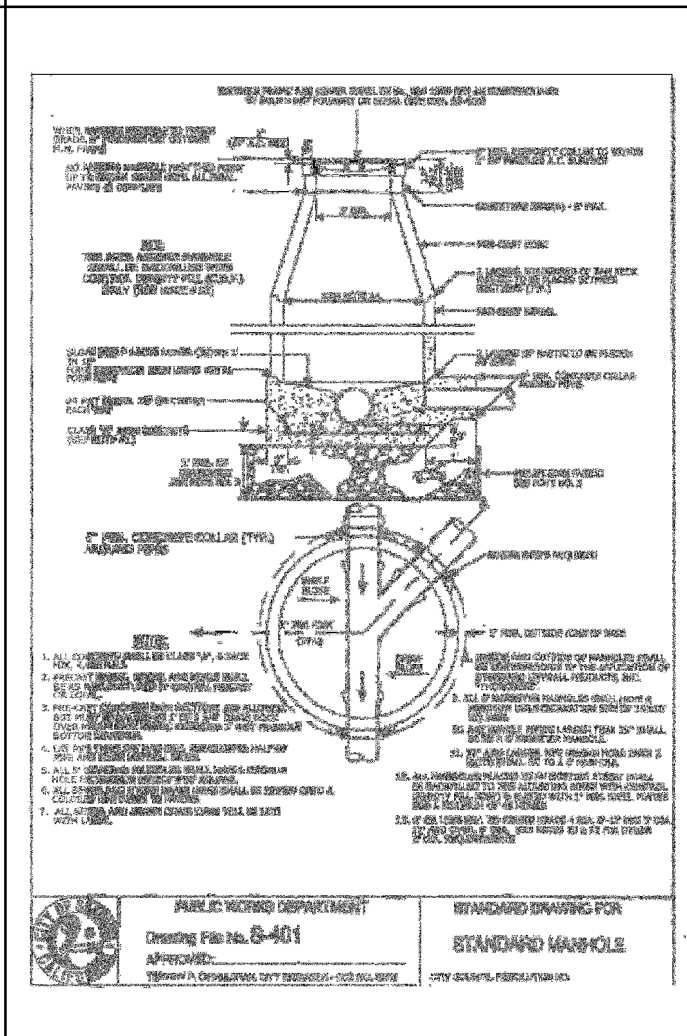
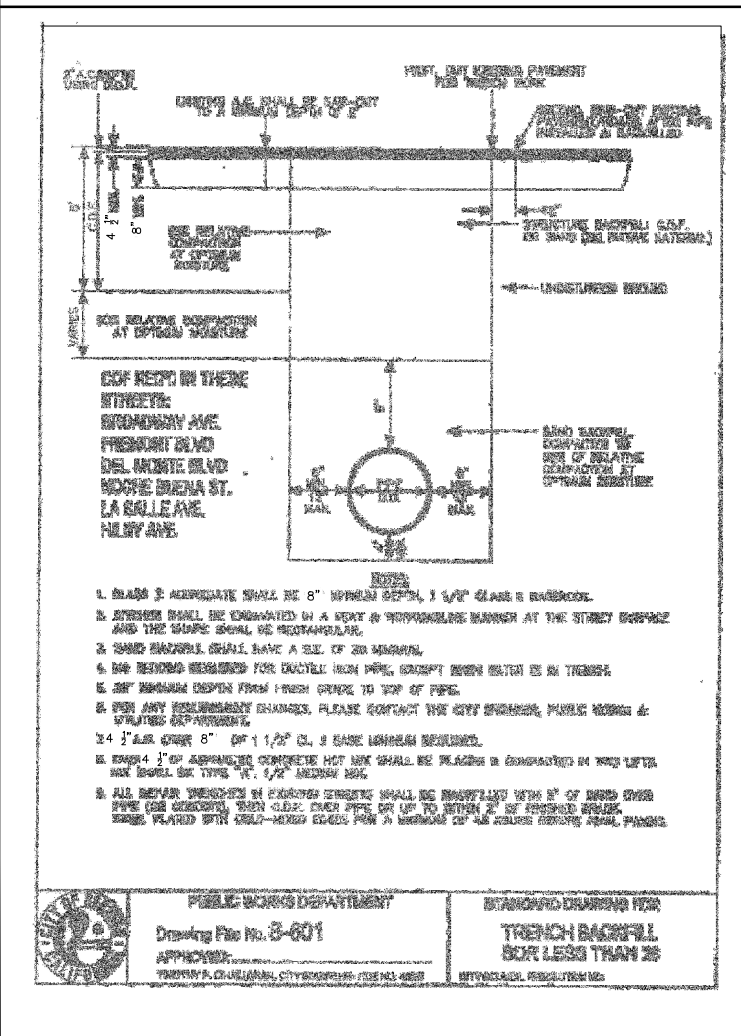
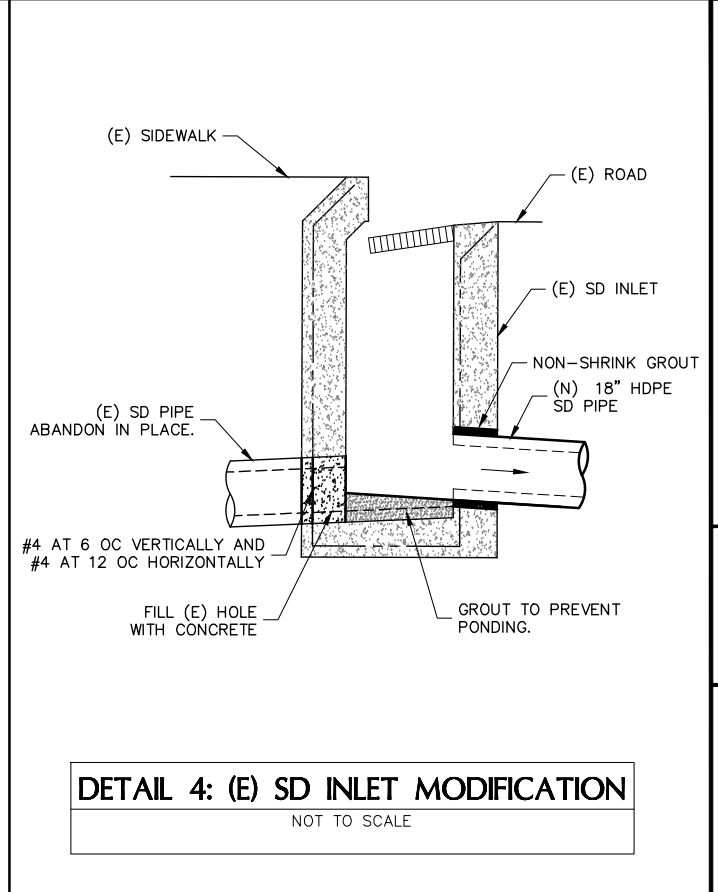
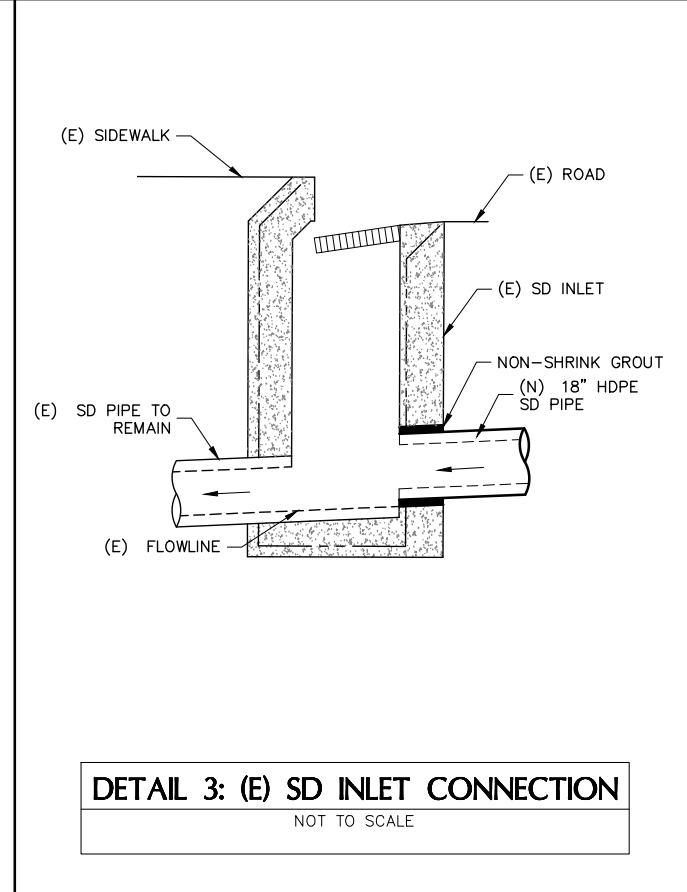
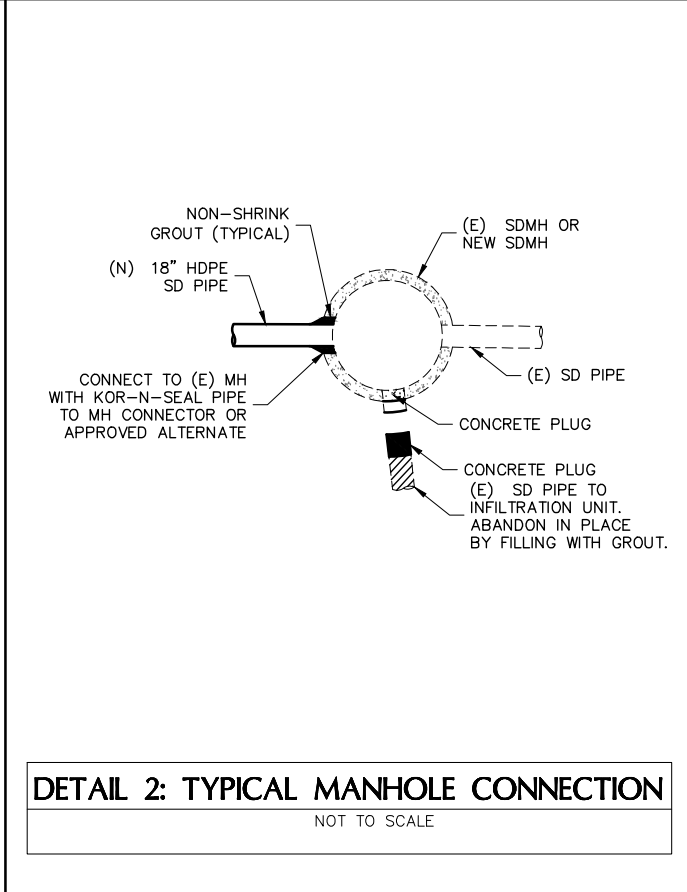
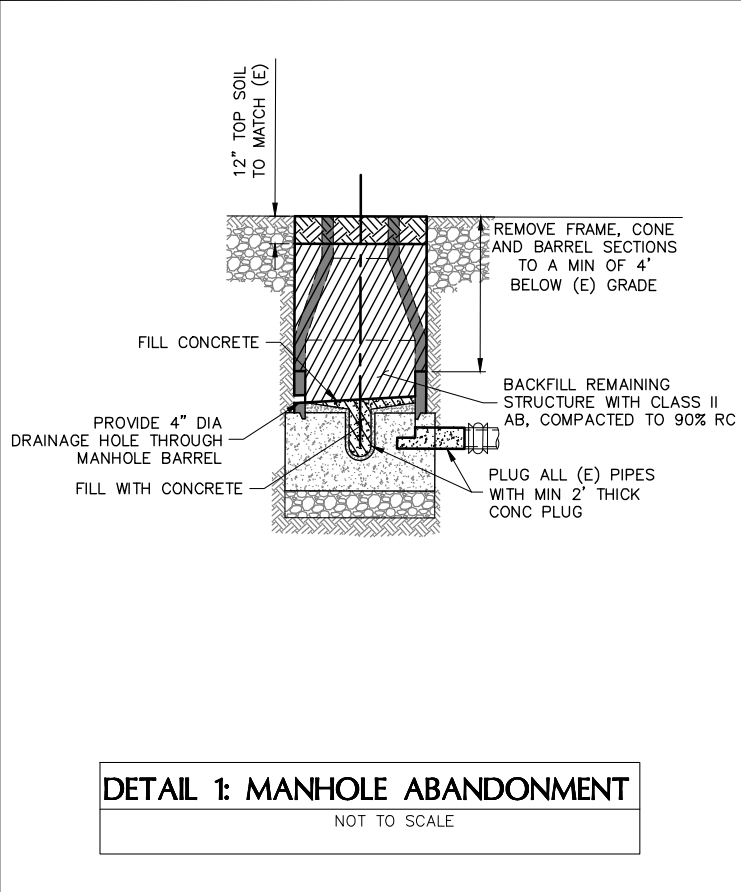
EUCALYPTUS ROAD INFILTRATION UNIT REPAIRS
BIORETENTION BASIN CROSS SECTIONS
 CITY OF SEASIDE MONTEREY COUNTY CALIFORNIA

Revisions	No.	Date

Date: 1/24/2020
 Scale: AS SHOWN
 Design: DP
 Drawn: HW
 Approved: _____
 Job No: 1601201003

DRAWING NUMBER: **CD-01**
 SHEET NUMBER: **6 OF 9**

Printed - 1/24/2020 11:51:25 AM :: Saved - 1/24/2020 11:46:27 AM :: K:\Projects\Ford Ore Reuse Authority\Eucalyptus Road\12-0400-Dwg\12-0400-Dwg\SECTIONS AND DETAILS.dwg :: Hiley, Wain



HARRIS & ASSOCIATES
450 Lincoln Avenue, Suite 103 Salinas, CA 93901

REGISTERED PROFESSIONAL ENGINEER
No. 65303
Exp. 3/31/21
CIVIL

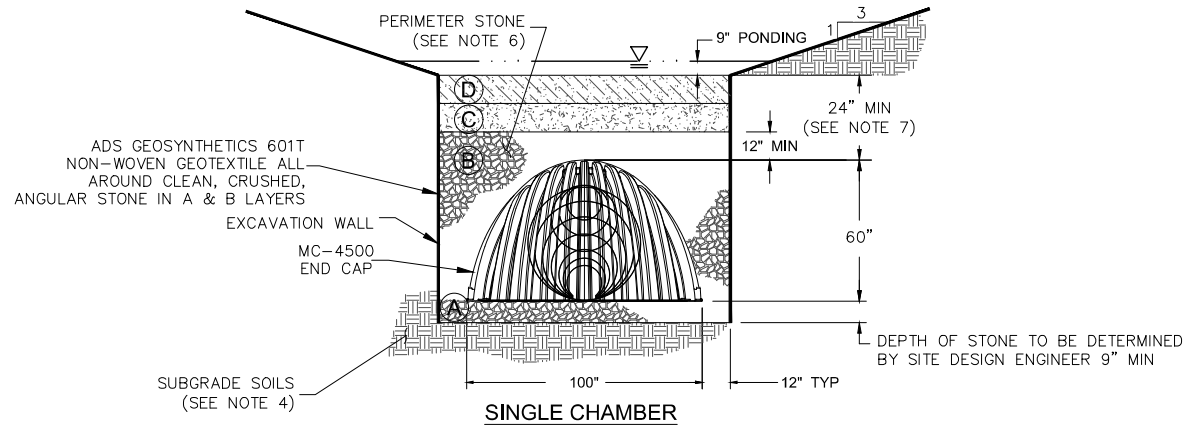
EUCALYPTUS ROAD INFILTRATION UNIT REPAIRS CONSTRUCTION DETAILS
CITY OF SEASIDE, MONTEREY COUNTY, CALIFORNIA

No.	Revisions

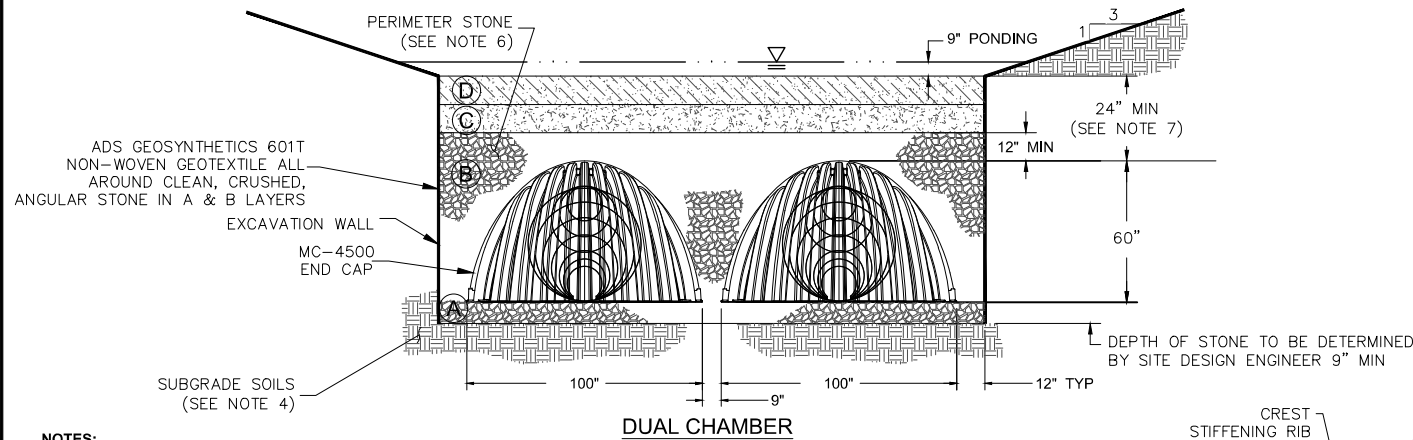
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Approved: [Signature]
Job No: 1601201003

DRAWING NUMBER: **CD-02**
SHEET NUMBER: **7 OF 9**

Project - 1/24/2020 11:51:38 AM :: Served - 1/24/2020 11:46:27 AM :: K:\Projects\Fort Ord Reuse Authority\Roadway\RoadV12-CAD\Drawings\DETAILS.dwg :: Hiley, Weldon



SINGLE CHAMBER

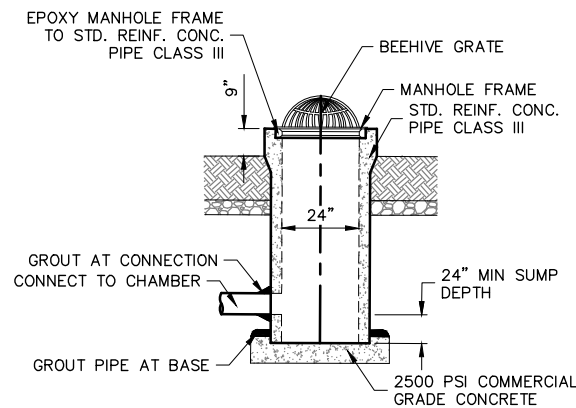


DUAL CHAMBER

NOTES:

- MC-4500 CHAMBERS SHALL CONFORM TO THE REQUIREMENTS OF ASTM F2418 "STANDARD SPECIFICATION FOR POLYPROPYLENE (PP) CORRUGATED WALL STORMWATER COLLECTION CHAMBERS".
- MC-4500 CHAMBERS SHALL BE DESIGNED IN ACCORDANCE WITH ASTM F2787 "STANDARD PRACTICE FOR STRUCTURAL DESIGN OF THERMOPLASTIC CORRUGATED WALL STORMWATER COLLECTION CHAMBERS".
- "ACCEPTABLE FILL MATERIALS" TABLE ABOVE PROVIDES MATERIAL LOCATIONS, DESCRIPTIONS, GRADATIONS, AND COMPACTION REQUIREMENTS FOR FOUNDATION, EMBEDMENT, AND FILL MATERIALS.
- THE SITE DESIGN ENGINEER IS RESPONSIBLE FOR ASSESSING THE BEARING RESISTANCE (ALLOWABLE BEARING CAPACITY) OF THE SUBGRADE SOILS AND THE DEPTH OF FOUNDATION STONE WITH CONSIDERATION FOR THE RANGE OF EXPECTED SOIL MOISTURE CONDITIONS.
- PERIMETER STONE MUST BE EXTENDED HORIZONTALLY TO THE EXCAVATION WALL FOR BOTH VERTICAL AND SLOPED EXCAVATION WALLS.
- ONCE LAYER 'C' IS PLACED, ANY SOIL/MATERIAL CAN BE PLACED IN LAYER 'D' UP TO THE FINISHED GRADE. MOST PAVEMENT SUBBASE SOILS CAN BE USED TO REPLACE THE MATERIAL REQUIREMENTS OF LAYER 'C' OR 'D' AT THE SITE DESIGN ENGINEER'S DISCRETION.
- TO BOTTOM OF FLEXIBLE PAVEMENT. FOR UNPAVED INSTALLATIONS WHERE RUTTING FROM VEHICLES MAY OCCUR, INCREASE COVER TO 30".

1 MC-4500 OR APPROVED EQUAL CROSS SECTION



4 BIO RETENTION OVERFLOW

MATERIAL LOCATION	DESCRIPTION	AASHTO MATERIAL CLASSIFICATIONS	COMPACTION / DENSITY REQUIREMENT
D FINAL FILL: FILL MATERIAL FOR LAYER 'D' STARTS FROM THE TOP OF THE 'C' LAYER TO THE UNPAVED FINISHED GRADE ABOVE	SOIL MIX (BSM); PER SPECIFICATIONS	N/A	PREPARE PER SITE DESIGN ENGINEER'S PLANS. PAVED INSTALLATIONS MAY HAVE STRINGENT MATERIAL AND PREPARATION REQUIREMENTS.
C INITIAL FILL: FILL MATERIAL FOR LAYER 'C' STARTS FROM THE TOP OF THE EMBEDMENT STONE ('B' LAYER) TO 24" (600 mm) ABOVE THE TOP OF THE CHAMBER.	CALTRANS CLASS 2 PERMEABLE MATERIAL	AASHTO M145 ¹ A-1, A-2-4, A-3 OR AASHTO M43 ¹ 3, 357, 4, 467, 5, 56, 57, 6, 67, 68, 7, 78, 8, 89, 9, 10	BEGIN COMPACTIONS AFTER 24" (600 mm) OF MATERIAL OVER THE CHAMBERS IS REACHED. COMPACT ADDITIONAL LAYERS IN 12" (300 mm) MAX LIFTS TO A MIN. 95% PROCTOR DENSITY FOR WELL GRADED MATERIAL AND 95% RELATIVE DENSITY FOR PROCESSED AGGREGATE MATERIALS.
B EMBEDMENT STONE: FILL SURROUNDING THE CHAMBERS FROM THE FOUNDATION STONE ('A' LAYER) TO THE 'C' LAYER ABOVE.	CLEAN, CRUSHED, ANGULAR STONE	AASHTO M43 ¹ 3, 4	NO COMPACTION REQUIRED.
A FOUNDATION STONE: FILL BELOW CHAMBERS FROM THE SUBGRADE UP TO THE FOOT (BOTTOM) OF THE CHAMBER.	CLEAN, CRUSHED, ANGULAR STONE	AASHTO M43 ¹ 3, 4	PLATE COMPACT OR ROLL TO ACHIEVE A FLAT SURFACE. ^{2, 3}

NOTE:

- THE LISTED AASHTO DESIGNATIONS ARE FOR GRADATIONS ONLY. THE STONE MUST ALSO BE CLEAN, CRUSHED, ANGULAR. FOR EXAMPLE, A SPECIFICATION FOR #4 STONE WOULD STATE: "CLEAN, CRUSHED ANGULAR NO. 4 (AASHTO M43) STONE".
- STORMTECH COMPACTION REQUIREMENTS ARE MET FOR 'A' LOCATION MATERIALS WHEN PLACED AND COMPACTED IN 9" (230 mm) (MAX) LIFTS USING TWO FULL COVERAGES WITH A VIBRATORY COMPACTOR.
- WHERE INFILTRATION SURFACES MAY BE COMPROMISED BY COMPACTION, FOR STANDARD DESIGN LOAD CONDITIONS, A FLAT SURFACE MAY BE ACHIEVED BY RAKING OR DRAGGING WITHOUT COMPACTION EQUIPMENT. FOR SPECIAL LOAD DESIGNS, CONTACT STORMTECH FOR COMPACTION REQUIREMENTS.

2 STORMTECH ACCEPTABLE FILL MATERIALS

NOMINAL CHAMBER SPECIFICATIONS

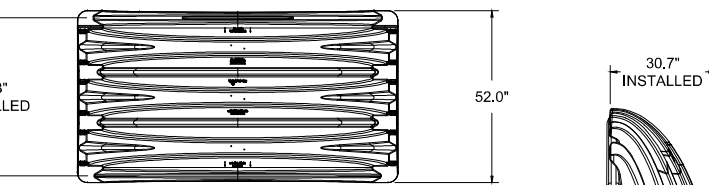
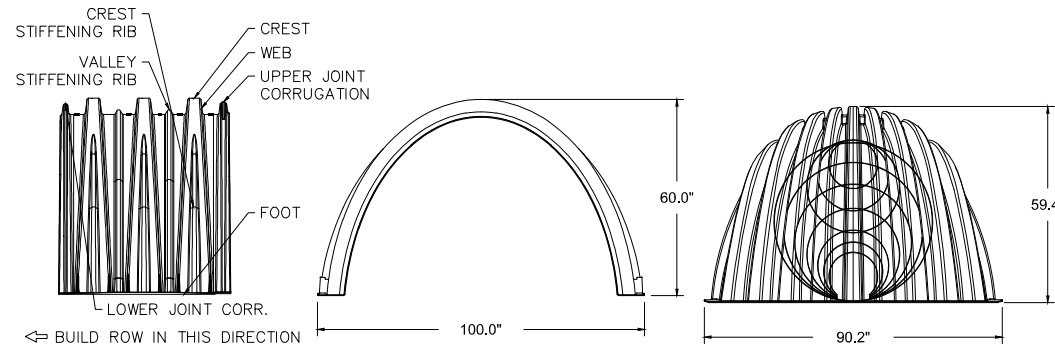
SIZE (W X H X INSTALLED LENGTH)	100.0" X 60.0" X 48.3"
CHAMBER STORAGE	106.5 CUBIC FEET
MINIMUM INSTALLED STORAGE*	162.6 CUBIC FEET
WEIGHT	130.0 lbs.

NOMINAL END CAP SPECIFICATIONS

SIZE (W X H X INSTALLED LENGTH)	90.2" X 59.4" X 30.7"
END CAP STORAGE	35.7 CUBIC FEET
MINIMUM INSTALLED STORAGE*	108.7 CUBIC FEET
WEIGHT	135.0 lbs.

*ASSUMES 12" STONE ABOVE, 9" STONE FOUNDATION AND BETWEEN CHAMBERS, 12" STONE PERIMETER IN FRONT OF END CAPS AND 40% STONE POROSITY.

STUBS AT BOTTOM OF END CAP FOR PART NUMBERS ENDING WITH "B" STUBS AT TOP OF END CAP FOR PART NUMBERS ENDING WITH "T" END CAPS WITH A WELDED CROWN PLATE END WITH "C" END CAPS WITH A PREFABRICATED WELDED STUB END WITH "W"



CUSTOM PRECURED INVERTS ARE AVAILABLE UPON REQUEST. INVENTORIED MANIFOLDS INCLUDE 12-24" (300-600 mm) SIZE ON SIZE AND 15-48" (375-1200 mm) ECCENTRIC MANIFOLDS. CUSTOM INVERT LOCATIONS ON THE MC-4500 END CAP CUT IN THE FIELD ARE NOT RECOMMENDED FOR PIPE SIZES GREATER THAN 10" (250 mm). THE INVERT LOCATION IN COLUMN 'B' ARE THE HIGHEST POSSIBLE FOR THE PIPE SIZE.

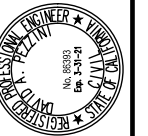
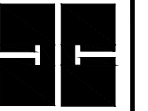
3 TECHNICAL SPECIFICATIONS

PART #	STUB	B	C
MC4500REPE06T	6"	42.54"	---
MC4500REPE06B	6"	---	0.86"
MC4500REPE08T	8"	40.50"	---
MC4500REPE08B	8"	---	1.01"
MC4500REPE10T	10"	38.37"	---
MC4500REPE10B	10"	---	1.33"
MC4500REPE12T	12"	35.69"	---
MC4500REPE12B	12"	---	1.55"
MC4500REPE15T	15"	32.72"	---
MC4500REPE15B	15"	---	1.70"
MC4500REPE18TC	18"	29.36"	---
MC4500REPE18TB	18"	---	1.97"
MC4500REPE18BC	18"	---	1.97"
MC4500REPE18BW	18"	---	1.97"
MC4500REPE24TC	24"	23.05"	---
MC4500REPE24TB	24"	---	2.26"
MC4500REPE24BC	24"	---	2.26"
MC4500REPE24BW	24"	---	2.26"
MC4500REPE30BC	30"	---	2.95"
MC4500REPE36BC	36"	---	3.25"
MC4500REPE42BC	42"	---	3.55"

NOTE: ALL DIMENSIONS ARE NOMINAL

NOTE: STORM CHAMBERS SHALL BE STORMTECH MC-4500 OR APPROVED EQUAL.

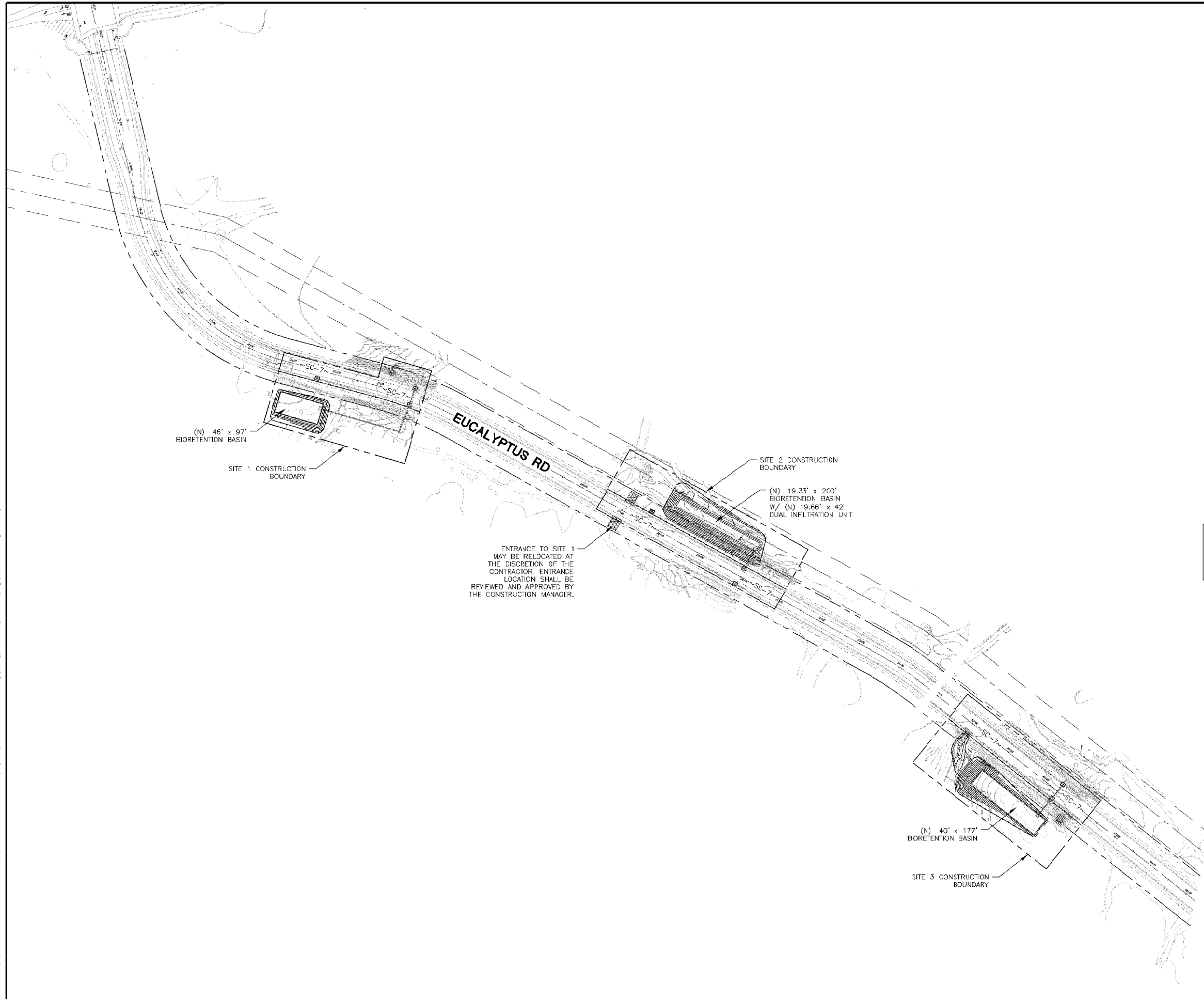
HARRIS & ASSOCIATES
 4500 Lincoln Avenue, Suite 103 Salinas, CA 93901



EUCALYPTUS ROAD INFILTRATION
UNIT REPAIRS
STORMTECH MC-4500 DETAILS
 CITY OF SEASIDE MONTEREY COUNTY CALIFORNIA

Date: 1/24/2020	Scale: NOT TO SCALE	Design: DP	Drawn: HW	Approved: [Signature]	Job No: 1601201003
DRAWING NUMBER: CD-03					
SHEET NUMBER: 8 OF 9					

Plotted - 1/6/2020 11:35:15 AM :: Saved - 1/6/2020 10:54:18 AM :: K:\Projects\Fort Ord Reuse Authority\Eucalyptus Road\12-CADD\DWG\IP\EROSION.dwg :: Hilary Wilson



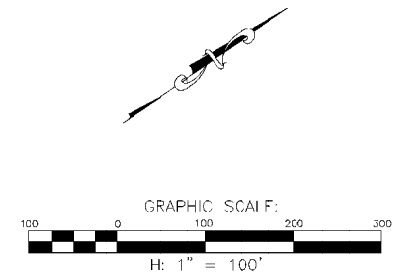
LEGEND:

SYMBOL	CALTRANS BMP #	DESCRIPTION
○	SC-1, SC-5, SC-6	FIBER ROLLS
—	SC-1	SILT FENCE
~SC-7~	SC-7	STREET SWEEPING
□	SC-10	INLET PROTECTION
▨	SC-10	STABILIZED CONSTRUCTION ENTRANCE/EXIT OR TIRE WASHER

EROSION CONTROL NOTES:

1. EROSION CONTROL BMP'S SHOWN ON THIS PLAN ARE REPRESENTATIVE OF THE INTENT OF EROSION CONTROL PROTECTIVE MEASURES. INSTALLATION, LOCATION AND FREQUENCY OF BMP'S SHALL FOLLOW THE RECOMMENDATIONS OF THE CALTRANS BMP MANUAL AND SOUND JUDGEMENT.
2. UNDERGROUND INFILTRATION CHAMBERS: INSTALL SILT FABRIC ON THE CATCH BASIN IMMEDIATELY UPSTREAM OF INFILTRATION CHAMBERS SO THAT SEDIMENT DOES NOT ENTER CHAMBERS DURING CONSTRUCTION. REMOVE PLUG AFTER SITE HAS BEEN STABILIZED, AND NOT UNTIL WRITTEN APPROVAL BY THE ENGINEER IS RECEIVED.
3. IMMEDIATELY PRIOR TO THE FINAL CONTRACT ACCEPTANCE, INSPECT AND REMOVE ALL TRASH, DEBRIS, AND SEDIMENT WHICH HAS ACCUMULATED IN THE STORM WATER FACILITIES, INCLUDING CATCH BASINS.

ENGINEERING ESTIMATES & FEASIBILITY IN PREPARATION FOR PROCUREMENT OF A POTENTIAL CONSTRUCTION CONTRACT: DOCUMENT EXEMPT FROM PUBLIC DISCLOSURE UNTIL CONTRACT IS FULLY OBTAINED.



HARRIS & ASSOCIATES
4590 Lincoln Avenue, Suite 103 Salinas, CA 93901



EUCALYPTUS ROAD INFILTRATION UNIT REPAIRS
EROSION CONTROL PLAN
CITY OF SEASIDE, MONTEREY COUNTY, CALIFORNIA

Letter: 1/6/2020	No.	Notes:
Scale: 1" = 50'		
Design: DP		
Drawn: HW		
Approved:		
Job No: 1607201003		

EC-01
9 OF 9

EXHIBIT B

Project Documents to Transfer from FORA to City of Seaside

Jurisdiction: City of Seaside
Project: Eucalyptus Road Stormwater Infiltrator Repair Project

CATEG	AUTHOR	DATE	TITLE	ELECTRONIC COPY AVAILABLE
Original Design - Eucalyptus Roadway Improvement				
C&D		Various	Design Drawings - Phase 1, 2, 3 (pdf versions)	✓
			Selected Sheets - Eucalyptus Roadway - Phase 3	
C&D		2011	Record Drawings - Sheets 6, 7 and 8	✓
Environmental Documentation				
The following documents are found on the FORA website https://www.fora.org/Board/2014/Packet/Additional/031414Item8a-AttachF11-1/Attachment%20H.pdf				
			Environmental Assessment/Initial Study for General Jim Moore Boulevard and Eucalyptus	
FORA/PMC & C&I		2005	Roadway Improvement	✓
			Appendix D: Finding of No Significant Impact	
FORA		2005	(FONSI) / Negative Declaration (ND)	✓
Failure Analysis				
			Preliminary Geotechnical Memorandum for	
Parikh		6/30/2017	Eucalyptus Road Infiltrators	✓
City of Seaside Communication				
			Letter, Meeting Minutes of meeting between Seaside and FOR A on March 11, 2019 regarding	
FORA		3/19/2019	Eucalyptus Road Infiltrator Repair Project	✓
			Letter: Eucalyptus Infiltrator Repair Project,	
Rick Riedl, City Seaside		11/6/2019	Review of 60% Design Documents from Harris & Associates	✓
			Letter: Eucalyptus Roadway Infiltrator Repair	
FORA		12/10/2019	Project, Response to Comments	✓
			Power Point Presentation: Seaside Coordination	
FORA		2/27/2020	Meeting on CIP Projects	✓

ELECTRONIC
COPY
AVAILABLE

CATEG	AUTHOR	DATE	TITLE	
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General Background Info

Various	Various		https://www.fortordcleanup.com/documents/search/	
Arcadis/Weston Solutions			Final Programmatic On-Call Construction Support Plan, Roadways and Utilities, Seaside Munitions Response Area (CSP)	✓
DTSC	11/5/2019		Approval of Programmatic Seaside MRA CSP	✓
FORA	12/13/2019		PowerPoint Presentation to FORA Board, Eucalyptus Road Infiltrator Repair Project	✓
FORA	12/13/2019		FORA Board Report Item 8c	✓

Stormwater Infiltrator Repair Design Background

Harris & Associates	6/4/2018		Recommendation Letter to FORA regarding Infiltrators	✓
Harris & Associates	10/29/2019		Memorandum to FORA regarding Design Basis for Infiltrator Repair	✓
Harris &	Various		Storm Drain Flow/Capacity Evaluation	✓

Repair Design Package, Bid Documents, & Specs

Harris & Associates	10/18/2019		60% Design Plans, Specifications, and Opinion of Probable Construction Cost	✓
Harris & Associates	12/1/2019		90% Design Plans, Specifications, and Opinion of Probable Construction Cost	✓
Harris &	1/24/2020		Draft Final Design Plans	✓
Harris & Associates	TBD		Final Design and Bid Package, Stormwater Infiltrator Repair, Eucalyptus Road	
Whitson Engineer	12/6/2019		Peer Review by Whitson Engineers	✓

Data	Harris &	TBD	dwg CAD files	
	Whitson Engineer	5/8/2020	Topographic/Ortho Topo dwg CAD files	✓

Other Information

Additional documents are available for transfer in the event the City of Seaside does not already have copies. FORA and the City of Seaside are working together to finalize an execution plan for information transfer. These files will include final design documents and electronic data files as appropriate.