

CITY OF RICHMOND  
**Pt. Molate Community Advisory Committee**

Monday, November 19, 2012 6:30 PM  
Multi-Purpose Room, 440 Civic Center Plaza

**AGENDA**

**Members:**

**Bruce Beyaert**  
Vice-Chair

**Otheree Christian**

**Joan Garrett**  
Chair

**Dorothy Gilbert**

**Jim Hite**

**Jeanne Kortz**

**Eduardo Martinez**

**Steven Rosing**

**Charles T. Smith**

**Nina G. Smith**

**Pam Stello**

**Mary H. Sundance**

**Eileen Whitty**

**1. Call to Order (1 min.)**

**2. Roll Call (1 min.)**

**3. Welcome and Meeting Procedures (1 min.)**

*Individuals who would like to address the committee on matters not listed on the agenda may do so under Open Forum. Please file a speaker's card with the note taker prior to the commencement of Open Forum. Individuals who want to comment on an individual item, please file a speaker's card before the item is called. The standard amount of time for each speaker will be three minutes.*

*At 8:30 PM, any items remaining on the agenda that require immediate attention may be taken out of turn, as necessary. All other items will be continued to another or the following committee meeting in order to make fair and attentive decisions. This meeting adjourns at 9:00 PM. The meeting may be extended by a majority vote of the committee.*

**4. Agenda Review and Adoption (2 min.)**

*The order in which items will be heard may be adjusted at this time. In addition, items may be removed from or placed on the Consent Calendar at this time.*

**5. Announcements through the Chair (5 min.)**

a. (TBD)

**6. Open Forum (3 minutes per person limit)**

**7. Presentations, Discussion & Action Items (50 min.)**

a. Presentation on updated status of SRR Bridge Deck/Scofield Ave. replacement project by CalTrans – Cristina Ferraz, Gary Pursell. (10 min.) (5 min. Q&A)

b. Presentation of remediation cost and related documentation as presented to Insurer by Terraphase. Bill Carson (15 min.) Discussion (10 min.) Q&A

c. PMCAC discussion – PMCAC and related sub-committee formulation and frequency – Group (10 min.) Discussion

**8. Staff Reports (55 min.)**

*Following discussion of each item, the Committee may vote to make recommendations to staff or to the City Council.*

a. Parks and Landscape recommendations for Pt. Molate Beach Park Rehab based on final decisions of Cosco Busan Settlement Fund awards – Chris Chamberlain- (15 min.) Discussion(10 min.)Q&A

b. Discussion of recently awarded landscape maintenance contract at former NFD, Pt. Molate – Chris Chamberlain (5 min.)

c. Committee Log for PMCAC inquiries to staff, contractors – (5 min.)

d. Notice of AB 1234 Compliance Options – Diane Holmes – (5 min.)

e. US Navy Remediation Funds Escrow Status – LaShonda White – (5 min.)

f. PMCAC 2013 Calendar, Doodle Poll Results – Craig Murray – (5 min.) Discussion (5 Min.)

CITY OF RICHMOND  
**Pt. Molate Community Advisory Committee**  
Monday, November 19, 2012 6:30 PM  
Multi-Purpose Room, 440 Civic Center Plaza

**AGENDA**

**Members:**

**Bruce Beyaert**  
Vice-Chair

**Otheree Christian**

**Joan Garrett**  
Chair

**Dorothy Gilbert**

**Jim Hite**

**Jeanne Kortz**

**Eduardo Martinez**

**Steven Rosing**

**Charles T. Smith**

**Nina G. Smith**

**Pam Stello**

**Mary H. Sundance**

**Eileen Whitty**

**9. Consent Calendar (2 min.)**

*Items on the consent calendar are considered matters requiring little or no discussion and will be acted upon in one motion*

- a. APPROVE - October 15, 2012 Minutes

**10. Future Agenda Items (5 min.)**

**11. City Council Liaison Reports (10 min.)**

- a. Report by Councilmember/Mayor McLaughlin regarding recent issues in Richmond relevant to the Advisory Committee. (5 min.)  
b. PMCAC appointment status – TBD (5 min.)

**12. Chair and Sub-Committee Reports (20 min.)**

*Following discussion of each item, the Committee may vote to make recommendations to staff or to the City Council.*

- a. Clean-Up and Restoration (10 min.)
  - Synopsis of Terraphase September Monthly Status Report
- b. Community Outreach (5 min.)
  - Status of UC Berkeley team project
- c. Grant Development (3 min.)
  - Grant application status
- d. Chair (2 min.)
  - Identification of pending schedule conflicts

**13. Adjournment**

**Scheduled Meetings**

Committee Meeting - Monday, December 17, 2012, 6:30pm, Multi-Purpose Room, 440 Civic Center Plaza

This meeting is held in a building that is accessible to people with disabilities. Persons with disabilities, who require auxiliary aids of services using city facilities, services or programs or would like information of the city's compliance with the American Disabilities Act (ADA) of 1990, contact: Rochelle Monk, City of Richmond (510) 620-6511 (voice).

Pt. Molate Community Advisory Committee Staff Liaison Contact: Craig K. Murray (510) 307-8140, [craig\\_murray@ci.richmond.ca.us](mailto:craig_murray@ci.richmond.ca.us). Agenda and minute information on the PMCAC can be found on the City Clerk's web location: <http://ca-richmond2.civicplus.com/index.aspx?NID=2442>  
Additional correspondence can be directed to [PtMolateCAC@gmail.com](mailto:PtMolateCAC@gmail.com)

PMCAC Repository Information is available at: <https://docs.google.com/open?id=0B9WXrZeb-72MzVkJWQ1ZDQ0tNW1wNC00ZjE4LTgxYjctOTQyMDk4Y2FjNDYw>



# Interstate 580 Scofield & Western Drive Deck Replacement Project



## Point Molate Community Advisory Committee

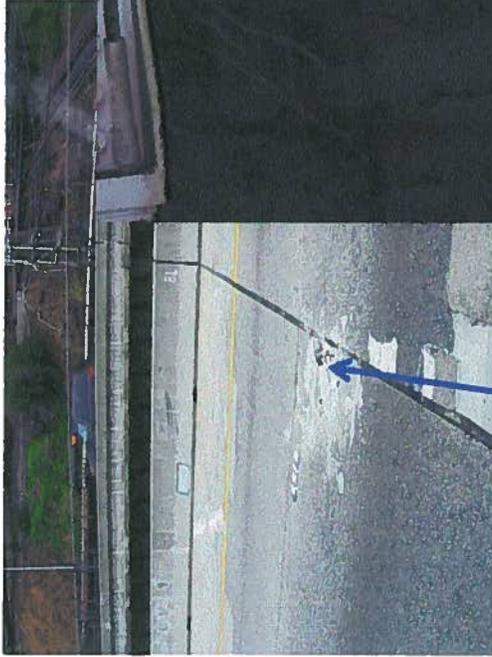
Presentation by Cristina Ferraz, Caltrans

November 19, 2012



7.A.1

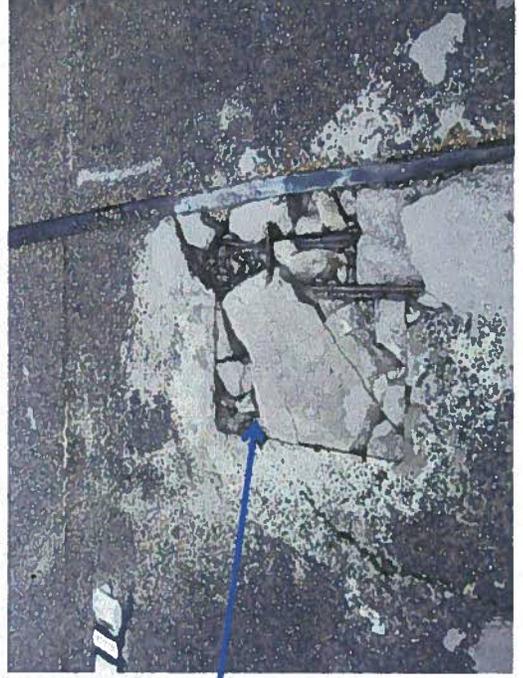
## Project Need



- Bridges built in the 50's.
- Concrete deck on welded steel plate girders.



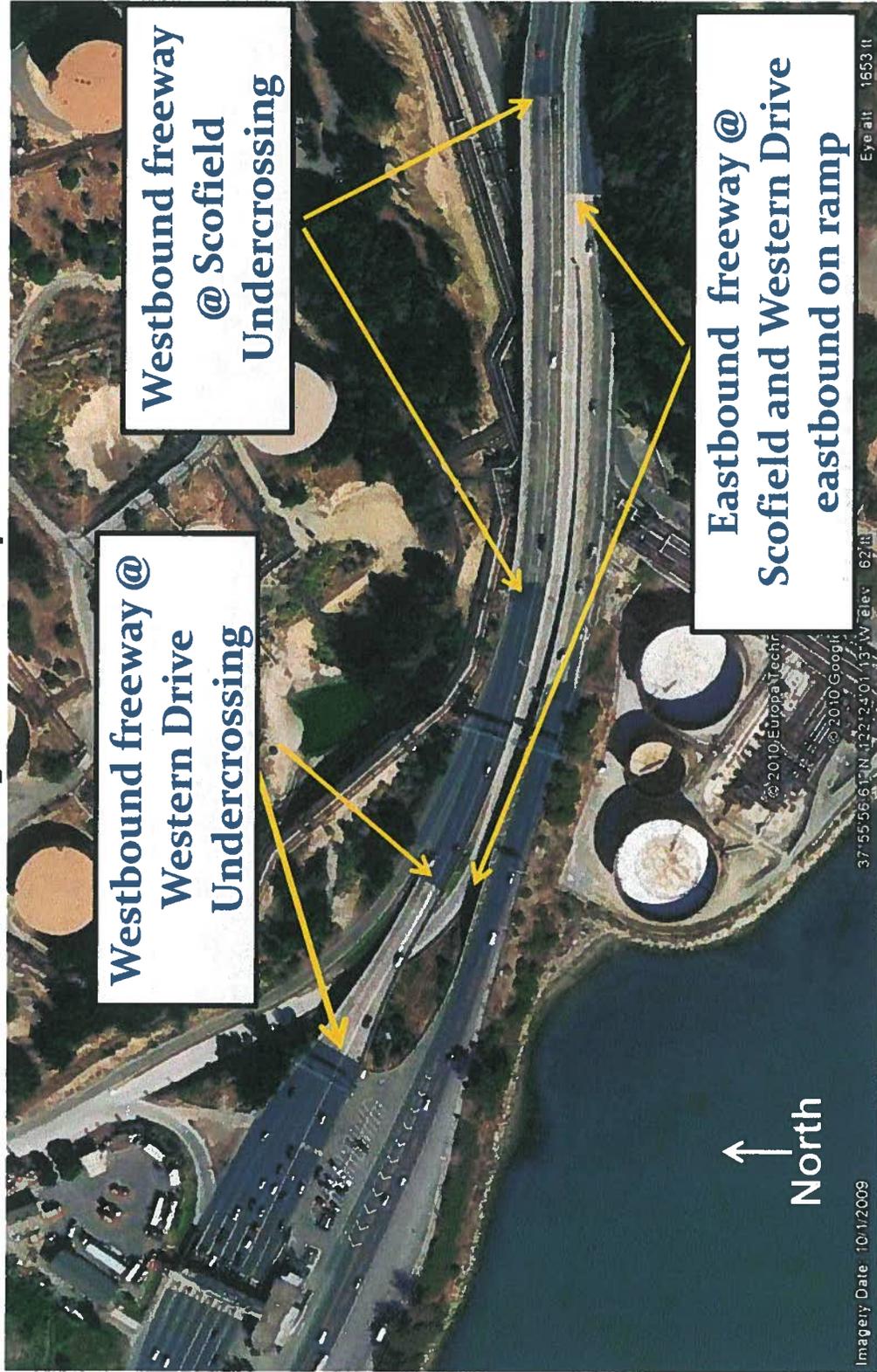
- Presence of spalls, cracks and holes on the deck.



Spalls on the Scofield bridge deck



## Project Scope



- Replace the deck of 3 bridges

# Construction Staging



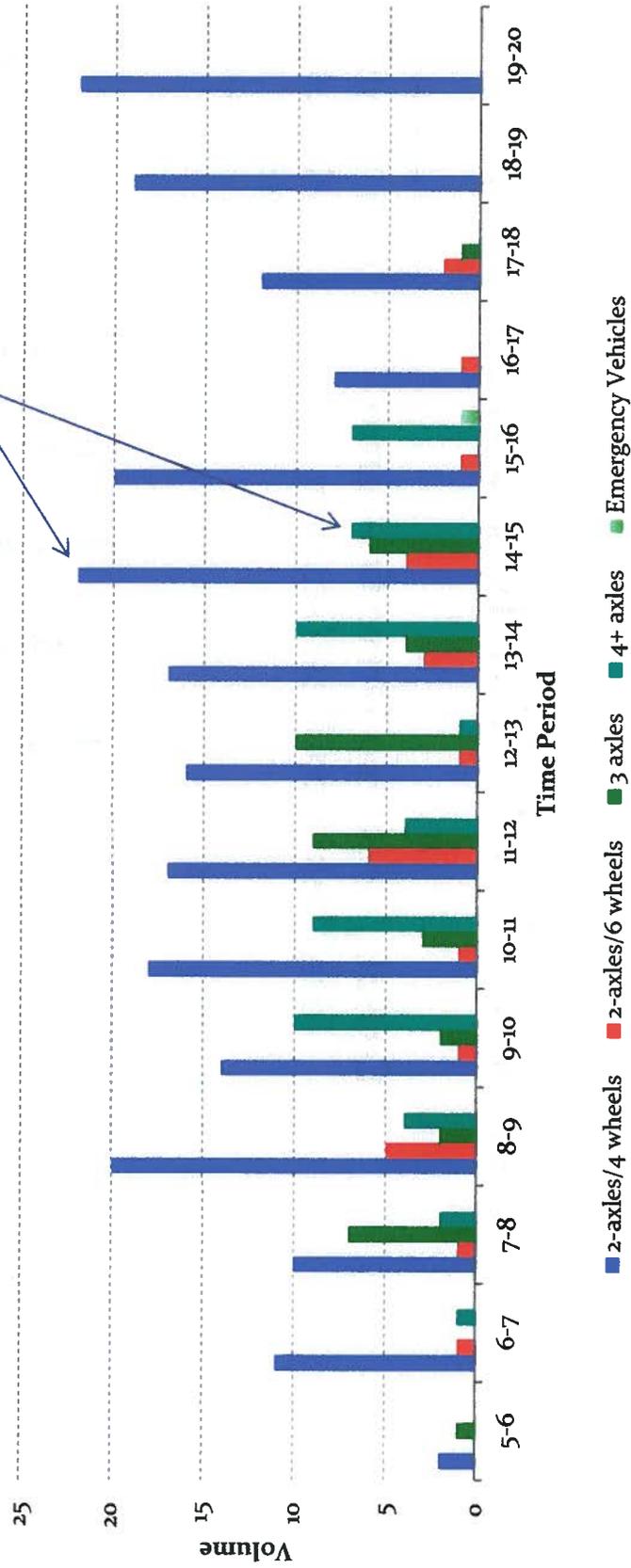
Closure of Western Drive on ramp not to exceed 90 days



# 2012 Weekday Traffic Counts

## CC-580E / Western Drive On-ramp Total Vehicle Classification

Max Number of vehicles per hour: 39



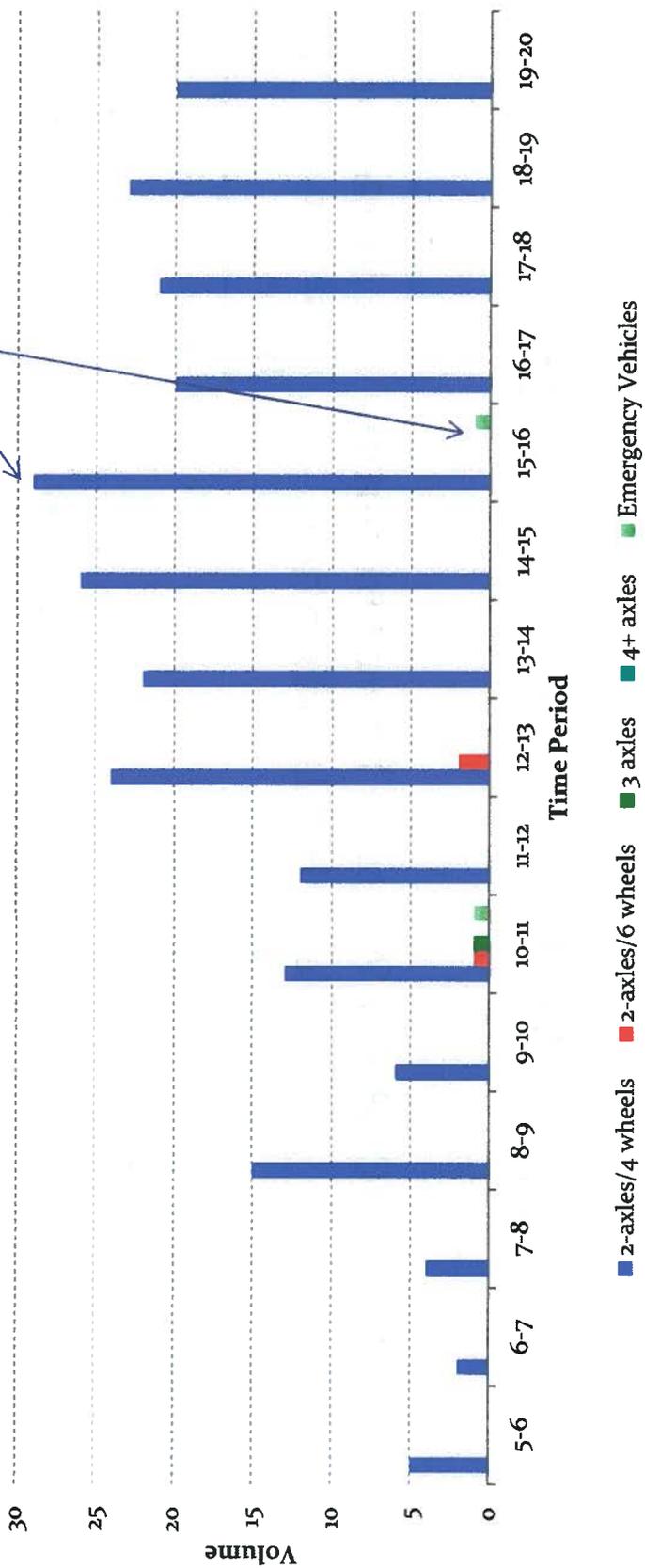
7.4.5



# 2012 Weekend Traffic Counts

## CC-580E / Western Drive On-ramp Total Vehicle Classification

Max Number  
of vehicles per  
hour: 30



7.A.6



## Revisions to the Contract Documents

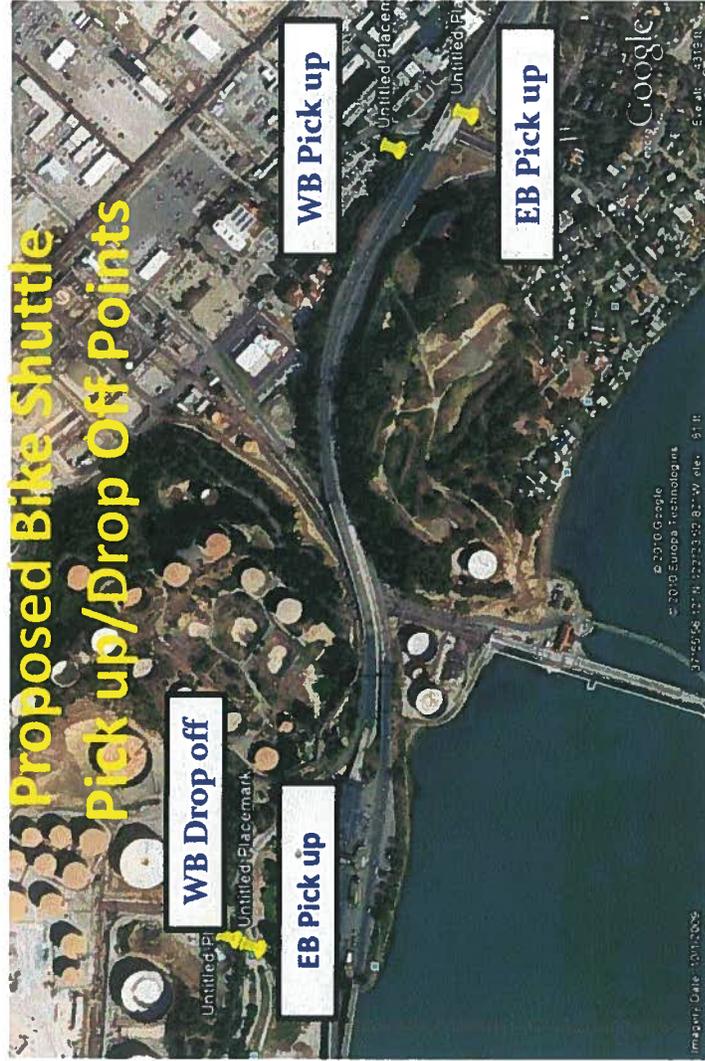
- Staging - based on minimizing closure of the Western Drive on ramp.
- Specifications - construction materials and methods to minimize the closure of the Western Drive on ramp.
- Contract- provided financial incentive to the contractor to open Western Drive on ramp in 90 days or less.



## Project Cost and Schedule

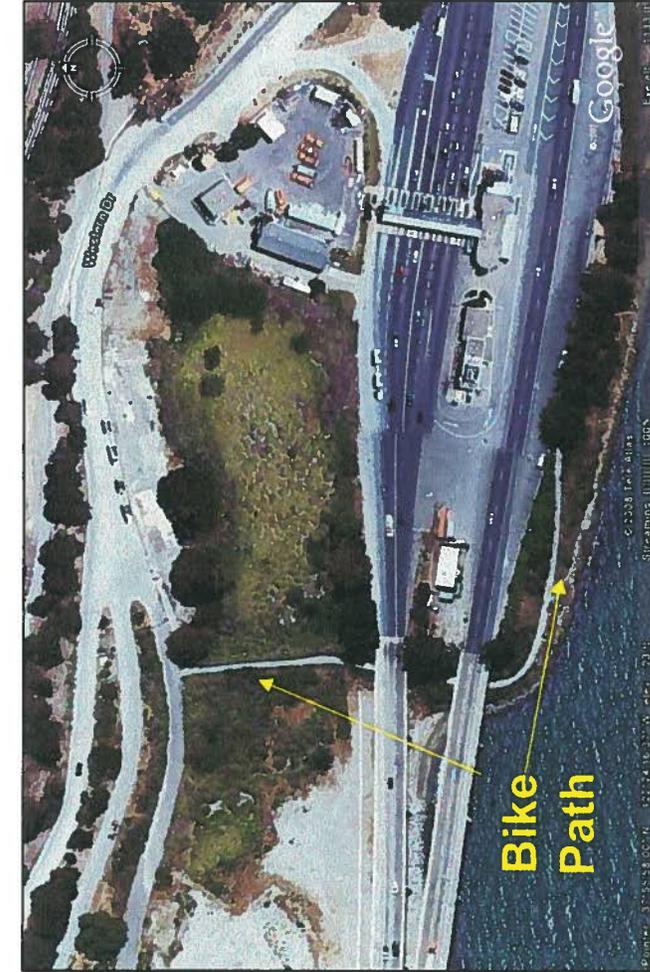
- Funding source : 2010 State Highway Operations and Protection Program (SHOPP).
- Total project cost : \$24 million
- Bids opened on 10/31/12
- Lowest Bidder: West Bay Builders Inc - \$15M
- Construction Schedule:
  - Award Contract – late November 2012
  - Start in early 2013
  - Complete by Spring 2014

## Environmental



- Categorical Exemption (CE)/Categorical Exclusion (CE) issued in early 2009.
- Secured permit from the Bay Conservation and Development Commission (BCDC).
- Provide a bicycle shuttle service during construction.

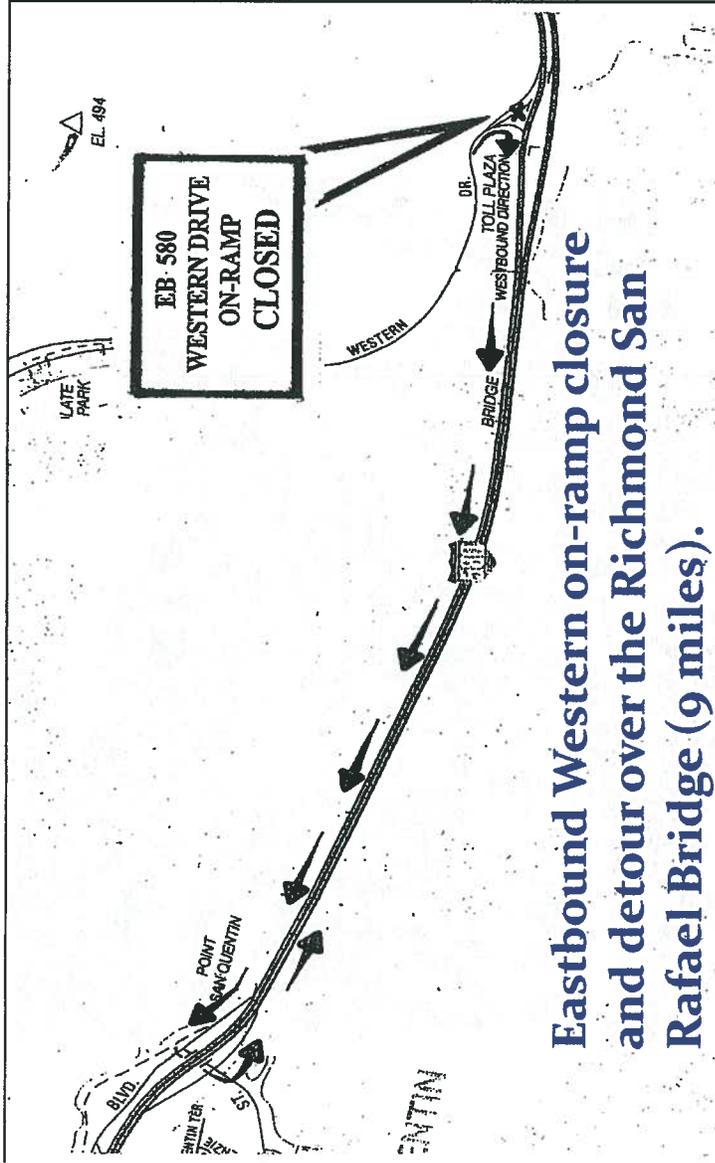
## Use of bicycle path as controlled access



- Obtained BCDC permit amendment.
- Secured temporary easement from Chevron.
- 3/4 ton pickups and smaller
- Use of pilot vehicle and flagger
- 5:30 AM to 9:30 PM

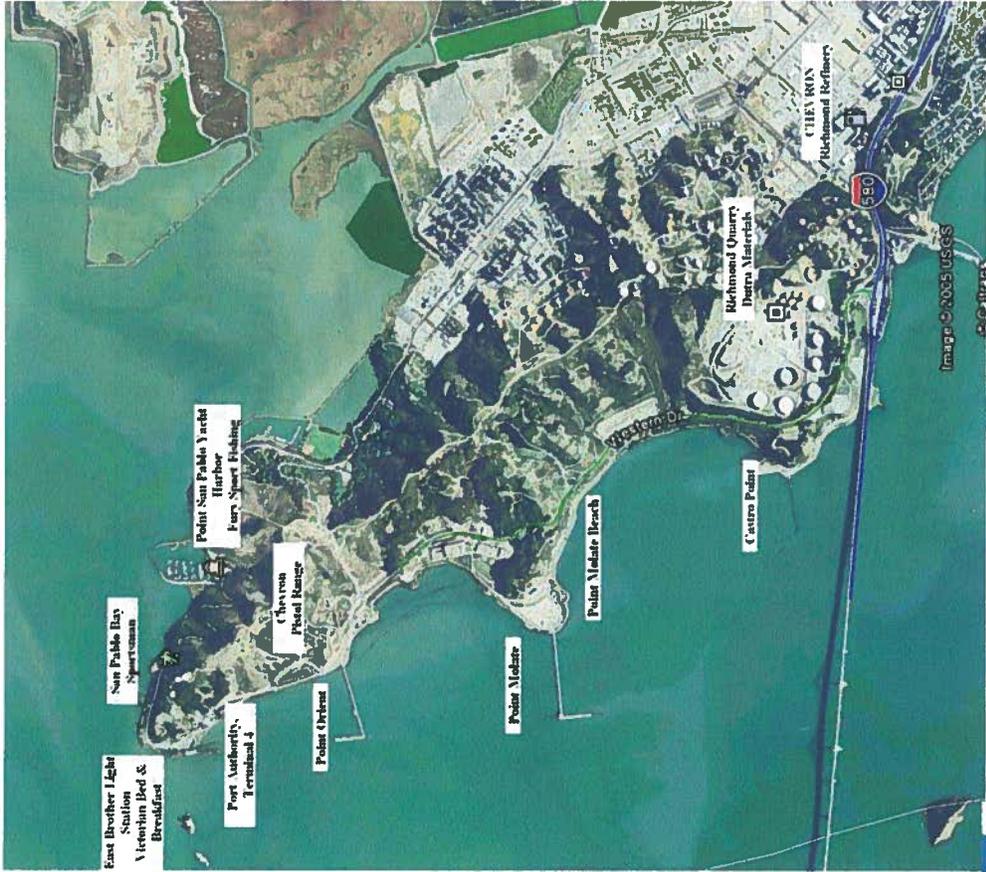
## Detour during on ramp closure

- All vehicles from 9:30PM to 5:30 AM.
- Trucks and Recreational Vehicles at all times.
- Toll passes will be provided to Point Molate residents, businesses, service vehicles and casual visitors.



**Eastbound Western on-ramp closure and detour over the Richmond San Rafael Bridge (9 miles).**

# Outreach



- Coordination with City of Richmond staff, local businesses and residents at Point Molate and Point Richmond.
- Creation of a Project Website, to be updated throughout construction.
- Assignment of a Public Information Officer.
- Community meeting/focus meeting prior to construction

**CITY OF RICHMOND  
STANDARD CONTRACT**

Department: Public Works - Parks	Project Manager: Janice Arnold
Project Manager E-mail: janice_arnold@ci.richmond.ca.us	Project Manager Phone No: (510) 231-3004
PR No: Vendor No: 6065	P.O./Contract No: <i>2078</i>
Description of Services: Pt. Molate Vegetation Control Services	

The parties to this STANDARD CONTRACT do mutually agree and promise as follows:

1. Parties. The parties to this Contract are the City of Richmond (herein referred to as the "City") and the following named Contractor:  
D & H Landscaping, Inc.

Company Name: \_\_\_\_\_

Street Address: P.O. Box 57 \_\_\_\_\_

City, State, Zip Code: Pinole, CA 94564 \_\_\_\_\_

Contact Person: Farrin White \_\_\_\_\_

Telephone: (510) 223-6597 \_\_\_\_\_

Email: fwhite@dandhlandscaping.com \_\_\_\_\_

Business License No: 40008511 \_\_\_\_\_

/ Expiration Date: December 31, 2012 \_\_\_\_\_

A California  corporation,  limited liability corporation  general partnership,  limited partnership,  individual,  non-profit corporation,  individual dba as [specify:] \_\_\_\_\_,  other [specify:] \_\_\_\_\_

2. Term. The effective date of this Contract is August 1, 2012 and it terminates June 30, 2013 unless terminated as provided herein.
3. Payment Limit. City's total payments to Contractor under this Contract shall not exceed \$ 99,000.00. City shall not pay for services that exceed the Contract Payment Limit unless a contract amendment has been approved by the City Council or City Manager.
4. Contractor's Obligations. Contractor shall provide those services and carry out that work described in the Service Plan (Exhibit A) which is attached hereto and is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.
5. City's Obligations. City shall make to the Contractor those payments described in the Payment Provisions (Exhibit B) which are attached hereto and are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

*8.B.1*

6. Authorized Representatives and Notices. This Contract is subject to the Authorized Representatives and Notices Provisions (Exhibit C) which are attached hereto and are incorporated herein by reference.
7. General Conditions. This Contract is subject to the General Conditions (Exhibit D) which are attached hereto and are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.
8. Special Conditions. This Contract is subject to the Special Conditions (Exhibit E) (if any) which are attached hereto and are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein. (Note: other than Public Works contracts, the City will agree to Special Conditions only in unusual circumstances.)
9. Insurance Provisions. This Contract is subject to the Insurance Provisions (Exhibit F) which are attached hereto and are incorporated herein by reference.
10. Signatures. These signatures attest the parties' Contract hereto:

CITY OF RICHMOND  
a municipal corporation

By: \_\_\_\_\_

*George McGough*  
Mayor

Title: \_\_\_\_\_

I hereby certify that this Contract has been approved by City Council.

By: \_\_\_\_\_

*Pam Christie, Deputy*  
City Clerk

Approved as to form:

By: \_\_\_\_\_

*[Signature]*  
City Attorney

CONTRACTOR:  
D & H Landscaping, Inc.

(\* The Corporation Chairperson of the Board, President or Vice President should sign below)

By: \_\_\_\_\_

*[Signature]*

Title: PAYMENT

Date Signed: 8/2/12

(\* The Corporation Chief Financial Officer, Secretary or Assistant Secretary should sign below)

By: \_\_\_\_\_

*[Signature]*

Title: CEO

Date Signed: 8/2/12

(NOTE: Pursuant to California Corporations Code Section 313, if Contractor is a corporation or nonprofit organization, this Contract (1) must be signed by (a) the Chairperson of the Board, President or Vice-President and (b) the Secretary any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.

LIST OF ATTACHMENTS:

Service Plan  
Payment Provisions  
Authorized Representatives and Notices  
General Conditions  
Special Conditions  
Insurance Provisions  
Standard Contract/EJ/TE 9-28-07

Exhibit A  
Exhibit B  
Exhibit C  
Exhibit D  
Exhibit E  
Exhibit F

For the Contract between the City of  
Richmond and  
D & H Landscaping, Inc.

---

**EXHIBIT A  
SERVICE PLAN**

Contractor shall, to the satisfaction of the Parks & Landscaping Superintendent, perform the following services and be compensated as outlined below:

Contractor shall provide all labor, equipment, materials, supplies and services required to perform the work at the Pt. Molate Facilities on Western Drive.

Contractor provide increased quality of weed abatement, landscaping, irrigation systems and facilities cleanliness in the areas encompassed by the Pt. Molate Facilities area. The Contractor will be expected to maintain a constant site presence. Conduct of all employees and subcontractors shall be of the highest professional demeanor at all times and jobsite safety considered top priority.

This contract is for 1 year with a 2 year option to renew by mutual agreement of both parties.

**EXHIBIT B  
PAYMENT PROVISIONS**

**{PLEASE NOTE THAT THE CITY OF RICHMOND SHALL NOT PAY FOR SERVICES THAT EXCEED THE CONTRACT PAYMENT LIMIT UNLESS A CONTRACT AMENDMENT HAS BEEN APPROVED BY THE CITY COUNCIL OR THE CITY MANAGER}**

1. Provided Contractor is not in default under this Contract, Contractor shall be compensated as provided below.
2. Any and all payments made pursuant to this Contract shall be subject to the Contract Payment Limit. The Payment Limit includes expenses (phones, photo copying, meals and travel etc). Invoices, shall be adequately detailed, based on accurate records, and be in a form reasonably satisfactory to the City. Contractor may be required to provide back-up material upon request.
3. Contractor shall submit timely invoices to the following address:  
  
Attention: City of Richmond, Finance Department - Accounts Payable  
Project Manager: Janice Arnold Department: Public Works - Parks  
PO Box 4046  
Richmond, CA 94804-0046
4. All invoices that are submitted by Contractor shall be subject to the approval of the City's Project Manager, Janice Arnold before payments shall be authorized.
5. The City will pay invoice(s) within 45 days after completion of services to the City's satisfaction. The City shall not pay late fees or interest.
6. A Richmond business license shall be obtained before any payment under this Contract shall be authorized and the business license must be kept current during the term of this Contract for payments to continue to be authorized.
7. All insurance coverage required by this Contract shall be provided by the Contractor before this Contract shall be executed by the City. The insurance coverage must be kept current during the term of this Contract for payments to continue to be authorized.

**EXHIBIT C**  
**AUTHORIZED REPRESENTATIVES AND NOTICES**

1. Notices. All notices, demands, statements, or communications provided for by this Contract shall be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to the City shall be addressed to the Department Head and (as delineated below in section 1.1) to the project manager responsible for the administration of or the supervision of the scope of work under this Contract. Notices to the Contractor shall be addressed to the party designated by Contractor (as delineated below in section 1.2). Notice shall be deemed delivered (a) upon personal delivery; (b) as of the fifth business day after mailing by United States certified mail, postage prepaid, addressed to the proper party; or (c) as of 12:00 p.m. on the second business day immediately after the day it is deposited with and accepted by Federal Express, or a similar overnight courier service, addressed to the proper party and marked for next business day morning delivery. For the purposes of this Contract, a "business day" means any day Monday through Friday that is not a holiday recognized by the federal government or the State of California.

1. 1 CITY hereby designates as its Authorized Representative the Project Manager whose name and address are as follows:

Janice Arnold

\_\_\_\_\_  
City of Richmond

\_\_\_\_\_  
3201 Leona Avenue

\_\_\_\_\_  
Richmond, CA 94804-0046

1. 2 CONTRACTOR hereby designates as its Authorized Representative the Project Manager whose name and address are as follows:

Farrin White

\_\_\_\_\_  
D & H Landscaping, Inc.

\_\_\_\_\_  
P.O. Box 57

\_\_\_\_\_  
Pinole, CA 94564

**EXHIBIT D**  
**GENERAL CONDITIONS**

1. Independent Contractor. Contractor acknowledges, represents and warrants that Contractor is not a regular or temporary employee, joint venturer or partner of the City, but rather an independent Contractor. This Contract shall not be construed to create an agency, servant, employee, partnership, or joint venture relationship. As an independent Contractor, Contractor shall have no authority to bind City to any obligation or to act as City's agent except as expressly provided herein. Due to the independent Contractor relationship created by this Contract, City shall not withhold state or federal income taxes, the reporting of which shall be Contractor's sole responsibility.
2. Brokers. Contractor acknowledges, represents and warrants that Contractor has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.
3. City Property. The rights to applicable plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained pursuant to this Contract, which, upon request, are to be delivered to City within a reasonable time, shall be deemed assigned to City. If applicable, Contractor shall prepare check prints upon request. Notwithstanding the foregoing, Contractor shall not be obligated to provide to City proprietary software or data which Contractor has developed or had developed for Contractor's own use; provided, however, that Contractor shall, pursuant to Section 15 below, indemnify, defend and hold harmless City from and against any discovery or Public Records Act request seeking the disclosure of such proprietary software or data.
4. Patents, Trademarks, Copyrights and Rights in Data. Contractor shall not publish or transfer any materials, discoveries, developments, concepts, designs, ideas, know how, improvements, inventions and/or original works of authorship resulting from activities supported by this Contract without the express prior written consent of the City Manager. If anything resulting from activities supported by this Contract is patentable, trademarkable, copyrightable or otherwise legally protectable, City reserves the exclusive right to seek such intellectual property rights. Notwithstanding the foregoing, Contractor may, after receiving City's prior written consent, seek patent, trademark, copyright or other intellectual property rights on anything resulting from activities supported by this Contract. However, City reserves, and Contractor irrevocably grants, a nonexclusive, fully paid-up, royalty-free, assumable, perpetual, worldwide license, with the right to transfer, sublicense, practice and exploit said license and the right to make, have made, copy, modify, make derivative works of, use, sell,

import, and otherwise distribute under all applicable intellectual properties without restriction of any kind said license.

Contractor further agrees to assist City, at City's expense, in every proper way to secure the City's rights in any patents, trademarks, copyrights or other intellectual property rights relating thereto, including the disclosure to City of all pertinent information and data with respect thereto. Contractor shall also assist City in the execution of all applications, specifications, oaths, assignments, recordations, and all other instruments which City shall deem necessary in order to apply for, obtain, maintain and transfer such rights, or if not transferable, to waive such rights. Contractor shall further assist City in the execution of all applications, specifications, oaths, assignments, recordations and all other instruments which City shall deem necessary in order to assign and convey to City, and any assigns and nominees the sole and exclusive right, title and interest in and to any patents, trademarks, copyrights or other intellectual property rights relating thereto. Contractor further agrees that its obligation to execute or cause to be executed, when it is in Contractor's power to do so, any such instruments or papers shall continue during and at all times after the end of Contractor's services and until the expiration of the last such intellectual property right. Contractor hereby irrevocably designates and appoints City, and its duly authorized officers, agents and servants, as its agent and attorney-in-fact, to act for and in its behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the application for, prosecution, issuance, maintenance or transfer of letters of patents, copyright and other registrations. This power of attorney is coupled with an interest and shall not be affected by Contractor's subsequent incapacity.

5. Inspection. Contractor's performance, place of business and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of the CITY, the State of California, and the United States Government.

If the project or services set forth in Exhibit A shall be performed on City or other public property, City shall have the right to inspect such work without notice. If such project or services shall not be performed on City or other public property, City shall have the right to inspect such work upon reasonable notice.

6. Services. The project or services set forth in Exhibit A shall be performed to the full satisfaction and approval of City. In the event that the project or services set forth in Exhibit A are also itemized by price, City, in its sole discretion, may, upon notice to Contractor, delete certain items or services set forth in Exhibit A, in which case there shall be a corresponding reduction in the amount of compensation paid to Contractor.

Contractor shall, at its own cost and expense, furnish all facilities and equipment necessary for Contractor to complete the project or perform the services required herein, unless otherwise provided in Exhibit A.

7. Records. Contractor shall keep and make available for inspection and copying by authorized representatives of the City, the State of California, and the United States Government, the Contractor's regular business records and such additional records pertaining to this Contract as may be required by the City.

Contractor shall retain all documents pertaining to this Contract for a period of five (5) years after this Contract's termination (or for any further period that is required by law) and until all Federal or State audits are complete and exceptions resolved for this contract's funding period. Upon request, CONTRACTOR shall make these records available to authorized representatives of the CITY, the State of California, and the United States Government.

Contractor shall keep full and detailed accounts, maintain records, and exercise such controls as may be necessary for proper financial management under this Contract. The Contractor's accounting and control systems shall be satisfactory to City. Contractor's accounting systems shall conform to generally accepted accounting principles and all records shall provide a breakdown of total costs charged under this Contract, including properly executed payrolls, time records, utility bills, invoices and vouchers. The City shall be afforded prompt access to Contractor's records, books, and Contractor shall preserve such project records for a period of at least five (5) years after the termination of this Contract, or for such longer period as may be required by law.

Contractor shall permit City and its authorized representatives and accountants to inspect, examine and copy Contractor's books, records, accounts, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to the project or services set forth in Exhibit A, and any and all data relevant to this Contract at any reasonable time for the purpose of auditing and verifying statements, invoices, or bills submitted by Contractor pursuant to this Contract and shall provide such assistance as may be reasonably required in the course of such inspection. Contractor shall also allow City access to the record keeping and accounting personnel of Contractor. City further reserves the right to examine and re-examine said books, records, accounts, and data during the five (5) year period following the termination of this Contract; and Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatever for five (5) years after the termination of this Contract.

Pursuant to California Government Code § 10527, the parties to this Contract shall be subject to the examination and audit of representatives of the Auditor General of the State of California for a period of three (3) years after final payment under this Contract. The 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 Contract.

8. Changes and Extra Work. All changes and/or extra work under this Contract shall be performed and paid for in accordance with the following:

Only the City Council or the City Manager may authorize extra and/or changed work. Contractor expressly recognizes that other City personnel are without authorization to either order extra and/or changed work or waive contract requirements. Failure of Contractor to secure the authorization for such extra and/or changed work shall constitute a waiver of any and all right to adjustment in contract price due to such unauthorized work and Contractor thereafter shall be entitled to no compensation whatsoever for performance of such extra and/or changed work.

If Contractor is of the opinion that any work which Contractor has been directed to perform is beyond the scope of this Contract and constitutes extra work, Contractor shall promptly notify City of the fact. The City shall make a determination as to whether or not such work is, in fact, beyond the scope of this Contract and constitutes extra work. In the event that City determines that such work does constitute extra work, City shall provide extra compensation to Contractor on a fair and equitable basis. A change order or Contract Amendment providing for such compensation for extra work shall be negotiated between City and Contractor and executed by Contractor and the appropriate City official.

In the event City determines that such work does not constitute extra work, Contractor shall not be paid extra compensation above that provided herein and if such determination is made by City staff, said determination may be appealed to the City Council; provided, however, a written appeal must be submitted to the City Manager within five (5) days after the staff's determination is sent to Contractor. Said written appeal shall include a description of each and every ground upon which Contractor challenges the staff's determination.

9. Additional Assistance. If this Contract requires Contractor to prepare plans and specifications, Contractor shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and Contractor shall issue

any necessary addenda to the plans and specifications as requested. In the event Contractor is of the opinion that City's requests for addenda and assistance is outside the scope of normal services, the parties shall proceed in accordance with the changes and extra work provisions of Section 8 of these General Conditions.

10. Professional Ability. Contractor acknowledges, represents and warrants that Contractor and its employees are skilled and able to competently provide the services hereunder, and possess all professional licenses, certifications, and approvals necessary to engage in their occupations. City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Contract. Contractor shall perform in accordance with generally accepted professional practices and standards of Contractor's profession. In the event that City, in its sole discretion, desires the removal of any person employed or retained by Contractor to perform services hereunder, such person shall be removed immediately upon receiving notice from City.
11. Business License. Contractor shall obtain a Richmond Business License before performing any services required under this Contract. The failure to so obtain such license shall be a material breach of this Contract and grounds for immediate termination by City; provided, however, that City may waive the business license requirement in writing under unusual or extraordinary circumstances without necessitating any modification of this Contract to reflect such waiver.
12. Termination Without Default. Notwithstanding any provision herein to the contrary, City may, in its sole and absolute discretion and without cause, terminate this Contract at any time prior to completion by Contractor of the project or services hereunder, immediately upon written notice to Contractor. Contractor may terminate this Contract at any time in its sole and absolute discretion and without cause upon 30 days' written notice to City. In the event of termination by either party, Contractor shall be compensated for: (1) all authorized work satisfactorily performed prior to the effective date of termination; (2) necessary materials or services of others ordered by Contractor for this Contract, prior to receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, provided that Contractor is not able to cancel such orders. Compensation for Contractor in such event shall be determined by City in accordance with the percentage of the project or services completed by Contractor; and all of Contractor's finished or unfinished work product through the time of the City's last payment shall be transferred and assigned to City. Additionally, in the event of such termination, the City may proceed with the work in any reasonable manner it chooses.

13. Termination in the Event of Default. Should Contractor fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Contract, City may immediately terminate this Contract by giving written notice of such termination, stating the reasons for such termination. Contractor shall be compensated as provided in Section 12 of these General Conditions; provided, however, there shall be deducted from such amount the amount of damage, including attorney's fees, expert witness fees and costs, if any, sustained by City by virtue of Contractor's breach of this Contract. Additionally, in the event of such termination, the City may proceed with the work in any reasonable manner it chooses.
14. Conflict of Interest. Contractor acknowledges, represents and warrants that Contractor shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Contract. Contractor further acknowledges, represents and warrants that no City official or employee has any economic interest, as defined in Title 2, California Code of Regulations §§ 18703.1 through 18703.5, with Contractor that would invalidate this Contract. Contractor acknowledges that in the event that Contractor shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Contract, all consideration received under this Contract shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Contract for one (1) year.
15. Indemnification. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless City and its officers, employees, elected and appointed officials, and volunteers (the "Indemnified Parties") from and against any and all claims, demands, causes of action, lawsuits (whether at law, equity or both), proceedings, liabilities, losses, damages, expenses, costs (including without limitation attorney's fees and costs and expert witness fees), judgments, penalties, and liens of every nature resulting from injury to or death sustained by any person (including Contractor's employees), or damage to property of any kind, or any other injury or damage whatsoever, which injury, death or damage arises out of or is in any way connected with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this Contract, or its failure to comply with any current or prospective law, regardless of Contractor's fault or negligence, including any of the same resulting from the alleged or actual negligent act or omission of an Indemnified Party, except that said indemnity shall not be applicable to injury, death or damage to property arising from the sole or active negligence or willful misconduct of City, their officers, agents, or servants.

Notwithstanding the foregoing, in the event a particular design, process or product of a particular manufacturer is specified by City in writing, City

shall defend, indemnify and hold Contractor harmless from any suits or claims of patent or copyright infringement arising out of Contractor's use of those specified designs, processes or products. City does not, however, consent to or authorize the unauthorized, unlicensed or otherwise impermissible use of any patented or copyrighted designs, processes, or products by Contractor. Therefore, if Contractor has any reason to believe the use of a specified design, process or product would result in the infringement of any patents or copyrights, Contractor shall promptly provide written notice thereof to City.

If Contractor is subject to a claim of patent or copyright infringement, then Contractor hereby agrees to provide City prompt notice of any such claim, and to permit City to assume and control the defense of such action, with counsel selected by City. Contractor shall not enter into any settlement of any such claim without City's prior written consent, which shall not be unreasonably withheld.

This indemnification obligation shall survive this Contract and shall not be limited by any term of any insurance policy required under this Contract; provided however, that if this Contract is for design professional services, this indemnity provision is limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professional (as defined therein).

16. Safety. Contractor acknowledges that the City is committed to the highest standards of workplace safety. Contractor shall perform all work hereunder in full compliance with applicable local, state and federal safety requirements including but not limited to Occupational Safety and Health Administration requirements, and shall assume sole and complete responsibility for the safety of Contractor's employees and any subContractor's employees. If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Contract, Contractor shall immediately notify the City by telephone.
17. Insurance. Insurance requirements are set forth in Exhibit F to this Contract. Contractor shall abide by the insurance requirements set forth in said Exhibit F.
18. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Contract.
19. Compliance with Laws. Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Contract, including without limitation environmental laws, employment

discrimination laws and prevailing wage laws. Compliance under this provision includes compliance with all provisions of the Richmond Municipal Code ("Municipal Code"), including Chapters 2.50, 2.52, 2.56, and 2.60, if applicable.

Contractor acknowledges that under § 2.60.070 of the Municipal Code ("Living Wage Ordinance"), Contractor shall promptly provide to City documents and information verifying its compliance with the Living Wage Ordinance. Also as prescribed in § 2.60.070, Contractor shall notify each of its affected employees with regards to the wages that are required to be paid pursuant to the Living Wage Ordinance.

Contractor shall comply with § 2.28.030 of the Municipal Code, obligating every Contractor or subcontractor under a contract or subcontract with the City for public work or for goods or for services to refrain from discriminatory employment or subcontracting practices on the basis of race, color, sex, sexual orientation, religious creed, national origin or ancestry of any employee, any applicant for employment or any potential subcontractor.

Contractor acknowledges that the City's Drug Free Workplace Policy, Violence in the Workplace Policy and the Policy Against Workplace Harassment, are available on the City's website at <http://www.ci.richmond.ca.us/workplacepolicies>. Contractor agrees to abide by the terms and conditions of said policies.

20. Limitations upon Subcontracting and Assignment. This Contract binds the heirs, successors, assigns and representatives of Contractor. The Contractor shall not enter into subcontracts for any work contemplated under this Contract and shall not assign this Contract, nor any portion hereof or monies due or to become due, without the prior written consent of the City Council or its designee.

Contractor acknowledges that the services which Contractor shall provide under this Contract are unique, personal services which, except as otherwise provided herein, Contractor shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in City's sole and absolute discretion. In the event that City, in writing, approves any assignment or subletting of this Contract or the retention of subcontractors by Contractor, Contractor shall provide to City upon request copies of each and every subcontract contract prior to the execution thereof by Contractor and subcontractor. Any assignment by Contractor of any or all of its rights under this Contract without first obtaining City's prior written consent shall be a default under this Contract.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Contractor (if applicable), or of the interest of any general partner or joint venturer or syndicate member if Contractor is a partnership or joint-venture or syndicate, which shall result in a change of control of Contractor, shall be deemed an assignment. For this purpose, control shall mean fifty percent or more of the voting power or twenty-five percent or more of the assets of the corporation, partnership or joint-venture.

21. Integration. This Contract constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents exchanged between Contractor and City may be used to assist in the interpretation of the Exhibits to this Contract.
22. Modifications and Amendments. This Contract may be modified or amended only by a change order or Contract Amendment executed by both parties and approved as to form by the City Attorney.
23. Conflicting Provisions. In the event of a conflict between these General Conditions and those of any Exhibit or attachment hereto, these General Conditions shall prevail; provided, however, that any Special Conditions as set forth in Exhibit E shall prevail over these General Conditions. In the event of a conflict between the terms and conditions of any two or more Exhibits or attachments hereto, those prepared by City shall prevail over those prepared by the Contractor, and the terms and conditions preferred by the City shall prevail over those preferred by the Contractor.
24. Non-exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Contractor hereunder shall be non-exclusive, and City reserves the right to employ other Contractors in connection with the project.
25. Exhibits. All Exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit A which does not pertain to the project description, proposal, scope of services, or method of compensation (as applicable) , or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Contract.
26. Force Majeure. Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of such an obligation is prevented or delayed by reason of acts of God, strikes, boycotts, lock-outs, inability to procure materials not related to the price thereof, failure of power, restrictive governmental laws and regulations enacted after the date of this Contract, riots, civil unrest,

acts of terrorism, insurrection, war, declaration of a state or national emergency or other reasons of a like nature not within the reasonable control of such party.

27. Time of the Essence. Time is of the essence of this Contract. Contractor and City agree that any time period set forth in Exhibit A represents their best estimates with respect to completion dates and both Contractor and City acknowledge that departures from the schedule may occur. Therefore, both Contractor and City will use reasonable efforts to notify one another of changes to the schedule. Contractor shall not be responsible for performance delays caused by others, or delays beyond Contractor's control, and such delays shall extend the times for performance of Contractor's work.

28. Confidentiality. Contractor agrees to comply with, and to require its employees, agents and partners to comply with, all applicable State or Federal statutes or regulations respecting confidentially, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that:

All applications and records concerning any individual made or kept by Contractor or any public officer or agency in connection with the administration of or relating to services provided under this Contract will be confidential, and will not be open to examination for any purposes not directly connected with the administration of such service.

No person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service.

29. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Contract shall not be considered "third parties."

30. Governing Law. This Contract shall be construed in accordance with the law of the State of California without regard to principles of conflicts of law. This Contract is made in Contra Costa County, California, and any action relating to this Contract shall be instituted and prosecuted in the courts of Contra Costa County, California.

31. Nonrenewal. Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased or renewed by the City under a new contract following expiration or termination of this Contract, and waives all rights or claims to notice or hearing respecting any failure

by City to continue the purchase of all or any failure to continue purchase of all or any such services from Contractor.

32. Claims. Any claim by Contractor against City hereunder shall be subject to Government Code §§ 800 et seq. The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six months after accrual of the cause of action.
33. Interpretation. This Contract shall be interpreted as if drafted by both parties.
34. Warranty. In the event that any product shall be provided to the City as part of this Contract, Contractor warrants as follows: Contractor possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets any specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of one hundred and eighty (180) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Contractor, at Contractor's expense, including shipping.
35. Severability. In the event that any of the provisions or portions or applications thereof of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, City and Contractor shall negotiate an equitable adjustment in the provisions of the Contract with a view toward effecting the purpose of this Contract, and the validity and enforceability of the remaining provisions or portions or applications thereof, shall not be affected thereby.
36. Authority. City warrants and represents that the signatory hereto (the Mayor of the City of Richmond or the City Manager) is duly authorized to enter into and execute this Contract on behalf of City. The party signing on behalf of Contractor warrants and represents that he or she is duly authorized to enter into and execute this Contract on behalf of Contractor, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Contract on behalf of Contractor.
37. Waiver. The waiver by City of any breach of any term or provision of this Contract shall not be construed as a waiver of any subsequent breach. Inspections or approvals, or statements by any officer, agent or employee of the City relating to the Contractor's performance, or payments

therefore, or any combination of these acts, shall not relieve the Contractor's obligation to fulfill this Contract as prescribed; nor shall the City be thereby stopped from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.

38. Possessory Interest. If this Contract results in the Contractor having possession of, claim to or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue and Taxation Code 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest.

39. Performance and Final Acceptance.

Contractor represents that it is experienced, qualified, registered, licensed, equipped, organized and financed to perform the services under this Contract.

Contractor shall perform the services under this Contract with that degree of skill and judgment normally exercised by professional firms performing services of a similar nature in the State of California, and shall be responsible for the professional quality, technical accuracy and coordination of the services it performs under this Contract. In addition to the other rights and remedies which City may have, Contractor shall, at its own expense, correct any services which fail to meet the above standard.

City shall provide Contractor an opportunity to cure errors and omission which may be disclosed during the review of submittals, with no increase in the authorized Contract Payment Limit. Should Contractor fail to make necessary corrections in a timely manner, such corrections shall be made by the City and the cost thereof shall be charged to Contractor.

If warranted, City shall determine, and Contractor may request such determination, that Contractor has satisfactorily completed performance of this Contract. Upon such determination, City shall issue to Contractor a written Notice of Final Acceptance, after which Contractor shall not incur further costs under this Contract. Contractor shall respond to such Notice of Final Acceptance by executing and submitting to City a Release and Certificate of Final Payment.

40. Survival. The rights and obligations of the parties which by their nature survive termination or completion of the services covered by this Contract shall remain in full force and effect after termination or completion.

For the Contract between the City of  
Richmond and  
D & H Landscaping, Inc.

---

**EXHIBIT E  
SPECIAL CONDITIONS**

The General Conditions are hereby amended to include the following modifications and/or provisions (if applicable):

For the Contract between the City of  
Richmond and  
D & H Landscaping, Inc.

---

**EXHIBIT F**  
**INSURANCE PROVISIONS**

During the entire term of this Contract and any extension or modification thereof, the CONTRACTOR shall keep in effect insurance policies meeting the insurance requirements specified in the insurance provisions which are attached hereto and incorporated herein by this reference.



## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

The additional premium for this endorsement shall be 2.00 % of the total policy premium otherwise due on such remuneration.

The minimum premium for this endorsement is \$ 350.00

Person or Organization	Schedule	Job Description
As Required Per Written Contract.		ALL CALIFORNIA OPERATIONS

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 04/01/12

Policy No. 3310007496-121

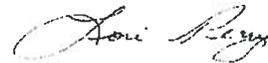
Endorsement No. 1

Insured D&H Landscaping

Premium \$

Insurance Company  
Cypress Insurance Company

Countersigned:



WC 99 04 10A  
(Ed 07-07)



Policy Number: 4019894490

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**CONTRACTOR'S SCHEDULED AND BLANKET ADDITIONAL INSURED**  
**ENDORSEMENT WITH LIMITED PRODUCTS – COMPLETED OPERATIONS**  
**COVERAGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name of Person or Organization:

Designated Project:

**WHERE REQUIRED BY WRITTEN CONTRACT**

(Coverage under this endorsement is not affected by an entry or lack of entry in the Schedule above.)

A. **WHO IS AN INSURED (Section II)** is amended to include as an insured any person or organization, including any person or organization shown in the schedule above, (called additional insured) whom you are required to add as an additional insured on this policy under a written contract or written agreement; but the written contract or written agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to the "bodily injury," "property damage," or "personal and advertising injury."

B. The insurance provided to the additional insured is limited as follows:

1. That person or organization is an additional insured solely for liability due to your negligence and specifically resulting from "your work" for the additional insured which is the subject of the written contract or written agreement. No coverage applies to liability resulting from the sole negligence of the additional insured.
2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the

Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.

3. The coverage provided to the additional insured by this endorsement and paragraph f. of the definition of "insured contract" under **DEFINITIONS (Section V)** do not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written contract or written agreement. When coverage does apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" such coverage will not apply beyond:

- a. The period of time required by the written contract or written agreement; or
- b. 5 years from the completion of "your work" on the project which is the subject of the written contract or written agreement,

whichever is less.

4. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of an architect's, engineer's, or

surveyor's rendering of or failure to render any professional services including:

- a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- b. Supervisory, or inspection activities performed as part of any related architectural or engineering activities.

C. As respects the coverage provided under this endorsement, **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** are amended as follows:

1. The following is added to the Duties In The Event of Occurrence, Offense, Claim or Suit Condition:

e. An additional insured under this endorsement will as soon as practicable:

- (1) Give written notice of an occurrence or an offense to us which may result in a claim or "suit" under this insurance;
- (2) Tender the defense and indemnity of any claim or "suit" to us for a loss we cover under this Coverage Part;
- (3) Tender the defense and indemnity of any claim or "suit" to any other insurer which also has insurance for a loss we cover under this Coverage Part; and
- (4) Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.

f. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "suit" from the additional insured.

2. Paragraph 4.b. of the Other Insurance Condition is deleted and replaced with the following:

#### 4. Other Insurance

##### b. Excess Insurance

This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing to the additional insured's own coverage. This insurance is excess over any other insurance to which the additional insured has been added as an additional insured by endorsement.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured against that "suit." If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**PMCAC Inquiry Register and Tracking**

Item	Description	Requester	Submitted On	Submitted To	Assigned To	Dept.	Subject	Response Delivered	Response Summary	Status
1	Request direct interface to Finance dept. for providing ongoing financial updates	Garrett	11/29/2011	Mayor	Jim Goins	Finance	FINANCE	12/5/2011	Andrea Miller assigned as finance dept. liaison	Closed
2	Request posting of .mp3 files of PMCAC meeting transcripts to PMCAC web page	Garrett		KCRT			MINUTES	2/28/2012	KCRT has posted .mp3 files of PMCAC meeting audio transcripts on City's web site	Closed
3	RLO - Applicability of clause 720 in Remediation Agreement to PMCAC	Garrett	12/19/2011	C. Murray	B. Goodmiller	Legal	FINANCE			Open
4	Determination of who at City receives copies of monthly reports required under Cost Cap Insurance Policy	Beyaert	12/19/2011	C. Murray		City Mgr.	COMPLIANCE	1/30/2012	Answer: Monthly reports are sent to Bill Lindsay, Bruce Goodmiller and Craig Murray. PMCAC will also be copied	Closed
5	Secure copies of the quarterly remediation progress reports submitted by Upstream as per Section 301 (A) (3) of the Remediation Agreement: <b>Section 301. Performance and Funding Obligations of Developer (A) (3) Developer shall make reasonable progress toward performing Environmental. CLARIFY IF THIS OBLIGATION IS SATISFIED WITH THE MONTHLY ACTIVITY REPORTS, Services and shall provide quarterly progress reports to the City.</b>	Beyaert	1/4/2012	C. Murray		City Mgr.	COMPLIANCE			Open
6	Submit proposed agenda to Terraphase for 1/10/12 meeting with the PMCAC C&R Sub-committee	Beyaert	1/4/2012	C. Murray	B. Goodmiller	City Mgr.	REMEDATION	1/5/2012	Proposed agenda approved	Closed
7	Request copies of back-up invoices for all charges to Navy Grant Fund by Terraphase and Arcadis	Garrett	1/4/2012	A. Miller		Finance	FINANCE	Some invoices received on 3/15/2012	Information provided by LaShonda Wilson	Closed
8	RLO - Must every document, spreadsheet, ppt, image, etc. that is displayed/used in support of individual agenda items on the PMCAC agenda be included in the agenda packet? And must that agenda packet (whether containing all of the used/portrayed materials or not) be posted by the same deadline as the deadline for posting of PMCAC meeting agendas?	Garrett	1/13/2012	C. Murray		Legal	BROWN ACT			Open
9	Secure copies of monthly remediation status reports submitted by Terraphase/Arcadis since inception	Garrett	1/13/2012	C. Murray		City Mgr.	REMEDATION	1/25/2012	Terraphase monthly remediation reports will be sent to all PMCAC members and posted on PMCAC repository	Closed
10	Secure copies of all drafts of proposed plans, studies, surveys, and other submissions required by the Water Board - as submitted by Terraphase/Arcadis/Upstream	Beyaert	1/13/2012	C. Murray		City Mgr.	REMEDATION	6/30/2012	Terraphase with agreement by City Mgr. will supply copies of all drafts prior to presentation to the Water Board	Closed

11	Request from Terraphase a , rough & conservative estimate of the size and number of trucks, and no. of truck trips/day required for removing contaminated soil from Pt. Molate, as well as same for hauling clean replacement soil, and any anticipated additional costs involved with trucking out of Pt. Molate via proposed detour during Scofield deck replacement of traveling westbound across S.R./Richmond bridge and returning eastbound.	Beyaert	1/13/2012	C. Murray		City Mgr.	REMEDIATION	2/10/2012	Information supplied by Terraphase to CalTrans	Closed
12	Interpretation of Upstream obligations if any under item 6 contained in Appendix II of the FEIR as cited: 6. Program Management <i>Upstream will provide overall project management including but not limited to subcontractor procurement and management, monthly progress reporting, monthly Clean-up Cost Progress tracking, assist in public outreach and public meetings, maintenance of a public repository of environmental documentation, site field office, site equipment storage, and financial project management.</i>	Garrett	1/13/2012	C. Murray	Legal		COMPLIANCE			Open
13	Secure full details of sums paid and purpose for additional \$1.1M of charges associated with the cost cap insurance premium above and beyond the initial \$3M premium	Beyaert	1/20/2012	C. Murray			REMEDIATION	3/13/2012	Invoices for additional premiums were provided.	Closed
14	Secure copy of the presentation given by Terraphase to C&R S-C on 1/10/12 as initially prepared for a city council study session on plans for compliance with the December water board order.	Garrett	1/20/2012	C. Murray	W. Carson		COMPLIANCE	4/12/2012	Copy of Presentation received and posted to Repository	Closed
15	Provide all documents contained in the bibliography on pages 8-10 of the January 2012 Monthly Remediation Status Report	Garrett	2/16/2012	C. Murray	W. Carson		COMPLIANCE	4/12/2012	Several appendices received and posted to Repository. Some appendices from 2011 and earlier remain outstanding	Partially Open
16	Provide copy of Maze & Assoc. audit of Pt. Molate from Dec 2010 and copy of 2011 annual audit as required under terms of the Navy transfer	Garrett	3/21/2012	C. Murray	L. Wilson		FINANCE			Open
17	Provide copy of Pollution Liability Ins. Policy #G2489658001 from Alliant Insurance Services	Garrett	3/21/2012	C. Murray	R. Kain	Risk	INSURANCE	4/6/2012	Policy provided and posted to Repository	Closed
18	Copy of Appendices to 12/19/11 Draft Investigation Restoration Site 3 Feasibility Study/Remedial Action Plan (FS/RAP) submitted to RWQCB by Terraphase	Beyaert	3/21/2012	C. Murray	W. Carson		REMEDIATION	4/12/2012	Appendices received and posted to Repository	Closed
19	Copy of Draft of the Internal Review of the proposed Fact Sheet as required by RWQCB for Site 3 FS/RAP	Beyaert	3/21/2012	C. Murray	W. Carson		REMEDIATION			Open
20	Copy of Proposed draft plan for RWQCB Order Task #2: Management of soils and groundwater as required by RWQCB by March 15, 2012	Beyaert	3/21/2012	C. Murray	W. Carson		REMEDIATION	4/12/2012	GW and soil fuel level plans received and posted to Repository	Closed
21	Draft of internal review of proposed wetlands mitigation and monitoring plan	Beyaert	3/21/2012	C. Murray	W. Carson		REMEDIATION			Open

Item #	Description	Responsible Party	Date	Category	Staff	Manager	Phase	Status	Notes
22	Copy of 2011 annual UST closure monitoring report submitted to RWQCB.	Beyaert	3/21/2012		C. Murray	W. Carson		Closed	2011 Annual UST Monitoring report received and posted to repository
23	Site 4 Drum Lot 2 Interim Remedial Action Plan approved by RWQCB.	Beyaert	3/21/2012		C. Murray	W. Carson	REMEDIATION	Closed	Received copies of RWQCB's Notes on proposed plan. Final approval remains.
24	RLO - Clarify city's obligations under section 710 of the ETCA; Section 710. Change of Circumstances Each party will promptly notify the other party of any legal impediment, change of circumstances, pending litigation, or any other event or condition that may adversely affect such party's ability to perform this Agreement.	Garrett	3/27/2012		C. Murray	B. Goodmiller	COMPLIANCE	Open	
25	Copies of recently provided billings from Terraphase indicate that the "total authorized budget" for Terraphase engineering for Pt. Molate was \$498,200 on 1/30/11, \$1,290,918 on 7/5/11 and \$2,036,188 on 12/16/11. Please clarify if this is simply a total sum of billing amounts to date or an actual budget number. If the latter, please advise process for establishing the budget, and amending the budget, as well as budget numbers for 2012 through 2014.	Puleo	3/22/2012		C. Murray	A. Miller	FINANCE	Open	
26	Payments to Arcadis per the escrow account detail as of 1/31/12 total \$392,512.40. We have received copies of Arcadis invoice totalling \$164,990. Please provide copies of invoices for the remaining \$227,612.40.	Puleo	3/22/2012		C. Murray	A. Miller	FINANCE	Open	
27	We have received a copy of the work product detail associated with Acardis invoice #0341250 in the amount of \$59,744.78 dated 9/21/10. Please provide work product detail for all other Arcadis invoices.	Puleo	3/22/2012		C. Murray	A. Miller	FINANCE	Open	
28	PMCAC has been supplied copies of Terraphase invoices #110,111,112, and 113 totalling \$37,142. Please supply copies of all other Terraphase Invoices	Puleo	3/22/2012		C. Murray	A. Miller	FINANCE	Closed	
29	Arcadis billed \$30,579.43 under invoice 0344586 for preparation of an FS/RAP for Site 3. Terraphase has been budgeted \$77,000 for this same task and has charged \$50,993 under their invoices 137 and 144 for the same task. What is the authorized budget for developing an FS/RAP for site 3.	Garrett	3/27/2012		C. Murray	A. Miller	FINANCE	Open	
30	Provide FY 2013 Pt. Molate Budget (general fund vs. escrow fund)	Garrett	7/13/2012		C. Murray	A. Miller	FINANCE	Open	
31	Provide copies of all Morrison Foerster invoices	Garrett	7/13/2012		C. Murray	L. Wilson and A. Miller	FINANCE	Open	
	Items outstanding for >30 days are indicated in								
	Items newly added since last submission of tracker are indicated in								
	Indicates status as partially complete								





## Notice of AB 1234 Compliance Options

### Memorandum

Date: October 22, 2012

To: Councilmembers, Board and Commissioner Members, and Department Heads

From: Bruce Reed Goodmiller, Richmond City Attorney

Subject: AB 1234 Mandatory Ethics Training Requirements; Notice of Options

State law requires specified local officials to receive two hours of ethics training.<sup>1</sup> The requirement applies to local officials who either receive compensation for their service to the City of Richmond or are reimbursed for their expenses.<sup>2</sup>

For newly-elected and appointed officials, the requirement is to receive this training within one year of assuming office.<sup>3</sup> For everyone else, the requirement is to receive this training within two years of receiving one's first training.<sup>4</sup> Training and certification of training must take place by December 31, 2012.

The training must cover both ethics laws and ethics principles.<sup>5</sup> There are a number of options for complying with this requirement.

- Training will be offered in the Council Chambers at 440 Civic Center Plaza on December 4, 2012, from 9:30 a.m. to 11:30 a.m. and December 6, 2012, from 1:30 pm to 3:30 p.m. You are only required to attend one two-hour session.
- Self-study materials are available at [www.ca-ilg.org/ab1234compliance](http://www.ca-ilg.org/ab1234compliance). The materials require that you read two articles on public service ethics laws and principles, take a self-assessment test and then submit it to the Institute for Local Government with a

<sup>1</sup> Cal. Gov't Code § 53235(a), (b).

<sup>2</sup> Cal. Gov't Code § 53235(a).

<sup>3</sup> Cal. Gov't Code § 53235.1(b).

<sup>4</sup> Cal. Gov't Code § 53235.1(a).

<sup>5</sup> Cal. Gov't Code § 53235(b).

processing fee for each test. The Institute will review your test(s), provide you the correct answers to the questions and a proof of participation certificate. For those of you who have already been through the basic course, there is a more advanced self-study option to enable you to apply the basic concepts in a particular series of situations. See [www.ca-ilg.org/ab1234advancedcredit](http://www.ca-ilg.org/ab1234advancedcredit)

- The Fair Political Practices Commission (FPPC) offers free online training at <http://localethics.fppc.ca.gov/login.aspx> . This option requires you to log onto the FPPC's website, review various screens of materials, take periodic tests to assure retention of the information and then print out a certificate.
- The Institute for Local Government also offers onsite training to local officials at conferences, regional meetings, and at individual local agencies on a fee basis. For more information see [www.ca-ilg.org/ab1234compliance](http://www.ca-ilg.org/ab1234compliance) and [www.ca-ilg.org/ethics\\_training\\_options](http://www.ca-ilg.org/ethics_training_options).

Once you receive your proof of participation in the required AB 1234 training, please make a copy of the certificate for your records and provide the original to the Richmond City Clerk, Ms. Diane Holmes.<sup>6</sup> These records will be retained as public records for at least five years.<sup>7</sup>

If you have any questions regarding these requirements, please contact Shannon Moore at 620-6509.

BC

cc: Bill Lindsay, City Manager  
Leslie T. Knight, Assistant City Manager/Human Resources Management Director  
Diane Holmes, City Clerk

---

<sup>6</sup> Cal. Gov't Code §§ 53235(e), 53235.2(a).

<sup>7</sup> Cal. Gov't Code § 53235.2(b).



Pt. Molate Remediation Budget Report  
As of May 4, 2012

Transactions	Date	Expenditures	Revenues	Balance
		As of 11/2/2012	As of 11/2/2012	As of 11/2/2012
State Water Resources Control Board	12/3/2010	\$ 3,553.88		\$ 23,297,717.97
Savings Interest - November 2010	12/15/2010		\$ 5,110.49	\$ 23,302,828.46
Savings Interest - November 2010	12/15/2010		\$ 760.49	\$ 23,303,588.95
Arcadis US Inc.	1/5/2011	\$ 105,245.30		\$ 23,198,343.65
RORE, Inc.	1/5/2011	\$ 31,581.00		\$ 23,166,762.65
Terraphase Engineering, Inc.	1/5/2011	\$ 37,142.09		\$ 23,129,620.56
Winehaven Partners, LLC	1/5/2011	\$ 5,418.11		\$ 23,124,202.45
Contra Costa Environmental Health	1/5/2011	\$ 474.00		\$ 23,123,728.45
City of Richmond - MoFo Reimbursement	1/5/2011	\$ 446.25		\$ 23,123,282.20
FAFC Fee Slip - November 2010	1/5/2011	\$ 300.00		\$ 23,122,982.20
Savings Interest - December 2010	1/26/2011		\$ 654.76	\$ 23,123,636.96
Savings Interest - December 2010	1/26/2011		\$ 4,621.71	\$ 23,128,258.67
Savings Interest - December 2010	1/26/2011		\$ 4,951.46	\$ 23,133,210.13
FAFC Fee Slip - December 2010	2/8/2011	\$ 300.00		\$ 23,132,910.13
FAFC Fee Slip - January 2011	2/8/2011	\$ 300.00		\$ 23,132,610.13
Terraphase Engineering, Inc.	2/16/2011	\$ 63,617.92		\$ 23,068,992.21
Winehaven Partners, LLC	2/16/2011	\$ 2,753.49		\$ 23,066,238.72
Contra Costa Environmental Health	2/16/2011	\$ 474.00		\$ 23,065,764.72
Savings Interest - January 2011	2/28/2011		\$ 567.29	\$ 23,066,332.01
Savings Interest - January 2011	2/28/2011		\$ 2,056.91	\$ 23,068,388.92
Savings Interest - January 2011	2/28/2011		\$ 4,918.91	\$ 23,073,307.83
Savings Interest - February 2011	3/1/2011		\$ 1,795.24	\$ 23,075,103.07
Bank Charges - February 2011	3/2/2011	\$ 35.00		\$ 23,075,068.07
Savings Interest Adjustment - February 2011	3/3/2011		\$ 411.38	\$ 23,075,479.45
Savings Interest - February 2011	3/3/2011		\$ 504.17	\$ 23,075,983.62
Savings Interest - June 2010	3/7/2011		\$ (493.14)	\$ 23,075,490.48
Bank Charge	3/7/2011		\$ 20.00	\$ 23,075,510.48
Savings Interest - July 2010	3/7/2011		\$ (732.37)	\$ 23,074,778.11
Savings Interest - August 2010	3/7/2011		\$ (773.33)	\$ 23,074,004.78
Savings Interest - September 2010	3/7/2011		\$ (725.31)	\$ 23,073,279.47
Savings Interest	3/7/2011		\$ 2,704.15	\$ 23,075,983.62
Savings Interest - February 2011	3/28/2011		\$ -	\$ 23,075,983.62
Savings Interest - February 2011	3/28/2011		\$ 4,435.35	\$ 23,080,418.97
Bank Charges - February 2010	3/28/2011	\$ 35.00		\$ 23,080,383.97
Savings Interest - March 2011	4/11/2011		\$ 1,150.69	\$ 23,081,534.66
Savings Interest - March 2011	4/11/2011		\$ 1,150.69	\$ 23,082,685.35
Terraphase Engineering, Inc. c/o Bookkeeping	4/18/2011	\$ 168,063.37		\$ 22,914,621.98
Winehaven Partners, LLC	4/18/2011	\$ 2,680.76		\$ 22,911,941.22
State Water Resources Control Board	4/18/2011	\$ 7,765.81		\$ 22,904,175.41
FAFC Fee Slip - Feb. to April 2011	4/18/2011	\$ 900.00		\$ 22,903,275.41
Bank Charges - March 2011	4/25/2011	\$ (35.00)		\$ 22,903,310.41
Savings Interest - March 2011	4/25/2011		\$ 4,904.82	\$ 22,908,215.23
Savings Interest - March 2011	4/25/2011		\$ 430.34	\$ 22,908,645.57
Savings Interest - March 2011	4/25/2011		\$ 82.19	\$ 22,908,727.76
FAFC Fee Slip - May 2011	5/6/2011	\$ 300.00		\$ 22,908,427.76
Savings Interest - April 2011	5/18/2011		\$ 4,575.58	\$ 22,913,003.34
Savings Interest - April 2011	5/18/2011		\$ 1,024.62	\$ 22,914,027.96
Savings Interest - April 2011	5/18/2011		\$ 1,025.75	\$ 22,915,053.71
Savings Interest - April 2011	5/18/2011		\$ 415.61	\$ 22,915,469.32
Savings Interest - March 2011	5/25/2011		\$ 2,058.59	\$ 22,917,527.91
Savings Interest - April 2011	5/25/2011		\$ 2,180.76	\$ 22,919,708.67
Terraphase Engineering, Inc	6/6/2011	\$ 78,656.54		\$ 22,841,052.13
Winehaven Partners, LLC	6/6/2011	\$ 362.75		\$ 22,840,689.38
FAFC Fee Slip - June 2011	6/6/2011	\$ 300.00		\$ 22,840,389.38
Savings Interest - May 2011	6/22/2011		\$ 1,710.88	\$ 22,842,100.26
Savings Interest - May 2011	6/22/2011		\$ 5,027.83	\$ 22,847,128.09

B.E.2

Pt. Molate Remediation Budget Report  
As of May 4, 2012

Transactions	Date	Expenditures As of 11/2/2012	Revenues As of 11/2/2012	Balance As of 11/2/2012
Savings Interest - May 2011	6/22/2011		\$ 427.76	\$ 22,847,555.85
Savings Interest - May 2011	6/22/2011		\$ 523.78	\$ 22,848,079.63
Savings Interest - May 2011	6/22/2011		\$ 1,049.53	\$ 22,849,129.16
Savings Interest - May 2011	6/22/2011		\$ 1,049.53	\$ 22,850,178.69
Difference between staff calculations and FAFC balance	6/30/2011		\$ 8.63	\$ 22,850,187.32
Terraphase Engineering, Inc. c/o Bookkeeping	7/7/2011	\$ 66,639.77		\$ 22,783,547.55
Winehaven Partners, LLC	7/7/2011	\$ 4,352.37		\$ 22,779,195.18
Savings Interest - June 2011	7/18/2011		\$ 7,000.65	\$ 22,786,195.83
Savings Interest - June 2011	7/18/2011		\$ 419.20	\$ 22,786,615.03
Savings Interest - June 2011	7/20/2011		\$ 2,034.00	\$ 22,788,649.03
Terraphase Engineering, Inc. c/o Bookkeeping	7/29/2011	\$ 37,573.67		\$ 22,751,075.36
Winehaven Partners, LLC	7/29/2011	\$ 574.96		\$ 22,750,500.40
State Water Resources Control Board	7/29/2011	\$ 8,397.38		\$ 22,742,103.02
FAFC Fee Slip - July 2011	7/29/2011	\$ 300.00		\$ 22,741,803.02
Terraphase Engineering, Inc. c/o Bookkeeping	8/23/2011	\$ 99,184.28		\$ 22,642,618.74
Winehaven Partners, LLC	8/23/2011	\$ 221.78		\$ 22,642,396.96
Contra Costa Environmental Health	8/23/2011	\$ 474.00		\$ 22,641,922.96
FAFC Fee Slip - August 2011	8/23/2011	\$ 300.00		\$ 22,641,622.96
Savings Interest - July 2011	8/24/2011		\$ 7,096.07	\$ 22,648,719.03
Savings Interest - July 2011	8/24/2011		\$ 2,097.56	\$ 22,650,816.59
Savings Interest	9/1/2011		\$ 8,047.46	\$ 22,658,864.05
City of Richmond - MoFo Reimbursement	9/8/2011	\$ 3,098.75		\$ 22,655,765.30
City of Richmond - Nichols Reimbursement	9/8/2011	\$ 9,655.72		\$ 22,646,109.58
FAFC Fee Slip - September 2011	9/8/2011	\$ 300.00		\$ 22,645,809.58
Terraphase Engineering, Inc. c/o Bookkeeping	9/14/2011	\$ 109,635.96		\$ 22,536,173.62
Winehaven Partners, LLC	9/14/2011	\$ 89.96		\$ 22,536,083.66
Savings Interest - August 2011	9/19/2011		\$ 2,090.17	\$ 22,538,173.83
Savings Interest - September 2011	10/12/2011		\$ 6,224.06	\$ 22,544,397.89
Terraphase Engineering, Inc. c/o Bookkeeping	10/21/2011	\$ 51,791.39		\$ 22,492,606.50
Winehaven Partners, LLC	10/21/2011	\$ 136.55		\$ 22,492,469.95
City of Richmond - MoFo Reimbursement	10/21/2011	\$ 7,505.00		\$ 22,484,964.95
Morrison & Foerster LLP	10/21/2011	\$ 3,520.00		\$ 22,481,444.95
Nichols Consulting Engineers, CHTD	10/21/2011	\$ 6,234.50		\$ 22,475,210.45
State Water Resources Control Board	10/21/2011	\$ 30,340.20		\$ 22,444,870.25
PG&E	10/21/2011	\$ 6,626.33		\$ 22,438,243.92
Savings Interest - September 2011	10/26/2011		\$ 1,997.61	\$ 22,440,241.53
Bank Saving Charge	11/1/2011	\$ 20.00		\$ 22,440,221.53
Savings Interest - October 2011	11/1/2011		\$ 1,265.06	\$ 22,441,486.59
Terraphase Engineering, Inc. c/o Bookkeeping	11/14/2011	\$ 71,065.26		\$ 22,370,421.33
Winehaven Partners, LLC	11/14/2011	\$ 127.23		\$ 22,370,294.10
Contra Costa Environmental Health	11/14/2011	\$ 474.00		\$ 22,369,820.10
Morrison & Foerster LLP	11/14/2011	\$ 1,933.75		\$ 22,367,886.35
Savings Interest - October 2011	11/21/2011		\$ 2,030.42	\$ 22,369,916.77
Terraphase Engineering, Inc. c/o Bookkeeping	12/8/2011	\$ 158,309.56		\$ 22,211,607.21
Winehaven Partners, LLC	12/8/2011	\$ 127.36		\$ 22,211,479.85
Morrison & Foerster LLP	12/8/2011	\$ 5,305.00		\$ 22,206,174.85
Nichols Consulting Engineers, CHTD	12/8/2011	\$ 4,845.00		\$ 22,201,329.85
State Water Resources Control Board	12/8/2011	\$ 36,003.36		\$ 22,165,326.49
PG&E	12/8/2011	\$ 3,016.85		\$ 22,162,309.64
FAFC Fee Slip - November & December 2011	12/8/2011	\$ 600.00		\$ 22,161,709.64
Savings Interest - November 2011	12/12/2011		\$ 1,955.50	\$ 22,163,665.14
Terraphase Engineering, Inc.	1/25/2012	\$ 110,282.57		\$ 22,053,382.57
Winehaven Partners, LLC	1/25/2012	\$ 127.42		\$ 22,053,255.15
Morrison & Foerster LLP	1/25/2012	\$ 297.50		\$ 22,052,957.65
State Water Resources Control Board	1/25/2012	\$ 11,195.00		\$ 22,041,762.65
Contra Costa Health Services	1/25/2012	\$ 395.00		\$ 22,041,367.65

Pt. Molate Remediation Budget Report  
As of May 4, 2012

Transactions	Date	Expenditures	Revenues	Balance
		As of 11/2/2012	As of 11/2/2012	As of 11/2/2012
Savings Interest - Decemberr 2011	1/30/2012		\$ 2,005.79	\$ 22,043,373.44
Savings Interest - January 2012	2/22/2012		\$ 1,997.55	\$ 22,045,370.99
FAFC Fee Slip - January & February 2012	2/29/2012	\$ 600.00		\$ 22,044,770.99
FAFC Fee Slip - March 2012	3/8/2012	\$ 300.00		\$ 22,044,470.99
FAFC Fee Slip - October 2011	3/8/2012	\$ 300.00		\$ 22,044,170.99
Savings Interest - February 2012	3/14/2012		\$ 1,860.86	\$ 22,046,031.85
Terraphase Engineering, Inc.	3/15/2012	\$ 61,726.26		\$ 21,984,305.59
Terraphase Engineering, Inc.	3/15/2012	\$ 145,489.51		\$ 21,838,816.08
Morrison & Foerster LLP	3/15/2012	\$ 5,801.25		\$ 21,833,014.83
State Water Resources Control Board	3/15/2012	\$ 48,269.05		\$ 21,784,745.78
PG&E	3/15/2012	\$ 3,026.91		\$ 21,781,718.87
FAFC Fee Slip - April 2012	4/16/2012	\$ 300.00		\$ 21,781,418.87
Terraphase Engineering, Inc.	4/23/2012	\$ 121,263.22		\$ 21,660,155.65
Winehaven Partners, LLC	4/23/2012	\$ 137.42		\$ 21,660,018.23
Winehaven Partners, LLC	4/23/2012		\$ 127.42	\$ 21,660,145.65
Morrison & Foerster LLP	4/23/2012	\$ 1,611.25		\$ 21,658,534.40
Savings Interest - March 2012	4/30/2012		\$ 1,979.63	\$ 21,660,514.03
FAFC Fee Slip - May 2012	5/18/2012	\$ 300.00		\$ 21,660,214.03
Terraphase Engineering, Inc.	5/18/2012	\$ 154,907.80		\$ 21,505,306.23
Morrison & Foerster LLP	5/18/2012	\$ 297.50		\$ 21,505,008.73
Savings Interest - April 2012	5/21/2012		\$ 1,900.11	\$ 21,506,908.84
FAFC Fee Slip - May 2012	6/7/2012	\$ 290.00		\$ 21,506,618.84
Savings Interest - May 2012	6/18/2012		\$ 1,950.31	\$ 21,508,569.15
Terraphase Engineering, Inc.	7/9/2012	\$ 129,899.78		\$ 21,378,669.37
Morrison & Foerster LLP	7/9/2012	\$ 1,041.25		\$ 21,377,628.12
City of Richmond - MoFo Reimbursement	7/9/2012	\$ 10,614.35		\$ 21,367,013.77
AT&T	7/9/2012	\$ 34.16		\$ 21,366,979.61
State Water Resources Control Board	7/9/2012	\$ 40,507.27		\$ 21,326,472.34
City of Richmond - Single audit Reimbursement	7/9/2012	\$ 10,234.00		\$ 21,316,238.34
Nichols Consulting Engineers, CHTD	7/9/2012	\$ 22,670.75		\$ 21,293,567.59
Savings Interest - June 2012	7/16/2012		\$ 1,879.15	\$ 21,295,446.74
Terraphase Engineering, Inc.	7/20/2012	\$ 133,279.02		\$ 21,162,167.72
Savings Interest - July 2012	8/22/2012		\$ 1,929.33	\$ 21,164,097.05
Terraphase Engineering, Inc.	8/29/2012	\$ 70,585.19		\$ 21,093,511.86
Contra Costa Health Services	8/29/2012	\$ 632.00		\$ 21,092,879.86
Savings Interest - August 2012	9/12/2012		\$ 1,923.15	\$ 21,094,803.01
Terraphase Engineering, Inc.	9/19/2012	\$ 68,665.72		\$ 21,026,137.29
FAFC Fee Slip - May 2012	10/1/2012	\$ 900.00		\$ 21,025,237.29
FAFC Fee Slip - May 2012	10/9/2012	\$ 300.00		\$ 21,024,937.29
Savings Interest - September 2012	10/15/2012		\$ 1,853.35	\$ 21,026,790.64
Terraphase Engineering, Inc.	10/30/2012	\$ 103,672.81		\$ 20,923,117.83
Contra Costa Health Services	10/30/2012	\$ 316.00		\$ 20,922,801.83
State Water Resources Control Board	10/30/2012	\$ 31,116.76		\$ 20,891,685.07
<b>Current as of 11/2/2012</b>		<b>\$ 7,785,626.68</b>	<b>\$ 177,311.75</b>	
<b>Remaining Balance</b>				<b>\$ 21,660,514.03</b>

2013 PMCAC Meeting Schedule

Pt Molate Community Advisory Committee						
PMCAC Meeting Dates - 2013						
Scheduled for 3rd Mondays, 6:30-8:30pm (Except for Jan. (MLK Jr.) and Feb. (Pres. Day) Holidays)						
<u>Mtg.#</u>	<u>Date</u>					
20	14-Jan					
21	2/11 or 2/15	Date for PMCAC Determination				
22	18-Mar					
23	15-Apr					
24	20-May					
25	17-Jun					
26	15-Jul					
27	19-Aug					
28	16-Sep					
29	21-Oct					
30	18-Nov					
31	16-Dec					

B.F. 1

1.4.3

B.F.2

# Poll "PMCAC Jan. & Feb. 2013 Meeting Date Poll"

<http://doodle.com/3i5umrwepy5zsvnyc>

B.F.W

	January 2013		February 2013		
	Mon 14 6:30 PM	Tue 22 6:30 PM	Mon 11 6:30 PM	Tue 19 6:30 PM	Mon 25 6:30 PM
Eileen Whitty	OK		OK		
Jeanne Korts	OK				OK
Steve Rosing	OK		OK		
Nina Smith	OK	OK	OK	OK	OK
Jim Hite	OK		OK		OK
Pam Stello	OK		OK		OK
Bruce Beyaert	OK	OK	OK	OK	
Dorothy Gilbert	OK	OK	OK	OK	OK
Eduardo Martinez	OK		OK		OK
Joan Garrett	OK				OK
Mary Sundance		OK		OK	OK
Count	10	4	8	4	8



*[Faint, illegible text, possibly bleed-through from the reverse side of the page]*

**City of Richmond – POINT MOLATE COMMUNITY ADVISORY COMMITTEE**

Multi-Purpose Room  
440 CIVIC CENTER PLAZA

**PROPOSED MINUTES  
MONDAY, OCTOBER 15, 2012, 6:30 PM**

**1. CALL TO ORDER**

Chair Garrett called the meeting to order at 6:34 p.m.

**2. ROLL CALL**

Present: Committee Members Beyaert, Christian, Garrett, Gilbert, Hite, Kortz, Martinez, Smith, C., Smith, N., Stello (7:05), Sundance, Whitty.  
Absent: Committee Member Rosing, Satre.  
Staff Present: Gayle McLaughlin, Mayor; Craig K. Murray, Staff Liaison/Development Project Manager II, Successor Agency/Engineering Department; Eric Munson, Fire Inspector I, Richmond Fire Department.

**3. WELCOME AND MEETING PROCEDURES**

Garrett welcomed audience, explained meeting procedures, and discussed the Speaker Card process.

**4. AGENDA REVIEW AND ADOPTION**

Garrett reviewed Agenda items and briefed PMCAC on the Agenda order and speakers. Garrett advised that two Parks and Landscaping items 8a and 8b be moved to the December meeting. Beyaert then motioned to approve the Agenda with the exception of items 8a and 8b to December, C. Smith seconded. Passed unanimously.

**5. ANNOUNCEMENTS THROUGH THE CHAIR**

No Chair Announcements. Beyaert advised an item on East Bay Regional Park District coming up includes Nichols Consulting Engineers that will help getting trail easements serving Point Molate and San Pablo Peninsula.

**6. OPEN FORUM**

No speakers for Open Forum.

**7. PRESENTATIONS, DISCUSSION & ACTION ITEMS**

**A. Presentation of Fire Protection Services at Pt Molate**

Inspector Eric Munson of Richmond Fire Prevention Bureau spoke to the Committee on the Very High Fire Zone in Pt Molate. Munson advised that VHFSZ came about from AB 337 in 1992 and from the Oakland Hills fire and City of Richmond adopted in 1993 for its wildland interface. Munson indicated that Pt Molate property is not really affected by VHFSZ and reviewed conditions of the Pt Molate fire flow systems. Primary water protection is the 12 inch mainline. Munson reviewed Tank A 1.3M gallons and leaking from a prior study at about 15,000 gallons/day and another tank at 200,000 gallons and only way to use is through a gravity fed system but pumps that used to work are inoperable due to electrical theft but valves are operable to get water down to lower parts of system in the map as shown. Cottage and structure fires adjacent to Western Drive would be serviced by hydrants along Western Drive and anything in the hillside areas would be serviced via mutual aid. Munson reviewed pictures showing vandalism of hillside fire protection electrical equipment including Building 73 Pump Station adjacent to the Big Tank A and in early 2000 the system was working but tanks did leak. At this time, hillside fire protection would be Mutual Aid from East Bay Regional Parks and Cal Air Fire. Water drops from helicopters would be used if there were fires in the large Eucalyptus tree groves. Terrain would make very difficult but fire would be attacked primarily on the ground with Richmond and bringing in EBRPD. Munson stated that Chevron does not do wildland fire fighting and would protect their property line. Marin response is 15 minutes and SF is about 1 hour response if available and announced

that Richmond will have its own state of the art fire boat and anticipates that it will be in service by end of 2013 for search and rescue, oil spill and fire protection. Munson noted that both Oakland and Sausalito's Fire Boat at Pelican Harbor are out of service and Richmond would not receive any fire assistance service from US Coast Guard. Munson explained that currently nothing is formalized in regards to sharing services but a plan is being developed. Richmond Fire is working with Pt Molate Caretaker in developing a plan on how to use existing water in the two tanks. Munson opened presentation for questions and Beyaert indicated that he is not too concerned about hillside fires from recent fire fought at Miller Knox Park with EBRPD and their Eagle Helicopter and Richmond Firefighting together during that event and asked if there is enough pressure to protect Winehaven. Munson indicated that there is enough water pressure from the main as long as there is enough time to respond. Pt Molate is a ten minute response and NFPA (National Fire Protection Association) requires a six-minute response time. Four minute time to progress is a concern. It is possible that Chevron fire could get there quicker than Richmond. It is best to have the security guards/staff there to watch and report as quickly to get earliest response. C.Smith inquired about the Tank A 15,000 gallon leak. Munson responded that water comes from reservoir and leak was at time of study but what he seen recently there is a lot of water in Tank now. Whitty advised of Chevron water tank being built above Quarry area. Whitty mentioned that Design Review Board saw the Reservoir about a year ago. Whitty indicated that she can provide information to PMCAC as what was approved at DRB and information on the Chevron Reservoir. Garrett inquired about current gravity system and how will fire protection change with development. Munson referenced the 1999 report and current condition there is ample protection with the 12 main to mitigate any incident and the Gravity system it would feed down below and Richmond Fire would use its tankers with their 1500 GPM pumps from the hillside hydrants that could be fed with tank water. Martinez inquired about pumping bay water. Munson indicated that there is not a viable site to draft because need a certain distance but a fire boat could draft in shallow water and it is possible that a fire boat from Marin could provide a line and Richmond could use that but more likely you would see air drops. Beyaert inquired if Bill Carson from Terraphase remembers seeing leaks. Carson qualified that he does not do fire but remembers in 2000s seeing water on the road but it is not a lot of water relative to the site. Munson said no money is being spent on it now and no water is being pumped into tank now. Munson indicated that Building 66 would pump water into tank and noted about four months ago saw tank and a lot of water in it still. Munson indicated where the reservoirs are located.

B. Discussion on updated status of SRR Bridge Deck/Scofield Ave. replacement by CalTrans

Garrett referenced copies of correspondence in packet with work to begin in March or May.

C. Presentation of proposed remediation technologies and updated time frames for IR Site 3 – FS/RAP by Terraphase

Carson reported on IR Site 3 and with US EPA and Dr. Ava Davis to review in-situ applications. Carson summarized review of NER process described in their letter with meeting at EPA. Concerns with temperature limitations of rotary kiln and EPA response that it is speculative and large amount of energy required if it would work. Carson indicated that fuels would not be reduced to our clean-up levels and EPA expressed if would use then definitely need a pilot study. Carson indicated that he is not convinced that it is proper method based on comments and cost savings, if any, would be minimal. Carson indicated that alternatives are same as before and if Water Board would change position on land use comment for multi-family. Sundance inquired about pilot study cost. Carson believed it would be about \$50,000 and restated concerns with this application. Garrett and Beyaert asked about economics of this process. Carson indicated that process would dig out soil not that contaminated and would not be able to drive off the PAHs necessary to meet the clean-up goals. Garrett inquired about prior spreadsheet about expenditures and if it could be shared. Stello asked if there is a final. Carson stated that he thought he sent it in for review and would look to see where it is at. Garrett indicated that Remediation Escrow is a big item and important for this Committee. Carson indicated that it is about to be sent to insurance but City is trying to get all its expenses together to submit. Garrett asked for it to be shared with the Committee. Whitty inquired about trucking/landfill to site treatment. Carson advised that

the 25% water and economic analysis would rise up costs by needing more water and real cost driver is boiling the water with propane.

D. Presentation of Key Findings and implications of Additional Step Out Investigations at IR Site 4/Drumlot 2 by Terraphase

Carson indicated that the second addendum to this remediation was submitted today and not sure if Mayor has forwarded it on. Garrett inquired to what prompted this. Carson advised it was the depth of the contamination with Membrane Interface Probe (MIP) showed concentrations deeper to the north. In order to do the remediation, showed to Water Board data gap to north and one sample higher concentration to north. Reviewed aerial photo on 7d5 in Agenda packet and discussed sampling methodology and results. Carson noted that there will be about a third more remedial area to the north. Garrett summarized how know find it all and when can determine what source is. Beyaert indicated how know where hot spot of TCE is located. Carson reviewed methodology and Water Board would like to move forward with remediation based on the schedule and Terraphase plan to place a monitoring well on shallow zone area of concern. Beyaert inquired if know history ie TCE solvent cleaning drums. Carson said nothing in Navy documents but looking at data do know that it attenuates before go west towards bay, it is not going north but predominantly going west. Carson summarized good idea where most it is and going forward and can do some additional tests in west area if there could be another area in the upper five feet due to a surface spill. Enhanced reductive dechlorination would be the process implemented. If source did come up, then it would be independent of Ground Water remediation, and could do a soil removal. Stello asked about enhanced reductive dechlorination process. Carson explained that it involves using the injection of an enhanced food grade substrate, feed the system a sugar substrate, the native bacteria will essentially eat the sugar, and they will breathe the oxygen, the nitrates, and breathe the sulfates and as they breathe the sulfates they will become energy competitive for the chain and start to breathe the contaminate and start to tear the chain and chlorine bond to start to gain energy. Carson indicated that it would take about two years and actual process is well known but hard part is actually getting the substrate to the affected area. Garrett summarized Terraphase response to PMCAC questions and asked Carson to update letter. Carson agreed.

E. Discussion of impact/implications of Chevron Richmond Refinery fire on Pt. Molate – PMCAC as a whole

Garrett indicated that this was put on by a PMCAC member as an open item and we have learned a lot about the fire since that time. Garrett provided her observations and opened up to Committee. General discussion about access and security at the refinery.

**8. STAFF REPORTS**

A. Discussion of recently awarded landscape maintenance contract at former NFD, Pt Molate

Item continued to December meeting.

B. Parks and Landscape recommendations for Pt. Molate Beach Rehab based on final decisions of Cosco Busan Settlement Fund awards

Item continued to December meeting.

C. Committee Log for PMCAC inquiries to staff, contractors

Garrett provided information regarding the Inquiry Log. Prior request include budget for General Fund and a balance sheet for the Endowment Fund. Garrett explained that both of these requests were misconstrued as the Endowment Fund. Garrett indicated that \$487,000 is budgeted primarily for Operations & Maintenance including utility invoices and overage of the building shoring. Garrett voiced concern about letter to Carlos Privat in City Attorney Office asking for background on the privileged and confidential nature of several of the prior request. Garrett stated that it is difficult for PMCAC to complete its mission without receiving information and that Security reports and Terraphase invoices cross Murray's desk and they should also be provided to PMCAC. Beyaert suggested that a few of the outstanding items, such as 3,8,24, could be recrafted into a PMCAC request for information letter. Garrett moved that outstanding items be selected for priority and placed into a letter to City Attorney. Beyaert seconded. Mayor noted to forward to Carlos Privat since he has the time to review. Passed unanimously.

9. CONSENT CALENDAR

Beyaert moved, Whitty seconded. Passed unanimously.

10. FUTURE AGENDA ITEMS

Hite inquired about Puleo. Mayor noted that Puleo auto-resigned and asked that he should feel free to re-apply and believes he will move forward with that action. Hite inquired if PMCAC could adjust the 3 meeting missed and you're out rule. Mayor advised that this is from Council direction and there is procedure to reapply but can understand reasons why people miss but she, as Mayor, can reappoint quickly.

Beyaert asked for Pt Molate Beach Park be reopened.

Garrett indicated that Annual Report may be retitled and would like to speak to Mayor on this and we often have additional Agenda items on last few days.

11. CITY COUNCIL LIAISON REPORTS

- A. REPORT BY COUNCILMEMBER/MAYOR MCLAUGHLIN REGARDING RECENT ISSUES IN RICHMOND RELEVANT TO THE ADVISORY COMMITTEE
- B. PMCAC APPOINTMENT STATUS

Mayor stated that City is in discussion informally with Plaintiffs and preparing for Discovery. We should be preparing that all in our computers and type of material, back to 2004, should be available when the Judge asks for this information. Dates have been set for case itself but no other formal information available yet.

N.Smith inquired to cost of legal. Mayor said that it was recently on consent and contracts with Morrison and Forester and advised that it is costing City but we have to defend the City. Beyaert advised that other than Work Plan and Remedial Plan for Site 3, work for PMCAC is really in Limbo until litigation is settled. Mayor indicated that Committee is responsible for reviewing remediation and that the beach park reopening is important, but put it back to PMCAC if there is desire to put Committee on hold. Mayor noted that Committee should have interest in remedial activities but does not have a real sense time of the legal process. C.Smith indicated goal to open Beach Park in Spring but fine with Committee going on hold. N.Smith offered just a small group to cover issues. Garrett noted that it can be covered in November.

12. CHAIR AND SUB-COMMITTEE REPORTS

- a. Clean-Up and Restoration:
  - 1. Synopsis of Terraphase August Monthly Status Reports

Stello summarized that Carson provided main points in prior presentation and then discussed IR Site 3 and 4 and clean up goals were discussed with Carson. Carson explained it is in suspended animation until decisions made with Water Board. Carson advised to be in compliance with plan during beach clean up. Stello asked about Wetland Mitigation. Carson stated look into and Corp said they are ready to go and will check on Water Board. Carson noted that just spoke about IR Site 4 and will give the insurance report out that you really want to see. 2. Synopsis of Notice of No Further Action for UST #12 Stello said seemed standard, IR Site 1 and inquired on pump permit that it seemed standard. Whitty commented. Garrett inquired on non-routine maintenance on bioreactor plant. Carson advised it is a catch all if when does something wrong go out but advised that Ryan Janoch has new assistant hired to help with standard reports. Beyaert noted that September monthly report received and discussion. Garrett noted that UST #12 is now closed.

b. Outreach 1. Status of the UC Berkeley team project

Hite advised that there are four students from UC Berkeley and Hite and Martinez showed them the town. Mayor inquired what purpose of students work. Garrett advised that they are Graduate Students conducting live outreach projects as part of their work in Landscape Architecture School. Stello advised that students work on Greenway and other projects. Beyaert inquired that they would work on plan and not doing outreach and if they are doing outreach need to pay attention what they are doing. Garrett indicated generally don't but if they do it may be a poll. Hite asked if students work could also be tied into Grant writing and support.

c. Grant Development 1. Grant application status Stello reported that haven't heard from Moore Foundation, a large grant foundation, and Wells Fargo Grant call for proposals just came out on the seventh and will get a proposal for Beach together. Garrett reported that grant site team will tour the Beach Park and will inquire about programmatic work on design. Beyaert inquired if this is NPS RTCA and Garrett indicated yes. S.Smith inquired on Baykeeper. Garrett reported still working on it and visit park to identify structures. Mayor indicated Garrett to meet with Parks, consider EBRPD, and start to put in funded improvements.

d. Chair 1. Identification of pending schedule conflicts Garrett asked if any November conflicts. Committee reported none. Garrett reported on Beach Park funding and prioritization and additional needs such as security and with timing there is no chance that Park will be open next season.

### 13. ADJOURNMENT

N.Smith moved to adjourn the meeting at 8:38 pm, seconded by C.Smith. Passed unanimously.

### 14. SCHEDULED MEETINGS

Committee Meeting – .

Monday, November 19, 2012, 6:30 p.m., Multi-Purpose Room, 440 Civic Center Plaza

Minutes respectfully submitted by:

\_\_\_\_\_

Craig K. Murray, PMCAC Staff Liaison

9.A.5

Faint, illegible text at the top of the page, possibly a header or introductory paragraph.

Second block of faint, illegible text, appearing to be the main body of the document.

Third block of faint, illegible text, continuing the main body of the document.

Fourth block of faint, illegible text, possibly a concluding paragraph or a list of items.

2.2.2

9.A.6



October 15, 2012

Mr. George Leyva  
California Regional Water Quality Control Board  
San Francisco Bay Region  
1515 Clay Street, Suite 1400  
Oakland, California 94612

*sent via: email*

**Subject: Monthly Remediation Status Report for Work in September 2012, Former Naval Fuel Depot Point Molate Richmond, California**

Dear Mr. Leyva:

This monthly remediation status report summarizes the remediation activities conducted by Terraphase Engineering Inc. (Terraphase) under the direction of Upstream Point Molate LLC (Upstream) on behalf of the City of Richmond at the former Naval Fuel Depot Point Molate (the Site). This remediation status report is intended to meet the requirements of Task 9 in the Regional Water Quality Control Board (RWQCB) Order R2-2011-0087 (RWQCB 2011d). The requirements of Task 9 are as follows:

*The Discharger shall submit a report to the Regional Water Board, 30 days prior to the start of any onsite remediation activities, and then on a monthly basis beginning 30 days after the start of the remediation activities, outlining the onsite remediation activities accomplished during the past month and those planned for the following month. The first monthly report at the beginning of each quarter shall include monitoring and test results and any conclusions or proposed changes to the remediation process based on those results. If any changes to the remediation are proposed during any monthly report, applicable supporting monitoring or test data will be submitted at that time. The status report shall also verify that the Prohibitions in Section A, stipulated above, have been adhered to. Should any of those prohibitions be trespassed, the report shall propose a recommendation acceptable to the Executive Officer to correct the trespass.*

This remediation status report provides a monthly update on the progress of environmental investigations, remediation, maintenance, and monitoring at the Site. This report is organized around each task listed in the RWQCB Order R2-2011-0087 (RWQCB 2011d). Additional tasks related to the Installation Restoration (IR) Site 3 Packaged Groundwater Treatment Plant (PGWTP) and site-wide groundwater monitoring are also included below. For major work tasks completed in 2011, please see the monthly status report for December 2011 (Terraphase 2012a). A reference list of reports and submittals is included as an attachment to this letter.

**Task 1: Soil Cleanup Goals (Compliance Date: February 13, 2012)**

*Work completed in September 2012:*

1. Communication with City of Richmond and Upstream regarding soil cleanup goals

*Major Work Items Previously Completed in 2012:*

1. Prepared proposed soil cleanup goals (included in the draft Excavation Delineation and Waste Characterization of Petroleum-Affected Soil Report [Terraphase 2012k]) for review by the City of Richmond and Upstream per the Work Plan for Excavation Delineation and Waste Characterization of Petroleum-Affected Soil (Terraphase 2011m) approved by the RWQCB (RWQCB 2011a)
2. Responded to City of Richmond and Upstream comments on proposed soil cleanup goals
3. Prepared and submitted the proposed soil cleanup goals (included in the draft Excavation Delineation and Waste Characterization of Petroleum-Affected Soil Report [Terraphase 2012k]) to the RWQCB
4. Meeting with City of Richmond and RWQCB regarding the proposed soil cleanup goals on February 16 and 29 and March 29, 2012
5. Meeting with the RWQCB, the City of Richmond, and Upstream on April 19, 2012 regarding the soil cleanup goals
6. Responded to RWQCB comments and concerns regarding the proposed soil cleanup goals (RWQCB 2012b)

*Upcoming Work in October 2012:*

1. None

**Task 2: Soil and Groundwater Management Plan (Compliance Date: March 15, 2012)**

*Work completed in September 2012:*

1. Submitted the final Soil and Groundwater Management Plan (SGWMP) to the RWQCB (Terraphase 2012jj)

*Major Work Items Previously Completed in 2012:*

1. Prepared and submitted the internal draft SGWMP outline to City of Richmond, Upstream, and RWQCB for approval
2. Prepared and submitted an extension request letter to the RWQCB
3. Continued development of the internal draft soil and groundwater management plan (SGWMP)
4. Meeting with the RWQCB on May 30, 2012 regarding the internal draft SGWMP
5. Presentation to the PMCAC on June 18, 2012 regarding the draft SGWMP
6. Submit the internal draft SGWMP to the City of Richmond and Upstream
7. Developed and submitted the draft SGWMP to the City of Richmond, Upstream, the Point Molate Community Advisory Committee (PMCAC), and the RWQCB
8. Meeting with the RWQCB regarding their comments on the draft SGWMP

*Upcoming Work in October 2012:*

1. Not Applicable

**Task 3a: IR Site 3 Feasibility Study and Remedial Action Plan (Compliance Date: May 4, 2012)**

*Work completed in September 2012:*

1. Development of an internal draft work plan for the waste characterization of the industrial waste area

2. Pre-project planning for the waste characterization of the industrial waste area
3. Communication with the RWQCB and the Office of Historic Preservation regarding the wetland mitigation and monitoring plan and permits

*Major Work Items Previously Completed in 2012:*

1. Developed and submitted the Section 404 permit application (Terraphase 2012h) and Pre-Construction Notification (Terraphase 2012i) to the USACE
2. Developed and submitted the Section 401 permit application (Terraphase 2012g) to the RWQCB
3. Developed and submitted the administrative permit application (Terraphase 2012l) to the Bay Conservation and Development Commission (BCDC)
4. Submitted the draft Excavation Delineation and Waste Characterization of Petroleum-Affected Soil Report (Terraphase 2012k) to the RWQCB (See Task 1 of this report)
5. Meeting with the City of Richmond and RWQCB regarding the draft Feasibility Study and Remedial Action Plan (FS/RAP; Terraphase 2011s) and the draft Excavation Delineation and Waste Characterization of Petroleum-Affected Soil Report (Terraphase 2012k) on February 16, February 29, and March 29, 2012
6. Site visit and meeting with the RWQCB on March 26, 2012 regarding the Section 401 permit application (Terraphase 2012g)
7. Site visit and meeting with the USACE regarding the Section 404 permit application (Terraphase 2012h) on May 1, 2012
8. Development of the internal draft documents, including the public fact sheet, Stormwater Pollution Prevention Plan (SWPPP), Health and Safety Plan (HASP), Site Security Plan, Contingency Plan, and Transportation Control Plan (TCP) for the remedial activities
9. Developed the internal draft remedial design details – plans and specifications
10. Developed and submitted the wetlands mitigation and monitoring plan (Terraphase 2012p) to the RWQCB and United States Army Corps of Engineers (USACE)
11. Prepared and submitted responses to the BCDC regarding their comments on the administrative permit application (Terraphase 2012l)
12. Prepared and submitted a consultation letter to the California Office of Historic Preservation regarding national historic district non-contributing elements (City of Richmond 2012)
13. Meeting with the City of Richmond, Upstream, and the RWQCB regarding the draft Feasibility Study and Remedial Action Plan (FS/RAP; Terraphase 2011s) and the draft Excavation Delineation and Waste Characterization of Petroleum-Affected Soil Report (Terraphase 2012k) on April 19, 2012
14. Developed and submitted a soil gas investigation work plan to the City of Richmond, Upstream, and RWQCB for review (Terraphase 2012w)
15. Developed the internal draft response to comments to the review and comments letter on the draft FS/RAP from the RWQCB (RWQCB 2012b)
16. Conducted a soil gas investigation on IR Site 3 per the Soil Gas Survey Work Plan (Terraphase 2012w)
17. Submitted the soil gas investigation summary to the RWQCB (Terraphase 2012ee)

*Upcoming Work in October 2012:*

1. Development of the internal draft remedial design details – plans and specifications
2. Submit the draft work plan for the waste characterization of the industrial waste area to the RWQCB, Upstream, and the City of Richmond
3. Pre-project planning for the waste characterization of the industrial waste area

**Task 3b: IR Site 3 Remedial Action Completion Report (Compliance Date: February 3, 2014)**

Not Applicable

**Task 4a: IR Site 4 Interim Remedial Action Work Plan (Compliance Date: April 3, 2012)**

*Work completed in September 2012:*

1. Pre-project planning and discussions with the City of Richmond, Upstream, and the RWQCB regarding the interim remedial measures
2. Groundwater monitoring to determine the extent of contamination
3. Prepared and submitted Step Out Investigation letter for Building 87 area (Terraphase 2012ii)

*Major Work Items Previously Completed in 2012:*

1. Implementation of the design investigation for remedial activities of VOCs in the groundwater per the Groundwater Remediation Work Plan IR Site 4, Drum Lot 2/Building 87 Area (Terraphase 2011r) approved by the RWQCB (RWQCB 2011c)
2. Membrane interface probe (MIP) investigation per the Groundwater Remediation Work Plan IR Site 4, Drum Lot 2/Building 87 Area (Terraphase 2011r) approved by the RWQCB (RWQCB 2011c)
3. Meeting with the City of Richmond's representative from Nichols Consulting to discuss investigation results on February 8, 2012
4. Review of soil gas and MIP investigation data with the City of Richmond consultant and discuss potential changes to interim remedial measures implementation on March 30, 2012 and on April 18, 2012
5. Groundwater monitoring well installation and sampling
6. Prepared and submitted a response letter (Terraphase 2012q) to PMCAC comments on the Groundwater Remediation Work Plan IR Site 4, Drum Lot 2/Building 87 Area (Terraphase 2011r)
7. Prepared and submitted the addendum (Terraphase 2012r) to the Groundwater Remediation Work Plan IR Site 4, Drum Lot 2/Building 87 Area (Terraphase 2011r) to the RWQCB
8. Prepared and submitted the Step Out Investigation, Building 87 Area letter to the City of Richmond, Upstream, and the RWQCB (Terraphase 2012gg)

*Upcoming Work in October 2012:*

1. Additional groundwater monitoring to determine extent of contamination
2. Pre-project planning for interim remedial measures
3. Prepare a step-out investigation summary report

**Task 4b: IR Site 4 Interim Remedial Action Completion Report (Compliance Date: November 2, 2012)**

Not Applicable

**Task 4c: IR Site 4 Human Health Risk Assessment (Compliance Date: November 4, 2013)**

Not Applicable

**Task 4d: IR Site 4 Feasibility Study and Remedial Action Plan (Compliance Date: February 3, 2014)**

Not Applicable

**Task 4e: IR Site 4 Remedial Action Completion Report (Compliance Date: February 3, 2015)**

Not Applicable

**Task 5: UST Management Plan (Compliance Date: March 4, 2013)**

None

**Task 6: UST Removal Plan (Compliance Date: 90 days prior to UST demolition)**

Not Applicable

**Task 7: UST Status Report (Compliance Date: June 3, 2012)**

*Work completed in September 2012:*

1. Conducted routine monthly underground storage tank (UST) closure monitoring inspections per the Post-Closure UST Maintenance and Monitoring Plan (ITSI 2005)
2. Communication with RWQCB regarding groundwater monitoring well decommissioning

*Major Work Items Previously Completed in 2012:*

1. Conducted routine monthly and quarterly UST closure monitoring inspections per the Post-Closure UST Maintenance and Monitoring Plan (ITSI 2005)
2. Conducted structural inspections of four closed USTs per the Post-Closure UST Maintenance and Monitoring Plan (ITSI 2005)
3. Prepared and submitted the annual 2011 UST closure monitoring report (Terraphase 2012d) to the RWQCB
4. Field inspection, identification, and implementation of maintenance activities on the UST features (such as monitoring wells and drains)
5. Conducted brush clearing on USTs' drainage features to improve access for monitoring
6. Conducted routine quarterly underground storage tank (UST) closure monitoring inspections per the Post-Closure UST Maintenance and Monitoring Plan (ITSI 2005)
7. Prepared the internal draft structural inspection report based on UST inspection in January 2012
8. Installed "Keep Off" signs on the USTs warning vehicle traffic to stay off the tops of the USTs
9. Clean out drainage structures identified as requiring maintenance
10. Prepared and submitted the first quarter 2012 UST closure monitoring report to the RWQCB (Terraphase 2012u)
11. Prepared and submitted the second quarter 2012 UST closure monitoring report to the City of Richmond, Upstream, and the RWQCB (Terraphase 2012aa)

*Upcoming Work in October 2012:*

1. Conduct routine quarterly UST closure monitoring inspections
2. Clean out drainage structures identified as needing maintenance

**Task 8: Amended Land Use Controls (Compliance Date: When environmental closure is requested)**

Not Applicable

**Task 9: Remediation Status Reports (Compliance Date: Monthly)**

*Work completed in September 2012:*

1. Submitted monthly status report for August 2012 (Terraphase 2012hh)
2. Developed the internal draft insurance budget update for ACE Group
3. Meeting with City of Richmond regarding project status on September 7, 2012
4. Site visit with City of Richmond on September 17, 2012

*Major Work Items Previously Completed in 2012:*

1. Submitted monthly status report for December 2011 (Terraphase 2012a)
2. Submitted monthly status report for January 2012 (Terraphase 2012j)
3. Submitted monthly status report for February 2012 (Terraphase 2012m)
4. Submitted monthly status report for March 2012 (Terraphase 2012n)

5. Submitted monthly status report for April 2012 (Terraphase 2012v)
6. Meeting with ACE Group on May 2, 2012 regarding insurance reporting requirements
7. Submitted monthly status report for May 2012 (Terraphase 2012x)
8. Submitted monthly status report for June 2012 (Terraphase 2012y)
9. Submitted monthly status report for July 2012 (Terraphase 2012ff)

*Upcoming Work in October 2012:*

1. Submit monthly remediation status report for September 2012 to the RWQCB
2. Submit the insurance budget summary and status report to Upstream, the City of Richmond, and ACE Group

**Task 10: Discoveries During Facility Redevelopment (Compliance Date: 60 days from initial discovery)**

None

**Task 11: IR Site 1 ROD (Compliance Date: None)**

*Work completed in September 2012:*

1. Routine monthly landfill inspection of signs, gates, locks, etc. per the Final Post-Closure Maintenance and Monitoring Plan (TTEMI 2002)
2. Routine operation, maintenance, and monitoring of the landfill treatment system

*Major Work Items Previously Completed in 2012:*

1. Routine monthly and quarterly landfill inspection of signs, gates, locks, etc. per the Final Post-Closure Maintenance and Monitoring Plan (TTEMI 2002)
2. Quarterly landfill inspection with the Contra Costa County Environmental Health Services Department
3. Routine operation, maintenance and monitoring of the landfill treatment system
4. Prepared and submitted the fourth quarter 2011 landfill monitoring report to the RWQCB (Terraphase 2012c)
5. Installation of temporary treatment equipment due to an extended power failure
6. Prepare and submit the first quarter 2012 landfill monitoring report to the RWQCB (Terraphase 2012t)
7. Evaluation of existing treatment system data and proposed treatment system modifications
8. Prepared and submitted the second quarter 2012 landfill monitoring report to the City of Richmond, Upstream, and the RWQCB (Terraphase 2012bb)

*Upcoming Work in October 2012:*

1. Routine monthly landfill inspection of signs, gates, locks, etc.
2. Routine operation, maintenance, and monitoring of the landfill treatment system

**Task 12: Construction Stormwater General Permit (Compliance Date: Prior to field work)**

Not Applicable

**IR Site 3: PGWTP**

Terraphase, under the direction of Upstream and the City of Richmond, operates, maintains, monitors, and prepares the quarterly and annual monitoring reports for the PGWTP under the existing General Waste Discharge Requirements for: Discharge or Reuse of Extracted and Treated Groundwater Resulting from the Cleanup of Groundwater Polluted by Volatile Organic Compounds (VOC), Fuel Leaks and Other Related Wastes (VOC and Fuel General Permit) (RWQCB 2012a). The RWQCB reauthorized operation of the PGWTP at a flow rate of up to 100 gpm under the new VOC and Fuel General Permit (effective

March 15, 2012) per the RWQCB reauthorization letter (RWQCB 2012c). The following summarizes the activities related to the continued operation, maintenance, and monitoring of the PGWTP.

*Work completed in September 2012:*

1. Routine operation, maintenance, and monitoring of the PGWTP
2. Maintenance on the extraction well pumps
3. Non-routine maintenance on the bioreactor tank

*Major work items completed previously in 2012:*

1. Prepared and submitted a comment letter (Terraphase 2012b) regarding the draft VOC and Fuels General Permit issued by the RWQCB (replaced by the final order [RWQCB 2012a])
2. Prepared and submitted the combined fourth quarter and annual 2011 self-monitoring report to the RWQCB (Terraphase 2012f)
3. Prepared and submitted the first quarter (Terraphase 2012s) and second quarter 2012 PGWTP monitoring report (Terraphase 2012cc) to the RWQCB
4. Cleaning and repair of the oil-water separators and associated pump
5. Installation of floaters on the power supply lines in response to the power failure
6. Emergency operation of the PGWTP using backup power and portable pumps
7. Maintenance on the extraction well pumps and piping due to sediment buildup
8. Replacement of the filtration media at the PGWTP

*Upcoming Work in October 2012:*

1. Routine operation, maintenance, and monitoring of the PGWTP
2. Installation of scaffolding on tanks for access
3. Maintenance on the oil-water separator discharge pump

**Site-wide Groundwater Monitoring**

The purpose of the site-wide groundwater monitoring is to provide groundwater quality data that can be evaluated against established screening criteria for the Site. This program will help protect human health and the environment and prevent releases to the San Francisco Bay. Integrating data collected under this program with previous data is intended to support compliance and closure in accordance with regulatory requirements. Groundwater monitoring is being conducted on a semi-annual basis (wet-season and dry-season) per the Site-Wide Groundwater Monitoring Plan (Terraphase 2011n) that was approved by the RWQCB on August 30, 2011 (RWQCB 2011b). Data collected is summarized and submitted as semi-annual monitoring reports to the RWQCB.

*Work completed in September 2012:*

1. Pre-project planning for the dry-season semi-annual groundwater monitoring
2. Pre-project planning for groundwater monitoring well decommissioning

*Major work items completed previously in 2012:*

1. Field verification of groundwater monitoring wells to be decommissioned
2. Check of the potential seep from the rock outcrop (no water visible in January, February, and April) per RWQCB request
3. Sampling and analysis of the seep from the rock outcrop (on March 26, 2012) per RWQCB request
4. Submitted the dry-season semi-annual groundwater monitoring report to the RWQCB (Terraphase 2012o)
5. Assessment of groundwater monitoring wells monuments and risers to be decommissioned
6. Conduct the wet-season semi-annual groundwater monitoring event

7. Submitted the wet-season semi-annual groundwater monitoring report to the RWQCB (Terraphase 2012z)
8. Submitted the Well Decommissioning Work Plan (Terraphase 2012dd) to the RWQCB

*Upcoming Work in October 2012:*

1. Pre-project planning for the semi-annual groundwater monitoring event
2. Conduct the semi-annual groundwater monitoring event
3. Pre-project planning for groundwater monitoring well decommissioning

**Prohibitions Verification**

As required in Task 9 of the RWQCB Order, the following prohibitions (Section A of the RWQCB Order) were adhered to during the remedial activities in January 2012, to the knowledge of Terraphase.

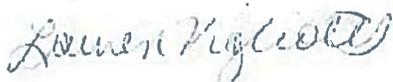
1. The discharge of wastes and/or non-hazardous or hazardous substances in a manner which will degrade, or threaten to degrade, water quality or adversely affect, or threaten to adversely affect, the beneficial uses of the waters of the State is prohibited.
2. Further migration of wastes or hazardous substances through subsurface transport to waters of the State is prohibited.
3. Activities associated with the subsurface investigation and cleanup that will cause adverse migration of wastes or hazardous substances are prohibited.
4. The tidal marsh habitat and wetland habitats onsite shall be completely avoided unless encroachment on these areas is required to implement Facility remediation work and resultant impacts to the affected habitat are mitigated through a plan approved by the Executive Officer. A setback of 50 feet shall be established around the tidal marsh and any wetland area as a means of preventing any unintended impacts to it from the remediation.
5. The Site's offshore eel-grass habitat shall be completely avoided during any remedial work to the maximum extent practicable.

**Summary**

The above detailed summaries by task provide a look at the ongoing remediation activities at the former Naval Fuel Depot Point Molate. The most significant of which are the IR Site 3 FS/RAP and Waste Characterization Report. The RWQCB's comments on the FS/RAP and Waste Characterization Report (including soil cleanup goals) will be incorporated into the two documents with additional information collected during the soil gas investigation and re-submitted to the RWQCB as draft final in 2012. The draft final FS/RAP and Waste Characterization Report will likely be presented to the PMCAC prior to submittal to the RWQCB. Dry-season groundwater monitoring is planned to occur in October 2012. Monitoring well decommissioning is expected to occur in 2012.

If you have questions regarding this report, please call Ryan Janoch at (510) 645-1850.

Sincerely,  
For Terraphase Engineering Inc.



Lauren Vigliotti, PG (No. 8775)  
Professional Geologist



Ryan Janoch, PE (C78735)  
Professional Engineer

cc: Carlos Privat, City of Richmond  
Craig Murray, City of Richmond

Jim Levine, Upstream Point Molate LLC  
John Salmon, Upstream Point Molate LLC  
Michael Derry, Guidiville Pomo Indians  
Michael Leacox, Nichols Consulting Engineers  
David Clark, BRAC Program Management Office  
Venkat Puranapanda, ACE Group  
Bruce Beyaert, PMCAC  
Joan Garrett, PMCAC

**Attachments: Point Molate Bibliography**

01.16.12

12.A.9

### **Point Molate Bibliography**

- City of Richmond. 2012. Letter from Richard Mitchell (Planning Department) to Mr. Tristan Tozer (California Office of Historic Preservation) RE: *Section 106 Consultation for the Point Molate IR Site 3 Remediation Project, Former Naval Fuel Depot Point Molate, Richmond, CA*. April 3.
- Innovative Technical Solutions, Inc. (ITSI). 2005. Post-Closure UST Maintenance and Monitoring Plan. December.
- Regional Water Quality Control Board - San Francisco Bay Region (RWQCB). 2006. Order No. R2-2006-0075 NPDES No. CAG912002 General Waste Discharge Requirements for: Discharge or Reuse of Extracted and Treated Groundwater Resulting from the Cleanup of Groundwater Polluted by Fuel Leaks and Other Related Wastes at Service Stations and Similar Sites. November 13.
- RWQCB. 2007. Letter from Ms. Lila Tang to United States Navy Subject: *Notice of General Permit Coverage for Discharges from the Packaged Groundwater Treatment Plant located at Naval Fuel Depot Point Molate, Richmond, Contra Costa County, CA 94801, under the Requirements of Order No. R2-2006-0075, NPDES Permit No. CAG912002 (Fuels General Permit)*. June 6.
- RWQCB. 2010. Letter from Mr. George Levya to Mr. Steve Duran RE: *Approval of Field Assessment Methodology for Potentially Mobile Free Petroleum Product at Installation Restoration (IR) Site 3 at the former Naval Fuel Depot (NFD) Point Molate, Richmond, Contra Costa County*. November 30.
- RWQCB. 2011a. Letter from Mr. George Levya to Mr. Steve Duran RE: *Approval of Excavation Delineation Work Plan for Former Point Molate NFD Site-3 Richmond, Contra Costa County*. August 26.
- RWQCB. 2011b. Letter from Mr. George Levya to Mr. Steve Duran RE: *Approval of Site-Wide Groundwater Monitoring Plan for the Former Point Molate Naval Fuel Depot, Richmond, Contra Costa County*. August 30.
- RWQCB. 2011c. Letter from Mr. George Levya to Mr. Steve Duran RE: *Approval of Draft Groundwater Remediation Work Plan, IR Site 4, Drum Lot 2/Building 87 Area, Former Naval Fuel Depot Point Molate, Richmond*. November 8.
- RWQCB. 2011d. Order No. R2-2011-0087 Updated Site Cleanup Requirements and Recission of Order Nos. 95-235, 97-124 and 97-125, City of Richmond and United States Department of Defense, Department of the Navy for the: *Former Point Molate Naval Fuel Depot, Located at 1009 Western Drive, Richmond, Contra Costa County*. December 19.
- RWQCB. 2012a. Order No. R2-2012-0012 NPDES No. CAG912002 General Waste Discharge Requirements for: Discharge or Reuse of Extracted and Treated Groundwater Resulting from the Cleanup of Groundwater Polluted by Volatile Organic Compounds (VOC), Fuel Leaks and Other Related Wastes (VOC and Fuel General Permit). February 8.
- RWQCB. 2012b. Letter from Mr. George Levya to Mr. Bruce Goodmiller RE: *Review and Comments - Draft FS/RAP, Former Naval Fuel Depot Point Molate, Richmond, Contra Costa County*. February 17.
- RWQCB. 2012c. Letter from Ms. Lila Tang to Mr. Steve Duran RE: *Reauthorization to Discharge from the Packaged Groundwater Treatment Plant (PGWTP) located at the former Naval Fuel Depot, Point Molate, Western Drive, City of Richmond, Contra Costa County under the Requirements of Order No. R2-2012-0012, NPDES Permit No. CAG912002 (VOC and Fuel General Permit)*. March 22.

- Terraphase. 2010a. Work Plan to Develop a Field Assessment Methodology for Mobile Free Product, IR Site 3, Former Point Molate Naval Fuel Depot, Richmond, California. November 8.
- Terraphase. 2010b. Notice of Increased Flow through the Packaged Groundwater Treatment Plant, Former Naval Fuel Depot Point Molate, Richmond, California (Order No. R2-2006-0075 NPDES No. CAG912002). November 17.
- Terraphase. 2011a. Fourth Quarter 2010 Landfill Monitoring Report IR Site 1, Former Naval Fuel Depot Point Molate, Richmond, California. January 25.
- Terraphase. 2011b. Combined Fourth Quarter and Annual 2010 Self-Monitoring Report for the Packaged Groundwater Treatment Plant, Former Naval Fuel Depot Point Molate, Richmond, California (Order No. R2-2006-0075, NPDES Permit No. CAG912002. February 15.
- Terraphase. 2011c. Response to Comments and Questions Regarding the Fourth Quarter and Annual 2010 Self-Monitoring Report for the Packaged Groundwater Treatment Plant, Former Naval Fuel Depot Point Molate, Richmond, California Order No. R2-2006-0075, NPDES Permit No. CAG912002). March 23.
- Terraphase. 2011d. First Quarter 2011 Landfill Monitoring Report IR Site 1, Former Naval Fuel Depot Point Molate, Richmond, California. April 22.
- Terraphase. 2011e. First Quarter 2011 Self-Monitoring Report for the Packaged Groundwater Treatment Plant, Former Naval Fuel Depot Point Molate, Richmond, California (Order No. R2-2006-0075, NPDES Permit No. CAG912002). April 22.
- Terraphase. 2011f. First Five Year Review Former Point Molate Naval Fuel Depot Installation Restoration Site 1, Richmond, California. June 6.
- Terraphase. 2011g. Notice of Temporary Shutdown of the Packaged Groundwater Treatment Plant, Former Naval Fuel Depot Point Molate, Richmond, California (Order Number R2-2006-0075, NPDES Permit Number CAG912002). June 7.
- Terraphase. 2011h. Field and Laboratory Assessment of Mobile Free Product Report, IR Site 3, Former Point Molate Naval Fuel Depot, Richmond, California. June 15.
- Terraphase. 2011i. Notice of Intent (Discharge Permit Application) for the Packaged Groundwater Treatment Plant, Former Naval Fuel Depot Point Molate, Richmond, California (Order No. R2-2006-0075 NPDES Number CAG912002). July 11.
- Terraphase. 2011j. Second Quarter 2011 Landfill Monitoring Report IR Site 1, Former Naval Fuel Depot Point Molate, Richmond, California. July 18.
- Terraphase. 2011k. Second Quarter 2011 Self-Monitoring Report for the Packaged Groundwater Treatment Plant, Former Naval Fuel Depot Point Molate, Richmond, California (Order No. R2-2006-0075, NPDES Permit No. CAG912002). July 23.
- Terraphase. 2011l. Start-Up Phase Report for the Packaged Groundwater Treatment Plant, Former Naval Fuel Depot Point Molate, Richmond, California (Order No. R2-2006-0075, NPDES Permit Number CAG912002). August 2.
- Terraphase. 2011m. Work Plan for Excavation Delineation and Waste Characterization of Petroleum-Affected Soil, IR Site 3, Former Point Molate Naval Fuel Depot, Richmond, California. August 17.
- Terraphase. 2011n. Site-Wide Groundwater Monitoring Plan, Former Naval Fuel Depot Point Molate, Richmond, California. August 19.

- Terraphase. 2011o. Third Quarter 2011 Self-Monitoring Report for the Packaged Groundwater Treatment Plant, Former Naval Fuel Depot Point Molate, Richmond, California (Order No. R2-2006-0075, NPDES Permit No. CAG912002). October 18.
- Terraphase. 2011p. Wet-Season Semi-Annual Groundwater Monitoring Report, Former Naval Fuel Depot Point Molate, Richmond, California. October 27.
- Terraphase. 2011q. Third Quarter 2011 Landfill Monitoring Report IR Site 1, Former Naval Fuel Depot Point Molate, Richmond, California. October 28.
- Terraphase. 2011r. Groundwater Remediation Work Plan IR Site 4, Drum Lot 2/Building 87 Area, Former Naval Fuel Depot Point Molate Richmond, California. November 30.
- Terraphase. 2011s. Draft Investigation Restoration Site 3 Feasibility Study/ Remedial Action Plan, Former NFD Point Molate, Richmond, California Installation Restoration Site 3. December 19.
- Terraphase. 2012a. Monthly Summary Report for Work through December 2011, Former Naval Fuel Depot Point Molate Richmond, California. January 9.
- Terraphase. 2012b. Comments Regarding the Tentative Order No. R2-2012-XXXX NPDES No. CAG912002, VOC and Fuel General Permit. January 11.
- Terraphase. 2012c. Fourth Quarter 2011 Landfill Monitoring Report IR Site 1, Former Naval Fuel Depot Point Molate, Richmond, California. January 19.
- Terraphase. 2012d. Annual 2011 Underground Storage Tank (UST) Monitoring Report. January 20.
- Terraphase. 2012e. Supplemental Information Regarding the Packaged Groundwater Treatment Plant, Former Naval Fuel Depot Point Molate, Richmond, California (Tentative Order No. R2-2012-XXX NPDES No. CAG912002, VOC and Fuel General Permit). January 27.
- Terraphase. 2012f. Combined Fourth Quarter and Annual 2011 Self-Monitoring Report for the Packaged Groundwater Treatment Plant, Former Naval Fuel Depot Point Molate, Richmond, California (Order No. R2-2006-0075, NPDES Permit No. CAG912002). January 28.
- Terraphase. 2012g. Application for 401 Water Quality Certification for Point Molate IR Site 3 Remediation Project, Former Naval Fuel Depot Point Molate Richmond, California. February 10.
- Terraphase. 2012h. Application for Nationwide Permit Number 38 Coverage for Point Molate IR Site 3 Remediation Project, Former Naval Fuel Depot Point Molate Richmond, California. February 10.
- Terraphase. 2012i. Installation Restoration Site 3 Remediation Nationwide Permit No. 38 Pre-Construction Notification, Former Naval Fuel Depot Point Molate Richmond, California. February 10.
- Terraphase. 2012j. Monthly Summary Report for Work through January 2012, Former Naval Fuel Depot Point Molate Richmond, California. February 13.
- Terraphase. 2012k. Draft Excavation Delineation and Waste Characterization of Petroleum-Affected Soil Report, IR Site 3, Former Naval Fuel Depot Point Molate Richmond, California. February 13.
- Terraphase. 2012l. Application for Administrative Permit for Point Molate IR Site 3 Remediation Project, Former Naval Fuel Depot Point Molate Richmond, California. February 20.
- Terraphase. 2012m. Monthly Summary Report for Work through February 2012, Former Naval Fuel Depot Point Molate Richmond, California. March 13.
- Terraphase. 2012n. Monthly Summary Report for Work through March 2012, Former Naval Fuel Depot Point Molate Richmond, California. April 13.

- Terraphase. 2012o. Dry-Season Semi-Annual Groundwater Monitoring Report, Former Naval Fuel Depot Point Molate, Richmond, California. April 19.
- Terraphase. 2012p. Wetland Mitigation and Monitoring Plan IR Site 3 Remediation Project, Former Naval Fuel Depot Point Molate, Richmond, California. April 23.
- Terraphase. 2012q. Response to Comments - Point Molate Community Advisory Committee Letter on Proposed Treatment and Study of IR Site 4 Drum Lot 2, Building 87 Area Point Molate. May 3.
- Terraphase. 2012r. Addendum to the Revised Final Groundwater Remediation Work Plan for IR Site 4, Drum Lot 2/Building 87 Area, Former NFD Point Molate, Richmond, California. May 3.
- Terraphase. 2012s. First Quarter 2012 Self-Monitoring Report for the Packaged Groundwater Treatment Plant, Former Naval Fuel Depot Point Molate, Western Drive, Richmond, California. May 3.
- Terraphase. 2012t. First Quarter 2012 Installation Restoration Site 1 Landfill Post-Closure Monitoring Report, Former Naval Fuel Depot Point Molate, Richmond, California. May 15.
- Terraphase. 2012u. First Quarter 2012 Underground Storage Tank (UST) Monitoring Report, Former Naval Fuel Depot Point Molate, Richmond, California. May 15.
- Terraphase. 2012v. Monthly Remediation Status Report for Work in April 2012, Former Naval Fuel Depot Point Molate Richmond, California. May 15.
- Terraphase. 2012w. Soil Gas Survey Work Plan, Installation Restoration Site 3, Former Naval Fuel Depot Point Molate, Richmond, California. May 22.
- Terraphase. 2012x. Monthly Remediation Status Report for Work in May 2012, Former Naval Fuel Depot Point Molate Richmond, California. June 15.
- Terraphase. 2012y. Monthly Remediation Status Report for Work in June 2012, Former Naval Fuel Depot Point Molate Richmond, California. July 15.
- Terraphase. 2012z. Wet-Season Semi-Annual Groundwater Monitoring Report, Former Naval Fuel Depot Point Molate, Richmond, California. August 3.
- Terraphase. 2012aa. Second Quarter 2012 Underground Storage Tank (UST) Monitoring Report, Former Naval Fuel Depot Point Molate, Richmond, California. August 6.
- Terraphase. 2012bb. Second Quarter 2012 Installation Restoration Site 1 Landfill Post-Closure Monitoring Report, Former Naval Fuel Depot Point Molate, Richmond, California. August 6.
- Terraphase. 2012cc. Second Quarter 2012 Self-Monitoring Report for the Packaged Groundwater Treatment Plant, Former Naval Fuel Depot Point Molate, Western Drive, Richmond, California. August 6.
- Terraphase. 2012dd. Well Abandonment Work Plan, Former Naval Fuel Depot Point Molate, Richmond, California. August 8.
- Terraphase. 2012ee. Data Summary for Soil Gas Survey at Former Naval Fuel Depot Point Molate, Richmond, California. August 13.
- Terraphase. 2012ff. Monthly Remediation Status Report for Work in July 2012, Former Naval Fuel Depot Point Molate Richmond, California. August 15.
- Terraphase. 2012gg. Step Out Investigation, IR Site 4, Building 87 Area, Former Naval Fuel Depot Point Molate, Richmond, California. August 15.

Terraphase. 2012hh. Monthly Remediation Status Report for Work in August 2012, Former Naval Fuel Depot Point Molate Richmond, California. September 17.

Terraphase. 2012ii. Step Out Investigation, IR Site 4 Drum Lot 2, Building 87 Area Point Molate, Richmond, California. September 17.

Terraphase. 2012jj. Soil and Groundwater Management Plan, Former Naval Fuel Depot Point Molate, Richmond, California. September 21.

Tetra Tech EM Inc (TTEMI). 2002. Final Postclosure Maintenance and Monitoring Plan, Site 1, Final Cover, Naval Fuel Depot Point Molate, Richmond, California. August 30.