CITY OF RICHMOND

Pt. Molate Community Advisory Committee

Monday, August 19, 2013 6:30 PM

Multi-Purpose Room, 440 Civic Center Plaza

Members:

Eileen Whitty
Chair

Paul Carman
Vice-Chair

Joan Garrett

Dorothy Gilbert

Jim Hite

Jeanne Kortz

Eduardo Martinez

Joseph Puleo

Steven Rosing

Charles T. Smith

Pam Stello

Glenn Stephenson

Mary H. Sundance

AGENDA

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** (2 min.)
   a. I-580 Westbound Bridge Decks Lanes Opening

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

7. **Presentations, Discussion & Action Items** (30 min.)

   a. NCE Contract Renewal Scope of Services, Roles and Responsibilities, Terms (10 min.)
   b. Presentation of California Native Grassland Areas of Point San Pablo Peninsula, Jim Hanson, California Native Grasslands Association (10 min.) Discussion (10 min.) Q&A.
   c. Rename Western Drive North of I-580 to Stenmark Drive (10 min.)

8. **Staff Reports** (15 min.)
Following discussion of each item, the Committee may vote to make recommendations to staff or to the City Council.

   Project Manager's Staff Report (15 min.) - including
   a. Report on results from US Navy Escrow Fund Agent RFP - (5 min.).
   b. Review of fund balances for Pt. Molate General Fund budget and Navy Escrow Account – (5 min.)
   c. Report on Nichols Consulting Engineers Contract Status Remediation Activities – (5 min.).

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AGENDA

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 – PMCAC meeting minutes of July 15, 2013

10. Future Agenda Items (5 min.)

11. City Council Liaison Reports (7 min.)

a. Report by Councilmember/Mayor McLaughlin regarding recent issues in Richmond relevant to the Advisory Committee. (5 min.)

b. PMCAC appointment status – TBD (2 min.)

12. Chair and Sub-Committee Reports (40 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 (20 min.)

1. Summarization of wet season groundwater monitoring report covering period 1/1/13 to 6/30/13
2. Report out on 7/23/13 Meeting with NER,NCE, Terraphase, PMCAC & City Staff
3. Report out on 7/30/13 City Council Meeting, Item I-19, Assignment and Assumption of Master Consulting Services agreement by Upstream to Terraphase
4. Report on extension request to Water Board Order/IR Site 3

b. Community Outreach (5 min.)

-

c. Grant Development (5 min.)

- Grant App. Status

d. Pt. Molate Beach (8 min.)

- Baykeeper Cleanup Completion and current rehabilitation status

e. Chair (2 min.)

- Identification of pending schedule conflicts

13. Adjournment of PMCAC regular meeting

14. Assemblage of PMCAC Standing Sub-Committees

Scheduled Meetings

Committee Meeting - Monday, September 16, 2013, 6:30pm

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. 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

Craig Murray

From:	Allyn Amsk <allyn.amsk@dot.ca.gov>
Sent:	Thursday, August 15, 2013 5:11 PM
To:	East Bay Media
Cc:	Advisory (Internal); 580 Scofield Stakeholders; CCCFPD@dot.ca.gov
Subject:	Update for Interstate 580 Construction East of the Richmond-San Rafael Bridge
Attachments:	580ScofieldProjectUpdate.8.15.doc

State of California • Department of Transportation

PROJECT UPDATE

Date: August 15, 2013
District: 4 - Oakland
Contact: Allyn Amsk
Phone: 510/286-5445
FOR IMMEDIATE RELEASE

Interstate 580 Scofield Avenue and Western Drive Bridge Decks Replacement Project

Third Lane Open for New Westbound Bridge Decks

Contra Costa County – Today at 4:30 p.m. Caltrans opened a third lane for westbound Interstate 580 just east of the Richmond-San Rafael Bridge. Three lanes are now open in the westbound direction; two lanes are open in the eastbound direction.

The eastbound Western Drive on-ramp is expected to open by mid-September. Until then, the bike path detour for smaller vehicles will remain open from 5:30 a.m. to 9:30 p.m.

In general, in the days and weeks ahead, motorists can expect night time lane closures for westbound I-580 from 9 p.m. to 6 a.m. and for eastbound I-580 from 7 p.m. to 6 a.m., as the contractor works on various construction activities. One lane in each direction will remain open at all times. In addition, the bicycle shuttle will remain in operation from 7 a.m. to 7 p.m.

Work will now begin on the eastbound Scofield Avenue bridge deck. This is an active construction site and the 45 MPH speed zone will be enforced by the California Highway Patrol. Drive cautiously through the construction zone and leave a safe traveling distance between your vehicle and the vehicle ahead of you. Please remember to "Slow for the Cone Zone."

For more information about the project, call the **message line at (510) 286-5820** or visit the **Caltrans webpage at** http://www.dot.ca.gov/dist4/580scofieldave/

5.A.1

#

Allyn Amsk
Public Information Officer
Caltrans, District 4, Office of Public Affairs
Office (510) 286-5445

Slow or Move Over for Workers--It's the Law

5.A.2

Craig Murray

From:	Allyn Amsk <allyn.amsk@dot.ca.gov>
Sent:	Wednesday, August 14, 2013 4:15 PM
To:	East Bay Media
Cc:	580 Scofield Stakeholders; Advisory (Internal); CCCFPD@dot.ca.gov
Subject:	Traffic Advisory for Interstate 580 Construction East of Richmond-San Rafael Bridge
Attachments:	580ScofieldProjectUpdate.8.14.doc

State of California • Department of Transportation

PROJECT UPDATE

Date: August 14, 2013
District: 4 - Oakland
Contact: Allyn Amsk
Phone: 510/286-5445
FOR IMMEDIATE RELEASE

Interstate 580 Scofield Avenue and Western Drive Bridge Decks Replacement Project

Lanes Opening for New Westbound Bridge Decks

Contra Costa County – Today Caltrans opened two lanes of westbound Interstate 580 traffic and moved westbound traffic to the new bridge decks over Scofield Avenue and Western Drive. Tonight, August 14, the contractor will continue paving and plans to open a third lane by 6 a.m. Thursday morning. If work is not complete tomorrow morning, the third westbound lane will open on Friday morning, August 16.

One westbound lane will be closed tonight for construction activities, from 9 p.m. to 6 a.m. In general, motorists can expect night time lane closures in the westbound direction from 9 p.m. to 6 a.m. and in the eastbound direction from 7 p.m. to 6 a.m., as the contractor works on various construction activities. One lane in each direction will remain open at all times. In addition, the bicycle shuttle will remain in operation from 7 a.m. to 7 p.m.

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5.A.3

For more information about the project, call the **message line at (510) 286-5820** or visit the **Caltrans webpage at http://www.dot.ca.gov/dist4/580scofieldave/**

#

Allyn Amsk
Public Information Officer
Caltrans, District 4, Office of Public Affairs
Office (510) 286-5445

Slow or Move Over for Workers--It's the Law

EXHIBIT A

SERVICE PLAN

Contractor shall, to the satisfaction of the City's Point Molate Project Manager, perform the following services:

Background

In 2003, the Navy transferred approximately three hundred and seventy one (371) acres of the former Point Molate Naval Fuel Depot (NFD) to the City of Richmond following the execution of a Finding of Suitability for Transfer. On July 29, 2008, the Navy and the City entered into an Early Transfer Cooperative Agreement (the "ETCA," attached hereto as Attachment A). The remainder of the Point Molate NFD, consisting of approximately forty-one (41) acres was transferred from the Navy to the City in March of 2010 pursuant to a Finding of Suitability for Early Transfer and at that time the Navy provided $28,500,000 to the City to perform the remaining site remediation activities. This real property ("Site") is the subject of the work described in this Scope of Services.

Contractor will assist the City's Point Molate Project Manager ("City's Project Manager") in protecting the City's interests in the remediation of the Site, which is subject to a Remediation Agreement ("RA") between the City and a development entity known as Upstream Pointe Molate LLC ("Upstream") concerning the Site dated September 2, 2008 (the "RA", attached hereto as Attachment B). The RA requires that Upstream will assume the City's remediation obligations under the ETCA. The RA in part provides that:

- Upstream will assume the City's responsibility for the environmental services required under the ETCA, including achieving regulatory closure in compliance with existing as well as any future cleanup orders, including obtaining necessary land use covenants.
- Upstream will meet any obligations required by the environmental insurance policies in place.
- Upstream must provide quarterly reports to the City, insurance carrier and Navy regarding progress toward completing the required environmental services.
- Upstream must pay any additional site remediation costs beyond the $28,500,000 provided by the Navy.
- Upstream must lead and manage all site remediation efforts.

On November 12, 2008, in light of the ETCA, the San Francisco Bay Regional Water Quality Control Board (the "Regional Board") issued Site Cleanup Requirements Order No. R2-20080095 ("Cleanup Order," attached hereto as Attachment C), which prescribed updated cleanup requirements and deadlines for the entire 413-acre Point Molate site. The Cleanup Order named both the City and the Navy as dischargers due to their current and previous ownership of the site respectively; it was anticipated that Upstream would be named on the Cleanup Order in the future if the site is transferred to it. The Cleanup Order was, at the time of its adoption, intended to rescind and replace three prior cleanup orders issued

against the Navy: Regional Board Order Nos. 95-235, 97-124, and 97-125. However, on September 15, 2009, the State Water Control Resources Board vacated the Cleanup Order and remanded it to the Regional Board after granting a petition for review (File A-1972) that contended the Regional Board failed to comply with the California Environmental Quality Act ("CEQA") in conjunction with its adoption. Subsequently the City of Richmond certified the Environmental Impact Report/Environmental Impact Statement for the proposed Pt. Molate project and the RWQCB issued Cleanup and Abatement Order Number R2-2011-0087.

Services

In order to assist the City's Project Manager in protecting the City's interests in the remediation of the Site and overseeing Upstream's successful discharge of the tasks outlined in the RA and any other imposed site remediation obligations, Contractor shall as requested by the City:

- Monitor work progress to ensure Upstream's deadlines are met, including review and analysis of the work schedule and budget.
- Review proposed technical documents before they are submitted to the Regional Board.
- Communicate with representatives of Upstream, Terraphase, other consultants, City staff and Regional Board staff as necessary to ensure that the City's obligations are being satisfied and the City's interests are being protected.
- Attend all City meetings with the Water Board and other meetings requested by the City's Project Manager.
- Make recommendations regarding remediation progress.
- Review invoices submitted to the City for remediation activities and recommend whether the City's Project Manager should approve a disbursement from the Navy grant monies.
- Provide a monthly status report to the City's Project Manager, including the status of the work schedule, project activities and next steps.
- Assist in any reporting required by City pursuant to the ETCA.
- Attend Pt. Molate Citizens Advisory Citizens Committee meetings.

The above proposed scope of work is intended to describe in general terms the types of services which Contractor is providing to the City. It is anticipated that Contractor will spend approximately 20 to 40 hours per month for these services. In the event that Contractor services are required beyond the anticipated levels of effort (20-40 hours/month), Contractor would appraise the City and seek authorization for additional time.

For each billing period, Contractor will send the City's Project Manager a monthly status report and an invoice including, but not limited to, the following information: employee name, amount of time worked on each approved activity, the cost per hour per employee, and the subtotal per employee per activity.

Funding to cover these services will be paid directly from the escrow account established to fund remediation-related activities. The City's Project Manager will have to review and approve invoices prior to submission to the escrow account holder for payment. Although invoices will be paid directly from the escrow account, for purposes of this Contract, the City is authorizing a not to exceed amount of $28,000 to cover the 20-40 hours per month of anticipated activity for the term of the Contract.

Point Molate Community Advisory Committee

July 9, 2013 via eMail

City of Richmond
440 Civic Center Plaza
Richmond, CA. 94804

Attn: Craig Murray

Re: Renewal of Nichols Consulting Engineers Contract – Change in Status of Prime Remediation Contractor for Pt. Molate

Dear Craig,

An emergency item was heard on last evening's Pt. Molate Community Advisory Committee's agenda regarding the proposed renewal of Nichols Consulting Engineers Contract for remediation technical and financial oversight at Pt. Molate.

The emergency item was heard last evening at PMCAC as the matter will be before City Council this evening, and the first that PMCAC had seen of the proposed contract renewal was in the City Council agenda packet for item G-7.

The PMCAC had several concerns with the proposed contract including

- Proposed scope of services
  - Scope of oversight work has changed since original contract was initiated
- Term
  - Two year term may not be appropriate under current circumstances
- Contract Amount
  - Proposed contract calls for doubling the amount of average annual costs incurred from this vendor
- Background Elements cited in the proposed contract
  - Background assumptions are outdated, and not reflective of the current situation

The PMCAC passed a motion last evening to recommend to City Council to hold over the item until which time that PMCAC has had an opportunity to review the proposed contract in depth and provide recommendations to City Staff for service scope, term, contract amount, and Background Elements that are relevant to the current state of remediation progress at Pt. Molate.

Respectfully,

Joan Garrett
Chair, Point Molate Community Advisory Committee

California Native Grasslands Association

PO Box 72405
Davis, CA 95617
ph: 530-297-0500
fax: 530-297-0500
admin@cnga.org

- Home
- Donate to CNGA
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  - Grasslands Journal
  - Work in Progress
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- Events & Actions
  - 2013 Workshop Registration
  - Associate/Corp memberships
  - Submit Your Visual Art
- Resources
  - Image Gallery
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  - Research Archive - Introduction
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  - Ask a Volunteer
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- About Us
  - Mission and Goals
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- CNGA Store
- Board Log-in
- Contact Us

Mission and Goals

7.B.1

Mission and Goals

The Mission of the California Native Grasslands Association is to promote, preserve, and restore the diversity of California's native grasses and grassland ecosystems through education, advocacy, research, and stewardship.

CNGA Organizational Goals

1. Appropriate practices and techniques are used to evaluate, prepare, and plant native grasses and grasslands.

2. Members of the public understand the value of native grasses and grasslands and support the goals of CNGA.

3. Grasslands and other communities of which native grasses are a component are managed to benefit native grasses and associated species.

4. Native grasslands are protected from conversion or degradation.

5. Growers, wholesalers, and consumers of native grass seed and live plants have a clear set of purity, quality, and seed source standards that guide their actions.

6. Scientific research and the results of management are readily available to guide restoration and management of native grasses and grasslands.

7. Sites with restoration potential are planted with native grasses and associated species.

8. Native grasses are used as appropriate in the urban landscape to benefit habitat, aesthetics, and educational values.

9. CNGA has the resources including staffing, volunteers, and budget needed to effectively advance its mission.

PO Box 72405
Davis, CA 95617
ph: 530-297-0500
fax: 530-297-0500
admin@cnga.org

close

7.B.2

Craig Murray

From:	Bruce Beyaert <pointsanpablo@earthlink.net>
Sent:	Wednesday, August 14, 2013 8:03 PM
To:	Craig Murray
Cc:	'ewhitty@ebmud.com' (ewhitty@ebmud.com); Paul Carman (paulcarman@comcast.net); joan@vbsi.com
Subject:	Re: item for 8/19/13 PMCAC
Attachments:	PSP_PlaceNames.pdf; StenmarkDriveCC071613.pdf

Craig,
Suggest cutting to the substance, rather than cluttering the agenda packet with some 15 to 20 confusing, chit chat emails about who would attend meeting, say what, etc. Way back when i was a member of PMCAC, I had to be very patient and diligent in sorting thru email trivia to find the substance. For this agenda item, the only two communications of substance are the two I've pasted immediately below.
Bruce

Bruce Beyaert

pointsanpablo@earthlink.net
phone/fax 510-235-2835

From: Bruce Beyaert <pointsanpablo@earthlink.net>
Subject: **Re: item for 8/19/13 PMCAC**
Date: August 14, 2013 6:28:35 PM PDT
To: Craig Murray <Craig_Murray@ci.richmond.ca.us>
Cc: 'ewhitty@ebmud.com' (ewhitty@ebmud.com) <ewhitty@ebmud.com>, Paul Carman (paulcarman@comcast.net) <paulcarman@comcast.net>, Joan Garrett <joan@vbsi.com>

Craig,

Please include that names are important: "To restore any place, we must also begin to re-story it, to make it the lesson of our legends, festivals, and seasonal rites. Story is the way we encode deep-seated values within our culture."
Gary Paul Nabhan
Cultures of Habitat, 1997

Bruce

Bruce Beyaert

pointsanpablo@earthlink.net
phone/fax 510-235-2835

From: Bruce Beyaert <pointsanpablo@earthlink.net>
Date: August 14, 2013 2:15:37 PM PDT

7.C.1

To: "Whitty, Eileen" <ewhitty@ebmud.com>
Cc: "Craig Murray (Craig_Murray@ci.richmond.ca.us)" <Craig_Murray@ci.richmond.ca.us>
Subject: Re: item for 8/19/13 PMCAC

Eileen,

As described in Tom Butt's email below and attached CC agenda report, the renaming of Western Drive north of I-580 as Stenmark Drive is his proposal made in response to a request from the Stenmark family. It's not my idea, so I shouldn't report on it to the PMCAC; and I'm not commenting to CC.

However, the PMCAC may wish to consider the alternative of renaming Western Drive as either Point Molate or Point San Pablo Drive. These alternatives would have the twin merits of respecting older, historic place names while also being much more useful in way finding for people in modern times. The name Point Molate Drive would bring increased visibility and recognition to the City's Point Molate property.

The attachment from California Place Names relates the naming of Point Molate in 1826 by Beechey when he misspelled the Spanish *Moleta* originally given to Red Rock Island.

Point San Pablo was named by Abella to honor Saint Paul while naming Point San Pedro on the opposite shore to honor Saint Peter during his 1811 expedition. From http://www.ebooksread.com/authors-eng/hubert-howe-bancroft/history-of-california-volume-19-hci/page-34-history-of-california-volume-19-hci.shtml :

"1 Abella, Diario de un reyistro de los rios grandes, 1811, MS. The same ex
pedition is briefly noticed by Mofras, Exploration, i. 450, who adds: Le jour
nal manuscrit de cette exploration inte"rressante est entre nos mains. Oct.
15th from the presidio anchorage to Art ye I Island in A. M. and in p. M. as
soon as the tide was favorable, to Pt Huchunes (name of the Indians there).
Between Angel Island and points Huchones and Abastos is formed a bay twice
as large as that at the port, with 8 islands, mostly small, one of which has to
le passed on the way to Huchones. This island has a bar visible only at low
water, and irmst be passed on the west at a little distance. Oct. IGth gave to
Pt Huchones the name Pt San Pablo and to the opposite point (probably the
one before called Abastos) that of San Pedro (both names still-retained). These

7.c.2

points, with two little islands between, close the first bay and begin another
HIST. GAL., VOL. II. 21 (321) "

Thus, Saints Peter and Paul now guard the San Pablo Straits separating San Francisco and San Pablo Bays.

I hope that this is helpful to the PMCAC.

Bruce

Bruce Beyaert

pointsanpablo@earthlink.net
phone/fax 510-235-2835

From: "Butt, Tom" <tom.butt@intres.com>
Date: July 25, 2013 7:59:14 AM PDT
Subject: TOM BUTT E-FORUM: Rename Western Drive (North of I-580) to Stenmark Drive

In 2001, the City Council passed Resolution 113-01, "*Statement of Policy and Guidelines for Naming and Renaming of Parks and Facilities and Renaming of Streets and Recognition of Citizen Contributions.*" Although the policy provides a process for processing a nomination through the Recreation and Parks Commission, that process has never been utilized. Since adoption of Resolution 113-01, at least three streets have been renamed by direct action of the City Council, including Fred Jackson Way (formerly Filbert), Juliga Woods (formerly Erlandson) and Village Lane (formerly 15th Street).

Nevertheless, when I suggested renaming a portion of Western Drive, the City Council insisted that the provisions of Resolution 113-01 be followed, so please consider this a formal nomination to change the name of Western Drive (north of I-80) to Stenmark Drive. This name change was requested by Rosemary Stenmark of Rodeo to recognize one of Richmond earliest and most colorful pioneers associated with what is now Richmond's oldest surviving structure, East Brother Lighthouse. East Brother Light Station is listed on the National Register of Historic Places and is a Registered California Historical Landmark. Stenmark is the best-known keeper and served in that position longer than any other person.

- A map is attached.
- The reason for the name change described in the attached draft resolution citing the life of Captain J.O. Stenmark.
- The Classifications under which the name is authorized includes A and C:
  - A.2. Deceased individual who was in a pay status for services. (a) Stenmark did not serve in the preceding three years. (b) His contributions were above and beyond regular duties. (c) His contribution exceeded 10 years in duration, and (d) his contributions had a direct positive effect on the quality of life for the citizens of Richmond. Stenmark's appointment as keeper of East Brother Light Station spanned the time from the final partition of Point San Pablo in 1894 through the incorporation of the City of Richmond in 1905 until Richmond was an established industrial city. During this time, the population of what is now Richmond grew from less than 100 to more than 20,000. The U.S. Government paid a teacher to operate Richmond's first public school for the exclusive use of the Stenmark family at East Brother. Stenmark oversaw numerous

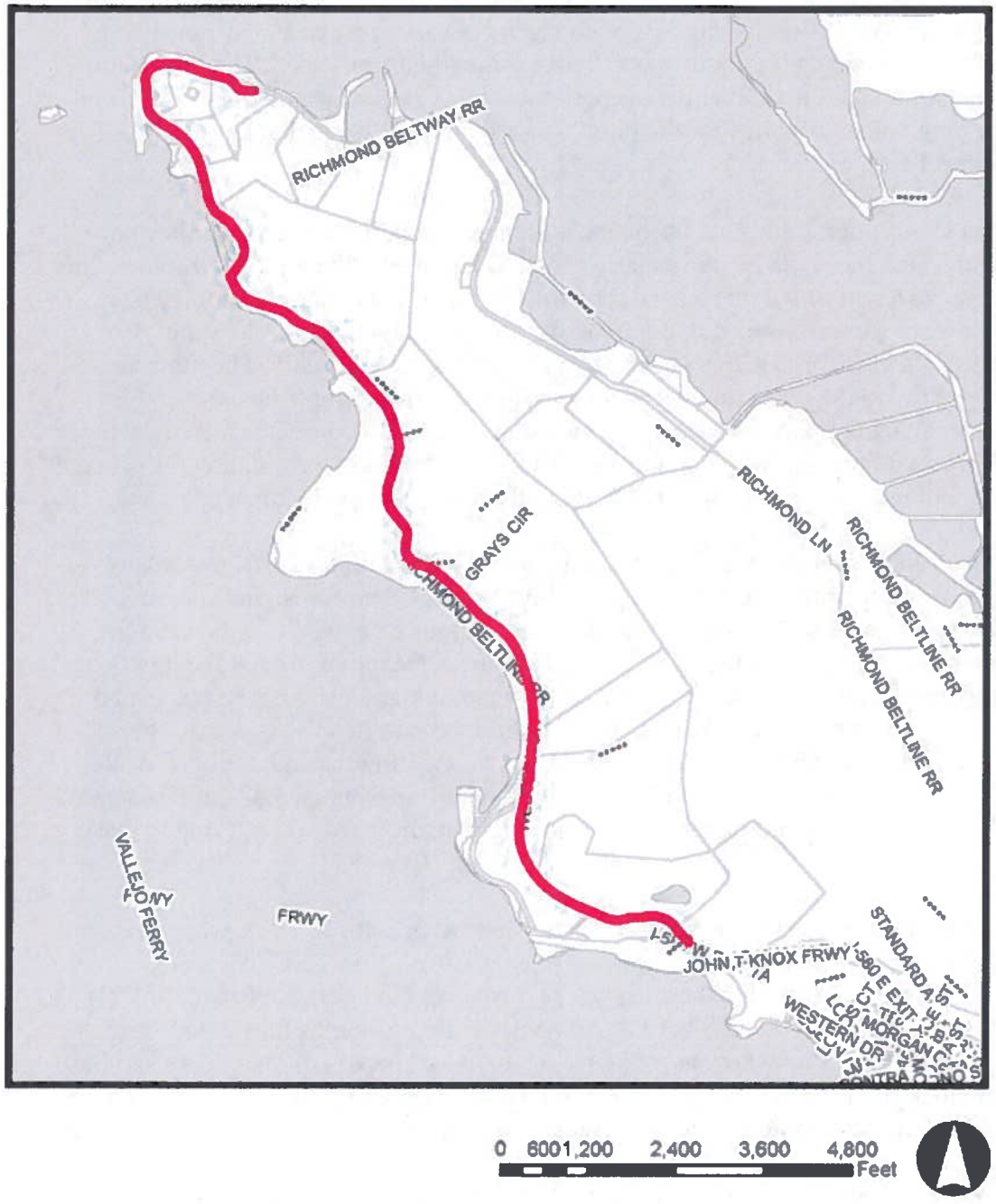
7.C.3

improvements at East Brother during his 20-year tenure, and his skilled operation of the light and fog signal prevented shipwrecks, a growing risk with the opening of the refinery and other industries in Richmond that depended on maritime transportation. See http://www.ebls.org/stenmark.html for more details.

- C.2 National Hero. Stenmark's bravery in saving the life of Lighthouse Inspector Thomas Perry was highly commended by the U.S. Lighthouse Service, and he was rewarded by being appointed keeper at Ano Nuevo Island and later at East Brother.

- What is now Western Drive was designated as Road 27 when the partition of Rancho San Pablo occurred in 1894. The name Western Drive was adopted at a later date and has no reference to any unique geographic location.
- There are fewer than half a dozen addresses on this portion of Western Drive, minimizing the logistics of renaming.
- Legal notices have already been posted.

Location Map
Source: Richmond Planning Division



RESOLUTION NO.___

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RICHMOND, CALIFORNIA, RENAMING WESTERN DRIVE NORTH OF I-580 AS "STENMARK DRIVE"

WHEREAS, Captain J.O. Stenmark of the U.S. Lighthouse Service was keeper of East Brother Light Station from 1894 to 1914, longer than any other keeper in the 140-year history of the lighthouse, which is the oldest structure in the City of Richmond, and,

7.C.5

WHEREAS, Captain J.O. Stenmark was born in 1865 and emigrated to the United States at age twenty. In 1888 he joined the U.S. Lighthouse Service. His first job was working as a crewman aboard the lighthouse tender *Madroño*. At that time equipment and supplies for most lighthouses were delivered by ship. The 180-foot-long *Madroño* had a crew of nineteen and steamed about 10,000 miles each year servicing lighthouses and buoys throughout California. The lighthouse inspector was usually on board to deliver the keepers' pay and to inspect the station. It was while Stenmark was helping unload supplies for the Point Conception lighthouse that he saved the life of Inspector Thomas Perry, and

WHEREAS, Point Conception stands out as the most pronounced point along the California coast. Consequently, seas there can be particularly rough. Captian J.O. Stenmark and some of his fellow crew members were trying to get a small boatload of supplies to shore from the tender. Suddenly, a rough wave capsized the boat, dumping the men and supplies into the water. Perry was carried helplessly away by the heavy seas and was soon in serious trouble. The other crew members clung fearfully to the capsized boat as young Stenmark, bleeding from a cut on his head caused by a breaking oar, swam towards the inspector. Just as the inspector was about to go under, Stenmark reached him and struggled unsuccessfully to swim to shore, holding the officer's head above water. Both men nearly drowned before finally being rescued by the tender, and,

WHEREAS, Captain J.O. Stenmark was highly commended for his bravery. As a reward, on August 1, 1890, he was appointed assistant keeper at Año Nuevo Island fog signal station. Located forty-five miles south of San Francisco, the island supported a twelve-inch steam fog whistle and a small lens-lantern for a light. Although an improvement over life on the lighthouse tender, conditions on the tiny island were far from ideal. Stenmark and his wife, Breta, shared with the principal keeper a tiny cottage that had been partitioned into two living areas. The island residents could only get to and from the island by rowboat. Navigating through the surf, while trying to avoid the rocks around Año Nuevo Point, always made crossing the half-mile channel dangerous. In 1883 four men, including the keeper and assistant, drowned while trying to make the crossing, and,

WHEREAS Captain J.O. Stenmark must have been an able assistant, for in 1892, when keeper Henry Hall was transferred, Stenmark was appointed keeper at Año Nuevo. He continued helping others, several times rescuing fishermen whose boats capsized near the island. In 1894 the Stenmarks' first daughter, Annie, was born at Año Nuevo. Three months later John Stenmark was transferred to East Brother and the young family set up housekeeping on San Francisco Bay. The island was smaller, but the house was bigger, and bay waters usually calmer. The Stenmarks quickly grew to like their new home and stayed almost twenty years, and

WHEREAS, Captain J.O. Stenmark and Breta made the most of the small piece of land. They bought soil from the mainland and grew vegetables in a tiny garden in front of the lighthouse. In pens they raised goats, pigs, rabbits, and chickens. During his first few years as keeper, Stenmark, like his predecessors, rowed the 2 miles to Point San Quentin to do shopping and get mail. Prior to the birth of each of his two sons he rowed all the way to San Quentin and back to fetch the doctor, and

WHEREAS, The Stenmarks had four children: Annie, Ruby, Phillip, and Folke. For several years when the children were young the government paid for a teacher to live at East Brother part of each year and tutor the children. Later, when a road was built from Point San Pablo to the town of Point Richmond, the children attended school there. By that time, mail and provisions were picked up at Point Richmond instead of Point San Quentin, and,

F.C.6

WHEREAS, Daughter Annie lived for the first twenty years of her life on the island until she met and married Charles Morisette. Morisette worked a short distance from the lighthouse at the Standard Oil refinery. "My hubby, Charlie, used to come courting to the island," she recalled fondly in later years. "He couldn't row very good at first, but we soon taught him." When the couple got married in June, 1914, the newspaper announced "Cupid Ends Lighthouse Romance:"

> A romance that had its beginning beneath the tall, gray tower of the Brothers Lighthouse, located [off] Point Orient, culminated in a happy marriage at Oakland yesterday when Charles Morisette, a foreman at the Standard Oil wharf, claimed Miss Annie E. Stenmark as his bride.
>
> Miss Stenmark is the daughter of John O. Stenmark, lighthouse keeper [off] that point, and it was while assisting her father about his duties of caring for the great white light that flashes across the treacherous waters of the upper San Pablo bay that she became acquainted with Morisette.

WHEREAS, Despite living on an island, the Stenmarks had many friends in the surrounding bay area. They sometimes entertained as many as fifty friends and relatives at the lighthouse. On the occasion of their nineteenth wedding anniversary, the local newspaper described the gathering:

> The guests were carried across to the light house from Bailey's wharf in row boats, and as the bay was calm everyone enjoyed the trip immensely.
>
> The rooms were very prettily decorated for the occasion and the evening was spent with music and dancing. Dainty refreshments were served at the proper time, after which hearty congratulations and best wishes were extended to the host and hostess

WHEREAS, Captain J.O. Stenmark retired as keeper of East Brother in July, 1914. The family moved to Richmond, where they owned and operated the Stenmark Hotel on Fifteenth Street. Stenmark died only a year later in 1915 while on board the steamer, *City of Topeka*, traveling up the coast from San Francisco, and

WHEREAS, East Brother Light Station benefited from numerous improvements during the two decades the Stenmarks served as keepers. The lighthouse and fog signal gained renewed importance following construction of the Standard Oil refinery in Richmond in 1901. Docks for tankers were built along the San Pablo shoreline only a few hundred yards from the station. In 1909 the California Wine Association also established its huge aging and bottling plant just south of Point San Pablo. The plant had a storage capacity of 12 million gallons and a 1,800-foot wharf where grapes were unloaded and barrels of wine shipped out. With these and other developments, the town of Richmond ballooned in population from 200 in 1901 to 23,000 by 1917.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RICHMOND, CALIFORNIA, AS FOLLOWS:

Because of Captain J.O. Stenmark's illustrious life and recognition of the colorful contribution to the early history of Richmond by him and his family, Western Drive north of I-580 is hereby renamed "Stenmark Drive."

A detailed account of the Stenmark years at East Brother may be found at http://www.ebls.org/stenmark.html.

7.C.7

BY ORDER OF THE CITY COUNCIL OF THE CITY OF RICHMOND

I certify that the foregoing resolution was passed and adopted by the Council of the City of Richmond at a regular meeting thereof held on July _, 2013, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

_____
Clerk of the City of Richmond

(SEAL)

California Place Names

The Origin and Etymology of Current Geographical Names

ERWIN G. GUDDE

FOURTH EDITION, REVISED AND ENLARGED

by WILLIAM BRIGHT

UNIVERSITY OF CALIFORNIA PRESS

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and subsequently I heard it called by the Spaniards the Río de las Ánimas, but on the map we have called it the Mohahve river" (*Expl. exp.*, p. 377). Frémont's reason for applying this name to the river in the Great Basin, separated by several mountain ranges from the territory of the Mojave Indians, has been a puzzle to scholars. Kroeber believes that it arose from the "erroneous impression that this [river] drained into the Colorado in the habitat of the Mohave." The explorer, however, applied the name although he knew the river was not in Mojāve territory. On the day he named the stream, he had met a party of six roving Mojaves, one of whom told him that "a short distance below, this river finally disappeared" (ibid.) and also gave him interesting information about his tribe. This meeting induced Frémont to name the stream Mohahve. Mojave River had been called Inconstant River by Jedediah Smith in 1826 (*Travels*, p. 15), and it is thus designated on the maps of Burr 1839 and Wilkes 1841. Mojave Valley is repeatedly mentioned in the Pac. R.R. *Reports*. The term Sink of Mohave is recorded on Goddard's map (1860); it is now also known as Soda Sink. The term Mohave Desert seems to have been applied by the Wheeler Survey in 1875 (atlas sheet 73-C), although it was doubtless used before that date. The town in Kern Co. came into existence when the Southern Pacific reached the place on Aug. 8, 1876, and called the station Mojave because it was at the western end of the Mojave Desert. The names of the places straddling the Colorado in San Bernardino Co. and in Mohave Co. (Arizona) arose because they were all in or near the habitat of the Mojave Indians. The mountains east of the Colorado are called "Hamook Häbi" on the Whipplelves map (1854). The BGN (6th Report) decided for the spelling Mojave for the California names in the Great Basin but left the spelling Mohave for the names on the Colorado, thus accentuating the difference in the origin and application of the two name clusters, despite their common source. The spelling with the *j* is official in the use of the Mojave Tribe, but *h* is official for the Arizona county.

Mokelumne (mō kel′ ə mi, mō kol′ ə mē): **River** [San Joaquin Co.]; **Hill** [Calaveras Co.]; **Peak** [Amador Co.]. According to Barrett (*Miwok* 1908:340), the name is derived from a Plains Miwok village near Lockeford. The ending *-umne* means 'people' (see Cosumnes, Tuolumne); the stem may be related to Plains Miwok *moke* 'fish net', or perhaps Central Sierra Miwok *moke* 'red paint' or *mokólkine* 'manzanita berry' (Callaghan). The Indians are called Muquelemnes by Durán on May 23, 1817, and their name appears with similar spellings elsewhere (Arch. Arz. SF 3:2.83–84, 104, etc.). On the *Plano topográfico de la Misión de San José* (about 1824) a village of "heathen Indians," Muguelemnes, is indicated near the site of the present city of Lodi. The name was applied to the river by the Wilkes party, probably at the suggestion of Sutter: Rio Mokellemos (Eld), Mogneles River (Wilkes map, 1841). The name Sanjón ('ditch') de los Moquelemes was used for a land grant on Jan. 24, 1844, and the name of the river appears in the titles of several other grants. The present spelling, Mokelumne River, was used by Frémont (*Geog. memoir*, p. 16). Mokelumne Hill, first called Big Bar, then known as Mok Hill or The Hill, developed as a mining camp in 1848 and became one of the important centers of the southern mines. The post office was established on July 10, 1851. **Mokelumne City** [San Joaquin Co.] became deserted after the Central Pacific built a station about 10 miles southeast, which it called Mokelumne until 1874, when the name was changed to Lodi.

Molaine Corrals [Trinity Co.]. The place has been known by this name since 1887, when Jim Molaine had a holding pasture here for his cattle (W. E. Hotelling).

Molasky (mə las′ kē) **Creek** [Santa Cruz Co.]. Probably for Henry Molaskey, who lived in the area in the 1870s (Clark 1986).

Molate (mō lä′ tē): **Point, Reef** [Contra Costa Co.]. The name Moleta was applied in Mexican times to the island now known as Red Rock, probably because its shape resembles the muller (called *moleta* in Spanish) used for grinding pigments. Beechey misspelled the word as Molate in 1826, and this version was adopted in 1851 by the Coast Survey when it used the island as a secondary triangulation station. Molate Point was named by the Survey in 1854, and Molate Reef in 1864. *See* Red: Red Rock.

Moleta. *See* Molate; Red.

Molino (mō lē′ nō, mə lē′ nō). The Spanish word for 'mill' was repeatedly used as a geograph-

F.C.11

Ravenswood: Point, Slough [San Mateo Co.]. The names preserve the name of the town of Ravenswood, which had been laid out in the 1850s when the Central Pacific was expected to cross lower San Francisco Bay, and which was probably named after one of the several Ravenswoods in the East. When the railroad bridge was finally built in 1920, the town had disappeared, but it left its name in a railroad siding.

Rawhide [Tuolumne Co.]. The place west of Jamestown seems to be the only survivor of the once-popular name for California gold mines. The rich mining town of the 19th century was earlier called Rawhide Ranch.

Raymond [Madera Co.]. The name was applied to the terminal of the Southern Pacific spur from Berenda about 1885, for Walter Raymond of the Raymond-Whitcomb Yosemite Tours, which started at this point (F. E. Knowles).

Raymond, Mount [Yosemite NP]. Named by the Whitney Survey in 1863 for Israel W. Raymond (1811–87), one of the chief proponents in the campaign to set aside Yosemite Valley for public enjoyment. For many years he was a member of the state commission that managed Yosemite Valley before it became a national park (Farquhar).

Raymond Peak [Alpine Co.]. Named in 1865 by the Whitney Survey for Rossiter W. Raymond, a graduate of the famous mining school of Freiberg, Germany, and commissioner of mining statistics in the U.S. Treasury Dept. Reed's map of the county, 1865, shows a Raymond City north of the peak.

Raymundo, Cañada de. *See* Raimundo.

Raza de Buena Gente, Isla. *See* Terminal Island.

Read. *See* Mill: Mill Valley.

Reading (red′ ing) **Peak** [Lassen NP], earlier known as White Mountain, was named in memory of Maj. Pierson B. Reading by the BGN in 1943 (*see also* Redding; Shasta). Next to John Bidwell and John Marshall, Reading was the best known of Sutter's men and was the real pioneer of Shasta Co. He was grantee of Rancho Buenaventura in 1844, participated in the Bear Flag Revolt, and discovered gold in the Trinity region in July 1848. He is still commemorated by Reading Peak, Reading Adobe, Readings Bar, and Fort Reading; Readings Springs and Diggings have vanished. **Reading Rock** [Humboldt Co.] was also named after Major Reading, by the Coast Survey in 1849 or 1850 (*Report* 1862:341). The present spelling was confirmed by the BGN in 1970 (list 7004).

Real de las Aguilas. *See* Las Aguilas.

Recess Peak [Fresno Co.]. Named because of its proximity to the First Recess of Mono Creek, which was discovered with the other three Recesses by Theodore S. Solomons in 1894 (Farquhar).

Reche (rech′ ē): **Canyon, Mountain, Wells** [San Bernardino Co.]. The places were named for Charles L. Reche, an early homesteader who dug the first well in the area (BGN, 1960).

Reconnaissance Peak [Plumas Co.]. The peak was so named because of the timber reconnaissance work done there in 1914–15 (D. N. Rogers).

Rector Canyon [Napa Co.]. Named for a man who settled here before 1847 (Doyle), possibly John Potter Rector, whose name is recorded in the Great Register of Napa Co., 1867–68.

Red. Next to "black," "red" is the most common adjective of color used in place names. The maps of the state have more than 550 names that include this adjective, and many more are used locally. Usually the word is found to describe hills, peaks, cliffs, and points. Most of the Red Lakes and Creeks (unless they contain the nickname of a person) are doubtless named after red orographic features or because the soil looks red, but there are notable exceptions: the Red River of California, as the Colorado River was sometimes called, was so named because its water appears "reddish." Often the adjective does not describe the feature but modifies another term: Redrock Mountain, etc. [Los Angeles Co. and elsewhere]; Red Bridge Slough [San Joaquin Co.]; Red Fox Canyon and Red Rover Canyon [Los Angeles Co.]; Red Reef Canyon [Ventura Co.]; Red Pass Lake [San Bernardino Co.]; Red Clover Creek [Plumas Co.]; Redbird Creek [El Dorado Co.]; and many others. **Red Rock** [San Francisco Bay] was known in Spanish times as Moleta for its conical shape, referring to a 'muller' (a type of stone pestle) —misspelled "Molate" by Beechey in 1826. It was also known as Golden Rock because pirates were supposed to have buried vast treasures there. It was possibly the island mentioned by Padre Payeras in 1819 (Docs. Hist. Cal. 4:341 ff.): *otra mucho más chica* [isla] *cerca Sn. Rafael llamada del oro* 'another much

smaller island near San Rafael called golden'. The name Golden Rock is the official name (*Statutes* 1850:60), but as early as 1848 the present name was in use (Ord's map). The Coast Survey kept the name Molate Rock until 1897. **Red Bank Creek** [Tehama Co.] is shown as Baranca Colorada on Bidwell's map of 1844, a name also applied to the land grant Barranca Colorada 'red ravine', dated Dec. 24, 1844. In the 1850s the creek was sometimes called Red Bluff Creek (*Statutes*, 1851; Gibbes's map, 1852). *For* Red Bank Creek [Butte, Yuba Cos.], *see* Honcut Creek. **Red Cap: Bar, Creek** [Humboldt Co.] were named by Gibbs's party after an Indian elder who wore a red woolen cap (1851; Schoolcraft 3:148–49). **Red Lassic Peak** and **Creek** [Trinity Co.]: The color refers to the peak—not to Lassik, the last chief of an Athabaskan tribe—and is used to distinguish it from Lassik and Black Lassik Peaks (*see* Lassic). **Red Lake Peak** [Alpine Co.] was formerly called Red Mountain, and the small, marshy, half-dry lake at its foot was named Red Lake after the mountain (Surveyor General, *Report*, 1856: 105). The name of the mountain was apparently lost, but it stuck to the lake, which was made into a reservoir. When it became necessary to have a name for the mountain, it was named after the lake: Red Lake Peak! However, according to George Stewart, the lake was originally Reed Lake (*see* Reed). There is another Red Lake and a Red Lake Mountain in Shasta Co. **Red Slate Mountain** [Mono Co.] was named by the Whitney Survey and recorded on Hoffmann's map of 1873. **Red and White Mountain** [Fresno Co.] was named by Theodore S. Solomons in 1894. When Lincoln Hutchinson and his party made the first ascent on July 18, 1902, they kept the name because "it is peculiarly descriptive of the great peak of red slate fantastically streaked with seams of white granite" (*SCB* 4:201). **Red Box Divide** [Los Angeles Co.] marks the boundary between the watersheds of Arroyo Seco and San Gabriel River; it was given this name because a large red box used by forest rangers for storing firefighting equipment was visible from the road (AGS: Los Angeles, p. 298). Many communities have been named after nearby "red" physical features, e.g. **Red Bluff** [Tehama Co.]: Early in May 1850, Bruff (pp. 789, 794) refers to the plans of Sashel Woods and Charles L. Wilson to lay out the town at Red Bluffs or "the Bluffs." In the same year, the town Red Bluffs is mentioned in the *Statutes* (p. 62). According to Bancroft (6:496), the earlier name was Leodocia. In 1853 it was known as Covertsburg (*San Francisco Alta California*, Jan. 15, 1853), but Eddy's map of 1854 shows the town as Red Bluffs. **Redlands** [San Bernardino Co.]: The district formerly known as Lugonia was developed after the California Southern built a line to connect with the Santa Fe in 1885 (*see* Lugo). The present name, descriptive of the soil, was given to the town, which was platted in 1887 by E. G. Judson and Frank E. Brown. **Redbanks** [Tulare Co.] was named by the Santa Fe in 1914 after the Redbanks Orchard Company, so called because the soil in the district was red. **Red Mountain** [San Bernardino Co.]: The post office was named in 1929 after the nearby reddish-colored mountain; *see* Osdick. *For* Red Mountain [Kings Canyon NP], *see* Pinchot, Mount. *For* Red Rock [San Bernardino Co.], *see* Topock.

Redding [Shasta Co.]. A town laid out south of the present city was first called Latona, and later Reading, in honor of Pierson B. Reading (*see* Reading Peak, Reading Rock): "While upon this matter we have to record an objection to the name 'Latona.' It is not a proper name for a town or anything else that we know of. As well as we can remember, Latona was the name of one of the high old goddesses of Grecian mythology, who conducted herself in a very improper manner. We would take the liberty of suggesting the name of 'Reading' as by far the more appropriate" (*Shasta Courier*, Nov. 2, 1861; Boggs, p. 397). After the Central Pacific acquired the right-of-way, the present town was laid out in 1872 by B. B. Redding—land agent of the company, former secretary of state of California, and future state fish commissioner—and named for him. The local people, however, wished to keep the pioneer name, and in Jan. 1874 the legislature enacted solemnly: "That the name of the Town of Redding, Shasta County, shall hereafter be known and spelled Reading, in honor of the late Maj. Pearson [*sic*] B. Reading, the pioneer of Shasta County" (Boggs, p. 595). This did not end the confusion, for the railroad refused to recognize the change. In the end the friends of the living railroad official were more influential than those of

San Francisquito; Santa Anita.) The name is preserved in modern geography in San Miguelito (mig ə lē′ tō) Creek, an intermittent stream in Santa Barbara Co.

San Nicolas (nik′ ə ləs) **Island** [Ventura Co.]. The island was evidently given this name by the crew of Vizcaíno's launch *Tres Reyes* on Dec. 6, 1602, the feast day of St. Nicholas of Myra, the prototype of Santa Claus (Wagner, p. 412). It is also known as Passing Island because the sand is gradually being blown away and the island will eventually be reclaimed by the sea (Doyle).

San Onofre (ō nō′ frē): **Creek, Canyon, Mountain, Hill, Bluff**, post office [San Diego Co.]. The name of St. Onuphrius, an Egyptian, is mentioned as the name of a rancho of San Juan Capistrano Mission in 1828 (Registro, p. 41). It appears in the name of the Santa Margarita y San Onofre grant, dated Feb. 23, 1836, and May 10, 1841, but it does not appear on early American maps or on the charts of the Coast Survey. It was given to the station when the Santa Fe built the coast line from Los Angeles to Oceanside in the late 1880s (*see* Flores; Santa Margarita). **Cañada San Onofre** [Santa Barbara Co.], shown as Cañada de San Onofre on the Lompoc atlas sheet, is probably the San Onofre mentioned in 1795 (PSP 14:62) and was doubtless named for the same saint.

San Pablo (pab′ lō): **Point, Strait, Bay, Creek**, town, **Reservoir** [Contra Costa Co.]. The names San Pedro and San Pablo (Peter and Paul) for the points on opposite shores of San Pablo Strait probably originated at the same time. They are mentioned in Abella's diary in Oct. 1811, and Punta de San Pablo is recorded by Durán on May 13, 1817. The name San Pablo was used for a land grant, dated Apr. 15 and 23, 1823. On the *Plano topográfico de la Misión de San José* (about 1824) the narrows are called Estrecho de San Pablo, and Rancho San Pablo is shown. The name of the bay itself had been called Bahía Redonda by Crespí in 1772 and by Cañizares in 1776; on the *Plano topográfico* it is called Bahía de Sonoma. The two points are mentioned by Beechey (2:425); on Duflot de Mofras's plan 16, the name San Pablo appears also for the bay. The town of San Pablo is shown on Butler's map of 1851; the post office was established on Nov. 15, 1854. *For* San Pablo in Imperial Co., *see* Pilot: Pilot Knob; in Kern Co., *see* Castac: Castaic.

San Pascual (pas kwäl′) [Los Angeles Co.]. Rancho San Pascual is mentioned on Dec. 27, 1833 (Arch. LA 4:74). The land, which had belonged to Mission San Gabriel, became public property with secularization of the mission; one part was made into a land grant dated July 27, 1838, and another, Sept. 24, 1840, and July 10, 1843. This grant and the places called San Pasqual in San Diego Co. were probably all named for St. Pascal Baylon (1540–92), a Spanish Franciscan. After the American occupation the spelling San Pasqual was ordinarily used in official reports and in land grant records. **San Pasqual**: town, **Valley** [San Diego Co.]: The name was evidently applied to an Indian village under the jurisdiction of San Diego Mission. It appears as S. Pascual on Bancroft's map of the San Diego district, 1800–1830 (2:105), and was applied in 1835 to the pueblo composed of former neophytes of Mission San Luis Rey (San Diego Public Library). The present spelling was used in army reports after the "battle of San Pasqual" between Kearny's and Andrés Pico's forces on Dec. 6, 1846.

San Pedro. The Spanish form of the name St. Peter was very popular for place names in Spanish times. It was given to five land grants, and about twelve geographic features still bear it. Not all the names honor the apostle; some honor other saints named Peter. **San Pedro** (pē′ drō, pā′ drō): **Bay, Channel, Hill, Hills**, post office [Los Angeles Co.]: The bay had been named Bahía de los Fumos or Fuegos by Cabrillo on Oct. 8, 1542, because smoke from numerous fires was visible. According to Wagner (p. 412), the name San Pedro was applied to the bay by one of Vizcaíno's men, probably because it was sighted on Nov. 26, 1602, the feast day of the St. Peter who was martyred in Constantinople. It appears in the Bolaños Ascensión *derrotero* and on the maps based upon Vizcaíno's discoveries. Bahía de San Pedro is mentioned in Vila's diary on Apr. 26, 1769 (*APCH.P* 2:86), and repeatedly in the *Reports* of the Anza expedition. Later the name San Pedro was applied to one of the land grants bordering the bay on the north, granted before Nov. 20, 1784, to Juan José Domínguez and regranted at various times to other members of the Domínguez family. Narváez's Plano of 1830 shows an Ensenada and a Punta San Pedro. On Duflot de Mofras's map (1844) San Pedro

CITY COUNCIL

AGENDA REPORT

DATE: July 16, 2013

TO: Mayor McLaughlin and Members of the City Council

FROM: Councilmember Butt

SUBJECT: RENAME WESTERN DRIVE NORTH OF I-580 STENMARK DRIVE

STATEMENT OF THE ISSUE:

Because of Captain J.O. Stenmark's illustrious life and recognition of the colorful contribution to the early history of Richmond by him and his family, it is recommended that Western Drive north of I-580 be renamed "Stenmark Drive."

RECOMMENDED ACTION:

ADOPT Resolution of Intention No. 908 and set a public hearing for July 30, 2013, to rename Western Drive north of I-580 to "Stenmark Drive" in recognition of Captain J. O. Stenmark's colorful contribution to the early history of Richmond, and setting the public hearing on the matter for July 30, 2013.

FINANCIAL IMPACT OF RECOMMENDATION:

There is no financial impact related to this item.

DISCUSSION:

Captain J.O. Stenmark of the U.S. Lighthouse Service was keeper of East Brother Light Station from 1894 to 1914, longer than any other keeper in the 140-year history of the lighthouse, which is said to be the oldest structure in the City of Richmond.

Captain Stenmark was an experienced seaman that was well known and commended for his bravery and skill. He served as keeper of the Nuevo Ano Fog Signal Station and was later transferred to East Brother where he and his young family made their home while serving as keepers of the lighthouse for twenty years.

7.C.15

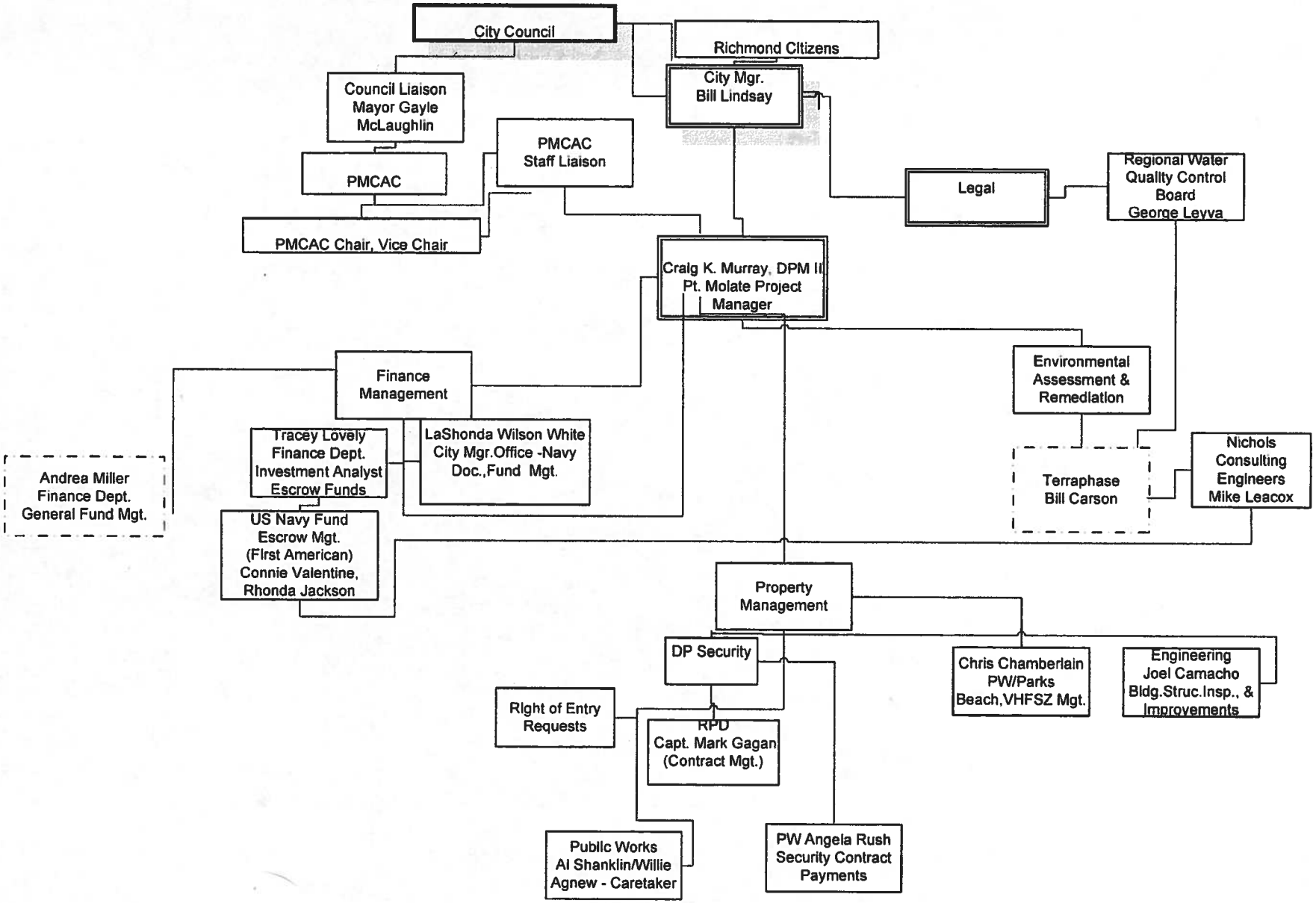
Captain J.O. Stenmark retired as keeper of East Brother in July, 1914. The family moved to Richmond, where they owned and operated the Stenmark Hotel on Fifteenth Street. Stenmark died only a year later in 1915 while on board the steamer, City of Topeka, traveling up the coast from San Francisco.

East Brother Light Station benefited from numerous improvements during the two decades the Stenmarks served as keepers. The lighthouse and fog signal gained renewed importance following construction of the Standard Oil refinery in Richmond in 1901. Docks for tankers were built along the San Pablo shoreline only a few hundred yards from the station. In 1909 the California Wine Association also established its huge aging and bottling plant just south of Point San Pablo. The plant had a storage capacity of 12 million gallons and a 1,800-foot wharf where grapes were unloaded and barrels of wine shipped out. With these and other developments, the town of Richmond ballooned in population from 200 in 1901 to 23,000 by 1917.

A detailed account of the Stenmark years at East Brother may be found at http://www.ebls.org/stenmark.html.

DOCUMENTS ATTACHED:

Attachment 1: Resolution of Intention
Attachment 2: Location Map of Western Drive north of I-580


City Council
Richmond Citizens
City Mgr.
Bill Lindsay
Council Liaison
Mayor Gayle
McLaughlin
PMCAC
Staff Liaison
PMCAC
PMCAC Chair, Vice Chair
Legal
Regional Water
Quality Control
Board
George Leyva
Craig K. Murray, DPM II
Pt. Molate Project
Manager
Finance
Management
Environmental
Assessment &
Remediation
Tracey Lovely
Finance Dept.
Investment Analyst
Escrow Funds
LaShonda Wilson White
City Mgr.Office -Navy
Doc.,Fund Mgt.
Andrea Miller
Finance Dept.
General Fund Mgt.
US Navy Fund
Escrow Mgt.
(First American)
Connie Valentine,
Rhonda Jackson
Terraphase
Bill Carson
Nichols
Consulting
Engineers
Mike Leacox
Property
Management
DP Security
Chris Chamberlain
PW/Parks
Beach,VHFSZ Mgt.
Engineering
Joel Camacho
Bldg.Struc.Insp., &
Improvements
Right of Entry
Requests
RPD
Capt. Mark Gagan
(Contract Mgt.)
Public Works
Al Shanklin/Willie
Agnew - Caretaker
PW Angela Rush
Security Contract
Payments

July 22, 2013

To: Financial Institutions

RE: Escrow Fund Services RFP

The City of Richmond is requesting proposals from qualified firms to provide Escrow Fund Account Services for the City of Richmond.

The complete solicitation process for the above referenced proposal will be administered through the City's Bids Online System. Please register and download the proposal directly from the City's website. Go to www.ci.richmond.ca.us/bids . Next, search for the proposal – Key word: Escrow Fund Services. The proposals are due on Tuesday, August 6, 2013 by 5:00 pm.

Even if you choose not to respond to this particular Request for Proposal, please register your organization with the City so that you will be automatically informed of future proposal requests.

Questions regarding this RFP should be emailed to Craig K. Murray at craig_murray@ci.rcihmond.ca.us and will be due by Friday, July 26. Response to RFP questions will be posted on Bids Online for this solicitation by Wednesday July 31. Questions regarding BidsOnline registration should be directed to Ofelia_Alvarez@ci.richmond.ca.us or (510) 620-6699.

Sincerely,

Tracey T. Lovely
Acting Treasury Manager
Treasury Division, Finance Department
(510)620-6750

8.A.2

City of Richmond – Former NFD Pt. Molate Escrow Fund Management

REQUEST FOR PROPOSALS (RFPs)

FOR

ESCROW SERVICES

DATE DUE: Tuesday, August 6, 2013

I. GENERAL INFORMATION

The City of Richmond ("City") is soliciting Request for Proposals (RFPs) from interested consultants to provide escrow services for accounting and disbursement of funds related to the remediation activities at Pt Molate and funds held c/o the United States Navy (Navy) for its former Pt. Molate Naval Fuel Depot (Pt Molate). Pt Molate is an approximately 413 acre site located immediately north of the Richmond-San Rafael Bridge on the San Pablo Bay on the Pt. San Pablo Peninsula. City negotiated an Early Transfer and Closure Agreement (ETCA) in 2008. The Navy transferred $28,500,000 c/o City and they have been held in an escrow account and paid out for consultant services rendered on a monthly basis. There is currently $19,729,256.04 remaining in escrow.

The former escrow holder of these funds, First American Fund Control, in Irvine, CA has provided notice that it is exiting the business of being an escrow holder. A new escrow holder will be subject to the requirements to be set forth in the Fiscal Agent Agreement to be negotiated and the ETCA. (Attachment A).

City is looking for knowledgeable and responsive escrow companies that possess the expertise and resources needed to assist City staff in achieving the goals and objectives of fund management for Pt Molate in accordance with the ETCA.

II. SCOPE OF SERVICES:

A. The following list illustrates the type of services and responsibilities that will be required of the selected escrow holder (fiscal agent). This list is not exhaustive and may include other services and responsibilities as requested or directed by City staff.

- Procedures to minimize the time between request of funds and disbursement to City
- Maintain funds in permitted investments
- Establishment and maintenance of a payment account
- Compliance with laws
- Compliance with the Early Transfer Cooperative Agreement (ETCA)
- Investments of funds by escrow holder
- Record keeping including Record Retention and Monthly Reports

B. Proposals shall, under separate page, identify any initial or set up fee, a monthly service charge, and any other charges. Proposals should also identify any deposit and investment of

funds, the interest or investment value of the funds, and identification of additional investment provisions.

Note: City reserve the right to negotiate a contract for the entire project or any portion of the project and reserve the right to amend the Scope of Services at any time during the consultant selection process.

III. EVALUATION CRITERIA:

The Selection Committee will evaluate the RFPs based on the following factors:

A. **General Quality and Responsiveness of the Request for Proposals (35%)**
1. Responsiveness to the terms, conditions, and items of performance.
2. Completeness and thoroughness of the RFP.
3. Grasp of the scope and services to be performed, and the technical approach to be used.

B. **Qualification & Experience of Firm and Personnel (50%)**
1. Evidence of good organizational and management practices.
2. Qualification and experience of essential personnel.
3. Experience and past performance of firm.

C. **References (15%):**
Provide at least three (3) references (include contact name, address and telephone number) that can attest to the quality of work on projects with similar types of escrow services described herein. References should be limited to projects in which the proposed team members had direct participation. The City reserves the right to contact the referenced clients to verify the information and/or solicit comments.

IV. INTERVIEWS:

An oral interview may be conducted after Selection Committee reviews the written responses.

V. PROPOSAL RESPONSE FORMAT:

The RFP response shall be presented in a complete and concise format and shall be limited to no more than ten (10) pages, not including cover pages and supplemental appendices. Firms may include personnel resumes in the supplemental appendix.

Consultants are required to submit **five (5)** copies of the RFP in a sealed envelope at the address listed below:

Mail and hand delivering RFPs, deliver to:

City of Richmond
Engineering Department
Pt Molate Escrow Services RFP
Attn.: Craig K. Murray
450 Civic Center Plaza, 2nd Floor
Richmond, CA 94804

Submittals may be mailed or hand-carried, but must be received no later than 5:00 P.M., Tuesday August 6, 2013. RFPs may be modified or withdrawn before the established date and time.

City does not recognize the U. S. Postal Service or any other organization as its agent for purposes of accepting proposals. All RFPs received after the deadline will be rejected and returned unopened. No extensions will be granted. Telegraphic, telephone or facsimile (FAX) RFPs will not be accepted.

All RFPs will become the property of the City and will be made available for public inspection after an award is made or all RFPs are rejected.

Selection Procedures

The following is an outline of the procedures the City will use in the selection process:

A. A Selection Committee is formed comprised of City personnel.

B. The Selection Committee reviews the RFP responses submitted by the prospective consultants. The Committee may select up to five (5) firms to conduct oral interviews.

C. The Selection Committee evaluates the RFP response and interview results and selects the top-ranking consultant to begin negotiations.

D. Negotiations will take place with the best-qualified firm(s) on the final scope of work, contract, and proposal fee and supporting cost breakdown.

Rejections

All RFPs will be reviewed to determine conformance with the RFP requirements. Failure to meet the requirements will be cause for rejection of the RFP. Any incomplete, conditional or irregular RFP may be rejected.

The Agencies reserve the right to:

A. Consider the RFP as the final written and oral communication presented by the companies or individuals to the Agencies for selecting the top firms.

B. Exercise discretion and apply its judgment with respect to selection of any RFP submitted.

C. Reject all RFPs.

VI. CONTRACT TERMS

Professional Services Agreement (For informational purposes only)

No agreement shall be binding upon the City until a Fiscal Agent Agreement to be negotiated by the parties is completely executed by the escrow holder, City Manager, and approved by the City Attorney.

Minimum Insurance Requirements (For information purposes only)

The escrow holder shall, at its expense, procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the escrow holder, its agent, representatives, employees or subcontractors. Escrow holder is required to maintain insurance as required in "City of Richmond – Insurance Requirements – Type 2: Professional Services" (Attachment B). Such insurance shall meet at the least the minimum levels of coverage outlined in the Fiscal Agent Agreement.

Permits and Local Licenses

The escrow holder shall obtain and pay for all licenses necessitated by his operations.

Estimated Time Schedule for Consultant Procurement Process:

All Interested parties should register with Bids Online to participate in this solicitation. Information and registration can be found at: www.ci.richmond.ca.us/bids.
All questions regarding this RFP should be submitted to Craig K. Murray at craig_murray@ci.richmond.ca.us per the schedule shown below.

The City may change these dates at its sole discretion.

1.	Release Request for Proposals	**July 22, 2013**
2.	Request for Proposals RFP Questions Deadline	**July 25, 2013**
3.	RFP Answers to Questions posted to Bids Online	**July 31, 2013**
	4. RFP Submittals Due	**August 6, 1013**
	5. Complete review/selection process	**August 8, 2013**
4.	Complete contract negotiations	**August 13, 2013**
5.	Awards of contract	**August 14, 2013**

Note: The estimated time schedule is subject to change.

VII. PUBLIC DISCLOSURE:

All proposals and their contents shall become the property of the City and will not be subject to return. All information contained therein shall be subject to public disclosure under the Public Records Act. Submission of the proposal shall be deemed to be a waiver of any exemption or exception to disclosure, which the RFPs respondent may otherwise have.

VIII. INQUIRIES

Please review the contract documents. After which, should you have any questions please submit them electronically through the bid management system.

Escrow Services RFP
August 6, 2013

Addendum No. 1

This addendum shall be incorporated and considered as part of the specifications for the above-mentioned RFP as though it had been issued at the same time.

Please note the following changes:

The Engineering Department has made the following additions/changes to the above referenced RFP:

- **The due date of this RFP has been extended to August 7, 2013 at 5:00 pm**

All other information remains the same.

8/6/13

Craig K. Murray
Development Project Manager II
City of Richmond

Date

450 Civic Center Plaza, 2nd floor, Richmond, CA 94804-3530
Telephone: (510) 307-8140 Fax: (510) 307-8116 www.ci.richmond.ca.us

8.A.7

Pt. Molate Remediation Budget Report
As of August 2, 2013

Project / Program Name: Pt. Molate Remediation Oversight				
Project Description: Pt. Molate				
		Point Molate		
		Site Remediation		
		Capital Budget		
		Navy Funds	**Interest**	**Total**
Sources of Funds:				
Navy Funds		$ 28,500,000.00		
		Expenditures	**Revenues**	**Balance**
Transactions	**Date**	**As of 8/2/2013**	**As of 8/2/2013**	**As of 8/2/2013**
City of Richmond	4/16/2010	$ 630,000.00		$ 27,870,000.00
Alliant Insurance Services, Inc - Insurance Payment	4/20/2010	$ 4,130,000.00		$ 23,740,000.00
First American Fund Control (FAFC) Setup Fee	4/20/2010	$ 1,000.00		$ 23,739,000.00
Upstream Point Molate - Remediation Work	4/30/2010	$ 170,000.00		$ 23,569,000.00
Savings Interest - April 2010	5/10/2010		$ 1,989.85	$ 23,570,989.85
Savings Interest - April 2010	5/12/2010		$ 3,218.95	$ 23,574,208.80
Savings Interest - May 2010	6/11/2010		$ 2,712.51	$ 23,576,921.31
Savings Interest - May 2010	6/11/2010		$ 4,521.30	$ 23,581,442.61
Arcadis US Inc.	7/15/2010	$ 165,343.93		$ 23,416,098.68
Contra Costa County	7/15/2010	$ 1,264.00		$ 23,414,834.68
Savings Interest - June 2010	7/26/2010		$ 493.14	$ 23,415,327.82
Savings Interest - June 2010	7/26/2010		$ 493.14	$ 23,415,820.96
FAFC Bank Charge	7/26/2010	$ 20.00		$ 23,415,800.96
FAFC Bank Charge	7/26/2010	$ 20.00		$ 23,415,780.96
Savings Interest - June 2010	7/26/2010		$ 2,852.41	$ 23,418,633.37
Savings Interest - June 2010	7/26/2010		$ 5,330.73	$ 23,423,964.10
Savings Interest - July 2010	8/11/2010		$ 732.37	$ 23,424,696.47
Savings Interest - July 2010	8/11/2010		$ 732.37	$ 23,425,428.84
Savings Interest - July 2010	8/11/2010		$ 2,409.34	$ 23,427,838.18
Savings Interest - July 2010	8/11/2010		$ 4,830.04	$ 23,432,668.22
FAFC Fee Slip - May - Julu 2010	8/16/2010	$ 900.00		$ 23,431,768.22
City of Richmond - MoFo Reimbursement	8/20/2010	$ 4,016.25		$ 23,427,751.97
Transfer August Maintenance Fee	9/13/2010		$ -	$ 23,427,751.97
FAFC Fee Slip - August 2010	9/13/2010	$ 300.00		$ 23,427,451.97
Savings Interest - August 2010	9/15/2010		$ 773.33	$ 23,428,225.30
Savings Interest - August 2010	9/15/2010		$ 773.33	$ 23,428,998.63
Savings Interest - August 2010	9/15/2010		$ 2,564.97	$ 23,431,563.60
Savings Interest - August 2010	9/15/2010		$ 5,136.59	$ 23,436,700.19
FAFC Fee Slip - September 2010	10/7/2010	$ 300.00		$ 23,436,400.19
City of Richmond - MoFo Reimbursement	10/18/2010	$ 15,503.75		$ 23,420,896.44
Arcadis US Inc.	10/18/2010	$ 121,923.17		$ 23,298,973.27
Contra Costa County	10/18/2010	$ 632.00		$ 23,298,341.27
Savings Interest - September 2010	10/20/2010		$ 725.31	$ 23,299,066.58
Savings Interest - September 2010	10/20/2010		$ 725.31	$ 23,299,791.89
Savings Interest - September 2010	10/20/2010		$ 2,405.12	$ 23,302,197.01
Savings Interest - September 2010	10/20/2010		$ 4,817.12	$ 23,307,014.13
First American Fund Control	11/1/2010	$ 2,704.15		$ 23,304,309.98
FAFC Fee Slip - October 2010	11/8/2010	$ 300.00		$ 23,304,009.98
State Water Resources Control Board	11/10/2010	$ 796.00		$ 23,303,213.98
City of Richmond - MoFo Reimbursement	11/10/2010	$ 9,766.50		$ 23,293,447.48
Savings Interest - October 2010	11/17/2010		$ 696.94	$ 23,294,144.42
Savings Interest - October 2010	11/17/2010		$ 2,322.38	$ 23,296,466.80
Savings Interest - October 2010	11/17/2010		$ 4,647.05	$ 23,301,113.85
Contra Costa County - Refund	11/19/2010	$ -	$ 158.00	$ 23,301,271.85

Pt. Molate Remediation Budget Report
As of August 2, 2013

Transactions	Date	Expenditures As of 8/2/2013	Revenues As of 8/2/2013	Balance As of 8/2/2013
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

Pt. Molate Remediation Budget Report
As of August 2, 2013

Transactions	Date	Expenditures As of 8/2/2013	Revenues As of 8/2/2013	Balance As of 8/2/2013
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 August 2, 2013

Transactions	Date	Expenditures As of 8/2/2013	Revenues As of 8/2/2013	Balance As of 8/2/2013
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
Savings Interest - October 2012	11/16/2012		$ 1,911.44	$ 20,893,596.51
State Water Resources Control Board	12/6/2012	$ 11,195.00		$ 20,882,401.51
Nichols Consulting Engineers, CHTD	12/6/2012	$ 12,945.00		$ 20,869,456.51
Terraphase Engineering, Inc.	12/6/2012	$ 174,878.31		$ 20,694,578.20
FAFC Fee Slip - November 2012	12/11/2012	$ 300.00		$ 20,694,278.20
FAFC Fee Slip - December 2012	12/11/2012	$ 300.00		$ 20,693,978.20
Savings Interest - Novemeber 2012	12/19/2012		$ 1,838.75	$ 20,695,816.95
Nichols Consulting Engineers, CHTD	12/21/2012	$ 2,016.64		$ 20,693,800.31
Terraphase Engineering, Inc.	12/21/2012	$ 269,077.05		$ 20,424,723.26
FAFC Fee Slip - January 2013	1/7/2013	$ 300.00		$ 20,424,423.26
Savings Interest - December 2012	1/23/2013		$ 1,885.68	$ 20,426,308.94
Nichols Consulting Engineers, CHTD	1/29/2013	$ 1,905.00		$ 20,424,403.94
FAFC Fee Slip - February 2013	2/8/2013	$ 300.00		$ 20,424,103.94
Terraphase Engineering, Inc.	2/12/2013	$ 281,577.64		$ 20,142,526.30
Contra Costa Health Services	2/12/2013	$ 316.00		$ 20,142,210.30
Savings Interest - January 2013	2/13/2013		$ 3,340.54	$ 20,145,550.84
FAFC Fee Slip - March 2013	3/4/2013	$ 300.00		$ 20,145,250.84
Savings Interest - February 2013	3/18/2013		$ 3,040.52	$ 20,148,291.36
Terraphase Engineering, Inc.	4/2/2013	$ 202,972.88		$ 19,945,318.48

Pt. Molate Remediation Budget Report
As of August 2, 2013

Transactions	Date	Expenditures As of 8/2/2013	Revenues As of 8/2/2013	Balance As of 8/2/2013
State Water Resources Control Board	4/2/2013	$ 23,492.08		$ 19,921,826.40
FAFC Fee Slip - April 2013	4/4/2013	$ 300.00		$ 19,921,526.40
Savings Interest - March 2013	4/16/2013		$ 3,346.60	$ 19,924,873.00
Terraphase Engineering, Inc.	4/30/2013	$ 82,590.63		$ 19,842,282.37
Terraphase Engineering, Inc.	5/1/2013	$ 75,316.43		$ 19,766,965.94
FAFC Fee Slip - May 2013	5/1/2013	$ 300.00		$ 19,766,665.94
Savings Interest - April 2013	5/13/2013		$ 3,206.73	$ 19,769,872.67
Savings Interest - May 2013	6/14/2013		$ 3,287.38	$ 19,773,160.05
Terraphase Engineering, Inc.	6/14/2013	$ 43,556.01		$ 19,729,604.04
Contra Costa Health Services	6/14/2013	$ 348.00		$ 19,729,256.04
Savings Interest - June 2013	7/10/2013		$ 3,180.04	$ 19,732,436.08
Current as of 8/2/2013		**$ 8,969,913.35**	**$ 202,349.43**	
Remaining Balance				**$ 19,732,436.08**

B.B.7

E.3.8

Pt. Molate FY2012-13 Budget

Department	Account	Item	Vendor	Budget	Actual	Balance
City Attorney's Office	01151014-400206	Legal Services	Morrison Foerster	$ 70,000	$ -	$ 70,000
Public Works	01231031-400218	Security	DP Security	$ 253,331	$ 241,596	$ 11,735
Public Works	01233631-400537	Landscape	D&H Landscaping	$ 99,000	$ 97,420	$ 1,580
				$ 422,331	$ 339,016	$ 83,315

As of August 15, 2013

City of Richmond – POINT MOLATE COMMUNITY ADVISORY COMMITTEE

Multi-Purpose Room
440 Civic Center Plaza

Proposed Minutes
MONDAY, July 15, 2013, 6:30 PM

1. **Call to Order**
Chair Whitty called the meeting to order at 6:39 p.m.

2. **Roll Call**

Present:	Committee Members Carman, Garrett, Gilbert (6:45), Hite, Kortz, Martinez (6:43), Stello, Stephenson (7:04), Sundance, Whitty.
Absent:	Puleo, Rosing, Smith, C.
Staff Present:	Gayle McLaughlin, Mayor; Craig K. Murray, Staff Liaison, Development Project Manager II

3. **Welcome and Meeting Procedures**
Whitty welcomed audience and explained the meeting procedures and discussed the Speaker Card process.

4. **Agenda Review and Adoption**
Whitty reviewed Agenda items and briefed PMCAC on the Agenda order and speakers. Whitty noted the large Agenda and called from Committee if there are any changes and encouraged Committee members to consider their interests in Sub-Committees. Sundance made motion to adopt the Agenda, Kortz seconded. Passed unanimously.

5. **Announcements Through The Chair**
Chair Whitty introduced Craig K. Murray as newly appointed Pt. Molate Project Manager.
   a. Appointment of Craig K. Murray, City Staff, former Community Redevelopment Agency as Pt. Molate Project Manager . Murray noted that he was appointed by City Manager to this position and it was formerly held by CED Director Steve Duran and Administrative Chief Janet Schneider but the position was not filled since Mr. Duran left. Murray presented draft Organizational Chart showing team of City Staff members and how PMCAC and others interact in relation to Pt Molate. Murray summarized some of the immediate tasks in relation to Pt. Molate. Garrett noted that roles of Schneider was really support of the property transfer and how would Murray's role mirror what Steve Duran did in terms of overseeing contracts, filing one page status reports, reports such as environmental remediation, contracts and items going into RFP and inquired if Murray's new role would mirror Steve Duran's role or is it seen differently. Garrett and Stello noted that financial review including review and validation of requests would be of interest. Carman asked roles of Craig K. Murray as PMCAC Staff Liaison and as Project Manager. Murray presented additional document related to Committee attendance.
   b. Summation of 6/26/13 meeting with city staff, Nichols, NER and PMCAC
   Whitty noted that this item is also listed at 12a.5. Murray summarized that this item was special meeting with NER to present their proposal and information to NCE, certain PMCAC members, Mayor and City Staff. Meeting was to review different clean-up scenarios. Garrett noted that more information is needed on costing, its comparison and a full clean process.

6. **Open Forum**
No public speakers.

7. **Presentations, Discussion & Action Items**

   a. Review of costing for revised remediation proposals for IR Site 3

Whitty introduced Bill Carson of Terraphase to speak on this item and inquired if this is in relation to the June 11 Water Board meeting. Carson noted it is this meeting, summarized those attending meeting and that this

was a presentatio n to the water board of their primary concern was that of a Risk Based approach and that of what risks are in the top ten feet and human health and looked at the site from that of mobile free product at IR Site 3 and if that can make it to the SF Bay and this was presented in 2008. Carson compared to the new Water Board staff and has a concern that the site has a Waste Management Unit and has different regulations for its management under CA Code of Regulations Title 27 and Water Board noted that it has to be managed under this regulation and will not allow any sort of residential housing such as high rises, condominiums, podium and nothing on top of the Waste Management Unit that is IR Site 3.

Carson noted that the output from this Water Board meeting in December, 2012 was the cost implications to shrink the Waste Management Unit to a smaller footprint. Garrett asked Carson to clarify the language in Title 27 so that everyone understands what is meant by Waste Management Unit and that it is not a machine. Carson stated that it is not a machine but a physical location where waste has been discharged to land and noted that it is debatable in its application of the timing of the regulations. Carson noted if it really is a Waste Management Unit because regulations didn't come into effect until the big waste oil sump was already buried. Garrett noted that Water Board views Pt Molate as a Landfill because Title 27 regulations regulate Landfills and sumps; however, Pt Molate Sump Pond was built in the 70's before the time when Title 27 came into effect in 1984 but City should be very clear that it no longer needs to be treated and stay as a Waste Management Unit particularly if it is completely cleaned up to unrestricted use levels then it would no longer need to be treated under Title 27 as a Waste Management Unit .

Carson noted that there are two ways to close under Title 27 including a clean close, to remove anything regulators define as waste and an engineered alternative such as the Waste Management Unit. Stello inquired if the closure to a smaller footprint was so it could afford residential levels. Carson agreed and noted that it really isn't about risk but it is about Water Board's not wanting to set a precedent of allowing residential over a Waste Management Unit than about a risk based decision making process.

Carson noted that these are the elements in Alternative 5c in the draft FS RAP. It includes demolition of the structures, removal of soil of the top three feet to residential FPAL, three to ten feet for the maintenance worker FPAL, any soil greater than ten feet of the surface, where most of the oil is, and within 100 feet of the Bay excavate that to the Bay mud and where it exceeds the maintenance worker FPAL. Greater than 100 feet from the Bay look at a mobility number and remove that soil too and replace with clean backfill soil and organo-clay that can take more oil if oil does move on the water table. Carson further describes long term monitoring efforts. Stello inquired to who in City is directing that it should be housing. Carson noted that City wants the maximum flexibility of the land. Carson described modifications made within the Waste Management Unit area and how it would allow for residential in the non-Waste Management Areas.

Carson showed locations on displayed map. Carman asked for location of slurry wall and if area could be an area of liquefaction. Carson noted that backfill is engineered and OK but it is what is underneath it and residential over three stories would be on piles due to Bay Mud underneath. Carson answered additional questions from Committee. Carson explained that Bentonite is in slurry wall with a French drain behind it so it does not build up pressure. Carson showed on map where Waste Management Unit features would be located.

Garrret inquired as to different classifications of Hazardous Waste. Carson noted that Hazardous Waste is defined in the RCRA law, Federal law, and the CA Code of Federal Regulations. This site Cal Haz is lead and its leachability and some samples fail for that. RCRA uses a t cup analysis and it is not as aggressive. Carson noted that Nichols had a good suggestion to test at different levels and that would save a lot of money. Committee discussed costs of waste disposals at various facilities. Carman inquired if Class II is just petroleum and Carson agreed and it would typically go to landfill as Alternate Daily Cover.

Garrett inquired about detail for Scenario 3 and if Carson can provide same as in Scenario 4 and 1. Whitty explained to Committee that there are side meetings going on, two meetings so far, and another coming up to discuss these matters and all Committee members are invited. Carson explained that Scenario 2 was pitched June 11 to Water Board. Scenario 4 is get all of it. Carman summarized that we are really deciding from 2, 3 and 4. Carson agreed. Discussion about what is needed for each scenario. Carson explained that Nichols asked about Scenario 4. Garrett noted that need to look at gross figures on transport and 1.7 saturation figure. Carson noted 1.685 was found. NER had 1.3 and it is way too low such as a super light Bay Mud and 1.8 is too high. 170,000 cubic yards at 1.685 will give tonnage and to do math in advance of meeting. Carson noted it would be about 300,000. Carson noted in the 1940's Navy put in big oil sump and in 1970's Navy thought

was not such a good idea because big oil slicks were going out to the Bay and Navy said they pumped out some of the the sludges and filled hole with dirt, then built three ponds on top and used for two things. One, Navy would bring water down from the tanks, run it through the facility to get the most oil out of it as they could, then put it in location and bubble it with air trying to destroy the petroleum and put in wastewater from adjacent buildings and it was disinfected first and treat it. Three ponds functioned that way from 1973 until 1998 to 2002. Then they were dug out to two feet of each of the pond edges so bottom of ponds went down to 12 feet and those areas where have clean soil. Carson noted that this is compacted and probably more dense than 1.6. Whitty concluded item and thanked Carson.

b. Executive summary Report of PMCAC first term

Garrett reported out on item and called for any changes. Hite noted changes for readability of document. Whitty moved to adopt, Carman seconded. Passed unanimously. Carman thanked Garrett for a great job pulling document together and inquired how it will be transmitted to City Council.

c. Selection of Committee Chair and Vice Chair

Whitty described process and opened up for nominations. Carman nominated Whitty and Whitty accepted. Garrett nominated Carman and Carman accepted until proviso that Garrett continue to assist. Whitty called for vote. Passed Unanimously.

d. Assignments to Sub-Committees: 1. Clean-Up and Restoration; 2. Finance; 3. Legal; 4. Grant Development; 5. Beach Park; 6. Community Outreach

Whitty called for Committee members to fill each Sub-Committee. Legal would be Garrett and Stello and operational and chairless. Finance would be Martinez, C.Smith, Stephenson and Puleo also operational and chairless. Garrett noted that this Committee really needs help and Puleo will be out until October and soon auto resigned. Carman asked Martinez to describe what the Committee does. Carman offered to join the Finance Sub Committee. Whitty noted past and current members for Clean-Up and Restoration and Stello proposed Garrett as Chair. Whitty noted that Garrett will be added to Committee and thanked Garrett as Chair along with Kortz, Rosing, Sundance and Whitty. Community Outreach will be Hite as Chair, with Sundance, Rosing, Gilbert and Martinez. Grant Development will be Stello as the Chair and member. Beach Park will be Stello as Chair with Martinez, Garrett and Hite.

8. STAFF REPORTS

a. Report on Notice from US Navy Escrow Fund Agent.

Murray noted that City has received notice from its agent First American that it will not be in this business anymore, City would look for new group, with proposals out and new firm target by mid August. Garrett inquired about looking for others than just Escrow Firms and Murray explained that City Finance staff will assist.

b. Review of fund balances for Pt. Molate General Fund budget and Navy Escrow Account

Murray explained the two funds with the Navy fund and the general fund.

c. Report on Upstream termination as Remediation Prime Contractor

Murray noted that there are two letters included with Upstream Termination Letter and acceptance letter from the City Manager. Garrett inquired about process to replace Prime Contractor and turning all items over to Terraphase and it is a good idea to have an external set of eyes. With Upstream replacement, Garrett noted it

may be good time to review responsibilities and particularly noted the first $5M insurance that Upstream would take responsibility to take on and doubted that this $5M of self-insurance would be taken on by clean up firm and inquired what is process to replace prime contractor.

d. Report on Nichols Consulting Engineers Contract Extension and review of criteria

Murray reported that the Contract was approved at City Council to terminate at June, 2013 and limit contract to $28,000. Murray noted that contract was extended for time administratively. Garrett inquired why this happened and did not come to PMCAC and further noted that PMCAC would rather have reviewed Nichols scope of work. Carman additionally noted that in particular at the IR Site 3 meeting the draft of the comparison was not facilitating any understanding. Garrett noted that the City needs responsible financial review of environmental remediation such as a Geosynch. Murray explained the progress of meetings and an intial scoping meeting with Nichols and Nichols work product is to provide a clear work product of the remediation proposals. Garrett noted that just need a costing framework numbers, compared apples to apples and need it by July 17 for the meeting of July 23 and this is necessary to take this to the Water Board.

e. Review of ACE Submittal package for March 2013

Murray noted that this item was carried over from prior meeting. Garrett stated that this was desired to be a standing monthly item. Whitty stated it is a Terraphase report and Garrett clarified it may point out items that could be a cost overrun and future items.

9. CONSENT CALENDAR

A. APPROVE – PMCAC MEETING MINUTES OF MAY 20, 2013
B. APPROVE – PMCAC MEETING MINUTES OF JUNE 17, 2013

WHITTY CALLED MAY 20 MINUTES APPROVAL. MOVED BY GARRETT, SECONDED BY CARMAN.
WHITTY CALLED FOR JUNE 17 MINUTES APPROVAL, MOVED BY WHITTY, SECONDED BY GARRETT.
BOTH ITEMS PASSED UNANIMOUSLY.

10. FUTURE AGENDA ITEMS

None stated.

11. CITY COUNCIL LIAISON REPORTS

a. Report by Councilmember/Mayor McLaughlin regarding recent issues in Richmond relevant to the Advisory Committee

Garrett read statement from Mayor that she is tripled booked and not able to attend. Message also reads that she has information from Carlos Privat in the City Attorney's Office that the City has filed a motion on pleadings for Federal action. This motion on pleadings is unusual and what is said is not pliable.

b. PMCAC appointment status

Whitty noted that there are up to 19 seats available so advise those professionals and those interested in applying to be a member.

12. CHAIR AND SUB-COMMITTEE REPORT

a. Clean-Up and Restoration:

1. IR Site 4 Sampling Report

Garrett suggested to skip item since Carson already reported on this item. Carson reported PCE reduction to TCE to Vinyl Chloride levels at this location and it seems to be working well at this location. Carson responded to questions from Committee.

2. Summary of Terraphase May 2013 monthly status report

Carson noted that Terraphase is not doing anything non-routine out there, little bit on costing on IR Site 3, and noted that the BioReactor is costing more money than it is worth and feel that the Site 3 Treatment System can just be treated with Carbon and Sand. Garrett asked April 9 Hazardous Waste Characterization Report and if it can be provided to the Committee. Carson indicated that it is part of FS RAP and is still in draft but will just get revised into new report. Discussion about underground drains.

3. Summary of Terraphase June 2013 monthly status report

Item was discussed with above report.

4. Summary of revised remediation submissions to Water Board and meeting of 6/11/13 with Water Board

Item dropped.

5. Report out on 6/26/13 meeting with City staff, PMCAC, Nichols and NER

Item discussed previously.

b. Community Outreach:

1. Arts Night June 20th Report

Hite reported on event. Committee expressed appreciation to Hite. Garrett noted about 200 people and reviewed donations solicited by Gilbert, Martinez, Hite and Garrett. Hite noted that Ellen Gailing will be improving the Outreach brochures. Garrett loaded up photos as event photos/art night and are on PMCAC repository.

2. General Outreach Activities

Report same as above.

c. Grant Development:

1. Grant App. Status

Stello reported on Coastal Conservancy for sign grant that still waiting for and that Garrett has applied for a National Park Service Grant for a landscape architect to work on design of the park that can contribute to a Master Plan and a parks design archaeological landscaper will be assigned on two week basis.

d. Beach:

1. Proposed beach park entry signage

Review of color rock sign. Committee provided comments that it doesn't like rock such as too corporate and not reflecting Richmond. Carman inquired about City Seal use. Hite inquired if Parks could conduct a school contest for the design. Garrett noted that Parks is trying to open Beach Park in August. Whitty referred this to the Beach Sub Committee. Garrett noted that Beach Sub Committee can meet over email and report out. Whitty noted to use a standard sign. Martinez stated that the Chair of Parks and Recreation Connie Portrero does not want Pt Molate Beach Park to open and any monies should go to Shield-Reed improvements. Martinez noted that there's a concern that Pt Molate will take money out of the Park and Rec. budget and this north Richmond Park needs $3m and Chair is looking at all funds. Garrett noted that Pt Molate Park is drawing $40,000 and O&M has to be paid by Parks and Rec. and can't be paid by grants. Garrett inquired if the 2014 budget will be amended. Whitty inquired what would happen if opened Beach in August, then it would have to close again and noted it could happen.

e. Chair:

1. Identification of pending schedule conflicts

Whitty inquired if there were any conflicts and none were stated.

13. ADJOURNMENT

Whitty moved to adjourn the meeting at 8:57 pm, seconded by Sundance. Passed unanimously.

14. Assemblage of PMCAC Standing Sub-Committees

Adjourned to Sub-Committee Meetings.

15. SCHEDULED MEETINGS

Committee Meeting – .
Monday, August 19, 2013, 6:30 p.m., Multi-Purpose Room, 440 Civic Center Plaza

Minutes respectfully submitted by: _____

Craig K. Murray, PMCAC Staff Liaison

9.A.6

Craig Murray

From:	joan@vbsi.com
Sent:	Thursday, August 08, 2013 1:57 PM
To:	Craig Murray
Cc:	ewhitty@ebmud.com; paulcarman@comcast.net
Subject:	Review of wet season groundwater monitoring report for 8/19/PMCAC meeting
Attachments:	Summary- 2013 Wet Season Groundwater Monitoring Report 7-31-13.pdf

Hi Craig -

I'd like to request that an item be placed on the 8/18/13 PMCAC agenda under section 12a:

Summarization of wet season groundwater monitoring report covering period 1/1/13 to 6/30/13

The attached document is an extract of the full report and contains the summary data. It should be included in the agenda packet for this item with a note on the agenda that the complete document can be found at: https://docs.google.com/file/d/0B9WXrZeb-_72bkcydE5ib3hhbGM/edit?usp=sharing

Thank You
Joan Garrett

12.A.1

3.0 ACTIVITIES COMPLETED DURING THE REPORTING PERIOD

The following section discusses the groundwater monitoring activities completed at the Site during the Reporting Period.

3.1 Groundwater Monitoring Well Network

The current groundwater monitoring well network is based on an evaluation of the monitoring conducted to date and historical data trends. Past data indicate that the spatial distribution and concentrations of COPCs in groundwater have been well-characterized through past groundwater monitoring activities (Terraphase 2011b). Groundwater quality trends have been documented over approximately a decade of groundwater monitoring in most parts of the Site. Therefore, the groundwater monitoring well network includes wells that were selected to monitor groundwater conditions along the perimeter of the Site along the San Francisco Bay, and additional groundwater monitoring wells in selected parts of the Site.

The current monitoring well network comprises four categories of wells:

- Perimeter wells: wells located near the San Francisco Bay shoreline and, in the case of IR Site 3, downgradient of the groundwater extraction trench;
- UST wells: wells near "open" underground storage tanks, i.e., tanks for which regulatory closure has not yet been obtained;
- Drainage area wells: wells located at the base of major drainages that contain an open tank site or other sites; and,
- Drum Lot 2 wells: wells located in the northern portion of former Drum Lot 2, where volatile organic compounds (VOCs) are present in groundwater

The groundwater monitoring well network is presented on Figure 3. Construction details for groundwater monitoring wells are presented in Table 2.

3.2 Groundwater Elevation and Fuel Product Thickness Measurements

Depth-to-groundwater and fuel product thickness measurements were made on May 6, 2013.

Depth-to-groundwater and fuel product thickness were measured using an oil-water interface probe. The data were collected to assess groundwater elevation and flow direction, and the potential presence of free product.

3.3 Groundwater Sampling

Groundwater samples were collected from the groundwater monitoring wells and piezometers listed in Table 2, with the exception of wells MWT03-02, MWT05-02,

MWT06-02, MWT13-02, MWT18-01, MWT19-01, and MW03-02, which had insufficient water for sampling. Groundwater samples were collected using low-flow purging techniques in all wells, except in wells MW13+27,, PZ11-76R, MW10-21, MW10-23,MWTC-01R, MW29-01, MW29-03, MW30-08, and MW04-04, which were sampled using disposable bailers, following either the three-well-volume purge method or the purge-and-recharge method (Table 4).

The field sampling methods and procedures used during groundwater sampling were consistent with the GWMP.

Equilibration parameters, including water temperature, pH, turbidity, conductivity, oxidation-reduction potential (ORP), and dissolved oxygen (DO) were measured during well purging. Observations were made regarding sample color, odor, and turbidity. Copies of the water-quality sampling log sheets completed during the Reporting Period are included in Appendix C.

Groundwater samples were collected in sample containers provided by the analytical laboratory and were stored in an ice-chilled cooler for transport to the laboratory. Sample containers were labeled with the collector's initials, sample identification number (well identification), time of sample collection, date, location, sample type, analytical method, and preservative used. Complete chain-of-custody (COC) forms accompanied the samples to Curtis & Tompkins, Ltd. (C&T), a California-certified analytical laboratory located in Berkeley, California.

3.4 Visual Inspection of Shoreline Area and Free Product Skimming

The shoreline area downgradient of wells containing free product was inspected at low tide for the potential presence of seeps and sheens. Neither seeps nor sheens were observed. After groundwater sampling was completed, free product was skimmed from wells which met the following criteria:

- contain more than 0.1 foot of free product;
- are within 150 feet of the shoreline; and
- are not in an area of active remediation, e.g., near the IR Site 3 extraction trench.

Monitoring well MW10-24 previously met the above criteria, although the well did not contain free product during the measurement on May 6, 2013. An absorbent sock was previously installed in well MW10-24 to skim the free product. The sock was slowly lowered into the well to maximize exposure to the product layer, and was set to accommodate seasonal water level fluctuations. The absorbent sock was inspected monthly and replaced as needed, i.e., until free product was no longer observed in

excess of 0.1 foot thickness. Monthly absorbent sock monitoring logs from the Reporting Period are presented in Appendix G.

3.5 Sample Analysis

Groundwater samples were tested for the following analytes:

- TPH compounds, using EPA Method 8015B:
    - TPH as diesel (TPH-diesel)
    - TPH as bunker fuel (TPH-bunker)
    - TPH as jet fuel (TPH-jet-fuel)
- Selected chlorinated VOCs, using EPA Method 8260B:
    - chlorobenzene
    - 1,1-dichloroethane
    - 1,1-dichloroethene
    - 1,2-dichloroethane
    - cis-1,2-dichloroethene
    - trans-1,2-dichloroethene
    - tetrachloroethene
    - trichloroethene
    - vinyl chloride

A settling/filtering process and silica-gel cleanup were used on samples prior to the analysis of TPH compounds. These steps were taken to reduce the effects of turbidity, which is relatively high in Site samples. These processes were described in the *Final Addendum #1 to the Final Sampling and Analysis Plan* (Jonas and Associates 2006) and approved by the RWQCB in a letter dated November 1, 2006.

3.6 Drum Lot 2 Interim Remedial Measure Performance Monitoring Wells

Seven groundwater monitoring wells were installed in the Drum Lot 2/Building 87 Area between April and October 2012, to provide performance monitoring data for the interim remedial measure (IRM) implemented in this area to reduce concentrations of VOCs in groundwater (Terraphase 2013). Well construction details for these

performance monitoring wells are presented in Table 2. These wells are not part of the RWQCB-approved groundwater monitoring network. The IRM performance monitoring wells were sampled during the Reporting Period (March and June 2013) to provide post-IRM groundwater data. The groundwater elevation and quality data collected at the Drum Lot 2 wells are not included in this SMR, and will be provided under separate cover.

12.A.6

4.0 GROUNDWATER MONITORING RESULTS FOR THE REPORTING PERIOD

This section provides a summary and discussion of the groundwater monitoring results for the Reporting Period, including groundwater elevations, groundwater flow direction, and groundwater analytical data.

4.1 Groundwater Elevations and Flow Direction

Site-wide groundwater elevation data are presented in Table 3 and on Figure 4. Table 3 also includes historical groundwater elevation data. Groundwater elevation data and contours for the Drum Lot 2 area are shown on Figure 5.

Groundwater elevation in the perimeter wells ranged from 2.45 to 16.59 feet AMSL. Groundwater elevation in other wells varied substantially (from 12.95 to 367.94 feet AMSL) and generally reflected the Site topography. Wet-season 2013 groundwater elevations were compared with wet-season 2012 groundwater elevations. Out of 44 wells for which wet-season groundwater elevation data are available from both 2012 and 2013, 16 wells exhibited a decrease in groundwater elevation of more than 0.5 foot while another 10 wells exhibited an increase of more than 0.5 foot. The groundwater elevation measurements in the remaining 19 wells were within 0.5 feet of the 2012 measurements. By far the largest relative changes in groundwater elevation were observed in well MW16+25, which is located along the groundwater extraction trench in IR Site 4 (Figure 3), and in well MW29-01. The relative decrease in groundwater elevation in well MW16+25 was 4.31 feet. The large decrease is the result of an increased rate of groundwater extraction from the trench, beginning in October 2011. The groundwater elevation in well MW29-01, located in Drum Lot 2, increased by 7.92 feet relative to May 2012. The reason for this change is unknown.

Based on the measured groundwater elevations, the predominant groundwater flow direction follows site topography, with groundwater moving from the hillside ridges, toward the axes of drainage areas, and ultimately toward the Bay. Groundwater gradients vary depending on the proximity to the Bay shoreline, with highest gradients between wells situated on hillside ridges and wells in the axis of the drainages (i.e., drainage wells).

4.2 Presence of Free Product

Free product was observed in five out of 47 wells (Table 4 and 5; Figure 6). The thickness of free product was measurable in wells MW13+27, MW11-88, MWT05-02, MWT08-01, and MWTB-01R. The greatest thickness of free product (1.21 feet) was observed in well MWT05-02, which is adjacent to former UST 5. The thickness of free product in well

12.A.7

MW11-88 was 0.21 foot, and the other three wells contained less than one inch of free product.

None of the five wells that contained free product met criteria for the installation of absorbent socks. However, an absorbent sock has been previously installed in well MW10-24 due to past presence of free product. Results of field monitoring and change-outs of absorbent socks in this well are presented in Appendix G.

4.3 Groundwater Analytical Results

Analytical results for groundwater samples collected during the Reporting Period are presented below, by well type. Data collected during the Reporting Period are presented on Figures 7, 8, and 9. Recent and historical analytical data for wells within the current monitoring network are summarized in Appendix A. Analytical data reports are presented in Appendix B.

4.3.1 Total Petroleum Hydrocarbons in Perimeter Wells

Total petroleum hydrocarbons were detected above reporting limits (RLs) in six out of 26 perimeter wells (Figure 7). The RLs for TPH-bunker, TPH-diesel, and TPH-jet fuel were 300, 50, and 50 ug/L, respectively.

Groundwater samples from the following six perimeter wells contained TPH-bunker, based on the chromatograms matching the bunker standard:

- MW13+27
- MW11-88
- MW10-23
- MW10-24
- MW11-104
- MW11-118

TPH-bunker concentrations in these wells ranged from 480 to 1,100 ug/L. These concentrations are all below FPALs for wells within 150 feet of the shoreline.

Groundwater samples from the following six perimeter wells contained TPH-diesel and potentially TPH-jet fuel, based on the chromatograms matching the respective standards:

- MW13+27
- MW11-88

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- MW10-23
- MW10-24
- MW11-104
- MW11-118

TPH-diesel concentrations in wells MW13+27, MW11-88, MW10-23, MW10-24, MW-11-19, MW11-104, and MW11-118 ranged from 70 to 600 ug/L, well below the FPALs for wells within 150 feet of the shoreline. The TPH-jet fuel concentrations in wells MW13+27, MW11-88, MW10-23, MW10-24, MW11-104, and MW11-118 ranged from 52 to 650 ug/L, well below the FPALs for wells within 150 feet of the shoreline.

4.3.2 Total Petroleum Hydrocarbons in UST Wells

Groundwater samples were collected from five out of 11 UST wells. Six UST wells (MWT03-02, MWT05-02, MWT06-02, MWT13-02, MWT18-01, and MWT19-01) contained insufficient water for sampling. Total petroleum hydrocarbons were detected above RLs in three out of the six UST wells that were sampled (Figure 8).

Based on a comparison of chromatograms with the bunker standard, groundwater samples from the UST wells did not contain TPH-bunker, although TPH-bunker was quantified based on the analytical procedures set forth in the GWMP.

Groundwater samples from the following three UST wells contained TPH-diesel and potentially TPH-jet fuel, based on the chromatograms matching the respective standards:

- MWT08-01
- MWT15-02
- MWTB-01R

TPH-diesel and TPH-jet fuel concentrations in these wells ranged from 150 to 760 ug/L, well below the FPALs for wells that are located more than 150 feet from the shoreline.

4.3.3 Total Petroleum Hydrocarbons in Drainage Area Wells

Groundwater samples were collected from two out of three drainage area wells. Well MW03-02 was not sampled due to insufficient water. Total petroleum hydrocarbons were detected above RLs in one drainage area well, MW02-07 (Figure 8).

Based on a comparison of chromatograms with the TPH standards, groundwater samples from drainage area well MW02-07 contained TPH-jet fuel, rather than TPH-bunker or TPH-diesel.

TPH-jet fuel concentrations in the primary and duplicate samples from well MW02-07 were 440 ug/L and 650 ug/L, respectively. These concentrations are below the FPALs for wells located more than 150 feet from the shoreline.

4.3.4 Volatile Organic Compounds in Drum Lot 2 Area

VOCs were analyzed in samples collected from seven wells in the Drum Lot 2 area, including two perimeter wells (MW10-11 and MW10-12). VOCs were detected above RLs in three out of seven wells in the Drum Lot 2 area: MW01-03, MW29-01, and MW30-08 (Figure 9). The predominant VOC present in these wells was trichloroethene (TCE), with lower concentrations of TCE degradation products, including cis-1,2-dichloroethene (cis-1,2-DCE), 1,1-dichloroethene (1,1-DCE), and vinyl chloride (VC). The highest concentration of TCE (31 ug/L) was measured in the groundwater sample from well MW29-01. The highest concentrations of cis-1,2-DCE, 1,1-DCE, and VC were measured in groundwater from well MW30-08, which is approximately 150 feet downgradient from well MW29-01.

12.A.10

5.0 SUMMARY OF FINDINGS AND DISCUSSION OF TEMPORAL TRENDS

Data collected during the Reporting Period are summarized in the following sections and compared with historical data. A comprehensive summary of historical and Reporting Period data is presented in Appendix A.

5.1 Free Product

Historical and Reporting Period free product thickness data are presented in Table 5. This table only includes wells that (a) are part of the current monitoring network, and (b) contain, or have in the past contained, free product. Temporal graphs of free product thickness were prepared for wells which contained free product during the Reporting Period (Appendix E).

As presented in Section 4.2, free product was detected in five out of 47 wells during the Reporting Period.

- Free product was measured in well MW13+27 at a thickness of 0.05 foot during the reporting period. A trace of free product was measured in this well in October 2012. Measureable free product had not been detected in well MW13+27 since July 2011, when 0.01 foot was measured.

- Free product thickness measured in well MW11-88 during the Reporting Period (0.21 feet) was lower than was measured in October 2012 (0.22 feet) and May 2012 (0.27 feet). Free product thickness in this well has been steadily decreasing since 2011. There are no historical free product thickness measurements for this well prior to 2011.

- Free product has been detected in well MWT05-02 from 1999 onward. The minimum thickness detected was 0.005 feet in August 1999 and the maximum thickness detected was 1.37 feet measured in May 2012. A free product thickness of 1.21 feet was measured during the reporting period, which is greater than the thickness measured in October 2012 (1.08 feet). The average free product thickness detected in well MWT05-02 during the past 13 years is 0.43 feet.

- Free product thickness measured in well MWT08-01 during the Reporting Period (0.06 feet) is within the range of the measurements over the last few years. Free product has been detected in this well during most events from August 1999 onward, at thicknesses as low as 0.005 feet and as high as 0.34 feet in October 2000. The average thickness of free product detected during the past 12 years is 0.07 feet

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- Free product was measured in well MWTB-01R at a thickness of 0.04 foot, which is slightly greater than the thicknesses measured during the last three reporting periods. Historical free product thicknesses in this well range from a trace to 0.15 feet.

Of the current monitoring network wells, wells MW11-100A, MW11-104, MW16+25, MW10-23, MW10-24, MWT03-02, MWT06-02, MWT13-02, MWT15-02, MWT18-01, MWT19-01, MWTB-01, MWTC-01R, MW02-07, and MW03-02 previously contained free product but did not contain free product during the Reporting Period. Overall, the number of wells that contained free product during the Reporting Period (5) was slightly higher than the number of wells containing free product during the previous wet-season monitoring event (4).

5.2 Total Petroleum Hydrocarbons

In total, 45 wells were scheduled to be sampled for TPH during the Reporting Period. Seven of those 45 wells contained insufficient water for sampling (MWT03-02, MWT05-02, MWT06-02, MWT13-02, MWT18-01, MWT19-01, and MW03-02). Therefore, 38 wells were sampled site-wide for TPH. TPH concentrations were below FPALs.

A qualitative evaluation of temporal trends in TPH concentrations is presented in Table 6. The evaluation is based on a comparison of TPH concentrations measured during the Reporting Period with TPH concentrations measured since 2011.

TPH concentrations either decreased or remained stable relative to 2012 sampling results, except for wells MW11-104, MW11-118, MW11-88, MW10-23, and MWTB-01R.

5.3 Volatile Organic Compounds

Seven wells in the Drum Lot 2 Area were sampled for VOCs during the Reporting Period. VOCs were detected in three of these wells, with TCE being the VOC present at highest concentrations, ranging from 0.2 J (J indicates analyte was detected at a concentration below the RL) to 31 ug/L. The TCE concentration in well MW29-01 was lower during the Reporting Period than during all previous monitoring events. The concentration measured during the Reporting Period is an order of magnitude lower than previous reported concentrations. TCE concentrations reported for this well indicate a long-term decreasing trend observed since 2001, when the TCE concentration was as high as 770 ug/L.

The TCE concentration in well MW30-08 (2.4 ug/L) was lower during the Reporting Period than during the previous wet-season event in 2012, when it was 77 ug/L. The concentration measured during the reporting Period is the lowest measured in this well since 1999.

12.A.12

The presence of TCE degradation products in Drum Lot 2 wells indicates that reductive dechlorination is taking place in the aquifer. The ratio of cis-1,2-DCE to TCE in well MW30-08 increased to 26.25 during the Reporting Period, as compared with a ratio of 0.1 during the previous wet-season sampling event.

The decreases in VOC concentrations in Drum Lot 2 Area wells and the large increase of the cis-1,2-DCE to TCE ratio are indicative of enhanced reductive dechlorination, resulting from the implementation of the IRM completed between November 5 and January 4, 2013 (Terraphase 2013).

12.4.13

Table 1
Comparison of Reporting Limits and Fuel Product Action Levels
2013 Wet Season Groundwater Monitoring, Former Naval Fuel Depot Point Molate

Analysis	RL (µg/L)	FPAL Greater than 150 feet from the shoreline (ug/L)	FPAL Less than 150 feet from the shoreline (ug/L)	RL at or below FPAL?
TPH (EPA Method 8015B)				
Diesel	50	15,000	2,200	yes
Bunker Fuel	300	21,000	2,200	yes
JP-5	50	21,000	2,200	yes
VOCs (EPA Method 8260B)				
1,1-Dichloroethane	0.5	NE	NE	NE
1,2-Dichloroethane	0.5	NE	NE	NE
1,1-Dichloroethene	0.5	NE	NE	NE
cis-1,2-Dichloroethene	0.5	NE	NE	NE
trans-1,2-Dichloroethene	0.5	NE	NE	NE
Tetrachloroethene	0.5	NE	NE	NE
Trichloroethene	0.5	NE	NE	NE
1,1,1-Trichloroethane	0.5	NE	NE	NE
1,1,2-Trichloroethane	0.5	NE	NE	NE
Vinyl chloride	0.5	NE	NE	NE

Notes:
FPAL = fuel product action level
TPH = total petroleum hydrocarbons
VOCs = volatile organic compounds
EPA = Environmental Protection Agency
ug/L = micrograms per liter
NE = not established
RL = Reporting Limit

12.A.14

Table 4

Summary of Water Level, Free Product Thickness, and Well Purging Data

2013 Wet Season Groundwater Monitoring, Former Naval Fuel Depot Point Molate

Well Number	Area	Date of Measurement	Top of Casing Elevation (feet amsl)	Depth to Water (feet below top of casing)	Groundwater Elevation (feet amsl)	Free Product Thickness (feet)	Volume Purged (liters)	Purge Method	Recharge	Flow Rate (milliliters/ minute)
MW11-02	North Shoreline	5/6/2013	24.30	17.76	6.54	ND	4.1	low-flow	good	120
MW11-04	North Shoreline	5/6/2013	23.47	15.34	8.13	ND	2.5	low-flow	good	110
MW11-05	North Shoreline	5/6/2013	22.91	15.46	7.45	ND	4.6	low-flow	good	150
MW11-06	North Shoreline	5/6/2013	22.60	16.42	6.18	ND	8.5	low-flow	good	220
MW11-100A	IR Site 3	5/6/2013	21.04	16.82	4.22	ND	4.8	low-flow	good	200
MW11-104	IR Site 3	5/6/2013	19.27	16.50	2.77	ND	5.1	low-flow	good	160
MW11-118	IR Site 3	5/6/2013	19.69	14.87	4.82	ND	5.1	low-flow	good	110
MW13+27	IR Site 3	5/6/2013	19.64	15.70	3.94	0.05	8.5	three-well-volumes	poor	100
MW16+25	IR Site 3	5/6/2013	20.80	18.35	2.45	ND	3.6	low-flow	good	120
MW11-19	IRS4 Drum Lot 1 (Drainage Area 9)	5/6/2013	20.33	15.98	4.35	ND	5.8	low-flow	good	200
MW11-55R	IRS4 Drum Lot 1 (Drainage Area 9)	5/6/2013	16.16	11.97	4.19	ND	4.1	low-flow	good	100
MW11-85	IRS4 Drum Lot 1 (Drainage Area 9)	5/6/2013	16.23	11.52	4.71	ND	8.6	low-flow	good	270
MW11-88	IRS4 Drum Lot 1 (Drainage Area 9)	5/6/2013	19.30	15.17	4.13	0.21	5.5	low-flow	good	180
PZ11-74	IRS4 Drum Lot 1 (Drainage Area 9)	5/6/2013	14.99	10.59	4.40	ND	5.8	low-flow	good	190
PZ11-76R	IRS4 Drum Lot 1 (Drainage Area 9)	5/6/2013	17.40	13.25	4.15	ND	6.1	purge-and-recharge	poor	NA
MW10-04	South Shoreline Area	5/6/2013	21.43	15.99	5.44	ND	6.5	low-flow	good	200
MW10-05	South Shoreline Area	5/6/2013	21.79	16.36	5.43	ND	3.7	low-flow	good	85
MW10-08	South Shoreline Area	5/6/2013	21.98	11.55	10.43	ND	2.2	low-flow	good	95
MW10-09	South Shoreline Area	5/6/2013	22.24	8.70	13.54	ND	3.2	low-flow	good	90
MW10-10	South Shoreline Area	5/6/2013	20.56	12.92	7.64	ND	3.5	low-flow	good	90
MW10-21	South Shoreline Area	5/6/2013	23.62	18.21	5.41	ND	5.1	purge-and-recharge	poor	NA
MW10-23	South Shoreline Area	5/6/2013	23.18	6.59	16.59	ND	15.3	purge-and-recharge	poor	NA
MW10-24	South Shoreline Area	5/6/2013	19.24	16.24	3.00	ND	3.5	low-flow	good	85
MW10-25	South Shoreline Area	5/6/2013	19.13	16.30	2.83	ND	8.4	low-flow	good	340
MW10-11	IR Site 1 Drum Lot 2	5/6/2013	19.41	6.37	13.04	ND	3.9	low-flow	good	110
MW10-12	IR Site 1 Drum Lot 2	5/6/2013	16.90	3.95	12.95	ND	1.8	low-flow	good	85
MWT02-03	Tank 2 (Drainage Area 10)	5/6/2013	140.63	26.83	113.80	ND	5.8	low-flow	good	200
MWT03-02	Tank 3 (Drainage Area 10)	5/6/2013	146.53	dry	NM	ND	NS	NA	NA	NA
MWT05-02	Tank 5 (Drainage Area 3)	5/6/2013	213.55	28.97	184.58	1.21	NS	NA	NA	NA
MWT06-02	Tank 6 (Drainage Area 3)	5/6/2013	159.92	dry	NM	ND	NS	NA	NA	NA
MWT08-01	Tank 8 (Drainage Area 3)	5/6/2013	188.78	20.77	168.01	0.06	5.3	low-flow	good	150
MWT13-02	Tank 13 (Drainage Areas 2, 3, 4)	5/6/2013	399.72	31.78	367.94	ND	NS	NA	NA	NA
MWT15-02	Tank 15 (Drainage Area 2)	5/6/2013	281.35	26.87	254.48	ND	7.1	low-flow	good	85
MWT18-01	Tank 18 (Drainage Area 2)	5/6/2013	174.40	26.29	148.11	ND	NS	NA	NA	NA
MWT19-01	Tank 19 (Drainage Area 2)	5/6/2013	126.68	27.41	99.27	ND	NS	NA	NA	NA
MWTB-01R	Tank B (Drainage Area 3)	5/6/2013	93.45	16.26	77.19	0.04	4.2	low-flow	good	120
MWTC-01R	Tank C (Drainage Area 3)	5/6/2013	50.07	19.54	30.53	ND	8.3	purge-and-recharge	NA	NA
MW01-03	IR Site 1 Drum Lot 2 / Bldg 87	5/6/2013	35.07	7.40	27.67	ND	3.8	low-flow	good	100
MW29-01	IR Site 1 Drum Lot 2 / Bldg 87	5/6/2013	32.15	12.30	19.85	ND	16.4	purge-and-recharge	poor	NA

12.4.15

Table 4

Summary of Water Level, Free Product Thickness, and Well Purging Data

2013 Wet Season Groundwater Monitoring, Former Naval Fuel Depot Point Molate

Well Number	Area	Date of Measurement	Top of Casing Elevation (feet amsl)	Depth to Water (feet below top of casing)	Groundwater Elevation (feet amsl)	Free Product Thickness (feet)	Volume Purged (liters)	Purge Method	Recharge	Flow Rate (milliliters/ minute)
MW29-02	IR Site 1 Drum Lot 2 / Bldg 87	5/6/2013	29.62	5.23	24.39	ND	2.9	low-flow	good	110
MW29-03	IR Site 1 Drum Lot 2 / Bldg 87	5/6/2013	41.55	9.36	32.19	ND	32.2	purge-and-recharge	poor	NA
MW30-08	IR Site 1 Drum Lot 2 / Bldg 87	5/6/2013	23.60	1.38	22.22	ND	12.3	purge-and-recharge	poor	NA
MW02-07	Drainage Area 2	5/6/2013	50.89	19.00	31.89	ND	5.8	low-flow	good	180
MW03-02	Drainage Area 3	5/6/2013	74.96	18.70	56.26	ND	NS	NA	NA	NA
MW04-04	Drainage Area 4	5/6/2013	73.80	21.65	52.15	ND	12.0	three-well-volumes	good	NA

Notes:

P = Free product was detected but thickness could not be quantified due to smearing on probe

NM = not measureable

ND = not detected

NS = not sampled, due to the well being dry or containing insufficient water for sampling

NA = not applicable

amsl = above mean sea level

* = Wells are not part of the current Groundwater Monitoring Network

12.A.16

Table 5
Historical Free Product Thickness
2013 Wet Season Groundwater Monitoring, Former Naval Fuel Depot Point Molate

Well Number	Jan-99	Mar-99	Aug-99	Sep-99	Oct-99	Nov-99	Dec-99	Jan-00	Feb-00	Mar-00	Apr-00	May-00	Jun-00	Jul-00	Aug-00	Sep-00	Oct-00	Nov-00	Dec-00	Jan-01	Feb-01	Mar-01
Perimeter Wells																						
MW11-100A	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM
MW11-104	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM
MW13+27	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM
MW16+25	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM
MW11-88	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM
MW10-23	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM
MW10-24	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM
Open UST Wells																						
MWT02-03	NM	0	0	0	NM	0	0	0	0	0	0	0	0	0	0	0	0	0	NM	0	0	0
MWT03-02	NM	0	0	0	0	**0.02**	**0.01**	0	0	0	0	0	0	0	0	0	0	0	NM	0	0	0
MWT05-02	NM	**0.49**	**0.005**	**0.84**	NM	**1.29**	**0.37**	**0.26**	**0.39**	**0.49**	**0.28**	**0.22**	**0.32**	**0.22**	**0.25**	**0.21**	**0.25**	**0.1**	**0.13**	**0.04**	**0.08**	**0.13**
MWT06-02	NM	**0.03**	**0.36**	**0.29**	**0.27**	**0.24**	**0.29**	**0.33**	**0.81**	**0.23**	**0.17**	**0.11**	**0.22**	**0.11**	**0.38**	**0.33**	**0.53**	**0.42**	**0.52**	**0.56**	0	0
MWT08-01	NM	0	**0.04**	**0.21**	NM	**0.04**	**0.1**	**0.01**	**0.05**	**0.01**	**0.02**	**0.005**	**0.15**	**0.005**	**0.25**	**0.26**	**0.34**	**0.1**	**0.09**	NM	**0.01**	NM
MWT13-02	NM	NM	**0.5**	**0.5**	**0.43**	**0.48**	**0.45**	**0.05**	**0.02**	**0.66**	**0.2**	**0.01**	**0.04**	**0.01**	**0.015**	**0.03**	**0.09**	**0.21**	**0.25**	**0.24**	**0.23**	**NM**
MWT15-02	NM	NM	0	0	NM	0.00	0	0	0	0	0	0	0	0	0	0	0	0	NM	0	0	0
MWT18-01	NM	0	**0.01**	0	NM	0.00	**0.01**	**0.01**	**3.73**	**0.9**	**0.64**	**1.17**	**2.43**	**1.17**	**1.97**	**1.73**	**0.01**	**0.36**	**1.09**	**0.71**	NM	0
MWT19-01	NM	**0.03**	**0.01**	**0.29**	NM	**0.10**	**0.01**	NM	NM	**0.01**	NM	**0.015**	NM	**0.015**	**0.005**	**0.01**	NM	NM	**0.035**	**0.01**	**0.01**	NM
MWTB-01	NM	NM	**0.28**	**0.22**	NM	0.00	**0.01**	0	NM	**0.005**	NM	**0.01**	**0.14**	**0.01**	**0.02**	**0.43**	**0.61**	**0.55**	**0.54**	**0.47**	**0.25**	**0.2**
MWTB-01R	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM
MWTC-01	NM	0	0	0	NM	0.00	0	0	0	0	0	0	0	0	0	0	0	0	NM	0	**0.01**	**0.01**
Drainage Area Wells																						
MW02-07	0	**0.02**	**0.02**	**0.02**	NM	**0.05**	**0.02**	NM	**0.005**	NM	0	0	0	0	0	0	0	0	NM	0	0	0
MW03-02	0	0	0	0	NM	0	0	0	0	0	0	0	0	0	0	0	**0.01**	0	NM	0	0	0

Notes:
NM = not measured
P = Free product was detected but thickness could not be quantified
bold = signifies the presence of free-product

12.4.17

Table 5
Historical Free Product Thickness
2013 Wet Season Groundwater Monitoring, Former Naval Fuel Depot Point Molate

Well Number	Apr-01	May-01	Jun-01	Jan-02	Oct-02	Jul-03	Jan-04	Jul-04	Jan-05	Jul-05	May-06	Sep-06	Sep-07	Mar-08	Sep-08	Apr-09	Jul-11	Oct-11	May-12	Oct-12
Perimeter Wells																				
MW11-100A	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	0.01	0.00	0.00	0	0	0	0
MW11-104	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	**0.01**	0	0	0	0
MW13+27	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	0.01	**0.01**	**0.02**	**0.01**	0	0	**P**
MW16+25	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	**0.01**	**0.01**	0	0	0	0
MW11-88	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	**0.64**	**0.44**	**0.27**	**0.22**
MW10-23	NM	NM	NM	NM	NM	NM	NM	0.01	NM	NM	NM	NM	**14.27**	NM	**0.01**	**0.01**	**P**	0	0	0
MW10-24	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	0	**P**	0	0	**P**
Open UST Wells																				
MWT02-03	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
MWT03-02	0	0	0	NM	0	0	0	0	0	NM	0	0	NM	0	NM	NM	0	0	0	0
MWT05-02	**0.13**	**0.23**	**0.21**	NM	**0.14**	NM	NM	**0.86**	NM	**0.05**	**0.12**	**0.86**	**0.35**	**0.5**	**0.01**	**0.03**	**1.35**	**1.06**	**1.37**	**1.08**
MWT06-02	**0.01**	0	0	NM	**0.01**	0	**0.02**	**0.14**	**0.01**	**0.06**	0	**0.03**	**0.08**	**0.04**	**0.02**	**0.20**	**0.01**	0	**0.03**	0
MWT08-01	**0.01**	**0.03**	**0.1**	NM	**0.11**	**0.09**	**0.2**	**0.1**	NM	**0.01**	0	0	0	0	**0.02**	**0.01**	**P**	**0.01**	**0.01**	**0.01**
MWT13-02	**0.52**	**0.18**	**0.15**	NM	**0.27**	NM	NM	**0.15**	**0.12**	**0.33**	0	0.01	**0.11**	**0.04**	**0.2**	**0.05**	0	0	0	0
MWT15-02	0	0	0	NM	**0.01**	0	0	0	0	0	0	0	**0.01**	0	**0.01**	**0.01**	0	0	0	0
MWT18-01	NM	NM	NM	NM	NM	**0.03**	**0.03**	**0.03**	**0.03**	**0.06**	**0.04**	**0.06**	**0.01**	0	**0.01**	**0.01**	0	0	0	0
MWT19-01	**0.01**	**0.01**	**0.01**	NM	**0.005**	0	0	0	0	0	0	0	0	0	0	0.00	0	0	0	0
MWTB-01	**0.34**	**0.39**	**0.33**	NM	**0.34**	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM
MWTB-01R	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	**0.15**	**0.02**	**0.05**	0	**P**	**0.01**	**0.01**
MWTC-01	**0.01**	0	0	NM	0	0	0	0	NM	NM	NM	NM	NM	NM	NM	NM	0	0	0	0
Drainage Area Wells																				
MW02-07	0	0	0	NM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
MW03-02	0	0	NM	NM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Notes:
NM = not measured
P = Free product was detected but thickness could not be quantified
bold = signifies the presence of free-product

12.4.18

Table 6
Evaluation of Qualitative Temporal Trends in Concentrations of TPH Compounds and TCE
2013 Wet Season Groundwater Monitoring, Former Naval Fuel Depot Point Molate

	Concentration Trends			
Well Number	**TPH-bunker**	**TPH-diesel**	**TPH-jet-fuel**	**TCE**
Perimeter Wells				
MW11-02	NC (ND) 2013	NC (ND) 2013	NC (ND) 2013	NA
MW11-04	NC (ND) 2011-2013	NC (ND) 2011-2013	NC (ND) 2011-2013	NA
MW11-05	NC (ND)	NC (ND)	NC (ND)	NA
MW11-06	NC (ND)	NC (ND)	NC (ND)	NA
MW11-100A	NC (ND) 2013	NC (ND) 2013	NC (ND) 2013	NA
MW11-104	Increase	< M 2012, > O 2012	< M 2012, > O 2012	NA
MW11-118	Increase	< M 2012, > O 2012	< M 2012, > O 2012	NA
MW13+27	> M 2012, < O 2012	> M 2012, < O 2012	> M 2012, < O 2012	NA
MW16+25	NC (ND) O 2012	NC (ND) O 2012	NC (ND) O 2012	NA
MW11-19	NC (ND) 2011-2013	NC (ND) O 2012	NC (ND) 2013	NA
MW11-55R	NC (ND) 2013	NC (ND) 2013	NC (ND) 2013	NA
MW11-85	NC (ND) 2013	NC (ND) 2013	NC (ND) 2013	NA
MW11-88	Increase	Increase	Increase	NA
PZ11-74	NC (ND)	NC (ND)	NC (ND)	NA
PZ11-76R	NC (ND)	NC (ND)	NC (ND)	NA
MW10-04	NC (ND) 2011-2013	NC (ND) 2011-2013	NC (ND) 2011-2013	NA
MW10-05	NC (ND) 2011-2013	NC (ND) 2011-2013	NC (ND) 2011-2013	NA
MW10-08	NC (ND) 2011-2013	NC (ND) 2011-2013	NC (ND) 2011-2013	NA
MW10-09	NC (ND)	NC (ND)	NC (ND)	NA
MW10-10	NC (ND)	NC (ND)	NC (ND)	NA
MW10-21	NC (ND) 2011-2013	NC (ND) 2011-2013	NC (ND) 2011-2013	NA
MW10-23	< M 2012, > O 2012	< O 2012	Increase	NA
MW10-24	< M 2012, > O 2012	Decrease	NC O 2012	NA
MW10-25	NC (ND) 2013	NC (ND) 2013	NC (ND) 2013	NA
MW10-11	NC (ND)	NC (ND)	NC (ND)	NC (ND)
MW10-12	NC (ND)	NC (ND)	NC (ND)	NC (ND)
Open UST Wells				
MWT02-03	NC (ND) 2011-2013	NC (ND) 2011-2013	NC (ND) 2011-2013	NA
MWT03-02	NS	NS	NS	NA
MWT05-02	NS	NS	NS	NA
MWT06-02	NS	NS	NS	NA
MWT08-01	> M 2012	> M 2012	> M 2012	NA
MWT13-02	NS	NS	NS	NA
MWT15-02	Decrease	Decrease	Decrease	NA
MWT18-01	NS	NS	NS	NA
MWT19-01	NS	NS	NS	NA
MWTB-01R	> M 2012	> M 2012	> M 2012	NA
MWTC-01R	NC (ND)	NC (ND)	NC (ND)	NA
Drum Lot 2 Wells				
MW01-03	NA	NA	NA	Decrease
MW29-01	NA	NA	NA	Decrease
MW29-02	NA	NA	NA	NC (ND)
MW29-03	NA	NA	NA	NC (ND)
MW30-08	NA	NA	NA	Decrease
MW10-11	NA	NA	NA	NC (ND)
MW10-12	NA	NA	NA	NC (ND)

12.4.19

Table 6

Evaluation of Qualitative Temporal Trends in Concentrations of TPH Compounds and TCE

2013 Wet Season Groundwater Monitoring, Former Naval Fuel Depot Point Molate

	Concentration Trends			
Well Number	**TPH-bunker**	**TPH-diesel**	**TPH-jet-fuel**	**TCE**
Drainage Area Wells				
MW02-07	> M 2012	< M 2012	NC M 2012	NA
MW03-02	NS	NS	NS	NA
MW04-04	NC (ND)	NC (ND)	NC (ND)	NA

Notes:

TPH = total petroleum hydrocarbons; analzyed with silica-gel cleanup

TCE = trichloroethene

UST = underground storage tank

NS = not sampled

ND = not detected

NC = no change

NC (ND) = no change, not detected above reporting limits in 2008, 2009, 2011, and 2012

NC N 2012 = no change relative to concentrations in October 2012

NC M 2012 = no change relative to concentrations in May 2012

NA = not analyzed

NC (ND) O 2012 = no change, not detected above reporting limits in October 2012 and May 2013

< M 2012 = decrease relative to concentrations in May 2012

> M 2012 = increase relative to concentrations in May 2012

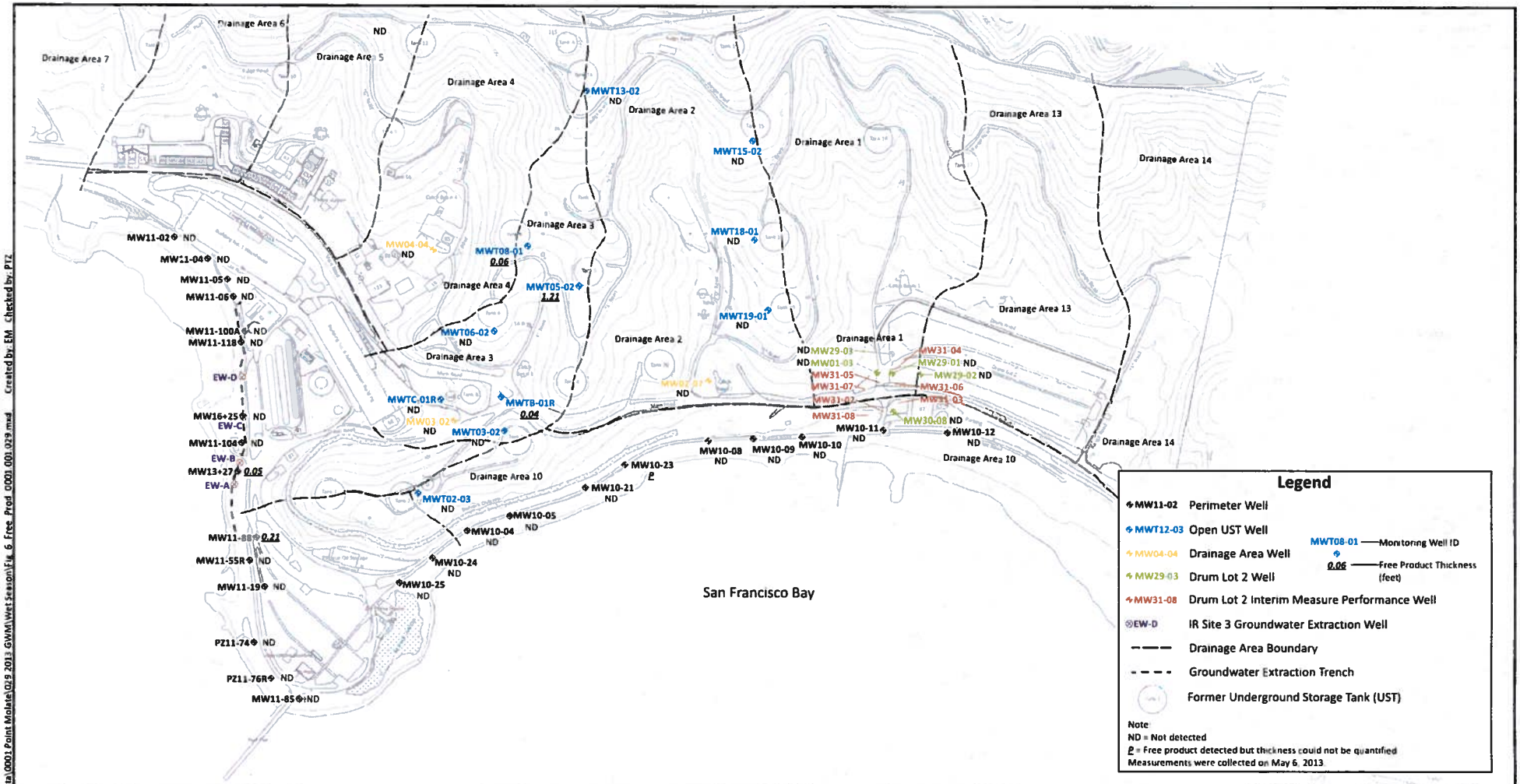
< O 2012 = decrease relative to concentrations in October 2012

>O 2012 = increase relative to concentrations in October 2012

NC (ND) 2013 = not detected above reporting limits in 2012 or 2013

NC (ND) 2011-2013 = no change, not detected above reporting limits in 2011, 2012, and 2013

12.4.20



Legend

- MW11-02 — Perimeter Well
- MWT12-03 — Open UST Well
- MW04-04 — Drainage Area Well
- MW29-03 — Drum Lot 2 Well
- MW31-08 — Drum Lot 2 Interim Measure Performance Well
- EW-D — IR Site 3 Groundwater Extraction Well
- Drainage Area Boundary
- Groundwater Extraction Trench
- Former Underground Storage Tank (UST)
- MWT08-01 — Monitoring Well ID
- 0.06 — Free Product Thickness (feet)

Note:
ND = Not detected
P = Free product detected but thickness could not be quantified
Measurements were collected on May 6, 2013.

SAFETY FIRST

terraphase engineering

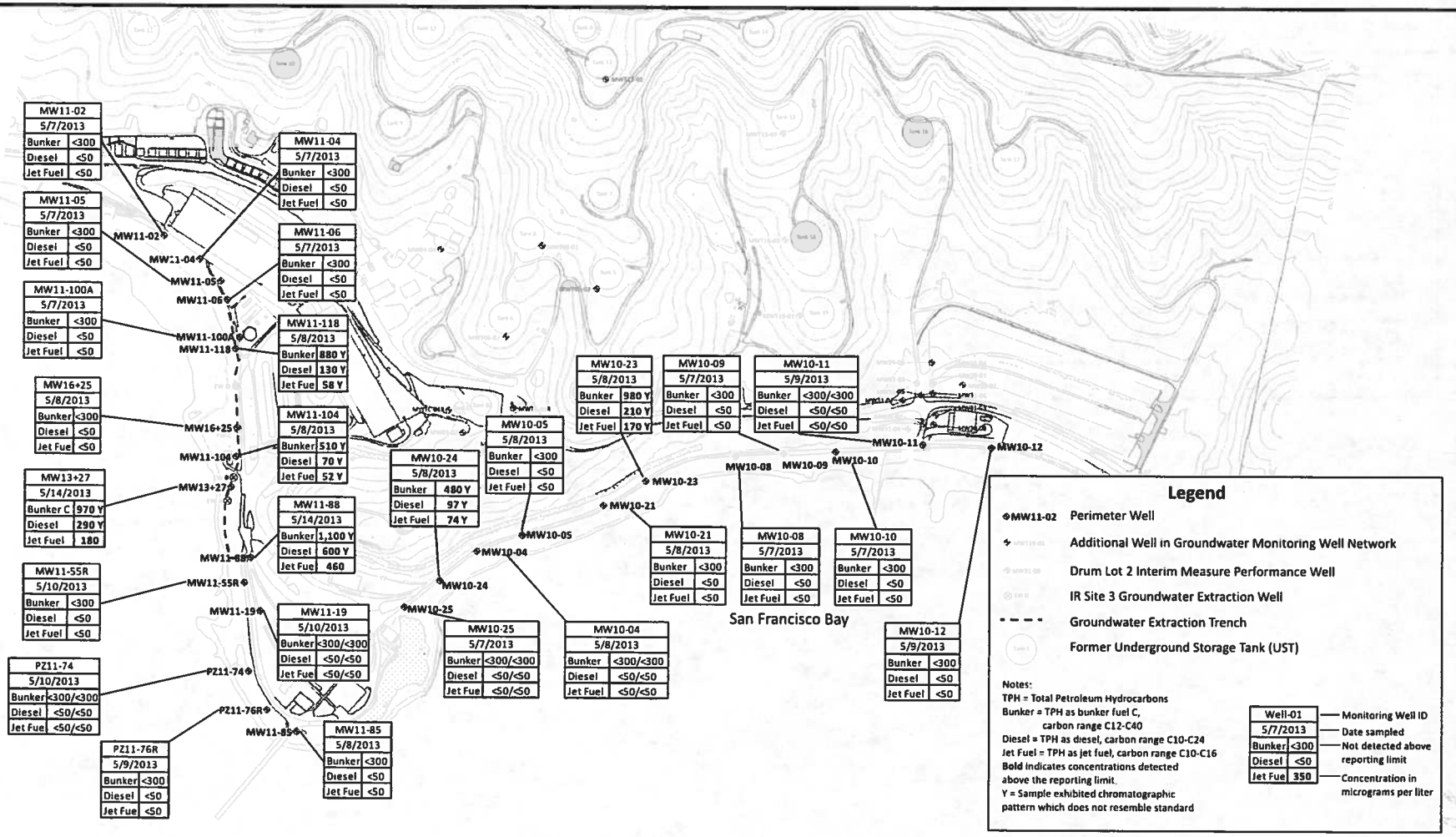
CLIENT:	Upstream Point Molate, LLC
PROJECT:	Site-Wide Groundwater Monitoring
PROJECT NUMBER:	0001.001.029

Free Product Thickness May 2013

FIGURE 6

File: J:\GIS Backup\GIS Data\0001 Point Molate\0129 2013 GWM\Wet Season\Fig. 6 Free Prod 0001.001.029.mxd Created by: EM Checked by: PTZ

12.4.21



SAFETY FIRST

terraphase engineering

CLIENT: Upstream Point Molate, LLC

PROJECT: Site-Wide Groundwater Monitoring

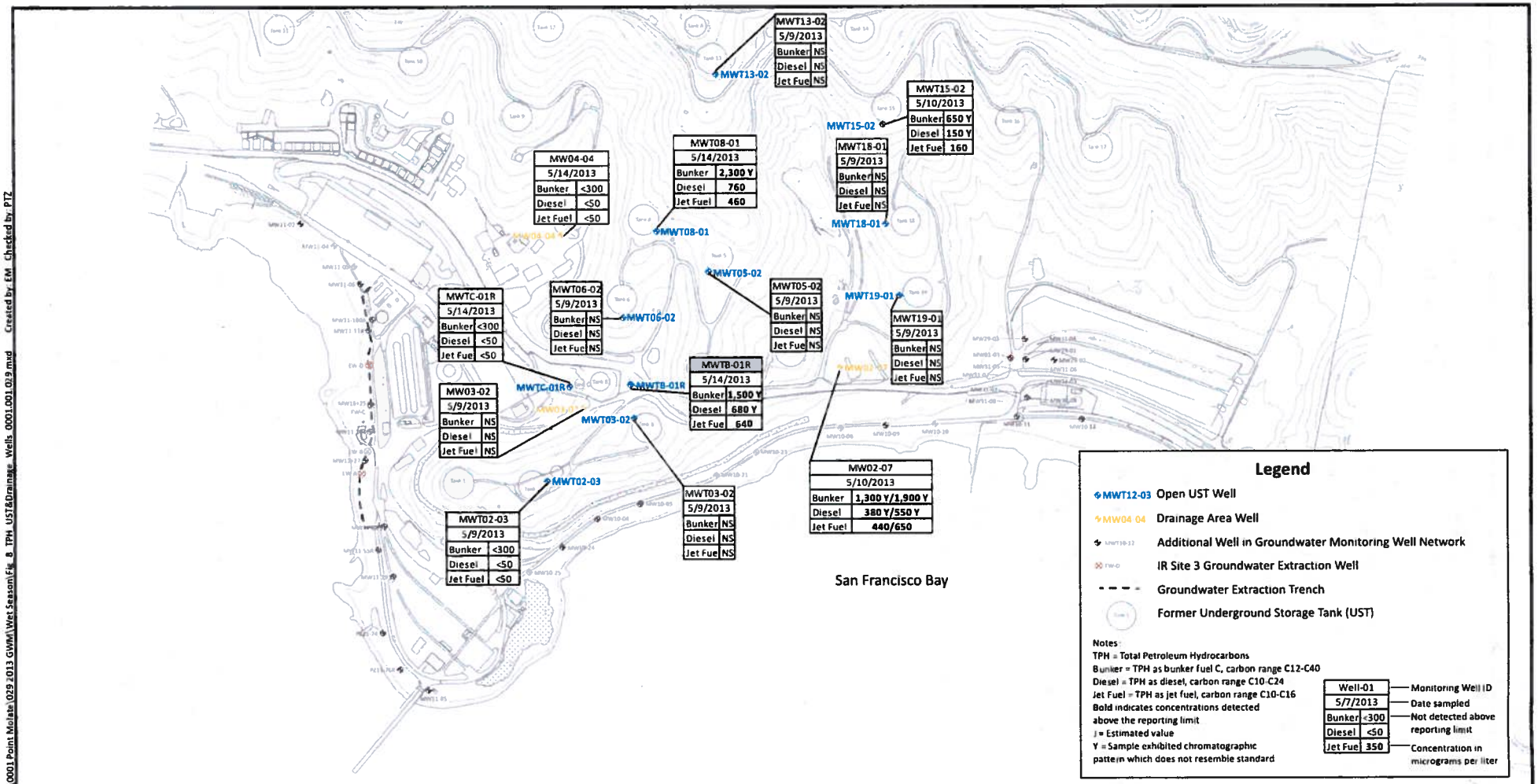
PROJECT NUMBER: 0001.001.029

Concentrations of Total Petroleum Hydrocarbons in Perimeter Wells May 2013

FIGURE 7

File: J:\GIS Backup\GIS Data\0001 Point Molate\029 2013 GWM\Wet Season\Fig_7_TPH_Perimeter_Wells_0001.001.029.mxd Created by: EM Checked by: PTZ

12.4.22



SAFETY FIRST

terraphase engineering

CLIENT: Upstream Point Molate, LLC

PROJECT: Site-Wide Groundwater Monitoring

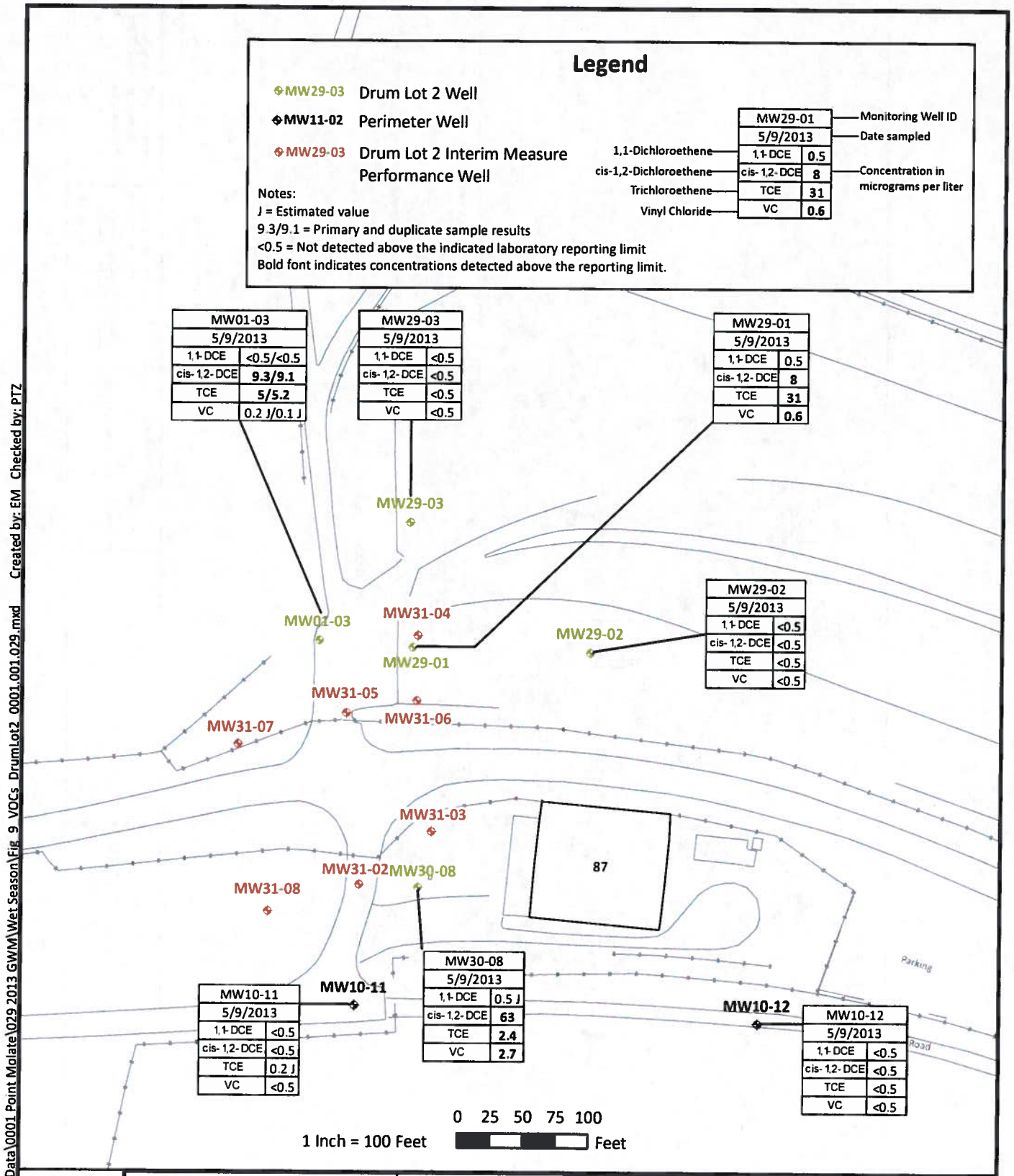
PROJECT NUMBER: 0001.001.029

Concentrations of Total Petroleum Hydrocarbons in UST and Drainage Area Wells - May 2013

FIGURE 8

File: J:\GIS Backup\GIS Data\0001 Point Molate\029 2013 GWM\Wet Season\Fig_8_TPH_UST&Drainage_Wells_0001.001.029.mxd Created by: EM Checked by: PTZ

12.4.23


Legend
MW29-03 Drum Lot 2 Well
MW11-02 Perimeter Well
MW29-03 Drum Lot 2 Interim Measure Performance Well
Notes:
J = Estimated value
9.3/9.1 = Primary and duplicate sample results
<0.5 = Not detected above the indicated laboratory reporting limit
Bold font indicates concentrations detected above the reporting limit.
MW29-01
5/9/2013
1,1-Dichloroethene 1,1-DCE 0.5
cis-1,2-Dichloroethene cis-1,2-DCE 8
Trichloroethene TCE 31
Vinyl Chloride VC 0.6
Monitoring Well ID
Date sampled
Concentration in micrograms per liter
MW01-03
5/9/2013
1,1-DCE <0.5/<0.5
cis-1,2-DCE 9.3/9.1
TCE 5/5.2
VC 0.2 J/0.1 J
MW29-03
5/9/2013
1,1-DCE <0.5
cis-1,2-DCE <0.5
TCE <0.5
VC <0.5
MW29-01
5/9/2013
1,1-DCE 0.5
cis-1,2-DCE 8
TCE 31
VC 0.6
MW29-02
5/9/2013
1,1-DCE <0.5
cis-1,2-DCE <0.5
TCE <0.5
VC <0.5
MW10-11
5/9/2013
1,1-DCE <0.5
cis-1,2-DCE <0.5
TCE 0.2 J
VC <0.5
MW30-08
5/9/2013
1,1-DCE 0.5 J
cis-1,2-DCE 63
TCE 2.4
VC 2.7
MW10-12
5/9/2013
1,1-DCE <0.5
cis-1,2-DCE <0.5
TCE <0.5
VC <0.5
MW01-03
MW29-03
MW31-04
MW29-01
MW29-02
MW31-05
MW31-06
MW31-07
MW31-03
MW31-02
MW30-08
MW31-08
MW10-11
MW10-12
87
Parking
Road
0 25 50 75 100
1 Inch = 100 Feet
Feet
N
SAFETY FIRST
terraphase engineering
CLIENT: Upstream Point Molate, LLC
PROJECT: Site-Wide Groundwater Monitoring
PROJECT NUMBER: 0001.001.029
Concentrations of Volatile Organic Compounds in Drum Lot 2 Wells May 2013
FIGURE 9
File: J:\GIS Backup\GIS Data\0001 Point Molate\029 2013 GWM\Wet Season\Fig 9 VOCs DrumLot2 0001.001.029.mxd Created by: EM Checked by: PTZ

12.A.24

Point Molate IR Site 3 Engineer's Estimate

Agenda

- What We Have
  - Engineers estimates for two scenarios
  - Contractor's good faith estimate for thermal desorption for each scenario
- What is the Process
- Viability of Thermal Desorption
- Review of Critical Site Parameters
- Two Scenarios Evaluated
  - Waste management unit (WMU)
  - Unrestricted land use
- Time Lines
- Review of Engineers Estimates

12.4.2.1

Point Molate IR Site 3 Engineer's Estimate

What We Have

- Terraphase Developed an Engineers Estimate for Two Scenarios
- NER has Provided a Good Faith Estimate for LTTD to be used to Treat Class II Soils in each Scenario
- NER Good Faith Estimate for only a Portion (Class II Soil) of the Work in Each Scenario
- NER's Good Faith Estimate has Two Components:
  - Lump sum items (mob, demob, etc.)
  - Unit price (cost to treat, excavate and replace soil per ton) with assumptions that include (but limited to):
    - Moisture content
    - Salinity
    - Temperature range

12.4.2.2

Point Molate IR Site 3 Engineer's Estimate

What Is The Process

- Pre-Design/Design
  - Stage we are in today
  - Engineers estimates used to help define the direction of a project
  - Prepare bid package
  - Advertise
- Bids for the Selected Treatment Alternative
  - Contractors review bid package
  - Contractors prepare bids and submit
  - Select a contractor
- Construct

12.4.2.3

Point Molate IR Site 3 Engineer's Estimate

Viability of Thermal Desorption

- What We Know
  - Degraded Bunker C
  - PAH's with high boiling points and low clean up standards
- What's Been Said
  - NER has provided
    - Lab reports for samples represented to have been collected at various projects
    - Do not have signed Engineers reports
  - NER guarantees it will work
- Graphic from Navy's Application Guide for Thermal Desorption (next slide)

12.4.2. 4

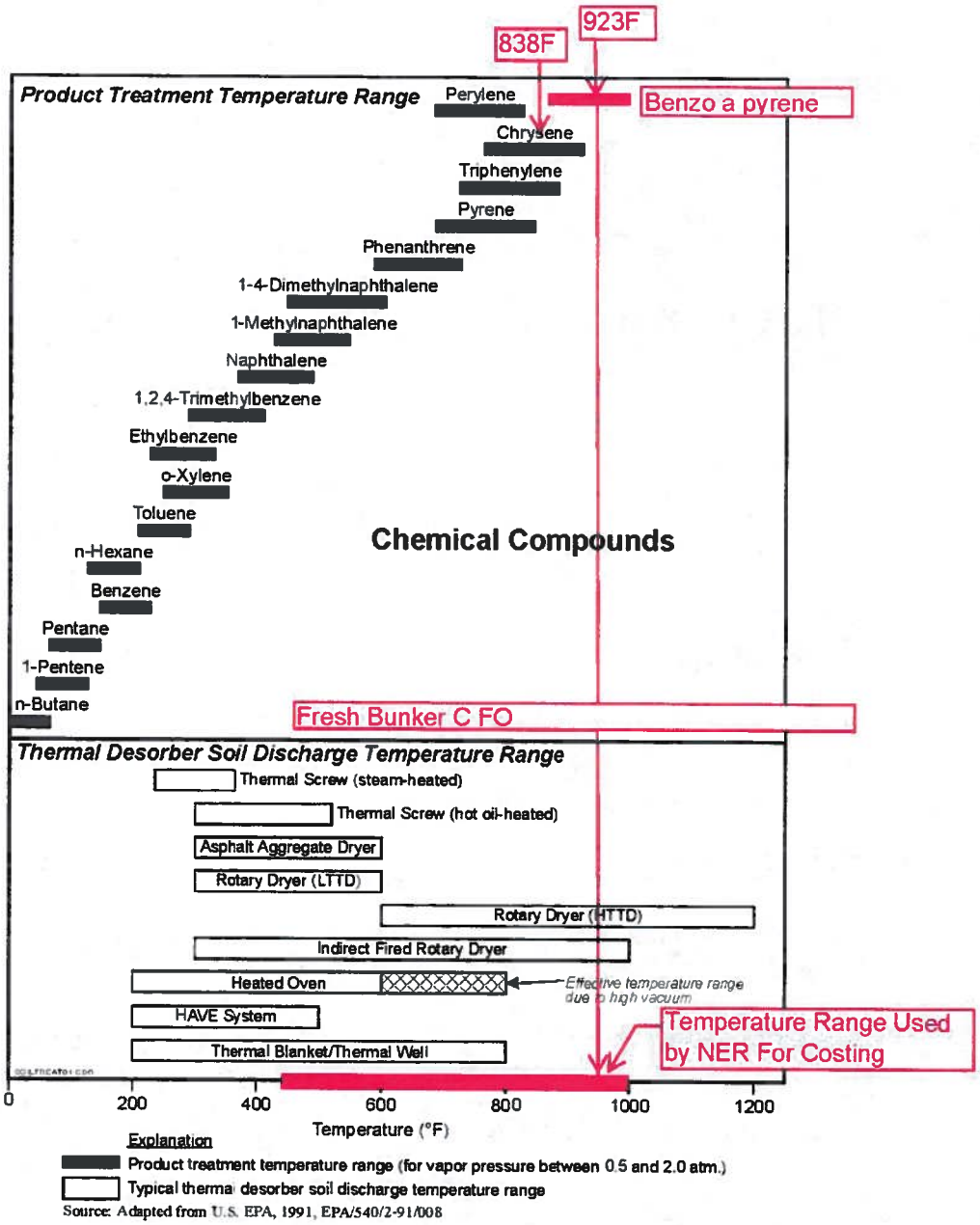


Figure 3-1. Soil Treatment Temperatures for Selected Chemical Compounds and Thermal Desorbers

12.4.2.5

Point Molate IR Site 3 Engineer's Estimate

Viability of Thermal Desorption

- NER Guarantee: Re-run soil through treatment again
- RWQCB Perspective
  - Previously treated soil can be re-treated
  - Previously treated soil cannot be mixed with new soil (is considered dilution)
- Suitability of Thermal Desorption
  - Cannot say it will work
  - Cannot say it will not work
- Appears Reasonable to Recommend a Treatability Study
- NER's Bid is only One Component of the Engineers Estimate for Both Scenarios

12.4.2. 6

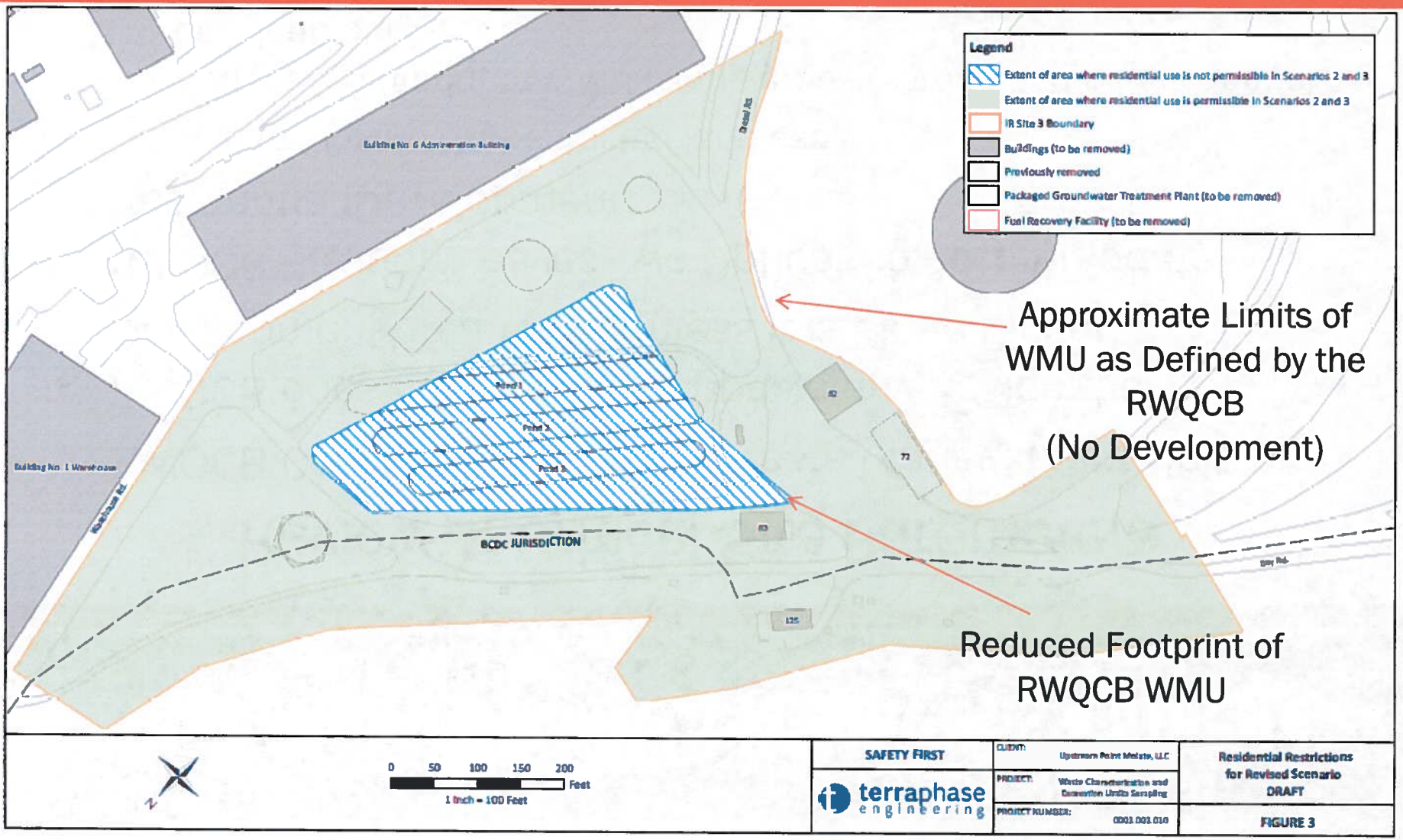
Point Molate IR Site 3 Engineer's Estimate

Review of Critical Site Parameters

- RWQCB Considers IR Site 3 a Waste Management Unit
- RWQCB does not Intend to Approve any Residential Development on a WMU Unless it is Clean Closed
- RWQCB Position Leaves Two Options to Accommodate Residential Development:
  - "Clean Closure" (unrestricted land use)
  - Reduced Footprint of WMU (some areas restricted to no residential development)

12.4.2. 7

Point Molate IR Site 3 Engineer's Estimate



12.4.2. 8

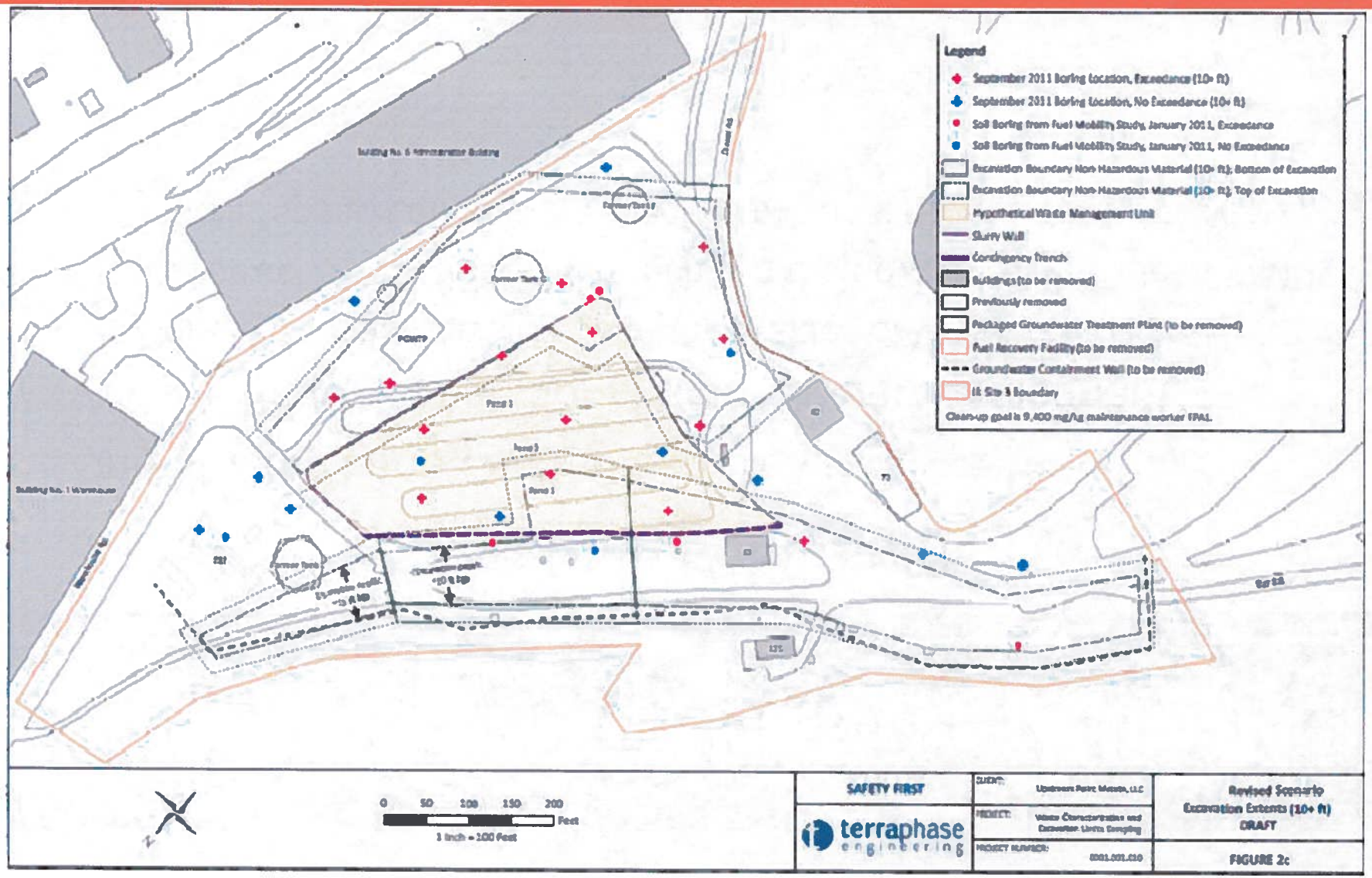
Point Molate IR Site 3 Engineer's Estimate

Scenarios Evaluated

- Unrestricted Land Use – Clean Closure
- WMU – Requires Additional Remediation Components
  - Construct a slurry wall around three sides of WMU
  - Construct a "Contingency Trench" on the downgradient side of WMU
  - Install "special material" in backfill material downgradient of WMU

12.4.2.9

Point Molate IR Site 3 Engineer's Estimate



12.4.2.10

Point Molate IR Site 3 Engineer's Estimate

Time Lines

- Time Lines Differ for Offsite Disposal vs. Thermal Desorption
- Increase in Time Line for Thermal Desorption Associated with:
  - CEQA being re-opened
  - Treatability study needed
  - Acquisition of an air permit
- The Time Lines:

12.4.2.11

Point Molate IR Site 3 Engineer's Estimate

Time Lines

- INSERT TIME LINE chart

12.4.2.12

Point Molate IR Site 3 Engineer's Estimate

Engineer's Estimate

- Two Estimates were Prepared
  - Unrestricted land use
  - WMU
- Unit Costs were Evaluated
  - Appear to be consistent with industry standards for estimating
  - Disposal and trucking costs were validated
- Where a Task did dot Apply the Line Item was left in but Zeroed Out
  - Wanted everyone to see what costs remain depending upon land use alternative and remediation technology used

12.4.2.13

Point Molate IR Site 3 Engineer's Estimate

Engineers Estimate

- INSERT No Restrictions Estimate

12.4.2.14

Point Molate IR Site 3 Engineer's Estimate

Engineers Estimate

- INSERT WMU Estimate

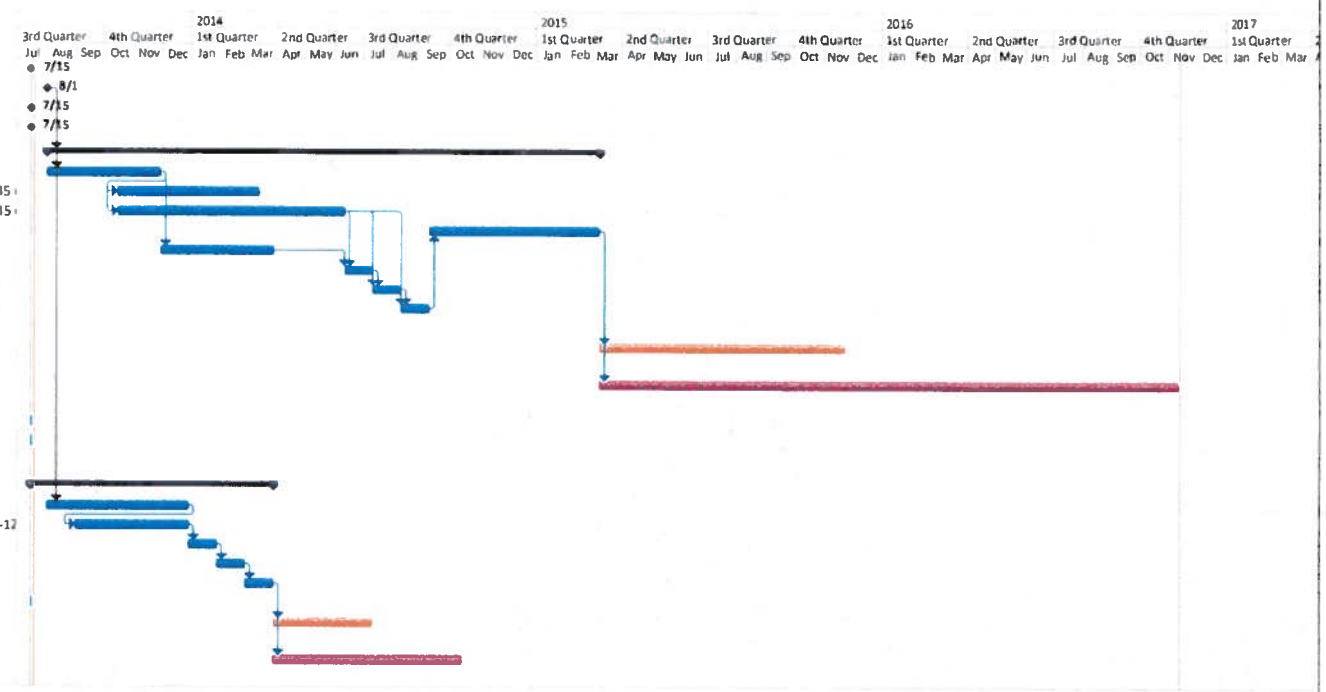
12.4.2.15

Point Molate IR Site 3 Engineer's Estimate

Questions/Discussion

12.4.2.16

ID	Task Name	Duration	Start	Finish	Predece
1		0 days	Mon 7/15/13	Mon 7/15/13	
2	**DECISION TO PROCEED**	0 days	Thu 8/1/13	Thu 8/1/13	
3		0 days	Mon 7/15/13	Mon 7/15/13	
4	**Thermal Desorption**	0 days	Mon 7/15/13	Mon 7/15/13	
5	**Design**	**585 days?**	**Thu 8/1/13**	**Sun 3/8/15**	**2**
6	Treatability Study	120 days?	Thu 8/1/13	Thu 11/28/13	2
7	FS/RAP	150 days	Tue 10/15/13	Thu 3/13/14	6FS-45
8	CEQA	240 days	Tue 10/15/13	Wed 6/11/14	6FS-45
9	Air Permit	180 days	Wed 9/10/14	Sun 3/8/15	13
10	Prepare Design & Bid Docs	120 days	Fri 11/29/13	Fri 3/28/14	6
11	Public Solicitation	30 days	Thu 6/12/14	Fri 7/11/14	10,8
12	Contractor Bid Period	30 days	Sat 7/12/14	Sun 8/10/14	11,8
13	Evaluate Bids/Contract	30 days	Mon 8/11/14	Tue 9/9/14	12,8
14					
15	**WMU Scenario - Site Work, Demo, Remediation & OS**	260 days	Mon 3/9/15	Mon 11/23/15	9
16	**Unrestricted Scenario - Site Work, Demo, Remediation & OS**	615 days	Mon 3/9/15	Sat 11/12/16	9
17		1.13 days?	Mon 7/15/13	Tue 7/16/13	
18	**Class II Disposal**	1 day?	Mon 7/15/13	Mon 7/15/13	
19					
20	**Design**	**257 days?**	**Mon 7/15/13**	**Fri 3/28/14**	
21	FS/Rap	150 days	Thu 8/1/13	Sat 12/28/13	2
22	Prepare Design & Bid Docs	120 days	Sat 8/31/13	Sat 12/28/13	21FS-12
23	Public Solicitation	30 days	Sun 12/29/13	Mon 1/27/14	22
24	Contractor Bid Period	30 days	Tue 1/28/14	Wed 2/26/14	23
25	Evaluate Bids/Contract	30 days	Thu 2/27/14	Fri 3/28/14	24
26		1.13 days?	Mon 7/15/13	Tue 7/16/13	
27	**WMU Scenario - Site Work, Demo, Remediation & OS**	105 days	Sat 3/29/14	Fri 7/11/14	25
28	**Unrestricted Scenario - Site Work, Demo, Remediation & OS**	200 days	Sat 3/29/14	Tue 10/14/14	25



Project: Molate Project Time Line
Date: Fri 7/19/13

Task	Summary	External Milestone	Inactive Summary	Manual Summary Rollup	Finish-only
Split	Project Summary	Inactive Task	Manual Task	Manual Summary	Deadline
Milestone	External Tasks	Inactive Milestone	Duration only	Start-only	Progress

12.4.2.17

12.A.2.18

Cost Comparison

Class II Disposal to Thermal Desorption Point Molate IR Site 3

2 - Reduced Footprint WMU And Unrestricted Land Use (Clean Close)

Description	WMU with Offsite Disposal of Class II Soil				WMU with LTTD Treatment of Class II Soil				Unrestricted with Offsite Disposal of Class II Soil				Unrestricted with LTTD Treatment of Class II Soil			
	Quantity	Units	Unit Cost	Extended Cost	Quantity	Units	Unit Cost	Extended Cost	Quantity	Units	Unit Cost	Extended Cost	Quantity	Units	Unit Cost	Extended Cost
Design																
FS/RAP	1	LS	$150,000	$150,000	1	LS	$150,000	$150,000	1	LS	$150,000	$150,000	1	LS	$150,000	$150,000
CEQA	0	LS	$100,000	$0	1	LS	$100,000	$100,000	0	LS	$100,000	$0	1	LS	$100,000	$100,000
Treatability Study	0	LS	$75,000	$0	1	LS	$75,000	$75,000	0	LS	$75,000	$0	1	LS	$75,000	$75,000
Air Permit	0	LS		$0	1	LS		$0	0	LS		$0	1	LS		$0
Design Plan/Bid Documents/Bidding	1	LS	$100,000	$100,000	1	LS	$100,000	$100,000	1	LS	$100,000	$100,000	1	LS	$100,000	$100,000
Subtotal				**$250,000**				**$425,000**				**$250,000**				**$425,000**
Site Work and Demolition																
Temporary Fence During Excavation	3,800	LF	$6	$22,800	3,800	LF	$6	$22,800	3,800	LF	$6	$22,800	3,800	LF	$6	$22,800
Remove Fuel Reclamation Facility (FRF) and Berm	1	LS	$185,160	$185,160	1	LS	$185,160	$185,160	1	LS	$185,160	$185,160	1	LS	$185,160	$185,160
Building Demolition	1	LS	$99,983	$99,983	1	LS	$99,983	$99,983	1	LS	$99,983	$99,983	1	LS	$99,983	$99,983
Electrical Removal and Replacement	1	LS	$34,677	$34,677	1	LS	$34,677	$34,677	1	LS	$34,677	$34,677	1	LS	$34,677	$34,677
LTTD infrastructure (power)	0	LS	$25,000	$0	1	LS	$25,000	$25,000	0	LS	$25,000	$0	1	LS	$25,000	$25,000
Clear and Grub	11	Acre	$6,548	$72,028	0	Acre	$6,548	$0	11	Acre	6548	$72,028	0	Acre	$6,548	$0
Subtotal				**$414,648**				**$367,620**				**$414,648**				**$367,620**
Remediation Activities																
Mob/Demob	1	LS	$50,000	$50,000	1	LS	$350,000	$350,000	1	LS	$50,000	$50,000	1	LS	$350,000	$350,000
Dewatering	1	LS	$49,425	$49,425	0	LS	$49,425	$0	1	LS	$49,425	$49,425	0	LS	$49,425	$0
Overburden Excavation	73,400	BCY	$3	$190,840	73,400	BCY	$3	$190,840	175,200	BCY	$3	$455,520	175,200	BCY	$3	$455,520
Loading (Overburden)	91,750	LCY	$1	$91,750	91,750	LCY	$1	$91,750	219,000	LCY	$1	$219,000	219,000	LCY	$1	$219,000
RCRA Class I Trans & Disposal	504	Ton	$200	$100,800	504	Ton	$200	$100,800	504	Ton	$200	$100,800	504	Ton	$200	$100,800
Cal Haz Class I Excavation	2,200	BCY	$3	$6,600	2,200	BCY	$3	$6,600	2,200	BCY	$3	$5,720	2,200	BCY	$3	$5,720
Cal Haz Class I Disposal	3,693	Ton	$70	$258,510	3,693	Ton	$70	$258,510	3,693	Ton	$70	$258,510	3,693	Ton	$70	$258,510
Cal Haz Class I Transportation	3,693	Ton	$60	$221,580	3,693	Ton	$60	$221,580	3,693	Ton	$60	$221,580	3,693	Ton	$60	$221,580
Class I and Cal Haz Loading	2,750	LCY	$2	$5,500	2,750	LCY	$2	$5,500	2,750	LCY	$2	$5,500	2,750	LCY	$2	$5,500
Class II Excavation	73,422	BCY	$3	$220,266	0	BCY	$3	$0	177,030	BCY	$3	$460,278	0	BCY	$3	$0
Class II Loading	91,777	LCY	$1	$91,777	0	LCY	$3	$0	221,287	LCY	$1	$221,287	0	LCY	$3	$0
Class II Transportation	123,863	Ton	$20	$2,477,260	0	Ton	$20	$0	295,650	Ton	$20	$5,913,000	0	Ton	$20	$0
Class II Disposal	123,863	Ton	$20	$2,477,260	0	Ton	$20	$0	295,650	Ton	$20	$5,913,000	0	Ton	$20	$0
LTTD Treatment (Exc+Treat+Backfill)	0	Ton	$0	$0	123,863	Ton	$65	$8,051,063	0	Ton	$0	$0	295,650	Ton	$65	$19,217,250
Backfill (replace overburden)	73,400	LCY	$4	$266,442	73,400	LCY	$4	$266,442	175,200	LCY	$4	$635,976	175,200	LCY	$4	$635,976
Clean Fill Material to replace Class I & Cal Haz	2,200	Ton	$10	$22,000	2,200	Ton	$10	$22,000	2,200	Ton	$10	$22,000	2,200	Ton	$10	$22,000
Clean Fill Material to replace Class II	123,863	Ton	$10	$1,238,630	0	Ton	$10	$0	295,650	Ton	$10	$2,956,500	0	Ton	$10	$0
Special Material	340	Ton	$1,500	$510,000	340	Ton	$1,500	$510,000	0	Ton	$1,500	$0	0	Ton	$1,500	$0
Slurry Wall	25,000	SF	$10	$250,000	25,000	SF	$10	$250,000	0	SF	$10	$0	0	SF	$10	$0
French Drain	15,000	SF	$10	$150,000	15,000	SF	$10	$150,000	0	SF	$10	$0	0	SF	$10	$0
Aeration Contingency trench	10,000	SF	$15	$150,000	10,000	SF	$15	$150,000	10,000	SF	$15	$150,000	10,000	SF	$15	$150,000
Aeration system	1	LS	$250,000	$250,000	1	LS	$250,000	$250,000	0	LS	$250,000	$0	0	LS	$250,000	$0
Remove Existing Sheet Pile	1	LS	$210,500	$210,500	1	LS	$210,500	$210,500	1	LS	$210,500	$210,500	1	LS	$210,500	$210,500
Reseeding	49,500	SY	$4	$198,000	49,500	SY	$4	$198,000	49,500	SY	$4	$198,000	49,500	SY	$4	$198,000
Subtotal				**$9,487,140**				**$11,283,686**				**$18,046,686**				**$22,050,356**
Overnight and Sampling																
Soil Profiling for Disposal/Treatment	680	Each	$250	$170,000	268	Each	$250	$67,000	1596	Each	$250	$399,000	610	Each	$250	$152,500
Confirmation Soil Sampling and Analysis Post-Excavation	414	Each	$250	$103,500	414	Each	$250	$103,500	624	Each	$250	$156,000	624	Each	$250	$156,000
Construction Overnight and Sampling	1,000	Hour	$108	$108,000	2,000	Hour	$108	$216,000	2,000	Hour	$108	$216,000	4,000	Hour	$108	$432,000
Project Management	700	Hour	$180	$126,000	850	Hour	$180	$153,000	1,200	Hour	$180	$216,000	1,500	Hour	$180	$270,000
Excavation Report	250	Hour	$108	$27,000	250	Hour	$108	$27,000	250	Hour	$108	$27,000	250	Hour	$108	$27,000
Install Monitoring Wells	1	LS	$45,012	$45,012	1	LS	$45,012	$45,012	1	LS	$45,012	$45,012	1	LS	$45,012	$45,012
Implement Land Use Controls (LUC) Mechanisms	1	LS	$50,000	$50,000	1	LS	$50,000	$50,000	1	LS	$50,000	$50,000	1	LS	$50,000	$50,000
Regulatory Oversight	1	LS	$400,000	$400,000	1	LS	$400,000	$400,000	1	LS	$400,000	$400,000	1	LS	$400,000	$400,000
Subtotal				**$1,029,512**				**$1,061,512**				**$1,469,012**				**$1,532,512**
Total of Phases 1 through 4	**$11,181,300**			**$13,137,716**					**$20,220,256**			**$24,375,488**				
Contingency	15%	percent	$10,931,300	$1,640,000	15%	percent	$12,937,000	$1,941,000	15%	percent	$20,220,256	$3,034,000	15%	percent	$24,375,488	$3,657,000
Total Estimated Cost Without O&M Annual			**$12,821,300**				**$15,078,716**				**$23,254,256**				**$28,032,488**	
LUC Oversight	20	LS	$10,000	$200,000	20	LS	$10,000	$200,000	5	LS	$10,000	$50,000	5	LS	$10,000	$50,000
Annual Groundwater Monitoring Annual Monitoring Reports	20	LS	$15,480	$310,000	20	LS	$15,480	$310,000	5	LS	$15,480	$78,000	5	LS	$15,480	$78,000
O&M Subtotal	20	LS	$19,508	$391,000	20	LS	$19,508	$391,000	5	LS	$19,508	$98,000	5	LS	$19,508	$98,000
Periodic Reporting Five Year Review Close Out Report			**$901,000**				**$901,000**				**$226,000**				**$226,000**	
	4	LS	$46,000	$184,000	4	LS	$46,000	$184,000	1	LS	$46,000	$46,000	1	LS	$46,000	$46,000
	1	LS	$61,400	$62,000	1	LS	$61,400	$62,000	1	LS	$61,400	$62,000	1	LS	$61,400	$62,000
Total With Ongoing Activities for 20 Years	**$13,988,300**			**$18,225,716**					**$23,588,256**			**$28,366,488**				

Please see pages immediately following this summary page or electronic version for larger text

12.A.2.19

12.1.2.20

Cost Comparison

Class II Disposal to Thermal Desorption Point Molate IR Site 3

2 - Reduced Footprint WMU And Unrestricted Land Use (Clean Close)

Description	WMU with Offsite Disp Quantity	Units
Design		
FS/RAP	1	LS
CEQA	0	LS
Treatability Study	0	LS
Air Permit	0	LS
Design Plan/Bid Documents/Bidding	1	LS
Subtotal		
Site Work and Demolition		
Temporary Fencing During Excavation	3,800	LF
Remove Fuel Reclamation Facility (FRF) and Berm	1	LS
Building Demolition	1	LS
Electrical Removal and Replacement	1	LS
LTTD Infrastructure (power)	0	LS
Clear and Grub	11	Acre
Subtotal		
Remediation Activities		
Mob/Demob	1	LS
Dewatering	1	LS
Overburden Excavation	73,400	BCY
Loading (Overburden)	91,750	LCY
RCRA Class I Trans & Disposal	504	Ton
Cal Haz Class I Excavation	2,200	BCY
Cal Haz Class I Disposal	3,693	Ton
Cal Haz Class I Transportation	3,693	Ton
Class I and Cal Haz Loading	2,750	LCY
Class II Excavation	73,422	BCY
Class II Loading	91,777	LCY
Class II Transportation	123,863	Ton
Class II Disposal	123,863	Ton
LTTD Treatment (Exc+Treat+Backfill)	0	Ton
Backfill (replace overburden)	73,400	LCY
Clean Fill Material to replace Class I & Cal Haz	2,200	Ton
Clean Fill Material to replace Class II	123,863	Ton
Special Material	340	Ton
Slurry Wall	25,000	SF
French Drain	15,000	SF
Aeration Contingency trench	10,000	SF
Aeration system	1	LS
Remove Existing Sheet Pile	1	LS
Reseeding	49,500	SY
Subtotal		
Oversight and Sampling		
Soil Profiling for Disposal/Treatment	680	Each
Confirmation Soil Sampling and Analysis Post-Excavation	414	Each
Construction Oversight and Sampling	1,000	Hour
Project Management	700	Hour
Excavation Report	250	Hour
Install Monitoring Wells	1	LS
Implement Land Use Controls (LUC) Mechanisms	1	LS
Regulatory Oversight	1	LS
Subtotal		

12.A.2.21

Total of Phases 1 through 4	**$11,181,300**	
Contingency	15%	percent
Total Estimated Cost Without O&M Annual		
LUC Oversight	20	LS
Annual Groundwater Monitoring Annual Monitoring Reports	20	LS
O&M Subtotal	20	LS
Periodic Reporting Five Year Review Close Out Report		
	4	LS
	1	LS
Total With Ongoing Activities for 20 Years	**$13,968,300**	

12.A.2.22

osal of Class II Soil		WMU with LTTD Treatment of Class II Soil			
Unit Cost	Extended Cost	Quantity	Units	Unit Cost	Extended Cost
$150,000	$150,000	1	LS	$150,000	$150,000
$100,000	$0	1	LS	$100,000	$100,000
$75,000	$0	1	LS	$75,000	$75,000
	$0	1	LS		$0
$100,000	$100,000	1	LS	$100,000	$100,000
	$250,000				**$425,000**
$6	$22,800	3,800	LF	$6	$22,800
$185,160	$185,160	1	LS	$185,160	$185,160
$99,983	$99,983	1	LS	$99,983	$99,983
$34,677	$34,677	1	LS	$34,677	$34,677
$25,000	$0	1	LS	$25,000	$25,000
$6,548	$72,028	0	Acre	$6,548	$0
	$414,648				**$367,620**
$50,000	$50,000	1	LS	$350,000	$350,000
$49,425	$49,425	0	LS	$49,425	$0
$3	$190,840	73,400	BCY	$3	$190,840
$1	$91,750	91,750	LCY	$1	$91,750
$200	$100,800	504	Ton	$200	$100,800
$3	$6,600	2,200	BCY	$3	$6,600
$70	$258,510	3,693	Ton	$70	$258,510
$60	$221,580	3,693	Ton	$60	$221,580
$2	$5,500	2,750	LCY	$2	$5,500
$3	$220,266	0	BCY	$3	$0
$1	$91,777	0	LCY	$3	$0
$20	$2,477,260	0	Ton	$20	$0
$20	$2,477,260	0	Ton	$20	$0
$0	$0	123,863	Ton	$65	$8,051,063
$4	$266,442	73,400	LCY	$4	$266,442
$10	$22,000	2,200	Ton	$10	$22,000
$10	$1,238,630	0	Ton	$10	$0
$1,500	$510,000	340	Ton	$1,500	$510,000
$10	$250,000	25,000	SF	$10	$250,000
$10	$150,000	15,000	SF	$10	$150,000
$15	$150,000	10,000	SF	$15	$150,000
$250,000	$250,000	1	LS	$250,000	$250,000
$210,500	$210,500	1	LS	$210,500	$210,500
$4	$198,000	49,500	SY	$4	$198,000
	$9,487,140				**$11,283,585**
$250	$170,000	268	Each	$250	$67,000
$250	$103,500	414	Each	$250	$103,500
$108	$108,000	2,000	Hour	$108	$216,000
$180	$126,000	850	Hour	$180	$153,000
$108	$27,000	250	Hour	$108	$27,000
$45,012	$45,012	1	LS	$45,012	$45,012
$50,000	$50,000	1	LS	$50,000	$50,000
$400,000	$400,000	1	LS	$400,000	$400,000
	$1,029,512				**$1,061,512**

12.A.2.23

	$13,137,716				
$10,931,300	$1,640,000	15%	percent	$12,937,000	$1,941,000
$12,821,300				**$15,078,716**	
$10,000	$200,000	20	LS	$10,000	$200,000
$15,480	$310,000	20	LS	$15,480	$310,000
$19,508	$391,000	20	LS	$19,508	$391,000
$901,000				**$901,000**	
$46,000	$184,000	4	LS	$46,000	$184,000
$61,400	$62,000	1	LS	$61,400	$62,000
	$16,225,716				

12.4.2.24

Unrestricted with Offsite Disposal of Class II Soil				Unrestricted with LTT	
Quantity	Units	Unit Cost	Extended Cost	Quantity	Units
1	LS	$150,000	$150,000	1	LS
0	LS	$100,000	$0	1	LS
0	LS	$75,000	$0	1	LS
0	LS		$0	1	LS
1	LS	$100,000	$100,000	1	LS
			$250,000		
3,800	LF	$6	$22,800	3,800	LF
1	LS	$185,160	$185,160	1	LS
1	LS	$99,983	$99,983	1	LS
1	LS	$34,677	$34,677	1	LS
0	LS	$25,000	$0	1	LS
11	Acre	6548	$72,028	0	Acre
			$414,648		
1	LS	$50,000	$50,000	1	LS
1	LS	$49,425	$49,425	0	LS
175,200	BCY	$3	$455,520	175,200	BCY
219,000	LCY	$1	$219,000	219,000	LCY
504	Ton	$200	$100,800	504	Ton
2,200	BCY	$3	$5,720	2,200	BCY
3,693	Ton	$70	$258,510	3,693	Ton
3,693	Ton	$60	$221,580	3,693	Ton
2,750	LCY	$2	$5,500	2,750	LCY
177,030	BCY	$3	$460,278	0	BCY
221,287	LCY	$1	$221,287	0	LCY
295,650	Ton	$20	$5,913,000	0	Ton
295,650	Ton	$20	$5,913,000	0	Ton
0	Ton	$0	$0	295,650	Ton
175,200	LCY	$4	$635,976	175,200	LCY
2,200	Ton	$10	$22,000	2,200	Ton
295,650	Ton	$10	$2,956,500	0	Ton
0	Ton	$1,500	$0	0	Ton
0	SF	$10	$0	0	SF
0	SF	$10	$0	0	SF
10,000	SF	$15	$150,000	10,000	SF
0	LS	$250,000	$0	0	LS
1	LS	$210,500	$210,500	1	LS
49,500	SY	$4	$198,000	49,500	SY
			$18,046,596		
1596	Each	$250	$399,000	610	Each
624	Each	$250	$156,000	624	Each
2,000	Hour	$108	$216,000	4,000	Hour
1,200	Hour	$180	$216,000	1,500	Hour
250	Hour	$108	$27,000	250	Hour
1	LS	$45,012	$45,012	1	LS
1	LS	$50,000	$50,000	1	LS
1	LS	$400,000	$400,000	1	LS
			$1,509,012		

12.1.2.25

$20,220,256			**$24,375,488**		
15%	percent	$20,220,256	$3,034,000	15%	percer
		$23,254,256			
5	LS	$10,000	$50,000	5	LS
5	LS	$15,480	$78,000	5	LS
5	LS	$19,508	$98,000	5	LS
		$226,000			
1	LS	$46,000	$46,000	1	LS
1	LS	$61,400	$62,000	1	LS
$23,588,256			**$28,366,488**		

12.A.2.26

D Treatment of Class II Soil	
Unit Cost	Extended Cost
$150,000	$150,000
$100,000	$100,000
$75,000	$75,000
	$0
$100,000	$100,000
	$425,000
$6	$22,800
$185,160	$185,160
$99,983	$99,983
$34,677	$34,677
$25,000	$25,000
$6,548	$0
	$367,620
$350,000	$350,000
$49,425	$0
$3	$455,520
$1	$219,000
$200	$100,800
$3	$5,720
$70	$258,510
$60	$221,580
$2	$5,500
$3	$0
$3	$0
$20	$0
$20	$0
$65	$19,217,250
$4	$635,976
$10	$22,000
$10	$0
$1,500	$0
$10	$0
$10	$0
$15	$150,000
$250,000	$0
$210,500	$210,500
$4	$198,000
	$22,050,356
$250	$152,500
$250	$156,000
$108	$432,000
$180	$270,000
$108	$27,000
$45,012	$45,012
$50,000	$50,000
$400,000	$400,000
	$1,532,512

12A.2.27

nt	$24,375,488	$3,657,000
	$28,032,488	
	$10,000	$50,000
	$15,480	$78,000
	$19,508	$98,000
	$226,000	
	$46,000	$46,000
	$61,400	$62,000

12.A.2.28

AGENDA REPORT

CITY MANAGER'S OFFICE

DATE: July 30, 2013

TO: Mayor McLaughlin and Members of the City Council

FROM: Bill Lindsay, City Manager

SUBJECT: Point Molate Environmental and Remediation Services

STATEMENT OF THE ISSUE:

Upstream Point Molate, LLC recently exercised its right to terminate the Point Molate Remediation Agreement between Upstream and the City of Richmond for the performance of environmental and remediation services at the former Naval Fuel Depot Point Molate. Staff is requesting City Council approval to accept the assignment of the consulting services agreement with Terraphase Engineering, Inc. so that environmental and remediation services can continue without disruption.

RECOMMENDATION:

APPROVE an Assignment and Assumption Agreement with Upstream Point Molate, LLC for assignment of the Master Consulting Services Agreement with Terraphase Engineering, Inc. for the provision of environmental services at Point Molate.

FINANCIAL IMPACT OF RECOMMENDATION:

There is no financial impact to the City's General Fund. Expenditures related to the provision of environmental and remediation services at Point Molate are funded from the initial deposit of $28,500,000 by the Department of the Navy that is currently held in an escrow account pursuant to the Early Transfer Cooperative Agreement (2008) between the Navy and the City.

DISCUSSION

The City and the Department of the Navy (Navy) entered into an Early Transfer Cooperative Agreement (ETCA) in September 2008, pursuant to which the City agreed to assume responsibility for obtaining Regulatory Closure (as defined in the ETCA) at the former Naval Fuel Depot Point Molate.

12.A.3.1

Upstream and the City entered into a Point Molate Remediation Agreement dated September 2, 2008 (Remediation Agreement) pursuant to which Upstream agreed to perform and cause the performance of the environmental services on behalf of the City. In turn, Upstream and Terraphase Engineering, Inc. entered into a Master Consulting Services Agreement dated October 1, 2010 for the provision and management of environmental services on behalf of Upstream.

Upstream recently terminated the Remediation Agreement pursuant to a termination letter dated June 10, 2013. In order for environmental and remediation services to continue without disruption, in light of Upstream's termination of the Remediation Agreement, the City Manager's Office seeks City Council approval to accept from Upstream the assignment of the rights and related obligations of Upstream with respect to the Terraphase contract. This assignment would release Upstream from all obligations in connection with the Terraphase contract.

DOCUMENTS ATTACHED:

Attachment 1 – Assignment and Assumption Agreement
Attachment 2 – Master Consulting Services Agreement

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assignment") is entered into as of July ____, 2013 by and between Upstream Point Molate LLC., a California limited liability company ("Assignor") and the City of Richmond, a municipal corporation and charter city ("Assignee").

RECITALS

A. Assignee and the United States of America, acting by and through the Naval Facilities Engineering Command, Department of the Navy ("Navy") entered into that certain Early Transfer Cooperative Agreement ("ETCA") in September 2008 pursuant to which Assignee agreed to assume responsibility for Environmental Services (as defined in the ETCA) at the former Naval Fuel Depot Point Molate ("NFD Point Molate").

B. Assignor and Assignee entered into that certain Point Molate Remediation Agreement dated September 2, 2008 ("Remediation Agreement") pursuant to which Assignor performed and caused the performance of Environmental Services on behalf of Assignee.

C. Assignor and Terraphase Engineering, Inc. entered into that certain Master Consulting Services Agreement dated October 1, 2010 ("Terraphase Contract") for the provision of Environmental Services on behalf of Assignor.

D. Assignor terminated the Remediation Agreement pursuant to that certain termination letter dated June 10, 2013. In light of said termination, Assignor desires to assign to Assignee, and Assignee desires to accept from Assignor, the assignment of the rights and related obligations of Assignor with respect to the Terraphase Contract. Assignee desires to release Assignor from all obligations in connection with such assignments.

E. Capitalized terms not otherwise defined herein shall have the meanings given to them in the Remediation Agreement.

ASSIGNMENT AND ASSUMPTION

NOW, THEREFORE, Assignor and Assignee hereby agree as provided below.

1. Recitals. The defined terms of the foregoing Recitals are a substantive part of this Assignment.

2. Assignment. Assignor hereby sells, assigns, transfers, sets over, delivers and conveys to Assignee all of Assignor's rights, title, interests and obligations in the Terraphase Contract and any and all supplemental agreements, operating agreements, contracts or other agreements related to the same and any and all modifications, amendments, renewals and extensions thereof.

3. Acceptance of Assignment. Assignee hereby accepts the assignments and hereby assumes, agrees, and undertakes to perform all of the obligations, covenants, and agreements of

Assignor in the Terraphase Contract. Any reference to Assignor in the Terraphase Contract shall be deemed a reference to Assignee.

4. Release of Assignor. Assignee releases Assignor from all obligations imposed under the Terraphase Contract.

5. Representations.

(a) Assignor hereby represents and warrants that it has not previously assigned, pledged, hypothecated or otherwise transferred any of its rights under the Terraphase Contract.

(b) The execution and the delivery of this Assignment will not violate any law or agreement governing Assignor or to which Assignor is a party.

6. Assignee Consent. Assignee hereby consents to the assignment to and assumption of Assignor's rights, interests and obligations in the Terraphase Contract.

7. California Law. This Assignment shall be governed by and interpreted in accordance with the laws of the State of California, without regard to its choice of law rules. This Assignment made in Contra Costa County, California, and any action relating to this Assignment shall be instituted and prosecuted in the courts of Contra Costa County, California.

8. Invalidity. Any provision of this Assignment which is determined by a court to be invalid or unenforceable shall be deemed severed herefrom, and the remaining provisions shall remain in full force and effect as if the invalid or unenforceable provision had not been a part hereof.

9. Headings. The headings used in this Assignment are for convenience only and shall be disregarded in interpreting the substantive provisions of this Assignment.

10. Interpretation. The terms and conditions of this Assignment are the result of arms'-length negotiations between and among sophisticated parties and the rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not apply to the interpretation of this Assignment.

11. No Third-Party Beneficiaries. Nothing in this Assignment, whether express or implied, shall be construed to give any person or entity (other than Assignor and Assignee and their respective successors and assigns) any legal or equitable right, remedy or claim under or in respect of this Assignment or any covenants, conditions or provisions contained herein.

12. Further Assurances. From and after the date of this Assignment, Assignor and Assignee agree to do such things, perform such acts, and make, execute, acknowledge and deliver such documents as may be reasonably necessary or proper and usual to complete the transactions contemplated by this Assignment and to carry out the purpose of this Assignment in accordance with this Assignment.

13. Amendments. This Assignment constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration of or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

14. Counterparts. This Assignment may be signed in counterparts, each of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Assignment and Assumption Agreement has been duly executed as of the date first written above.

ASSIGNOR:

UPSTREAM POINT MOLATE LLC.,
a California limited liability company

By: _____

Name:

Title:

ASSIGNEE:

CITY OF RICHMOND,
a municipal corporation and charter city

By: _____

Name:

Title:

ATTEST:

_____

City Clerk

REVIEWED BY:

_____

City Attorney

12.A.3.5

12.A.3.6

MASTER CONSULTING SERVICES AGREEMENT
GENERAL TERMS AND CONDITIONS

Effective Date of Agreement: **October 1, 2010**

This Agreement is entered into by and between:

Upstream:	**Upstream Point Molate LLC ("Upstream")**
Address:	**1900 Powell Street, 12th Floor**
City, State Zip:	**Emeryville, CA 94608**
Attention:	**Jim Levine**
Phone/Fax Number:	**510 596-9501**

And

Consultant:	**Terraphase Engineering Inc. ("Terraphase")**
Corporate Address:	**414 13th Street, Suite 400**
City, State Zip:	**Oakland, California 94612**
Attention:	**William Carson**
Phone/Fax Number:	**510 645-1850**

These General Terms and Conditions, Work Orders and any addenda thereto (the "Agreement") constitute the entire agreement between Upstream and Terraphase and supersede all prior or contemporaneous communications, representations, or agreements, whether oral or written, with respect to the subject matter. and has been induced by no representations, statements, or agreements other than those herein expressed. No agreement hereafter made between the parties will be binding on either party unless reduced to writing and signed by an authorized officer. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Agreement.

This Agreement is effective as of the day and year first above written and duly executed by authorized representatives of Upstream and Terraphase.

For Upstream:	***For Terraphase:***
signature	*signature*
James D. Levine	William Carson PE (CA 0735)
printed name	*printed name*
Manager	President
title	*title*
11/22/10	11/22/2010
date	*date*

12.A.3.7

GENERAL TERMS AND CONDITIONS

1. SERVICES.

Terraphase Engineering Inc. ("Terraphase") agrees to perform the services for Upstream Point Molate LLC ("Upstream") that are described in one or more Proposals which, upon written acceptance of Upstream, will become "Work Orders" issued pursuant to this Agreement ("Services"). Each Work Order will consist of a proposal specifying the Scope of Work, Estimated Budget/Rates and Schedule ("Proposal"). Consultant will initiate the Services upon receipt of Upstream's approved and accepted Proposal/Work Order. All Work Orders (written or otherwise) are acknowledged to be incorporated into and made a part of this Agreement. It is understood and agreed by the parties that certain conditions may arise in which it is to the mutual benefit of the parties that Terraphase initiate Services based upon verbal authorization provided by Upstream. In such cases, Terraphase agrees to commence such verbally authorized Services and Upstream agrees to compensate Consultant accordingly. Terraphase will prepare a Change Order for execution by the Parties, as soon as reasonably possible thereafter.

2. ADDITIONAL SERVICES.

2.1 All services that are not specifically included in, or reasonably inferred to be included in, the Services will be considered Additional Services. Upon request of Upstream, or discovery by Terraphase of changed or latent conditions affecting the cost and/or scope of the Services, Terraphase will prepare a written proposal for such Additional Services which, upon written acceptance of Upstream, will be considered a change order ("Change Order") under this Agreement.

2.2 In the event of an emergency, or when it is impractical for the parties to negotiate a Change Order in advance, Terraphase agrees to perform verbally authorized Additional Services and Upstream agrees to compensate Terraphase accordingly. Terraphase will prepare a Change Order for execution by the Parties, as soon as reasonably possible thereafter. All Additional Services verbally authorized by Upstream will be governed by the terms of this Agreement.

2.3 Responding to, or complying with, subpoenas, depositions, testimony, or document retrieval related to the Services will be considered Additional Services provided that such litigation is unrelated to Terraphase's indemnity hereunder.

3. COMPENSATION FOR SERVICES.

Upstream agrees to compensate Terraphase in accordance with the Proposal(s) which may be on a lump sum, fixed unit or time and materials basis depending upon the nature of the Services and the information reasonably available to Terraphase at the time the Proposal is prepared. The Parties understand and agree that Terraphase's work under this contract is being paid directly by Navy Early Transfer funds, and that Terraphase's work (including invoicing) will be consistent with the terms and conditions of that funding. Except for lump sum pricing, Terraphase's proposed price is its reasonable best estimate of the cost to perform the Services based upon information generally available to Terraphase at the time the Proposal is prepared. It is understood, however, that circumstances or conditions may arise during the performance of the Services that affect the project price which could not have reasonably been expected or foreseen despite the exercise of due care. As such, the term "not-to-exceed" in other than a lump sum Proposal is not intended to be a firm price. Terraphase will notify Upstream in the event that Terraphase anticipates the actual project cost will exceed its time and materials estimate. Thereafter the parties shall enter into a mutually acceptable Change Order. For verbally authorized Services or litigation response Services as described above, Upstream agrees to compensate Terraphase at the rates outlined in this Agreement. Terraphase may adjust its hourly rates at the beginning of each calendar year in accordance with the terms of this Agreement.

4. INVOICES AND PAYMENT TERMS.

Invoices will be submitted to Upstream every thirty (30) calendar days for Services set forth in the Proposal and any Change Order(s). Lump sum will be billed as percentage complete during the billing period. Payment in full is due within 30 days of receipt of Terraphase's invoice. If Upstream objects to all or any portion of the invoice, Upstream will notify Terraphase within ten *(10)* business days from the date of receipt of invoice and must promptly pay the undisputed portion of the invoice. The parties will immediately make every effort to settle the disputed portion of the invoice. Once Upstream approves an invoice, Upstream will submit the invoice to the City of Richmond for payment from the Navy Escrow account, and Upstream will use reasonable efforts to cause the City to process the invoices within the agreed upon time frame. Interest at the lesser of one percent (1.0%) per month or the highest legally permissible rate, will be applied to the outstanding balance for accounts not paid within sixty (60) calendar days from receipt of invoice. The interest shall accrue from the date these amounts were originally due. Upstream agrees to pay all costs incurred in the collection of any delinquent amount, including reasonable attorney fees. Any payments received will first be applied to any costs incurred in collection, then any interest owing, then the principal. Terraphase may suspend services should Upstream fail to pay any undisputed invoices when payment is 60 days late upon reasonable notice to Upstream. Terraphase shall not be liable for any costs or damages that my result from any such suspension due to nonpayment. Terraphase will resume services upon payment in full of all late invoices. Upon resumption of services the time schedule and compensation will be equitably adjusted to reflect any delay or additional costs caused by the suspension of Services.

12.A.3.8

5. STANDARD OF CARE.

Terraphase will perform the Services in a professional manner with the level of skill and care normally exercised by other members of its profession under like conditions and geographical locations. Terraphase will use reasonable care to comply with applicable federal, state, local laws, ordinances, and/or regulations. No warranty or guaranty is expressed or implied, and no other provision of this Agreement, or in any Proposal, report or other work product, will impose any liability upon Terraphase in excess of this standard of care.

6. INDEMNITY.

6.1 Each party will defend, indemnify and hold harmless each other and their agents and employees, from and against any claim, cost, expense, damages, fines, losses, or liability, including reasonable attorneys' fees, attributable to bodily injury, sickness, disease or death, or damage, loss or destruction of property (including loss of use thereof), caused by, arising out of, resulting from or occurring in connection with the negligence or willful misconduct by that party, its subcontractors, agents, or employees, to the extent caused by the indemnifying party's fault. The prevailing party shall be reimbursed by the non-prevailing party for all costs (including attorney's fees) incurred by the prevailing party in enforcing or securing performance of any of the provisions of this Agreement.

6.2 Upstream agrees that Terraphase has not created nor contributed to the creation or existence of any Hazardous Substances (including, but not limited to any solid, liquid, or gaseous material that poses potential harm to human health or environmental quality or otherwise is so identified by any federal, state or local law or regulation) at or related to the site or in connection with or related to this Agreement or any Services. The compensation to be paid Terraphase for the Services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such Hazardous Substances. Therefore, Upstream shall defend, indemnify, and hold Terraphase, its officers, directors, employees, agents, and subcontractors, harmless from and against any and all claims, damages, fines, losses, and expenses, whether direct, indirect, or consequential, including but not limited to attorney's fees and court costs, arising out of, or resulting from the threatened or actual release of existing Hazardous Substances ("Release"), except to the extent that such Release is caused by the sole negligence or willful misconduct of Terraphase and/or its subcontractors. Nothing contained within this Agreement shall be construed or interpreted as requiring Terraphase to assume the status of a generator, arranger, transporter or as a storage, treatment or disposal facility as those terms appear within applicable law. Upstream may request Terraphase to provide options for possible disposal sites for Upstream's use; however, Upstream acknowledges that as the "Generator" of such materials, it will select the site for treatment or disposal of its Hazardous Substances and will be solely responsible therefore. Arrangements for the treatment, storage, transport, or disposal of any Hazardous Substances, made by Terraphase, are acknowledged as being made at the direction of the Upstream/Generator, solely and exclusively on Upstream/Generator's behalf and benefit.

7. INSURANCE.

Terraphase will maintain statutory Workers' Compensation Insurance: and General Liability, Automobile Liability and Professional Liability/Contractors' Pollution Liability with minimum policy limits of $2,000,000. This insurance amount will be increased, if requested by Upstream and/or the City of Richmond. Terraphase will name Upstream and the City of Richmond as additional insureds on its General Liability, Automobile Liability and Contractors Pollution Liability policies.

8. LIABILITY.

8.1 Upstream recognizes that Terraphase has not, and cannot, reasonably compute the cost of unlimited liability into its compensation and that Upstream benefits by the exclusion of such costs in Terraphase's rates. Therefore, in consideration of the mutual benefits received by both parties, it is understood and agreed the liability associated with this Agreement will be proportionately distributed between the parties. Upstream and Terraphase further agree that the sole liability of Terraphase, and any of its affiliates (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any and all claims in any manner related to this Agreement, including the Services covered by this Agreement, shall be the payment of direct damages. These damages shall in no event (in the aggregate) exceed the fees received by Terraphase under this Agreement with respect to the specific Services involved, or applicable insurance limits specified herein, whichever is greater.

8.2 In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including, but not limited to, business interruption, lost business, lost profits, or lost savings) even if it has been advised of their possible existence. The allocations of liability in this Section are the agreed and bargained-for understanding of the parties, and Terraphase's compensation for the Services reflects these allocations.

9. CONFIDENTIALITY.

9.1 Terraphase will retain as confidential all information, including but not limited to Upstream's intellectual property and data, delivered to it by Upstream ("Confidential Information") as specifically requested. All written Confidential Information will be clearly labeled by Upstream as such, or for verbal information, identified as Confidential Information at the time of disclosure, shall be reduced to writing within twenty (20) days of disclosure to Terraphase. Confidential Information may be disclosed to Terraphase's employees, subcontractors, legal advisors or insurers to the extent such parties have a) the need to know in order to

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complete Terraphase's obligations under this Agreement and b) agreed to be bound to these provisions of confidentiality. However, nothing herein is meant to preclude Terraphase from disclosing and/or otherwise using Confidential Information when it is: a) known to Terraphase before being obtained from Upstream; or b) generally available to the public through no fault of Terraphase; c) obtained from a third party who is not under any obligation of confidentiality to the Upstream; or d) disclosed following release by Upstream.

9.2 Terraphase and Upstream understand and agree that, consistent with its professional responsibilities and applicable law, Terraphase may be obligated to take action to protect public health, safety, or the environment, or to disclose to government regulatory agencies environmental conditions which are discovered during the course of providing Services under this agreement. Terraphase will notify Upstream prior to taking such action or disclosing such conditions to any government regulatory agency, if possible and legally permissible; except Terraphase will not be required to provide advance notice to Upstream if the time necessary to provide such notice may result in, or increase the risk of imminent harm, to person, property, or the environment, or may render Terraphase criminally or civilly liable under applicable law.

9.3 THIRD PARTY INFORMATION. Terraphase is entitled to reasonably rely on the completeness and accuracy of any and all information prepared or provided by third parties or Upstream. Upstream will defend and indemnify Terraphase with respect to claims arising from Terraphase's reasonable reliance upon third party information as set forth herein.

10. ENVIRONMENTAL SITE ASSESSMENTS.

Terraphase will perform environmental site assessment Services in accordance with generally accepted industry practices. Upstream recognizes, however, that such assessments are intended for the purpose of determining the potential for contamination through limited research and investigative activities and in no way represent a conclusive or complete site characterization. Upstream understands that site conditions may vary from the locations at which data is collected and statistical interpretation is commensurate with availability of the data and extent of the Services activities. It is understood and agreed, therefore, that Terraphase does not provide any guarantees, certifications, or warranties that a property is free from environmental contamination.

11. REPORTS AND RELIANCE.

All reports ("Reports") prepared by Terraphase pursuant to this Agreement shall be instruments of professional service. Such Reports are expressly prepared for the sole and exclusive use of Upstream, and the City of Richmond. The Parties understand that Phase I Site Assessment reports may not be fully applicable for use more than 180 days after their issuance, in accordance with the American Society for Testing and Materials' (ASTM's) "Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process" ASTM Designation E 1527-00 dated May 10, 2000, ASTM's "Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process" ASTM Designation E 1527-05 dated November 1, 2005, and/or the Code of Federal Regulations (CFR) 40 CFR Part 312 "Standards and Practices for All Appropriate Inquiries: Final Rule" dated November 1, 2005. After 180 days and prior to using the information contained herein, Any Report(s) should be updated in accordance with ASTM Standards and Federal regulations. Reports may not be modified or used by any other third party without Terraphase's advance written consent. Reuse of Terraphase's Reports for other than their intended purpose, or if modified or in any way utilized, or transmitted to any unauthorized third party, shall be at user's sole risk.

12. FORCE MAJEURE.

Terraphase shall not be liable to Upstream(s) or any other party for delays in performing the Services or for the direct or indirect cost resulting from such delays that may result from strikes, riots, war, terrorism, acts of governmental authorities, extraordinary weather conditions or other natural catastrophe, or any other cause beyond the reasonable control of Terraphase.

13. TERMINATION.

13.1 Upstream or Terraphase may terminate this Agreement for cause upon ten (10) business days advance written notice should the other party fail to substantially perform in accordance terms and conditions as set forth herein. The noticed party will have ten (10) business days following date of the notice to cure its default to the reasonable satisfaction of the other party. In the event of Terraphase's default, Terraphase will be paid for all services satisfactorily performed. Should Terraphase terminate this Agreement for Upstream's default, Terraphase will be paid for all Services satisfactorily performed prior to such notice of termination plus any reasonable and necessary costs incurred by Terraphase as a result of such termination.

13.2 Upstream may, at its discretion, upon five (5) business days advance written notice to Terraphase, terminate or suspend all or any portion of the Services for convenience. Upon receipt of a notice of termination or suspension, Terraphase will discontinue Services to the extent they relate to the suspended portions of the Services. Upstream will pay Terraphase for the Services completed to the date of the termination or suspension plus any reasonable and necessary costs incurred by Terraphase as a result thereof.

13.3 This Agreement shall terminate, without notice, (i) upon the institution by or against either party of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of either party's debts, (ii) upon either party making an assignment for the benefit of creditors, or (iii) upon either party's dissolution or ceasing to do business. Upon 15 days

12.A.3.10

notice, Terraphase may terminate this Agreement in its sole discretion if any payment is not paid when due, there is a material change in Upstream's financial condition, initiates any liquidation of all or part of its assets or substantially fails to comply with its obligations under this Agreement.

14. ALTERNATIVE DISPUTE RESOLUTION.

Unless otherwise mutually agreed by the parties, and except for applications for extraordinary or provisional remedies such as injunctive relief or specific performance, any unresolved claim, dispute or other matters in question between the parties will be resolved as follows: a) authorized senior representatives of Upstream and Terraphase will meet and attempt in good faith to resolve the controversy or claim; and, if unsuccessful, b) participate in nonbinding mediation; and, if unsuccessful, c) submit the dispute to binding arbitration or other mutually acceptable binding alternative dispute resolution process. The substantially prevailing party in any arbitration will be entitled to recover any and all associated fees including reasonable attorneys' fees and costs. It is understood and agreed by the parties hereto that consequential, punitive damages or provisional relief cannot be awarded to either party under such alternative dispute resolution. Despite any statute to the contrary, any claim arising from or related to this Agreement (whether contract, tort or both) shall be noticed to the other party within two (2) years after it is discovered. The provisions of this section shall not apply to claims involving third parties or when Terraphase's insurer is assuming the defense and settlement thereof.

15. ASSIGNMENT.

This Agreement shall not be assigned by either party without advance written approval of the other party, which shall not be unreasonably withheld. In the event this Agreement is assigned, the party to whom the assignment is made will assume all of the obligations, duties and rights to the same extent as the party making the assignment.

16. NO WAIVER.

The failure of either party to insist on strict performance of any term hereunder will not be deemed as a waiver of any rights or remedies that such party may have for any subsequent breach, default, or non-performance or either party's right to insist on strict performance of this Agreement. No waiver is valid unless set forth in writing signed by the waiving party.

17. NOTICES.

All notices required to be given or made pursuant to any provision of this Agreement Routine will be directed to Terraphase's Project Manager, Terraphase corporate headquarters and Upstream's representative as designated by the means and in the format mutually acceptable to the parties.

18. ENTIRE AGREEMENT.

These General Terms and Conditions, Proposals and any addenda thereto (the "Agreement") constitute the entire agreement between Upstream and Terraphase and supersede all prior or contemporaneous communications, representations, or agreements, whether oral or written, with respect to the subject matter. Upstream acknowledges that it is entering into this Agreement solely on the basis of the agreements and representations contained in this Agreement, and that it has not relied upon any representations, warranties, promises, or inducements of any kind, whether oral or written, from any source, other than those that are expressly contained within this Agreement. No agreement hereafter made between the parties will be binding on either party unless reduced to writing and signed by an authorized officer. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Agreement.

19. SEVERABILITY.

If a court or an arbitrator of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected.

20. GOVERNING LAW/VENUE

This Agreement shall be governed exclusively by the laws of the State of California regardless of its conflict of laws provisions. Any litigation or any claim in any forum shall be heard exclusively in Alameda County, California.

21. SURVIVAL

The above terms and conditions regarding compensation, limitation of liability, indemnification and dispute resolution shall survive the completion or termination of the Services under this Agreement.

22. *FIELD TERMS* AND *CONDITIONS*

22.1 SITE ACCESS. Upstream grants Terraphase, its employees and subcontractors, the right of entry to the project property to perform the Services. In the event the Services must be performed on property not owned by Upstream, Upstream will directly obtain access authorizations from the owner or occupant of the property granting right of entry to Terraphase. Terrapahse may, at Upstream's request, assist Upstream in securing access to property not owned by Upstream; however, all written access

12.A.3.11

agreements will be in the name of Upstream. Terraphase's site access support services will be considered Additional Services if not included in the Proposal.

22.2 SAFETY. Terraphase will perform its Services in a safe manner and use reasonable care to comply with all applicable state and federal OSHA regulations Terraphase's safety responsibilities, however, are limited solely to the activities of Terraphase, its employees, and subcontractors. Neither the professional activities nor the presence of Terraphase or its employees or subcontractors will be deemed to control the operations of any others.

22.3 UTILITIES AND SUBSURFACE CONDITIONS. Terraphase shall not be liable for: (i) damage or injury to any subterranean structures (including, but not limited to, utilities, mains, pipes, tanks, and telephone cables) or any existing subterranean conditions; or the consequences of such damage or injury, if (with respect to this clause (i)) such structures or conditions were unknown and were not identified or shown, or were incorrectly shown, in information or on plans furnished to or obtained by Terraphase in connection with the Services; (ii) concealed conditions encountered in the performance of the Services; (iii) concealed or unknown conditions in an existing structure at variance with the conditions indicated by the Scope of Services or Work Authorization; or (iv) unknown physical conditions below the surface of the ground that differ materially from those ordinarily encountered and are generally recognized as inherent in work of the character provided under this Agreement. Upstream shall provide to Terraphase all plans, maps, drawing and other documents identifying the location of any subterranean structures on the Site. Prior to location of any drilling or excavation below the ground surface, Terraphase shall obtain the concurrence of the Upstream as to the location for such drilling or excavation. Should: (i) concealed conditions be encountered in the performance of the Services; (ii) concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Scope of Services or Work Authorization; or (iii) unknown physical conditions below the surface of the ground differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided under this Agreement; then the amount of this Agreement and/or time for performance shall be equitably adjusted by change order upon timely notice.

22.4 ASBESTOS AND MOLD INVESTIGATIONS. Upstream acknowledges the act of sampling suspect asbestos-containing materials or mold may affect, alter, or damage mechanical equipment and/or building components at, in, or upon the site. Terraphase shall exercise due care when sampling but will not be liable for any effect, alteration or damage arising out of the act of sampling. TERRAPHASE will exercise reasonable efforts to limit damage to the site. The cost of restoration of the site because of any such damage has not been calculated or included in Terraphase's fees.

23. SCHEDULE OF CHARGES. Terraphase proposes to complete work orders and change orders on a time-and-materials basis using the attached labor rates and a handling fee of 10% for direct expenses, 6% for subcontractors, and an annual labor escalation of 3.5% to be applied annually thereafter from the date of execution of this agreement.

12.4.3.12

terraphase engineering

2010 Upstream Point Molate LLC Labor Rates

Labor Classification	Standard Rate	Discount Rate for Project
Principal Engineer/Scientist	$200	$180
Associate Engineer/Scientist	$180	$162
Project Manager – William Carson	$200	$162
Senior Professional Engineer/Scientist	$160	$144
Professional Engineer/Scientist	$140	$126
Senior Staff Engineer/Scientist	$120	$108
Staff 2 Engineer/Scientist	$105	$94.50
Staff 1 Engineer/Scientist	$90	$81
Technician 2	$100	$90
Technician 1	$65	$58.50
Administrator	$75	$67.5

Labor Charges

All time will be recorded and charged to nearest 0.1 hour. Expert testimony at trials, hearings and depositions will be billed at 150% of the standard hourly rate. Preparatory time will be billed at standard rates.

Expenses

Subcontractor fees and other direct costs, such as air travel, project supplies and rental equipment, etc. will be itemized and billed at our cost plus handling charge as specified in the Master Services Agreement. Vehicle mileage when itemized is billed at the standard government rate in effect at the time of travel. (www.gsa.gov/mileage).

Payment Address

Payment is to be mailed to Terraphase Engineering Inc., 414 13th Street, Suite 400, Oakland CA 94612.

12.4.3.13

12.A.3.14

CALIFORNIA
Water Boards

EDMUND G. BROWN JR.
GOVERNOR

MATTHEW RODRIQUEZ
SECRETARY FOR
ENVIRONMENTAL PROTECTION

San Francisco Bay Regional Water Quality Control Board

August 5, 2013
ECM# T0609592138(GVL)

City of Richmond
Attn.: Mr. Carlos Privat
450 Civic Center Plaza, Suite 300
Richmond, California 94804

Carlos_privat@ci.richmond.ca.us

SUBJECT: Deadline for Submittal of Final Feasibility Study/Remedial Action Plan, IR Site-3, Former Naval Fuel Depot, Point Molate, Richmond, Contra Costa County

Dear Mr. Privat:

This letter responds to your July 18, 2013, request to delay submittal of the Final Feasibility Study/Remedial Action Plan (FS/RAP) for IR Site-3 at the Former Naval Fuel Depot, Point Molate. As explained below, I concur with your request.

Task 3a of Board Order No. R2-2011-0087 (Order) required submittal of the FS/RAP, acceptable to the Executive Officer, by May 4, 2012. While we did receive a draft FS/RAP submittal on December 19, 2011, that document was not acceptable, and we requested by letter dated February 17, 2012, that you revise the report in consideration of our comments. Your July 18, 2013, request to delay, as well as what was described in a July 10, 2013, meeting with you, satisfactorily explains the reasons for the delay. The delays are related to exploring if thermal treatment can be considered as part of the remedy for IR Site-3. The delay will subsequently cause a delay in compliance with Task 3b, which is the remedial action completion report to be submitted after implementation of the FS/RAP. Task 3b is currently due on February 3, 2014, pursuant to the Order.

Your request states that the Revised Draft Final FS/RAP will be submitted on December 1, 2013, for our final review, and the finalized document will be submitted on February 28, 2014. Assuming a prompt completion of all work pursuant to that FS/RAP, the draft completion report will be expected on May 1, 2015, for comment and shall be finalized by June 30, 2015, as proposed in your letter. We cannot change the original Board-adopted due dates presented in the Order without amending the Order at a future Board hearing. However, we do agree to not pursue enforcement for late reporting provided the proposed revised due dates summarized below are not exceeded. The due dates are as follows:

- IR Site-3 Draft Final FS/RAP by **December 1, 2013;**
- IR Site-3 Final FS/RAP by **February 28, 2014;**
- IR Site-3 Draft Completion Report by **May 1, 2015;** and
- IR Site-3 Final Completion Report by **June 30, 2015**.

If you have any questions, please contact George V. Leyva of my staff at (510) 622-2379 [e-mail gleyva@waterboards.ca.gov].

Sincerely,

Digitally signed by Bruce H. Wolfe
Date: 2013.08.05 11:29:09 -07'00'

Bruce H. Wolfe
Executive Officer

cc: Mailing List

Terraphase Engineering
Attn.: Bill Carson
william.carson@terraphase.com

Joan Garrett
PMCAC Chair
joan@vbsi.com

12.A.4.2

CITY ATTORNEY

BRUCE REED GOODMILLER

July 18, 2013

Mr. George Leyva, P.G.
Ground Water Protection Division
San Francisco Bay Regional Water Quality Control Board
1515 Clay Street, Suite 1400
Oakland, California 94612

Subject: Extension Request for RWQCB Order No. R2-2011-0087 for Tasks related to IR Site 3, Point Molate, Richmond, California

Dear Mr. Leyva,

This follows-up on my letter to you dated June 13, 2013, requesting an extension of time to complete several tasks set forth in RWQCB Order No. R2-2011-0087 (the "Order"). The City of Richmond ("City") is a named discharger on the Order. Per Task 3a of the Order, submittal and acceptance of the Feasibility Study and Remedial Action Plan (FS/RAP) for IR Site 3 was due on May 4, 2012; and per Task 3b of the Order, submittal and acceptance of the Remedial Action Completion Report for IR Site 3 is due on February 3, 2014.

As we discussed at length on July 10, 2013, the City is considering using thermal desorption at IR Site 3. Accordingly, we propose to revise the schedule of submittals to meet the Order requirements as follows:

1. Task 3a - Submit a Revised Preliminary Draft FS/RAP to the RWQCB on or before December 1, 2013. Address and submit a Draft FS/RAP acceptable to the RWQCB and ready for public comment on or before February 28, 2014. We will strive to meet this deadline, but it is contingent on receiving RWQCB comments on the revised draft by January 31, 2014.

2. Task 3b - Submit a Preliminary Draft Implementation Report on May 1, 2015 for RWQCB review. Address RWQCB comment and submit Final Implementation Report on or before June 30, 2015. We will strive to meet this deadline, but it is contingent on receiving RWQCB comments on the preliminary draft by May 31, 2015.

450 Civic Center Plaza, P.O. Box 4046, Richmond, CA 94804-1630
Telephone: (510) 620-6509 Fax: (510) 620-6518 www.ci.richmond.ca.us 12.A.4.3

Again, we appreciate the willingness of the RWQCB and its staff to work with the City to achieve a final resolution in this matter.

Please feel free to contact me directly if you have any questions.

Sincerely,

Carlos A. Privat
Assistant City Attorney

Copy to: William Lindsay, Richmond City Manager
Bruce Reed Goodmiller, Richmond City Attorney
Jim Levine, Upstream
William Carson, P.E., Terraphase
Terry Seward, P.E., RWQCB
David Elias, P.G., RWQCB

12.A.4.3