

CITY OF RICHMOND
Pt. Molate Community Advisory Committee
Monday, July 21, 2014 6:30 PM
Multi-Purpose Room, 440 Civic Center Plaza

Members:

Paul Carman
Chair

Joan Garrett

Dorothy Gilbert

Jim Hite

Jeanne Kortz

Eduardo Martinez

Joseph Puleo

Charles T. Smith

Mary H. Sundance
Vice-Chair

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.
6. **Open Forum** (3 minutes per person limit)
7. **Presentations, Discussion & Action Items** (50 min.)
 - a. Presentation: Oyster Reef Project, The Watershed Project (10 min.), Christopher Lim, Living Shoreline Program Manager. Q&A (5 min.)
 - b. Review: IR Site 3 Remediation and Abatement Project Bid Responses (15 min.), Craig K. Murray, Pt. Molate Project Manager; William Carson, Terraphase. Q&A (5 min.)
 - c. Review Staff Report RE: Contract Award for IR Site 3 Remediation and Abatement to be presented to City Council (10 min.) Murray. Q&A (5 min.)
8. **Staff Reports** (10 min.)
Following discussion of each item, the Committee may vote to make recommendations to staff or to the City Council.
 - a. Project Manager's Staff Report (10 min.) – including
 1. Expenditures and balance from the Navy Escrow Fund
 2. Expenditures and balance from the General Fund
 3. Insurance Reporting filings
 4. Lease/occupation status for all Pt Molate users
 5. Monthly summary of security incidents
 6. Monthly summary of authorized entries
 7. Caretaker summary
 8. Beach Park
 9. IR Site 3 Remediation and Abatement Project Bid

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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 June 16, 2014

10. PMCAC Quarterly Report to City Council (5 min.)

- a. APPROVE – PMCAC Annual Report to City Council (10 min.)Joan Garrett Q&A (5 min.)

11. Future Agenda Items (5 min.)

- a. Code Enforcement Presentation

12. City Council Liaison Reports (12 min.)

- a. Report by Councilmember/Mayor McLaughlin regarding recent issues in Richmond relevant to the Advisory Committee. (10 min.)
b. PMCAC appointment status – TBD (2 min.)

13. Chair and Sub-Committee Reports (17 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 (3 min.)
1. ACE filings for April 2013 to present
2. Monthly Report for May 2014
- b. Community Outreach (3 min.)
1. Review of previous month's activities and plans for next month
2. Review of schedule for Neighborhood Council, Sr. Center presentations
- c. Grant Development (2 min.)
1. Grant App. Status
- d. Pt. Molate Beach (5 min.)
1.
- e. Invasive Species (2 min.)
1.
- f. Chair (2 min.)
1. Identification of pending schedule conflicts

14. Adjournment of PMCAC regular meeting

15. Assemblage of PMCAC Standing Sub-Committees

Scheduled Meetings

Committee Meeting - Monday, August 18, 2014, 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

PMCAC Repository Information is available at: <https://docs.google.com/open?id=0B9WXrZeb-72MzVkJkZWO1ZDQ0tNW1wNC00ZjE4LTgxYjctOTQvMDk4Y2FjNDYw>



AGENDA REPORT

Engineering Services Department

DATE: July 29, 2014

TO: Mayor McLaughlin and Members of the City Council

FROM: Chad Davisson, Interim Engineering Services Director (620-5486)
Craig Murray, Development Project Manager II (307-8188)

SUBJECT: Proposed Contract with Pacific States Environmental Contractors, Inc. for Environmental Remediation and Abatement Services for Installation Restoration Site 3, Pt. Molate

STATEMENT OF THE ISSUE:

Remediation and abatement of contaminated soils is required at Installation Restoration (IR) Site 3, located at the City-owned former United States Naval Fuel Depot Pt. Molate. The remediation is to be performed pursuant to the California Regional Water Quality Control Board – San Francisco Bay Region (RWQCB) – Order No. R2-2011-0087. The Engineering Services Department solicited bids to complete this work in compliance with the RWQCB's approved final revised Feasibility Study/Remedial Action Plan (FS RAP) for IR Site 3 and project plans and specifications prepared pursuant to the FS RAP. Remediation is required pursuant to the FS RAP and the 2008 Early Transfer Cooperative Agreement between the City and the United States Navy and will allow the opportunity for future reuse of Pt. Molate.

RECOMMENDED ACTION:

APPROVE a Remediation and Abatement Agreement with Pacific States Environmental Contractors, Inc. (Pacific States) to provide remediation and abatement (Alternative 6) for the Pt. Molate former Naval Fuel Depot IR Site 3 in an amount not to exceed \$9,241,094.50, with a ten percent contingency in the amount of \$924,109.45 for a total approved amount of \$10,165,203.95 and for a term from August 2014 to August 2015, utilizing funds received through the 2008 Early Transfer and Cooperative Agreement (ETCA) with the United States Navy (This item is time sensitive and was not reviewed by the Finance Standing Committee).

FINANCIAL IMPACT:

The funding for the IR Site 3 Environmental Remediation and Abatement Project (Project) is

allocated from previously received ETCA funds in the amount of \$28,500,000. These funds were transferred from the United States Navy to the City of Richmond in 2008 and are held in escrow for remediation, abatement and monitoring of four sites, including IR Site 3, at the former Pt. Molate Naval Fuel Depot. The balance of the remediation fund is currently \$18,879,897.75.

Approval of the Remediation and Abatement Agreement does not require any payment obligation from the City's General Fund.

DISCUSSION:

In September 1995, former Naval Fuel Depot (NFD) Pt. Molate was identified and included as part of the Base Realignment and Closure Act IV (BRAC IV) program. Operational closure of the former NFD occurred in September 1998. The United States Navy transferred approximately 372 acres to the City in September 2003 and the remaining approximately 40 acres, including IR Site 3, transferred to the City in March 2010.

On September 8, 2008, the City entered into the Early Transfer Cooperative Agreement (ETCA) with the Navy for the environmental remediation of the former NFD Point Molate to satisfy the Site Clean-Up Requirements (SCRs) adopted by the San Francisco Regional Water Quality Control Board (RWQCB) pursuant to Order No. R2-2011-0087. The RWQCB Order requires the clean-up, maintenance and/or monitoring in the following areas: IR Site 1: Former Waste Disposal Area; IR Site 3: Treatment Pond Area; IR Site 4: Drum Lot 1 and Drum Lot 2/Building 87; and Large Hillside Underground Tanks.

Post closure monitoring is occurring on some of the 20 large 2-million gallon capacity hillside underground tanks. IR Site 1 is a closed landfill with long-term operations and maintenance requirements. IR Site 4 includes two former drum storage areas (Drum Lot 1 and Drum Lot 2) and the Quonset Hut structure (Building 87) next to the Beach Park. Remediation activities have been conducted at Drum Lot 2 and monitoring is ongoing. Additional clean-up and evaluation activities are required at each of these sites.

In April 2014, the RWQCB held a meeting for public review and comment on the draft Feasibility Study/Remedial Action Plan (FS RAP) for IR Site 3. IR Site 3 is the location of several former oily-waste and storm water treatment facilities found immediately west of Administration Building 6 and adjacent to the Building 1 brick structure known as Winehaven. The City is required to implement the final remedial action plan at this site per the RWQCB Order. This action will allow for development of Pt. Molate in the future. The FS RAP discusses in detail the selection of remedial alternatives. Significant input and review of proposed remediation and abatement technologies found in the FS RAP were also received from the City's Pt. Molate Community Advisory Committee (PMCAC).

In June, 2014, the RWQCB approved the final revised FS RAP for IR Site 3. [See attached RWQCB Approval of IR Site 3, Feasibility Study/Remedial Action Plan Former NFD Point Molate letter dated June 4, 2014] Pursuant to the RWQCB's approval letter, the draft remedial completion report for the IR Site 3 clean-up is due by May 1, 2015. In anticipation of approval, staff prepared and issued an Invitation for Bids on May 27, 2014 for the Project. The City sought firms that would submit proposals on three alternatives and two techniques. Each firm was allowed to develop any approach to treat and replace the contaminated soil with the effectively

treated soils, or to dispose of contaminated soils off-site appropriately and replace the soil with clean imported soils. Alternatives included FS RAP Alternatives 5b, 6 and 7. Alternative 5b includes a land-use restriction that only allows for multi-family re-use of the Site on a limited portion and left a RWQCB regulated waste management unit at the Site. Alternative 6 eliminates the waste management unit and allows for all residential re-uses except single family detached homes. Alternative 7 provides full unrestricted re-use of the Site. Staff and Terraphase Engineering (Terraphase) and Nichols Consulting Engineers (NCE) helped prepare the FS RAP and manage the IR Site 3 bid.

On May 27, 2014, the IR Site 3 Remediation and Abatement Project Bid was made directly available to those firms known to perform this work and utilizing the City's Bids Online centralized purchasing system. On June 11, 2014, a site job walk was conducted and approximately 50 representatives of various interested firms participated. On July 8, 2014, bids were received and read out loud by the Richmond City Clerk. Each of these contractors proposed to complete the project through off-site disposal of contaminated soils and replacement with clean import soils. No contractors chose to bid an alternate treatment technique. Three different reviews were conducted on each of the six bids received, including a quantitative analysis of each of the bids. Based on the attached quantitative analysis, as concerns Alternative 6, it was found that one bidder, Northstar, had mathematical errors in the approximate amount of \$2,500,000 that effectively moved them from a second to fifth position. Another bidder, AECOM, had an error in the approximate amount of \$50,000. [See attached Terraphase Bid Alternative Financial Analysis dated July 16, 2014] Pacific States was determined to have the lowest bid in each of the three Alternatives (5b, 6 and 7).

On July 14, 2014, a review team of representatives from Terraphase, NCE, Engineering Services and Public Works participated in a qualitative review of each proposal. An observer from the Finance Department's Purchasing Division was also present. The review team scored each firm's proposal in areas such as Technical Capability, Staff Technical Capability, Prompt Service, and Approach. All firms were found to meet the minimum threshold scores and to be capable of performing on this project; the firms were therefore determined to be responsible. The qualitative review was not used in the selection process beyond establishing whether or not a firm met the minimum qualification threshold.

A third review was performed by the Contract Compliance Officer on each of the six proposals. Four of the six firms were deemed ineligible due to non-compliance with RMC 2.65, Richmond's Ban the Box Ordinance and were therefore determined to be nonresponsive. The two firms in compliance included Magnus Corporation and Pacific States, with Pacific States deemed eligible to receive a 5% bid discount for each of the three bid alternatives pursuant to Section 2.50.070 of the Richmond Business Opportunity Ordinance. [See the attached Contract Compliance Project Bid Analysis dated July 15, 2014]

The Terraphase Bid Alternative Financial Analysis incorporated the lowest responsible bidder's prices into the overall Point Molate budget and compared these cost projections to the available funding in the ETCA escrow account for each alternative. This analysis shows that Alternative 7, while achieving the highest level of clean-up, would exceed the available funds by over \$4,000,000 by 2020, with a remaining environmental management obligation estimated to be approximately \$2,000,000. Cost projections show that both Alternatives 5b and 6 each will leave

approximately \$4,000,000 in the escrow account in 2020, with approximately \$3,000,000 and \$2,000,000 of remaining obligations in the years after 2020, respectively.

Alternative 6 by Pacific States in the amount of \$9,241,094.50 provides the highest level of clean-up for IR Site 3 and allows for the long term management of remaining environmental concerns at the Pt. Molate within the available escrow funds. Staff requests approval of the Remediation and Abatement Agreement in that amount with a ten percent contingency in the amount of \$924,109.45 for a total approved amount of \$10,165,203.95. The contingency will be used for amendments to the Remediation and Abatement Agreement approved and executed by the City Manager up to that amount.

It is anticipated that Pacific States will complete IR Site 3 remediation and abatement within one hundred and eighty (180) days from the issuance of a Notice to Proceed to them.

DOCUMENTS ATTACHED:

- Attachment 1 – Remediation and Abatement Agreement
- Attachment 2 – Contract Compliance Project Bid Analysis Memorandum
- Attachment 3 – Canvass of Bids
- Attachment 4 – Terraphase Bid Alternative Financial Analysis Memorandum
- Attachment 5 – RWQCB Approval of IR Site 3, Feasibility Study/Remedial Action Plan Former NFD Point Molate

Remediation and Abatement Agreement

City of Richmond IR Site 3 Remediation

ISSUED FOR BID
May 2014

7C A1 1

REMEDIATION AND ABATEMENT AGREEMENT

This Remediation and Abatement Agreement ("Agreement") is made and entered into this 29th day of July, 2014, by and between the City of Richmond, a municipal corporation and charter city ("City") and Pacific State Environmental Contractors, Inc., a California Corporation ("Contractor"), with reference to the following facts. The parties may be referred to in this Agreement individually as "Party" and collectively as the "Parties."

RECITALS

- A. City 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 City agreed to assume responsibility for Environmental Services (as defined in the ETCA) at the former Naval Fuel Depot Point Molate ("NFD Point Molate") on Areas Covered by Environmental Services ("ACES") (as defined in the ETCA) in consideration of payments by the Navy to City to partially fund the costs associated with such Environmental Services.
- B. The Navy transferred the NFD Point Molate to the City and City wishes to perform the Environmental Services pursuant to the ETCA.
- C. On May 27, 2014, the City circulated an Invitation for Bids seeking contractors willing to undertake the remediation and abatement at NFD Point Molate (the "Project").
- D. Contractor submitted the lowest responsive bid and has been determined to be responsible.
- E. City has retained the services of Terraphase Engineering and Nichols Consulting Engineers (together the "Consultant"), to provide consulting services in connection with the remediation of the hazardous materials located at NFD Point Molate.
- F. City now desires to contract with Contractor for the performance of the Project.

NOW THEREFORE, in consideration of the promises and agreements hereinafter set forth, and intending to be bound hereby, the Parties agree as follows:

ARTICLE I REMEDIATION AND ABATEMENT

Section 1.1 Contract Documents.

Project Specifications – including the Notice to Prospective Bidders, Invitation for Bids, Instructions to Bidders, Special Provisions, Description of Work, Construction Details (including all plans and specifications), and Proposal Package, along with any Requests for Information (RFI), responses to

RFI, and addenda issued prior to the deadline for submitting bids, and as outlined in the Scope of Work attached as Exhibit A, the Project Schedule attached as Exhibit B, and the Project Budget attached as Exhibit C (the "Proposal") – the Proposal, and this Agreement, constitute the "Contract Documents."

Section 1.2 Remediation and Abatement.

(a) Contractor shall furnish all labor, materials, methods, processes, implements, tools and machinery, within the time frames set in the Project Schedule [Exhibit B], and do all the things necessary for the proper completion of the work shown and described in Contract Documents.

(b) The date of commencement of the Project work shall be the date that is stated in a notice to proceed (the "Notice to Proceed") issued by City to Contractor (the "Commencement Date"). Contractor shall diligently prosecute the Project work to completion and shall complete the work not later than one hundred and eighty (180) days from the Commencement Date (the "Contract Time") pursuant to the Project Schedule [Exhibit B].

(c) Time is of the essence in the performance of all obligations under this Agreement. By executing this Agreement Contractor has accounted for and anticipated foreseeable delays, and confirms that the Contract Time is a reasonable period for performing the Project work. Contractor shall have the sole and exclusive responsibility for completing the Project work according to the Project Schedule [Exhibit B]. To the extent applicable, the Project Schedule shall be revised at appropriate intervals as required by the conditions of the Project work, and shall provide for expeditious and practicable execution of the work; provided, however, an extension to the Contract Time shall only be effective pursuant to a Change Order in accordance with Section 5.2 below.

Section 1.3 Payments.

(a) Payment Limit. Contractor agrees to receive and accept the sums set forth in the Project Budget [Exhibit C], as full compensation for furnishing all materials and doing all the work contemplated and required by this Agreement, and for all loss or damage arising out of the nature of the undertaking of the performance of the Project, or from the acts of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the Project until its completion and acceptance by City, and for all expenses incurred by or in consequence of the suspension or discontinuance of the Project, and for well and faithfully performing the Project and the whole thereof, in the manner and according to the Contract Documents.

(b) Conditions to Disbursement of Progress Payment. City shall not be obligated to make any payment to Contractor or take any other action under this Agreement unless the following conditions are satisfied prior to each such disbursement:

1. There exists no breach by Contractor of any of the provisions of this Agreement.
2. City and/or the Consultant have inspected the Project work for which payment is being requested.
3. City has received all payroll information required to be maintained pursuant to Section 2.1(d), if requested by City.

4. City has received, and approved, the Payment Application in the form set forth in Section 1.3(c) below.
5. If requested by City, Contractor has furnished City with a waiver and release from any subcontractor (and from any materialperson, if applicable) in such form as is acceptable to City consistent with California law (current version of California Civil Code Section 3262). The waiver and release forms to be submitted when Contractor requests payment for the Project work shall include the following:
 - a. Completed conditional waiver and release forms from any subcontractor (and all materialpersons, if applicable) for such subcontractor's and materialperson's work and/or materials for which payment is being sought; and
 - b. Completed unconditional waiver and release forms from any subcontractor (and all materialpersons, if applicable) for such subcontractor's and materialperson's work and/or materials for which payment has been previously made by City.
 - c. Each waiver and release form shall cover all work, labor and materials, done, performed or furnished in connection with the portion of the Project work included in the request for payment to which the waiver and release pertains, and each such waiver and release shall be completed in all respects and shall be signed only by an authorized representative of the subcontractor or the materialpersons named therein.

(c) Payment Application

1. City shall provide payment to Contractor for the performance of the Project work based upon a payment application (the "Payment Application") submitted by Contractor to City at the address set forth in Section 5.8. Contractor shall submit a Payment Application on a monthly basis with percentage complete on each item that is lump sum and unit based for each component of the Project work quoted in the Bid Schedule attached to the Proposal. Payment shall be subject to the retention requirement set forth in Section 3.2. Contractor's Payment Application shall be accompanied by all applicable invoices and shall clearly delineate the following information: (1) the work performed during the payment period, (2) the amount due, (3) the total amount billed to date, and (4) the contract amount remaining. Contractor acknowledges that a delay in payment may occur as a result of a Payment Application that does not clearly contain the foregoing information.
2. City, in conjunction with the Consultant, shall review each Payment Application submitted by Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed by City, City shall provide payment to Contractor within thirty (30) days following receipt and approval of the Payment Application, subject to the retention set forth in Section 3.2. In the event any charges or expenses are disputed by City, the original Payment Application shall be returned by City to Contractor for correction and resubmission within ten (10) days following City's receipt of the initial Payment Application. City shall have no obligation to pay costs or expenses set forth in a Payment Application until such

Payment Application has been approved by City pursuant to this Section 1.3(c). Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects, errors, or omissions in work performed by the Contractor.

3. Contractor shall pay any subcontractor, or any other entity performing work, within ten (10) days of receipt of payment from City.
4. Neither payment nor any partial or entire use or occupancy of the work by City shall constitute an acceptance of any portion of the work which is not in accordance with this Agreement, nor shall it constitute a waiver by City of any breach of this Agreement or any default which may exist on the part of Contractor. Neither shall such payment impair or prejudice any remedy available to City with respect to a breach or default by Contractor. City shall have the right to demand of Contractor the repayment to City of any funds disbursed to Contractor under this Agreement which in the judgment of City were not expended in accordance with the terms of this Agreement and Contractor shall promptly refund any such funds upon demand.

(d) Final Inspection.

1. When Contractor considers the Project to be substantially complete in accordance with the Contract Documents, Contractor shall notify City. City and the Consultant shall perform a final inspection of the Project work to verify it has been completed in accordance with the Contract Documents. City and the Consultant shall prepare a comprehensive list of items to be completed or corrected by Contractor prior to final payment (the "Punchlist"). Failure to include an item on the Punchlist does not alter the responsibility of Contractor to complete all Project work in accordance with the Contract Documents. No later than ten (10) days following Contractor's receipt of the Punchlist, Contractor shall complete or correct the items designated therein and submit a request for an additional inspection to determine completion.
2. If any time prior to Final Payment, City discovers additional items which must be completed or corrected (whether or not such item appeared on the Punchlist), City may withhold from any payment otherwise due under this Agreement, including any retention, an additional amount not more than one hundred fifty percent (150%) of the cost of completing those items. If a percentage of payment is withheld, the estimated completion costs shall be determined by City in good faith. If City withholds any payment or percentage of payment pursuant to this Section 1.3(d), such payment or percentage of payment shall not be released to Contractor until each item has been corrected and inspected by City. Withholding of any amount by City pursuant to this Section shall not be a breach of this Agreement. Failure of City to withhold any amount pursuant to this Section shall not prejudice any legal rights of City or constitute a waiver of any kind.

(e) Final Payment; Acceptance. Neither Final Payment nor any remaining retained percentage shall become due until City has accepted the Project work and, if City files a Notice of Completion, thirty-five (35) days have elapsed from such filing, or if City does not file a Notice of Completion, forty-five (45) days have elapsed from completion of the Project work. If City

files a Notice of Completion such notice shall be filed in the office of the appropriate County Recorder, and shall be filed within the time frame provided for in California Civil Code Section 3093. City shall accept the Project only after the following have occurred:

1. City and the Consultant has inspected the Work and deemed it to be complete pursuant to Section 1.3(d).
2. Contractor has submitted to City all inspection reports related to the Project.
3. All persons, firms and corporations, including all laborers, material persons, suppliers and subcontractors who have furnished equipment, supplied materials or performed work for or in connection with the work, including but not limited to those persons who could file a claim of lien, have been paid or will be paid in full out of the remaining retained percentage; and those persons, firms and corporations have submitted their final statements with a final release and waiver of all rights to mechanic's lien, stop notice.
4. All labor has been performed and materials supplied and incorporated into the work in a manner consistent with the Contract Documents.
5. NFD Point Molate and surrounding area have been cleaned up free from accumulation of waste materials or rubbish caused by, or in connection with, the Project work, and Contractor shall have removed from and about the property waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials.
6. City has obtained a "no further action" letter, or equivalent document, from DTSC indicating that NFD Point Molate has been remediated in substantial conformance with the Draft Final Feasibility Study Remedial Action Plan available at www.ci.richmond.ca.us/bids), prepared by the Consultant.

(f) Correction of Work.

1. Contractor shall promptly correct Project work rejected by City or Consultant for failing to conform to the requirements of the Contract Documents, or damaged by Contractor, any subcontractor, or anyone for whom any of them is responsible, whether discovered before or after the final inspection of City. Costs of correcting such rejected work shall be at Contractor's expense.
2. In addition to and not in limitation of Contractor's obligations under this Agreement, if, within one (1) year after the date that City makes the final payment to Contractor pursuant to Section 1.3(e), any of the Project work is found to be not in accordance with the requirements of the Contract Documents, Contractor shall correct it promptly after receipt of written notice from City to do so unless City has previously given Contractor a written acceptance of such condition. This obligation shall apply to any repair or replacement to any part of the Project work or NFD Point Molate that is damaged by the defective work. If Contractor fails to correct non-conforming work within seven (7) days after receipt of notice from City, or fails to diligently prosecute such correction to completion, City may, without

prejudice to its other remedies, correct such deficiencies. Costs of correcting such work shall be at the Contractor's expense.

3. Nothing contained in this Section 1.3(f) shall be construed to establish a period of limitation with respect to other obligations Contractor might have under the Contract Documents. Enforcement of Contractor's repair obligation shall be in addition to and not in limitation of any other rights or remedies available to City. Establishment of the one (1)-year period for correction of work as described in this Section relates only to the specific obligation of Contractor to correct the work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish Contractor's liability with respect to Contractor's obligations other than specifically to correct the work.

(g) City's Right to Carry out the Work. If Contractor defaults or neglects to carry out the Project work in accordance with the Contract Documents, and fails within a ten (10)-day period after receipt of written notice from City to commence and continue correction of such default or neglect with diligence and promptness, City, without prejudice to any other remedy City may have, may correct such deficiencies and may deduct the reasonable cost thereof, including City's expenses from the payment then or thereafter due Contractor.

Section 1.4 Discovery of Hazardous Waste or Unusual Conditions.

- (a) Promptly and before the following conditions are disturbed, Contractor shall notify the City in writing of any:
- (1) Material that Contractor believes may be hazardous waste (other than those hazardous materials set forth in Appendix D of the Draft Feasibility Study Remedial Action Plan available at www.ci.richmond.ca.us/bids), as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
 - (2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.
 - (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement.
- (b) City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work shall issue a Change Order under the procedures described in this Agreement.
- (c) In the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by this Agreement, but shall proceed with all work to be performed under this Agreement. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the Parties.

ARTICLE II
COMPLIANCE WITH LAWS

Section 2.1 Laws and Regulations.

(a) The Project work shall proceed only after procurement of each permit, license, or other authorization that may be required by any governmental agency having jurisdiction, and Contractor shall be responsible to the City for the procurement and maintenance thereof.

(b) Contractor shall cause all work performed in connection with the Project to be performed in compliance with (i) all applicable laws, ordinances, rules and regulations now in force or that may be enacted hereafter; (ii) all conditions of Project approval and mitigation measures included in any adopted or certified environmental document or permit prepared for the Project; and (iii) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction, provided that such direction given during performance of the Project work does not conflict with conditions of Project approval or mitigation measures.

(c) Contractor shall and shall cause its subcontractors to pay prevailing wages in the performance of the Project as those wages are determined pursuant to the Davis-Bacon Act as amended (40 U.S.C. 276a to 276a-5) and all implementing regulations, the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C 327 et seq.), and to comply with all other applicable federal, State and local laws, regulations and ordinances pertaining to labor standards insofar as those laws, regulations and ordinances apply to the performance of this Agreement, including any applicable City of Richmond employment requirements, including but not limited to the City's Living Wage Ordinance (Richmond Municipal Code Chapter 2.60), the City's Business Opportunity Ordinance (Richmond Municipal Code Chapter 2.50), and the City's Local Employment Program Ordinance (Richmond Municipal Code Chapter 2.56). During the performance of the Project, Contractor shall post at the site the applicable prevailing rates of per diem wages. Contractor shall indemnify, hold harmless and defend, (with counsel reasonably acceptable to the City) the City against any claims for damages, compensation, fines, penalties or other amounts arising out of failure or alleged failure of any person or entity (including Contractor and its subcontractors) to pay prevailing wages in connection with Project work. This Section 2.1(c) shall survive the termination of this Agreement.

(d) Contractor and all subcontractors shall maintain accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker and others employed on the Project. Each payroll record shall contain or be verified by a written declaration made under penalty of perjury, stating both of the following: (1) the information contained in the payroll record is true and correct, and (2) the employer has complied with the requirements of the regulations of the Department of Labor Code, under 29 CFR, Parts 1, 3, 5, 6 and 7 governing the payment of wages and ratio of apprentices and trainees to journeymen; provided, that if wage rates higher than those required under the regulations are imposed by California Labor Code Section 1720 et seq., nothing hereunder is intended to relieve Contractor of its obligation, if any, to require payment of

the higher wage. Contractor shall provide certified payroll records to City each week, no later than ten (10) days after the end of a weekly pay period. In addition, Contractor shall and shall cause its subcontractors promptly to deliver to the City, upon request, documents verifying compliance with the Living Wage Ordinance, which include documents which evidence that each affected employee has been notified regarding the wages required to be paid pursuant to the Living Wage Ordinance. Such wages shall also be posted at the Project site. This Section 2.1(d) shall survive the termination of this Agreement.

Section 2.2 Inspections.

Contractor shall permit and facilitate, and shall require its subcontractors to permit and facilitate, observation and inspection of the Project by the City and by public authorities at all times for the purposes of determining compliance with this Agreement and permits issued to perform the Project work. In so doing, Contractor shall provide access for testing and inspections. Contractor shall coordinate and schedule all testing and inspections required on the Project with the required advance notice as defined in the Project Specifications.

Section 2.3 Equal Opportunity.

(a) Nondiscrimination. During the performance of the Project there shall be no discrimination on the basis of race, color, creed, religion, age, sex, sexual orientation, marital status, national origin, ancestry, or disability in the hiring, firing, promoting, or demoting of any person engaged in the Project work. Contractor agrees to observe the provisions of Section 2.28.030 of the Richmond Municipal Code, obligating Contractor and its subcontractors to refrain from discriminatory employment or subcontracting practices on the basis of race, color, sex, sexual orientation, religion, creed, national origin or ancestry of any employee, any applicant for employment or any potential subcontractor.

(b) Civil Rights. Contractor agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, the Fair Housing Amendment Act of 1988, Sections 104 (b) and 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

(c) WBE/MBE. Contractor will use its best efforts to afford small businesses, minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "small business" means a business that meets the criteria set forth in section (a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women-owned business enterprise" means a business at least fifty-one percent (51%) owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-American, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and Native American. Contractor may rely on documentation of certification from another public agency or written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

Section 2.4 Restrictions.

(a) Use of Debarred or Ineligible Contractors. The Contractor shall not use funds provided under this Agreement directly or indirectly to employ, award contracts to, or otherwise engage the services of, or fund any contractor or subcontractor during any period of debarment, suspension, or placement in ineligible status under the provisions of 24 CFR Part 24. The name and such other information as the City may require of each subcontractor must be submitted to the City prior to the beginning of any work by a subcontractor. The City will check the Excluded Parties List (located at <https://www.sam.gov/portal/public/SAM/HH11>) to determine whether or not the sub-contractor has not been debarred from work on Federal contracts.

(b) Copeland Act: the Copeland "Anti-Kickback" Act (40 U.S.C. 276c). Contractor shall comply with the requirements of the Copeland "Anti-Kickback" Act (40 U.S.C. 276c 1) which provides:

"Sec. 874. Kickbacks from public works employees

Whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined under this title or imprisoned not more than five years, or both."

(c) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractor and any of its subcontractors shall comply with the requirements of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) requiring each contractor tier to certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures shall be forwarded from tier to tier up to the City.

Section 2.5 Working Hours

(a) Eight hour working days. Eight hours of labor is a legal day's work. Any worker's time of service is restricted to eight hours during any calendar day, and 40 hours during a calendar week, unless overtime compensation is paid at not less than one and one-half times the basic rate of pay. The Contractor shall be assessed a penalty of twenty-five dollars (\$25) for each day a worker is employed in violation of these requirements.

(b) Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333). Contractor shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided

that the worker is compensated at a rate of not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Pursuant to Section 107 of the Act, no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

Section 2.6 Clean Air and Federal Water Pollution Control. Contractor shall comply with all applicable standards, orders and regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended.

Section 2.7 Energy Efficiency. Contractor shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Section 2.8 Copyright. If this Agreement results in any copyrightable material, the City reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, the work for government purposes.

ARTICLE III INSURANCE; INDEMNIFICATION; BONDS; RETENTION

Section 3.1 Insurance and Bond Requirements.

(a) In accordance with California Labor Code Section 3700, Contractor must secure Workers' Compensation coverage for its employees. Prior to performing any work, Contractor must execute a certification in the form set out at California Labor Code Section 1861.

(b) Contractor shall submit to the City evidence of the insurance and payment and performance bond coverage meeting the requirements set forth in the Project Specifications. Proof of insurance and bonding related to the Project work shall be provided to the City not more than (10) days after award of the contract. The City shall review and approve or disapprove of the evidence of insurance within twenty (20) days after submittal of complete information in the form required by the City. If the City disapproves the evidence of insurance, it shall specify in writing the reasons for such disapproval. Contractor shall resubmit the information required within ten (10) days. The review and submittal periods for resubmittals shall be reduced to a ten (10) day review period for the City and a five (5) day period for resubmittal by Contractor and shall continue to apply until the City approves the evidence of insurance coverage, but in no event shall the submittal and review period continue for more than forty-five (45) days. If, after forty-five (45) days the Contractor has not provided evidence of insurance and bond coverage meeting the requirements of the City, the City shall terminate the contract and may either award the work to the next lowest responsive responsible bidder or issue a new request for bids. (If the City issues a new request for bids, the Contractor shall be disqualified from re-bidding the work because of the failure to provide timely proof of insurance and/or bond coverage.) No work shall be initiated on the Project prior to Contractor's receipt of the City's approval of evidence of insurance coverage related to the Project.

(c) Contractor shall have furnished the City with evidence of the insurance coverage meeting the insurance requirements set forth in the Project Specifications for each subcontractor prior

to initiating any work on the Project, including Builder's Risk insurance with appropriate coverage for the cost of remediation and abatement. The periods for submittal, review and approval shall apply as stated in subparagraph (b) above.

(d) The Parties agree that notwithstanding the time requirements set forth in this subsection for submittal and resubmittal to the City by the Contractor of the evidence of insurance and review and approval of the evidence of insurance by the City, Contractor is responsible for ensuring that the evidence of insurance in approvable form is submitted to the City in a timely manner.

Section 3.2 Security In Lieu of Retention.

(a) The City shall retain five percent (5%) of the sum requested in each progress payment unless the Contractor elects to invoke the procedures set forth at California Public Contract Code 22300 to substitute securities to ensure performance under the contract.

1. At the request and the expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City, or with a state or federally chartered bank in the state as escrow agent, who shall then pay the retained funds to the Contractor. Upon satisfactory completion of the contract, the securities shall be returned to the Contractor.
2. Alternatively, the Contractor may request and the City shall make payment of retentions earned directly to the escrow agent at the expense of the Contractor. At the expense of the Contractor, the Contractor may direct the investment of the payments into securities and the Contractor shall receive the interest earned on the investments upon the same terms provided for in Public Contract Code 22300 for securities deposited by the Contractor. Upon satisfactory completion of this Agreement, the Contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the owner, pursuant to the terms of this section.

(b) If the Contractor chooses to place securities in escrow, the escrow agreement to be used shall be substantially similar to the following form:

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into by and between

_____ whose address is
_____ hereinafter called "Owner," _____ whose address is
_____ hereinafter called "Contractor" and _____ whose address
is _____ hereinafter called "Escrow Agent."

For the consideration hereinafter set forth, the Owner, Contractor, and Escrow Agent agree as follows:

(1) Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to the Remediation and Abatement Agreement entered into between the Owner and Contractor for ____ in the amount of ____ dated ____ (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the Owner shall make payments of the retention earnings directly to the Escrow Agent. When the Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the Owner within 10 days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash

amount then required to be withheld as retention under the terms of the Contract between the Owner and Contractor. Securities shall be held in the name of _____, and shall designate the Contractor as the beneficial owner.

(2) The Owner shall make progress payments to the Contractor for those funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.

(3) When the Owner makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until the time that the escrow created under this contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the Owner pays the Escrow Agent directly.

(4) Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the Owner. These expenses and payment terms shall be determined by the Owner, Contractor, and Escrow Agent.

(5) The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the Owner.

(6) Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from the Owner to the Escrow Agent that Owner consents to the withdrawal of the amount sought to be withdrawn by Contractor.

(7) The Owner shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven days' written notice to the Escrow Agent from the Owner of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the Owner.

(8) Upon receipt of written notification from the Owner certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.

(9) Escrow Agent shall rely on the written notifications from the Owner and the Contractor pursuant to Sections (5) to (8), inclusive, of this Agreement and the Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

(10) The names of the persons who are authorized to give written notice or to receive written notice on behalf of the Owner and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of Owner:	On behalf of Contractor:
_____	_____
Title	Title
_____	_____
Name	Name
_____	_____
Signature	Signature
_____	_____
Address	Address

On behalf of Escrow Agent:

Title

Name

Signature

Address

At the time the Escrow Account is opened, the Owner and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

Owner

Title

Name

Signature

Contractor

Title

Name

Signature

ARTICLE IV
DEFAULT AND REMEDIES

4.1 Events of Default.

In addition the remedies set forth in Section 4.2, below, in the event of default the City Manager, or his or her designee, reserves the right to stop work immediately if any action or inaction by the Contractor or any subcontractor creates a risk of imminent harm to the public or the NFD Point Molate.

Each of the following shall constitute a "Default" by Contractor under this Agreement:

(a) **Breach of Covenants.** Failure by Contractor or any subcontractor to duly perform, comply with, or observe any of the conditions, terms, or covenants of any of the Contract Documents. The City shall give Contractor written notice of the breach and specify a time in which to cure the breach. If the Contractor cures the breach within the time specified in the notice or, if the breach cannot be cured in the time specified but the Contractor has diligently pursued measures to cure the breach and to keep the City informed of its progress, then the breach shall not constitute a default provided that the breach is cured within thirty (30) days from the date of the City's last notice and demand to cure.

(b) **Disregard of Laws.** Disregard of laws, rules, regulations, directions or instructions of City by Contractor or any subcontractor with respect to the performance of work.

(c) Insolvency. A court having jurisdiction shall have made or entered any decree or order (i) adjudging Contractor to be bankrupt or insolvent, (ii) approving as properly filed a petition seeking reorganization of Contractor or seeking any arrangement for Contractor under the bankruptcy law or any other applicable debtor's relief law or statute of the United States or any state or other jurisdiction, (iii) appointing a receiver, trustee, liquidator, or assignee of Contractor in bankruptcy or insolvency or for any of their properties, (iv) directing the winding up or liquidation of Contractor if any such decree or order described in clauses (i) to (iv), inclusive, shall have continued unstayed or undischarged for a period of ninety (90) days; or (v) Contractor shall have admitted in writing its inability to pay its debts as they fall due or shall have voluntarily submitted to or filed a petition seeking any decree or order of the nature described in clauses (i) to (iv), inclusive.

(d) Suspension; Termination. Contractor shall have voluntarily suspended its business, or shall have voluntarily or involuntarily lost or terminated one or more of the licenses required to perform the work.

(e) Liens on Property and the Development. There shall be filed or shall arise any lien or claim of lien (other than liens approved in writing by the City) against the Project or the Project site or any part thereof, or any interest or right made appurtenant thereto and the continued maintenance of said claim of lien for a period of twenty (20) days without discharge or satisfaction thereof or provision therefore (including, without limitation, the posting of bonds) satisfactory to the City.

4.2 Remedies.

The occurrence of any Default hereunder following the expiration of all applicable notice and cure periods will, either at the option of City or automatically where so specified, relieve City of any obligation to make or continue payments and shall give City the right to proceed with any and all remedies set forth in the Contract Documents, including but not limited to the following:

(a) Specific Performance. City shall have the right to mandamus or other suit, action or proceeding at law or in equity to require Contractor to perform its obligations and covenants under this Agreement or to enjoin acts on things which may be unlawful or in violation of the provisions of this Agreement.

(b) Termination. City may, without prejudice to any other remedy City may have and after giving Contractor seven (7) days written notice, terminate the Agreement and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor and may finish the Project work by whatever reasonable method the Owner may deem expedient. If the costs of finishing the Project work and other damages incurred by City exceed the unpaid balance of the total contract price set forth in the Project Budget [Exhibit C], Contractor shall pay the difference to City. This obligation for payment shall survive termination of this Agreement.

(c) Right of Contest. Contractor shall have the right to contest in good faith any claim, demand, levy, or assessment the assertion of which would constitute a Default hereunder. Any such contest shall be prosecuted diligently and in a manner unprejudicial to the City or the rights of the City hereunder.

(d) Remedies Cumulative. No right, power, or remedy given to the City by the terms of the Contract Documents is intended to be exclusive of any other right, power, or remedy; and each and every such right, power, or remedy shall be cumulative and in addition to every other right, power, or remedy given to the City by the terms of any such instrument, or by any statute or otherwise against Contractor and any other person. Neither the failure nor any delay on the part of the City to exercise any such rights and remedies shall operate as a waiver thereof, nor shall any single or partial exercise by the City of any such right or remedy preclude any other or further exercise of such right or remedy, or any other right or remedy.

4.3 Termination for Convenience.

City may terminate this Agreement in whole, or from time to time in part, for City's convenience. City shall terminate by delivering to the Contractor a written notice of termination for convenience specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to City all information, reports, papers, and other materials accumulated or generated in performing the Project work, whether completed or in process.

4.4 Waiver of Damages.

Contractor, in having tendered the Proposal, shall be deemed to have waived any and all claims for damages because of termination of this Agreement for any reason. Contractor shall not be entitled to any lost profit in the event of termination. If the termination is for the convenience of City, City shall be liable only for payment for services rendered before the effective date of the termination.

ARTICLE V GENERAL PROVISIONS

Section 5.1 Relationship of Parties.

Nothing contained in this Agreement shall be interpreted or understood by any of the Parties, or by any third persons, as creating the relationship of employer and employee, principal and agent, limited or general partnership, or joint venture between the City and Contractor or its agents, employees or subcontractors, and Contractor shall at all times be deemed an independent contractor and shall be wholly responsible for the manner in which it or its agents, or both, perform the services required of it by the terms of this Agreement. Contractor has and retains the right to exercise full control of employment, direction, compensation, and discharge of all persons assisting in the performance of services under the Agreement. In regards to the performance of the Project, Contractor shall be solely responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding, and all other laws and regulations governing such matters, and shall

include requirements in each contract that subcontractors shall be solely responsible for similar matters relating to their employees. Contractor shall be solely responsible for its own acts and those of its agents and employees.

Section 5.2 Change Orders.

(a) Changes affecting the time of performance, unit pricing, or total contract price shall be set forth in a written Change Order that shall specify:

1. The work performed in connection with the change to be made;
2. The amount of the adjustment to the contract price set forth in the Project Budget [Exhibit C], if any, and the basis for compensation for the work ordered; which adjustment may be a negotiated lump sum amount, agreed unit price, or paid under Section 9-1.04 "Force Account" of the 2010 State of California Department of Transportation Standard Specifications; and
3. The amount of time to be adjusted in the schedule for performance, if any.

(b) A Change Order will become effective when signed by the City Manager, or his or her representative, notwithstanding that Contractor has not signed it. A Change Order will become effective without Contractor's signature, provided the City Manager or his or her representative so indicates by noting thereon "unilateral change order."

(c) All changes in any plans and specification approved by any authority with jurisdiction over the Project may also require addenda or change orders approved by that authority.

(d) Where the City requests, a performance bond rider covering the changed work must be executed and delivered to the City before proceeding with the changed work, or shortly in time thereafter.

(e) The City Manager or his or her representative has the authority to approve Change Orders with a cumulative dollar value of up to ten percent (10%) of the total contract price set forth in the Project Budget [Exhibit C].

Section 5.3 Claims By Contractor.

(a) No Third-Party Claims. Nothing contained in this Agreement shall create or justify any claim against the City by any person that Contractor may have employed or with whom Contractor may have contracted relative to the purchase of materials, supplies or equipment, or the furnishing or the performance of any work or services with respect to the performance of the Project, and Contractor shall include similar requirements in any contracts entered into for the performance of the Project.

(b) Obligation to File Claims for Disputed Work. Should it appear to the Contractor that the work to be performed or any of the matters relative to the Contract Documents are not satisfactorily detailed or explained therein, or should any questions arise as to the meaning or intent of the Contract Documents, or should any dispute arise regarding the true value of any work performed, work omitted, extra work that the Contractor may be required to perform, time extensions, payment to the Contractor during performance of the Project work, and/or compliance with procedures or standards set forth in

the Contract Documents, or should Contractor otherwise seek extra time or compensation FOR ANY REASON WHATSOEVER, then Contractor shall first follow the procedures set forth in this Agreement, including but not limited to Section 5.2, "Change Orders." If a dispute remains, then Contractor shall give written notice to the City that expressly invokes this Section 5.3 and requests a determination of the issue. City shall decide the issue in writing within 15 days; City's decision shall be final and the limitations period for the filing of a claim shall commence upon the City's issuance of its decision. If Contractor disagrees with City's decision, or if Contractor contends that City failed to provide a timely decision, then Contractor's SOLE AND EXCLUSIVE REMEDY is to file a written claim setting forth Contractor's position as required herein.

(c) Form and Contents of Claim. The Claim shall be submitted to the City within thirty (30) days of receiving the City's written decision regarding the dispute, or the date the Contractor contends such decision was due, and in no event later than the date of final payment. Contractor's written claim must identify itself as a "Claim" under this Section 5.3 and must include the following: (1) a narrative of pertinent events; (2) citation to contract provisions; (3) theory of entitlement; (4) complete pricing of all cost impacts; (5) a time impact analysis of all time delays that shows actual time impact on the critical path; (6) documentation supporting items 1 – 5; and (7) verification under penalty of perjury of the claim's accuracy. The Claim shall be priced like a Change Order, and must be updated every thirty (30) days as to cost and entitlement if it remains a continuing Claim. Routine contract materials, for example, correspondence, RFIs, Change Order requests, or payment requests shall not constitute a Claim. Contractor shall bear all costs incurred in preparation, submittal, and administration of a Claim.

(d) Administration After Claim Submittal.

1. City may render a final decision based solely on the materials submitted in support of the Claim or may in its sole discretion conduct an administrative hearing on the Claim, in which case Contractor shall appear, participate, answer inquiries, and present any further evidence or analysis requested by City. Should City take no action on the Claim within forty-five (45) days (if the Claim is for less than \$50,000) or within sixty (60) days (if the Claim is for \$50,000 or more) of submittal, it shall be deemed denied.
2. Notwithstanding and pending the resolution of any Claim or dispute, Contractor shall diligently perform the disputed work to final completion in accordance with the City's direction.
3. After their submittal, claims less than \$375,000 shall also be subject to Section 20104 of the Local Agency Public Construction Act.

(e) Compliance.

1. The provisions of this Section 5.3 constitute a non-judicial claim settlement procedure that, pursuant to California Government Code Section 930.2, shall constitute a condition precedent to the submittal of a valid claim under the California Government Code. Any Government Code claims alleging disputed work must affirmatively indicate prior compliance with this Section 5.3. In accordance with Richmond Municipal Code Section 1.10.010(b), all Government Code claims must be presented no later than the 100th day after the earlier of (i) the date the City actively or passively denied the Claim, or (ii) substantial completion or termination of the contract.

2. **Failure to submit and administer Claims as required in this Section 5.3 shall waive Contractor's right to compensation for any disputed work not included in a timely Claim. Disputes not raised in a timely protest and timely Claim submitted under this Section 5.3 may not be asserted in any subsequent Government Code claim, administrative hearing, or civil action.**
3. City shall not be deemed to waive any provision under this Section 5.3 if, at City's sole discretion, a Claim is administered in a manner not in accord with this Section 5.3. Waivers or modifications of this Section 5.3 may only be made by signed Change Order approved as to form by legal counsel for both City and Contractor. Oral or implied modifications shall be of no force or effect.

Section 5.4 Indemnification.

(a) To the fullest extent permissible by law, Contractor shall indemnify, defend, and hold harmless, and require its subcontractors to defend, indemnify and hold harmless, the City, its elected and appointed officials, and all of its employees, volunteers and agents (the "Indemnified Parties"), from all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments, including attorney's fees and other defense costs (collectively, "Claims"), resulting from injury to or death sustained by any person (including Contractor's or any subcontractors' employees), or damage to property of any kind, or any other injury or damage whatsoever, which Claims arise out of or are in any way connected with the Project, regardless of Contractor's fault or negligence; provided, however, that Contractor's, and Contractor's subcontractors' indemnity obligations hereunder shall not apply to the extent any Claims are caused by the active negligence or willful act or omission of an Indemnified Party. The indemnification obligations of Contractor and its subcontractors shall extend to Claims asserted after termination of this Agreement for whatever reason.

(b) In Claims against any person or entity indemnified under Section 5.4(a) above by an employee of Contractor or its subcontractors, anyone directly or indirectly employed by any one of them or anyone for whose acts one of them may be liable, the indemnification obligation under Section 5.4(a) above shall not be limited by a limitation on amount or type of damages, compensation of benefits payable under workers' compensation acts, disability benefit acts or other employee benefit acts.

Section 5.5 Non-Liability of City Officials, Employees and Agents.

No member, official, employee or agent of the City shall be personally liable to Contractor in the event of any default or breach by the City or for any amount which may become due to Contractor or its successor or on any obligation under the terms of this Agreement.

Section 5.6 No Third Party Beneficiaries.

There shall be no third party beneficiaries to this Agreement.

Section 5.7 Conflict of Interest.

(a) Except for approved eligible administrative or personnel costs, no person described in Section 5.7(d) below who exercises or has exercised any functions or responsibilities with respect to the

activities funded pursuant to this Agreement or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during, or at any time after, such person's tenure.

(b) Contractor agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of 5 U.S.C. 15.

(c) Contractor agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by Contractor.

(d) The conflict of interest provisions of Sections 5.7(a)-(c) above apply to any person who is an employee, agent, consultant, officer, or elected or appointed official of the City of Richmond, and any immediate family member or dependent of such person. Contractor shall exercise due diligence to ensure that the prohibitions set forth in Sections 5.7(a)-(c) are followed.

Section 5.8 Notices, Demands and Communications.

If at any time after the execution of this Agreement it shall become necessary or convenient for one of the Parties hereto to serve any notice, demand or communication upon the other Party, such notice, demand or communication shall be in writing and shall be served personally or by depositing the same in the registered United States mail, return receipt requested, postage prepaid or delivered by express delivery service, return receipt requested and

(1) if intended for the City shall be addressed to:

City of Richmond
450 Civic Center Plaza
Richmond, California 94804
Attention: Craig Murray

With copy to:

City of Richmond
450 Civic Center Plaza
Richmond, CA 94804
Attention: City Attorney

(2) if intended for Contractor shall be addressed to:

Pacific States Environmental Contractor, Inc.
11555 Dublin Boulevard
Dublin, CA 94568
Attn: Robert McCarrick

Any notice, demand or communication shall be deemed given, received, made or communicated on the date personal delivery is affected or, if mailed in the manner herein specified, on the delivery date or date delivery is refused by the addressee, as shown on the return receipt. Any Party may change its address at any time by giving written notice of such change at least ten (10) days prior to the date such change is desired to be effective.

Section 5.9 Records; Audits.

Contractor shall keep and maintain, in accordance with generally accepted accounting principles consistently applied, full, complete and appropriate books, record and accounts relating to the performance of the Project work, including all such books, records and accounts necessary or prudent to evidence and substantiate in full detail Contractor's compliance with the terms and provisions of this Agreement. All such books, records, and accounts shall be open to and available for inspection, copying and auditing by the Federal government, City and their auditors or other authorized representatives at reasonable intervals during normal business hours. Contractor shall preserve such records for a period of not less than five (5) years after final payment is received from City. City shall notify Contractor of any records it deems insufficient. Contractor shall have fifteen (15) calendar days after the receipt of such a notice to correct any deficiency in the records specified by City in such notice, or if a period longer than fifteen (15) days is reasonably necessary to correct the deficiency, then Contractor shall begin to correct the deficiency within fifteen (15) days and correct the deficiency as soon as reasonably possible.

Section 5.10 Applicable Law.

This Agreement shall be governed by California law. This Agreement is made in Contra Costa County, California, and any action relating to this Agreement shall be instituted and prosecuted in the courts of Contra Costa County, California.

Section 5.11 Parties Bound.

Except as otherwise limited herein, the provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their heirs, executors, administrators, legal representatives, successors, and assigns. Any reference in this Agreement to a specifically named Party shall be deemed to apply to any successor, heir, administrator, executor, successor, or assign of such Party who has acquired an interest in compliance with the terms of this Agreement or under law. This Agreement shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest, and assigns of each of the Parties.

Section 5.12 Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the Parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

Section 5.13 Credits.

The Parties acknowledge that City has dedicated resources and staff assigned to this demolition and disposal project. Contractor acknowledges that failure to complete the Project work within the one hundred and eighty (180) days from the Notice to Proceed will cause actual economic damage to City in amounts that Contractor acknowledges would be difficult to estimate or prove. In the event Contractor fails to complete the Project work within one hundred and eighty (180) days from the Notice to Proceed, City may, in addition to seeking any and all available remedies under this Agreement, require Contractor to pay City an amount equal to Four Thousand Dollars (\$4,000.00) per day until Contractor actually completes performance of the work as provided herein.

Section 5.14 Force Majeure.

Performance by either Party shall not be deemed to be in default when delays in performance are due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, quarantine restrictions, freight embargoes, or court order, or any other similar causes (other than lack of funds of Contractor) beyond the control or without the fault of the Party claiming an extension of time to perform ("Force-Majeure Delays"). In no event shall any extension of any period of time be deemed to have occurred unless the Party claiming the Force-Majeure Delay gives written notice to the other Party within ten (10) days following the commencement of any such delay, setting forth the facts giving rise to the Force-Majeure Delay request, the expected duration of the delay, and the steps the Party intends to take to minimize the Delay. During the Force-Majeure Delay, the Party whose performance is delayed shall keep the other Party reasonably informed of the situation and the steps taken by such Party to continue performance and minimize delay. After the Force-Majeure Delay is over, the Parties shall in good faith jointly prepare an accurate written record of the circumstances giving rise to delay, specifying the commencement date and duration of the Force-Majeure Delay and the cause thereof, which record shall be signed by each Party to confirm agreement with respect to its content. In no event shall the City be required to agree to cumulative Force-Majeure Delays in excess of sixty (60) days unless the City is the cause of such delay. In the event that the parties cannot agree upon a record of the circumstances giving rise to the Force-Majeure Delay, the procedures set forth in Section 3.3 of this Agreement shall apply.

Section 5.15 Waivers.

Any waiver by the City of any obligation or condition in this Agreement must be in writing. No waiver will be implied from any delay or failure by the City to take action on any breach or default of Contractor or to pursue any remedy allowed under this Agreement or applicable law. Any extension of time granted to Contractor to perform any obligation under this Agreement shall not operate as a waiver or release from any of its obligations under this Agreement. Consent by the City to any act or

omission by Contractor shall not be construed to be consent to any other or subsequent act or omission or to waive the requirement for the City's written consent to future waivers.

Section 5.16 Title of Parts and Sections.

Any titles of the sections or subsections of this Agreement are inserted for convenience of reference only and shall be disregarded in interpreting any part of the Agreement's provisions.

Section 5.17 Regulation of Campaign Contributions.

As provided in Section 2.39.020 of the Richmond Municipal Code, "no Councilmember shall accept, solicit or direct a contribution of more than two hundred fifty dollars (\$250) from any party, or his or her agent, or from any participant, or his or her agent, while a proceeding involving a license, permit, or other entitlement for use is pending before the City Council and for three months following the date a final decision is rendered in the proceeding if the Councilmember knows or has reason to know that the participant has a financial interest, as that term is used in California Government Code Sections 87100 et seq." If applicable, Contractor shall comply with Section 2.39.040 of the Richmond Municipal Code requiring a party to a proceeding before the City Council involving a license, permit or other entitlement for use to "disclose on the record of the proceeding any contribution in the amount of more than two hundred fifty dollars (\$250) made within the preceding 12 months by the party, or his or her agent, to any Councilmember."

Section 5.18 Entire Understanding of the Parties.

The Contract Documents – along with any written change orders and dispute determinations that may be issued by the City in the course of performance – shall constitute the entire understanding and agreement of the Parties with respect to the Project. The Contract Documents, written change orders (if any), and dispute determinations (if any) are deemed complementary and should be interpreted together.

Section 5.19 Multiple Originals; Counterpart.

This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts. A facsimile or electronic signature to this Agreement shall be as valid as an ink signed original.

[Signatures on following page]

WHEREAS, this Agreement has been entered into by the undersigned as of the date first above written.

Reviewed By:

City Attorney

ATTEST:

City Clerk

CITY:

CITY OF RICHMOND, a municipal corporation and charter city

By: _____

Name: _____

Its: _____

CONTRACTOR:

Pacific States Environmental Contractors, Inc.

By: _____

Name: Robert E. McCarrick

Its: President



**Exhibit A - Remediation and Abatement
Scope of Work**

IR Site 3, Former Navy Fuel Depot Point Molate

This Exhibit A to the Remediation and Abatement Agreement represents the Scope of Work for the remediation of IR Site 3 at the Former Fuel Depot Point Molate. The City of Richmond has elected to implement Alternative 6. Portions of the Specifications and Construction Plans have been struck where they are not pertinent to the Agreement. The following "Contract Documents" are attached to this Scope of Work and are incorporated into the Agreement by this reference.

1. Construction Plans for IR Site 3 Remediation Project, Former Naval Fuel Depot, Point Molate, Richmond, California – Alternative 5b and 7 redacted.
2. Bidding Instructions, Bid Schedule, Specifications, And Remediation And Abatement Agreement For IR Site 3 Remediation, Issued For Bid, Former Naval Fuel Depot Point Molate, May 2014 – Alternative 5b and 7 redacted.
3. Addenda 1 through 5 to the Remediation and Abatement Bid (attachments included by reference only)
4. Pacific Stated Environmental Contractor Bid Submittal dated 7/10/2014

Exhibit A - Attachment 1: Construction Plans for IR Site 3 Remediation Project,
Former Naval Fuel Depot, Richmond, California – Alternative 5b and 7 redacted.

7c4126

NOTE: Due to the large size of the Contract just the first section preceeding this notice is enclosed w/this PMCAC Agenda Packet of 7/21/14. Balance of Contract will soon be posted on City SIRE system for City Council at its 7/29/14 meeting and can be viewed by public at the City of Richmond Public SIRE location. Upon request, I can forward to you an electronic version of this entire Contract. PMCAC and those receiving the PMCAC electronically via email will receive a pdf of the Contract with this month's PMCAC Agenda packet.

Craig K. Murray, SR/WA

Pt Molate Community Advisory Committee Staff Liaison

Development Project Manager II

Successor Agency, Engineering Department

450 Civic Center Plaza, 2nd Floor

Richmond, CA 94804-1630

510-307-8091

510-307-8188 direct

510-307-8116 fax

Memorandum

To: Craig Murray
CC: Sal Vaca, Yader Bermudez
From: Gina M. Baker
Date: 7/15/2014
Re: Compliance Memo – Point Molate IR Site 3 Remediation – Former Naval Depot

I have completed my review and bid analysis (for contract compliance only) of the above mentioned project. The results of this analysis are listed below:

1. Pacific States Environmental Contractors, INC.

Bid – 5B

Bid Amount: \$8,717,415.50

Pacific States Environmental Contractors, INC. is eligible to receive a 5% rating incentive based on compliance with RMC 2.50.070(c)

The discounted amount is \$435,870.77 reducing their bid to \$8,281,544.73

The local firms included in the bid are:

- a. GW Trucking (SLBE) - \$2,429,900
- b. BKF Engineering (LBE) - \$30,000
- c. Universal Supply (SLBE) - \$56,000

1. Pacific States Environmental Contractors, INC.

Bid - 6

Bid Amount: \$9,241,094.50

Pacific States Environmental Contractors, INC. is eligible to receive a 5% rating incentive based on compliance with RMC 2.50.070(c)

The discounted amount is \$462,054.72 reducing their bid to \$8,779,039.78

The local firms included in the bid are:

- a. GW Trucking (SLBE) - \$2,811,100
- b. BKF Engineering (LBE) - \$30,000
- c. Universal Supply (SLBE) - \$64,000

1. Pacific States Environmental Contractors, INC.

Bid - 7

Bid Amount: \$16,143,442.05

Pacific States Environmental Contractors, INC. is eligible to receive a 5% rating incentive based on compliance with RMC 2.50.070(c)

The discounted amount is \$807,172.10 reducing their bid to \$15,336,296.25

The local firms included in the bid are:

- a. GW Trucking (SLBE) - \$6,220,000
- b. BKF Engineering (LBE) - \$30,000
- c. Universal Supply (SLBE) - \$120,000

2. Magnus Pacific Corporation

Bid – 5B

Bid Amount: \$10,949,765

Magnus Pacific Corporation is not eligible for the 5% rating incentive based on non-compliance with RMC 2.50.070(c)

The local firms listed in their bid are:

- a. Cirimele Electric (SLBE) - \$36,500
- b. TM Demolition (LBE) - \$58,800
- c. BKF – (LBE) - \$41,000
- d. Universal Building (SLBE) - \$82,800
- e. PAS Abatement (LBE) - \$188,400

3. Magnus Pacific Corporation

Bid – 6

Bid Amount: \$11,700,514.55

Magnus Pacific Corporation is not eligible for the 5% rating incentive based on non-compliance with RMC 2.50.070(c)

The local firms listed in their bid are:

- f. Cirimele Electric (SLBE) - \$36,500
- g. TM Demolition (LBE) - \$58,800
- h. BKF – (LBE) - \$41,000
- i. Universal Building (SLBE) - \$94,080

4. Magnus Pacific Corporation

Bid – 7

Bid Amount: \$19,767,788.75

Magnus Pacific Corporation is not eligible for the 5% rating incentive based on non-compliance with RMC 2.50.070(c)

The local firms listed in their bid are:

- j. Cirimele Electric (SLBE) - \$36,500
- k. TM Demolition (LBE) - \$58,800
- l. BKF – (LBE) - \$41,000
- m. Universal Building (SLBE) - \$78,400

While there were 6 bidders the following were deemed non-responsive for non-compliance with the City of Richmond's Ban the Box Ordinance (RMC 2.65):

1. Aecom – failed to provide employment application with bid package
2. Evans Brothers – failed to provide employment application with bid package
3. NorthStar – employment application asks of criminal history
4. ERRG – employment application asks of specific criminal history

After the applied rating incentives, Pacific States Environmental, INC is the apparent low and most responsive bidder. Please email me with any questions.

***SLBE – "Small Local Business Enterprise"**

Canvass of Bids

Remediation and Abatement Point Molate Naval Fuel Depot
 Bid Date: July 10, 2014 @ 1pm



Bidder's Name	Alternative	Alternative Bid	Subcontractor List	Supplier List	Statement of Acknowledgement	Good Faith Docs	Compliance Commitment	Ban the Box
AELDM DARLINA, CA	5b	\$11,829,486.						✓ LEADP. Form ENCLOSED
	6	\$12,959,857.	✓	✓	✓	✓	WAIVER / IMMEDIATE	X NO APPLICATION ENCLOSED NOTE EQP. ONLINE APPLIC.
	7	\$21,788,826.						
MAGNUS ROCKLIN, CA	5b	\$10,949,765.						✓ LEADP. Form ENCLOSED
	6	\$11,700,514.55	✓	✓	✓	✓	✓	✓ APPLICATION ENCLOSED.
	7	\$19,767,788.75						
EVANS BROTHERS LIVERMORE, CA	5b	\$13,813,742.						✓ LEADP. Form ENCLOSED
	6	\$14,660,957.50	✓	✓	✓	✓	✓	X NO APPLICATION ENCLOSED. NOTE USE UNION AGREEMENT
	7	\$22,399,024.						
PACIFIC STATES DUBLIN, CA	5b	\$8,717,415.50						✓ LEADP. Form ENCLOSED
	6	\$9,241,094.50	✓	✓	✓	✓	WAVED / IMMEDIATE	✓ APPLICATION ENCLOSED.
	7	\$16,143,442.05						
ENGINEERING REMEDIATION RESOURCES GROUP (ERPG) MARTINEZ, CA	5b	\$11,360,913.31						✓ LEADP. Form ENCLOSED
	6	\$11,685,673.45	✓	✓	✓	✓	✓	✓ APPLICATION ENCLOSED
	7	\$19,872,713.03						
NORTHSTAR DUBLIN, CA	5b	\$10,289,346.50						✓ LEADP. Form ENCLOSED
	6	\$11,036,449.	✓	✓	✓	✓	✓	X APPLICATION ENCLOSED INCLUDES BOX 1E CONTRACTOR'S CLAIMS
	7	\$21,214,017.						

CRAIG K. MURRAY
7/10/14



Technical Memorandum

To: Craig Murray, City of Richmond
From: William Carson, P.E. (C60735)
CC: Carlos Privat, Assistant City Attorney, City of Richmond; Michael Leacox, NCE; Tomer Schetrit, Terraphase
Date: July 15, 2014
Subject: Evaluation of Bid Proposals Prices for IR Site 3 Remediation Project, Point Molate, Richmond, California

This memorandum presents our evaluation of the bid proposals for the subject project. This analysis only considers the price proposals and does not evaluate the contract compliance or qualification aspects of the proposers. There were a total of six bidders and the total bids in the order they were opened for each alternative and as presented on the Bid Sheets are as follows:

Bidder's Name	Alternative	Total Bid Prices (as presented on Bid Sheet)
AECOM Oakland, California	5b	\$11,829,486.00
	6	\$12,959,857.00
	7	\$21,788,826.00
Magnus Pacific Rocklin, California	5b	\$10,949,765.00
	6	\$11,700,514.55
	7	\$19,767,788.75
Evans Brothers Livermore, California	5b	\$13,813,742.00
	6	\$14,660,957.50
	7	\$22,399,024.00
Pacific States Dublin, California	5b	\$8,717,415.50
	6	\$9,241,094.50
	7	\$16,143,442.05
ERRG Martinez, California	5b	\$11,360,913.31
	6	\$11,685,673.45
	7	\$19,872,713.03
Northstar Dublin, California	5b	\$10,289,346.50
	6	\$11,036,499.00
	7	\$21,214,017.00

Accuracy of Bid Items:

After entering the unit rates presented in the bid and totaling the amount for each alternative, several of the proposer's bid apparently had errors. The back-up for this analysis is attached.

Two bidders had apparent errors on their bid sheets as follows:

Terraphase Engineering Inc.
 1404 Franklin Street, Suite 600
 Oakland, California 94612
 www.terrphase.com

7c44 1

AECOM: It is unclear what these errors are related to. We recommend that the bid be accepted but the costs above in the column labeled "Total Bid Prices (as calculated using units rates presented on Bid Sheet)" be utilized for comparison basis.

Bidder's Name	Alternative	Total Bid Prices (as presented on Bid Sheet)	Total Bid Prices (as calculated using units rates presented on Bid Sheet)	Apparent Error
AECOM	5b	\$11,829,486.00	\$11,843,852.50	-\$14,366.50
Oakland, California	6	\$12,959,857.00	\$13,053,449.50	-\$93,642.50
	7	\$21,788,826.00	\$22,030,322.50	-\$241,496.50

Northstar: It is apparent that these errors are related to not including items 1 through 18 in their total for each alternative. Additionally on line item 3, Northstar did not properly extend their unit cost to total cost. We recommend that the bid be accepted but the costs above in the column labeled "Total Bid Prices (as calculated using units rates presented on Bid Sheet)" be utilized for comparison basis.

Bidder's Name	Alternative	Total Bid Prices (as presented on Bid Sheet)	Total Bid Prices (as calculated using units rates presented on Bid Sheet)	Apparent Error
Northstar	5b	\$10,289,346.50	\$12,861,646.50	-\$2,572,300
Dublin, California	6	\$11,036,499.00	\$13,608,799.00	-\$2,572,300
	7	\$21,214,017.00	\$23,786,317.00	-\$2,572,300

Apparent low bidder and sensitivity to changes in volumes:

Based on this analysis Pacific States is the apparent low bidder for each alternative. On many remediation projects that are based on unit costs where quantities can change based on confirmation sample results, it is useful to compare the unit costs for items that are most likely to change. This allows us to understand the cost associated with changes in these quantities.

For this analysis, we have focused on the line items (Alt 5B: 19.1, 20.1, 21.1, 22.1; Alt 6: 27.1, 28.1, 29.1, 30.1; and Alt 7: 32.1, 33.1, 34.1, 35.1). The unit bids are shown in order from apparent low bidder to highest bidder (utilizing the total bids and the corrections shown in the previous sections).

		Alternative 5B (unit costs)			
Ranking	Contractor	19.1 - Exc. and Load Class II Soil	20.1 - Exc and Stockpile Soil on Site for Reuse	21.1 - Transport and Disposal of Class II Soil	22.1 - Import and Place General Fill
Lowest Bid	Pacific States	\$5.20 / cy	\$4.95 / cy	\$31.50 / tn	\$12.00 / tn
2	Magnus Pacific	\$6.70 / cy	\$9.95 / cy	\$30.65 / tn	\$20.65 / tn
3	ERRG	\$10.25 / cy	\$4.80 / cy	\$28.92 / tn	\$17.76 / tn
4	AECOM	\$10.00 / cy	\$11.00 / cy	\$34.00 / tn	\$22.00 / tn
5	Northstar	\$11.00 / cy	\$8.50 / cy	\$50.00 / tn	\$12.50 / tn
Highest Bid	Evans Brothers	\$10.00 / cy	\$20.00 / cy	\$34.50 / tn	\$21.00 / tn

For Alternative 5b, if the excavation volume were to expand, each ton of soil removed would require a

ton of soil to be imported as the largest cost increase item. Combining line item 21.1 and 22.1, the apparent low bidder still has the lowest costs per unit and thus the lowest likely price escalation if additional contaminated materials are encountered.

Ranking	Contractor	Alternative 6 (unit costs)			
		27.1 - Exc. and Load Class II Soil	28.1 - Exc and Stckple Soil on Site for Reuse	29.1 - Transport and Disposal of Class II Soil	30.1 - Import and Place General Fill
Lowest Bid	Pacific States	\$5.20 / cy	\$4.95 / cy	\$31.50 / tn	\$12.00 / tn
2	ERRG	\$10.25 / cy	\$4.80 / cy	\$28.92 / tn	\$17.76 / tn
3	Magnus Pacific	\$6.70 / cy	\$9.95 / cy	\$30.65 / tn	\$20.65 / tn
4	AECOM	\$10.00 / cy	\$11.00 / cy	\$34.00 / tn	\$22.00 / tn
5	Northstar	\$11.00 / cy	\$8.50 / cy	\$50.00 / tn	\$12.50 / tn
Highest Bid	Evans Brothers	\$10.00 / cy	\$20.00 / cy	\$33.00 / tn	\$19.00 / tn

For Alternative 6, if the excavation volume were to expand, each ton of soil removed would require a ton of soil to be imported as the largest cost increase item. Combining line item 29.1 and 30.1, the apparent low bidder still has the lowest costs per unit and thus the lowest likely price escalation if additional contaminated materials are encountered.

Ranking	Contractor	Alternative 7 (unit costs)			
		32.1 - Exc. and Load Class II Soil	33.1 - Exc and Stckple Soil on Site for Reuse	34.1 -T and D of Class II Soil	35.1 - Import and Place General Fill
Lowest Bid	Pacific States	\$5.15 / cy	\$5.40 / cy	\$31.50 / tn	\$12.00 / tn
2	Magnus Pacific	\$6.70 / cy	\$9.95 / cy	\$30.65 / tn	\$20.65 / tn
3	ERRG	\$10.82 / cy	\$6.65 / cy	\$28.88 / tn	\$18.42 / tn
4	AECOM	\$10.00 / cy	\$10.00 / cy	\$34.00 / tn	\$22.00 / tn
5	Evans Brothers	\$10.00 / cy	\$20.00 / cy	\$33.00 / tn	\$19.00 / tn
Highest Bid	Northstar	\$11.00 / cy	\$8.50 / cy	\$50.00 / tn	\$12.50 / tn

For Alternative 7, if the excavation volume were to expand, each ton of soil removed would require a ton of soil to be imported as the largest cost increase items. Combining line item 34.1 and 35.1, the apparent low bidder still has the lowest costs per unit and thus the lowest likely price escalation if additional contaminated materials are encountered.

Overall Costs and Risks

For this analysis, we have considered ancillary cost that would be necessary for the completion of the project in order to assist the City in the selection of the proper alternative for IR Site. The additional cost include engineering oversight, confirmation sampling, environmental monitoring during the construction activities, aeration system procurement and OM&M (Alternative 5b only), final report, installation of monitoring wells, land-use control establishment and maintenance, regulatory oversight, groundwater monitoring and reporting, five-year reports and close out reporting.

Alternative 5B						
	Pacific States	Magnus Pacific	ERRG	AECOM	Northstar	Evan's Brothers
Contractor Bid	\$8,717,416	\$10,949,765	\$11,360,913	\$11,843,853	\$12,861,647	\$13,813,742
Engr + Confirmation Smpls	\$504,386	\$504,386	\$504,386	\$504,386	\$504,386	\$504,386
Aeration System	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000
Final Report	\$27,000	\$27,000	\$27,000	\$27,000	\$27,000	\$27,000
Install Monitoring Wells	\$45,000	\$45,000	\$45,000	\$45,000	\$45,000	\$45,000
LUC Mechanism	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
Regulatory Oversight	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000
15% Contingency	\$1,450,320	\$1,785,173	\$1,846,845	\$1,919,286	\$2,071,955	\$2,214,769
Long Term OM&M						
LUC Oversight	\$148,775	\$148,775	\$148,775	\$148,775	\$148,775	\$148,775
Annual GW Monitoring	\$230,303	\$230,303	\$230,303	\$230,303	\$230,303	\$230,303
Annual Monitoring Reports	\$290,230	\$290,230	\$290,230	\$290,230	\$290,230	\$290,230
O&M of Aeration System	\$343,478	\$343,478	\$343,478	\$343,478	\$343,478	\$343,478
Annual Reg. Oversight	\$371,937	\$371,937	\$371,937	\$371,937	\$371,937	\$371,937
Five Year Reports	\$128,903	\$128,903	\$128,903	\$128,903	\$128,903	\$128,903
Close Out Report	\$61,400	\$61,400	\$61,400	\$61,400	\$61,400	\$61,400
Total	\$12,694,147	\$15,261,349	\$15,734,170	\$16,289,550	\$17,460,013	\$18,554,923
<i>FS Estimate</i>	<i>\$14,959,231</i>	<i>\$14,959,231</i>	<i>\$14,959,231</i>	<i>\$14,959,231</i>	<i>\$14,959,231</i>	<i>\$14,959,231</i>

Alternative 6						
	Pacific States	ERRG	Magnus Pacific	AECOM	Northstar	Evan's Brothers
Contractor Bid	\$9,241,095	\$11,685,673	\$11,700,515	\$13,053,450	\$13,608,799	\$14,660,958
Engr + Confirmation Smpls	\$725,329	\$725,329	\$725,329	\$725,329	\$725,329	\$725,329
Final Report	\$27,000	\$27,000	\$27,000	\$27,000	\$27,000	\$27,000
Install Monitoring Wells	\$45,000	\$45,000	\$45,000	\$45,000	\$45,000	\$45,000
LUC Mechanism	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
Regulatory Oversight	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000
15% Contingency	\$1,524,513	\$1,891,200	\$1,893,426	\$2,096,367	\$2,179,669	\$2,337,493
Long Term OM&M						
LUC Oversight	\$45,797	\$45,797	\$45,797	\$45,797	\$45,797	\$45,797
Annual GW Monitoring	\$70,894	\$70,894	\$70,894	\$70,894	\$70,894	\$70,894
Annual Monitoring Reports	\$89,341	\$89,341	\$89,341	\$89,341	\$89,341	\$89,341
Annual Reg. Oversight	\$114,493	\$114,493	\$114,493	\$114,493	\$114,493	\$114,493
Five Year Reports	\$39,680	\$39,680	\$39,680	\$39,680	\$39,680	\$39,680
Close Out Report	\$52,964	\$52,964	\$52,964	\$52,964	\$52,964	\$52,964
Total	\$12,101,106	\$14,912,371	\$14,929,439	\$16,485,314	\$17,123,966	\$18,333,948
<i>FS Estimate</i>	<i>\$14,271,041</i>	<i>\$14,271,041</i>	<i>\$14,271,041</i>	<i>\$14,271,041</i>	<i>\$14,271,041</i>	<i>\$14,271,041</i>

Alternative 7						
	Pacific States	Magnus Pacific	ERRG	AECOM	Evans Brothers	Northstar
Contractor Bid	\$16,143,442	\$19,767,789	\$19,872,713	\$22,030,323	\$22,399,024	\$23,786,317
Engnr + Confirmation Smpls	\$972,429	\$972,429	\$972,429	\$972,429	\$972,429	\$972,429
Final Report	\$27,000	\$27,000	\$27,000	\$27,000	\$27,000	\$27,000
Install Monitoring Wells	\$45,000	\$45,000	\$45,000	\$45,000	\$45,000	\$45,000
LUC Mechanism	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
Regulatory Oversight	\$93,750	\$93,750	\$93,750	\$93,750	\$93,750	\$93,750
15% Contingency	\$2,599,743	\$3,143,395	\$3,159,134	\$3,482,775	\$3,538,080	\$3,746,174
Long Term OM&M						
LUC Oversight	\$45,797	\$45,797	\$45,797	\$45,797	\$45,797	\$45,797
Annual GW Monitoring	\$70,894	\$70,894	\$70,894	\$70,894	\$70,894	\$70,894
Annual Monitoring Reports	\$89,341	\$89,341	\$89,341	\$89,341	\$89,341	\$89,341
Annual Reg. Oversight	\$114,493	\$114,493	\$114,493	\$114,493	\$114,493	\$114,493
Five Year Reports	\$39,680	\$39,680	\$39,680	\$39,680	\$39,680	\$39,680
Close Out Report	\$52,964	\$52,964	\$52,964	\$52,964	\$52,964	\$52,964
Total	\$20,344,533	\$24,512,531	\$24,633,194	\$27,114,445	\$27,538,452	\$29,133,839
<i>FS Estimate</i>	\$23,254,307	\$23,254,307	\$23,254,307	\$23,254,307	\$23,254,307	\$23,254,307

The above tables show the contractor bids with other associated cost estimates to complete the work at IR Site 3 for each alternative. This estimate is compared to the estimate presented in the FS-RAP for this work. It shows that utilizing the apparent lowest bidder's (Pacific States) costs, plus a 15% contingency, that the project costs is between 12.5% and 15.5% below the estimates done in the FS-RAP. The next two lowest bidders (Magnus Pacific and ERRG) have similar bids and lead to overall project costs that are between 2% and 6% above the estimates done in the FS-RAP (including a 15% contingency). The remaining three bidders (AECOM, Evans Brothers, and Northstar) are significantly higher than the estimates completed in the FS-RAP, leading to overall project costs that are between 9% and 28% above the estimates done in the FS-RAP (including a 15% contingency).

Overall the bids from the lowest three bidders seem to be similar to the cost expected and developed during the FS process.

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Canvass of Bids

Remediation and Abatement Point Molate Naval Fuel Depot

Bid Date: July 10, 2014 @ 1pm

Bid Item	Description	Quantity	Unit	Contractor		Contractor		Contractor	
				AECOM		Magnus		Evans Brothers	
				Meets Submittal Reqs. Yes/No	Unit Rate	Total	Meets Submittal Reqs. Yes/No	Unit Rate	Total
1	Mobilization /	1	LS	\$309,093.00	\$309,093.00	\$230,400.00	\$230,400.00	\$700,000.00	\$700,00
2	Construction	1	LS	\$78,916.00	\$78,916.00	\$27,540.00	\$27,540.00	\$10,000.00	\$10,00
3	Dewatering	200	Calendar Days	\$1,845.00	\$369,000.00	\$2,435.00	\$487,000.00	\$3,500.00	\$700,00
4	Stabilized	3	Each	\$8,534.00	\$25,602.00	\$9,550.00	\$28,650.00	\$12,000.00	\$36,00
5	Obtain and Store	500	LF	\$32.00	\$16,000.00	\$20.50	\$10,250.00	\$25.00	\$12,50
6	Implement Stormwater Pollution	6	months	\$23,231.00	\$139,386.00	\$4,030.00	\$24,180.00	\$17,000.00	\$102,00
7	Demonition, Removal, Transport and Abatement of	1	LS	\$61,166.00	\$61,166.00	\$34,400.00	\$34,400.00	\$17,000.00	\$17,00
8	Lead-Based Paint	1	LS	\$337,567.00	\$337,567.00	\$165,600.00	\$165,600.00	\$135,000.00	\$135,00
9	Demonition, Removal, Transport and Disposal/Recycli	1	LS	\$214,827.00	\$214,827.00	\$283,600.00	\$283,600.00	\$580,000.00	\$580,00
10	Removal, Transport and	1000	LF	\$66.00	\$66,000.00	\$35.50	\$35,500.00	\$11.00	\$11,00
11	Renovate and Modify Packaged Groundwater	1	LS	\$34,792.00	\$34,792.00	\$65,790.00	\$65,790.00	\$140,000.00	\$140,00
12	Excavate and	2500	CY	\$12.00	\$30,000.00	\$8.10	\$20,250.00	\$17.00	\$42,50
13	Disposal of Class	504	TN	\$113.00	\$56,952.00	\$120.00	\$60,480.00	\$122.00	\$61,48
14	Transport, and	3,693	TN	\$104.00	\$384,072.00	\$116.00	\$428,388.00	\$114.00	\$421,00
15	Import and Place	15,000	tons	\$36.00	\$540,000.00	\$30.00	\$450,000.00	\$35.00	\$525,00
16	Site Restoration	7.5	Acres	\$9,991.00	\$74,932.50	\$3,375.00	\$25,312.50	\$13,000.00	\$97,50
17	Record and	1	LS	\$36,383.00	\$36,383.00	\$50,530.00	\$50,530.00	\$50,000.00	\$50,00
18	Groundwater	1	LS	\$130,292.00	\$130,292.00	\$234,500.00	\$234,500.00	\$125,000.00	\$125,00

Subtotal	\$2,904,980.50	\$2,662,370.50	\$3,765,990.00
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All									
19.1	Excavate and Load Class II Soil	78,648	BCY	\$10.00	\$786,480.00	\$6.70	\$526,941.60	\$9.00	\$707,83
20.1	Excavation and Stockpile Soil on Site for Reuse	78,136	BCY	\$10.00	\$781,360.00	\$9.95	\$777,453.20	\$21.00	\$1,640,85
21.1	Transport and Disposal of Class II Soil	129,769	TN	\$33.00	\$4,282,377.00	\$30.65	\$3,977,419.85	\$35.00	\$4,541,91
22.1	Import and Place General Fill	114,769	TN	\$21.00	\$2,410,149.00	\$20.65	\$2,369,979.85	\$21.00	\$2,410,14
23.1	Install Slurry Wall and French Drain System	1	LS	\$486,576.00	\$486,576.00	\$260,000.00	\$260,000.00	\$290,000.00	\$290,00
24.1	Sorptive Material (Blended into Backfill) – Material and Placement	60	TN	\$179.00	\$10,740.00	\$4,485.00	\$269,100.00	\$6,000.00	\$360,00

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Contractor Pacific States Meets Submittal Reqs. Yes/No		Contractor ERRG Meets Submittal Reqs. Yes/No		Contractor Northstar Meets Submittal Reqs. Yes/No		Contractor Meets Submittal Reqs. Yes/No		Contractor Meets Submittal Reqs. Yes/No	
Unit Rate	Total	Unit Rate	Total	Unit Rate	Total	Unit Rate	Total	Unit Rate	Total
\$190,000.00	\$190,000.00	\$758,829.00	\$758,829.00	\$420,000.00	\$420,000.00				
\$12,000.00	\$12,000.00	\$20,810.00	\$20,810.00	\$25,000.00	\$25,000.00				
\$1,070.00	\$214,000.00	\$889.00	\$177,800.00	\$2,000.00	\$400,000.00				
\$5,900.00	\$17,700.00	\$62,850.00	\$188,550.00	\$30,000.00	\$90,000.00				
\$50.00	\$25,000.00	\$26.00	\$13,000.00	\$55.00	\$27,500.00				
\$7,710.00	\$46,260.00	\$69,025.00	\$414,150.00	\$15,000.00	\$90,000.00				
\$42,000.00	\$42,000.00	\$129,561.00	\$129,561.00	\$25,000.00	\$25,000.00				
\$84,700.00	\$84,700.00	\$17,269.00	\$17,269.00	\$15,000.00	\$15,000.00				
\$267,000.00	\$267,000.00	\$260,554.00	\$260,554.00	\$150,000.00	\$150,000.00				
\$31.00	\$31,000.00	\$13.00	\$13,000.00	\$70.00	\$70,000.00				
\$86,000.00	\$86,000.00	\$75,000.00	\$75,000.00	\$192,000.00	\$192,000.00				
\$6.00	\$15,000.00	\$31.00	\$77,500.00	\$11.00	\$27,500.00				
\$113.00	\$56,952.00	\$118.00	\$59,472.00	\$250.00	\$126,000.00				
\$102.00	\$376,686.00	\$110.00	\$406,230.00	\$100.00	\$369,300.00				
\$16.76	\$251,400.00	\$25.00	\$375,000.00	\$23.00	\$345,000.00				
\$6,700.00	\$50,250.00	\$22,614.00	\$169,605.00	\$10,000.00	\$75,000.00				
\$60,000.00	\$60,000.00	\$10,566.00	\$10,566.00	\$60,000.00	\$60,000.00				
\$70,500.00	\$70,500.00	\$182,209.00	\$182,209.00	\$65,000.00	\$65,000.00				
\$1,896,448.00		\$3,349,105.00		\$2,572,300.00		\$0.00		\$0.00	

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\$5.25	\$412,902.00	\$10.20	\$802,209.60	\$11.00	\$865,128.00				
\$5.25	\$410,214.00	\$3.82	\$298,479.52	\$8.50	\$664,156.00				
\$31.50	\$4,087,723.50	\$28.93	\$3,754,217.17	\$50.00	\$6,488,450.00				
\$12.00	\$1,377,228.00	\$17.58	\$2,017,639.02	\$12.50	\$1,434,612.50				
\$207,000.00	\$207,000.00	\$467,039.00	\$467,039.00	\$440,000.00	\$440,000.00				
\$4,350.00	\$261,000.00	\$5,708.00	\$342,480.00	\$5,000.00	\$300,000.00				

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Canvass of Bids

Remediation and Abatement Point Molate Naval Fuel Depot

Bid Date: July 10, 2014 @ 1pm

Bid Item	Description	Quantity	Unit	Contractor		Contractor		Contractor	
				AECOM		Magnus		Evans Brothers	
				Meets Submittal Reqs. Yes/No		Meets Submittal Reqs. Yes/No		Meets Submittal Reqs. Yes/No	
Unit Rate	Total	Unit Rate	Total	Unit Rate	Total	Unit Rate	Total		
25.1	Replace Stormwater Conveyance Pipe and Outfall	1	LS	\$127,706.00	\$127,706.00	\$100,000.00	\$100,000.00	\$85,000.00	\$85,000.00
26.1	Groundwater Aeration Pipe	1	LS	\$53,484.00	\$53,484.00	\$6,500.00	\$6,500.00	\$12,000.00	\$12,000.00
19.2	Excavate and Load Class II Soil	78,648	BCY						
20.2	Excavation and Stockpile Soil on Site for Reuse	78,136	BCY						
21.2	Alternately-Treated Class II Soil	129,769	TN						
22.2	Backfill Treated Class II Soil	129,769	TN						
23.2	Install Slurry Wall and French Drain System	1	LS						
24.2	Sorptive Material (Blended Into Backfill) – Material and Placement	340	TN						
25.2	Replace Stormwater Conveyance Pipe and Outfall	1	LS						
26.2	Groundwater Aeration Pipe	1	LS						

Subtotal				\$8,938,872.00		\$8,287,394.50		\$10,047,752.00	
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Bid Item	Description	Quantity	Unit	Unit Rate	Total	Unit Rate	Total	Unit Rate	Total
27.1	Excavate and Load Class II Soil	90,985	BCY	\$10.00	\$909,850.00	\$6.70	\$609,599.50	\$10.00	\$909,850.00
28.1	Excavation and Stockpile Soil on Site for Reuse	94,159	BCY	\$11.00	\$1,035,749.00	\$9.95	\$936,882.05	\$20.00	\$1,883,180.00
29.1	Transport and Disposal of Class II Soil	150,125	TN	\$34.00	\$5,104,250.00	\$30.65	\$4,601,331.25	\$34.50	\$5,179,312.50
30.1	Import and Place General Fill	135,125	TN	\$22.00	\$2,972,750.00	\$20.65	\$2,790,331.25	\$21.00	\$2,837,625.00

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Canvass of Bids

Remediation and Abatement Point Molate Naval Fuel Depot

Bid Date: July 10, 2014 @ 1pm

Bid Item	Description	Quantity	Unit	Contractor		Contractor		Contractor	
				AECOM		Magnus		Evans Brothers	
				Meets Submittal Reqs. Yes/No		Meets Submittal Reqs. Yes/No		Meets Submittal Reqs. Yes/No	
Unit Rate	Total	Unit Rate	Total	Unit Rate	Total	Unit Rate	Total		
31.1	Replace Stormwater Conveyance Pipe and Outfall	1	LS	\$125,870.00	\$125,870.00	\$100,000.00	\$100,000.00	\$85,000.00	\$85,000.00
27.2	Excavate and Load Class II Soil	90,985	BCY						
28.2	Excavation and Stockpile Soil on Site for Reuse	94,159	BCY						
29.2	Alternately-Treated Class II Soil	150,125	TN						
30.2	Backfill Class II Soil	150,125	TN						
31.2	Replace Stormwater Conveyance Pipe and Outfall	1	LS						

Subtotal				\$10,148,469.00	\$9,038,144.05	\$10,894,967.50			
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All									
Bid Item	Description	Quantity	Unit	Unit Rate	Total	Unit Rate	Total	Unit Rate	Total
32.1	Excavate and Load Class II Soil	181,889	BCY	\$10.00	\$1,818,890.00	\$6.70	\$1,218,656.30	\$10.00	\$1,818,890.00
33.1	Excavation and Stockpile Soil on Site for Reuse	70,403	BCY	\$10.00	\$704,030.00	\$9.95	\$700,509.85	\$20.00	\$1,408,060.00
34.1	Transport and Disposal of Class II Soil	300,117	TN	\$34.00	\$10,203,978.00	\$30.65	\$9,198,586.05	\$33.00	\$9,903,861.00
35.1	Import and Place General Fill	285,117	TN	\$22.00	\$6,272,574.00	\$20.65	\$5,887,666.05	\$19.00	\$5,417,223.00
36.1	Replace Stormwater Conveyance Pipe and Outfall	1	LS	\$125,870.00	\$125,870.00	\$100,000.00	\$100,000.00	\$85,000.00	\$85,000.00
32.2	Excavate and Load Class II Soil	181,889	CY						
33.2	Excavation and Stockpile Soil on Site for Reuse	70,403	CY						
34.2	Alternately-Treated Class II Soil	300,117	TN						
35.2	Backfill Class II Soil	300,117	TN						

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Canvass of Bids

Remediation and Abatement Point Molate Naval Fuel Depot
 Bid Date: July 10, 2014 @ 1pm

Bid Item	Description	Quantity	Unit	Contractor		Contractor		Contractor	
				AECOM		Magnus		Evans Brothers	
				Meets Submittal Reqs. Yes/No		Meets Submittal Reqs. Yes/No		Meets Submittal Reqs. Yes/No	
Unit Rate	Total	Unit Rate	Total	Unit Rate	Total	Unit Rate	Total		
36.2	Replace Stormwater Conveyance Pipe and Outfall	1	LS						
Subtotal				\$19,125,342.00		\$17,105,418.25		\$18,633,034.00	
37	Deploy On boom (Contingent on Need) – payment will be by the account of the owner	100	LF	\$58.16	\$5,816.00	\$120.00	\$12,000.00	\$26.00	\$2,600.00
Subtotal				\$5,816.00		\$12,000.00		\$2,600.00	
Total Alternative 5B				\$11,843,852.50		\$10,949,765.00		\$13,813,74	
Total Alternative 6				\$13,053,449.50		\$11,700,514.55		\$14,660,95	
Total Alternative 7				\$22,030,322.50		\$19,767,788.75		\$22,399,02	
								Total Wt	
Total Alternative 5B				\$11,843,852.50		\$10,949,765.00		\$13,813,74	
Total Alternative 6				\$13,053,449.50		\$11,700,514.55		\$14,660,95	
Total Alternative 7				\$22,030,322.50		\$19,767,788.75		\$22,399,02	

Differences between the totals are highlighted in red

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Contractor		Contractor		Contractor		Contractor		Contractor	
Pacific States		ERRG		Northstar					
Meets Submittal Reqs. Yes/No		Meets Submittal Reqs. Yes/No		Meets Submittal Reqs. Yes/No		Meets Submittal Reqs. Yes/No		Meets Submittal Reqs. Yes/No	
Unit Rate	Total	Unit Rate	Total	Unit Rate	Total	Unit Rate	Total	Unit Rate	Total
\$14,246,994.05		\$16,523,608.03		\$21,214,017.00		\$0.00		\$0.00	
Agency									
\$60.00	\$6,000.00	\$39.91	\$3,991.00	\$150.00	\$15,000.00				
\$6,000.00		\$3,991.00		\$15,000.00		\$0.00		\$0.00	
	\$8,717,415.50		\$11,360,913.31		\$12,861,646.50		\$0.00		\$0.00
	\$9,241,094.55		\$11,685,673.45		\$13,608,799.00		\$0.00		\$0.00
	\$16,143,442.05		\$19,872,713.03		\$23,786,317.00		\$0.00		\$0.00
Proposal									
	\$8,717,415.50		\$11,360,913.31		\$10,289,348.50				
	\$9,241,094.55		\$11,685,673.45		\$11,036,499.00				
	\$16,143,442.05		\$19,872,713.03		\$21,214,017.00				

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EDMUND G. BROWN JR.
GOVERNOR



MATTHEW RODRIGUEZ
SECRETARY FOR
ENVIRONMENTAL PROTECTION

San Francisco Bay Regional Water Quality Control Board

June 4, 2014
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: Approval of IR Site 3, Feasibility Study/Remedial Action Plan
Former NFD Point Molate, Richmond, Contra Costa County**

Dear Mr. Privat:

We have reviewed the final revised *IR Site 3, Feasibility Study / Remedial Action Plan, Former NFD Point Molate, (FS/RAP)*, dated May 2014. The report was submitted pursuant to Task 3(a) of Water Board Order No. R2-2011-0087. Our decision to concur with the report included a public outreach requesting public input. We considered all public input and made changes as necessary. The report adequately defines the cleanup options for the site and is acceptable for implementation.

Pursuant to our letter dated August 5, 2013, approving a time delay for submitting reports required by Water Board Order No. R2-2011-0087, the draft remedial action completion report for the IR Site 3 cleanup is due **May 1, 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,

*Terry Seward
for*

Digitally signed by Terry Seward
DN: cn=Terry Seward, o=SF Water Board, ou=GWPD, email=TSeward@waterboards.ca.gov, c=US
Date: 2014.06.04 09:59:25 -07'00'

Bruce H. Wolfe
Executive Officer

Attached: June 4, 2014 Response to Comments

cc:
Bill Carson, william.carson@terraphase.com
Paul Carman, paulcarman@comcast.net



EDMUND G. BROWN JR.
GOVERNOR

MATTHEW RODRIGUEZ
SECRETARY FOR
ENVIRONMENTAL PROTECTION

San Francisco Bay Regional Water Quality Control Board

FROM: George Leyva, P.G.
Project Manager
Ground Water Division

DATE: June 4, 2014

SUBJECT: RESPONSE TO COMMENTS - DRAFT IR SITE-3 FS/RAP
ECM # T0609592138

We received comments from only one entity regarding the Draft IR Site 3 FS/RAP: the Point Molate Community Advisory Committee (PMCAC), dated May 12, 2014. I have considered those comments and have prepared the following responses. The responses were developed in coordination with TerraPhase, the preparer of the FS/RAP. This document will be attached to the Final FS/RAP in Appendix Q – Public Responsiveness Summary. Each comment provided (italicized) is repeated below followed by the Water Board response:

Comment 1) GHG Analysis format and scope

PMCAC consulted with Focus Environmental, providing input data as per the current Draft FS/RAP, revision 1, regarding total soil quantities, truck load volumes, transport distances, with variants for soil moisture content; and requested that a format be developed that would provide clearer comparison of CO² emissions for both the excavation and fill and thermal desorption remediation methods. We recommend that the GHG analysis in the FS/RAP be constructed in the same fashion as the GHG analysis provided by Focus Environmental (attached). Additionally GHG emission analysis should be provided for equipment that will be used to perform the demolition and construction.

We recommend including an analysis of particulate emissions for both excavation and fill and thermal desorption methods for the remediation, and the equipment to be used to effect the remediation, preferably by phase of the remediation. The CalEEMod land use emission model could be used for this analysis with underlying ARB models for equipment and vehicle emissions (ARB OFFROAD2011 and ARB EMFAC2011 respectively).

We also recommend that the GHG analysis for the excavation and fill method include truck trips for Class I soil to Kettelman (not included in current draft) as well as Class II soil to Keller Canyon (included in current draft). The GHG analysis should also include CO² and methane emission analysis for the deterioration process of soil in land fill within the excavation and haul method.

Response:

The analysis provided by the PMCAC (from Focus Environmental) will be added to the FS/RAP document in the public responsiveness summary appendix. This analysis presumes that there are additional green-house gas emissions from the use of High-Temperature Thermal Desorption (HTTD) in lieu of hauling the soil to a landfill. While this analysis could affect the consideration of remedial alternatives, no changes in the FS/RAP were considered. If HTTD is

DR. TERRY F. YOUNG, CHAIR | BRUCE H. WOLFE, EXECUTIVE OFFICER

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FCAS 2

selected by the City of Richmond as a method to treat and reuse the fuel contaminated soil, the associated changes in environmental impacts (including possible increases in green-house gas effects) associated with this technology must be reviewed by the City of Richmond as the lead agency for the original CEQA evaluation. That review must determine what, if any, additional or supplemental CEQA evaluation is necessary. At that point the City will determine the appropriate analysis for changes to the overall environmental impacts.

Comment 2) Comparative Analysis of Remediation Alternatives by Balancing Criteria – Scoring

We recommend the following changes to the balanced criteria scoring levels as found in table ES-1:

Alternative 4(a) - change total score to 17 based on a change to the criteria score for implement-ability to Medium Low (2)

Alternative 5(b) - change total score to 19 based on a change to the criteria score for cost effectiveness to Medium Low (2)

Alternative 7 - change total score to 17 based on change to the criteria score for implement-ability to Medium High (4)

Response:

The scoring process and the scores provided in the FS/RAP are appropriate and adequate for the remedial alternative selection process. Therefore; no changes were made. However, the alternative proposed scoring as described is noted and has been attached in Appendix Q – Public Responsiveness Summary.

Comment 3) Site Remediation Implementation Schedule

The dates and timeline noted in the Site Remediation Implementation Schedule – Section 11.0 - may have been developed at earlier phases of preparation of the Draft Final FS/RAP for IR Site 3 and now several dates have been eclipsed.

We recommend forwarding all dates in the Remediation Implementation Schedule by two months minimum to synchronize to current time. Additionally we recommend providing a 60 day window for the RFP/Bidding and award process amending the start date of this process to 5/15/14. Subsequently the demolition phase would begin on 7/15/14 with all succeeding activities pushed out accordingly.

Response:

Agreed - The Implementation Schedule Section (Section 11) in the FS/RAP has been changed to better estimate the progression of events for the remediation of IR Site 3. The preliminary schedule may be further modified based on permitting requirements and general contractor method preferences.

The work is initially planned to be completed in two major phases such that, as work progresses, work can be delayed to allow for winterization of Phase I and allowing for construction of Phase II in the following season. Site conditions and work progress will be reviewed in October 2014 with the City of Richmond and this Water Board. A decision will be made at that time whether to continue with the work through the winter season. If Phase II is delayed to 2015, Phase II work will begin approximately on May 1, 2015, and the remaining schedule will follow. During this potential delay and during the Phase II construction, the packaged groundwater treatment plant (PGWTP) will be maintained and operated in compliance with its NPDES permit.

In addition, this Water Board intends to revise the schedule for the tasks included in Order No. R2-2011-087, by amending the Order. This will better align the task completion dates with the actual work schedule once the IR Site 3 remediation is underway.

Comment 4) Community Acceptance Scoring of Remediation Alternatives, From p. 178:
Alternative 7 was rated as low because of the larger volume of soil transportation and the extended construction season would result in greater impacts to the community.

While Alternative 7 would involve larger soil volumes and an extended construction schedule vs. the other alternatives, the site would be remediated to unrestricted use levels providing the greatest flexibility in land use planning for the site, and would likely be the preferred level of remediation for the community. We recommend altering the score to Medium High.

Response:

The scoring in the Draft FS/RAP is appropriate and was not changed. Since Alternative 7 is the most expensive option, it may be implemented if funding becomes available. However, due to the cost to implement this alternative, it should remain as previously stated.

Comment 5) Section 4.3.7.3 Greenhouse Gas Generation – Thermal desorption
From p. 97: *As shown in the ... table, HTTD process would generate approximately 15-times more CO² than truck transportation to the Keller Canyon Landfill.*

The comparative figure of CO² emissions between excavation and hauling vs. thermal desorption based on Focus Environmental analysis indicates that thermal desorption generates approximately 7 times more CO² than the truck transportation for the same volume remediated. As per comment 1 above, a full life cycle analysis of emissions, both CO² and particulate for both methods that include the equipment to be used for demolition and construction as well as ongoing GHG emissions from land fill deposited soil will provide the most balanced view of GHG emissions for both remediation methods.

Response:

Please see response to Comment 1 – If HTTD is selected, the City of Richmond must evaluate this issue in the CEQA documentation.

Comment 6) Quantities and cost for clean fill

We recommend providing a range of clean fill loads required for alternatives 5, 6, and 7 based on three assumptions: 1) no grade 2) 2-3% grade allowing for (managed) run off 3) a sufficient grade to tier towards end point of fill meeting natural shoreline elevations. Minimal fill levels as required by the Water Board should be included. This analysis should also include costing for clean fill with a factor for price variants for fill based on distance to source and/or availability, which can be expressed as a percentage contingency factor.

Response:

The level of detail defined for grading and soil import in the existing FS/RAP is adequate to make decisions regarding the remediation alternatives. While the actual volumes may fluctuate depending on final finished grade profiles, refining the volumes needed beyond what has been determined is beyond the scope of the FS/RAP. As long as site topographic contours meet the requirements for waste containment (particularly for alternative 5b) the final slope profile may be adjusted later during the development of the site.



Pt Molate Report

PMCAC #38 July 21, 2014

Expenditures and balance from Navy Escrow Fund:

- One Expenditures totaling \$36,883.79 thru July 11, 2014.
- Balance: \$18,879,897.75

Expenditures and balance from City General Fund:

- Expenditures to date for FY 13-14 total \$310,190.
- Balance: \$112,141

Insurance Report filings

- Report March to June, 2014 provided.

Lease/Occupation status for all Pt. Molate Users

- Initial meeting with Richmond Museum of History set for week of July 21, 2014.
- Public Works to provide assistance in identification of other City occupants.

Monthly Summary of security incidents:

- June report enclosed.
- No significant incidents reported for any of the particular days, 7 Officers assigned during month to perform security checks from upper ridge line to lower shoreline areas;
- No significant Incidents reported during the June, 2014 period.
- DP Security performed 38 Contacts during this period.

Monthly Summary of authorized entries:

- There were 139 public entry authorizations including Greenbelt Alliance Tour, Looking Glass Photography Tour, two individual photography tours, and 16 IR Site 3 bid additional Site review requests from Republic Services, DECON environmental, Evans Brothers, and ERRG. Additionally, with Staff, there were over 50 attending but not included in the above total for the June 11 Mandatory Site Walk for the Pt Molate IR Site 3 Remediation and Abatement Project Bid Proposal.

Caretaker Summary

- Public Works Director confirmed on July 16 that due to budget and staffing shortages that there will no longer be a Caretaker at Point Molate and current Caretaker Mr. Willie Agnew has been reassigned to other Public Works duties.
- There is no Caretaker Report and none should be expected in the near future.

Beach Park

- Parks Division new representative for the Beach Park Mr. Frank Gonzales was contacted about birds such as Crows were flinging trash around due to no lids on cans.
- Follow up to Code Enforcement from last month's request to check and see about removing reported trash on steep embankment at park entrance.

IR Site 3 Remediation and Abatement Project Bid

- IR Site 3 Job Walk with Contractors was conducted on June 11. RFP issued May 27 and Six (6) Proposals were received on July 8. Proposals were received from AECOM, Magnus, Evans Brothers, Pacific States, Engineering Remediation Resources Group (ERRG), and Northstar. Pacific States Environmental Contractors, Inc. was deemed to be the lowest responsible and Richmond Contract Compliant bidder and their Alternative 6 bid will be going forward to the City Council on July 29.

Pt. Molate Remediation Budget Report
As of July 16, 2014

Project / Program Name: Pt. Molate Remediation Oversight				
Project Description: Pt. Molate				
			Point Molate	
			Site Remediation	
			Capital Budget	
Sources of Funds:		Navy Funds	Interest	Total
Navy Funds		\$ 28,500,000.00		
		Expenditures	Revenues	Balance
Transactions	Date	As of 6/13/2014	As of 6/13/2014	As of 6/13/2014
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 - July 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 July 16, 2014

Transactions	Date	Expenditures	Revenues	Balance
		As of 6/13/2014	As of 6/13/2014	As of 6/13/2014
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 July 16, 2014

Transactions	Date	Expenditures As of 6/13/2014	Revenues As of 6/13/2014	Balance As of 6/13/2014
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 July 16, 2014

Transactions	Date	Expenditures As of 6/13/2014	Revenues As of 6/13/2014	Balance As of 6/13/2014
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
State Water Resources Control Board	4/2/2013	\$ 23,492.08		\$ 19,921,826.40

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Pt. Molate Remediation Budget Report
As of July 16, 2014

Transactions	Date	Expenditures	Revenues	Balance
		As of 6/13/2014	As of 6/13/2014	As of 6/13/2014
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
FAFC Fee Slip - June & July 2013	8/2/2013	\$ 600.00		\$ 19,731,836.08
Terraphase Engineering, Inc.	8/8/2013	\$ 44,555.23		\$ 19,687,280.85
Contra Costa Health Services	8/8/2013	\$ 348.00		\$ 19,686,932.85
State Water Resources Control Board	8/8/2013	\$ 10,078.39		\$ 19,676,854.46
Terraphase Engineering, Inc.	8/8/2013	\$ 60,528.86		\$ 19,616,325.60
Nichols Consulting Engineers, CHTD	8/8/2013	\$ 1,046.00		\$ 19,615,279.60
Savings Interest - July 2013	8/12/2013		\$ 1,824.74	\$ 19,617,104.34
Savings Interest - August 2013	9/11/2013		\$ 1,818.23	\$ 19,618,922.57
Terraphase Engineering, Inc.	10/17/2013	\$ 51,248.57		\$ 19,567,674.00
Nichols Consulting Engineers, CHTD	10/17/2013	\$ 24,745.00		\$ 19,542,929.00
Terraphase Engineering, Inc.	11/15/2013	\$ 28,351.81		\$ 19,514,577.19
Terraphase Engineering, Inc.	12/18/2013	\$ 68,604.41		\$ 19,445,972.78
Contra Costa Health Services	12/18/2013	\$ 348.00		\$ 19,445,624.78
State Water Resources Control Board	12/18/2013	\$ 1,952.67		\$ 19,443,672.11
State Water Resources Control Board	12/18/2013	\$ 11,877.00		\$ 19,431,795.11
Terraphase Engineering, Inc.	12/20/2013	\$ 66,328.38		\$ 19,365,466.73
Interest earned			\$ 409.95	\$ 19,365,876.68
Union Bank Fee		\$ 1,560.00		\$ 19,364,316.68
Terraphase Engineering, Inc.	2/10/2014	\$ 65,579.43		\$ 19,298,737.25
Contra Costa Health Services	2/10/2014	\$ 348.00		\$ 19,298,389.25
State Water Resources Control Board	2/10/2014	\$ 19,032.82		\$ 19,279,356.43
Terraphase Engineering, Inc.	3/17/2014	\$ 103,683.69		\$ 19,175,672.74
Terraphase Engineering, Inc.	3/27/2014	\$ 102,373.52		\$ 19,073,299.22
State Water Resources Control Board	3/27/2014	\$ 6,224.57		\$ 19,067,074.65
Terraphase Engineering, Inc.	5/6/2014	\$ 68,324.79		\$ 18,998,749.86
Terraphase Engineering, Inc.	6/3/2014	\$ 61,640.00		\$ 18,937,109.86
State Water Resources Control Board	6/3/2014	\$ 553.32		\$ 18,936,556.54
Contra Costa Health Services	6/3/2014	\$ 348.00		\$ 18,936,208.54
City of Richmond - 2012 Single Audit Reimbursement	6/3/2014	\$ 10,227.00		\$ 18,925,981.54
City of Richmond - 2013 Single Audit Reimbursement	6/3/2014	\$ 9,200.00		\$ 18,916,781.54
Terraphase Engineering, Inc.	7/11/2014	\$ 36,883.79		\$ 18,879,897.75
Current as of 6/13/2014		\$ 9,826,504.60	\$ 206,402.35	
Remaining Balance				\$ 18,879,897.75

Pt. Molate Remediation Budget Report
As of July 16, 2014

Vendors	Date	Expenditures As of 7/16/2014	Revenues As of 7/16/2014	Balance As of 7/16/2014
City of Richmond - Reimbursements				
City of Richmond - MoFo Reimbursement	8/20/2010	\$ 4,016.25		
City of Richmond - MoFo Reimbursement	10/18/2010	\$ 15,503.75		
City of Richmond - MoFo Reimbursement	11/10/2010	\$ 9,766.50		
City of Richmond - MoFo Reimbursement	1/5/2011	\$ 446.25		
City of Richmond - MoFo Reimbursement	9/8/2011	\$ 3,098.75		
City of Richmond - MoFo Reimbursement	10/21/2011	\$ 7,505.00		
City of Richmond - MoFo Reimbursement	7/9/2012	\$ 10,614.35		
City of Richmond - Nichols Reimbursement	9/8/2011	\$ 9,655.72		
City of Richmond - 2011 Single Audit Reimbursement	7/9/2012	\$ 10,234.00		
City of Richmond - 2012 Single Audit Reimbursement	6/3/2014	\$ 10,227.00		
City of Richmond - 2013 Single Audit Reimbursement	6/3/2014	\$ 9,200.00		
TOTAL		\$ 90,267.57	\$ -	\$ 90,267.57
Contra Costa County				
Contra Costa County	7/15/2010	\$ 1,264.00		
Contra Costa County	10/18/2010	\$ 632.00		
Contra Costa County - Refund	11/19/2010	\$ -	\$ 158.00	Net Total*
TOTAL		\$ 1,896.00	\$ 158.00	\$ 1,738.00
Contra Costa Environmental Health				
Contra Costa Environmental Health/CCHS	1/5/2011	\$ 474.00		
Contra Costa Environmental Health/CCHS	2/16/2011	\$ 474.00		
Contra Costa Environmental Health/CCHS	8/23/2011	\$ 474.00		
Contra Costa Environmental Health/CCHS	11/14/2011	\$ 474.00		
Contra Costa Environmental Health/CCHS	1/25/2012	\$ 395.00		
Contra Costa Environmental Health/CCHS	8/29/2012	\$ 632.00		
Contra Costa Environmental Health/CCHS	10/30/2012	\$ 316.00		
Contra Costa Environmental Health/CCHS	2/12/2013	\$ 316.00		
Contra Costa Environmental Health/CCHS	6/14/2013	\$ 348.00		
Contra Costa Environmental Health/CCHS	8/8/2013	\$ 348.00		
Contra Costa Environmental Health/CCHS	12/18/2013	\$ 348.00		
Contra Costa Environmental Health/CCHS	2/10/2014	\$ 348.00		
Contra Costa Environmental Health/CCHS	6/3/2014	\$ 348.00		
TOTAL		\$ 5,295.00	\$ -	\$ 5,295.00

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Pt. Molate Remediation Budget Report
As of July 16, 2014

Vendors	Date	Expenditures As of 7/16/2014	Revenues As of 7/16/2014	Balance As of 7/16/2014
Escrow Account Holder Fees				
FAFC Fee Slip - April 2012	4/16/2012	\$ 300.00		
FAFC Fee Slip - April 2013	4/4/2013	\$ 300.00		
FAFC Fee Slip - August 2010	9/13/2010	\$ 300.00		
FAFC Fee Slip - August 2011	8/23/2011	\$ 300.00		
FAFC Fee Slip - December 2010	2/8/2011	\$ 300.00		
FAFC Fee Slip - December 2012	12/11/2012	\$ 300.00		
FAFC Fee Slip - Feb. to April 2011	4/18/2011	\$ 900.00		
FAFC Fee Slip - February 2013	2/8/2013	\$ 300.00		
FAFC Fee Slip - January & February 2012	2/29/2012	\$ 600.00		
FAFC Fee Slip - January 2011	2/8/2011	\$ 300.00		
FAFC Fee Slip - January 2013	1/7/2013	\$ 300.00		
FAFC Fee Slip - July 2011	7/29/2011	\$ 300.00		
FAFC Fee Slip - June & July 2013	8/2/2013	\$ 600.00		
FAFC Fee Slip - June 2011	6/6/2011	\$ 300.00		
FAFC Fee Slip - March 2012	3/8/2012	\$ 300.00		
FAFC Fee Slip - March 2013	3/4/2013	\$ 300.00		
FAFC Fee Slip - May - July 2010	8/16/2010	\$ 900.00		
FAFC Fee Slip - May 2011	5/6/2011	\$ 300.00		
FAFC Fee Slip - May 2012	5/18/2012	\$ 300.00		
FAFC Fee Slip - May 2012	6/7/2012	\$ 290.00		
FAFC Fee Slip - May 2012	10/1/2012	\$ 900.00		
FAFC Fee Slip - May 2012	10/9/2012	\$ 300.00		
FAFC Fee Slip - May 2013	5/1/2013	\$ 300.00		
FAFC Fee Slip - November & December 2011	12/8/2011	\$ 600.00		
FAFC Fee Slip - November 2010	1/5/2011	\$ 300.00		
FAFC Fee Slip - November 2012	12/11/2012	\$ 300.00		
FAFC Fee Slip - October 2010	11/8/2010	\$ 300.00		
FAFC Fee Slip - October 2011	3/8/2012	\$ 300.00		
FAFC Fee Slip - September 2010	10/7/2010	\$ 300.00		
FAFC Fee Slip - September 2011	9/8/2011	\$ 300.00		
First American Fund Control	11/1/2010	\$ 2,704.15		
First American Fund Control (FAFC) Setup Fee	4/20/2010	\$ 1,000.00		
Union Bank Fees	7/5/1905	\$ 1,560.00		
TOTAL		\$ 16,954.16	\$ -	\$ 16,954.16

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Pt. Molate Remediation Budget Report
As of July 16, 2014

Vendors	Date	Expenditures		Revenues		Balance	
		As of 7/16/2014		As of 7/16/2014		As of 7/16/2014	
Morrison & Foerster LLP							
Morrison & Foerster LLP	10/21/2011	\$	3,520.00				
Morrison & Foerster LLP	11/14/2011	\$	1,933.75				
Morrison & Foerster LLP	12/8/2011	\$	5,305.00				
Morrison & Foerster LLP	1/25/2012	\$	297.50				
Morrison & Foerster LLP	3/15/2012	\$	5,801.25				
Morrison & Foerster LLP	4/23/2012	\$	1,611.25				
Morrison & Foerster LLP	5/18/2012	\$	297.50				
Morrison & Foerster LLP	7/9/2012	\$	1,041.25				
TOTAL		\$	19,807.50	\$	-	\$	19,807.50
Nichols Consulting Engineers, CHTD							
Nichols Consulting Engineers, CHTD	10/21/2011	\$	6,234.50				
Nichols Consulting Engineers, CHTD	12/8/2011	\$	4,845.00				
Nichols Consulting Engineers, CHTD	7/9/2012	\$	22,670.75				
Nichols Consulting Engineers, CHTD	12/6/2012	\$	12,945.00				
Nichols Consulting Engineers, CHTD	12/21/2012	\$	2,016.64				
Nichols Consulting Engineers, CHTD	1/29/2013	\$	1,905.00				
Nichols Consulting Engineers, CHTD	8/8/2013	\$	1,046.00				
Nichols Consulting Engineers, CHTD	10/17/2013	\$	24,745.00				
TOTAL		\$	76,407.89	\$	-	\$	76,407.89
PG&E							
PG&E	10/21/2011	\$	6,626.33				
PG&E	12/8/2011	\$	3,016.85				
PG&E	3/15/2012	\$	3,026.91				
TOTAL		\$	12,670.09	\$	-	\$	12,670.09
RORE, Inc.							
RORE, Inc.	1/5/2011	\$	31,581.00				
TOTAL		\$	31,581.00	\$	-	\$	31,581.00

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Pt. Molate Remediation Budget Report
As of July 16, 2014

Vendors	Date	Expenditures As of 7/16/2014	Revenues As of 7/16/2014	Balance As of 7/16/2014
Savings Interest				
Savings Interest	9/1/2011		\$ 8,047.46	
Savings Interest	3/7/2011		\$ 2,704.15	
Savings Interest - April 2010	5/10/2010		\$ 1,989.85	
Savings Interest - April 2010	5/12/2010		\$ 3,218.95	
Savings Interest - April 2011	5/18/2011		\$ 4,575.58	
Savings Interest - April 2011	5/18/2011		\$ 1,024.62	
Savings Interest - April 2011	5/18/2011		\$ 1,025.75	
Savings Interest - April 2011	5/18/2011		\$ 415.61	
Savings Interest - April 2011	5/25/2011		\$ 2,180.76	
Savings Interest - April 2012	5/21/2012		\$ 1,900.11	
Savings Interest - April 2013	5/13/2013		\$ 3,206.73	
Savings Interest - August 2010	9/15/2010		\$ 773.33	
Savings Interest - August 2010	9/15/2010		\$ 773.33	
Savings Interest - August 2010	9/15/2010		\$ 2,564.97	
Savings Interest - August 2010	9/15/2010		\$ 5,136.59	
Savings Interest - August 2010	3/7/2011		\$ (773.33)	
Savings Interest - August 2011	9/19/2011		\$ 2,090.17	
Savings Interest - August 2012	9/12/2012		\$ 1,923.15	
Savings Interest - December 2010	1/26/2011		\$ 654.76	
Savings Interest - December 2010	1/26/2011		\$ 4,621.71	
Savings Interest - December 2010	1/26/2011		\$ 4,951.46	
Savings Interest - December 2012	1/23/2013		\$ 1,885.68	
Savings Interest - Decemberr 2011	1/30/2012		\$ 2,005.79	
Savings Interest - February 2011	3/1/2011		\$ 1,795.24	
Savings Interest - February 2011	3/3/2011		\$ 504.17	
Savings Interest - February 2011	3/28/2011		\$ -	
Savings Interest - February 2011	3/28/2011		\$ 4,435.35	
Savings Interest - February 2012	3/14/2012		\$ 1,860.86	
Savings Interest - February 2013	3/18/2013		\$ 3,040.52	
Savings Interest - January 2011	2/28/2011		\$ 567.29	
Savings Interest - January 2011	2/28/2011		\$ 2,056.91	
Savings Interest - January 2011	2/28/2011		\$ 4,918.91	
Savings Interest - January 2012	2/22/2012		\$ 1,997.55	
Savings Interest - January 2013	2/13/2013		\$ 3,340.54	
Savings Interest - July 2010	8/11/2010		\$ 732.37	
Savings Interest - July 2010	8/11/2010		\$ 732.37	
Savings Interest - July 2010	8/11/2010		\$ 2,409.34	
Savings Interest - July 2010	8/11/2010		\$ 4,830.04	
Savings Interest - July 2010	3/7/2011		\$ (732.37)	
Savings Interest - July 2011	8/24/2011		\$ 7,096.07	
Savings Interest - July 2011	8/24/2011		\$ 2,097.56	
Savings Interest - July 2012	8/22/2012		\$ 1,929.33	
Savings Interest - July 2013			\$ 1,824.74	
Savings Interest - June 2010	7/26/2010		\$ 493.14	
Savings Interest - June 2010	7/26/2010		\$ 493.14	
Savings Interest - June 2010	7/26/2010		\$ 2,852.41	
Savings Interest - June 2010	7/26/2010		\$ 5,330.73	
Savings Interest - June 2010	3/7/2011		\$ (493.14)	
Savings Interest - June 2011	7/18/2011		\$ 7,000.65	
Savings Interest - June 2011	7/18/2011		\$ 419.20	
Savings Interest - June 2011	7/20/2011		\$ 2,034.00	
Savings Interest - June 2012	7/16/2012		\$ 1,879.15	
Savings Interest - June 2013	7/10/2013		\$ 3,180.04	
Savings Interest - March 2011	4/11/2011		\$ 1,150.69	
Savings Interest - March 2011	4/11/2011		\$ 1,150.69	
Savings Interest - March 2011	4/25/2011		\$ 4,904.82	
Savings Interest - March 2011	4/25/2011		\$ 430.34	

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Pt. Molate Remediation Budget Report
As of July 16, 2014

Vendors	Date	Expenditures	Revenues	Balance
		As of 7/16/2014	As of 7/16/2014	As of 7/16/2014
Savings Interest - March 2011	4/25/2011		\$ 82.19	
Savings Interest - March 2011	5/25/2011		\$ 2,058.59	
Savings Interest - March 2012	4/30/2012		\$ 1,979.63	
Savings Interest - March 2013	4/16/2013		\$ 3,346.60	
Savings Interest - May 2010	6/11/2010		\$ 2,712.51	
Savings Interest - May 2010	6/11/2010		\$ 4,521.30	
Savings Interest - May 2011	6/22/2011		\$ 1,710.88	
Savings Interest - May 2011	6/22/2011		\$ 5,027.83	
Savings Interest - May 2011	6/22/2011		\$ 427.76	
Savings Interest - May 2011	6/22/2011		\$ 523.78	
Savings Interest - May 2011	6/22/2011		\$ 1,049.53	
Savings Interest - May 2011	6/22/2011		\$ 1,049.53	
Savings Interest - May 2012	6/18/2012		\$ 1,950.31	
Savings Interest - May 2013	6/14/2013		\$ 3,287.38	
Savings Interest - November 2010	12/15/2010		\$ 5,110.49	
Savings Interest - November 2010	12/15/2010		\$ 760.49	
Savings Interest - November 2011	12/12/2011		\$ 1,955.50	
Savings Interest - Novemeber 2012	12/19/2012		\$ 1,838.75	
Savings Interest - October 2010	11/17/2010		\$ 696.94	
Savings Interest - October 2010	11/17/2010		\$ 2,322.38	
Savings Interest - October 2010	11/17/2010		\$ 4,647.05	
Savings Interest - October 2011	11/1/2011		\$ 1,265.06	
Savings Interest - October 2011	11/21/2011		\$ 2,030.42	
Savings Interest - October 2012	11/16/2012		\$ 1,911.44	
Savings Interest - September 2010	10/20/2010		\$ 725.31	
Savings Interest - September 2010	10/20/2010		\$ 725.31	
Savings Interest - September 2010	10/20/2010		\$ 2,405.12	
Savings Interest - September 2010	10/20/2010		\$ 4,817.12	
Savings Interest - September 2010	3/7/2011		\$ (725.31)	
Savings Interest - September 2011	10/12/2011		\$ 6,224.06	
Savings Interest - September 2011	10/26/2011		\$ 1,997.61	
Savings Interest - September 2012	10/15/2012		\$ 1,853.35	
Savings Interest Adjustment - February 2011	3/3/2011		\$ 411.38	
Revenue	6/30/2011		\$ 8.63	
Savings Interest - August 2013	9/11/2013		\$ 1,818.23	
Interest	7/5/1905		\$ 409.95	
TOTAL			\$ 206,096.93	

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Pt. Molate Remediation Budget Report
As of July 16, 2014

Vendors	Date	Expenditures As of 7/16/2014	Revenues As of 7/16/2014	Balance As of 7/16/2014
State Water Resources Control Board				
State Water Resources Control Board	11/10/2010	\$ 796.00		
State Water Resources Control Board	12/3/2010	\$ 3,553.88		
State Water Resources Control Board	4/18/2011	\$ 7,765.81		
State Water Resources Control Board	7/29/2011	\$ 8,397.38		
State Water Resources Control Board	10/21/2011	\$ 30,340.20		
State Water Resources Control Board	12/8/2011	\$ 36,003.36		
State Water Resources Control Board	1/25/2012	\$ 11,195.00		
State Water Resources Control Board	3/15/2012	\$ 48,269.05		
State Water Resources Control Board	7/9/2012	\$ 40,507.27		
State Water Resources Control Board	10/30/2012	\$ 31,116.76		
State Water Resources Control Board	12/6/2012	\$ 11,195.00		
State Water Resources Control Board	4/2/2013	\$ 23,492.08		
State Water Resources Control Board	8/8/2013	\$ 10,078.39		
State Water Resources Control Board (SCP Program)	12/18/2013	\$ 1,952.67		
State Water Resources Control Board	12/18/2013	\$ 11,877.00		
State Water Resources Control Board	2/10/2014	\$ 19,032.82		
State Water Resources Control Board	3/27/2014	\$ 6,224.57		
State Water Resources Control Board	6/3/2014	\$ 553.32		
TOTAL		\$ 302,350.66	\$ -	\$ 302,350.66
Terraphase Engineering, Inc				
Terraphase Engineering, Inc	6/6/2011	\$ 78,656.54		
Terraphase Engineering, Inc.	1/5/2011	\$ 37,142.09		
Terraphase Engineering, Inc.	2/16/2011	\$ 63,617.92		
Terraphase Engineering, Inc.	1/25/2012	\$ 110,282.57		
Terraphase Engineering, Inc.	3/15/2012	\$ 61,726.26		
Terraphase Engineering, Inc.	3/15/2012	\$ 145,489.51		
Terraphase Engineering, Inc.	4/23/2012	\$ 121,263.22		
Terraphase Engineering, Inc.	5/18/2012	\$ 154,907.80		
Terraphase Engineering, Inc.	7/9/2012	\$ 129,899.78		
Terraphase Engineering, Inc.	7/20/2012	\$ 133,279.02		
Terraphase Engineering, Inc.	8/29/2012	\$ 70,585.19		
Terraphase Engineering, Inc.	9/19/2012	\$ 68,665.72		
Terraphase Engineering, Inc.	10/30/2012	\$ 103,672.81		
Terraphase Engineering, Inc.	12/6/2012	\$ 174,878.31		
Terraphase Engineering, Inc.	12/21/2012	\$ 269,077.05		
Terraphase Engineering, Inc.	2/12/2013	\$ 281,577.64		
Terraphase Engineering, Inc.	4/2/2013	\$ 202,972.88		
Terraphase Engineering, Inc.	4/30/2013	\$ 82,590.63		
Terraphase Engineering, Inc.	5/1/2013	\$ 75,316.43		
Terraphase Engineering, Inc.	6/14/2013	\$ 43,556.01		
Terraphase Engineering, Inc.	8/8/2013	\$ 44,555.23		
Terraphase Engineering, Inc.	8/8/2013	\$ 60,528.86		
Terraphase Engineering, Inc.	4/18/2011	\$ 168,063.37		
Terraphase Engineering, Inc.	7/7/2011	\$ 66,639.77		
Terraphase Engineering, Inc.	7/29/2011	\$ 37,573.67		
Terraphase Engineering, Inc.	8/23/2011	\$ 99,184.28		
Terraphase Engineering, Inc.	9/14/2011	\$ 109,635.96		
Terraphase Engineering, Inc.	10/21/2011	\$ 51,791.39		
Terraphase Engineering, Inc.	11/14/2011	\$ 71,065.26		
Terraphase Engineering, Inc.	12/8/2011	\$ 158,309.56		
Terraphase Engineering, Inc.	10/17/2013	\$ 51,248.57		
Terraphase Engineering, Inc.	11/15/2013	\$ 28,351.81		
Terraphase Engineering, Inc.	12/18/2013	\$ 68,604.41		
Terraphase Engineering, Inc.	12/20/2013	\$ 66,328.38		
Terraphase Engineering, Inc.	2/10/2014	\$ 65,579.43		
Terraphase Engineering, Inc.	3/17/2014	\$ 103,683.69		
Terraphase Engineering, Inc.	3/27/2014	\$ 102,373.52		
Terraphase Engineering, Inc.	4/29/2014	\$ 68,324.79		
Terraphase Engineering, Inc.	6/3/2014	\$ 61,640.00		
Terraphase Engineering, Inc.	7/11/2014	\$ 36,883.79		
TOTAL		\$ 3,929,623.12	\$ -	\$ 3,929,623.12

84113

Pt. Molate Remediation Budget Report
As of July 16, 2014

Vendors	Date	Expenditures	Revenues	Balance
		As of 7/16/2014	As of 7/16/2014	As of 7/16/2014
Winehaven Partners, LLC				
Winehaven Partners, LLC	1/5/2011	\$ 5,418.11		
Winehaven Partners, LLC	2/16/2011	\$ 2,753.49		
Winehaven Partners, LLC	4/18/2011	\$ 2,680.76		
Winehaven Partners, LLC	6/6/2011	\$ 362.75		
Winehaven Partners, LLC	7/7/2011	\$ 4,352.37		
Winehaven Partners, LLC	7/29/2011	\$ 574.96		
Winehaven Partners, LLC	8/23/2011	\$ 221.78		
Winehaven Partners, LLC	9/14/2011	\$ 89.96		
Winehaven Partners, LLC	10/21/2011	\$ 136.55		
Winehaven Partners, LLC	11/14/2011	\$ 127.23		
Winehaven Partners, LLC	12/8/2011	\$ 127.36		
Winehaven Partners, LLC	1/25/2012	\$ 127.42		
Winehaven Partners, LLC	4/23/2012	\$ 137.42		
Winehaven Partners, LLC	4/23/2012		\$ 127.42	Net Total*
TOTAL		\$ 17,110.16	\$ 127.42	\$ 16,982.74
Current as of 7/16/2014		\$ 9,826,604.60	\$ 206,402.36	
Remaining Balance				\$ 18,879,897.76
* Net Total - Indicates the net amount paid to a vendor after accounting for a return of funds paid by the vendor back into the escrow account				

84114

Pt. Molate FY2013-14 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	\$ 222,392	\$ 30,939
Public Works	01233631-400537	Landscape	D&H Landscaping	\$ 99,000	\$ 87,798	\$ 11,202
				<u>\$ 422,331</u>	<u>\$ 310,190</u>	<u>\$ 112,141</u>

As of June 13, 2014



DP Security Services, INC

P.O. Box 391 Sta-A Richmond, Ca. 94808 510-237-9320 Fax 510-215-9009

July 7, 2014

Captain Mark Gagan
Southern District Commander
Richmond Police Department
Richmond, Ca. 94806

During the month of June, 2014, DP Security, LLC maintained a 24/7 security posture at the Point Molate site. The deployment of security at Point Molate, consist of the following site requirements.

1. To monitor from a **Mobile Position** the lower portion of the region to include the shoreline and the perimeter fencing. Also monitor all activities within the Point Molate region to include visitors and contractors during normal business hours.
2. DP Security will also deploy a **Roving Patrol** throughout the upper ridge area of Point Molate monitoring and checking the status of various fixed assets owned by the City of Richmond. During all hours DP Security will utilizes a "deggy" notification system which tracks the movement of all security personnel assigned to assure that the security expectations are being fulfilled.
3. Document all contractors and visitors entry with prior approval by Redevelopment Agency representatives.

Captain Gagan the following is the compiled information relating to activity at the Point Molate site during the month of June, 2014.

Primary Personnel Assigned: Perimeter Patrols: R. Duncan, J. Rideau
A. Reed
Rovers: R. Singleton, C. Ojeh
Relief: J. Owens, O. Fordjar

D.P. Security personnel initiated 2006 security checks within the upper ridge line and lower shoreline areas of Point Molate during the month of June, 2014. There were no significant incidents noted by security during the month.

Contractors contacted at the Point Molate site by DP Security personnel during the month of June, 2014.

Terra Phase – 5 contacts
D&H Landscaping – 10 contacts

BAS 1



DP Security Services, INC

P.O. Box 391 Sta-A Richmond, Ca. 94808 510-237-9320 Fax 510-215-9009

Point San Pablo Yacht Harbor Employees – 9 contacts

Bay Crossing – 1 contact

Bay Keepers – 1 contact

Richmond P.D. – 1 contact

S.F.S.U. – 3 contacts

Craig Murray – 1 contact

S.S.U. – 1 contact

Berkeley Camera Club – 2 contacts

Evans Brother's Construction – 1 contact

NCM Construction – 1 contact

E.R.R.G. – 1 contact

Clauss Construction – 1 contact

Administrative Action Taken:

None

Site Environmental Concerns:

None

Sincerely,

Michael Davenport, Owner/President

BAS 2

City of Richmond – POINT MOLATE COMMUNITY ADVISORY COMMITTEE

Multi-Purpose Room
440 CIVIC CENTER PLAZA

**PROPOSED MINUTES
MONDAY, June 16, 2014, 6:30 PM**

1. CALL TO ORDER

Chair Carman called the meeting to order at 6:35 p.m.

2. ROLL CALL

Present: Committee Members Carman, Garrett, Hite, Kortz (6:39), Martinez (6:39), Smith, Sundance.

Absent: Gilbert, Puleo.

Staff Present: Craig K. Murray, Staff Liaison, Development Project Manager II

3. WELCOME AND MEETING PROCEDURES

Carman presented.

4. AGENDA REVIEW AND ADOPTION

Carman reviewed.

Action: Committee approved (M/S Garrett/Smith 5-0-4-0) to adopt the Agenda.

AYES: Carman, Garret, Hite, Smith and Sundance

NOES: None

ABSENT: Gilbert, Kortz, Martinez, Puleo

ABSTAIN: None

5. ANNOUNCEMENTS THROUGH THE CHAIR

Carman reported.

6. OPEN FORUM

No speakers.

7. PRESENTATIONS, DISCUSSION & ACTION ITEMS

1. Discussion of Final Approved FS/RAP for IR Site 3

Garrett presented. Discussion about bid process and 180 day work schedule.

2. Presentation of Financial Management Controls

Mike Leacox of Nichols Consulting Engineers presented. Leacox presented to PMCAC a summary of spreadsheets showing budget allocations. Discussion ensued on budget and FS/RAP alternatives.

3. Review of Draft PMCAC Third Term Annual Report

Garrett reported.

4. Action on the PMCAC Annual Elections

Committee discussed and made nominations.

Action: Committee approved (M/S Garrett/Kortz 6-0-2-1) to elect Carman for a second year as Chair and elect Sundance as Vice Chair.

AYES:	Garret, Hite, Kortz, Martinez, Smith and Sundance
NOES:	None
ABSENT:	Gilbert, Puleo
ABSTAIN:	Carman

8. STAFF REPORTS

A. PROJECT MANAGER'S STAFF REPORT INCLUDING

1. EXPENDITURES AND BALANCE FROM THE NAVY ESCROW FUND
2. EXPENDITURES AND BALANCE FROM THE GENERAL FUND
3. INSURANCE REPORT FILINGS
4. LEASE/OCCUPATION STATUS FOR ALL PT MOLATE USERS
5. MONTHLY SUMMARY OF SECURITY INCIDENTS
6. MONTHLY SUMMARY OF AUTHORIZED ENTRIES

B. REPORT ON FACILITY SURVEY WITH CITY OF RICHMOND CARETAKER

Murray reported on project reports found in the Agenda packet.

9. CONSENT CALENDAR

A. APPROVE – PMCAC MEETING MINUTES OF APRIL 21, 2014

B. APPROVE – PMCAC MEETING MINUTES OF APRIL 30, 2014

Action: Committee approved (M/S Garrett/Smith 7-0-2-0) to adopt the minutes as found in Agenda Items 9a and 9b.

AYES:	Carman, Garret, Hite, Kortz, Martinez, Smith and Sundance
NOES:	None
ABSENT:	Gilbert, Puleo
ABSTAIN:	None.

10. PMCAC QUARTERLY REPORT TO CITY COUNCIL

No Report.

11. FUTURE AGENDA ITEMS

Carman asked for items. A Pt Molate Beach Park Oyster Reef Proposal Presentation was suggested.

12. CITY COUNCIL LIAISON REPORTS

A. REPORT BY COUNCILMEMBER/MAYOR MCLAUGHLIN REGARDING RECENT ISSUES IN RICHMOND RELEVANT TO THE ADVISORY COMMITTEE

Mayor reported.

B. PMCAC APPOINTMENT STATUS

NO REPORT.

13. CHAIR AND SUB-COMMITTEE REPORTS

a. Clean-Up and Restoration:

1. Report on March 2014 Monthly Report
2. Report on April 2014 Monthly Report
3. Report on ACE Jan.,Feb.,Mar.,April 2014 Report

Garrett reported. Garrett reported that there has been no ACE Report since 2013.

b. Community Outreach:

1. Review of previous month's activities and plans for next month
2. Review of schedule for Neighborhood Council presentations

Hite reported that community surveys are being compiled and will provide to Garrett for the Committee Annual Report. .

c. Grant Development:

1. Grant Application Status

Garrett reported.

d. Pt Molate Beach:

1. Summary 6-4-14 meeting with Parks & Landscaping –completion of Cosco Busan grant funded improvements

Sundance inquired about pending improvements. Garrett summarized status of Cosco Busan grant funds allocated to Richmond.

e. Invasive Species

No report.

f. Chair: Identification of pending schedule conflicts

Carman inquired why this appears on the Agenda. Garrett noted that it provides opportunity if there is any unanticipated scheduled conflicts such as individual holidays or religious events.
No conflicts reported.

14. ADJOURNMENT

Garrett moved to adjourn the meeting at 8:47 pm, seconded by Smith. Passed unanimously.

15. Assemblage of PMCAC Standing Sub-Committees

Adjourned to Sub-Committee Meetings.

SCHEDULED MEETINGS

Committee Meeting – .

Monday, July 21, 2014, 6:30 p.m., Multi-Purpose Room, 440 Civic Center Plaza

Minutes respectfully submitted by:

Craig K. Murray, PMCAC Staff Liaison

E-119

9A4



July 16, 2014

Mr. Venkat Puranapanda
ACE USA
10 Exchange Place, 9th Floor
Jersey City, New Jersey 07302

Sent via e-mail

Subject: Transmittal of the Remediation Project Update for the Former Naval Fuel Depot Point Molate Richmond, California (Policy RCC G2488965B 001)

Mr. Puranapanda:

As requested, this transmittal includes the Remediation Project Update monthly report and cost summary worksheet for the remediation work at the former Naval Fuel Depot Point Molate located in Richmond, California. These documents were prepared on behalf of the City of Richmond, the named insured.

If you have any question or comments regarding this transmittal, please contact Tomer Schetrit at (510) 645-1850.

Sincerely,
For Terraphase Engineering Inc.

A handwritten signature in black ink, appearing to read 'T. Schetrit', is positioned above the typed name.

Tomer Schetrit, PE (C81411)
Project Engineer

cc: Carlos Privat, City of Richmond
Craig Murray, City of Richmond
William Carson, Terraphase Engineering

Attachments: Remediation Project Update (as of June 2014)
Cost Summary (March 2014 to June 2014)
June 2014 Monthly Remediation Status Report
Invoices for March through June 2014

REMEDIATION PROJECT UPDATE

Named Insured	City of Richmond	Insured contact(s)	Kim Greer, Carlos Privat, Craig Murray (City of Richmond)
Insured Location	450 Civic Center Plaza, 2 nd Floor, Richmond	Other Insured Contact (Technical)	William Carson
Additional Site Location(s)	None	Other Insured Contact (Legal)	
Policy Number	RCC G2488965B 001	Insured's Lead Consultant/Contractor	Terraphase Engineering, Inc.
Policy Term	March 31, 2010 to March 31, 2020	Regulatory Contact	George Leyva (California RWQCB)
Policy Limit	\$20,000,000	Broker Contact	Seth Cole (Alliant Insurance Services)
Projected Remediation Cost	\$19,494,377	ACE Underwriter	Venkat Puranapanda
Self Insured Retention	\$29,500,000	ACE Cost Cap Monitoring Manager	Venkat Puranapanda
Date Submitted	July 16, 2014	Reporting Period	March 3, 2014 through June 1, 2014

Scope of Work Conducted in Reporting Period

List activities conducted in the reporting period in accordance with the scope of work in the Remediation Plan Schedule Endorsement No. _____ to the policy...

Scope of work

1. *Brief description of project activities completed in the reporting period*

See attached monthly status reports.

2. *List tasks completed since last update*

See attached monthly status reports.

3. *List tasks which are at 100 % completion*

IR Site 4 – Drum Lot 1 and 2 – Site Management Plan (Task 1.0)

Long-Term Groundwater Monitoring – Plans (Task 1.0).

Long-Term Groundwater Monitoring – Sampling and Analysis (Years 1-4) (Task 3.0)

IR Site 4 – Drum Lot 1 and 2 - Additional Investigation for TCE Plume at IR Site 4 Drum Lot 2 (Task 3.0)

Changes in Project Conditions

Please identify the following:

1. *Changes in project assumptions (field conditions, regulatory changes; changes in site use, permit approvals/delays etc.)*

The treatment area at IR Site 4 was expanded both horizontally and vertically based on groundwater samples collected during investigation. Even with increase of treatment area, the remediation efforts are currently estimated to remain under budget.

The revised IR Site 3 FS/RAP addresses comments by the RWQCB regarding development of IR Site 3 as a Waste Management Unit under Title 27 as reported on March 11, 2013 and discussed in the June 2013 meeting with ACE in Emeryville, CA. Costs under Task 4 have been adjusted in accordance with the low bid received for remediation work at IR Site 3. The costs estimated for the recommended alternative for remediation of IR Site 3 is below the original budget.

On February 7th 2014 the RWQCB informed the city that silica gel cleanup analysis shall not be implemented prior to analysis of total petroleum hydrocarbons as previously performed. This change in regulation could potentially affect monitoring and remediation costs.

2. *Any increase/decrease in contamination.*

None

3. *Off-site migration of contaminant plume; impacts to sensitive receptors?*

None

Project Schedule

1. *Describe events/activities that may impact the project schedule including revised completion dates that may exceed the original estimates schedule, if any.*

The remediation is based on the RWQCB Order R2-2011-0087 (see attached monthly status report for a breakdown of tasks and required completion dates). IR Site 3 Remedial activities are planned to begin in August 2014.

The IR Site 3 FS/RAP was revised to February 28, 2014 and IR Site 3 Remedial Action Completion Report has been revised to June 30, 2015. The Final IR Site 3 FS/RAP was approved by the RWQCB on June 4, 2014.

Out of Scope Activities (if any)

Please identify any out of scope activities including those conducted due to the following:

1. *Changes in Regulatory conditions*

- a. Revisions of IR Site 3 remediation approach based on changes in the RWQCB regulatory approach to IR Site 3 to treat IR Site 3 as a Title 27 Waste Management Unit.
- b. RWQCB letter informing that silica gel cleanup will no longer be allowed to be used prior to analysis for total petroleum hydrocarbons.

2. *Discovery of additional contamination*

None

3. *Discovery of new contaminants*

None

4. *Changes in site conditions*

None

5. *Changes in Project schedule*

The remediation is based on the RWQCB Order R2-2011-0087 (see attached monthly status (June 2014) report for a breakdown of tasks and required completion dates).

6. *Other unanticipated changes*

None

Project Cost/Controls for Out of scope Activities

1. *Describe plans to address out of scope activities, actions undertaken to control project costs and to meet the project schedule.*

As required by the RQWCB, the out of scope activities will be completed as quickly as possible to allow for the remediation of IR Site 3. The work needs to be completed in accordance with compliance dates in the RWQCB Order R2-2011-0087.

Project Deliverables - Milestone Completion

Please identify project deliverables and scheduled date of completion.

Please see the attached monthly remediation status report (June 2014).

Project Budget Report

USE ATTACHED EXCEL SPREADSHEET TEMPLATE (COST REPORT)

Please discuss the following:

1. *Changes if any to the anticipated costs incurred in comparison to the projected budgets*

The projected cost to complete has been revised to \$19,494,377, down from the previous project update due to an adjustment in cost to complete task 4.0 for IR Site 3 based upon the recommended alternative bid results.

2. *Backup provided for costs incurred.*

None

3. *Costs/tasks associated with items not included in the insured scope of work (Out of Scope items).*

None

Potential for Excess Remediation Costs

1. *Please provide a brief description of any issues that have arisen since the last update that may lead to any "Remediation Costs" or "Excess Remediation Costs" as defined in the policy.*

None

2. *Please provide a brief description/summary of issues that have arisen to date that may lead to any "Remediation Costs" or "Excess Remediation Costs" as defined in the policy.*

Sand filters installed at the IR Site 1 Landfill treatment system (approximately \$30,000). Included in Task 1.0 of IR Site 1 – Closed Landfill.

Additional remediation on IR Site 4 Drum Lot 2. Included in Task 4.0 of IR Site 4 – Drum Lot 1 and 2.

Permitting and construction of compensatory mitigation wetlands on site (approximately \$500,000). Included in Task 4.0 of IR Site 3- Former Oily Sump Area.

Evaluation of soil vapor and Title 27 requirements at IR Site 3 (approximately \$100,000). Included in Task 2.0 of IR Site 3-Former Oily Sump Area.

Extended operation of the PGWTP for two additional years (approximately \$550,000). Included in Task 5.0 of IR Site 3- Former Oily Sump Area.

Backup Documentation

The Insurer requires backup documentation that can substantiate all "Remediation Costs" and "Excess Remediation Costs" for which coverage may be afforded under the policy, including, but not limited to, the following:

1. *Copies of all invoices associated with implementation of remediation activities at the site. The invoices should include a listing of personnel, equipment and expenses along with unit rates, quantities and description of activities performed at the site.*

Invoices and backups provided for the invoice period March 3, 2014 through June 1, 2014.

2. *Copies of all subcontractor expenses associated with implementation of remediation activities at the site.*

Subcontractor expenses and invoices are included on the invoices and backups.

3. *Copies of daily field notes describing the activities conducted at the site.*

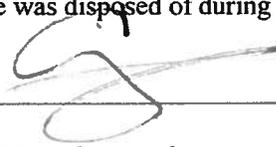
Field notes are incorporated into the reports (provided to ACE Group when they are submitted to the RWQCB), invoices (services), and monthly status reports (see attached).

4. *Copies of subcontractor time sheets and equipment records.*

Subcontractor expenses and invoices are included on the invoices and backups.

5. *Copies of disposal manifests and bills of lading associated with the offsite disposal of remediation generated wastes at the site.*

No waste was disposed of during the reporting period.



Signature of Named Insured

CRAIG K. MURRAY

Print Name

DEVELOPMENT PROJECT MANAGER II

Title

Insured Name: City of Richmond

Date: July 16, 2014

7/16/14
Date

BY SIGNING THIS REMEDIATION PROJECT UPDATE ("UPDATE") THE NAMED INSURED WARRANTS TO THE INSURER THAT ALL STATEMENTS MADE IN THIS UPDATE INCLUDING ATTACHMENT(S), ARE TRUE AND COMPLETE AND THAT NO MATERIAL FACTS HAVE BEEN MISSTATED OR CONCEALED IN THIS UPDATE.

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS INFORMATION FOR THE PURPOSE OF MISLEADING OR MISREPRESENTATION COMMITS A FRAUDELENT INSURANCE ACT AND IS POTENTIALLY SUBJECT TO CRIMINAL AND CIVIL PENALTIES

FOR USE BY ACE PERSONNEL ONLY			
Claim Number		ACE Claims Manager	Christopher Stella christopher.stella@acegroup.com
Date Received		ACE Cost Cap Monitoring Manager	Venkat Puranapanda venkat.puranapanda@acegroup.com
Date Reviewed			
Reviewed By		Distribution	

Named Insured	City of Richmond	Insured Contact:	Carlos Pivar, Craig Murray, Kim Greer (City of Richmond)
Insured Location	450 Civic Center Plaza, 2nd Floor, Richmond	Contractor	Terraphase Engineering, Inc.
Policy Number	RCC G248965B 001	Contractor	Terraphase Engineering Inc.
Policy Term	March 31, 2010 to March 31, 2020	Submitted By	Tomer Schmitt
Policy Limit	\$20,000,000	Date Submitted	7/16/2014
Self Insured Retention	\$29,500,000	Reporting Period	March 3, 2014 through June 1, 2014

Task Number	Description	Performance Measure (units)	Proposed Budget (\$)	Costs Incurred (\$)	Total This Period		Total to Date		Under/Over Budget	Projected Cost to Complete	Total (Costs to date) + (Costs to completion)	Comment
					Work completed (%)	Costs Incurred (\$)	Work completed (%)	Costs (\$)				
1.0	IR Site 1 - Closed Landfill	N/A	\$ 684,051	\$ 8,828	0.8%	\$ 276,924	40%	\$ 407,127	\$ 285,028	\$ 561,952		
2.0	Annual Operations and Monitoring	N/A	\$ 471,863	\$ 8,828	0.8%	\$ 274,827	40%	\$ 197,036	\$ 254,525	\$ 529,352	until 2020	
3.0	Annual Maintenance	N/A	\$ 144,625	N/A	N/A	N/A	N/A	N/A	N/A	N/A	included in individual work orders	
4.0	Close Out	N/A	\$ -	\$ -	0%	\$ -	0%	\$ -	\$ -	\$ -		
5.0	Annual Project Management	N/A	\$ 67,563	\$ -	0%	\$ 2,097	6%	\$ 65,466	\$ 30,503.06	\$ 67,563		
1.0	Regulatory Oversight	N/A	\$ -	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Not Covered	
2.0	IR Site 3 - Former OH Dump Area	N/A	\$ 20,449,113	\$ 78,727	0.5%	\$ 2,424,359	16%	\$ 18,024,754	\$ 13,195,785	\$ 15,620,144		
3.0	Feasibility Study and Remedial Action Plan	N/A	\$ 282,275	\$ -	0%	\$ 133,392	84%	\$ 148,883	\$ 25,000	\$ 158,392		
4.0	Waste Characterization Study	N/A	\$ 195,990	\$ -	0%	\$ 325,584	98%	\$ (129,594)	\$ 5,000	\$ 300,584		
5.0	Remedial Design Implementation Plan	N/A	\$ 287,215	\$ 15,773	3.4%	\$ 423,929	91%	\$ (136,714)	\$ 40,000	\$ 463,929		
6.0	Implementation of Remedial Plan	N/A	\$ 18,245,411	\$ -	0%	\$ -	0%	\$ 18,245,411	\$ 12,601,106	\$ 12,601,106	Markup of subcontractors not covered	
7.0	Annual O&M on PGWTP	N/A	\$ 951,350	\$ 62,954	4.1%	\$ 1,478,768	97%	\$ (527,418)	\$ 48,726	\$ 1,527,493	until August 2014	
8.0	Long-Term Monitoring	N/A	\$ 345,553	\$ -	0%	\$ -	0%	\$ 345,553	\$ 345,553	\$ 345,553	20 years	
1.0	Project Management	N/A	\$ 141,321	\$ -	0%	\$ 62,686	N/A	\$ 78,635	\$ 130,400	\$ 199,086		
2.0	Regulatory Oversight	N/A	\$ -	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Not Covered	
3.0	IR Site 4 - Drum Lot 1 and 2	N/A	\$ 2,123,901	\$ 29,712	1.5%	\$ 809,129	41%	\$ 1,314,772	\$ 1,181,917	\$ 1,991,045		
4.0	Site Management Plan	N/A	\$ 159,485	\$ -	0%	\$ 64,944	100%	\$ 94,541	\$ -	\$ 64,944		
5.0	Contingency Excavation - Drum Lot 1	N/A	\$ 1,061,591	\$ -	0%	\$ -	0%	\$ 1,061,591	\$ 1,061,591	\$ 1,061,591		
6.0	Additional Investigation for TCE Plume Drum Lot 2	N/A	\$ 105,509	\$ -	0%	\$ 262,436	100%	\$ (157,127)	\$ -	\$ 262,436		
7.0	Local Remediation for TCE Plume Drum Lot 2	N/A	\$ 542,420	\$ 29,712	5.7%	\$ 475,238	92%	\$ 67,182	\$ 43,863	\$ 519,101		
8.0	Monitoring of Remediation at TCE Drum Lot 2	N/A	\$ 124,202	\$ -	0%	\$ -	0%	\$ 124,202	\$ 26,318	\$ 26,318		
1.0	Updated Risk Assessment and Reporting for Drum Lot 2	N/A	\$ 93,169	\$ -	0%	\$ -	0%	\$ 93,169	\$ 17,545	\$ 17,545		
2.0	Project Management	N/A	\$ 37,724	\$ -	0%	\$ 6,511	N/A	\$ 31,213	\$ 32,600	\$ 39,111		
3.0	Regulatory Oversight	N/A	\$ -	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Not Covered	
4.0	Underground Storage Tanks	N/A	\$ 237,481	\$ -	0%	\$ 728	0%	\$ 236,753	\$ 235,118	\$ 233,846		
5.0	Annual Operations and Monitoring - Large USTs	N/A	\$ -	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Not Covered	
6.0	5 Year Monitoring - Large USTs	N/A	\$ -	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Not Covered	
7.0	Annual Maintenance - Large USTs	N/A	\$ -	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Not Covered	
8.0	Large UST Environmental Closure Documentation	N/A	\$ -	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Not Covered	
9.0	Remediation of Groundwater around Large USTs	N/A	\$ -	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Not Covered	
10.0	Smaller USTs Removal and Remediation	N/A	\$ 169,918	\$ -	0%	\$ -	0%	\$ 169,918	\$ 169,918	\$ 169,918		
1.0	Regulatory Oversight	N/A	\$ 67,563	\$ -	0%	\$ 728	0%	\$ 66,835	\$ 65,200	\$ 65,928		
2.0	Long-Term Groundwater Monitoring	N/A	\$ 1,430,715	\$ 33,328	3.1%	\$ 614,958	57%	\$ 815,757	\$ 470,432	\$ 1,083,390	Not Covered	
3.0	Plans	N/A	\$ 34,596	\$ -	0%	\$ 20,819	100%	\$ 13,777	\$ -	\$ 20,819		
4.0	New Wells	N/A	\$ 82,367	\$ -	0%	\$ -	0%	\$ 82,367	\$ 82,367	\$ 82,367		
5.0	Annual Sampling and Analysis (Year 1-4)	N/A	\$ 532,445	N/A	N/A	\$ 323,921	100%	\$ 208,524	\$ -	\$ 323,921	complete	
6.0	Annual Sampling and Analysis (Year 5-8)	N/A	\$ 523,456	\$ 33,338	11.6%	\$ 37,502	13%	\$ 485,954	\$ 250,957.65	\$ 288,459	4 years	
7.0	Annual Sampling and Analysis (Year 9-10)	N/A	\$ 211,658	N/A	N/A	\$ 211,658	0%	\$ 211,658	\$ 71,907	\$ 154,000	2 years	
8.0	Monitoring Well Destruction	N/A	\$ -	\$ -	0%	\$ 228,331	100%	\$ (228,331)	\$ -	\$ 228,331		
9.0	Annual Project Management	N/A	\$ 46,194	\$ -	0%	\$ 4,386	6%	\$ 41,808	\$ 65,200	\$ 69,586		
10.0	Regulatory Oversight	N/A	\$ -	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Not Covered	
1.0	Program Management	N/A	\$ -	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Not Covered	
2.0	Amended Land Use Controls	N/A	\$ 24,925,260	\$ 150,995	0.8%	\$ 4,126,098	21%	\$ 20,799,163	\$ 15,368,280	\$ 19,994,377		
3.0	Remediation Status Reports	N/A	\$ -	\$ -	N/A	\$ -	N/A	N/A	\$ 25,000	\$ 25,000		
4.0	Discoveries During Facility Redevelopment	N/A	\$ -	\$ -	N/A	\$ -	N/A	N/A	N/A	N/A	included in above tasks	
5.0	Construction Stormwater General Permit	N/A	\$ -	\$ -	N/A	\$ -	N/A	N/A	N/A	N/A	unknown	
6.0	Construction Stormwater General Permit	N/A	\$ -	\$ -	N/A	\$ -	N/A	N/A	N/A	N/A	included in IR Site 3 Task 4.0	

- Please discuss the following:
- Changes if any to the anticipated costs incurred in comparison to the projected budgets
 - Backup provided for costs incurred
 - Costs/tasks associated with items not included in the insured scope of work

13A17

13A18

Remediation Project Update Attachment: Status Report

134110



June 20, 2014

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

sent via: email

Subject: Monthly Remediation Status Report for Work in May 2014, Former Naval Fuel Depot Point Molate, Richmond, California

Dear Mr. Leyva:

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

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

This remediation status report provides a monthly update on the progress of environmental investigations, remediation, maintenance, and monitoring at the Site. This report is organized around each task listed in the RWQCB Order R2-2011-0087 (RWQCB 2011d). Additional tasks related to the Installation Restoration (IR) Site 3 Packaged Groundwater Treatment Plant (PGWTP) and site-wide groundwater monitoring are included below. For major work tasks completed in 2013, please see the monthly status report for December 2013 (Terraphase 2014a). A reference list of reports and submittals is included as an attachment to this letter.

Terraphase Engineering Inc.
1404 Franklin Street Suite 600
Oakland, California 94612
www.terrphase.com

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

Work completed in May 2014:

1. None

Major Work Items Previously Completed in 2014:

1. Soil cleanup goals are presented in Table 32 of the final Feasibility Study/Remedial Action Plan (FS/RAP) accepted by the RWQCB on June 4th 2014 (Terraphase 2014o)

Upcoming Work in June 2014:

1. None

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

Complete - *Final Soil and Groundwater Management Plan submitted to the RWQCB September 21, 2012 (Terraphase 2012jj)*

Task 3a: IR Site 3 Feasibility Study and Remedial Action Plan (Compliance Date: May 4, 2012 Revised: February 28, 2014)

Work completed in May 2014:

1. Issued remedial design plans and specifications for bid
2. Response to public comments on Draft FS/RAP
3. Acceptance of Final FS/RAP by the RWQCB June 4th 2014 (Terraphase 2014o)
4. Commencement of bidding process

Major Work Items Previously Completed in 2014:

1. Preparation and submittal of the draft FS/RAP to the RWQCB for comment (Terraphase 2014g)
2. Public Meeting presenting draft final FS/RAP (April 28, 2014)

Upcoming Work in June 2014:

1. Distribution of final FS/RAP to the public

Task 3b: IR Site 3 Remedial Action Completion Report (Compliance Date: February 3, 2014 Revised: June 30, 2015)

Not Applicable. This task is dependent upon completion of Task 3a

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

Complete - *IR Site 4 Interim Remedial Action Work Plan submitted to the RWQCB (Terraphase 2011r, 2012gg, 2012ii, and 2012mm)*

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

Work completed in May 2014:

1. Data evaluation of post-treatment performance monitoring for data collected March 2014.

Major Work Items Previously Completed in 2014:

1. Conducted fifth round of post-treatment performance monitoring at IR Site 4

2. Addressed comments on annual evaluation report for the Enhanced Reduction Dechlorination (ERD) program (Terraphase 2014k).
3. Submittal to RWQCB of annual evaluation report for the ERD program (Terraphase 2014k).

Upcoming Work in June 2014:

1. Perform quarterly performance monitoring.

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

Not Applicable. Initiation of this task is dependent upon the completion of Task 4b. Currently seeking revised completion date from the RWQCB.

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

Not Applicable. This task may not be necessary dependent upon the outcome of Task 4c. A revised completion date will be requested from the RWQCB.

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

Not Applicable. This task may not be necessary dependent upon the outcome of Task 4c. A revised completion date will be requested from the RWQCB.

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

Work completed in May 2014:

1. Preparation of tank closure requests to the RWQCB for USTs 2, 15, 18, and 19

Major Work Items Previously Completed in 2014:

1. Response to RWQCB comments on draft UST Management Plan (Terraphase 2013j)

Upcoming Work in June 2014:

1. Preparation and submittal of tank closure requests to the RWQCB for USTs 2, 15, 18, and 19

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

Not Applicable – Triggered when demolition of a UST is contemplated. No UST demolition is scheduled at this time

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

Work completed in May 2014:

1. Conducted the routine monthly UST closure monitoring inspections

Major Work Items Previously Completed in 2014:

1. Preparation and submittal of the combined 2013 fourth quarter/annual UST monitoring report (Terraphase 2014c)
2. Submittal of first quarter 2014 UST monitoring report (Terraphase 2014l)

Upcoming Work in June 2014:

1. Conduct routine monthly UST closure monitoring inspections

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

Not Applicable. No closures have been requested

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

Work completed in May 2014:

1. Submitted the monthly remediation status report for April 2014 to the RWQCB (Terraphase 2014n)
2. Submitted the insurance budget summary and project status update for January through April 2014 to the City of Richmond and the ACE Group

Major Work Items Previously Completed in 2014:

1. Submitted the monthly remediation status report for December 2013 to the RWQCB (Terraphase 2014a)
2. Submitted the monthly remediation status report for January 2014 to the RWQCB (Terraphase 2014f)
3. Submitted the monthly remediation status report for February 2014 to the RWQCB (Terraphase 2014i)
4. Submitted the monthly remediation status report for March 2014 to the RWQCB (Terraphase 2014j)

Upcoming Work in June 2014:

1. Submit the monthly remediation status report for May 2014 to the RWQCB
2. Submit the insurance budget summary and project status update for April through May 2014 to the City of Richmond and the ACE Group

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

None

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

Work completed in May 2014:

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

Major Work Items Previously Completed in 2014:

1. Preparation and submittal of the combined fourth quarter and annual 2013 monitoring report to the RWQCB (Terraphase 2014d)

Upcoming Work in June 2014:

1. Routine monthly landfill inspection of signs, gates, locks, etc.
2. Routine operation, maintenance, and monitoring of the landfill treatment system
3. Quarterly landfill inspection with Contra Costa County Environmental Health

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

A SWPPP is being prepared to cover the remediation construction work at IR Site 3 and an NOI will be posted in SMARTS prior to commencement of construction.

IR Site 3: PGWTP

Terraphase, under the direction of the City of Richmond, operates, maintains, monitors, and prepares the quarterly and annual monitoring reports for the PGWTP under the existing General Waste Discharge Requirements for: Discharge or Reuse of Extracted and Treated Groundwater Resulting from the Cleanup of Groundwater Polluted by Volatile Organic Compounds (VOC), Fuel Leaks and Other Related Wastes (VOC and Fuel General Permit) (RWQCB 2012a). The following summarizes the activities related to the continued operation, maintenance, and monitoring of the PGWTP.

Work completed in May 2014:

1. Routine operation, maintenance, and monitoring of the PGWTP
2. Weed control at IR Site 3

Major work items completed previously in 2014:

1. Preparation and submittal of combined fourth quarter and annual 2013 self-monitoring report (Terraphase 2014e)
2. Preparation and submittal of first quarter 2014 self-monitoring report (Terraphase 2014m)

Upcoming Work in June 2014:

1. Routine operation, maintenance, and monitoring of the PGWTP

Site-wide Groundwater Monitoring

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

Work completed in May 2014:

1. Wet-season 2014 annual groundwater monitoring
2. Data validation and evaluation of data from wet-season 2014 annual groundwater monitoring

Major work items completed previously in 2014:

1. Submittal of the 2013 Dry-Season Annual Groundwater Monitoring Report to the RWQCB (Terraphase 2014b)

Upcoming Work in June 2014:

1. Preparation of the draft 2014 Wet-Season Semi-Annual Groundwater Monitoring Report

Prohibitions Verification

As required in Task 9 of the RWQCB Order, the following prohibitions (Section A of the RWQCB Order) were adhered to during the remedial activities in May 2014, to the knowledge of Terraphase.

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

Summary

The above detailed summaries by task provide a look at the ongoing remediation activities at the former Naval Fuel Depot Point Molate. The RWQCB's and public's comments have been incorporated into the FS/RAP. The RWQCB accepted the Final FS/RAP on June 4, 2014. The bidding period for the remedial action is currently underway with construction expected to begin in August 2014.

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

Sincerely,
For Terraphase Engineering Inc.



Tomer Schetrit, PE (C81411)
Project Engineer

cc: Craig Murray, City of Richmond
Carlos Privat, City of Richmond
Bruce Goodmiller, City of Richmond
LaShonda White, City of Richmond
Michael Leacox, NCE
James Whitcomb, BRAC Program Management Office
Venkat Puranapanda, ACE Group
Eileen Whittey, PMCAC
Paul Carman, PMCAC
Joan Garrett, PMCAC

Attachments: Point Molate Bibliography

Point Molate Bibliography

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- RWQCB. 2010. Letter from Mr. George Leyva to Mr. Levine RE: *Approval of Field Assessment Methodology for Potentially Mobile Free Petroleum Product at Installation Restoration (IR) Site 3 at the former Naval Fuel Depot (NFD) Point Molate, Richmond, Contra Costa County*. November 30.
- RWQCB. 2011a. Letter from Mr. George Leyva to Mr. Steve Duran RE: *Approval of Excavation Delineation Work Plan for Former Point Molate NFD Site-3 Richmond, Contra Costa County*. August 26.
- RWQCB. 2011b. Letter from Mr. George Leyva to Mr. Steve Duran RE: *Approval of Site-Wide Groundwater Monitoring Plan for the Former Point Molate Naval Fuel Depot, Richmond, Contra Costa County*. August 30.
- RWQCB. 2011c. Letter from Mr. George Leyva to Mr. Steve Duran RE: *Approval of Draft Groundwater Remediation Work Plan, IR Site 4, Drum Lot 2/Building 87 Area, Former Naval Fuel Depot Point Molate, Richmond*. November 8.
- RWQCB. 2011d. Order No. R2-2011-0087 Updated Site Cleanup Requirements and Recission of Order Nos. 95-235, 97-124 and 97-125, City of Richmond and United States Department of Defense, Department of the Navy for the: Former Point Molate Naval Fuel Depot, Located at 1009 Western Drive, Richmond, Contra Costa County. December 19.
- RWQCB. 2012a. Order No. R2-2012-0012 NPDES No. CAG912002 General Waste Discharge Requirements for: Discharge or Reuse of Extracted and Treated Groundwater Resulting from the Cleanup of Groundwater Polluted by Volatile Organic Compounds (VOC), Fuel Leaks and Other Related Wastes (VOC and Fuel General Permit). February 8.
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Terraphase. 2011c. Response to Comments and Questions Regarding the Fourth Quarter and Annual 2010 Self-Monitoring Report for the Packaged Groundwater Treatment Plant, Former Naval Fuel Depot Point Molate, Richmond, California Order No. R2-2006-0075, NPDES Permit No. CAG912002). March 23.

Terraphase. 2011d. First Quarter 2011 Landfill Monitoring Report IR Site 1, Former Naval Fuel Depot Point Molate, Richmond, California. April 22.

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Terraphase. 2011f. First Five Year Review Former Point Molate Naval Fuel Depot Installation Restoration Site 1, Richmond, California. June 6.

Terraphase. 2011g. Notice of Temporary Shutdown of the Packaged Groundwater Treatment Plant, Former Naval Fuel Depot Point Molate, Richmond, California (Order Number R2-2006-0075, NPDES Permit Number CAG912002). June 7.

Terraphase. 2011h. Field and Laboratory Assessment of Mobile Free Product Report, IR Site 3, Former Point Molate Naval Fuel Depot, Richmond, California. June 15.

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Terraphase. 2011j. Second Quarter 2011 Landfill Monitoring Report IR Site 1, Former Naval Fuel Depot Point Molate, Richmond, California. July 18.

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- Terraphase. 2011m. Work Plan for Excavation Delineation and Waste Characterization of Petroleum-Affected Soil, IR Site 3, Former Point Molate Naval Fuel Depot, Richmond, California. August 17.
- Terraphase. 2011n. Site-Wide Groundwater Monitoring Plan, Former Naval Fuel Depot Point Molate, Richmond, California. August 19.
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- Terraphase. 2012o. Dry-Season Semi-Annual Groundwater Monitoring Report, Former Naval Fuel Depot Point Molate, Richmond, California. April 19.
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- Terraphase. 2012q. Response to Comments - Point Molate Community Advisory Committee Letter on Proposed Treatment and Study of IR Site 4 Drum Lot 2, Building 87 Area Point Molate. May 3.
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