

CITY OF RICHMOND
Pt. Molate Community Advisory Committee
Wednesday, October 12, 2016 6:30 PM
Multi-Purpose Room, 440 Civic Center Plaza

AGENDA

Members:

Bruce Beyaert

Bruce Brubaker
Vice Chair

Paul Carman

Charles Duncan

Joan Garrett

Dorothy Gilbert

Al Guggemos

Jim Hanson
Chair

Mark Howe

Bob McNeil

Connie Portero

Katrinka Ruk

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.)
 1. Introduction of new PMCAC Member Connie Portero
6. **Open Forum** (3 minutes per person limit)
7. **Presentations, Discussion & Action Items** (100 min.)
 - a. Discussion: Weekly and monthly remediation progress report out with Terraphase (10 min.), Q&A (5 min.) Bill Carson, Principal, Terraphase
 1. Monthly Report – August 2016
 2. Wetland Mitigation Project Update
 - b. Discussion: Nichols Consulting Engineers Contract – Craig K. Murray, Development Project Manager II of DIMO (10 min.), Q&A (5 min.)
 - c. Discussion: Richmond Boathouse, Waterside Program – Daniel McGlynn and Amber Rich, Executive Director (10 min.), Q&A (5 min.)
 - d. Discussion: Pt Molate Land Use Designation Community Meetings – Gayle McLaughlin, PMCAC Council Liaison (10 min.), Q&A (10 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
 10. Other –

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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 September 12, 2016

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

11. Future Agenda Items (5 min.)

- a. Project Budget and Calendar Review
- b. Pt. Molate National Historic District
- c. Agenda Streamlining
- d. Public Outreach
- e. Bike Skills Park
- f. Bay Trail/Pt San Pablo Peninsula

12. City Council Liaison Reports (12 min.)

- a. Report by Councilmember 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.)
- b. Parks and Open Space (6 min.)
 1. Pt. Molate Shoreline Erosion Project
 2. Vegetation Management and Very High Fire Severity Zone
- c. Legal (3 min.)
- d. Finance (3 min.)
- e. ULI Ad Hoc Committee
- f. Chair (2 min.)
 1. Identification of pending schedule conflicts
 - a.

14. Adjournment of PMCAC regular meeting

15. Assemblage of PMCAC Standing Sub-Committees

Scheduled Meetings

Committee Meeting - Monday, November 14, 2016, 6:30 pm. 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-72MzVkZWQ1ZDQfNWlwNC00ZjE4LTgxYjctOTQyMDk4Y2FjNDYw>



September 30, 2016

Ms. Margarete Beth
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 August 2016, Former Naval Fuel Depot Point Molate, Richmond, California

Dear Ms. Beth:

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 2015, please see the monthly status report for December 2015 (Terraphase 2015aa). A reference list of reports and submittals is included as an attachment to this letter.

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

Work completed in August 2016:

1. None.

Major Work Items Previously Completed in 2016:

1. None.

Upcoming Work in September 2016:

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)

Complete - *Final Feasibility Study and Remedial Action Plan submitted to the RWQCB June 4, 2014 (Terraphase 2014o).*

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

Remedial Action commenced August 2014 and was substantially completed in November 2015.

Work completed in August 2016:

1. Preparation of Remedial Action Completion Report

Major Work Items Previously Completed in 2016:

1. None.

Upcoming Work in September 2016:

1. Preparation of Remedial Action Completion Report

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)

Complete - *Interim Remedial Measures Performance Evaluation, IR Site 4, Drum Lot2/Building 87 Area, Formal Naval Fuel Depot, Point Molate, Richmond, California. October 22 (Terraphase 2015u)*

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

Work completed in August 2016:

1. Preparation of response to RWQCB comments on HHRA work plan.

Major Work Items Previously Completed in 2016:

1. Submittal of HHRA work plan (Terraphase 2016i).

Upcoming Work in September 2016:

1. Preparation of response to RWQCB comments on HHRA work plan.

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 August 2016:

1. Review of RWQCB comments on tank closure request for UST 2.

Major Work Items Previously Completed in 2016:

1. Submittal of tank closure requests to the RWQCB for UST 2 (Terraphase 2016g).

Upcoming Work in September 2016:

1. Review of RWQCB comments on tank closure request for UST 2.

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 August 2016:

1. Conducted the routine monthly UST closure monitoring inspections.

Major Work Items Previously Completed in 2016:

1. Submittal of Q4 UST Monitoring Report (Terraphase 2016d).
2. Submittal of Q1 UST Monitoring Report (Terraphase 2016k).

Upcoming Work in September 2016:

1. Conduct Q3 inspection of USTs.
2. Submittal of Q2 UST Monitoring Report (Terraphase 2016o).

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 August 2016:

1. Submitted the monthly remediation status report for July 2016 (Terraphase 2016p) to the RWQCB.

Major Work Items Previously Completed in 2016:

1. Submitted the monthly remediation status report for January 2016 (Terraphase 2016f) to the RWQCB.
2. Submitted the monthly remediation status report for February 2016 (Terraphase 2016h) to the RWQCB.
3. Submitted the monthly remediation status report for March 2016 (Terraphase 2016j) to the RWQCB.
4. Submitted the monthly remediation status report for April 2016 (Terraphase 2016l) to the RWQCB.
5. Submitted the monthly remediation status report for May 2016 (Terraphase 2016m) to the RWQCB.
6. Submitted the monthly remediation status report for June 2016 (Terraphase 2016n) to the RWQCB.

Upcoming Work in September 2016:

1. Submit the monthly remediation status report for August 2016 to the RWQCB.

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 August 2016:

1. Routine monthly landfill inspection of signs, gates, locks, etc.
2. Preparation of IR Site 1 5 year review report.

Major Work Items Previously Completed in 2016:

1. Submittal of 2015 annual monitoring report (Terraphase 2016c).

Upcoming Work in September 2016:

1. Routine monthly landfill inspection of signs, gates, locks, etc.
2. Preparation of IR Site 1 5 year review report.

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

A Notice of Intent was filed with the Water Board (Application # 449157) September 3, 2014. A WDID was issued for the project (2 07C370778).

IR Site 3: PGWTP

Terraphase, under the direction of the City of Richmond, operated, maintained, and monitored 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 PGWTP ceased all operations on July 31, 2015. Notice of Termination for the VOC and Fuel General Permit to the RWQCB and receipt of Notice of Rescission from the RWQCB was received October 9, 2015.

Work completed in August 2016:

1. None.

Major work items completed previously in 2016:

1. Submittal of 2015 Annual Monitoring Report (Terraphase 2016e).

Upcoming Work in September 2016:

1. None.

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 August 2016:

1. Monthly monitoring and skimming of free product in wells MTWB-01R, MWT05-02, MWT08-01, MWT06-02, MW10-23, MWT15-02, MW02-06R. Bi-weekly skimming of MW10-24.
2. Response to RWQCB comments on Draft Workplan for alternative quantification methodology, additional characterization and/or risk evaluation for areas outside of IR Site 3 where USEPA Method 8015 without Silica Gel Cleanup quantifies TPH and TPH decomposition products as exceeding the Fuel Product Action Levels within 150 feet of the San Pablo Bay (Terraphase 2015a).

Major work items completed previously in 2016:

1. Submittal of 2015 dry season semi-annual groundwater monitoring report (Terraphase 2016b).
2. Submittal of Draft Workplan for alternative quantification methodology, additional characterization and/or risk evaluation for areas outside of IR Site 3 where USEPA Method 8015 without Silica Gel Cleanup quantifies TPH and TPH decomposition products as exceeding the Fuel Product Action Levels within 150 feet of the San Pablo Bay (Terraphase 2015a).

3. Installation of 5 monitoring wells on IR Site 3 up-gradient of the contingency extraction trench wells as required by the FSRAP.
4. Submittal of 2016 wet season semi-annual groundwater monitoring report (Terraphase 2016q).

Upcoming Work in September 2016:

1. Monthly monitoring and skimming of free product in wells MTWB-01R, MWT05-02, MWT08-01, MWT06-02, MW10-23, MWT15-02, MW02-06R. Bi-weekly skimming of MW10-24.
2. Submittal of response to RWQCB comments on Draft Workplan for alternative quantification methodology, additional characterization and/or risk evaluation for areas outside of IR Site 3 where USEPA Method 8015 without Silica Gel Cleanup quantifies TPH and TPH decomposition products as exceeding the Fuel Product Action Levels within 150 feet of the San Pablo Bay (Terraphase 2015a).

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 2016, 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 accepted the Final FS/RAP on June 4, 2014. Construction at IR Site 3 was substantially completed in November 2015.

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

Sincerely,
For Terraphase Engineering Inc.



Tomer Schetrit, PE (C81411)

Terraphase Engineering Inc.

Senior 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
Charles Duncan, PMCAC
Mark Howe, PMCAC
Joan Garret, PMCAC

Attachments: Point Molate Bibliography

Point Molate Bibliography

- City of Richmond. 2012. Letter from Richard Mitchell (Planning Department) to Mr. Tristan Tozer (California Office of Historic Preservation) RE: *Section 106 Consultation for the Point Molate IR Site 3 Remediation Project, Former Naval Fuel Depot Point Molate, Richmond, CA*. April 3.
- Innovative Technical Solutions, Inc. (ITSI). 2005. Post-Closure UST Maintenance and Monitoring Plan. December.
- LSA. 2014. Osprey Nest Deterrent Implementation Plan. Point Molate Fuel Depot, Richmond, CA. January 13 2014.
- Regional Water Quality Control Board - San Francisco Bay Region (RWQCB). 2006. Order No. R2-2006-0075 NPDES No. CAG912002 General Waste Discharge Requirements for: Discharge or Reuse of Extracted and Treated Groundwater Resulting from the Cleanup of Groundwater Polluted by Fuel Leaks and Other Related Wastes at Service Stations and Similar Sites. November 13.
- RWQCB. 2007. Letter from Ms. Lila Tang to United States Navy Subject: *Notice of General Permit Coverage for Discharges from the Packaged Groundwater Treatment Plant located at Naval Fuel Depot Point Molate, Richmond, Contra Costa County, CA 94801, under the Requirements of Order No. R2-2006-0075, NPDES Permit No. CAG912002 (Fuels General Permit)*. June 6.
- RWQCB. 2010. Letter from Mr. George Levya to Mr. 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 Levya to Mr. Steve Duran RE: *Approval of Excavation Delineation Work Plan for Former Point Molate NFD Site-3 Richmond, Contra Costa County*. August 26.
- RWQCB. 2011b. Letter from Mr. George Levya to Mr. Steve Duran RE: *Approval of Site-Wide Groundwater Monitoring Plan for the Former Point Molate Naval Fuel Depot, Richmond, Contra Costa County*. August 30.
- RWQCB. 2011c. Letter from Mr. George Levya to Mr. Steve Duran RE: *Approval of Draft Groundwater Remediation Work Plan, IR Site 4, Drum Lot 2/Building 87 Area, Former Naval Fuel Depot Point Molate, Richmond*. November 8.
- RWQCB. 2011d. Order No. R2-2011-0087 Updated Site Cleanup Requirements and Recission of Order Nos. 95-235, 97-124 and 97-125, City of Richmond and United States Department of Defense, Department of the Navy for the: Former Point Molate Naval Fuel Depot, Located at 1009 Western Drive, Richmond, Contra Costa County. December 19.
- RWQCB. 2012a. Order No. R2-2012-0012 NPDES No. CAG912002 General Waste Discharge Requirements for: Discharge or Reuse of Extracted and Treated Groundwater Resulting from the Cleanup of Groundwater Polluted by Volatile Organic Compounds (VOC), Fuel Leaks and Other Related Wastes (VOC and Fuel General Permit). February 8.
- RWQCB. 2012b. Letter from Mr. George Levya to Mr. Bruce Goodmiller RE: *Review and Comments - Draft FS/RAP, Former Naval Fuel Depot Point Molate, Richmond, Contra Costa County*. February 17.
- RWQCB. 2012c. Letter from Ms. Lila Tang to Mr. Steve Duran RE: Reauthorization to Discharge from the Packaged Groundwater Treatment Plant (PGWTP) located at the former Naval Fuel Depot, Point



AGENDA REPORT

DEPARTMENT OF INFRASTRUCTURE MAINTENANCE AND OPERATIONS

DATE: October 4, 2016

TO: Honorable Mayor Butt and Members of the City Council

FROM: Tim Higares, Infrastructure Maintenance and Operations Director
Craig Murray, Development Project Manager II

SUBJECT: PROPOSED CONTRACT WITH NICHOLS CONSULTING ENGINEERS FOR
POINT MOLATE ENVIRONMENTAL REMEDIATION OVERSIGHT

STATEMENT OF THE ISSUE:

Staff is requesting a contract with Nichols Consulting Engineers, allowing them to continue work associated with the remediation of Pt. Molate.

RECOMMENDED ACTION:

APPROVE a contract with Nichols Consulting Engineers to provide technical and budgetary oversight for environmental remediation activities at Pt. Molate in an amount not to exceed \$236,306.18, with a term extending through June 30, 2017.

FINANCIAL IMPACT OF RECOMMENDATION:

The proposed expenditure of \$236,306.18 will be funded from the United States Navy's initial deposit of \$28,500,000, currently being held in an escrow account, pursuant to the 2008 Early Transfer Cooperative Agreement for the remediation of Pt. Molate. There is no impact to the General Fund.

DISCUSSION:

On September 22, 2010 City staff recommended and the City Council awarded the Pt. Molate Environmental Remediation and Oversight contract to Richmond based Nichols Consulting Engineers (Nichols). Nichols has provided continuous service for the Pt Molate Remediation since October, 2010. A new contract is needed so necessary environmental review and budgetary control can continue to be performed in a timely and reliable basis. Nichols will continue to provide technical assistance to staff in oversight of the final closure of IR Site 3,

review of the upcoming Wetlands Mitigation Project, help the City address the emerging issue of Polar Compounds, and assist Staff with budgetary oversight and technical review and analysis of all environmental work associated with the remediation. If at any time the City no longer needs Nichols services, there is language in the contract that allows the City to terminate the contract at any time and for any reason.

Funding to cover payment to Nichols for their services will be paid directly from the escrow account established through the \$28.5 million remediation fund. NCE has performed work since the expiration of the last contract and we currently owe them \$136,306 in past due amounts.

The Department of Infrastructure Maintenance and Operations will review and approve all invoices prior to submission to the escrow account holder for payment. The Department of Infrastructure Maintenance and Operations will review and approve all invoices prior to submission to the escrow account holder for payment.

DOCUMENTS ATTACHED:

- Attachment 1 – Contract
- Attachment 2 – Sole Source

**CITY OF RICHMOND
STANDARD CONTRACT**

Department: Engineering	Project Manager: Craig K. Murray
Project Manager E-mail: Craig_Murray@ci.richmond.ca.us	Project Manager Phone No: (510) 307-8188
PR No: Vendor No: 5780	P.O./Contract No:
Description of Services: Contract with Nichols Consulting Engineers to provide technical and budgetary environmental remediation oversight consulting services at Pt. Molate	

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

- Parties. The parties to this Contract are the City of Richmond (herein referred to as the "City") and the following named Contractor:

Company Name: Nichols Consulting Engineers

Street Address: 501 Canal Boulevard, Suite 1

City, State, Zip Code: Richmond, CA 94804

Contact Person: Michael J. Leacox, CEG

Telephone: (510) 215-2989

Email: mleacox@ncenet.com

Business License No: 40009259

/ Expiration Date: December 31, 2016

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

- Term. The effective date of this Contract is January 1, 2015 and it terminates June 30, 2017 unless terminated as provided herein.
- Payment Limit. City's total payments to Contractor under this Contract shall not exceed \$ 236,306.18. City shall not pay for services that exceed the Contract Payment Limit unless a contract amendment has been approved by the City Council or City Manager.
- Contractor's Obligations. Contractor shall provide those services and carry out that work described in the Service Plan (Exhibit A) which is attached hereto and is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.
- City's Obligations. City shall make to the Contractor those payments described in the Payment Provisions (Exhibit B) which are attached hereto and are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

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

CITY OF RICHMOND
a municipal corporation

CONTRACTOR:

By: _____

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

Title:

By: _____

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

Title: _____

Date Signed: _____

By: _____
City Clerk

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

Approved as to form:

By: _____

By: _____
City Attorney

Title: _____

Date Signed: _____

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

LIST OF ATTACHMENTS:

Service Plan
Payment Provisions
Authorized Representatives and Notices
General Conditions
Special Conditions
Insurance Provisions
Standard Contract/EJ/TE 9-26-07

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

For the Contract between the City of
Richmond and

Nichols Consulting Engineers

**EXHIBIT A
SERVICE PLAN**

Project Manager

Contractor shall, to the satisfaction of the _____, perform the
following services and be compensated as outlined below:

See attached.

EXHIBIT A

SERVICE PLAN

Services

In order to continue to assist the City's Project Manager in protecting the City's interests in the remediation of the Site and overseeing successful discharge of the tasks outlined in the RWQCB Order, and the successful discharge of City responsibilities under the Early Transfer Cooperative Agreement (ETCA), and later imposed remediation obligations, the Contractor shall perform, to the satisfaction of the City's Point Molate Project Manager, the following services:

- Monitor work progress to ensure regulatory deadlines are met, including review and analysis of the work schedule and budget.
- Review proposed technical documents before they are submitted to the Regional Board Water Quality Control Board (Water Board).
- Communicate with representatives of Terraphase, other consultants, City staff and Regional Board staff as necessary to ensure that the City's obligations are being satisfied and the City's environmental and financial interests are being protected.
- Attend all City meetings with the Water Board and other meetings requested by the City's Project Manager.
- Attend, upon request, Pt. Molate Citizens Advisory Committee (PMCAC) meetings.
- Review and make recommendations regarding remediation methodologies, cost effectiveness, implementation effectiveness and monitor all remediation progress.
- Review and consult on invoices submitted to the City for remediation, compliance and planning activities and recommend whether the City's Project Manager should approve a disbursement from the Navy grant funds.
- Provide a monthly status report to the City's Project Manager, PMCAC, including the status of work schedule, funding levels, anticipated outlays, recommendations and progress of project activities and next steps.
- Review, analyze and report to the City's Project Manager, including the status of work schedules, funding level, anticipated outlays, recommendations, and progress of project activities and next steps.
- Assist in any reporting required by City pursuant to the ETCA.

The above proposed scope of work is intended to describe in general terms the types of services which NCE is providing to the City of Richmond. It is anticipated that NCE will spend approximately 20 to 40 hours per month until Remediation for IR Site 3 is complete and 10 to 20 hours per month for these services post IR Site 3 Completion. In the event that NCE services are required beyond the anticipated

levels of effort (20-40 hours/month), NCE would appraise the City and seek authorization for additional time.

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

Funding to cover these services will be paid directly from the escrow account established to fund remediation-related activities. The City's Project Manager will have to review and approve invoices prior to submission to the escrow account holder for payment. Although invoices will be paid directly from the escrow account, for purposes of this Contract, the City is authorizing a not to exceed amount of \$236,306.18 to cover the estimated average hours of anticipated activity described above for the term of the Contract. The \$236,306.18 is derived as follows:

Allocations:

\$111,306.18	January 2, 2015 to October 31, 2015
\$ 25,000.00	November 1, 2015 through December 31, 2015
<u>\$100,000.00</u>	January 1, 2016 through June 30, 2017
Total:	\$236,306.18

For the Contract between the City of
Richmond and

Nichols Consulting Engineers

**EXHIBIT B
PAYMENT PROVISIONS**

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

1. Provided Contractor is not in default under this Contract, Contractor shall be compensated as provided below.
2. Any and all payments made pursuant to this Contract shall be subject to the Contract Payment Limit. The Payment Limit includes expenses (phones, photo copying, meals and travel etc). Invoices, shall be adequately detailed, based on accurate records, and be in a form reasonably satisfactory to the City. Contractor may be required to provide back-up material upon request.
3. Contractor shall submit timely invoices to the following address:

Attention: City of Richmond, Finance Department - Accounts Payable
Project Manager: Craig K. Murray Department: Engineering
PO Box 4046
Richmond, CA 94804-0046
4. All invoices that are submitted by Contractor shall be subject to the approval of the City's Project Manager, Craig K. Murray before payments shall be authorized.
5. The City will pay invoice(s) within 45 days after completion of services to the City's satisfaction. The City shall not pay late fees or interest.
6. A Richmond business license shall be obtained before any payment under this Contract shall be authorized and the business license must be kept current during the term of this Contract for payments to continue to be authorized.
7. All insurance coverage required by this Contract shall be provided by the Contractor before this Contract shall be executed by the City. The insurance coverage must be kept current during the term of this Contract for payments to continue to be authorized.

For the Contract between the City of
Richmond and

Nichols Consulting Engineers

**EXHIBIT C
AUTHORIZED REPRESENTATIVES AND NOTICES**

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

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

Craig K. Murray

City of Richmond

Richmond, CA 94804-0046

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

Michael J. Leacox, CEG

501 Canal Boulevard, Suite 1

Richmond, CA 94804

EXHIBIT D GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

Pursuant to California Government Code § 10527, the parties to this Contract shall be subject to the examination and audit of representatives of the Auditor General of the State of California for a period of three (3) years after final payment under this Contract. The examination and audit shall be confined to those matters connected with the performance of this Contract including, but not limited to, the cost of administering this Contract.

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

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

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

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

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

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

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

13. Termination in the Event of Default. Should Contractor fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Contract, City may immediately terminate this Contract by giving written notice of such termination, stating the reasons for such termination. Contractor shall be compensated as provided in Section 12 of these General Conditions; provided, however, there shall be deducted from such amount the amount of damage, including attorney's fees, expert witness fees and costs, if any, sustained by City by virtue of Contractor's breach of this Contract. Additionally, in the event of such termination, the City may proceed with the work in any reasonable manner it chooses.

14. Conflict of Interest. Contractor acknowledges, represents and warrants that Contractor shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Contract. Contractor further acknowledges, represents and warrants that no City official or employee has any economic interest, as defined in Title 2, California Code of Regulations §§ 18703.1 through 18703.5, with Contractor that would invalidate this Contract. Contractor acknowledges that in the event that Contractor shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Contract, all consideration received under this Contract shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Contract for one (1) year.

15. Indemnification.

(a) If this Contract is a contract for design professional services subject to California Civil Code Section 2782.8(a) and Contractor is a design professional, as defined in California Civil Code Section 2782.8(b)(2), Contractor shall hold harmless, defend and indemnify the City, its officers, agents, employees, and volunteers from and against any and all claims, damages, losses, and expenses including attorneys' fees arising out of, or pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Contractor, except where caused by the active negligence, sole negligence, or willful misconduct of the City. To the fullest extent permitted by law, Contractor shall immediately defend and indemnify the City and its officers, agents, employees, and volunteers from and against any and all liabilities, regardless of nature or type, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor, or its employees, agents, or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation, any and all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Contractor's obligation to

indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party.

- (b) If this Contract is not a contract for design professional services subject to California Civil Code Section 2782.8(a) or Contractor is not a design professional as defined in California Civil Code Section 2782.8(b)(2), Contractor shall indemnify, defend, and hold harmless the City, its officers, agents, employees and volunteers from any and all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by Contractor or any person directly or indirectly employed by, or acting as, the agent for Contractor in the performance of this Contract, including the concurrent or successive passive negligence of the City, its officers, agents, employees or volunteers.
- (c) It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Contractor shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City, the City and its officers, agents, employees, and volunteers, immediately upon tender to Contractor of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Contractor are responsible for the claim does not relieve Contractor from its separate and distinct obligation to defend under this Section 15. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent counsel if Contractor asserts that liability is caused in whole, or in part, by the negligence or willful misconduct of an indemnified party.
- (d) The review, acceptance or approval of the Contractor's work or work product by any indemnified party shall not affect, relieve or reduce the Contractor's indemnification or defense obligations. This Section 15 survives completion of the services or the termination of this Contract. The provisions of this Section 15 are not limited by, and do not affect, the provisions of this Contract relating to insurance.
- (e) Acceptance of insurance certificates and endorsements required under this Contract does not relieve Contractor from liability under this Section 15. This Section 15 shall apply whether or not such insurance policies are determined to be applicable to any such damages or claims for damages.

16. Safety. Contractor acknowledges that the City is committed to the highest standards of workplace safety. Contractor shall perform all work hereunder in full compliance with applicable local, state and federal safety requirements including but not limited to Occupational Safety and Health Administration requirements, and shall assume sole and complete

responsibility for the safety of Contractor's employees and any subContractor's employees. If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Contract, Contractor shall immediately notify the City by telephone.

17. Insurance. Insurance requirements are set forth in Exhibit F to this Contract. Contractor shall abide by the insurance requirements set forth in said Exhibit F.
18. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Contract.
19. Compliance with Laws. Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Contract, including without limitation environmental laws, employment discrimination laws and prevailing wage laws. Compliance under this provision includes compliance with all provisions of the Richmond Municipal Code ("Municipal Code"), including Chapters 2.50, 2.52, 2.56, and 2.60, if applicable.

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

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

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

20. Limitations upon Subcontracting and Assignment. This Contract binds the heirs, successors, assigns and representatives of Contractor. The Contractor shall not enter into subcontracts for any work contemplated

under this Contract and shall not assign this Contract, nor any portion hereof or monies due or to become due, without the prior written consent of the City Council or its designee.

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

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

21. Integration. This Contract constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents exchanged between Contractor and City may be used to assist in the interpretation of the Exhibits to this Contract.
22. Modifications and Amendments. This Contract may be modified or amended only by a change order or Contract Amendment executed by both parties and approved as to form by the City Attorney.
23. Conflicting Provisions. In the event of a conflict between these General Conditions and those of any Exhibit or attachment hereto, these General Conditions shall prevail; provided, however, that any Special Conditions as set forth in Exhibit E shall prevail over these General Conditions. In the event of a conflict between the terms and conditions of any two or more Exhibits or attachments hereto, those prepared by City shall prevail over those prepared by the Contractor, and the terms and conditions preferred by the City shall prevail over those preferred by the Contractor.
24. Non-exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Contractor hereunder shall be non-exclusive, and

City reserves the right to employ other Contractors in connection with the project.

25. Exhibits. All Exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit A which does not pertain to the project description, proposal, scope of services, or method of compensation (as applicable) , or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Contract.
26. Force Majeure. Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of such an obligation is prevented or delayed by reason of acts of God, strikes, boycotts, lock-outs, inability to procure materials not related to the price thereof, failure of power, restrictive governmental laws and regulations enacted after the date of this Contract, riots, civil unrest, acts of terrorism, insurrection, war, declaration of a state or national emergency or other reasons of a like nature not within the reasonable control of such party.
27. Time of the Essence. Time is of the essence of this Contract. Contractor and City agree that any time period set forth in Exhibit A represents their best estimates with respect to completion dates and both Contractor and City acknowledge that departures from the schedule may occur. Therefore, both Contractor and City will use reasonable efforts to notify one another of changes to the schedule. Contractor shall not be responsible for performance delays caused by others, or delays beyond Contractor's control, and such delays shall extend the times for performance of Contractor's work.
28. Confidentiality. Contractor agrees to comply with, and to require its employees, agents and partners to comply with, all applicable State or Federal statutes or regulations respecting confidentially, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that:

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

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

29. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Contract shall not be considered "third parties."
30. Governing Law. This Contract shall be construed in accordance with the law of the State of California without regard to principles of conflicts of law. This Contract is made in Contra Costa County, California, and any action relating to this Contract shall be instituted and prosecuted in the courts of Contra Costa County, California.
31. Nonrenewal. Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased or renewed by the City under a new contract following expiration or termination of this Contract, and waives all rights or claims to notice or hearing respecting any failure by City to continue the purchase of all or any failure to continue purchase of all or any such services from Contractor.
32. Claims. Any claim by Contractor against City hereunder shall be subject to Government Code §§ 800 et seq. The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six months after accrual of the cause of action.
33. Interpretation. This Contract shall be interpreted as if drafted by both parties.
34. Warranty. In the event that any product shall be provided to the City as part of this Contract, Contractor warrants as follows: Contractor possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets any specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of one hundred and eighty (180) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Contractor, at Contractor's expense, including shipping.
35. Severability. In the event that any of the provisions or portions or applications thereof of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, City and Contractor shall negotiate an equitable adjustment in the provisions of the Contract with a view

toward effecting the purpose of this Contract, and the validity and enforceability of the remaining provisions or portions or applications thereof, shall not be affected thereby.

36. Authority. City warrants and represents that the signatory hereto (the Mayor of the City of Richmond or the City Manager) is duly authorized to enter into and execute this Contract on behalf of City. The party signing on behalf of Contractor warrants and represents that he or she is duly authorized to enter into and execute this Contract on behalf of Contractor, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Contract on behalf of Contractor.
37. Waiver. The waiver by City of any breach of any term or provision of this Contract shall not be construed as a waiver of any subsequent breach. Inspections or approvals, or statements by any officer, agent or employee of the City relating to the Contractor's performance, or payments therefore, or any combination of these acts, shall not relieve the Contractor's obligation to fulfill this Contract as prescribed; nor shall the City be thereby stopped from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.
38. Possessory Interest. If this Contract results in the Contractor having possession of, claim to or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue and Taxation Code 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest.
39. Performance and Final Acceptance.

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

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

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

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

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

For the Contract between the City of
Richmond and

Nichols Consulting Engineers

**EXHIBIT E
SPECIAL CONDITIONS**

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

None

For the Contract between the City of
Richmond and

Nichols Consulting Engineers

**EXHIBIT F
INSURANCE PROVISIONS**

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

**City of Richmond - Insurance Requirements – Type 1:
Consultants and Contractors**

In all instances where a CONTRACTOR or its representatives will be conducting business and/or providing services, the City requires the following MINIMUM insurance requirements and limits.

CONTRACTOR shall procure and maintain for the duration of the contract, agreement, or other order for work, services or supplies, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors. **Maintenance of proper insurance coverage is a material element of the contract. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.**

CONTRACTOR agrees that in the event of loss due to any of the perils for which it has agreed to provide Commercial General Liability insurance, CONTRACTOR shall look solely to its insurance for recovery. CONTRACTOR hereby grants to CITY, on behalf of any insurer providing Commercial General Liability insurance to either CONTRACTOR or CITY with respect to the services of CONSULTANT herein, a waiver of any right to subrogation which any such insurer of said CONTRACTOR may acquire against the CITY by virtue of the payment of any loss under such insurance.

Original, signed certificates and original, separate policy endorsements, naming the City as an additional insured for general liability, as well as a waiver of subrogation for Workers' Compensation insurance, shall be received and approved by the City **before any work may begin**. However, failure to do so shall not operate as a waiver of these insurance requirements.

City reserves the right to modify or require additional coverages for specific risk exposures depending on scope of CONTRACTORS work.

Minimum coverage is detailed below. The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated herein shall not serve to reduce the policy limits of coverage of CONTRACTOR.

Minimum Scope of Insurance – the following forms shall be provided and coverage shall be at least as broad as the following:

1. Insurance Services Office Commercial General Liability coverage (ISO Occurrence Form CG 0001) including coverage for bodily and personal injury, property damage, and products and completed operations.
2. Insurance Services Office Automobile Liability coverage (ISO Form CA 0001, Code 1, Any Auto)
3. Original and Separate Additional Insured Endorsements for General Liability (ISO Form CG 20 10 11/85 or its equivalent) with primary and non-contributory language.
4. Workers' Compensation Insurance as required by the State of California including Employer's Liability coverage.
5. Original and Separate Waiver of Subrogation for Workers' Compensation and Builder's Risk/ Course of Construction Insurance.
6. Builder's Risk/Course of Construction insurance covering all risks of loss less policy exclusions when the City of Richmond has a financial interest in the property. – *(Only required for Construction Contracts involving property)*
7. Contractor's Pollution Liability *(if applicable for Construction Contractors)*

Required Coverage	Minimum Limits
Workers' Compensation and Employers' Liability	Statutory limits as required by the State of California including \$1 million Employers' Liability per accident, per employee for bodily injury or disease. If CONTRACTOR is self-insured, provide a certificate of Permission to Self-Insure, signed by the California Department of Industrial Relations and Self-Insurance. If contractor is a sole proprietor (has no employees) than contractor must sign "Contractor Release of Liability" found at: http://www.ci.richmond.ca.us/index.aspx?nid=61 .

**City of Richmond - Insurance Requirements - Type 1:
Consultants and Contractors**

General Liability <i>(primary and excess limits combined)</i>	PROJECT COST \$0 - \$5 million \$5 million - \$10 million Over \$10 million Fireworks	REQUIRED LIMIT \$2 million p/o \$5 million p/o \$10 million p/o \$5 million p/o
	<p>Includes coverage for bodily injury, personal injury, property damage and products and completed operations. The policy shall not exclude coverage for XCU perils (explosion, collapse, or damage to underground property).</p> <p>If the policy includes a general aggregate, either the general aggregate shall apply separately to this project, service or location or the minimum required aggregate limit shall be twice the per occurrence limit (\$4 million aggregate limit).</p> <p>Policy shall be endorsed to name the City of Richmond as an additional insured per the conditions detailed below.</p>	
Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage.	
<p>Builders' Risk/Course of Construction – Covers property under construction, repair or renovation as well as equipment and materials to be installed.</p> <p>(Only required for Construction Projects involving property and equipment installation.)</p>	<p>Coverage shall include all risks of direct physical loss, excluding earthquake, for an amount equal to the full completed value of the covered structure or replacement value of alterations or additions, including soft costs and business interruption.</p> <p>If the project does not involve new or major reconstruction, an Installation Floater may be acceptable. For such projects, a property installation floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken or destroyed during the performance of the Work, including during transit, installation and testing at the City of Richmond's site.</p> <p>The City of Richmond shall be named as loss payee as its interest may appear. The insurer shall waive all rights of subrogation against City.</p>	
<p>Contractor's Pollution Liability (if applicable)</p> <p>Protects against: <i>unexpected/unintended release of pollution resulting from contractors covered operations such as:</i></p> <p>HVAC, paving, carpentry, pipeline & tank installation, drillers, remediation contractors, maintenance, mechanical, demolition, excavation, grading, street/road construction, residential & commercial builders.</p>	Same limits as General Liability.	
Required Policy Conditions		
A. M. Best Rating	A:VII or Better. If the A.M. Best Rating falls below the required rating, CONTRACTOR must replace coverage immediately and provide notice to City.	
Additional Insured Endorsement	<p>Applicable to General Liability Coverage.</p> <p>The City of Richmond, its officers, officials, employees, agents and volunteers are to be named as additional insureds for all liability arising out of the operations by or on behalf of the named insured, including but not limited to bodily injury, deaths and property damage or destruction arising in any respect directly or indirectly in the performance of this contract.</p> <p>ISO form CG 20 10 (11/85) or its equivalent is required. The endorsement must not exclude products and completed operations coverage. If it does, then CG 20 37 (10/01) is also required.</p>	

**City of Richmond - Insurance Requirements – Type 1:
 Consultants and Contractors**

Additional Insured Endorsement (continued)	<i>SAMPLE Endorsements can be found at http://www.ci.richmond.ca.us/index.aspx?nid=61</i>
Primary and Noncontributory	The contractor's insurance coverage must be primary coverage as it pertains to the City, its officers, officials, employees, agents and volunteers. Any insurance or self insurance maintained by the City is wholly separate from the insurance of the contractor and in no way relieves the contractor from its responsibility to provide insurance.
Waiver of Subrogation Endorsement Form	Contractor's insurer will provide a Waiver of Subrogation in favor of the City for Workers Compensation and Builder's Risk/ Course of Construction coverage during the life of this contract. <i>SAMPLE Endorsements can be found at http://www.ci.richmond.ca.us/index.aspx?nid=61</i>
Deductibles and Self-Insured Retentions	Any deductible or self-insured retention must be declared to and approved by the City. At the option of the City either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City or the CONTRACTOR shall procure a financial guarantee in an amount equal to the deductible or self-insured retention guaranteeing payment of losses and related investigations, claims administration and defense expenses. Contractor is responsible for satisfaction of the deductible and/or self-insured retention for each loss.
Loss Payable Endorsement (only required when Builder's Risk and/or Course of Construction Insurance is required.)	Applicable to Builder's Risk/Course of Construction naming the City of Richmond as Loss Payee.
SURETY BONDS (If a Public Works/Engineering Project)	The Contractor shall provide: <ol style="list-style-type: none"> 1. A Bid bond 2. A Performance Bond 3. A Payment Bond

Umbrella/Excess Liability Policies

If an Umbrella or Excess Liability Policy is used to meet the liability limits, coverage shall be as broad as specified for underlying coverages and cover those insured in the underlying policies.

Claims-Made Policies

If any insurance policy is written on a claims-made form: 1) the retroactive date must be shown, and must be before the date of the contract or the beginning of contract work. 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.

Subcontractors

CONTRACTOR shall include all subcontractors as insured under its policies or shall furnish to the City for review and approval, separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

CONTRACTOR agrees to defend and indemnify the City of Richmond for any damage resulting to it from failure of either CONTRACTOR or any subcontractor to take out or maintain the required insurance policies. The fact that insurance is obtained by CONTRACTOR, and/or CONTRACTOR's subcontractors, will not be deemed to release or diminish the liability of CONTRACTOR, including, without limitation, liability under the indemnity provisions of this contract. Damages recoverable by CITY from CONTRACTOR or any third party will not be limited by the amount of the required insurance coverage.

<p style="text-align: center;">City of Richmond - Insurance Requirements - Type 1: Consultants and Contractors</p>

Verification of Coverage

All original certificates and endorsements shall be received and approved by the City ***before work may begin***. The City of Richmond reserves the right to require complete, certified copies of all required insurance policies including endorsements affecting the coverage at any time.

Original insurance certificates and required policy endorsements shall be mailed, or delivered to the Designated Project Manager for the City of Richmond.

Insurance certificates and endorsements may be faxed to the Designated Project Manager. However, Contractor must mail the original certificates and endorsements to Designated Project Manager once faxed.

Continuous Coverage

CONTRACTOR shall maintain the required insurance for the life of the contract. Should the CONTRACTOR cease to have insurance as required during this time, all work by the CONTRACTOR pursuant to this agreement shall cease until insurance acceptable to the City is provided. In the event that CONTRACTOR fails to comply with the City's insurance requirements, the City may take such action as it deems necessary to protect the City's interests. Such action may include but is not limited to termination of the contract, withholding of payments, or other actions as the City deems appropriate.

If services or the scope of work extend beyond the expiration dates of the required insurance policies initially approved by the City, CONTRACTOR must provide updated certificates and endorsements indicating that the required coverage, terms and conditions are still in place. **Renewal certificates and updated endorsements shall be mailed to the Designated Project Manager.**

Cancellation

CONTRACTOR shall ensure that coverage shall not be cancelled, reduced or otherwise materially changed except after thirty (30) days' prior written notice has been given to the City.

Reporting Requirements

Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

Consistent with Public Policy

The insuring provisions, insofar as they may be judged to be against public policy shall be void and unenforceable only to the minimum extent necessary so that the remaining terms and provisions herein may be consistent with public policy and thus enforceable.

CITY OF RICHMOND
SOLE SOURCE/BRAND REQUEST

THIS FORM MUST BE COMPLETED AND APPROVED PRIOR TO ANY PURCHASE

When a request is made for a non-competitive procurement and the specification limits the bidding to one source and/or one brand or trade name, the requesting department must complete the following: (Please answer in the space provided, or attach a blank piece of paper and answer each of the 5 questions as fully as possible)

1. Beginning with the name, city and state of the proposed vendor, briefly describe the product or service you propose to purchase. Include appropriate detail such as manufacturer, brand name, model number, part number, etc. for products and the type service to be performed for services.

Nichols Consulting Engineers(NCE),Richmond, CA

City consultant NCE performs critical environmental control and budget review and oversight of the US Navy Early Transfer Cooperative Agreement (ETCA) funds from 2008 in the amount of \$28.5M. This work includes providing technical support and review to City staff on matters relating to State Water Board requirements,budget and process review work from project environmental Consultant Terraphase and budgetary control summary and reviews requested by City Council's Pt Molate Community Advisory Committee. Work involves reviewing contractor work such as Terraphase and IR Site 3 general contractor PSEC and assisting City staff in future work such as reviewing reports to insurance carrier, State Water Board, bid documents for development of a wetlands, and emerging new State Water Board regulations promulgated under Polar Compounds within Pt Molate. NCE provides a high and technical level of review in proper and effective use of Pt. Molate ETCA funds.

2. Please check one: **Cost: \$ 236,306.18**
 - a. **SOLE SOURCE:** Item is available from one source only. Item is one-of-a-kind and is not competitively sold through distributors. *(If there is an exclusive distributor for this area, verify this fact in writing with the manufacturer.)*
 - b. **SOLE BRAND:** Various sources can supply the specified model and brand; competitive bids will be solicited for the requested brand only. *(Clearly describe why no other product meeting form, fit or function will do)*
 - c. **STANDARDIZATION REQUEST:** The Department requires the item to standardize parts, design, quality etc. *(This requires further discussion with the Purchasing Division)*
3. What are the unique performance features of the product/brand requested that are not available in any other product/brand? (For services: What unique qualifications, rights, degrees, certifications, licenses and/or experience does this vendor possess?)

NCE is uniquely qualified to perform this work. NCE was selected in a RFP process in June 2010. The RFP was posted on the City's Bids Online system with 235 firms receiving the proposal and twenty-one firms submitting proposals with six (6) firms selected for first round of interviews and three (3) firms selected for a final interview and NCE selected by the panel with City staff from the City Manager's Office, Planning Department, City Attorney's Office and Public Works. NCE received one extension with a contract through December 31, 2014 and continues to provide service to the City. Due to NCE's significant prior work with Pt Molate and assigned consultants as part of the team; selecting NCE as the civil engineer for the completion of design and construction documents for the Wetland development, continuing to oversee budget and

environmental processes, providing technical and budgetary support and assistance to staff and construction bid and management assistance is justified. Moreover, it is also justified in selecting NCE as a Sole Source Contractor because NCE has prepared many of engineering surveys, studies, engineering assessments and provided recommendations to staff necessary for Pt Molate. Selecting another firm would require them to perform the same work for additional time and cost.

4. Why are the unique performance features REQUIRED (not merely preferred), and how would your requirement be inhibited without this particular service/item?

Unique performance features so to speak are required because project would experience time delays and additional costs to consider other firms.

SOLE SOURCE/BRAND REQUEST – Continued

Without NCE, project would be discontinuous and experience delays in delivering this development.

5. What other products/services have been examined and rejected, and why? *(Please provide a specific meaningful explanation, one vendor and/or one feature at a time. For products be sure to clearly identify the product by name and model number and include the name, address, and telephone number of the company representative who you contacted during your research or product testing.)*

This contract does not involve an equipment purchase. Services and personnel assigned to this project from NCE are unique in regards to their history and experience in delivering this particular development.

6. If justification is based on matching and/or intermixing with existing equipment (refer to 1.c.), list the quantity, manufacturer, brand, and model of the existing equipment, and why the matching is required not simply preferred.

N/A. This contract does not reference equipment.

I HEREBY CERTIFY THAT:

1. I am an approved department representative, and am aware of the City's requirements for competitive bidding, as well as the criteria for justification for sole source/brand procurements.
2. I have gathered the required technical information and have made a concentrated effort to review comparable and/or equal equipment/services.
3. There is validity as to the information contained herein justifying my request for sole source/brand procurement and meeting the City's criteria.
4. A sole source/brand procurement in this case will withstand a possible audit or a vendor's protest.

REQUESTOR _____

DATE: 3/19/16

DEPARTMENT DIRECTOR _____

DATE: 7/12/16

PURCHASING DIVISION (Prior to submission to City Manager)

APPROVED: _____

NOT APPROVED: _____

DATE: 5/12/16

COMMENTS:

Executive Director

City Manager

Waterside Workshops: Richmond Boathouse expansion

A project summary

The Richmond Boathouse, a new program of an established Berkeley-based nonprofit, is looking to establish a location at Point Molate.

Richmond Boathouse is an expansion program of Waterside Workshops, a youth development and vocational training organization located in Berkeley's Aquatic Park. Over the last 10 years, Waterside has transformed once dilapidated and abandoned city-owned buildings into a very visible community center that directly impacts the lives of local youth. Waterside provides job training, classes, wrap-around services, and recreation opportunities for some of the Bay Area's most at-risk youth. The organization also is accessible to the wider community through services including a full-service wooden boat building shop, a bicycle shop and repair facility, and Berkeley's only youth-run coffee shop.

Program Goals

- Richmond Boathouse seeks to create an inviting and accessible boat workshop adjacent to Richmond's historic shoreline to provide vocational training for local youth.
- The core Richmond Boathouse programs will provide essential job training and support services to Richmond youth, while also reconnecting the community to the city's proud shipbuilding legacy and its unique shoreline.
- Richmond Boathouse will use traditional wooden boatbuilding techniques and technologies to teach basic skills like math and geometry, hand tool use, plan reading, communication, and teamwork.
- The true value of the program is to offer Richmond youth a safe and supportive place where they can grow and imagine new possibilities for the future.
- Key to the Richmond Boathouse mission is providing support and social welfare services that extend beyond carpentry and boat handling skills.

Relevant Background

- Waterside currently operates a boatbuilding program, Berkeley Boathouse. The program augments disappearing woodworking programs in local high schools and takes the

concept a step further by using an internship/apprentice model. Shadowing a skilled instructor, interns become immersed in the technical components of the craft and gain an understanding of every aspect of small business management.

- Working one-on-one in a project-driven workshop helps youth quickly develop vocational skills across disciplines and learn employable skills in woodworking and construction, while providing a real-world application for product design, physics, and geometry.
- Many teenagers who attend Berkeley Boathouse have very limited ability to read or write, and have difficulty with very basic math. One-on-one attention in a supportive and stress-free environment coupled with visual and physical aids often provide the key to learning for a population of students that do not thrive in traditional classrooms.
- Currently, 60 percent of Waterside's staff consists of former interns. They continue to develop their skill sets in carpentry, mechanics, and customer service. In 2016, over 250 youth will participate in Waterside's classes, field trips, events and internships. Every year, approximately 50 youth become interns and participate for 3 months or longer.
- Within the first three years of operation, Richmond Boathouse will also begin offering public boat rentals, and offer woodworking classes to the general public. Additionally, Richmond Boathouse will seek to become self-reliant by developing revenue-generating activities (such as boatbuilding or standup paddle board building), with the goal of sustaining the program and creating jobs.

Waterside Workshops has an excellent reputation and strong relationship with the City of Berkeley. Letters of support from city council members or city staff can be provided upon request.

Contact

Daniel McGlynn, Richmond Boathouse 510-965-5550 // danielmcglynn@gmail.com

Amber Rich, executive director, Waterside Workshops 510- 644-2577 //

amber@watersideworkshops.org

Or visit: watersideworkshops.org



CITY COUNCIL

AGENDA REPORT

DATE: September 13, 2016
TO: Mayor Butt and Members of the City Council
FROM: Councilmember McLaughlin
SUBJECT: THREE COMMUNITY MEETINGS RELATIVE TO THE REHABILITATION OF POINT MOLATE

STATEMENT OF THE ISSUE:

On April 24, 2012, the City Council passed a resolution adopting the 2030 General Plan with refer out provisions for specific parcels/areas within the City. The resolution included a provision directing staff to further review the Land Use Designations (LUD's) for Pt. Molate in the General Plan and that this should be done in conjunction with public input and an open process through the Planning Commission and City Council.

The requirements of this provision have not yet been fulfilled. The former Navy Fuel Depot at Pt. Molate was designated a Study Zone in the Interim Zoning Ordinance passed by City Council on June 21, 2016, requiring further study and review of zoning for the Pt. Molate property, and necessitating finalization of Land Use Designations for the property.

RECOMMENDED ACTION:

DIRECT staff to schedule three public meetings starting in October 2016, after a planning process with stakeholders, so that the public can provide input on key values for Pt. Molate's rehabilitation and redevelopment.

FINANCIAL IMPACT OF RECOMMENDATION:

There is not financial impact beyond staff time and associated costs for venues of community meetings.

DISCUSSION:

When the Navy began the process of turning over the 400+acre former Navy Fuel Depot to the City of Richmond in the late 1990's, a Blue Ribbon Committee (BRC) of Richmond residents was formed to provide input to the Navy on considerations for Pt. Molate's future use. Amongst various other duties of the BRC, the BRC was tasked with developing a Base Reuse Plan as is required under the Base Realignment and Closure Act (BRAC). A consulting firm was hired (and funded by the Navy) to survey the property, assess potential land uses, define opportunities and constraints, and working with input from the BRAC, create a vision for future land use at Pt. Molate. This resulted in the Pt. Molate Base Reuse Plan which was adopted by the City Council in 1997 as fulfillment of its obligations under the BRAC.

As the property while occupied by the Navy was not under municipal jurisdiction, not subject to state planning laws, Land Use Designations (LUD's) and Zoning were not established. After the initial approximately 85% of the property was deeded over to the City of Richmond in 2003, the deed contained restrictions for the property to be used for commercial uses only. When the remaining 15% of the property was deeded over to the City of Richmond in 2010, the same use restrictions were included in the deed, predicated on funding provided by the Navy for environmental cleanup (to commercial standards).

In 2004, Chevron provided a proposal to the City of Richmond to acquire the Pt. Molate property and, in the same time frame, Upstream LLC provided a proposal to acquire the land and develop a tribal casino resort. On November 9, 2004 the City entered into a Land Use Disposition Agreement (LDA) with Upstream LLC to develop the casino proposal. From the period of March 7, 2006 to May 21, 2010, six extensions to the original LDA were executed.

The EIR for the casino project and alternatives (as required under CEQA) was approved by City Council on March 8, 2011. Of the four alternatives reviewed in the EIR, one was a non-gaming alternative (Alternative D), and the land uses outlined in this alternative were the basis for the proposed Land Use Designations for the 2030 General Plan.

On April 5, 2011 the City Council voted to discontinue consideration of a Casino at Pt. Molate. The Bureau of Indian Affairs' determined in September 2011 that the Guidiville Pomo tribe was not eligible to take the Pt. Molate property into trust for gaming purposes.

On January 24, 2012, the City Council in closed session considered and rejected an alternative non-gaming project, as proposed by the casino developer, thus ending our obligations under the LDA.

In the fall of 2011, both the Planning Commission and Pt. Molate Community Advisory Committee recommended to City Council that given that 1) the Casino project had been discontinued for consideration and 2) that the Base Reuse Plan was at the time 15

years old, that the Pt. Molate property be referred out of the General Plan for further consideration and review.

In April 2012 the City Council approved a resolution to adopt the General Plan, including a proviso that the Pt. Molate property's Land Use Designations be subject to review and study, and that staff undertake a public process to collect community input and conduct an open process to include the Planning Commission to establish Land Use Designations for adoption as an amendment to the 2030 General Plan. The requirements of this proviso have not yet been fulfilled and the initiative detailed in the remaining paragraphs of this agenda report would establish a process to meet the requirements of public process with ensuing recommendations to be presented to the Planning Commission and Pt. Molate Community Advisory Committee to provide final recommendations for the General Plan Amendment to City Council. Subsequent to that, a Request for Proposals (RFP) would be sent out.

To fulfill the requirements of the provisions within the adoptive resolution for the General Plan it is recommended that three public meetings be scheduled, each approximately 3 weeks apart in locales representative of the various nexus points of contiguous neighborhoods, and that the format for the public meetings will include an information transfer of the history and key actions undertaken to establish land use visions for Pt. Molate, responsibilities of the City under terms of the Navy transfer of the property, summaries of the various visions and visioning exercises that have been undertaken to date, and an interactive discussion session where the public can provide input on key values for Pt. Molate's rehabilitation and redevelopment, discuss with feedback capture.

It is recommended that staff work with the Point Molate Community Advisory Committee (PMCAC) to formulate the outline for the public sessions' content, to catalogue the visions and plans to be summarized, to catalogue and timeline key milestones from time of base closure to present, and catalogue key considerations for rehabilitation/development of the property (geology, geography, regulatory constraints and requirements, etc.). Staff would also work with stakeholders such as PMCAC, Pt. San Pablo Yacht Harbor residents, along with architecture graduate students from UC Berkeley who have expressed an interest in helping plan this process, to formulate paneling format and structure to guide public sessions.

It is recommended that the three public sessions occur beginning in early October 2016 so that the sessions can be undertaken as soon as possible yet provide appropriate time for development of the public session content and structure, and provide adequate notice to the community of the public session mission and schedule.

DOCUMENTS ATTACHED:

- Attachment 1 – April 24, 2012 General Plan Adoptive Resolution
- Attachment 2 – June 21, 2016 Interim Zoning Ordinance



Pt Molate Report

PMCAC #65 October 12, 2016

Expenditures and balance from Navy Escrow Fund:

- Five Expenditures totaling \$367,795.42
- Balance: \$4,357,429.12

Expenditures and balance from City General Fund:

- Expenditures to date for FY 16-17 total \$0
- Balance: \$336,711.

Insurance Report filings

- Report provided in the May 2016 PMCAC Agenda Packet.

Lease/Occupation status for all Pt. Molate Users

- Caretaker report for August, September 2016 is not enclosed. No Report.
- Staff and Senior Assistant City Attorney met with Nematode Holdings. Additional License Areas are pending formal submittal and request.
- SFSU License Agreement was authorized at the September 13 City Council Meeting. This established authority for a Five Year License with SFSU to continue to perform Eelgrass studies.
- Presentation tonight by Richmond Boathouse, Waterside Program to seek licensing of certain location/s at Pt Molate.

Monthly Summary of security incidents:

- September, 2016 report enclosed. No major incidents reported. Four Patrol Officers and two Supervisors assigned. First Security conducted 1288 security checks and noted 15 sign ins from a Mayor Visit on September 1.

Monthly Summary of authorized entries:

- There were fifteen public entry authorizations for prior month including twelve for Richmond Police Department Entry Training, one photography tour (Crawford), and two Outward Bound tour (Stello, Pardue).

Caretaker Summary

- Public Works Dept. did not provide a report.

Beach Park

- DIMO/Parks & Landscaping contractor report enclosed under Parks & Open Space Subcommittee part of the Agenda. Pacific Site Management photos of completed work enclosed.
- Summary of the September activity report from the Friends of Point Molate group was not made available.

IR Site 3 Remediation and Abatement Project

- Terraphase will be providing a current status update on IR Site 3 (in monthly report) at tonight's meeting. A final retention payment has been made to Pacific States Environmental Contractors.

Other

- Detail on the Shoreline Erosion Project is enclosed in this October 2016 PMCAC Agenda Packet.
- State of California Coastal Commission and Ducks Unlimited have selected for the removal of Creosote Pilings and various rubbish material such as large blocks of concrete of the former Warehouse Building that suffered fire damage some time ago at Terminal 4. City Council approved this project at their May 17 meeting and work is expected to be underway in later part of October 2016. This project will remove approximately 350 Creosote-treated piles and cement slabs and rubbish. Habitat restoration work to benefit the Pacific Herring and variety of species is scheduled to commence in July 2017 and post construction monitoring to occur through 2022.
- A copy of the Mayor's *What Future for Pt Molate?* Powerpoint presentation from the September 2016 meeting was distributed to all PMCAC members.

Pt. Molate Remediation Budget Report
As of October 7, 2016

Transactions	Date	Expenditures	Revenues	Balance
		As of 10/7/2016	As of 10/7/2016	As of 10/7/2016
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

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Transactions	Date	Expenditures As of 10/7/2016	Revenues As of 10/7/2016	Balance As of 10/7/2016
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

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Transactions	Date	Expenditures	Revenues	Balance
		As of 10/7/2016	As of 10/7/2016	As of 10/7/2016
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

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State Water Resources Control Board	4/2/2013	\$ 23,492.08		\$ 19,921,826.40
FAFC Fee Slip - April 2013	4/4/2013	\$ 300.00		\$ 19,921,526.40
Savings Interest - March 2013	4/16/2013		\$ 3,346.60	\$ 19,924,873.00
Terraphase Engineering, Inc.	4/30/2013	\$ 82,590.63		\$ 19,842,282.37
Terraphase Engineering, Inc.	5/1/2013	\$ 75,316.43		\$ 19,766,965.94
FAFC Fee Slip - May 2013	5/1/2013	\$ 300.00		\$ 19,766,665.94
Savings Interest - April 2013	5/13/2013		\$ 3,206.73	\$ 19,769,872.67
Savings Interest - May 2013	6/14/2013		\$ 3,287.38	\$ 19,773,160.05
Terraphase Engineering, Inc.	6/14/2013	\$ 43,556.01		\$ 19,729,604.04
Contra Costa Health Services	6/14/2013	\$ 348.00		\$ 19,729,256.04
Savings Interest - June 2013	7/10/2013		\$ 3,180.04	\$ 19,732,436.08
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
Union Bank Fee	9/20/2013	\$ 1,560.00		\$ 19,617,362.57
Terraphase Engineering, Inc.	10/17/2013	\$ 51,248.57		\$ 19,566,114.00
Nichols Consulting Engineers, CHTD	10/17/2013	\$ 24,745.00		\$ 19,541,369.00
Terraphase Engineering, Inc.	11/15/2013	\$ 28,351.81		\$ 19,513,017.19
Terraphase Engineering, Inc.	12/18/2013	\$ 68,604.41		\$ 19,444,412.78
Contra Costa Health Services	12/18/2013	\$ 348.00		\$ 19,444,064.78
State Water Resources Control Board	12/18/2013	\$ 1,952.67		\$ 19,442,112.11
State Water Resources Control Board	12/18/2013	\$ 11,877.00		\$ 19,430,235.11
Terraphase Engineering, Inc.	12/20/2013	\$ 66,328.38		\$ 19,363,906.73
Interest earned	9/13 - 11/13		\$ 409.95	\$ 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
Interest earned	12/13 - 5/14		\$ 959.40	\$ 19,068,034.05
Terraphase Engineering, Inc.	5/6/2014	\$ 68,324.79		\$ 18,999,709.26
Terraphase Engineering, Inc.	6/3/2014	\$ 61,640.00		\$ 18,938,069.26
State Water Resources Control Board	6/3/2014	\$ 553.32		\$ 18,937,515.94
Contra Costa Health Services	6/3/2014	\$ 348.00		\$ 18,937,167.94
City of Richmond - 2012 Single Audit Reimbursement	6/3/2014	\$ 10,227.00		\$ 18,926,940.94
City of Richmond - 2013 Single Audit Reimbursement	6/3/2014	\$ 9,200.00		\$ 18,917,740.94
Terraphase Engineering, Inc.	7/11/2014	\$ 36,883.79		\$ 18,880,857.15
Terraphase Engineering, Inc.	8/2/2014	\$ 52,505.63		\$ 18,828,351.52
State Water Resources Control Board	8/2/2014	\$ 20,589.19		\$ 18,807,762.33
Nichols Consulting Engineers, CHTD	8/2/2014	\$ 18,683.67		\$ 18,789,078.66
Terraphase Engineering, Inc.	9/2/2014	\$ 51,882.72		\$ 18,737,195.94
Union Bank - Annual Fees (9/1/14 - 8/31/15)	9/17/2014	\$ 1,060.00		\$ 18,736,135.94
Terraphase Engineering, Inc.	9/27/2014	\$ 114,953.96		\$ 18,621,181.98
Nichols Consulting Engineers, CHTD	9/27/2014	\$ 57,071.54		\$ 18,564,110.44
BPXpress	9/27/2014	\$ 1,145.64		\$ 18,562,964.80
Terraphase Engineering, Inc.	10/25/2014	\$ 95,929.77		\$ 18,467,035.03
Pacific States Environmental Contractors, Inc.	10/31/2014	\$ 855,815.67		\$ 17,611,219.36
State Water Resources Control Board	11/19/2014	\$ 34,327.45		\$ 17,576,891.91
Terraphase Engineering, Inc.	11/27/2014	\$ 204,422.29		\$ 17,372,469.62
State Water Resources Control Board	11/27/2014	\$ 11,497.00		\$ 17,360,972.62
Pacific States Environmental Contractors, Inc.	12/10/2014	\$ 1,006,214.83		\$ 16,354,757.79
Pacific States Environmental Contractors, Inc.	1/9/2015	\$ 779,224.77		\$ 15,575,533.02
Nichols Consulting Engineers, CHTD	1/20/2015	\$ 24,708.88		\$ 15,550,824.14
Terraphase Engineering, Inc.	1/20/2015	\$ 104,493.74		\$ 15,446,330.40
State Water Resources Control Board	1/20/2015	\$ 11,497.00		\$ 15,434,833.40
Pacific States Environmental Contractors, Inc.	1/27/2015	\$ 23,947.99		\$ 15,410,885.41
Pacific States Environmental Contractors, Inc.	3/11/2015	\$ 67,017.85		\$ 15,343,867.56

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Transactions	Date	Expenditures As of 10/7/2016	Revenues As of 10/7/2016	Balance As of 10/7/2016
Terraphase Engineering, Inc.	3/11/2015	\$ 125,312.63		\$ 15,218,554.93
Terraphase Engineering, Inc.	3/11/2015	\$ 90,210.64		\$ 15,128,344.29
Pacific States Environmental Contractors, Inc.	3/19/2015	\$ 7,324.50		\$ 15,121,019.79
State Water Resources Control Board	3/19/2015	\$ 18,593.45		\$ 15,102,426.34
Terraphase Engineering, Inc.	3/26/2015	\$ 87,923.69		\$ 15,014,502.65
Terraphase Engineering, Inc.	4/23/2015	\$ 139,943.20		\$ 14,874,559.45
Pacific States Environmental Contractors, Inc.	5/27/2015	\$ 259,652.05		\$ 14,614,907.40
Nichols Consulting Engineers, CHTD	5/27/2015	\$ 19,792.56		\$ 14,595,114.84
Terraphase Engineering, Inc.	6/1/2015	\$ 125,374.10		\$ 14,469,740.74
Pacific States Environmental Contractors, Inc.	6/12/2015	\$ 1,705,593.08		\$ 12,764,147.66
Pacific States Environmental Contractors, Inc.	6/29/2015	\$ 2,211,213.49		\$ 10,552,934.17
State Water Resources Control Board	6/29/2015	\$ 13,325.32		\$ 10,539,608.85
City of Richmond (reimbursement for Single Audit)	6/29/2015	\$ 6,478.01		\$ 10,533,130.84
Nichols Consulting Engineers, CHTD	6/29/2015	\$ 43,179.74		\$ 10,489,951.10
Terraphase Engineering, Inc.	6/29/2015	\$ 126,704.25		\$ 10,363,246.85
Nichols Consulting Engineers, CHTD	7/28/2015	\$ 23,625.00		\$ 10,339,621.85
Terraphase Engineering, Inc.	8/3/2015	\$ 133,605.29		\$ 10,206,016.56
Pacific States Environmental Contractors, Inc.	8/11/2015	\$ 1,831,042.78		\$ 8,374,973.78
Pacific States Environmental Contractors, Inc.	9/17/2015	\$ 1,300,776.20		\$ 7,074,197.58
Terraphase Engineering, Inc.	9/17/2015	\$ 135,433.09		\$ 6,938,764.49
Union Bank Administrative Fees	9/23/2015	\$ 1,060.00		\$ 6,937,704.49
State Water Resources Control Board	10/28/2015	\$ 10,600.60		\$ 6,927,103.89
Terraphase Engineering, Inc.	10/28/2015	\$ 140,582.81		\$ 6,786,521.08
Nichols Consulting Engineers, CHTD	10/28/2015	\$ 12,601.89		\$ 6,773,919.19
State Water Resources Control Board - SCP Program	11/30/2015	\$ 15,344.24		\$ 6,758,574.95
Terraphase Engineering, Inc.	11/30/2015	\$ 88,207.01		\$ 6,670,367.94
Pacific States Environmental Contractors, Inc.	11/30/2015	\$ 153,431.01		\$ 6,516,936.93
State Water Resources Control Board	11/30/2015	\$ 659.00		\$ 6,516,277.93
Contra Costa Environmental Health	12/21/2015	\$ 522.00		\$ 6,515,755.93
Pacific States Environmental Contractors, Inc.	12/21/2015	\$ 425,137.76		\$ 6,090,618.17
Pacific States Environmental Contractors, Inc.	1/15/2016	\$ 279,641.87		\$ 5,810,976.30
State Water Resources Control Board	3/4/2016	\$ 4,519.18		\$ 5,806,457.12
Terraphase Engineering, Inc.	3/4/2016	\$ 32,548.97		\$ 5,773,908.15
Terraphase Engineering, Inc.	3/4/2016	\$ 131,231.71		\$ 5,642,676.44
Contra Costa Environmental Health	3/25/2016	\$ 565.10		\$ 5,642,111.34
State Water Resources Control Board	4/19/2016	\$ 4,519.18		\$ 5,637,592.16
Pacific States Environmental Contractors, Inc.	4/19/2016	\$ 498,835.98		\$ 5,138,756.18
Terraphase Engineering, Inc.	4/25/2016	\$ 46,568.64		\$ 5,092,187.54
Pacific States Environmental Contractors, Inc.	5/30/2016	\$ 16,660.48		\$ 5,075,527.06
State Water Resources Control Board	5/30/2016	\$ 16,621.30		\$ 5,058,905.76
City of Richmond (2015 Audit)	5/30/2016	\$ 32,839.37		\$ 5,026,066.39
State Water Resources Control Board	5/30/2016	\$ 7,500.00		\$ 5,018,566.39
Terraphase Engineering, Inc.	5/30/2016	\$ 69,945.45		\$ 4,948,620.94
Regional Monitoring Program	6/10/2016	\$ 7,500.00		\$ 4,941,120.94
Pacific States Environmental Contractors, Inc.	9/7/2016	\$ 215,896.40		\$ 4,725,224.54
Union Bank Administrative Fees	9/22/2016	\$ 1,060.00		\$ 4,724,164.54
Pacific States Environmental Contractors, Inc.	9/28/2016	\$ 90,000.00		\$ 4,634,164.54
State Water Resources Control Board	9/28/2016	\$ 15,371.77		\$ 4,618,792.77
Terraphase Engineering, Inc.	9/28/2016	\$ 260,319.65		\$ 4,358,473.12
Contra Costa Environmental Health	9/28/2016	\$ 1,044.00		\$ 4,357,429.12
Current as of 10/7/2016		\$ 24,349,932.63	\$ 207,361.75	
Remaining Balance				\$ 4,357,429.12

Pt. Molate Remediation Budget Report
As of October 7, 2016

Project / Program Name: Pt. Molate Remediation Oversight				
Project Description: Pt. Molate				
		Point Molate		
		Site Remediation		
		Capital Budget		
Sources of Funds:		Navy Funds		
Navy Funds (Grant) - Starting Balance		\$ 28,500,000.00		
		Expenditures	Revenues	Balance
Vendors	Date	As of 10/7/2016	As of 10/7/2016	As of 10/7/2016
City of Richmond				
City of Richmond	4/16/2010	\$ 630,000.00		
TOTAL		\$ 630,000.00	\$ -	\$ 630,000.00
Upstream Point Molate - Remediation Work				
Upstream Point Molate - Remediation Work	4/30/2010	\$ 170,000.00		
TOTAL		\$ 170,000.00	\$ -	\$ 170,000.00
Alliant Insurance Services, Inc - Insurance Payment				
Alliant Insurance Services, Inc - Insurance Payment	4/20/2010	\$ 4,130,000.00		
TOTAL		\$ 4,130,000.00	\$ -	\$ 4,130,000.00
Arcadis US Inc.				
Arcadis US Inc.	7/15/2010	\$ 165,343.93		
Arcadis US Inc.	10/18/2010	\$ 121,923.17		
Arcadis US Inc.	1/5/2011	\$ 105,245.30		
TOTAL		\$ 392,512.40	\$ -	\$ 392,512.40
AT&T				
AT&T	7/9/2012	\$ 34.16		
TOTAL		\$ 34.16	\$ -	\$ 34.16
Bank Charge				
Bank Charge	3/7/2011		\$ 20.00	
Bank Charges - February 2010	3/28/2011	\$ 35.00		
Bank Charges - February 2011	3/2/2011	\$ 35.00		
Bank Charges - March 2011	4/25/2011	\$ (35.00)		
Bank Saving Charge	11/1/2011	\$ 20.00		
FAFC Bank Charge	7/26/2010	\$ 20.00		
FAFC Bank Charge	7/26/2010	\$ 20.00		
TOTAL		\$ 95.00	\$ 20.00	\$ 75.00
BPXpress				
BPXpress	9/27/2014	\$ 1,145.64		
TOTAL		\$ 1,145.64		\$ 1,145.64
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		
City of Richmond - 2015 Single Audit Reimbursement	6/29/2015	\$ 6,478.01		
City of Richmond - 2014 Single Audit Reimbursement	5/31/2016	\$ 32,839.37		
TOTAL		\$ 129,584.95	\$ -	\$ 129,584.95
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	
TOTAL		\$ 1,896.00	\$ 158.00	\$ 1,738.00

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Pt. Molate Remediation Budget Report
As of October 7, 2016

Vendors	Date	Expenditures As of 10/7/2016	Revenues As of 10/7/2016	Balance As of 10/7/2016
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		
Contra Costa Environmental Health/CCHS	12/21/2015	\$ 522.00		
Contra Costa Environmental Health/CCHS	3/25/2016	\$ 565.10		
Contra Costa Environmental Health/CCHS	9/28/2016	\$ 1,044.00		
TOTAL		\$ 7,426.10	\$ -	\$ 7,426.10
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 - Julu 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	9/20/2013	\$ 1,560.00		
Union Bank - Annual Fees (9/1/14 - 8/31/15)	9/17/2014	\$1,060.00		
Union Bank - Annual Fees (9/1/15 - 8/31/16)	9/23/2015	\$1,060.00		
Union Bank - Annual Fees (9/1/16 - 8/31/17)	9/22/2016	\$1,060.00		
TOTAL		\$ 20,134.15	\$ -	\$ 20,134.15

BAL.B

Pt. Molate Remediation Budget Report
As of October 7, 2016

Vendors	Date	Expenditures As of 10/7/2016	Revenues As of 10/7/2016	Balance As of 10/7/2016
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		
Nichols Consulting Engineers, CHTD	8/1/2014	\$ 18,683.67		
Nichols Consulting Engineers, CHTD	9/27/2014	\$ 57,071.54		
Nichols Consulting Engineers, CHTD	1/20/2015	\$ 24,708.88		
Nichols Consulting Engineers, CHTD	5/27/2015	\$ 19,792.56		
Nichols Consulting Engineers, CHTD	6/29/2015	\$ 43,179.74		
Nichols Consulting Engineers, CHTD	7/28/2015	\$ 23,625.00		
Nichols Consulting Engineers, CHTD	10/28/2015	\$ 12,601.89		
TOTAL		\$ 276,071.17	\$ -	\$ 276,071.17
Pacific States Environmental Contractors, Inc.				
Pacific States Environmental Contractors, Inc.	10/31/2014	\$ 855,815.67		
Pacific States Environmental Contractors, Inc.	12/10/2014	\$ 1,006,214.83		
Pacific States Environmental Contractors, Inc.	1/9/2015	\$ 779,224.77		
Pacific States Environmental Contractors, Inc.	1/27/2015	\$ 23,947.99		
Pacific States Environmental Contractors, Inc.	3/11/2015	\$ 67,017.85		
Pacific States Environmental Contractors, Inc.	3/19/2015	\$ 7,324.50		
Pacific States Environmental Contractors, Inc.	5/27/2015	\$ 259,652.05		
Pacific States Environmental Contractors, Inc.	6/12/2015	\$ 1,705,593.08		
Pacific States Environmental Contractors, Inc.	6/29/2015	\$ 2,211,213.49		
Pacific States Environmental Contractors, Inc.	8/11/2015	\$ 1,831,042.78		
Pacific States Environmental Contractors, Inc.	9/17/2015	\$ 1,300,776.20		
Pacific States Environmental Contractors, Inc.	11/30/2015	\$ 153,431.01		
Pacific States Environmental Contractors, Inc.	1/8/2016	\$ 425,137.76		
Pacific States Environmental Contractors, Inc.	1/15/2016	\$ 279,641.87		
Pacific States Environmental Contractors, Inc.	4/19/2016	\$ 498,835.98		
Pacific States Environmental Contractors, Inc.	5/31/2016	\$ 16,660.48		
Pacific States Environmental Contractors, Inc.	9/7/2016	\$ 215,896.40		
Pacific States Environmental Contractors, Inc.	9/28/2016	\$ 90,000.00		
TOTAL		\$ 11,727,426.71	\$ -	\$ 11,727,426.71
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
REGIONAL MONITORING PROGRAM				
Regional Monitoring Program	6/10/2016	\$ 7,500.00		\$ 7,500.00
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 October 7, 2016

Vendors	Date	Expenditures As of 10/7/2016	Revenues As of 10/7/2016	Balance As of 10/7/2016
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 - December 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	
Savings Interest - March 2011	4/25/2011		\$ 82.19	
Savings Interest - March 2011	5/25/2011		\$ 2,058.59	

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Pt. Molate Remediation Budget Report
As of October 7, 2016

Vendors	Date	Expenditures	Revenues	Balance
		As of 10/7/2016	As of 10/7/2016	As of 10/7/2016
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 - November 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	9/13-11/13		\$ 409.95	
Interest	12/13-5/14		\$ 959.40	
TOTAL			\$ 207,056.33	
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		
State Water Resources Control Board	8/2/2014	\$ 20,589.19		
State Water Resources Control Board (SCP Program)	11/19/2014	\$ 34,327.45		
State Water Resources Control Board	11/27/2014	\$ 11,497.00		
State Water Resources Control Board	1/20/2015	\$ 11,497.00		
State Water Resources Control Board	3/19/2015	\$ 18,593.45		
State Water Resources Control Board	6/29/2015	\$ 13,325.32		
State Water Resources Control Board	10/28/2015	\$ 10,600.60		
State Water Resources Control Board (SCP Program)	11/30/2015	\$ 15,344.24		
State Water Resources Control Board	11/30/2015	\$ 659.00		
State Water Resources Control Board	3/4/2016	\$ 4,519.18		
State Water Resources Control Board	4/19/2016	\$ 4,519.18		
State Water Resources Control Board	5/31/2016	\$ 16,621.30		
State Water Resources Control Board	5/31/2016	\$ 7,500.00		
State Water Resources Control Board	9/28/2016	\$ 15,371.77		
TOTAL		\$ 487,315.24	\$ -	\$ 487,315.24

BAI.11

Pt. Molate Remediation Budget Report
As of October 7, 2016

Vendors	Date	Expenditures	Revenues	Balance
		As of 10/7/2016	As of 10/7/2016	As of 10/7/2016
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	\$ 43,566.01		
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		
Terraphase Engineering, Inc.	8/2/2014	\$ 52,505.63		
Terraphase Engineering, Inc.	9/2/2014	\$ 51,882.72		
Terraphase Engineering, Inc.	9/27/2014	\$ 114,953.96		
Terraphase Engineering, Inc.	10/25/2014	\$ 95,929.77		
Terraphase Engineering, Inc.	11/27/2014	\$ 204,422.29		
Terraphase Engineering, Inc.	1/20/2015	\$ 104,493.74		
Terraphase Engineering, Inc.	3/11/2015	\$ 125,312.63		
Terraphase Engineering, Inc.	3/11/2015	\$ 90,210.64		
Terraphase Engineering, Inc.	3/26/2015	\$ 87,923.69		
Terraphase Engineering, Inc.	4/23/2015	\$ 139,943.20		
Terraphase Engineering, Inc.	6/1/2015	\$ 125,374.10		
Terraphase Engineering, Inc.	6/29/2015	\$ 126,704.25		
Terraphase Engineering, Inc.	8/3/2015	\$ 133,605.29		
Terraphase Engineering, Inc.	9/17/2015	\$ 135,433.09		
Terraphase Engineering, Inc.	10/28/2015	\$ 140,582.81		
Terraphase Engineering, Inc.	11/30/2015	\$ 88,207.01		
Terraphase Engineering, Inc.	3/4/2016	\$ 32,548.97		
Terraphase Engineering, Inc.	3/4/2016	\$ 131,231.71		
Terraphase Engineering, Inc.	4/25/2016	\$ 46,568.64		
Terraphase Engineering, Inc.	5/31/2016	\$ 69,945.45		
Terraphase Engineering, Inc.	9/28/2016	\$ 260,319.65		
TOTAL		\$ 6,287,622.36	\$ -	\$ 6,287,622.36

8A1.12

Pt. Molate Remediation Budget Report
As of October 7, 2016

Vendors	Date	Expenditures As of 10/7/2016	Revenues As of 10/7/2016	Balance As of 10/7/2016
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	\$ 2,680.78		
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	
TOTAL		\$ 17,110.16	\$ 127.42	\$ 16,982.74
Current as of 10/7/2016		\$ 24,349,932.63	\$ 207,361.75	
Remaining Balance				\$ 4,357,429.12
* 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				

841.13

Pt. Molate FY2016-17 Budget

Department	Account	Item	Vendor	Budget	Actual	Balance
Non-Departmental	01917090-400218	Security	DP Security	\$ 253,331	\$ -	\$ 253,331
Public Works	01233631-400537	Landscape	D&H Landscaping	\$ 83,380	\$ -	\$ 83,380
				<u>\$ 336,711</u>	<u>\$ -</u>	<u>\$ 336,711</u>

As of September 30, 2016

September 7, 2016

Captain Louie Tirona
Southern District Commander
Richmond Police Department
Richmond, CA, 94806

During the Month of September 2016, First Security Services maintained 128 hours per week of contracted security services. 1500-0700 hours (Mon-Fri), and 24 Hour weekend coverage.

The deployment of security at Point Molate, consist of the following service standards.

1. To monitor activity of the lower portion of the region to include the shoreline and perimeter fencing from a Mobile Position. Security personnel will also monitor all activities within the Point Molate region to include visitors and contractors during our onsite patrol hours.
2. During patrol hours First Security utilizes our FirstWatch patrolling and Incident reporting system. All site location activity tracks the movement of assigned security personnel to ensure that security expectations and contracts requirements are being fulfilled.
3. Document all contractors and visitor entry with prior approval per provided Release, Waiver of Liability and Indemnity agreement.

The reflected information is detail surrounding the security service at the Point Molate site during the month of September, 2016.

Primary Security Personnel Assigned:

Patrol Officers: Mussa Mohammed, Arlington Reed, Gilbert Pete and Brandon Richie
Supervisors: Alex Treadwell and LaMeisha Reed

First Security Services personnel initiated **1288** security checks within the Designated Point Molate Patrol area during September 2016.

Tag statistics for Pt. Molate.

Location	Tag	Description	Completed
Admin building	042f5cb27e4980	Check area for signs of intrusion or vandalism, be vigilant	112
Building 87: Performing Arts	0433c6b27e4981	Check area for signs of intrusion or vandalism, be vigilant	82
Coltage	043f88b27e4981	Check area for signs of intrusion or vandalism, be vigilant	203
Bldg 123	04509bb27e4980	Check area for signs of intrusion or vandalism, be vigilant	279
#5	0479c6b27e4981	#5	0
Winehaven Building 1	047bb4b27e4981	Check area for signs of intrusion or vandalism, be vigilant	257
#6	047ca5b27e4980	#6	0
Building 132	0499fb27e4980	Check area for signs of intrusion or vandalism, be vigilant	153
Back of housing area	044ddd27e4980	Check area for signs of intrusion or vandalism, be vigilant. Check for intruders in the houses.	202
Totals:			1288

Incident Reports:



**FIRST
SECURITY
SERVICES**

PPO 11167
1801 Oakland Blvd #315
Walnut Creek, CA 94596
Office: (925) 295-1260
Fax: (510) 899-1444

Rich Fratus
Branch Manager
(510) 410-9175

Rfratus@firstsecurityservices.com



**FIRST
SECURITY
SERVICES**

PPO 11167

1801 Oakland Blvd #315
Walnut Creek, CA 94596
Office: (925) 295-1260
Fax: (510) 899-1444

Rich Fratus
Branch Manager
(510) 410-9175

Rfratus@firstsecurityservices.com

No Incident reports for activity were generated during the month of September.

Visitors Sign In:

9/1 Mayor Visit

- Stew Winchester
- Michelle Puckett
- Sung Choi
- Celic Lucas
- Steve Granholm
- Robert Cheasty
- Doris Sloan
- Helen Burke
- Tom Butt
- Shirley Butt
- Seti Sidharta
- Helen Dickson
- Jim Hanson
- Cesar Zepeda
- Eduardo Martinez

Administrative Action Take:

N/A

Site Environmental Concerns:

N/A

City of Richmond – POINT MOLATE COMMUNITY ADVISORY COMMITTEE
Multi-Purpose Room
440 Civic Center Plaza

PROPOSED MINUTES
Monday, September 12, 2016, 6:30 PM

1. Call to Order

Chair Charles Duncan called the meeting to order at 6:35 pm.

2. Roll Call

Present: Committee Members: Bruce Beyaert, Bruce Brubaker, Paul Carman, Charles Duncan, Joan Garrett, Dorothy Gilbert, Al Guggemos, Jim Hanson, Mark Howe, Katrinka Ruk

Absent: Bob McNeil

Staff Present: Craig K. Murray, Staff Liaison, Development Project Manager II; Mayor Tom Butt, Tim Higaes, Director of DIMO; Gayle McLaughlin, City Council Liaison; Alex Knox, City Council Liaison; Shanita Harris, Administrative Aide, DIMO Department

3. Welcome and Meeting Procedures

Duncan presented.

4. Agenda Review and Adoption

McLaughlin and Higaes asked to be moved up on the Agenda after

Beyaert called for motion to adjust agenda items as modified by Chair

Action: Committee approved (M/S Beyart/Ruk 10-0-1-0) to adopt the motion.

AYES: Beyaert, Brubaker, Carman, Duncan, Garrett, Gilbert, Guggemos, Hanson, Howe, Ruk

NOES: None

ABSENT: McNeil

ABSTAIN: None

5. Announcements Through the Chair

Beyaert reported. The Bay Area Toll Authority is going out to bid for \$48 million Richmond San Rafael Bridge Improvement Project

6. Open Forum

Pam Stello – reports that she has regrettably has not been reappointed to this committee.

She spoke about public process and infrastructure

Carol Teltschick – spoke about infrastructure planning of Pt. Molate

Cordell Hindler - presented 20's music.

Jeff Lee – spoke about using work that Mark Howe did as criteria for a RFP

7. Presentations, Discussion and Action Items

- a. Discussion: Weekly and monthly remediation progress report out with Terraphase – Tomer Schretrit reported
 1. Monthly Report – June 2016
 2. Monthly Report – July 2016
 3. Monitoring Report UST's – 2Q 2016
 4. Wetland Migration Project Update
- b. Discussion: Status update of the short term leasing program. Lease compliance, improvement activities, lease arrangements – Tim Higare, Director of DIMO Subleasing is included with redoing of license the use will be for storage only. Tim will generate a report to answer all questions and will attend PMCAC next meeting. He plans to fix all procedures that may not have been followed before he has been in his position as Director of DIMO.
- c. Discussion: Point Molate Development Forecast – Mayor Tom Butt presented a Power Point giving the history of Point Molate. (copy is included in file)

Mayor Butt shared that this is his first time attending a PMCAC meeting. He prefers that the committee does its work without interference. He spoke about who has authority to advise the planning of Point Molate.

Cordell spoke, suggested that a hotel should be included with the land use of Point Molate to generate revenue for the city.

Howe asked about the developer of Point Molate Jim Lavine. Mayor Butt does not believe that Levine will be a part of the development.

Burbaker asked about the infrastructure improvement.

Housing was discussed.

- d. Discussion: City Council Resolution No. 51-16 Modifications – Alex Knox presented a memo in packet – Revisions to PMCAC Enabling Resolution. Knox stated that the Mayor will appoint two new members to PMCAC. Knox suggested reducing the size of PMCAC. Chair suggest that items to be discussed at the next meeting

Duncan called for motion to form a subcommittee to study solutions to present to council on reducing the size of the PMCAC.

Discussion of subcommittee – Garrett/Knox

Action: Committee approved (M/S Duncan/Beyaert 9-1-1-0) to adopt the motion.

AYES: Beyaert, Brubaker, Carman, Duncan, Gilbert, Guggemos, Hanson, Garrett, Ruk

NOES: Howe
ABSENT: McNeil
ABSTAIN: None

- e. Action: Election of Chair and Vice Chair – Motion to elect for Chair and for Vice Chair term to expire May 2017

Duncan called for motion to nominate Jim Hansen as Chair.

Action: Committee approved (M/S Duncan/Beyaert 9-0-1-1) to adopt the motion.

AYES: Beyaert, Brubaker, Carman, Duncan, Garrett, Gilbert, Guggemos,
Howe, Ruk
NOES: None
ABSENT: McNeil
ABSTAIN: Hanson

Hanson will consider this position.

Hanson called for motion to nominate Bruce Beyaert as Vice Chair

Action: Committee approved (M/S Hanson/Howe 10-0-1-0) to adopt the motion.

AYES: Beyaert, Brubaker, Carman, Duncan, Garrett, Gilbert, Guggemos,
Hanson, Howe, Ruk
NOES: None
ABSENT: McNeil
ABSTAIN: None

Beyaert accepted position.

8. Staff Reports

Duncan made motion to extend meeting to 9:20 P.M.

Action: Committee approved (M/S Duncan/ Brubaker 10-0-1-0) to adopt the motion.

AYES: Beyaert, Brubaker, Carman, Duncan, Garrett, Gilbert, Guggemos,
Hanson, Howe, Ruk
NOES: None
ABSENT: McNeil
ABSTAIN: None

Beyaert called for motion to revise Res. 8-11 to provide reports at least annually, delete clean-up and restoration language used at the beginning of the meeting, and revise

language in the Meeting Procedures eliminating individuals adding items to the agenda it is to be determined by the Chair.

Action: Committee approved (M/S Beyaert/Duncan 10-0-1-0) to adopt the motion.

AYES:	Beyaert, Brubaker, Carman, Duncan, Garrett, Gilbert, Guggemos, Hanson, Howe, Ruk
NOES:	None
ABSENT:	McNeil
ABSTAIN:	None

Project Manager's Staff Report including:

1. Expenditures and balances from the Navy Escrow Fund
2. Expenditures and balance from the General Fund – No report
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 - Enclosed
8. Beach Park – Gilbert reports
9. IR Site 3 Remediation and Abatement Project
10. Other

9. Consent Calendar:

- a. APPROVE – PMCAC meeting minutes of July 11, 2016

10. PMCAC Report to City Council:

11. Future Agenda Items

- a. Public Outreach
- b. Bike Skills Park
- c. Bay Trail/ Pt. San Pablo Peninsula

12. City Council Liaison Reports:

- a. Councilmember McLaughlin regarding recent issues in Richmond relevant to the Advisory Committee. The litigation report remains the same as last report and we are waiting for a date for the oral argument. She has an agenda item for the next Council Meeting to organize three community meetings to involve the public to determine the land use of Pt. Molate. The next step will have the information from the community meetings presented for the Planning Commission's approval and then the PMCAC can discuss a RFP.

Beyart spoke, that there are 12 plans submitted for Point Molate and is not enthused to produce another plan.

- b. PMCAC appointment status

13. Chair and Sub-Committee Reports

- a. Clean-Up and Restoration
- b. Parks and Open Space:
- c. Legal: No Report.
- d. Finance: No report.
- e. Chair:
 - 1. Identification of pending schedule conflicts
 - a. No Monday October 10, 2016 PMCAC Meeting due to holiday. PMCAC will meet on Wednesday, October 12, 2016 in the Richmond Room.

14. Adjournment of PMCAC regular meeting

Duncan moved to adjourn the meeting at 9:20 p.m., seconded by Brubaker; passed unanimously. Meeting adjourned at 9:18 p.m.

SCHEDULED MEETINGS

Committee Meeting – Wednesday, October 12, 2016 in the Richmond Room, 450 Civic Center Plaza

Minutes respectfully submitted by:

Craig K. Murray, PMCAC Staff Liaison



PROJECT UNDERSTANDING

The City of Richmond (City) has identified the need to assess ongoing coastal erosion along the Point Molate Beach Park (Beach Park). Active coastal wave and tidal action is continuing to erode and cause loss of park area ground. **Figure 1** shows this erosion at the beach bluff. Left unchecked this erosion will continue to encroach upon park facilities such as picnic tables,



Figure 1—Erosion along bluff at Point Molate Beach Park

barbecues, trees, etc. The coastal erosion is more prominent and severe at the north side of the beach park, where the bluff is higher and erosion has undercut next to Burma Road (**Figures 2 and 3**). This coastal erosion not only puts Richmond public infrastructure and public park facilities at risk, but is of concern to the planned SF Bay Trail at Point Molate Project (Bay Trail Project), a Class I bike trail, currently being designed by NCE for the East Bay Regional Park District (Park District) and the City. In particular the more severe coastal erosion feature at the north side of the park has direct impacts to Burma Road and the alignment of the Bay Trail. This area is shown on the photo below:

In light of this erosion, NCE will conduct an erosion assessment to observe and characterize erosion and develop up to three preliminary erosion repair alternatives. Design alternatives will be based on review of existing site data and information as well as field observations; however no site investigations such as geotechnical borings will be completed as part of this study. Alternatives will consider erosion from wave and tidal action including bluff recession rate, sea level rise, susceptibility of soil types readily observed along the bluff and developing basic geotechnical parameters to support alternatives, regulatory considerations including biological, cultural, and water resources, as well as any erosion that might be occurring from stormwater. We will also consider in combination with hardscape and/or slope armor type repair solutions the use of erosion resistant native plant species for re-vegetation of disturbed soil areas. As part of this scope of work, we will meet and discuss erosion issues and potential repair alternatives with Point Molate Community Advisory Committee (PMCAC) Beach Park and Open Space Subcommittee.

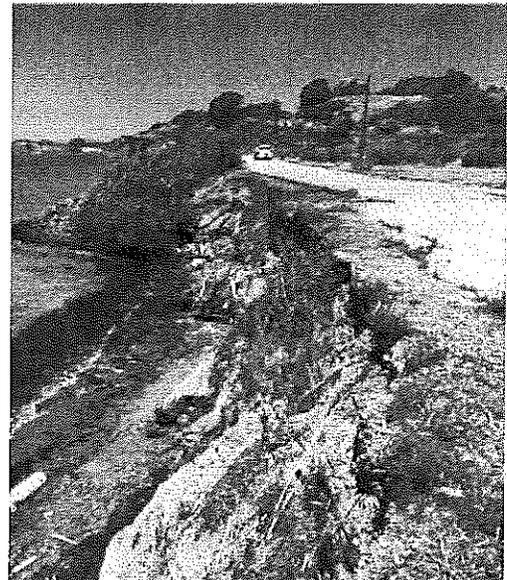


Figure 2- Severe coastal erosion along Burma Road, looking north, Fall 2015

SCOPE OF SERVICES



Approved to
PROCEED
7/15/16



For this effort, NCE assumes a phone consultation will occur with up to five agency contacts for up to 1 hour each to receive feedback on the regulatory requirements relevant to the erosion repair. The objective of the consultation will be to confirm which permits would be required and to identify any special permit conditions and mitigation measures which may be required and would have important implications on which alternative is selected. NCE will also review available biological and cultural data to identify the likely special status species and cultural resources in the direct project area to assess if impacts to certain areas should be avoided. Based on the consultation and review of available data, NCE will summarize regulatory requirements which would be relevant for implementing potential design concepts (up to three) for repair alternatives. The regulatory requirements will include those pursuant to Clean Water Act Section 404 and 401, and Section 402; CDFW Code Section 1600; California Coastal Act; McAteer-Petris Act and San Francisco Bay Plan, and Public Resources Code (CEQA). The regulatory requirements summary will include the permits which will be required to construct the alternatives and potential permit conditions and mitigation measures likely to be required.

Based on the completion of erosion assessments and regulatory requirements, NCE will identify preliminary design concepts (up to three) for erosion repair alternatives, including but not limited to slope armoring, hardscape solutions such as retaining walls, possible consideration of deep foundations for a cantilevered road/bike path at the north side of the Beach Park, realigning or moving park facilities, stormwater best management practices (BMPs), re-vegetation of bluff areas, and other possible measures to stabilize and protect soils that might be susceptible to erosion.

NCE will submit a draft Preliminary Engineering and Regulatory Requirement Summary to the City for review and comment. This assessment will include a summary of site evaluations and data gathered, erosion assessments and evaluations, up to three repair alternatives and costs with typical details and plan sheets laying out the extent of repairs, a summary of regulatory requirements and an estimate of the time and budget required to acquire permits for this remedial work. Once we have received and addressed City comments, a Final Preliminary Engineering and Regulatory Assessments will be submitted to the City.

This scope assumes up to three meetings with the City including one meeting if required with the PMCAC.

Deliverables

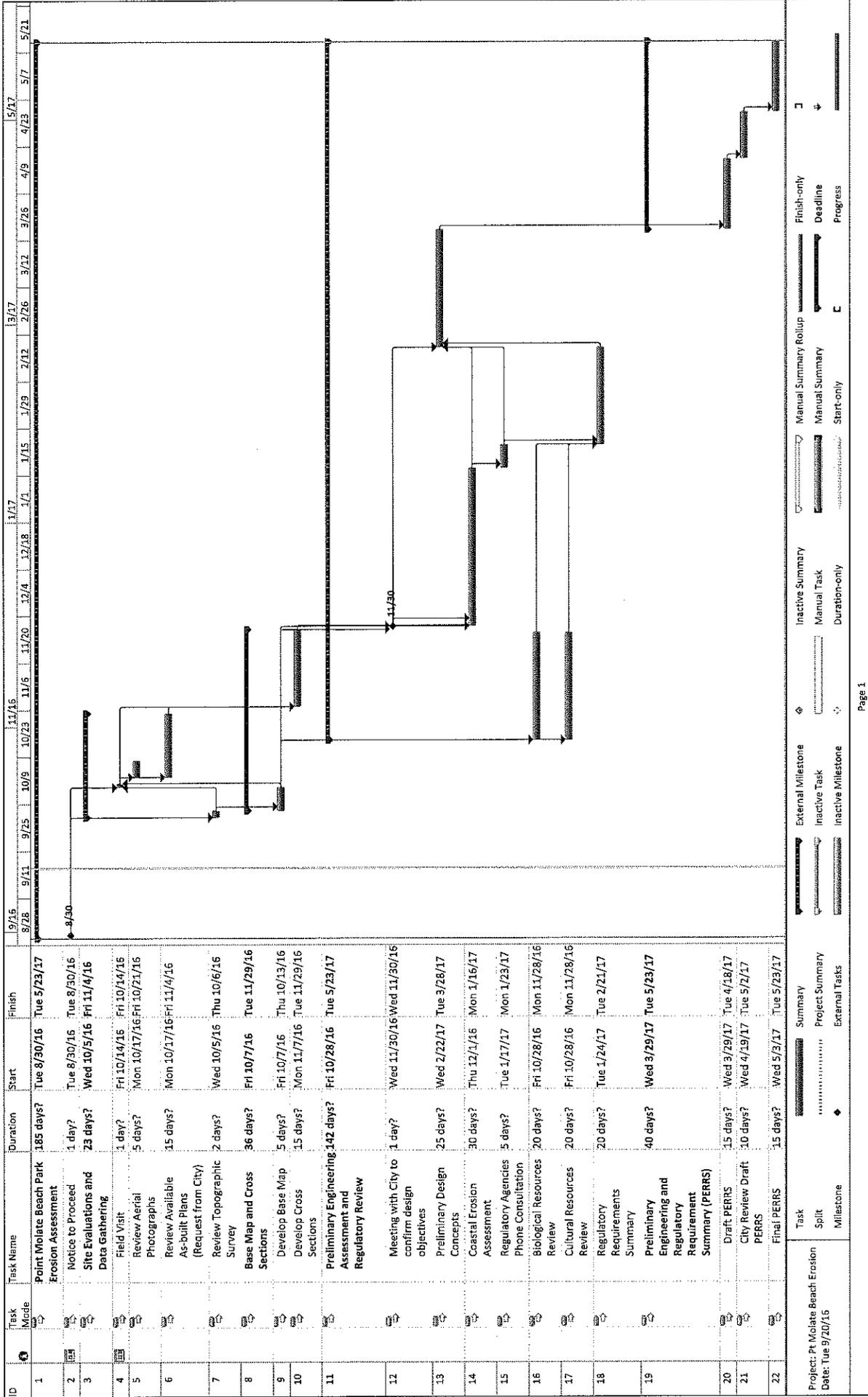
- Draft Preliminary Engineering and Regulatory Requirement Summary
- Final Preliminary Engineering and Regulatory Requirement Summary

SCHEDULE

Once we have received a notice to proceed and conducted the kick-off meeting and project objectives are clear, we will develop a schedule for completion of this work.

FEE ESTIMATE

NCE will provide the defined scope of work on a time and material basis for a not to exceed fee of \$65,400 as provided in further detail in the attached fee estimate, and in accordance with the attached schedule of charges. We understand this work will be completed under our existing on-call engineering contract with the City.



1301.3

PMCAC Landscapers Report

Please see update on landscaping at Point Molate as well as attached pictures of some work done:

- Removed branches and brush along Main Road between tanks 9 and 10.



- Abated Ridge Road between tank 10 and road to turn off to tank 7



- Removed pile of dead brush near entrance
- Mowed tank 9, 10, 15

- Cleared drains at tank 4, 5, and 15 per Jennifer Repa request



Thank You

Jonathan Lal
October 6, 2016

13 B.2.2

Craig Murray

From: Jonathan Lal <jonathan@pacificsitemanagement.com>
Sent: Wednesday, October 05, 2016 2:00 PM
To: Greg Hardesty; Craig Murray; Mark Maltagliati
Subject: RE: PMCAC - Landscapers Report
Attachments: IMG_3541.jpg; IMG_3543.jpg; IMG_3544.jpg; IMG_3545.jpg; IMG_3546.jpg; IMG_3548.jpg; IMG_3549.jpg; IMG_3551.jpg; IMG_3552.jpg; IMG_3553.jpg

Hello,

Please see update on landscaping at Point Molate as well as attached pictures of some work done:

- Removed branches and brush along Main Road between tanks 9 and 10.
- Abated Ridge Road between tank 10 and road to turn off to tank 7
- Removed pile of dead brush near entrance
- Mowed tank 9, 10, 15
- Cleared drains at tank 4, 5, and 15 per Jennifer Repa request

Please feel free to contact me with any questions.

Thank You

Jonathan Lal | Account Manager
Pacific Site Management
Office: 510.223.6597
Cell: 510.224.8787
Address: PO Box 57, Pinole, CA 94564
e: jonathan@pacificsitemanagement.com
w: pacificsitemanagement.com

From: Greg Hardesty [mailto:Greg_Hardesty@ci.richmond.ca.us]
Sent: Wednesday, October 5, 2016 11:50 AM
To: Craig Murray <Craig_Murray@ci.richmond.ca.us>; Mark Maltagliati <Mark_Maltagliati@ci.richmond.ca.us>
Cc: Jonathan Lal <jonathan@Pacificparks.com>
Subject: RE: PMCAC - Landscapers Report

Hi Craig

Jonathan Lal is the new project manager for PSM...he took over for Farrin and should be sending you the report soon although he may need to get in contact with you to go over the specifics of the type of data you need. He's cc'd to this email

Greg Hardesty
Parks & Landscaping Superintendent

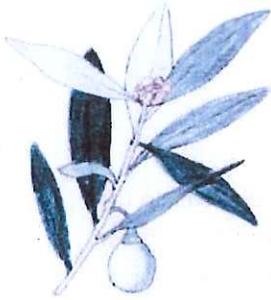
City of Richmond, Ca
Dept. of Infrastructure Maintenance & Operations
Parks & Landscaping Division
Office 510-620-6920
Fax 510-231-3072



From: Craig Murray
Sent: Wednesday, October 05, 2016 11:45 AM
To: Greg Hardesty; Mark Maltagliati
Subject: PMCAC - Landscapers Report

PMCAC meets next week.
Can you provide to me by Fri. am the Landscaping Report.
Thanks.

Craig K. Murray, SR/WA
Development Project Manager II
City of Richmond, Successor Agency
Department of Infrastructure Maintenance & Operations (DIMO)
Pt Molate Community Advisory Committee Staff Liaison
450 Civic Center Plaza, 2nd Floor, Richmond, CA 94804-1630
510-231-3008 DIMO
510-307-8188 Direct
510-621-1734 Fax



CALIFORNIA NATIVE PLANT SOCIETY

East Bay Chapter www.ebcnps.org
P.O. Box 5597, Elmwood Station, Berkeley, CA 94705
September 27, 2016

Richard Mitchell, Acting City Manager
City of Richmond
450 Civic Center Plaza
Richmond, CA 94804

Dear Mr. Mitchell,

Thank you for speaking with me about weed management in Richmond, and particularly the highly invasive annual stinkwort (*Dittrichia graveolens*) in the Point Molate area. My hope is that the City can take swift action to reduce seed set at Point Molate this year. I would be happy to work with you on a more comprehensive approach for next year.

As we discussed, stinkwort is native to the Mediterranean region and was first discovered in California in 1984 in the South Bay. It has spread extremely rapidly, and as a result is considered a "red alert" invasive by the California Invasive Plant Council. There are several reasons why management, control, and eradication are desirable:

- **Invasiveness.** It is found along roadsides, trails, and disturbed places, especially in low areas with residual soil moisture, but also invades natural grasslands, seeps, springs, and riparian areas, degrading natural values. A single plant can produce tens of thousands of seeds, which are blown in the wind, adhere to vehicles, moist soil, equipment, and shoes.
- **No wildlife habitat value.** In the past nine years, I have seen no evidence of use by mammals, birds, reptiles, or even insects. Where stinkwort forms dense stands, it eliminates all habitat values for wildlife.
- **Toxic to some livestock, avoided by most.** Stinkwort is known to be toxic to sheep and is avoided by horses, cattle, llamas and alpacas.
- **Fire hazard.** This plant grows along the edges of roads and trails, reaches a height of 2 to 3 feet, and decomposes very slowly, creating high fire danger in a dangerous location.
- **Causes dermatitis.** Stinkwort produces a blistering, itchy rash similar to poison oak. Because few people know about stinkwort, exposure could be unintentional and quite severe.

I have attached several articles that describe the history of invasion, ecology, and management approaches, as well as a photo (with permission) of a colleague who failed to use protective measures.

I have some personal experience with stinkwort near my home in Contra Costa County. Nine years ago, I began to develop cooperative arrangements with Caltrans, EBMUD, Regional Parks, Contra Costa County Public Works, and the cities and towns of Lafayette, Moraga and Orinda. My approach—with help—is hand-pulling stinkwort before it flowers. It's worked: drive Highway 24 between Walnut Creek and the Caldecott Tunnel, and you will see almost no stinkwort.

Management Information and Approaches

Mowing is appealing, but never gets rid of stinkwort. Stinkwort grows and flowers relatively late, so the usual schedule of May or June mowing does nothing to control this species. To reduce seed set, this can be a valuable last-ditch effort, and I would recommend mowing (or brush cutting, see below) as soon as possible this year to reduce the problem next year.

Brush-cutting, just a form of mowing, can reduce seed set. Cutting at ground level (not 3-4" off the ground) makes the most difference. **String trimmers** are no use; this plant is too tough.

Herbicide can work: Contra Costa County Public Works and Regional Parks have used or tested this approach. Contact Peter Golling (pgolling@pw.cccounty.us) and Casey Brierley (cbrierley@ebparks.org). The attached informational sheets provide additional information. For huge infestations, this may be the best way to get stinkwort under control. Probably less can be used if the plants are mowed and the small, fresh regrowth sprayed.

Hand-pulling is the only real alternative to herbicide. It works! If all plants are pulled, the seed bank is depleted within a year or two. Two rounds of hand-pulling on one year are best, because the plants are of many sizes and little ones are overlooked. The best time to hand-pull is August, but can be done from mid-July through mid-September. If pulled before it flowers, no need to bag or remove the material.

Protection: Similar to poison oak: Long sleeves, long pants, gloves, wrist protection, apply pre-exposure Ivy Block, post-exposure cleanup with Tecnu.

Summary

Point Molate is an extraordinary place. As a responsible land manager, you can reduce the fire danger, risk to humans, and preserve habitat values by taking action now. I urge you to get the stinkwort brush cut at ground level as soon as possible, preferably this week, and stack or remove the cut material to reduce the spread of seeds.

I would be happy to discuss this further, and work with you to develop a strategy for next year.

Yours truly,

Barbara M. Leitner, President
East Bay Chapter California Native Plant Society
Cc: Jim Hanson, Point Molate Citizen's Advisory Group

Attachments (4): Brownsey et al (Cal Ag), pdf; photo of dermatitis reaction; South Bay National Wildlife Refuge pdf (http://www.cal-ipc.org/ip/management/pdf/Dittrichia_poster.jpg); Santa Clara Valley brochure (http://www.cal-ipc.org/ip/management/plant_profiles/Dittrichia_graveolens.php)



This unfortunate colleague didn't wear gloves or long sleeves while removing stinkwort, and repeatedly used his cell phone during the day without cleaning his resin-covered hands. The result was acute dermatitis and a trip to the emergency room. This can be prevented with the measures described above: long sleeves, long pants, wrist protection (for the gap between gloves and sleeves), pre-exposure application of Ivy Block or similar, and post-exposure cleanup with Tecnu or similar.



Feathery plumes carry Stinkwort seeds long distances.

THE SANTA CLARA COUNTY WEED MANAGEMENT AREA

In 1999, a group of Santa Clara County's major land managers became established as the Santa Clara County Weed Management Area (SCCWMA) through a Memorandum of Understanding. Founding members include representatives from more than 20 federal, state, county, and local governments, special districts, private landholders and conservation organizations.

Because weeds freely spread across jurisdictional boundaries, the success of any individual agency or landowner's weed control efforts will be largely determined by the cooperative efforts of all conservation agencies and landowners. The SCCWMA enhances and unites individual ownerships and jurisdictions for mapping, planning, monitoring, and conducting weed management and control programs.

Cover photo by Robert E. Preston, Ph.D., © 2004.

Organization Name and Address
A member of the Santa Clara County
Weed Management Area

Your Logo

DITTRICHIA GRAVEOLENS <

A NEW THREAT TO SANTA CLARA COUNTY



Dittrichia is a mid-to-late summer annual that invades grasslands, pastures, and vacant lots. One Dittrichia plant can produce up to 30,000 seeds, creating areas blanketed with the weed, eliminating open spaces and pasturelands.

DITTRICHIA

GRAVEOLENS, also known as Stinkwort, first appeared in Santa Clara County around 1995. For the first ten years, it remained along roadways and vacant lots. Recently it has begun to increase in numbers and expand its range. It is now being seen in parks, open spaces and pasturelands, replacing native plants as well as non-native plants used as habitat and forage by wildlife and domestic animals. It is also invading serpentine soils - soils usually resistant to invasive weeds - home to many of California's native wildflowers.

An average size plant produces about 600 flowers each containing 50 seeds. This means one plant could produce 30,000 seedlings. If you have only ten plants on your property this year, the next year you and your neighbors could have over 300,000 plants, if all survive. Seeds are easily spread by wind, water, vehicles, and animals.

OTHER POTENTIAL DANGERS OF DITTRICHIA

Cattle and horses avoid the plant. So as this plant increases - there will be less food for livestock in pasturelands.

Sheep in South Africa developed intestinal irritation sometimes leading to sudden death.

Oils from this plant may cause headaches, blistering and itchiness in people.

LIFE CYCLE

Dittrichia begins its growing cycle in June, much later than most other weeds. Look for sticky, green plants with hairy leaves with a tarweed-like smell. *Dittrichia* will reach about 12 to 24 inches in height in the first six weeks and look like a small Christmas tree. Yellow dandelion-like flower heads about the size of a dime begin to appear in August. Seeds are attached to feather like plumes, which serve as a parachute transporting the seeds to new locations. Seeds remain alive in the soil for up to three years.

MANAGEMENT

Since its root system is shallow, hoeing or pulling easily removes the plant. Wear protective gloves and protect your face when handling; plant oils are irritating. Plants without flowers can be left on site. Plants with flowers should be bagged and disposed of in your garbage, not in your green waste container or your home compost. Mowing removes only part of the problem since flowers are found close to the base of the plant. If you do decide to mow set your mower as close to the ground as possible.

Herbicides containing glyphosate have been found to be effective on *Dittrichia*. Spray when the plant is young to minimize the amount of herbicide used and follow all precautions on the label. *Dittrichia* is somewhat physically resistant to herbicides due to its protective oils and hairs.



Stinkwort blankets a field near Portola Valley.

WHAT LAND MANAGERS ARE DOING

Several members of the Santa Clara County Weed Management Area including Santa Clara County Parks, Midpeninsula Regional Open Space District, and the Santa Clara County Open Space Authority, are working together to reduce and eliminate *Dittrichia* from their properties. However, this will take time, as resources and staff are limited. These agencies are using hand crews, mowing and herbicides to reduce *Dittrichia*.

TO REPORT DITTRICHIA

To report *Dittrichia* not on your own property, have the address of the property ready and call:

Santa Clara County Weed Abatement Program (408) 282-3145 to report weeds that are a potential fire hazard - for all cities in Santa Clara County except San Jose, for vacant lots in San Jose, and for unincorporated county properties.

Your Organization and Contact Info.

Stinkwort is rapidly expanding its range in California

by Rachel Brownsey, Guy B. Kyser and Joseph M. DiTomaso

Stinkwort (Dittrichia graveolens) is a Mediterranean native that has become a weed in areas of Europe as well as in Australia. This strongly aromatic weed was first reported in California in 1984 in Santa Clara County, and it had spread to 36 of the 58 California counties by 2012. Stinkwort is not palatable to animals, and can be poisonous to livestock and cause contact allergic dermatitis in humans. In California, this weed is found primarily along roadsides. However, the biology of this annual plant suggests that it could also invade open riparian areas and overgrazed rangelands. Stinkwort has an unusual life cycle among annual plants: Unlike most summer or late-season winter annuals, stinkwort flowers and produces seeds from September to December. Such basic biological information is critical to developing timely and effective control strategies for this rapidly expanding weed.

Dittrichia graveolens (L.) Grueter, commonly known as stinkwort, is a member of the Asteraceae, or sunflower, family. This plant is native to the Mediterranean region of Europe, occurring as far east as Turkey, Afghanistan and Pakistan (Brullo and de Marco 2000; Qaiser and Abid 2005). Stinkwort is an erect, fall-flowering annual that can grow about 2.5 feet tall. Its foliage has sticky glandular hairs covered in resin. The resin emits a strong aromatic odor that resembles the smell of tarweeds. The flowerheads are 0.2 to 0.3 inch (5 to 7 millimeters) in diameter and consist of short yellow ray flowers on the outer edge and yellow to reddish disk flowers in the center. Stinkwort is closely related to fleabanes, horseweed (*Erigeron*; formerly *Conyza*), goldenasters and telegraphweed (*Heterotheca*), but it also closely resembles the tarweeds (*Centromadia* spp., *Hemizonia* spp. and *Holocarpus* spp.). From a distance, stinkwort can



Joseph DiTomaso

Stinkwort is related to fleabanes and goldenasters and grows to about 2.5 feet tall. In California, this rapidly invading weed most often occurs in disturbed and wasteland sites.

resemble Russian-thistle (*Salsola tragus* L.), also called tumbleweed. Because it is fairly unattractive and nondescript in appearance, stinkwort initially passed unnoticed by many botanists and weed managers, and it was not included in the 1993 edition of *The Jepson Manual of California flora* (Hickman 1993).

In its native range and some introduced regions, stinkwort inhabits riparian woodlands, margins of tidal marshes, vernal pools and alluvial floodplains, although it has not yet invaded these wildland areas in California. In California and other introduced areas of the world, stinkwort is most often found in disturbed places, such as overgrazed rangelands, roadsides, pastures, wastelands, vineyard edges, gravel mines, levees, washes and mining sites, although in California it is seldom found in rangelands or pastures (DiTomaso and Healy 2007; Higuera et al. 2003). Stinkwort grows best on well-drained, sandy or gravelly soils and thrives in areas with hot, dry summers but can also do well along the margins of wetlands. In addition, this plant tolerates

a variety of soil types and survives under a range of soil conditions, temperatures and precipitation regimes (Preston 1997). When adequate moisture is available, stinkwort can even survive on serpentine or saline soils. In Europe, this plant was shown to tolerate and to possibly hyperaccumulate heavy metals, including mercury, zinc and copper (Higuera et al. 2003; Shallari et al. 1998).

Worldwide invasion

While stinkwort is native to the Mediterranean region, including Egypt and other areas of North Africa, this species has also been introduced to several European countries where it is not native. Within the last two decades, this weed has been spreading rapidly along the highways of Central Europe. In summer 2008, stinkwort was detected for the first time in Slovenia and Austria (Frajman and Kaligarić 2009). Outside of

Online: <http://californiaagriculture.ucanr.edu/landingpage.cfm?article=ca.v067n02p110&fulltext=yes>
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Europe, stinkwort has been reported as an invasive species in Australia (Parsons and Cuthbertson 2001) and South Africa (South African National Biodiversity Institute 2009).

Stinkwort is not considered as a palatable species to animals. In fact, it is reported to cause poisoning in livestock (Philbey and Morton 2000). Although livestock mortality is rare, it appears to be due to enteritis caused by the barbed pappus bristles on the seed, which can puncture the small intestine wall (Philbey and Morton 2000). Stinkwort can also cause contact allergic dermatitis in humans (Thong et al. 2008). However, impacts to wildlife, natural ecosystems and working landscapes have not been broadly characterized. This is likely due to its very recent introduction and expansion in California and to the lack of published information on the species elsewhere in the world.

Rapid spread in California

The first record of *Dittrichia graveolens* in California is a collection made in 1984 near Milpitas in Santa Clara County (HOT Harvey s.n., University of California Jepson Herbarium/JEPS). Although the initial mechanism and time of introduction of stinkwort in the state are not documented, many of the earliest collections were made in the south and east San Francisco Bay Area (Preston 1997). Stinkwort has since spread to numerous counties in California, and many additional herbarium collections have been made throughout the state (Consortium of California Herbaria 2012).

Using the Consortium of California Herbaria records, we determined the rate of stinkwort's spread since the first discovery in Santa Clara County. Based on collection date and location data from herbarium records, this weed invasion appears to have had only a brief lag period and to have expanded at an exponential rate over the past 18 years (fig. 1). This has caused increased concern among resource managers across the state. Although it is still uncommon in many places where it is found, stinkwort has been reported in 36 of the 58 California counties (figs. 1 and 2).

Stinkwort seeds are likely spread by wind, on the fur and feathers of mammals and birds and on motor vehicles and equipment, thus moving along transportation corridors. While the primary expansion has moved radially from the

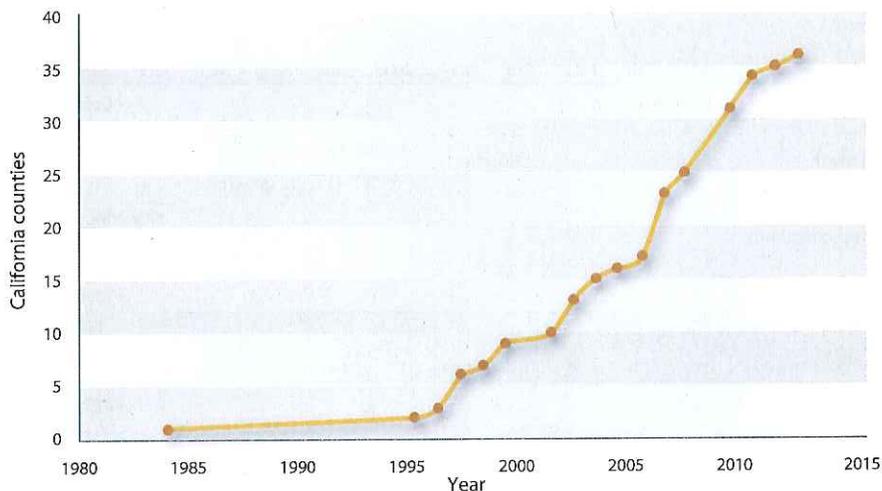


Fig. 1. Approximate rate of spread of *Dittrichia graveolens* in California as represented by the number of California counties where plant collections have been made between 1984 and 2012 (Consortium of California Herbaria 2012).

original infestation in Santa Clara County, unconnected populations have also been discovered in San Diego and Riverside counties (fig. 2). This is likely due to either separate introductions or long-distance movement on vehicles.

Unusual life cycle

Stinkwort has very high seed viability, with an average of about 90% of the seeds capable of germination at the time they disperse from the plant. There does not appear to be primary dormancy in the seeds, which is defined as a seed that is dormant at the time it disperses from the plant (Brownsey 2012). These traits, combined with the small seed size, suggest that seed longevity in the soil should be relatively short, perhaps 2 to 3 years. Seeds are capable of germinating at nearly any time of year in the field, but they typically germinate throughout winter and early spring following periods of precipitation. We have shown that germination is limited by soil moisture, rather than soil temperature or low light conditions (Brownsey 2012). When seeds germinate in winter, the plants remain as small rosettes until mid-May. During late

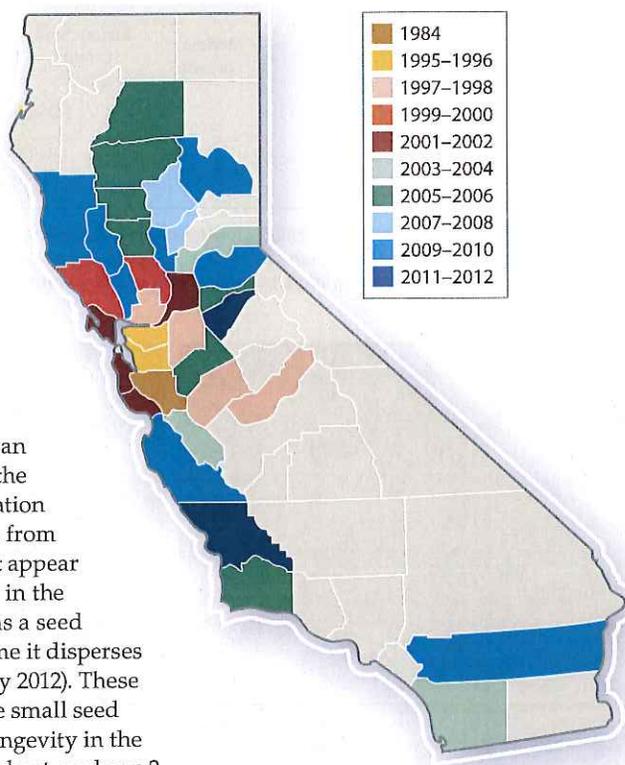


Fig. 2. Chronological spread of stinkwort in California counties from 1984 to 2012.

spring and summer, they develop into pyramid- or sphere-shaped plants that superficially resemble Russian-thistle.

What makes stinkwort's life cycle rather unusual is that it matures much

A. Stinkwort	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Germination	Germination										Germination	
Growth				Rosette		Moderate growth		Exponential canopy growth				
Reproduction										Flowering		
										Seed production		
Dispersal										Dispersal		
B. Wild mustard	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Germination	Germination										Germination	
Growth	Rosette	Rapid growth										
Reproduction			Flowering									
			Seed production									
Dispersal				Dispersal								
C. Yellow starthistle	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Germination	Germination										Germination	
Growth			Rosette		Moderate growth		Exponential canopy growth					
Reproduction								Flowering				
								Seed production				
Dispersal								Dispersal				

Fig. 3. Life cycle of (A) stinkwort (*Dittrichia graveolens*), a late-season winter annual, compared to the life cycles of (B) wild mustard (*Sinapis arvensis* L.), a typical early-season winter annual, and (C) yellow starthistle (*Centaurea solstitialis* L.), a typical late-season winter annual.

later in the season than most annuals, even other late-season winter annuals (fig. 3). For example, yellow starthistle begins to send up a flowering shoot (bolt, referred to as moderate growth in figure 3C) in April, begins flowering in late June, and — like most late-winter or summer annuals — has completed its life cycle by September or October. In contrast, stinkwort begins to bolt in mid-May (moderate growth in figure 3A), grows most of its branches and leaves between June and September and flowers and produces seeds from September to December. Flowering in stinkwort appears to be controlled by photoperiod (day length), as all plants initiate flowering at the same time regardless of when they germinated (Brownsey 2012).

Aside from the tarweeds, there are few other late-season winter annual species with a similar life cycle in the native California flora. Some other weedy species, such as Russian-thistle, horseweed (*Conyza canadensis* (L.) Cronquist) and yellow starthistle (*Centaurea solstitialis* L.), have similar life history strategies, with only Russian-thistle and horseweed flowering within the same time frame as stinkwort. In contrast to stinkwort, Russian-thistle is a summer annual that germinates in spring.

Photos: Joseph D. Tomaseo



Stinkwort (A) is a late-season winter annual. The aromatic leaves (B) have sticky hairs covered in resin. Flowering (C) occurs late summer, in response to day length.



Stinkwort tolerates a variety of soil types and can germinate at almost any time of year. Germination is limited only by soil moisture.

Impacts in California

The environmental and economic impacts of stinkwort in California have not been fully realized and are largely unknown. Our greenhouse studies have shown that stinkwort is dramatically suppressed when grown under shaded conditions, even at 50% light (Brownsey 2012). Thus, like yellow starthistle, stinkwort is not expected to be competitive in understory communities of woodland and forest ecosystems. However, stinkwort can form dense infestations along highways and in open disturbed areas. In addition, while the establishment of this weed in undisturbed wildlands and rangelands is currently very limited in California, invasion of such areas over time is likely based on the pattern of spread in Australia.

We are now conducting studies comparing the belowground growth and development of stinkwort with two other common grassland annual species: yellow starthistle and virgate tarweed (*Holocarpha virgata* [A. Gray] D.D. Keck). Yellow starthistle is an invasive winter annual, and virgate tarweed is a native species that, like stinkwort, is a late-season winter annual. The goal is to determine whether stinkwort shares the characteristics of yellow starthistle and virgate tarweed that allow them to compete with shallow-rooted grasses. These



In an experiment using a minirhizotron camera, stinkwort (left) root growth was tracked over time and compared to the root growth of yellow starthistle and the native virgate tarweed.

characteristics are a rapid rate of root growth and deep soil root penetration.

Initial results indicate that while stinkwort does eventually grow roots as deep as yellow starthistle and virgate tarweed, this occurs several weeks after these other grassland annuals grow their roots. Thus, it may be that stinkwort will not be a significant invasive plant of rangelands, except in years when there is significant late-season rain or when competitive winter annual species are removed by

overgrazing. Nevertheless, we have observed stinkwort in open riparian systems, where water is not a limiting factor and a slow-growing shallow root system will not limit its competitive ability. It is possible that this nonnative species may eventually become a problematic weed in these more-open wetland areas.

Current control methods

The challenge in controlling stinkwort is applying the appropriate management



Stinkwort can grow roots as deep as those of yellow starthistle, though it generally roots more shallowly and grows more slowly.

at the proper time. Although traditional methods of control, including mechanical and chemical techniques, can be effective, determining the most appropriate timing has been difficult. If management actions are not taken before plants begin to produce seeds in the fall, there is a risk that they will help disperse seeds rather than control stinkwort populations. For example, mowing may move seeds on equipment for long distances when conducted too late in the season. Unfortunately, a poor understanding of the biology of this plant and of how to control it effectively have led to unsuccessful management of growing infestations as well as much wasted time and money. However, management tools that prevent seed production for 1 to 2 years have the potential to greatly reduce the soil seedbank and, thus, the population size.

Biological or cultural practices. There are currently two biological or cultural practices that can be employed to limit the ability of stinkwort to invade an area. One is to minimize disturbances such as overgrazing and soil manipulation in natural and rangeland sites. Second, pastures should be managed for dense, competitive stands of desirable perennial or annual grasses that maximize ground cover in spring, when stinkwort seedlings are beginning to establish.

Rachel Brownsey



Seedlings of stinkwort can be controlled by hoeing or pulling, though protective clothing should be worn because the plant can cause dermatitis.

TABLE 1. Effect of postemergence herbicides and mowing on the control of *Dittrichia graveolens*

Treatment	Product trade name	Ounce product/acre	Ounce acid equivalent (a.e.)/acre	Late postemergence treatment* June 24, 2009	
				% cover	Vigor†
Glyphosate	Roundup Pro	16	6	7.3abcd‡	6.8cd
Glyphosate	Roundup Pro	32	12	5.0ab	4.5b
Aminopyralid	Milestone	3.5	0.875	16.3de	9.8d
Aminopyralid	Milestone	7	1.75	15.0cde	9.0d
Aminocyclopyrachlor	—	4	2	10.0bcd	6.5bc
Aminocyclopyrachlor	—	8	4	7.3abcd	6.5bc
Triclopyr amine	Garlon 3A	32	12	3.0ab	8.5cd
Triclopyr amine	Garlon 3A	64	24	0a	0a
Mowing	—	—	—	5.3abc	10.0d
Untreated	—	—	—	23.8e	10.0d

* All late postemergence treatments were made prior to flowering.

† Vigor ratings based on a 0 to 10 scale with 0 = dead plants and 10 = healthy plants.

‡ Numbers in the same column with different letters are significantly different at 5% confidence level.

If management actions are not taken before stinkwort begins to produce seeds in the fall, there is a risk that these actions will help disperse seeds rather than control stinkwort populations.

Mechanical practices. Mechanical control options can take advantage of the stinkwort root system, which is slow growing and initially relatively shallow. Plants may be controlled by hoeing or pulling. However, because stinkwort can cause dermatitis, it is important to wear appropriate protective clothing (long sleeves, long pants, gloves) to minimize exposure to the irritating oils. Once in flower, stinkwort plants should be bagged and removed from the site to prevent seeds from maturing and dispersing after the plants have been cut and left on the soil surface. Mowing can provide partial control when conducted late in the season (table 1). However, buds remaining on branches below the level of the mower may regrow. Mowing a second time can give improved control, especially when conducted after the soil has dried out in mid- to late summer. In contrast, mowing too early, as is done on highways to reduce the threat of grass fires, will favor stinkwort by removing competing annuals while this weed is still small and lower than the mowing blades.

Postemergence herbicides. Post-emergence herbicides are applied to small germinated seedlings or young plants. Thus, in contrast to preemergence herbicides that are generally applied to larger

areas before seeds germinate, postemergence applications can directly target known infestations visible to the applicator. However, the sticky oils on the foliage, especially on mature plants, make it difficult to control stinkwort with postemergence herbicides. To overcome this, it may be necessary to use ester formulations of postemergence phenoxy-type herbicides (2,4-D, MCPA, triclopyr, etc.). However, these compounds are more volatile compared to salt formulations (commonly used in summer), and some should not be applied when ambient temperatures will reach or exceed 80°F.

In experiments we conducted for the postemergence control of stinkwort, we found that the salt formulation of triclopyr at 24-ounce acid equivalent (a.e.) per acre (2 quarts Garlon 3A per acre) gave the most effective level of control following a postemergence application (table 1). Triclopyr is selective and relatively safe on grasses, but it must be used cautiously around vineyards, as grapevines are extremely sensitive to triclopyr drift. It is also important to note that control with postemergence herbicides is most effective when plants are young, actively growing and not exposed to stresses such as drought. For stinkwort, this is generally just before or at the time of bolting.



Rachel Brownsey

Dense stand of stinkwort in an overgrazed pasture. Stinkwort has spread exponentially in California since its discovery in Santa Clara County in 1984.

Glyphosate (Roundup Pro) at 1 quart product per acre also gave fairly good control, and anecdotal information from other land managers indicates that a rate of 2 quarts product per acre gives control similar to triclopyr at 2 quarts product per acre. Unfortunately, other herbicides, including aminopyralid (Milestone) and aminocyclopyrachlor (one of the active ingredients in herbicide Perspective), did not provide effective late-season postemergence control of stinkwort. As previously discussed, plants also partially recovered from late-season mowing.

Pre- and early postemergence herbicides. Because stinkwort germinates throughout the rainy season, the most effective control options are likely to be broadleaf selective herbicides with both pre- and early postemergence activity, which can control both new germinants and young emerged seedlings. A fairly new group of foliar- and soil-active growth regulator herbicides have proven very effective in winter and spring applications for control of yellow starthistle and other members of the sunflower family (Asteraceae). These herbicides have the ability to control both emerged young plants through foliar activity, as well as germinating seedlings through soil activity. These chemicals include clopyralid (Transline), aminopyralid (Milestone) and aminocyclopyrachlor, and they are generally safe on grasses. In preliminary demonstrations, we found that winter

applications of aminocyclopyrachlor and spring applications of Milestone VM+ (aminopyralid plus triclopyr) showed the greatest potential for controlling stinkwort. Early-season application of glyphosate, however, controlled competing vegetation and so allowed late-germinating stinkwort to thrive. Thus, glyphosate is best used later in the season as a postemergence application.

This ongoing research is building our understanding of the life cycle and basic biology of stinkwort, allowing us to make predictions of invasion potential that will help prioritize management activities.

This work also lays a foundation for future investigation of specific management methods. If we expect to stop or slow the spread of this newly invasive plant in California, we must quickly develop effective management tools and an informed management approach.

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The Spread and Control of *Dittrichia graveolens*

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Dittrichia graveolens © Peter Goldwasser

BACKGROUND

Scientific name: *Dittrichia graveolens*
Common names: Stinkweed, stinkweed, cape knaifweed, stinking fleabane, camphor weed, (A.K.A. CHUCKWEEED – my pet name for the weed, because it is out of control and just won't die!).

Synonymous Scientific Names: *Inula graveolens*
Family: Asteraceae

Distribution: Native to Africa, Asia and Europe
Status: The California Invasive Plant Council (Cal-IPC) classifies the statewide impact of *Dittrichia graveolens* as moderate.

Toxicology: Produces terpenes which cause allergic contact dermatitis in humans and may cause headaches, blistering and litchness. Handlers are advised to wear gloves. Chemical composition can irritate meat or milk (if eaten). Also, seed heads can become embedded in the tissue of livestock, causing entasis.

History: *Dittrichia graveolens* was first reported in California in Santa Clara County (1964). Since 1964 it has rapidly expanded its range and has been reported in at least 26 out of California's 58 counties, including Santa Cruz and Monterey counties. According to Cal-IPC, it has not reached its peak in the state and will continue its spread into more counties (if not already there).

Dittrichia graveolens specimen

Please smell, but please do not touch
 (may cause allergic contact dermatitis!)

BIOLOGY

Distinctive Characteristics:

- An erect, annual herb that resembles a small Christmas tree during early growth period.
- Grows up to 3 feet tall and produces many branches, originating at its base, with alternate leaves covered with the hairs.
- Leaves are narrow (1-4 cm long and 0.1-0.8 cm wide), grayish-green and sticky.
- Flowers are small and yellow with tiny petals, flower heads are about 6-7mm in diameter and consist of short yellow ray flowers and yellow to reddish disk flowers.
- Seeds are in spherical light brown, fluffy daisy seed heads.
- Extremely aromatic, smells strongly of camphor (take a whiff of the sample below).

Growth:

- First emerges as a small rosette in May-June.
- Grows rapidly in late summer through fall when most competitor plants have already seeded and died back.
- Can form dense stands/monocultures, in late summer/early fall due to its competitive properties.
- Plants growing from 2 centimeters and up produce flowers beginning in September and flower through December.
- Populations of this species produce seeds every year.

Habitats:

- Inhabits riparian areas and/or areas where there is little vegetative competition.
- Can become dominant in pastures because stock refuse to eat it.
- It can outcompete other plant communities where harsh soil conditions limit the growth of other plants, including serpentine soils, alkaline soils, and soils with heavy metals (it is known to bioaccumulate Mercury, Zinc, and Nickel [Cal-IPC]).

Seeds and Dispersal:

- Dittrichia graveolens* produces copious amounts of seed (estimated 16,000 seeds per plant).
- Seeds have a parachute of fine hairs (pappus) well developed for wind dispersal.
- Seeds can be windborne over 200 meters.
- Seeds can be moved naturally by wind, soil movement, water, and attachment to animals.
- Seeds secrete a sticky exudate that causes the seed to cling to clothing, footwear and machinery.
- Seeds remain viable in soil for three or more years.

CONTROL

Timing:

- EARLY GROWTH SEASON CONTROL IS NECESSARY:** Between May and August (after the plant emerges, but before the plant produces flower heads).
- Once flower heads develop, *Dittrichia graveolens* will rob its resources (its producing seeds) if possible. The plant will go to seed under most control regimes, including herbicide application and hand pulling. So timing of control is critical.
- Herbicide and/or hand pulling are the most effective methods of control. Apply (or pull) twice, first in early summer and again in late summer before flowering.
- Mowing, weed whacking, grazing and/or burning are not effective control methods, as the plant responds readily when cut, grazed or burned.
- Once flowering, the only way we have found to control this plant is by hand pulling and disposing of it in a sealed container – this is because *D. graveolens* will produce seeds even after pulled.
- In order to prevent reestablishment, it is important to seed desirable plants following the removal of *D. graveolens*.

Herbicides:

- We have found Habitat® (imazapyr), and Milestone VM Plus® (emithopyralid with Galien) to be most effective, early in season.
- Apply at labeled rates when plants are small or up until they flower.
- Herbicide uptake is most effective while plants are actively growing and before biomass of vegetation has built up.
- Most of the plant must be covered with herbicide to be effective.
- No herbicide works once flower heads form (flower heads don't even need to be open), as the plant responds to the stress by seeding.

Sanitization:

- Sanitization is an important step in reducing the spread of *D. graveolens*.
- Due to the sticky exudates, seeds stick to almost anything! It is important to clean equipment, shoes, etc. after contact with this plant in order to prevent further spreading, especially onto other sites.