



AGREEMENT NUMBER SFB0032-RA027	AM. NO.
TAXPAYERS FEDERAL EMPLOYER IDENTIFICATION NO. 94-6000403	

STANDARD AGREEMENT

(RA 3/2018)

THIS AGREEMENT, made and entered into this 5th day of November, 2021 in the State of California, by and between the San Francisco Bay Restoration Authority, a regional public entity, through its duly appointed

TITLE OF OFFICER ACTING FOR PUBLIC ENTITY Executive Officer	PUBLIC ENTITY San Francisco Bay Restoration Authority	, hereafter called the Authority, and
GRANTEE'S NAME City of Richmond		, hereafter called the Grantee.

The Grantee and the Authority hereby agree as follows:


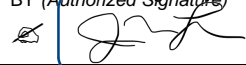
I. SCOPE OF AGREEMENT

Pursuant to the San Francisco Bay Restoration Authority Act, California Government Code § 66700-66706, the San Francisco Bay Restoration Authority ("the Authority") hereby grants to the City of Richmond ("the grantee") a sum not to exceed \$2,300,000 (two million three hundred thousand dollars), subject to this agreement. The grantee shall use these funds to complete the following project ("the project") at Terminal Four Wharf and Warehouse at Point San Pablo, City of Richmond, Contra Costa County, as shown on Exhibit 1, which is incorporated by reference and attached.

(Continued on following pages)

The provisions on the following pages constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

GRANTOR	GRANTEE
AGENCY San Francisco Bay Restoration Authority	GRANTEE (If other than an individual, state whether a corporation, partnership, etc.) City of Richmond
BY (Authorized Signature) 	BY (Authorized Signature) 
PRINTED NAME AND TITLE OF PERSON SIGNING Amy Hutzel, Interim Executive Officer	PRINTED NAME AND TITLE OF PERSON SIGNING Joe Leach, Public Works Director
ADDRESS & PHONE NUMBER 1515 Clay Street, 10th Floor Oakland, CA 94612 Phone: (510) 286-1015	ADDRESS 450 Civic Center Plaza Richmond, CA 94804 Phone: (510) 620-6530

AMOUNT ENCUMBERED BY THIS DOCUMENT \$2,300,000.00	PROGRAM/CATEGORY (CODE AND TITLE) Measure AA
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$-0-	WORK ITEM NUMBER 441-1784-19-5850
TOTAL AMOUNT ENCUMBERED TO DATE \$2,300,000.00	PROJECT NAME Terminal Four Wharf Removal Project

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

PRINTED NAME AND TITLE OF PERSON SIGNING Raymond Woo Budget Manager	SIGNATURE - DocuSigned by: 	DATE 11/11/2021
---	---	---------------------------

GRANTEE ACCOUNTING PROJECT MANAGER AGREEMENT FILE

City of Richmond
Grant Agreement No. SFB0032-RA027
Page 2

The project consists of completing final designs, confirming the cost estimate, and obtaining regulatory permits, for the Terminal Four Wharf Removal Project. The project also includes implementation which consists of demolishing derelict pilings, decking, and buildings; sorting and safe disposal of the material; constructing enhanced rock slope protection that incorporates “living” habitat elements; post-project monitoring of the eelgrass bed and enhanced rock slope protection; and reporting.

The Terminal Four site is owned by the grantee and is managed by the grantee’s Port Operations Department (Port of Richmond). The site is located on the western shore of Richmond, California, about 2.5 miles northwest of the eastern end of the Richmond-San Rafael Bridge, and just south of the tip of Point San Pablo.

The grantee shall carry out the project in accordance with this agreement. The grantee shall provide any funds beyond those granted under this agreement that are needed to complete the project.

II. CONDITIONS PRECEDENT TO CONSTRUCTION AND DISBURSEMENT

The grantee shall not begin construction of the project and the Authority shall not be obligated to disburse any funds unless and until the following conditions precedent have been met:

1. The City Council of the grantee has adopted a resolution designating positions whose incumbents are authorized to negotiate and execute this agreement and amendments to it on behalf of the grantee.
2. The Executive Officer of the Authority (“the Executive Officer”) has approved in writing:
 - a. A work program for the project, as provided in section “VI. WORK PROGRAM.”
 - b. A plan for installation of signs and acknowledgment of Authority support, as provided in section “VII. SIGNS AND ACKNOWLEDGMENT.”
 - c. All contractors that the grantee intends to retain in connection with the project. The grantee must provide written evidence to the Authority that each contractor has complied with the bonding requirements described in section “VIII. BONDING.”
3. The grantee has provided written evidence to the Authority that:
 - a. All permits and approvals necessary to the completion of the project under applicable local, state and federal laws and regulations have been obtained.

City of Richmond
Grant Agreement No. SFB0032-RA027
Page 3

- b. The grantee has provided for required insurance coverage, including additional insured endorsement, as described in section “XVII. INSURANCE.”
- c. The grantee has entered into a project labor agreement with the local Building Trades Council(s) for the county(ies) in which the project is located that covers all project work that is within the craft jurisdictions of the Unions and that contains the terms required by Authority Resolution 22, which is attached as Exhibit 2.

Notwithstanding the above, the grantee may begin to prepare plans, specifications and engineering work upon meeting conditions precedent no. 1 2(a) and 2(b), and upon the Executive Officer’s review and approval of a separate work program for preparation of the plans, specifications and engineering work (tasks, budget and timeline) and approval of any contractors that the grantee will retain to perform such work.

III. ADDITIONAL GRANT CONDITIONS

The grantee shall also meet the following conditions:

1. The Publication of Project Information. The grantee shall upload project information, including periodic monitoring data, to the project tracker for “EcoAtlas”, an online database and web-based viewer of stream and wetland maps, restoration information, and monitoring results (currently available at <http://ptrack.ecoatlas.org/>), to track project information and aggregate data.
2. Using the Lessons Learned Report form provided by the Authority and in accordance with the deadline set forth in “XI. PROJECT COMPLETION,” the grantee shall submit a report describing whether the project met the project goals and information learned from project implementation that could help others more effectively implement similar projects.

IV. TERM OF AGREEMENT

This agreement will take effect when signed by both parties. The Authority will sign last and will enter the date it signs on the first page, which date is deemed the effective date. This agreement may be signed electronically using a process specified by the Authority.

This agreement shall run from its effective date through August 30, 2048 (“the termination date”) unless otherwise terminated or amended as provided in this agreement. However, all work shall be completed by August 30, 2028 (“the completion date”).

The grantee shall deliver a final Request for Disbursement to the Authority no later than September 30, 2028.

City of Richmond
Grant Agreement No. SFB0032-RA027
Page 4

V. AUTHORIZATION

The signature of the Executive Officer of the Authority on this agreement certifies that at its' June 18, 2021 meeting, the Authority adopted the resolution included in the staff recommendation attached as Exhibit 3. This agreement is executed under that authorization.

City of Richmond
Grant Agreement No. SFB0032-RA027
Page 5

Standard Provisions

VI. WORK PROGRAM

Before beginning construction, the grantee shall submit a detailed work program to the Executive Officer for review and written approval of its consistency with the purposes of this grant agreement. The work program shall include:

1. Construction plans and specifications that have been certified by a licensed architect or registered engineer or approved by the grantee's Public Works Director.

2. A schedule of completion for the project specifically listing the completion date for each project component and a final project completion date.
3. A detailed project budget. The project budget shall describe all labor and materials costs of completing each component of the project, including the grantee's labor and materials costs and costs to be incurred under a contract with any third party retained by the grantee for work under this agreement. For each project component, the project budget shall list all intended funding sources, including the Authority's grant, and all other sources of monies, materials, or labor. The grantee shall review the plans with Authority staff, on-site if feasible.
4. A list of best management practices that will be implemented to reduce the project's greenhouse gas emissions.

If all or any part of the project to be funded under this agreement will be performed by third parties ("contractors") under contract with the grantee, the grantee shall submit to the Executive Officer for review and approval the names and qualifications of the contractors.

The work program shall have the same effect as if included in the text of this agreement. However, the work program may be modified without amendment of this agreement upon the grantee's submission of a modified work program and the Executive Officer's written approval of it. If this agreement and the work program are inconsistent, the agreement shall control.

The grantee shall construct the project in accordance with the approved work program.

VII. SIGNS AND ACKNOWLEDGMENT

Prior to beginning the project, the grantee shall submit, for review and written approval by the Executive Officer, a plan for the installation of signs and acknowledgment of Authority support. Except as the Executive Officer agrees otherwise, the plan shall commit the grantee to mention

City of Richmond
Grant Agreement No. SFB0032-RA027
Page 6

the Authority's support in its project-related press releases, contacts with the media, and social media postings, and on its website.

The plan shall commit the grantee to install and maintain a sign or signs visible from the nearest public roadway identifying the project, acknowledging Authority assistance and displaying the Authority's logo. The Authority shall provide to the grantee specifications for the signs. The grantee may incorporate the required information into other signs as approved by the Executive Officer. In special circumstances, where the placement of signs or the general specifications are inappropriate, the Executive Officer may approve alternative, more appropriate methods for acknowledging the sources of funding. The grantee sign plan shall describe the number, design, placement and wording of the signs, or the specifications of a proposed, alternative method. The grantee shall implement the approved signs and acknowledgment plan. The Authority will withhold final disbursement until the signs are installed as approved by the Authority.

VIII. BONDING

If the grantee intends to use any contractors on any portion of the project to be funded under this agreement, construction shall not begin until each contractor has furnished a performance bond in favor of the grantee in the following amounts: for faithful performance, one hundred percent (100%) of the contract value; and for labor and materials, one hundred percent (100%) of the contract value. This requirement shall not apply to any contract for less than \$20,000.

Any bond furnished under this section shall be executed by an admitted corporate surety insurer licensed in the State of California.

IX. COSTS AND DISBURSEMENTS

When the Authority determines that all conditions in section "II. CONDITIONS PRECEDENT TO CONSTRUCTION AND DISBURSEMENT" have been fully met, the Authority shall disburse to the grantee a total amount not to exceed the amount of this grant, in accordance with the approved project budget and this section.

The withholding for this agreement is ten percent. The Authority shall disburse funds for costs incurred to date, less ten percent, upon the grantee's satisfactory progress under the approved work program, and upon the grantee's submission of a "Request for Disbursement" form, which shall be submitted no more frequently than monthly but no less frequently than quarterly. The Authority's fiscal year ends on June 30. For all costs the grantee incurs through the end of the Authority's fiscal year, Requests for Disbursement shall be submitted by July 20th. The Authority shall disburse the ten percent withheld upon the grantee's satisfactory completion of construction and compliance with section "XI. PROJECT COMPLETION," and upon the Authority's acceptance of the project.

City of Richmond
Grant Agreement No. SFB0032-RA027
Page 7

Upon the completion of any project task identified in the work program to the satisfaction of the Authority, the Authority may disburse the funds withheld for that task, provided that the grantee has complied with the “XI. PROJECT COMPLETION” section below, with respect to the project task. The final disbursement, together with amounts earlier withheld and not subsequently disbursed, shall be made upon the grantee’s satisfactory completion of construction of the project and compliance with the “XI. PROJECT COMPLETION” section of this agreement, and upon the Authority’s acceptance of the project.

The Authority will reimburse the grantee for expenses necessary to the project when documented by appropriate receipts. Hourly rates for employee time billed to the Authority shall be equal to the actual compensation paid by grantee to employees, which may include employee benefits. The grantee shall require its employees to keep records of their time spent on the project for purposes of documenting the employee time billed to the Authority. The Authority will reimburse travel and related expenses at actual costs not to exceed the state employee rates as identified on the California Department of Human Resources (CalHR) website under travel reimbursements for state employees. Except for rates for operating a private vehicle, the Conservancy may reimburse in excess of the state employee rates upon documentation that these rates are not reasonably available to the grantee. The Authority will reimburse the grantee for other necessary expenses if those expenses are reasonable in nature and amount taking into account the nature of the project, its location, and other relevant factors.

The grantee shall request disbursements by filing with the Authority a fully executed “Request for Disbursement” form (available from the Authority). The grantee shall include in the form its name and address, the number of this agreement, the date of the submission, the amount of the invoice, the period during which the work was actually done, and an itemized description, including time, materials, and expenses incurred of all work done for which disbursement is requested. The form shall also indicate cumulative expenditures to date, expenditures during the reporting period, and the unexpended balance of funds under the grant agreement.

An authorized representative of the grantee shall sign the forms. Each form shall be accompanied by:

1. All receipts and any other source documents for direct expenditures and costs that the grantee has incurred.
2. Invoices from contractors that the grantee engaged to complete any portion of the work funded under this agreement and any receipts and any other source documents for costs incurred and expenditures by any such contractor, unless the Executive Officer makes a specific exemption in writing.

City of Richmond
Grant Agreement No. SFB0032-RA027
Page 8

3. A progress report summarizing the current status of the project and the work for which the grantee is requesting disbursement.
4. Written substantiation of completion of the portion of the project for which disbursement is requested.

The grantee's failure to fully execute and submit a Request for Disbursement form, including attachment of supporting documents, will relieve the Authority of its obligation to disburse funds to the grantee until the grantee corrects all deficiencies.

X. EXPENDITURE OF FUNDS AND ALLOCATION OF FUNDING AMONG BUDGET ITEMS

No increase in the total amount of this grant will be valid unless set forth in a written amendment to this agreement. The grantee shall expend funds consistent with the approved project budget. Expenditure on items contained in the approved project budget, other than overhead and indirect costs, may vary by as much as ten percent without prior approval by the Executive Officer, provided that the grantee first submits a revised budget to the Authority and requests disbursement based on the revised budget. Any deviation greater than ten percent, and any deviation that shifts funds from approved budget items into an overhead or indirect costs category, must be identified in a revised budget approved in advance and in writing by the Executive Officer. The Authority may withhold payment for items that exceed the amount allocated in the project budget by more than ten percent and which have not received the approval required above. Any increase in the funding for any particular budget item shall mean a decrease in the funding for one or more other budget items unless there is a written amendment to this agreement.

XI. PROJECT COMPLETION

Upon completion of the project, the grantee shall supply the Authority with evidence of completion by submitting a final report by the final Request for Disbursement date set forth in section "IV. TERM OF AGREEMENT" that includes:

1. A report certifying completion of the project according to the approved work program, including photographs documenting project completion.
2. Documentation that signs are installed as required by section "VII. SIGNS AND ACKNOWLEDGMENT."

City of Richmond
Grant Agreement No. SFB0032-RA027
Page 9

3. A fully executed “final Request for Disbursement.” A “final Request for Disbursement” means a Request for Disbursement that includes the withheld amounts and all remaining amounts for which grantee is entitled to seek payment, if any, pursuant to this agreement.
4. A final inspection report by a licensed architect or registered engineer or the grantee’s Public Works Director, and a copy of “as built” drawings of the completed project.
5. The Lessons Learned Report.

The Authority shall determine whether the grantee has satisfactorily completed the project. If so, the Authority shall issue to the grantee a letter of acceptance of the project and release the withhold amount pursuant to section “IX. COSTS AND DISBURSEMENTS.” The project shall be deemed complete as of the date of the letter.

XII. EARLY TERMINATION, SUSPENSION AND FAILURE TO PERFORM

Before the project has commenced, either party may terminate this agreement for any reason by providing the other party with seven days’ notice in writing.

Before the project is complete, the Authority may terminate or suspend this agreement for any reason by providing the grantee with seven days’ notice in writing. In either case, the grantee shall immediately stop work under the agreement and take all reasonable measures to prevent further costs to the Authority. The Authority shall be responsible for any reasonable and non-cancelable obligations incurred by the grantee in the performance of this agreement prior to the date of the notice to terminate or suspend, but only up to the undisbursed balance of funding authorized in this agreement. Any notice suspending work under this agreement shall remain in effect until further written notice from the Authority authorizes work to resume.

If the grantee fails to complete the project as required or fails to fulfill any other obligations of this agreement prior to the termination date, the grantee shall be liable for immediate repayment to the Authority of all amounts disbursed by the Authority under this agreement. The Authority may consider extenuating circumstances and not require repayment for work partially completed. This paragraph shall not be deemed to limit any other remedies the Authority may have for breach of this agreement.

Before the project is complete, the grantee may terminate this agreement for any reason by providing the Authority with seven days’ notice in writing and repaying to the Authority all amounts disbursed by the Authority under this agreement. The Authority may consider extenuating circumstances and allow early termination without repayment for work partially completed.

City of Richmond
Grant Agreement No. SFB0032-RA027
Page 10

The parties expressly agree to waive, release and relinquish the recovery of any consequential damages that may arise out of the termination or suspension of this agreement under this section.

The grantee shall include in any agreement with any contractor retained for work under this agreement a provision that entitles the grantee to suspend or terminate the agreement with the contractor for any reason on written notice and on the same terms and conditions specified in this section.

XIII. OPERATION AND MAINTENANCE

The grantee shall use, manage, maintain and operate the completed project throughout the term of this agreement consistent with the purposes for which the Authority's grant was made as set forth in Exhibit 3. The grantee assumes all operation and maintenance costs of the completed project; the Authority has no responsibility for any cost of maintenance, management, or operation of the completed project. The grantee may be excused from its obligations for operation and maintenance during the term of this agreement only upon the written approval of the Executive Officer.

For purposes of this agreement, "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses. "Maintenance costs" include ordinary repairs and replacements of a recurring nature necessary to prolong the life of capital assets and basic structures, and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures.

XIV. MITIGATION

Without the written permission of the Executive Officer, the grantee shall not use or allow the use for mitigation (in other words, to compensate for adverse changes to the environment elsewhere) of any portion of real property on which the Authority has funded this project. In providing permission, the Executive Officer may require that all funds generated in connection with any authorized or allowable mitigation on the real property shall be remitted promptly to the Authority. As used in this section, mitigation includes, but is not limited to, any use of the property in connection with the sale, trade, transfer or other transaction involving carbon sequestration credit or carbon mitigation.

XV. INSPECTION

Throughout the term of this agreement, the Authority shall have the right to inspect the project area to ascertain compliance with this agreement.

City of Richmond
Grant Agreement No. SFB0032-RA027
Page 11

XVI. INDEMNIFICATION AND HOLD HARMLESS

The grantee shall indemnify and hold harmless the Authority, its officers, agents, and employees from any and all losses, liabilities, claims, demands, damages, or costs, including, without limitation, litigation costs and attorneys fees (collectively the “Losses”), resulting from or arising out of the willful or negligent acts or omissions of the grantee, its officers, agents, contractors, subcontractors, and employees, or in any way connected with or arising out of this agreement, except to the extent such Losses result from the active negligence or willful misconduct of the Authority, its officers, agents, or employees. The duty of the grantee to indemnify and hold harmless includes the duty to defend as provided in Civil Code section 2778. This agreement supersedes any right the grantee may have as a public entity to indemnity and contribution as provided in Gov. Code Sections 895 et seq.

The grantee waives any and all rights to any type of express or implied indemnity or right of contribution from the Authority, its officers, agents, or employees, for any liability resulting from, growing out of, or in any way connected with or incident to this agreement.

Nothing in this agreement is intended to create in the public or in any member of it rights as a third-party beneficiary under this agreement.

The obligations in this section “XVI. INDEMNIFICATION AND HOLD HARMLESS” will survive termination of this agreement.

XVII. INSURANCE

The grantee shall procure and maintain insurance, as specified in this section, against claims for injuries to persons and damage to property that may arise from or in connection with any activities of the grantee or its agents, representatives, employees, contractors associated with the project undertaken pursuant to this agreement.

As an alternative, with the written approval of the Executive Officer, the grantee may satisfy the coverage requirement in whole or in part through: (a) its contractors’ procurement and maintenance of insurance for work under this agreement, if the coverage otherwise fully satisfies the requirements of this section; or (b) the grantee’s participation in a “risk management” plan, self insurance program or insurance pooling arrangement, or any combination of these, if consistent with the coverage required by this section.

The grantee shall maintain property insurance, if required below, throughout the term of this agreement. Any required errors and omissions liability insurance shall be maintained from the effective date through two calendar years after the completion date. The grantee shall maintain all other required insurance from the effective date through the completion date.

City of Richmond
Grant Agreement No. SFB0032-RA027
Page 12

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:
 - a. Insurance Services Office (“ISO”) Commercial General Liability coverage, occurrence basis (Form CG 00 01) or comparable.
 - b. Automobile Liability coverage: ISO Form Number CA 0001, Code 1 (any auto).
 - c. Workers’ Compensation insurance as required by the Labor Code of the State of California, and Employer’s Liability insurance.
 - d. Watercraft Liability: If the project will utilize private watercraft, endorsement to Commercial General Liability policy or Protection and Indemnity Insurance. Such insurance shall cover liability arising out of the maintenance and use of any watercraft covering owned, hired and non-owned vessels.
 - e. Course-of-construction (also known as “Builder’s Risk”) insurance covering all risks of loss. (Any proceeds of loss payable under this coverage shall be used to replace, rebuild or repair the damaged portions of the facilities and structures constructed under this agreement.)
 - f. Property insurance covering the loss, damage, or destruction of the facilities or structures constructed under this agreement against fire and extended coverage perils. (Any proceeds of loss payable under this coverage shall be used to replace, rebuild and/or repair the damaged portions of the facilities and structures constructed under this agreement.)

2. Minimum Limits of Insurance. The grantee shall maintain coverage limits no less than:
 - a. General Liability: *(Including operations, products and completed operations, as applicable)* \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the activities under this agreement, or the general aggregate limit shall be twice the required occurrence limit.
 - b. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

City of Richmond
Grant Agreement No. SFB0032-RA027
Page 13

- c. Worker's Compensation and Employer's Liability: Worker's compensation as required by law and Employer's Liability of no less than \$1,000,000 per accident for bodily injury or disease.
- d. Watercraft Liability (for private vessel) coverage, if required under 1.d., above:
 - a. Vessels under 30 ft.: \$1,000,000 combined single limit.
 - b. Vessels over 30 ft. or vessel involved in research: \$2,000,000 combined single limit.
- e. Course of Construction: "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project with no coinsurance penalty provisions.
- f. Property Insurance: 90 percent of full replacement cost of the facilities or structures.

3. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Executive Officer.

4. Required Provisions Concerning the Authority.

- a. Each insurance policy required by this section shall be endorsed to state that coverage shall not be canceled by either party, except after thirty days' prior written notice by first class mail has been given to the Authority; or in the event of cancellation of coverage due to nonpayment, after ten days prior written notice to the Authority. The grantee shall notify the Authority within two days of receipt of notice that any required insurance policy will lapse or be cancelled. At least ten days before an insurance policy held by the grantee lapses or is cancelled, the grantee shall provide the Authority with evidence of renewal or replacement of the policy.
- b. The grantee hereby grants to the Authority, its officers, agents, employees, and volunteers, a waiver of any right to subrogation which any insurer of the grantee may acquire against the Authority, its officers, agents, employees, and volunteers, by virtue of the payment of any loss under such insurance. Grantee agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the grantee has received a waiver of subrogation endorsement from the insurer.

City of Richmond
Grant Agreement No. SFB0032-RA027
Page 14

- c. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - i. The Authority, its officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the grantee; and with respect to liability arising out of work or operations, including completed operations, performed by or on behalf of the grantee including materials, parts or equipment furnished in connection with the work or operations.
 - ii. For any claims related to this agreement, the grantee's insurance coverage shall be primary insurance as respects the Authority, its officers, agents and employees, and not excess to any insurance or self-insurance of the Authority.
 - iii. The limits of the additional insured coverage shall equal the limits of the named insured coverage regardless of whether the limits of the named insurance coverage exceed those limits required by this agreement.
5. Acceptability of Insurers. Insurance shall be placed with insurers admitted to transact business in the State of California and having a current Best's rating of "B+:VII" or better or, in the alternative, acceptable to the Authority and approved in writing by the Executive Officer.
6. Verification of Coverage. The grantee shall furnish the Authority with original certificates and amendatory endorsements, or copies of the applicable policy language, effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Executive Officer before work commences. The Authority may require, at any time, complete, certified copies of all required insurance policies, including endorsements affecting the coverage.
7. Contractors. The grantee shall include all contractors as insureds under its policies or shall require each contractor to provide and maintain coverage consistent with the requirements of this section. To the extent generally available, grantee shall also require each professional contractor to provide and maintain Errors and Omissions Liability insurance appropriate to the contractor's profession and in a reasonable amount in light of the nature of the project with a minimum limit of liability of \$1,000,000.
8. Premiums and Assessments. The Authority is not responsible for premiums and assessments on any insurance policy.

City of Richmond
Grant Agreement No. SFB0032-RA027
Page 15

XVIII. AUDITS/ACCOUNTING/RECORDS

The grantee shall maintain financial accounts, documents, and records (collectively, “required records”) relating to this agreement, in accordance with the guidelines of “Generally Accepted Accounting Principles” (“GAAP”) published by the American Institute of Certified Public Accountants. The required records include, without limitation, evidence sufficient to reflect properly the amount, receipt, deposit, and disbursement of all funds related to the project, and the use, management, operation and maintenance of the real property, time and effort reports, and supporting documents that permit tracing from the request for disbursement forms to the accounting records and to the supporting documentation.

The Authority or its agents may review, obtain, and copy all required records. The grantee shall provide the Authority or its agents with any relevant information requested and shall permit the Authority or its agents access to the grantee’s premises upon reasonable notice, during normal business hours, to interview employees and inspect and copy books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this agreement and any applicable laws and regulations.

The grantee shall retain the required records for a minimum of three years following the later of final disbursement by the Authority, and the final year to which the particular records pertain. The records shall be subject to examination and audit by the Authority and the California State Auditor during the retention periods.

If the grantee retains any contractors to accomplish any of the work of this agreement, the grantee shall first enter into an agreement with each contractor requiring the contractor to meet the terms of this section and to make the terms applicable to all subcontractors.

The Authority may disallow all or part of the cost of any activity or action that it determines to be not in compliance with the requirements of this agreement.

After completing the project, the grantee shall promptly conduct a final financial and compliance audit of revenue and expenditures. An independent Certified Public Accountant shall conduct the audit and prepare a report in compliance with GAAP. In place of performing a separate audit, the grantee may submit to the Authority, within a time that the Authority specifies, a copy of the grantee’s federal “single audit.”

XIX. COMPUTER SOFTWARE

The grantee certifies that it has instituted and will employ systems and controls appropriate to ensure that, in the performance of this agreement, Authority funds will not be used for the acquisition, operation or maintenance of computer software in violation of copyright laws.

City of Richmond
Grant Agreement No. SFB0032-RA027
Page 16

XX. NONDISCRIMINATION

During the performance of this agreement, the grantee and its contractors shall not deny the agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The grantee shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. The grantee and contractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the Authority to implement such article. The grantee shall permit access by representatives of the Department of Fair Employment and Housing and the Authority upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or the Authority shall require to ascertain compliance with this clause. The grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

The grantee shall include the nondiscrimination and compliance provisions of this clause in all contracts to perform work under this agreement.

XXI. AMERICANS WITH DISABILITIES ACT

By signing this agreement, grantee certifies that it is in compliance with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C., 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

XXII. PREVAILING WAGE

Work done under this grant agreement may be subject to the prevailing wage and other related requirements of the California Labor Code, Division 2, Part 7, Chapter 1, sections 1720-1861. If required by law to do so, the grantee shall pay prevailing wage to all persons employed in the performance of any part of the project and otherwise comply with all associated requirements and obligations.

City of Richmond
Grant Agreement No. SFB0032-RA027
Page 17

XXIII. INDEPENDENT CAPACITY

The grantee, and the agents and employees of grantee, in the performance of this agreement, will be acting in an independent capacity and not as officers or employees or agents of the Authority.

XXIV. ASSIGNMENT

Without the written consent of the Executive Officer, the grantee may not assign this agreement in whole or in part.

XXV. TIMELINESS

Time is of the essence in this agreement.

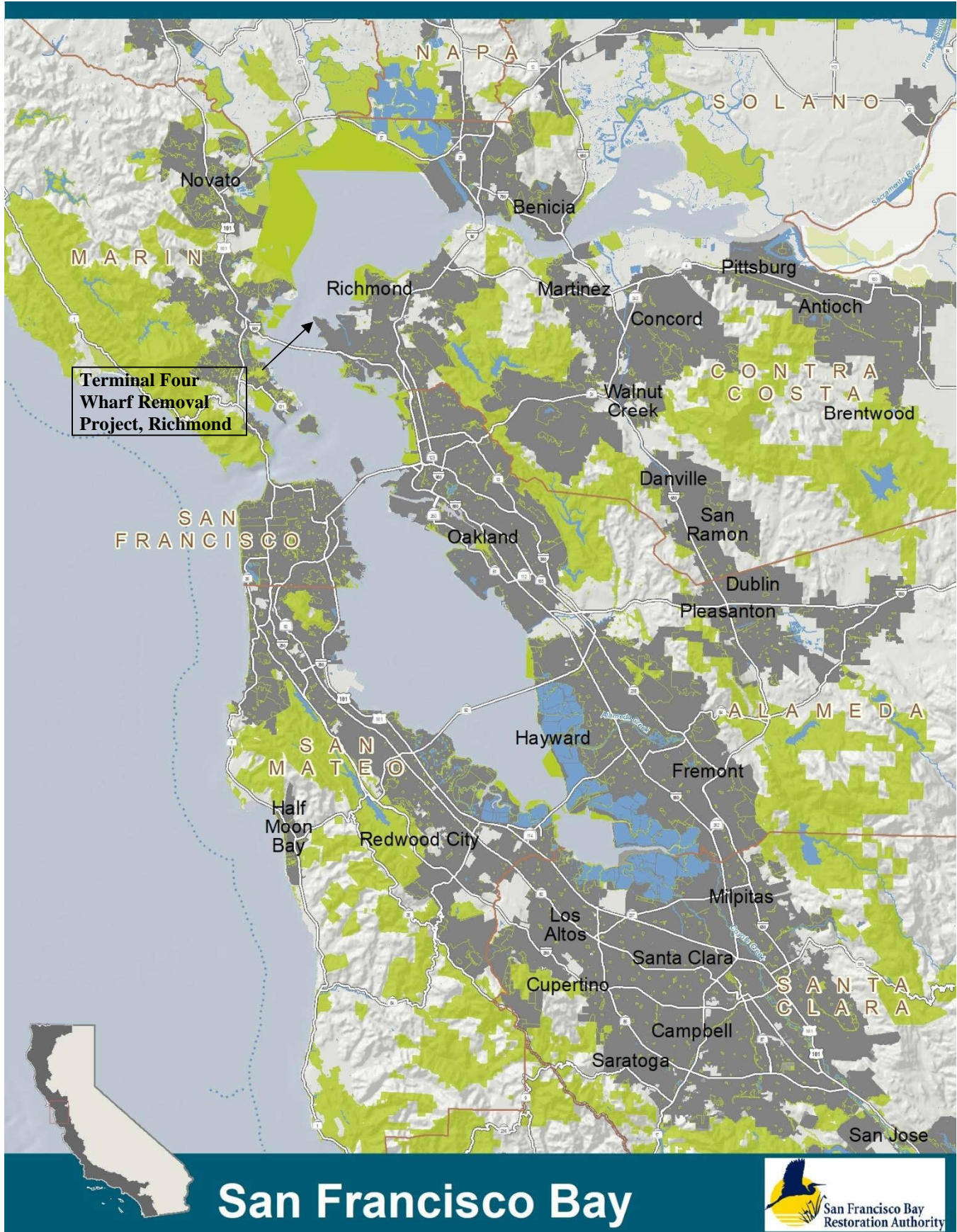
XXVI. EXECUTIVE OFFICER'S DESIGNEE

The Executive Officer shall designate an Authority project manager who shall have authority to act on behalf of the Executive Officer with respect to this agreement. The Executive Officer shall notify the grantee of the designation in writing.

XXVII. AMENDMENT

Except as expressly provided in this agreement, no changes in this agreement will be valid unless made in writing and signed by the parties to the agreement. No oral understanding or agreement not incorporated in this agreement will be binding on any of the parties.

Exhibit 1: Project Location Map



San Francisco Bay



Exhibit 2



San Francisco Restoration Authority

Resolution 22

Supporting the Creation of Quality Jobs through Habitat Restoration, Flood Protection and Public Access Projects

Whereas, the San Francisco Bay Restoration Authority (Authority) is a regional government agency charged with raising and allocating resources for the restoration, enhancement, protection and enjoyment of wetlands and wildlife habitat in the San Francisco Bay and along its shoreline, as well as related public recreational amenities and flood management features; and

Whereas, in June of 2016 voters in the nine county San Francisco Bay Area approved Measure AA which will generate approximately \$500 million in new local revenue to restore wildlife habitat, help improve our region's resilience to climate change by protecting communities, businesses, roads, wastewater treatment plants and other vital infrastructure from flooding due to extreme weather events, increase shoreline public access and more; and this local funding could be used to leverage an equal or greater amount of state, federal and other resources to support Bay restoration projects; and

Whereas, by generating local funds, and potentially other state and federal funds, for Bay restoration, the Authority has the ability not just to restore wildlife habitat, protect communities from flooding and improve public access, but also to create quality jobs for the local workforce that support our mission; and

Whereas, it is in the interest of the Authority and the public it serves to build safe, high-quality projects with a properly trained workforce; and

Whereas, the Authority has the responsibility to promote and oversee efficient project delivery and to monitor the efficient use of public funds, and the timely and successful completion of Authority-funded projects is of the utmost importance to the Authority and the general public; and

Whereas, it is in the interest of the Authority and the public it serves that Authority-funded construction projects proceed without labor disruptions that can cause delay; and to create an effective and efficient mechanism to minimize the possibility of any such disruptions, thereby promoting cost containment and timely completion of projects;

Whereas, the use of project labor agreements will effectuate the Authority's intent to complete Authority-funded construction projects consistent with the goals and purposes set forth above;

Exhibit 2

NOW, THEREFORE, BE IT RESOLVED that the Authority shall require all grantees of Authority funds to negotiate, enter into and execute a standard project labor agreement with the local Building Trades Council(s) for the applicable county(ies) that covers all work within the craft jurisdictions of the Unions (e.g. construction, remediation, demolition, alteration, installation, improvement, repair, etc.) for any

I

San Francisco Restoration Authority

construction project where (a) the total cost of the project exceeds \$500,000, and (b) the Authority's funding of the project exceeds ten percent (10%) of the total cost of the project. BE IT FURTHER RESOLVED that such project labor agreement shall provide that (a) All contractors and subcontractors shall recognize the affiliated Unions as the exclusive bargaining representatives of the craft workers employed on the project; (b) All contractors and subcontractors shall use the Union hiring halls for satisfying all project craft needs on the project; (c) The wages, benefits and working conditions of the craft employees performing work on the project shall be governed by the Master Labor Agreements of the Union(s) recognized as the bargaining representative(s) of the applicable craft(s); (d) All contractors and subcontractors shall hire apprentices indentured in the State-approved joint apprenticeship training program(s) for the applicable craft(s) or trade(s) for work on the project in accordance with the apprentice ratios contained in California Labor Code Section 1777.5; (e) The "Helmets to Hardhats" Program shall be used to assist returning Veterans in obtaining employment and training opportunities on the project; and (f) There shall be no strikes or lockouts on the project and a dispute resolution mechanism shall govern any conflicts.

BE IT FURTHER RESOLVED that this Resolution and its provisions shall not apply to a grantee of Authority funds when the grantee's project is funded by, sponsored by, or otherwise undertaken in collaboration with, the U.S. Army Corps of Engineers.

BE IT FURTHER RESOLVED that if after the Authority has exerted all reasonable efforts to secure a project labor agreement for the project without success, has met with, considered, and addressed to the fullest extent feasible, the interests of the applicable Building Trades Council(s), and has made other such efforts as are consistent with carrying out the goals of this policy, and the Governing Board of the Authority finds application of this policy would preclude Authority funding for a project, then the Governing Board of the Authority may determine that this policy shall not apply to the particular project at issue.

PASSED AND ADOPTED by the Governing Board of the San Francisco Bay Restoration Authority at its meeting on November 30, 2016, by the following vote:

AYES: Governing Board Members

PINE, CALDWELL, CLIOIA, WIENER.

NOES: Governing Board Members SHAWALTER, SUTTER.

ABSENT: Governing Board Members BALON.

ABSTENTIONS: Governing Board Members _____

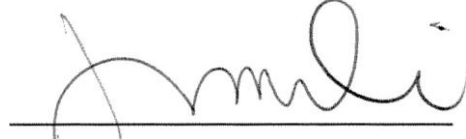
Dave Pine
Chair



2

San Francisco Restoration Authority

I, Kelly Malinowski, Clerk of the Governing Board of the San Francisco Bay Restoration Authority, do hereby certify that the foregoing is a true and correct copy of the Resolution adopted by the Governing Board of the San Francisco Bay Restoration Authority at its meeting of November 30, 2016, which Resolution is on file in the office of this regional



Kelly Malinowski

government entity. Clerk of the Governing Board

SAN FRANCISCO BAY RESTORATION AUTHORITY

Staff Recommendation

June 18, 2021

TERMINAL FOUR WHARF REMOVAL PROJECT

Project No. RA-027

Project Manager: Marilyn Latta

RECOMMENDED ACTION: Consideration and authorization to disburse up to \$2,300,000 to the City of Richmond for final design, implementation, and monitoring of the Terminal Four Wharf Removal Project near Point San Pablo, Contra Costa County, and adopt findings pursuant to the California Environmental Quality Act.

LOCATION: City of Richmond, Contra Costa County; Measure AA Region: East Bay

MEASURE AA PROGRAM CATEGORY: Safe, Clean Water and Pollution Prevention Program, Vital Fish, Bird and Wildlife Habitat Program

EXHIBITS

Exhibit 1: [Project Location and Site Map](#)

Exhibit 2: [Photographs](#)

Exhibit 3: [Enhanced Rock Slope Protection Design](#)

Exhibit 4: [Mitigated Negative Declaration for the Terminal Four Wharf, Warehouse, and Piling Removal Project](#)

Exhibit 5: [Mitigation, Monitoring, and Reporting Program for the Terminal Four Wharf, Warehouse, and Piling Removal Project](#)

RESOLUTION AND FINDINGS

Staff recommends that the San Francisco Bay Restoration Authority adopt the following resolution and findings:

Resolution:

The San Francisco Bay Restoration Authority hereby authorizes the disbursement of an amount not to exceed two million three hundred thousand dollars (\$2,300,000) to the City of Richmond for final design, implementation, and monitoring of the Terminal Four Wharf Removal Project near Point San Pablo, Contra Costa County. Prior to commencement of the project, the grantee shall submit for the review and written approval of the Executive Officer of the Authority the following:

1. A detailed work program, schedule, and budget.
2. Names and qualifications of any contractors to be retained in carrying out the project.
3. A plan for acknowledgement of Authority funding.
4. Evidence that all permits and approvals required to implement the project have been obtained.
5. Evidence that the grantee has entered into a project labor agreement consistent with San Francisco Bay Restoration Authority Resolution 22.

Findings:

Based on the accompanying staff recommendation and attached exhibits, the San Francisco Bay Restoration Authority hereby finds that:

1. The proposed authorization is consistent with The San Francisco Bay Restoration Authority Act, Gov. Code Sections 66700-66706.
2. The proposed authorization is consistent with The San Francisco Bay Clean Water, Pollution Prevention and Habitat Restoration Measure (Measure AA).
3. The San Francisco Bay Restoration Authority has independently reviewed and considered the "Terminal Four Wharf, Warehouse, and Piling Removal Project Initial Study/Mitigated Negative Declaration" (MND), and Mitigation, Monitoring, and Reporting Program (MMRP) adopted by the State Coastal Conservancy on November 19, 2020 and attached to this staff recommendation as Exhibits 4 and 5. The Authority finds that, as mitigated and designed, there is no substantial evidence that the proposed project will have a significant effect on the environment. The only potential effects, for which mitigation is proposed, are in the areas of Aesthetics, Air Quality, Biological Resources, Cultural Resources, Noise, Tribal Cultural Resources and the Authority finds that there is substantial evidence that the mitigation measures identified in the MND will avoid, reduce or mitigate any possible significant environmental effect of the project to a less-than-significant level.

STAFF RECOMMENDATION

PROJECT SUMMARY:

Staff recommends that the Authority authorize disbursement of up to \$2,300,000 to the City of

Richmond for final design, implementation, and monitoring of the Terminal Four Wharf Removal Project (project), which consists completing construction documents, demolishing derelict pilings, decking, and two buildings, and constructing enhanced rock slope protection, and monitoring at Terminal Four near Point San Pablo in Contra Costa County.

The project is needed because the deteriorating warehouse, piles, decking, and debris of the Terminal Four Wharf currently pose a marine debris problem and a navigation hazard, and also continue to degrade and impair water and habitat quality. The existing debris and pile field inhibit the expansion of nearby eelgrass beds (See Exhibit 2, Figures 1-4, 9). When Pacific herring and other fish and marine invertebrates spawn on creosote-treated piles, exposure to polycyclic aromatic hydrocarbons (PAHs), which are part of the creosote compound, results in adverse effects. In Pacific herring, these effects include developmental delays, degeneration, changes in movement, alterations to cardiac function in embryos, lower rate of hatching success, and skeletal defects in larvae.

This project is a priority for the Authority and was selected in competitive Grant Round Four because it will remove toxic creosote pilings from San Francisco Bay, a key priority identified in the Subtidal Habitat Goals Report. The Terminal Four site is owned by the City of Richmond (City) and is managed by the City's Port Operations Department (Port). The site is located on the western shore of Richmond, California, about 2.5 miles northwest of the eastern end of the Richmond-San Rafael Bridge, and just south of the tip of Point San Pablo (Exhibits 1 and 2). The City, in partnership with the State Coastal Conservancy (Conservancy), has been planning the removal of the creosote-treated piles and deteriorated decking at the Terminal Four site for a number of years, and removal of these structures will achieve the following goals:

1. Increase the ecological health of San Francisco Bay by removing derelict pilings, including those containing creosote-treated wood, and large amounts of artificial fill and solid debris from the Bay floor and waters;
2. Improve spawning and development of Pacific herring through removal of the creosote-treated piles, which have been shown to have detrimental effects on early life history stages of Pacific herring, particularly when herring lay their eggs on these toxic structures;
3. Maintain the existing degree of shoreline protection while avoiding activities that would increase the current degree of erosion potential along that portion or adjacent portions of the coastline; and
4. Protect and enhance the existing eelgrass beds and other biological resources.

In addition, the project will help to increase climate resiliency by cleaning this area of the shoreline and strengthening the natural eelgrass beds and shoreline habitats which act as green infrastructure that provides nature-based adaptation to climate change impacts, such as sea level rise and shoreline erosion.

The City and Conservancy have been supporting this project since 2014, primarily through establishing partnerships, facilitating funding, and leading the design and environmental review. Previous planning work to date includes habitat restoration and coastal processes assessments,

upon which preparation of environmental documentation, 60% designs, and permit applications (submitted September 2020 to the Bay Restoration Regulatory Integration Team) were based. The proposed project consists of completing designs, demolishing the decking, warehouse and dockmasters office, and all pilings, sorting and safely disposing of the material. In addition, the project includes constructing a 350-foot portion of rock slope protection that incorporates “living shoreline” habitat elements such as native plantings at the crown, cobbles with native seaweeds embedded into the face of the rock slope, and oyster reef elements incorporated into the toe of the rock slope; and it includes post-project monitoring of the eelgrass bed and the enhanced rock slope protection. Removal designs take into account that there is a range of estimates of the current number of pilings and volume of debris, as described in the “Site Description” section, below.

Removing creosote pilings, structures, and debris will enhance eelgrass beds by reducing the shading and toxicity. The eelgrass, in turn, will provide a healthier substrate on which Pacific herring and other organisms can attach their eggs, and will provide physical structure and food resources for species such as salmon and sturgeon.

While the primary ecological benefits will result from removal of the derelict structures and debris, the innovative living shoreline component of the project will provide additional habitat benefits. The experimental design for the enhanced rock slope includes a pilot “green-grey hybrid” approach that is being tested for the first time at this site to enhance biological habitats on a traditional rock rip rap revetment. The design incorporates subtidal reef structures that will provide habitat space for native Olympia oysters and other aquatic invertebrates and plants (Exhibit 3). The reef structures will also help trap and stabilize sediments in the areas formerly occupied by creosote-treated pilings. Extending the range of Pacific rockweed, one the native seaweeds to be embedded in the rock slope, will provide an additional type of spawning substrate for herring. Planting native vegetation at the crown of the enhanced slope will further enhance the overall habitat complexity and diversity at the former wharf site.

The City has substantial experience in managing, reporting and billing many types of projects funded by grants from state and regional public agencies, and the City and Conservancy have a strong track record of implementing successful projects. From 2014-2018, the City and the Conservancy completed the SF Bay Creosote Removal and Pacific Herring Restoration Project with a grant from the National Fish and Wildlife Foundation (NFWF). This collaborative effort included design, permitting, creosote-treated pile removal, construction of a living shoreline through installation of 200 oyster reef elements (Exhibit 2, Figures 5-8) and planting of 2,500 eelgrass seedlings, pre- and post-construction monitoring, public information sharing, and documenting lessons learned and sharing them with Bay Area resource agencies and environmental groups. This previous project was implemented at the former Red Rock Warehouse site (Exhibit 2, Figures 5-8) located slightly north and directly adjacent to the proposed project site. The City and its partners will be able to take knowledge and lessons learned from this previous project and apply them to the proposed project implementation, saving time and costs.

The project is supported by the National Oceanic and Atmospheric Administration (NOAA), the San Francisco Bay Conservation and Development Commission (BCDC), East Bay Regional

Park District (EBRPD), the Conservancy, and the San Francisco Bay Joint Venture. The project also has broad public support from non-governmental organizations such as Baykeeper, The Watershed Project, Point Molate Alliance, Trails for Richmond Action Committee, and many others.

The proposed project is part of a continuing effort by the Conservancy, BCDC, NOAA, San Francisco Estuary Partnership, and the Ocean Protection Council to promote long-term management and restoration of subtidal habitats in the San Francisco Bay. The piling removal projects helps implement the San Francisco Bay Subtidal Habitat Goals Recommendations (Subtidal Goals), Artificial Structures Restoration Goal 1 for derelict piling/structure removal; and Goal 2 which recommended using a pilot project approach to remove artificial structures and creosote pilings at targeted sites in combination with active or passive restoration of natural habitats that provide environmental benefits with reduced engineering of hard structures (a “living shoreline”).

There are no known barriers to implementation and there is broad support for the project. While the site is currently off-limits to public access, the future plan is to construct Bay Trail segments that link all areas from the Richmond Bridge, including Point Molate Beach Park, Terminal Four, and Point San Pablo Yacht Harbor (Harbor). The first two sections of trail totaling two and a half miles from the Bridge to the area just south of Terminal Four have been funded and are in permit consultation now, with construction expected to occur in 2022. In the future, the City of Richmond and others will fundraise and plan for the trail to extend through Terminal Four to the Harbor, which is another one and a half miles.

Site Description: The Richmond Terminal Four Wharf Removal site is near the northwestern tip of Point San Pablo (Exhibit 1) and extends along a rubble-armored shoreline at the north and central portions of the pier and in front of a small cove at the southern end of the pier (Exhibit 2). Based on a review of historic bay charts, the Terminal Four structures were built sometime between 1850 and 1915. However, other sources list them as being built in the 1930’s and being initially used for handling and processing fish. The site was used primarily over the years for storage, distribution and processing of vegetable and animal oils, petroleum fuels and additives, and other chemicals. Storage tanks on the shore were used to supply ships docked at the wharf. Exhibits 2 and 3 show the key site features of the Terminal Four Wharf Removal site which include:

- Approximately 2,150 standing piles, of three types described below;
- A 1,000-foot-long wharf area of deteriorated wood creosote decking;
- An 1,100 square foot dockmaster’s office building;
- A deteriorated wooden warehouse located over the water with a footprint of about 12,800 square feet; and
- Up to 2,700 tons of debris on the bay bottom, made up of pieces of structures that have already collapsed and fallen into the bay.

According to a survey conducted by the San Francisco Estuary Institute (SFEI) in 2009 of the entire San Francisco Bay region (Subtidal Goals 2010), there were approximately 2,500 pilings at the Terminal Four Wharf site. More recently, as part of the design process, Merkel & Associates (2014) conducted a survey largely by sidescan sonar, which resulted in slightly lower estimates of piles ranging from 2,127 to 2,347 total piles within the structure. In 2019 C&W

Divers were hired to assess the structure a third time, and they noted 2,150 pilings still standing and up to 2,700 tons of concrete, wood, and other debris on the bay floor. This data shows the substantial deterioration over a short period of time, and the structures have degraded further since 2019. However, since the collapsed beams and decking material can block sidescan sonar, and visibility is limited due to the hazardous structures and due to high turbidity (due to high levels of suspended sediment) in the bay, there remains substantial uncertainty regarding the piling count, which has been taken into consideration during design.

PROJECT FINANCING

San Francisco Bay Restoration Authority	\$2,300,000
Coastal Conservancy	\$3,000,000
Project Total	\$5,300,000

Conservancy funds to be granted to the City for this project will consist of mitigation funds for fill removal paid to the Conservancy to satisfy conditions of regulatory permits, and settlement agreement funds, both of which have been placed in accounts within the Conservancy's Coastal Trust Fund that were established expressly for the Richmond Terminal Four Wharf Removal Project. These mitigation and settlement funds, which will be passed through the Conservancy, originated with the following sources:

BCDC (Caltrans mitigation funds)	\$162,944
Chevron	\$210,000
Water Emergency Transportation Authority	\$1,230,000
Pacific Gas and Electric	\$1,080,000
City of Sausalito	\$33,480
Port of San Francisco	\$101,160
TransBay Cable LLC	\$19,602
Accumulated Interest	\$162,814
Total Conservancy Funds	\$3,000,000

The specific fund sources and purposes are consistent with the project.

CONSISTENCY WITH AUTHORITY'S ENABLING LEGISLATION, THE SAN FRANCISCO BAY RESTORATION AUTHORITY ACT:

Consistent with Section 66704.5(a), the City is a public entity. Consistent with 66704.5(b)(1) the project will "restore, protect, or enhance tidal wetlands, managed ponds, or natural habitats on the shoreline in the San Francisco Bay area." The project will advance removal of marine debris and fill in the Estuary, which will allow the 12-acre project area's native habitats to recover from the fill, shading, and contamination; and will provide healthier habitat area and function to native fish, birds, and other wildlife. Consistent with Section 66704.5(b)(2), the project will "build or enhance shoreline levees or other flood management features that are part of a project" by replacing a 350-foot section of failing seawall with a pilot enhanced rock slope that will protect the shoreline from wave energy and erosion while also

enhancing shoreline habitats. Consistent with Section 66704(e) this award will be used to support planning, construction, and monitoring.

CONSISTENCY WITH MEASURE AA PROGRAMS AND ACTIVITIES: This authorization is consistent with the Safe, Clean Water and Pollution Prevention Program since it will remove toxic creosote pilings and other wharf structures that pollute the bay and harm water quality.

This authorization is also consistent with Measure AA's Vital Fish, Bird and Wildlife Habitat Program since it will restore subtidal and shoreline habitats to benefit wildlife such as Pacific herring, coho salmon, steelhead, Dungeness crab, eelgrass, Olympia oysters, Pacific rockweed, and additional species of plants, birds, and other wildlife.

CONSISTENCY WITH MEASURE AA PRIORITIZATION CRITERIA:

1. **Greatest positive impact:** The Terminal Four wharf is the largest derelict creosote wharf structure in San Francisco Bay, and the project implements key Subtidal Goals recommendations to remove derelict fill in combination with piloting living shoreline designs. Removing toxic pilings, fill and debris, and sources of shading will have a substantial positive benefit to the bay's subtidal and intertidal habitats at the site, improve shoreline ecological health and climate resilience, and clean up an unsafe area for future public access improvements.
2. **Greatest long-term impact:** The cleanup of this site will have a long-term impact through enhanced subtidal and intertidal shoreline habitats that will continue to grow, benefiting bay aquatic species such as Pacific herring that have been negatively impacted by spawning on toxic creosote pilings. The project also has a long-term benefit by facilitating future shoreline public access and trail opportunities that will be increased at the site.
3. **Leveraging resources and partnerships:** The project will leverage state and federal resources, and public/private partnerships. The City and Conservancy have developed a strong regional network of organizational partners, from local, state, and federal agencies to community groups, and the project has strong support. The partners engage multiple stakeholders in planning meetings and in technical forums and share information about project status through presentations and media coverage. NFWF funded the pilot project at the adjacent former Red Rocks Warehouse site, and also funded the 30% design for Terminal Four. Please see PROJECT FINANCING section above for additional funding partners. The project has strong support from the Trails for Richmond Action Committee, East Bay Regional Park District (EBRPD), The Watershed Project, and BayKeeper.
4. **Benefits to economy:** The project is a priority for the City because it will provide job opportunities and economic benefits. The construction will be competitively bid by the City, which includes measures to encourage local labor participation and fair wages. The project will use the services of a construction contractor selected through an open, competitive bid process. To the extent permitted by law, bidding will be subject to local business and hire

requirements, including the City's Business Opportunity Ordinance, Local Employment Program Ordinance, and Living Wage Ordinance.

5. **Monitoring, maintenance, and stewardship:** The project will be successful if all planned derelict wharf and fill material is removed and disposed of properly, and the enhanced rock slope performs as designed. The City will monitor activities during demolition to confirm it complies with permit requirements including biological monitoring. The City will also conduct monitoring survival and status of the enhanced rock slope elements, including oyster reef elements, seaweed transplants, and crown native plantings. The City will provide postdemolition and habitat monitoring reports to confirm goals have been met.
6. **Coastal Conservancy's San Francisco Bay Area Conservancy Program.** The project is consistent with the Conservancy's San Francisco Bay Area Conservancy Program's Criteria in several ways briefly summarized below.

It will promote and implement three state plans:

San Francisco Bay Subtidal Habitat Goals Report (2010, jointly authored by the State Coastal Conservancy, California Ocean Protection Council, NOAA NMFS and Restoration Center, San Francisco Bay Conservation and Development Commission, and San Francisco Estuary Partnership), a 50-year Conservation Plan for submerged habitats in San Francisco Bay which recommends the removal of derelict piling structures in combination with piloting living shoreline techniques in San Francisco Bay.

Baylands Goals Science Update (2015): The update documents the progress made toward achieving the 1999 Baylands Goals and outlines strategies for continuing restoration progress in the face of climate change and sea-level rise. The Project is consistent with the Update's recommendations to increase resilience to sea level rise by removing fill and cleaning up the shoreline along the Bay edge and enhancing subtidal and intertidal physical habitat and functions.

State Coastal Conservancy's Strategic Plan (2018-2022): The Project is consistent with Objectives 12A, 12B, and 12D which call for the protection of tidal wetlands and subtidal habitat, protection of wildlife, and the enhancement of tidal wetlands and subtidal habitat. This project protects tidal wetlands, subtidal habitat and wildlife through the removal of fill and debris, as well as enhances these habitats through installation an enhanced rock slope protection.

This project will help refine best practices for removing creosote pilings from the Bay system and provide a model for new techniques for restoration of shoreline and subtidal habitats in the Bay. The techniques and designs resulting from this demonstration project have strong applicability at other sites in the Bay and in other estuarine systems on the Pacific Coast.

The project can be implemented in a timely way, as 60% designs are completed, and permit applications have been submitted and are expected to be issued in Fall 2021.

Implementation of wharf removal is expected to occur in 2022-23. Multiple benefits

including reduction in marine debris and fill, and enhancement of subtidal and intertidal shoreline habitats could be lost if the project is not quickly implemented.

The project includes matching funds from multiple local, state, and federal sources.

7. San Francisco Bay Conservation and Development Commission's Coastal Management Program. The San Francisco Bay Plan ("Bay Plan") was completed and adopted by BCDC in 1968 pursuant to the McAteer-Petris Act of 1965 and last amended in October 2011. The Bay Plan guides BCDC's management and permitting decisions in the Bay. The project is consistent with the following policies articulated in Part III, Findings and Policy Section of the Bay Plan:

Subtidal Areas Policy 5 (adopted April 2002): "The [BCDC] should continue to support and encourage expansion of scientific information on the Bay's subtidal areas, including: (a) inventory and description of the Bay's subtidal areas; (b) the relationship between the Bay's physical regime and biological populations; ... (e) where and how restoration should occur."

The proposed project will assist in implementation of this policy by providing additional data on best techniques for restoration at a specific site, describe the densities, locations, and species associated with subtidal habitats at that site, and conduct five years of monitoring on herring presence before and after construction.

Fish, Other Aquatic Organisms and Wildlife Policy 1 (amended April 2002): "To assure the benefits of fish, other aquatic organisms and wildlife for future generations, to the greatest extent feasible, the Bay's tidal marshes, tidal flats, and subtidal habitat should be conserved, restored and increased."

The project is consistent with this policy because it will restore and increase subtidal and intertidal habitats in San Francisco Bay.

8. San Francisco Bay Joint Venture's Implementation Strategy: The project is consistent with the Joint Venture's Implementation Strategy in that it helps to clean up marine debris and fill from the bay and enhance subtidal and intertidal shoreline habitats. The project is included on the Joint Venture's list, and the project proponents consulted with the Joint Venture staff and the Conservation Delivery Committee prior to applying for funding and received strong support.

COMPLIANCE WITH CEQA:

The 2020 "Terminal Four Wharf, Warehouse, and Piling Removal Project Initial Study and Mitigated Negative Declaration ("MND") and Mitigation Monitoring and Reporting Program ("MMRP") was prepared for the project pursuant to the California Environmental Quality Act (CEQA) by the Conservancy as lead agency and adopted on November 19, 2020 (Exhibits 4-5). The MND was prepared by the Conservancy in accordance with CEQA (Public Resources Code § 21000 et seq.) and the CEQA Guidelines (California Code of Regulations Title 14, section 15000 et seq.). It describes the proposed project and provides an assessment of the project's potential significant adverse impacts on the environment. The MND concludes that the proposed project will not have any significant effects on the environment after implementation of project

design features, conservation measures, avoidance and minimization and mitigation measures, and best management practices.

The MND indicates that the proposed project will not have a significant effect on the environment with incorporation of certain mitigation measures and adoption of the mitigation measure identified in the MMRP. The only potential effects, for which mitigation is proposed, are in the areas of Aesthetics, Air Quality, Biological Resources, Cultural Resources, Noise, and Tribal Cultural Resources. The Authority's grantee will be responsible for compliance with the mitigation measures. The potential significant effects and the mitigation measures are described below.

Aesthetics

Portions of work in the tidal zone may require intermittent nighttime construction work (i.e., between the hours of 5:00 p.m. and 7:00 a.m.), which would require lighting at the working face. To ensure that nighttime lighting does not adversely affect receptors at the East Brother Light Station, the Conservancy would implement Mitigation Measure AES-1, Construction Lighting, and require the contractor to direct nighttime lighting used during construction toward the work face and away from the East Brother Light Station, Mitigation Measure AES-1, Construction Lighting, requires that nighttime lighting used during construction be directed toward the work face and away from the East Brother Light Station to the extent possible.

After demolition and construction activities are complete, there will be no operations-related lighting. For these reasons, the project will not create a new source of substantial light or glare that would adversely affect daytime or nighttime views in the area, and the impact will be **less than significant**.

Air Quality

Demolition and construction activities would result in emissions of ozone precursors and criteria pollutants from the operation of off-road construction equipment and vehicle exhaust from vehicles transporting workers, construction materials and debris. In addition, water-based sources such as tugboats used to steer barges and work skiffs also produce air pollutants. Criteria pollutant emissions from off-road demolition and construction equipment as well as worker and truck trips were estimated using the most recent version of the California Emissions Estimator Model. Based on estimates of potential debris volumes that may need to be removed from the site, this analysis assumes that pile removal would require approximately 18 barge trips from the project site to the Port of Richmond's Terminal Three sorting facility, the Port of San Francisco's Pier 96, or another facility determined by the contractor, and approximately 350 truck trips from

Terminal Three or Pier 96 to one of the four planned disposal sites (assumed to be Potrero Hills Landfill in Suisun City for this analysis). In addition, approximately 230 haul truck trips would be needed to transport spoils from the project site and approximately 330 truck trips to transport ESRP construction materials to the project site.

Emissions from tugboats that would steer barges and work skiffs were estimated using marine diesel and gasoline engine emission factors, respectively, from the U.S. Environmental Protection Agency (U.S. EPA). The average daily emissions were calculated by adding the

emissions from all the construction phases and dividing the total by the number of construction workdays (after taking into account any overlapping of phases).

With mitigation and implementation of the referenced best management practices, project emissions would not exceed BAAQMD significance thresholds and adequate fugitive dust reduction measures would be implemented consistent with BAAQMD's BMPs, and potential impacts related to the project's individual emissions would be reduced to **less than significant**.

Biological Resources

Special-Status Wildlife

Western Burrowing Owl

Construction-related impacts to western burrowing owls would primarily include crushing burrows in use by owls for either breeding or wintering. In addition, noise, vibration, increased vehicular traffic and human presence during demolition activities, project staging and access could result in nest failure (disturbance, avoidance, or abandonment that leads to unsuccessful reproduction), or cause flight behavior that exposes an adult or its young to predators during the breeding season. These activities could also cause wintering birds to flush, expending energy or interrupting foraging and roosting, and potentially exposing an owl to predators. These will be significant impacts. Implementation of Mitigation Measure BIO-1, Avoidance and Minimization of Impacts to Western Burrowing Owl, would mitigate potential impacts to burrowing owls to a **less-than-significant level**.

Special-Status Bats

Impacts to special-status bats could occur if building demolition were to occur during periods of winter torpor; any bats present would likely not survive the disturbance. Disturbance to maternity roosts could impact survival of young. These disturbances would be a significant impact. Implementation of Mitigation Measure BIO-2, Avoidance and Minimization of Impacts to Roosting Bats, would reduce this impact to a **less-than-significant level**.

Special-Status Plants

Suisun marsh aster has not been confirmed in the project area, though potential habitat that could support this species occurs on-site. Construction-related impacts to Suisun marsh aster could occur due to vegetation removal activities within and adjacent to rip-rap; damage during removal of railroad remnants, steel holding tank, concrete box or utilities and pipes, which are located in or on rip-rap; or direct crushing by materials or vehicles using the potential staging areas and roads adjacent to rip-rap. Implementation of Mitigation Measure BIO-3, Avoidance and Minimization of Impacts to Special-Status Plants, would reduce this impact to a **less-than-significant level**.

Marine Mammals

Hydroacoustic Impacts

- Vibratory hammers may be required to remove creosote-contaminated piles. Use of a vibratory hammer has the potential to generate increased underwater sound levels that are dangerous to aquatic species, marine mammals in particular.

- Vibratory pile drivers work on a different principal than impact pile-driving hammers and therein produce a different sound profile. A vibratory driver works by inducing particle motion to the substrate immediately below and around the pile, causing liquefaction of the immediately adjacent sediment, allowing the pile to be removed. While vibratory pile driving typically generates sound profiles 10-20 decibels (dB) lower in intensity, relative to impact hammers, noise generated from these activities can have deleterious effects on marine mammals. As such, the National Oceanic and Atmospheric Association enforces underwater noise thresholds to prevent such an impact.
- If vibratory hammers are used to remove piles, Mitigation Measure BIO-4 will be implemented to ensure hydroacoustic impacts on marine mammals occur at **less-than-significant levels**.

“Waters of the United States” are defined in the Code of Federal Regulations (33 CFR 328.3[a]; 40 CFR 230.3[s]) as rivers, streams, mud flats, sand flats, wetlands, sloughs, prairie potholes, wet meadows, playa lakes, or natural ponds, the use, degradation, or destruction of which could affect interstate or foreign commerce including any such waters.

Potentially jurisdictional features within the project study area that could be affected by the project include a freshwater seep and tidal waters. The freshwater seep which is located at the eastern edge of a potential staging area in the northern portion of the site, could be adversely affected by vehicles or placement of equipment or materials; however, implementation of Mitigation Measure BIO-5, Avoid Impacts to Terrestrial Wetlands, will reduce this impact to a **less-than-significant level**. **Tribal Cultural Resources**

As a result of archival review, field survey, distribution of nearby archaeological sites, and the geologic and environmental setting, the archaeological sensitivity of the project site is considered low. While unlikely, given the general sensitivity of the project vicinity, the inadvertent discovery of redeposited archaeological resources cannot be entirely discounted, including in areas of artificial fill. Impacts to archaeological resources would be potentially significant. In the event that archaeological resources are encountered during ground disturbing activities, Mitigation Measure CUL-1, Inadvertent Discovery of Archaeological Resource, will reduce impacts to a less-than-significant level. If prehistoric or historic-era archaeological resources are encountered by construction personnel during project implementation, all construction activities within 100 feet shall halt until a qualified archaeologist, defined as one meeting the Secretary of the Interior’s Professional Qualification Standards for archaeology, can assess the significance of the find.

There is no indication that the project site has been used for burial purposes in the recent or distant past. While unlikely, the inadvertent discovery of redeposited human remains cannot be entirely discounted, including in areas of artificial fill. Impacts to human remains would be potentially significant. In the event that human remains are encountered during ground disturbing activities, Mitigation Measure CUL-2, Inadvertent Discovery of Human Remains, will reduce impacts to a **less-than-significant level**.

Noise

Noise Reduction Techniques for Equipment Used in Nighttime Construction Activity will reduce this impact to a less-than-significant level. With mitigation, project construction will not

result in the generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies. Therefore, construction-related impacts would be **less than significant with mitigation**.

There will be no permanent project components added to the environment with the ability to produce noise. Therefore, no operational impact would occur.

Less than Significant with Mitigation. As described in the preceding sections, the project has the potential to cause significant impacts related to aesthetics, air quality, biological resources, cultural resources, tribal cultural resources, and noise. Mitigation measures have been identified that would reduce these impacts to less-than-significant levels. Overall, the project has limited impacts on the physical environment and most of the impacts associated with implementation of the project would occur during construction and would be short-term.

All mitigation measures proposed by the MND are contained in the Mitigation Monitoring and Reporting Program for the Project (Exhibit 5).

Staff has independently evaluated the MND and MMRP and concurs that there is no substantial evidence that the proposed project will have a significant effect on the environment. Staff therefore recommends that the Authority find that the project as mitigated avoids, reduces or mitigates the possible significant environmental effects to less than significant and that there is no substantial evidence that the project will have a significant effect on the environment.

Upon approval of the project, staff will file a Notice of Determination.