

RICHMOND, CALIFORNIA, July 7, 2020

The Richmond City Council Evening Open Session was called to order at 5:01 p.m. by Mayor Thomas K. Butt via teleconference.

CORONAVIRUS DISEASE (COVID-19) ADVISORY

Due to the coronavirus (COVID-19) pandemic, Contra Costa County and Governor Gavin Newsom have issued multiple orders requiring sheltering in place, social distancing, and reduction of person-to-person contact. Accordingly, Governor Gavin Newsom has issued executive orders that allow cities to hold public meetings via teleconferencing. Both <https://www.coronavirus.cchealth.org/> and <http://www.ci.richmond.ca.us/3914/Richmond-Coronavirus-Info> provide updated coronavirus information.

DUE TO THE SHELTER IN PLACE ORDERS, attendance at the City of Richmond City Council meeting was limited to Councilmembers, essential City of Richmond staff, and members of the news media. Public comment was confined to items appearing on the agenda and was limited to the methods provided below. Consistent with Executive Order N-29-20, this meeting utilized teleconferencing only. The following provides information on how the public participated in the meeting.

The public was able to view the meeting from home on KCRT – Comcast Channel 28 or AT&T Uverse Channel 99, or live-streamed online at <http://www.ci.richmond.ca.us/3178/KCRT-Live>.

Written public comments were received via email and eComment. Comments received by 3:00 p.m. on July 7, 2020, were put into the record and considered before Council action and were submitted by email to cityclerkdept@ci.richmond.ca.us. Comments received via email during the meeting and up until the public comment period on the relevant agenda item closed, were read into the record. Comments were also received via telephone during the public comment period.

Attached herewith all written public comments received.

ROLL CALL

Present: Councilmembers Ben Choi, Demnlus Johnson III, Eduardo Martinez, Jael Myrick, and Mayor Thomas K. Butt.
Absent: Councilmember Melvin Willis was absent the entire meeting. Vice Mayor Bates joined the meeting after adjourning to closed session.

PUBLIC COMMENT

The city clerk announced that the purpose of the Open Session was for the City Council to hear public comments on the following items to be discussed in Closed Session:

CITY COUNCIL

PUBLIC EMPLOYEE APPOINTMENT (Government Code Section 54957.6):

Title: City Attorney

CONFERENCE WITH REAL PROPERTY
NEGOTIATOR (Government Code Section 54956.8):

Property: Pt Molate
Agency negotiators: Laura Snideman
Negotiating parties: Winehaven Legacy LLC (SunCal)
Under negotiations: price and terms of payment

CONFERENCE WITH LABOR NEGOTIATORS
(Government Code Section 54957.6):

Agency Representatives: Jack Hughes
Employee organizations:
1. SEIU Local 1021 Full Time Unit
2. SEIU Local 1021 Part Time Unit
3. IFPTE Local 21 Mid-Level Management Unit
4. IFPTE Local 21 Executive Management Unit
5. Richmond Police Officers Association RPOA
6. Richmond Police Management Association RPMA
7. IAFF Local 188
8. Richmond Fire Management Association RFMA

The following individuals gave comments regarding the Point Molate property negotiations via telephone: Gayle McLaughlin and Tarnell Abbott.

The Open Session adjourned to Closed Session at 5:09 p.m.
Closed Session adjourned at 6:40 p.m.

The Regular Meeting of the Richmond City Council was called to order at 6:42 p.m. by Mayor Butt via teleconference.

ROLL CALL

Present: Councilmembers Choi, Johnson III, Martinez, Myrick, Vice Mayor Bates, and Mayor Butt. **Absent:** Councilmember Willis was absent the entire meeting.

STATEMENT OF CONFLICT OF INTEREST

None.

AGENDA REVIEW

Items G-2, G-3, G-9, and G-10 were removed from the Consent Calendar to be discussed at the end of the agenda.

REPORT FROM THE CITY ATTORNEY ON FINAL DECISIONS MADE DURING CLOSED SESSION

Acting City Attorney Rachel Sommovilla stated there were no reportable actions.

REPORT FROM THE CITY MANAGER

City Manager Laura Snideman introduced Supervisor John Gioia and County Behavioral Health Director Suzanne Tavano who presented a PowerPoint, which highlighted the following: West County children and adults programs and services; alcohol and other drug services; Medi-cal; expanded housing; prevention and early prevention; Mental Health Evaluation Team (MHET); Mobile Crisis Response Team (MCRT); Psychiatric Emergency Response Team

(PERT); and Crisis Assistance Helping Out On The Streets (CAHOOTS).

OPEN FORUM FOR PUBLIC COMMENT

The following individuals submitted the following comments via email or telephone:

Tarnell Abbott thanked the City for allowing library service delivery. For further information regarding book pick up and movie rental call a reference librarian at 510-620-6561.

Mike Parker expressed support for the Schools and Communities First Initiative on the November 2020 ballot. Mr. Parker also gave comments regarding political contributions made to Councilmember Johnson III by the Richmond Police Officers Association.

Ms. Dandie gave comments regarding mental health services and asked how members of the Black community were being served.

Dorothy Gilbert and Deborah Bayer gave comments regarding SunCal and in opposition of the sale of Point Molate.

Vice Mayor Bates apologized for his behavior at the last City Council meeting.

CITY COUNCIL CONSENT CALENDAR

On motion of Councilmember Johnson III, seconded by Councilmember Myrick, the items marked with an (*) were approved by the unanimous vote of the City Council:

***G-1.** Approved a contract amendment no. 5 with Wood Environment & Infrastructure Solutions, Inc. to increase the contract by \$200,000, for an amount not to exceed \$752, 550 through December 31, 2022, to continue to provide data and technical documentation needed to complete the remedial design in compliance with the RWQCB's clean-up order to be paid for using remediation funds resulting from a Settlement Agreement with past industrial tenants.

G-2. The matter to approve the third amendment to the legal services agreement with Downey Brand LLP to represent the City as California Environmental Quality Act (CEQA) counsel for the Point Molate project, to increase the payment limit by \$300,000 with a total payment limit of \$900,000 to be paid with funds deposited by the master developer was presented by Interim City Attorney Rachel Sommovilla. Tarnell Abbott and Gayle McLaughlin gave comments via telephone and e-mail. A motion made by Vice Mayor Bates, seconded by Councilmember Johnson III, approved the item by the following vote: **Ayes:** Councilmembers Choi, Johnson III, Martinez, Myrick, Vice Mayor Bates, and Mayor Butt. **Noes:** None. **Absent:** Councilmember Willis. **Abstain:** None.

G-3. The matter to approve a five-year Lease Agreement with Nematode Holdings, LLC. and the Port of Richmond for Terminal 4, sub-leasing for general equipment storage and other waterfront uses and caretaker services was presented by Port Director Jim Matzorkis. The following individuals gave comments by telephone or e-mail: Jim Hanson, Sally Tobin, and Bruce Beyaert. Discussion ensued. A motion was made by Vice Mayor

Bates, seconded by Councilmember Myrick, to approve the item. A substitute motion was made by Councilmember Martinez, to approve the deal with the stipulation that it go out to bid. The motion died for lack of a second. The original motion passed by the following vote: **Ayes:** Councilmembers Choi, Johnson III, Myrick, Vice Mayor Bates, and Mayor Butt. **Noes:** Councilmember Martinez. **Absent:** Councilmember Willis. **Abstain:** None.

***G-4.** Approved a sole-source contract amendment with Forensic Analytical Consulting Services, Inc. to perform thorough safety assessments of City facilities, increasing the contract by \$40,000, for a total amount not to exceed \$50,000 through September 30, 2020.

***G-5.** Adopted **Ordinance No. 15-20**, establishing wages, salaries and compensation for the classifications represented by IFPTE Local 21 Mid-Managers Association in the City's classified service providing for a one-time lump sum payment in the amount of \$1000 (minus applicable payroll deductions), an increase in the safety footwear allowance from \$125 to \$300 for those required to wear safety footwear, and a change in the bilingual pay from 2% of salary to a flat \$200.00 per month for those employees receiving bilingual pay.

***G-6.** Approved an agreement with ChargePoint, Inc. to renew the network cloud service and warranty coverage for city owned electric vehicle charging stations. The contract term is July 7, 2020 to June 30, 2021 with four one-year renewal options, not to exceed a total contract amount of \$ 34,970.

***G-7.** Approved a grant-funded contract with Net Electric, Inc. for the installation and servicing of electric vehicle charging stations at the Port, Ferry, and Bayview Library facilities. The contract term is June 5, 2020, to December 1, 2020, in an amount not to exceed \$52,000.

***G-8.** Received the City's Investment and Cash Balance Report for the month of May 2020.

G-9. The matter to adopt a resolution awarding a contract directly to Bayhawk Construction for the sanitary sewer pipeline repairs as listed in the 2017-19 Risk Assessment Analysis (RAA) Clean-up Proposal Project list in an amount not to exceed \$393,560 (Project cost of \$339,650 plus 10% contingency of \$33,960) was presented by Public Works Director Yader Bermudez, Assistant City Attorney Everett Jenkins, and outside counsel, Erin Friday. Discussion ensued. The following individuals gave comments via telephone: Garrett Dillon, Laura Pagano, and Leisa Johnson. A motion by Councilmember Myrick, seconded by Councilmember Choi, to approve the item, failed by the following vote: **Ayes:** Councilmembers Choi, Johnson III, and Myrick. **Noes:** Councilmember Martinez and Mayor Butt. **Absent:** Councilmember Willis. **Abstain:** Vice Mayor Bates. The matter was continued for further discussion to the July 7, 2020, City Council meeting.

G-10. The matter to adopt a resolution proclaiming a local emergency due to the imminent failure of the North Richmond Pump Station and the urgent need to replace the four existing pumps and pertinent equipment in order to prevent flooding of North Richmond community; approve the Amendment to the Joint Exercise of Powers Agreement (JEPA) between Contra Costa and

the City of Richmond and its allocation of costs for the replacement of the four pumps of the North Richmond Pump Station; approve a contract with Peterson Power to provide emergency repair for an amount not to exceed \$883,315 (Project cost of \$768,100 plus a 15% contingency cost of \$115,215) was presented by Environmental Services Manager Joanne Le. Leisa Johnson gave comments via telephone. A motion by Councilmember Martinez, seconded by Councilmember Choi, approved the item by the following vote: **Ayes:** Councilmembers Choi, Johnson III, Martinez, Myrick, Vice Mayor Bates, and Mayor Butt. **Noes:** None. **Absent:** Councilmember Willis. **Abstain:** None.

***G-11.** Adopted **Resolution No. 73-20**, allowing the City of Richmond to levy the property tax rolls of property owners subject to assessment under the Downtown Richmond Property and Business Improvement District (DRPBID) on the annual 2020-2021 property tax rolls.

***G-12.** Adopted **Ordinance No. 16-20**, amending Chapter 2.43 of the Richmond Municipal Code to require that the City Council first appropriate and allocate funds as part of the adoption of the City's annual budget funds prior to awarding public matching funds for campaigns under the provisions of the ordinance, and reducing the total amount of matching funds from \$25,000 to \$12,500 per qualified candidate.

PUBLIC HEARINGS

H-1. The matter to introduce an ordinance establishing certain fees for the proposed Master Fee Schedule was presented by Revenue Manager Antonio Banuelos. This item was continued from the June 30, 2020, meeting. Discussion ensued. The Council requested a report of sales tax revenue directly associated with the cannabis businesses in order to identify the amount of revenue the city received. Mayor Butt declared the public hearing open. Leisa Johnson gave comments. Mayor Butt closed the public hearing. A motion by Councilmember Myrick, seconded by Councilmember Choi, introduced said ordinance by the following vote: **Ayes:** Councilmembers Choi, Johnson III, Martinez, Myrick, Vice Mayor Bates, and Mayor Butt. **Noes:** None. **Absent:** Councilmember Willis. **Abstain:** None.

REPORTS OF OFFICERS: REFERRALS TO STAFF, AND GENERAL REPORTS (INCLUDING AB 1234 REPORTS)

City Clerk, Pamela Christian announced that the candidate filing period for the November 3, 2020, election began on Monday, July 13, 2020, through August 7, 2020. All candidates, including incumbents, must schedule an appointment with the City Clerk's Office at 510-620-6513, ext. 9 or at cityclerkdept@ci.richmond.ca.us, between the hours of 8:30 a.m. and 5:00 p.m. to receive a nomination packet. Face masks and physical distancing were enforced.

ADJOURNMENT

There being no further business, the meeting adjourned at 9:11 p.m., in memory of former school board member Randy Enos, to meet again on Tuesday, July 21, 2020, at 6:30 p.m.

Clerk of the City of Richmond

(SEAL)

Approved:

Mayor

Sabrina Lundy

From: Cordell Hindler <cordellhindler@ymail.com>
Sent: Thursday, July 02, 2020 10:03 PM
To: City Clerk Dept
Subject: PUBLIC COMMENT BEFORE CLOSED SESSION

hello Sabrina, i have something to add before Closed Session, the City Attorney has to have the qualities that the council is looking:

has experience in Representing the city in court hearings

has a good sense of humor

sincerely
Cordell

Sabrina Lundy

From: Jeannette Kortz <jeannekortz@gmail.com>
Sent: Sunday, July 05, 2020 5:20 PM
To: Ben Choi; Eduardo Martinez; Melvin Willis; Nat Bates; Demnlus Johnson; Jael Myrick
Cc: Irene Perdomo; Lina Velasco; City Clerk Dept
Subject: My Comments for Closed Session/ July 7, 2020-Negotiations for Price andTerms of Payment for Point Molate

Dear City Council,

The sale of Point Molate for construction of an exclusive housing enclave is driven by an illegal settlement deal voted on behind closed doors. The City was legally required to vote in public because housing was included in the settlement. The closed-door vote was “backdoor” zoning.

I request that you:

- 1) Suspend negotiations until the legal suit against the City for their Brown Act violation for voting behind closed doors is heard and judged in Federal Court. If the City loses in court, the time and money spent now will be wasted;**
- 2) Publish the financial analysis of the SunCal project and hold a Council Study Session to explain how the City will protect the General Fund against the projected \$3 million to \$5 million dollar General Fund yearly cost for required city services for the SunCal project, and other financial risks to the City;**
- 3) Suspend negotiations until the public can participate in the review and decision making process for Point Molate; and**
- 4) Suspend negotiations until the he City has consulted with the Ohlone on the protections needed for the Ohlone sacred Shellmounds at Point Molate.**

Thank you for your time.

Sincerely,

**Jeanne Kortz
Richmond Resident**

Sabrina Lundy

From: Kat Reeve <kat.hathaway.designs@gmail.com>
Sent: Monday, July 06, 2020 6:38 PM
To: City Clerk Dept
Subject: Open Forum for Public Comment-- Closed Session

Point Molate is a beautiful, peaceful area and one of the very few areas of the bay near us that is shallow enough to swim, wade and safely paddle. Every time I go to Pt Molate I see families picnicing, elderly people walking down the beach, children splashing in the water and folks paddling around in kayaks. Part of justice in our community is community access to natural outdoor spaces. It is unconscionable that the city of Richmond is attempting to sell Pt Molate in a closed door session. I demand that the city suspend negotiations until legal suit against the City for their Brown Act violation for voting behind closed doors is heard and judged in Federal Court. The city should also suspend negotiations until the community can be involved.

Sabrina Lundy

From: Linda Kaiser <lwkaiser@msn.com>
Sent: Tuesday, July 07, 2020 1:01 PM
To: City Clerk Dept
Cc: Tom Butt - external; Ben Choi; Demnlus Johnson; Nat Bates; Jael Myrick; Eduardo Martinez; Melvin Willis; Laura Snideman; Lina Velasco
Subject: public comments – Closed Session

Dear City Council Members,

I have deep concerns about both the process and the potential harmful impact of the planned sale of public land at Point Molate. The sale, from my estimation, proposes an outsized housing project that will benefit the few. Meanwhile, we the many lose our access to rare, precious (and sacred) undeveloped public shoreline AND foot the bill for a public works and safety boondoggle.

It has been pointed out and I do believe that the sale of Point Molate for construction of an exclusive housing enclave has been driven by an illegal settlement deal voted using "backdoor zoning." The city was legally required to vote in public because housing was included in the settlement. Also, if the city has not yet settled the Brown Act violation suit for its actions, it is a waste of taxpayer money to be entertaining this sale at this time. The fact that buyers would consider moving forward on a deal with a lawsuit pending seems to be an indication of the sweet deal being offered them -- at our expense.

To my knowledge, the city has not yet explained to the public the financials of the millions of dollars the general fund will have to provide on an ongoing basis to ensure services to a large housing development on such a remote piece of property. The size of the development proposed combined with the challenges to access and egress during emergency situations make the whole plan something that I don't want to be involved in. As a Richmond homeowner and taxpayer, I will be forced to participate what could very well become a fiscal nightmare on top of an environmental disaster, all the while taking one of the most beautiful public lands from common people like me, who could never afford to own one of the houses with a view that I would be in essence subsidizing.

The limits of the ability of the public, particularly those who are not monied and lawyered up, to comment openly discuss this sale of their, the public's, land during a pandemic make this the wrong time to make this irrevocable decision. I ask that the Council suspend negotiations until the public can fully participate in the review and decision-making process for Pt Molate.

Thank you for your attention.

Linda W. Kaiser
Richmond Homeowner and Taxpayer

Sabrina Lundy

From: Lisa Park <lpark@sonic.net>
Sent: Tuesday, July 07, 2020 12:56 PM
To: City Clerk Dept
Subject: Closed Session, July 7, 2020: Point Molate

Send To: cityclerkdept@ci.richmond.ca.us

Subject: Closed Session, July 7, 2020: Point Molate

Dear Mayor and City Councilmembers,

The sale of Pt Molate for construction of an exclusive housing enclave is driven by an illegal settlement deal voted on behind closed doors. The City was legally required to vote in public because housing was included in the settlement. The closed-door vote was “backdoor” zoning.

In the public interest, please suspend negotiations until the legal suit against the City for the Brown Act violation for voting behind closed doors is heard and judged in Federal Court. If the City loses in court, the time and money spent now may be wasted.

Also, it is important to suspend negotiations until the City has consulted with the Ohlone on the protections needed for the Ohlone sacred Shellmounds at Pt Molate.

Thank you for publishing a financial analysis of the SunCal project. Again, please suspend the negotiations until the public and Hatch have had time to respond to the SunCal’s financial study and the merits of each study can be publicly debated. It is still not clear that SunCal’s proposed project will not cost Richmond’s General Fund \$3-5 million dollars each year for required city services and whether the City is protected against other financial risks. SunCal’s financial study will protect their bottom line, not the public interest.

It is also important to suspend negotiations until the public can participate in the review and decision making process for Pt Molate. COVID-19 has severely limited public participation in City meetings, and the City’s online system is not accessible to all. Even those who can logon have difficulty hearing the meetings, calling-in, and having their comments read.

Sincerely,

Lisa Park

5626 Bayview Avenue

Richmond, CA 94804

Sabrina Lundy

From: Matt Duckworth <bookfish08@gmail.com>
Sent: Tuesday, July 07, 2020 12:56 PM
To: City Clerk Dept
Subject: Closed Session: Pt. Molate

Dear Mayor and City Councilmembers,

The sale of Pt Molate for construction of an exclusive housing enclave is driven by an illegal settlement deal voted on behind closed doors. The City was legally required to vote in public because housing was included in the settlement. The closed-door vote was “backdoor” zoning.

In the public interest, please suspend negotiations until the legal suit against the City for the Brown Act violation for voting behind closed doors is heard and judged in Federal Court. If the City loses in court, the time and money spent now may be wasted.

Also, it is important to suspend negotiations until the City has consulted with the Ohlone on the protections needed for the Ohlone sacred Shellmounds at Pt Molate.

Thank you for publishing a financial analysis of the SunCal project. Again, please suspend the negotiations until the public and Hatch have had time to respond to the SunCal’s financial study and the merits of each study can be publicly debated. It is still not clear that SunCal’s proposed project will not cost Richmond’s General Fund \$3-5 million dollars each year for required city services and whether the City is protected against other financial risks. SunCal’s financial study will protect their bottom line, not the public interest.

It is also important to suspend negotiations until the public can participate in the review and decision making process for Pt Molate. COVID-19 has severely limited public participation in City meetings, and the City’s online system is not accessible to all. Even those who can logon have difficulty hearing the meetings, calling-in, and having their comments read.

Sincerely,

Matthew Duckworth
Richmond Resident for decades

Sabrina Lundy

From: Rachel Findley <rafindley@earthlink.net>
Sent: Monday, July 06, 2020 8:56 AM
To: City Clerk Dept
Subject: open forum for public comments- not on the agenda CLOSED SESSION ON SALE OF POINT MOLATE

Regarding the sale of Point Molate final negotiations:

Do not sell Point Molate to SunCal. Do not sell the people of Richmond short. Keep your eyes on the long-term prize, hold on.

1. This is not a good time to start a development project whose time has passed. People are moving out of the Bay Area. As tech workers move to less-expensive places to work from home, developers may be less eager to build upscale housing, and more interested in housing for ordinary people. Find a way to use the public property in a way that is more sustainable in the long term.

2. If the publicly-owned Point Molate is to be developed, it must be done in a way that serves the long-term interests of the people of Richmond.

There is not much undeveloped waterside area in the Bay Area, and its value, both as recreational use for citizens and as housing, will rise, even as the demand for upscale housing drops.

Create open park land; build housing for all people; consider long-term sustainability as part of whatever use is made of the land.

3. Do not sell the public property on the cheap. Keep eyes on our long-term interests.

4. On an even longer term, consider the input from the Ohlone people from whom this land was taken. People have lived here for many generations, and will live here after we too are gone.

Sabrina Lundy

From: Cordell Hindler <cordellhindler@ymail.com>
Sent: Thursday, July 02, 2020 10:11 PM
To: City Clerk Dept
Subject: OPEN FORUM FOR PUBLIC COMMENT

hello Sabrina, i have a couple of comments to put into the Record

1. it is inappropriate to have Council Members removed items off consent calendar without talking to city staff who knows more about the item if a member of the public can communicate with city staff on an item, so can the council members.
2. on the last Tuesday in September, Andy Katz would make a presentation in regarding the needs of a full fledged hospital in West County.

sincerely
Cordell

Sabrina Lundy

From: Al M <alix.mazuet@gmail.com>
Sent: Monday, July 06, 2020 5:46 PM
To: City Clerk Dept
Subject: City Council Meeting, July 6, 2020, Public Comments: Item G-10

Dear City Council:

As Mayor of Richmond and City Councilmembers, you FORCED the more financially-challenged neighborhoods in Richmond to pay for the latest sewer rates increase under Veolia's contract, completely disregarding your people's opposition and request for a transparent democratic process by which all financial actors be held accountable, so that the financialization of public utilities not turn our public water infrastructure into a wealth extraction machine that only serves the very few.

Now, you want us to believe that you are doing your best to avoid that we do not get Sewer System Overflows (SSO) next rainy season.

Where did the money WE have been forced to pay for by way of all recent and past sewer rates increases and numerous bonds go?

The repairs stipulated in Item G-10 should have been done and paid for long ago.

The latest "Emergency Justification" you signed with Petersen Power has a deadline for procuring emergency services prior October 2020. As you very well know, the rainy season begins before October. With delays that are very common in utilities work projects, the Richmond residents affected by this Sewer System Overflow are thus at great risk of being flooded and living this horrible sewer overflow.

Most of that drainage area is unincorporated, so County Flood Control pays for most of the costs. The City isn't technically responsible for the stormwater in the unincorporated part of that drainage, BUT the City is a partner in that pump station. Therefore, the City must take responsibility for any sewage overflow within its city limits.

About 60% of Richmond residents are served by Veolia through the Richmond Municipal Waste Water District, including its poorest neighborhoods in the flats.

EBMUD collects storm water fees from other neighborhoods and districts, but the burden of the inadequacy of the sewer system during the rainy season then falls on these financially-challenged neighborhoods.

Stop making financially-challenged neighborhoods pay for Richmond's rich trash! Stop taking advantage of decent, honorable working people. You are already making them pay over a third more than you make other Richmond neighborhoods pay for sewer and wastewater service.

Have the repairs of those four pumps completed, FOR SURE, BEFORE October 2020. AND hold Petersen Power accountable: make sure the repairs are done in time, correctly, in a durable, environmentally safe manner.

Best regards,

Sabrina Lundy

From: Jeannette Kortz <jeannekortz@gmail.com>
Sent: Sunday, July 05, 2020 5:55 PM
To: Ben Choi; Eduardo Martinez; Melvin Willis; Nat Bates; Demnlus Johnson; Jael Myrick
Cc: Irene Perdomo; Lina Velasco; City Clerk Dept
Subject: Consent Calendar ItemG-2

Consent Calendar Item G-2: The third amendment to the legal services agreement with Downey Brand, LLC to represent the City as California Environmental Quality Act (CEQA) counsel for the Point Molate project, to increase the payment limit by \$300,000 with a total payment limit of \$900,00 to be paid with funds deposited by the master developer.

Dear City Council Members,

First point, \$300,000 for the hiring of this law firm will be deducted from the sale price of Point Molate.

Second point, I find it absolutely deplorable that the City is negotiating a contract with a law firm that fights environmental organizations, environmental law, and environmental regulations. Really? It's come to this? It's shameful! Downey Brand, LLC is one of the top law firms in the state that specializes in fighting environmental regulations.

Why is the City investing in a top law firm to fight environmental, traffic and safety expert testimony about the negative impacts of SunCal's plan? Please vote against the contract with this Trumpian law firm.

Our money will be better spent on scientists and engineers who can work with the City and SunCal to design a plan for Point Molate that protects its rare habitats and addresses the traffic and safety issues in SunCal's plan.

The City should first publish the in-depth expert accounts of the environmental, traffic and safety dangers of SunCal's plan before the City Council votes on an additional \$300,000 for this law firm (total of \$900,000) for Downey Brand LL to find ways around and fight state and federal regulations. Here are a few of those accounts:

Multiple organizations and individuals responded to the inadequate DSEIR (Draft Subsequent Environmental Impact Report) prepared for the "Point Molate Mixed-Use Development Project" before the April 30, 2020 deadline. Read their responses below:

- [Point Molate Alliance](#)
- [Attorney Flashman comments on behalf of CESP, SPRAWLDEF and Point Molate Alliance](#)
- [Citizens for East Shore Parks](#)
- [Sierra Club San Francisco Bay Chapter](#)
- [Sally Tobin, CESP Board Member](#)
- [Tony Brake, Avian Specialist](#)
- – [Appendices: Birds of Point Molate San Pablo Peninsula, Map of Osprey Nests](#)
- [Golden Hour Restoration Institute](#)
- [Jeff Kilbreth, Former Planning Commissioner](#)

- **Paul Carman**

Again, it is shameful that the City is considering hiring this law firm. How embarrassing this is for our City.

Thank you for your time.

Sincerely,

Jeanne Kortz
Richmond Resident

Sabrina Lundy

From: Jeannette Kortz <jeannekortz@gmail.com>
Sent: Monday, July 06, 2020 12:56 PM
To: Eduardo Martinez; Melvin Willis; Jael Myrick; Demnlus Johnson; Ben Choi; Nat Bates
Cc: City Clerk Dept; Irene Perdomo; Lina Velasco
Subject: Consent Calendar, Item G-3

Dear City Council,

I am writing this email in regard to Consent Calendar, Item G-3, for a five-year lease agreement with Nematode LLC (Bobby Winston) and the Port of Richmond, Terminal 4.

Why is this not going out to bid to select the best possible vendors? What qualifications does Bobby Winston have? He is not a licensed property manager. Why is he being considered? Bobby Winston is a fundraiser for Mayor Butt. Is this his "qualification"?

Mark Howe, President of MSH Group, gave information to the City about Bobby Winston's Point Molate leasing operation not meeting Point Molate's income potential. Why would the City want Bobby Winston to manage a leasing operation for another valuable public asset, Terminal 4?

The City should put a call for licensed, professional property managers that would bring the best income potential for this site. It is unconscionable that this kind of nepotism still goes on in this City.

Thank you for your time.

Sincerely,

Jeanne Kortz
Richmond Resident

Sabrina Lundy

From: Matt Duckworth <bookfish08@gmail.com>
Sent: Tuesday, July 07, 2020 1:00 PM
To: City Clerk Dept
Subject: Consent Calendar Item, G-2

Dear Mayor and Council Members,

I am writing to ask you to vote against the Downey Brand, LLC contract.

The additional \$300,000, now up to \$900,000, for Downey Brand, LLC legal services will be deducted from the sale price of Point Molate.

Downey Brand, LLC is one of the top law firms in the state that specializes in fighting environmental and other state and federal regulations. One of City's stated reasons for the \$300,000 increase is the number of public comments on the Draft Environmental Impact Report for SunCal's plan. Though not stated by the City, hiring a law top law firm to defend the Environmental Impact Report for SunCal's speaks to the quality as well as the quantity of expert and public comments on the Environmental Impact Report.

Should the City invest in a top law firm to fight environmental, traffic and safety expert testimony, and testimony by their own residents, about the negative impacts of SunCal's plan?

Wouldn't our money be better spent on scientists and engineers working to help the City and SunCal design a plan for Pt. Molate that protects its rare upland habitats — already 98% destroyed on the CA coast —, and eelgrass meadows vital to the health of our commercial fisheries and marine life in our Bay, and address the traffic and safety issues in SunCal's plan? This, instead of hiring Downey Brand, LLC, to fight scientists, engineers, your own residents and state and federal regulations to increase developer profits?

If you approve the Downey Brand, LLC contract, you will be paying them to discredit scientists and engineers and local residents and find ways around and fight state and federal regulations.

Please read and publish the in-depth expert accounts of the environmental, traffic and safety dangers of SunCal's plan before voting on an additional \$300,000, up to \$900,000, for Downey Brand, LLC.

Here are just a few expert comments on the Environmental Impact Report for SunCal's proposal:
<http://ptmolatealliance.org/2020-public-comments-on-dseir/>

Sincerely,

Matthew Duckworth
Richmond resident for decades

(I grew up in San Pablo for the first 20 years of my life, so I've always been a neighbor.
My father was a Richmond Police Officer for thirty years also.)

Sabrina Lundy

From: Pam Stello <pamstello@gmail.com>
Sent: Tuesday, July 07, 2020 2:47 PM
To: Ben Choi; City Clerk Dept; Eduardo Martinez; Melvin Willis; demnlus johnson; Jael Myrick; Laura Snideman; Nat Bates
Subject: Consent Calendar Item, G-2

Dear Mayor and Council Members,

I am writing to ask you to vote against the Downey Brand, LLC contract.

Downey Brand, LLC is one of the top law firms in the state that **specializes in fighting environmental and other state and federal regulations**. One of the City's stated reasons for the \$300,000 increase is the number of public comments on the Draft Environmental Impact Report for SunCal's plan. Though not stated by the City, hiring a law top law firm to defend the Environmental Impact Report for SunCal's plan speaks to the quality as well as the quantity of expert and public comments on the Environmental Impact Report.

Should the City invest in a top law firm to fight environmental, traffic and safety expert testimony, and testimony by their own residents, about the negative impacts of SunCal's plan?

Wouldn't our money (the money will ultimately be deducted from the selling price of Pt Molate) be better spent on scientists and engineers working to help the City and SunCal design a plan for Pt. Molate that protects its rare upland habitats — already 98% destroyed on the CA coast —, and eelgrass meadows vital to the health of our commercial fisheries and marine life in our Bay, and address the traffic and safety issues in SunCal's plan? This, instead of hiring Downey Brand to fight scientists, engineers, your own residents and state and federal regulations to increase developer profits?

Please read and publish the in-depth expert accounts of the environmental, traffic and safety dangers of SunCal's plan before voting on an additional \$300,000, up to \$900,000, for Downey Brand, LLC.

Here are just a few expert comments on the Environmental Impact Report for SunCal's proposal:
<http://ptmolatealliance.org/2020-public-comments-on-dseir/>

Sincerely,

Pam Stello
Richmond Resident

Sabrina Lundy

From: Lisa Park <lpark@sonic.net>
Sent: Tuesday, July 07, 2020 1:00 PM
To: City Clerk Dept
Subject: July 7, 2020 Consent Calendar Item, G3

Send To: cityclerkdept@ci.richmond.ca.us

Subject: July 7, 2020 Consent Calendar Item, G3

Dear Mayor and City Councilmembers,

Terminal 4 is an incredible public asset north of Pt Molate at the tip of the headland.

Bobby Winston, a friend and fund-raiser for the Mayor as well as proprietor of Nematode Holdings, LLC, was sole-sourced as the (sub)-leasing manager for Pt. Molate several years ago. Bobby Winston is not a licensed property or leasing manager. According to the presentation Mark Howe, President of MSH Group, gave to the City Council about the leasing income potential of Pt. Molate, Bobby Winston's Pt. Molate leasing operation has not met Pt Molate's income potential. Why would the City want Bobby Winston to manage the leasing operation for another valuable public asset, Terminal 4?

Why did this position not go out to bid?

Given the City's deficit and in the interest of good governance, transparency and the public interest, shouldn't the City distribute a request for qualifications, specifications, and a public bidding process to select the best possible vendors, i.e. qualifications, experience, cost to the City, potential revenue generating for the City?

Jim Matzorkis, Executive Director of the Richmond Port, confirmed yesterday that there was no bidding process. Why? He said Bobby Winston, proprietor of Nematode Holdings, submitted a "very lucrative proposal." How does the City know Bobby Winston's is the most "lucrative" proposal without a competitive bidding process?

With the lack of a public process, lack of public announcement of the availability of Terminal 4 for (sub)-leasing and a bidding process, Mr. Matzorkis' statement begs the question, lucrative for whom?

Bobby Winston has no professional qualifications for managing the leasing operation at Terminal 4. Why is he even being considered?

Please put this position out to bid and hire a professional property management company or qualified individual who does not have direct personal ties with the Mayor or City staff.

Sincerely,

Lisa Park

5626 Bayview Avenue

Richmond CA 94804

Sabrina Lundy

From: Matt Duckworth <bookfish08@gmail.com>
Sent: Tuesday, July 07, 2020 12:58 PM
To: City Clerk Dept
Subject: Consent Calendar Item, G3

Dear Mayor and City Councilmembers,

Terminal 4 is an incredible public asset north of Pt Molate at the tip of the headland.

Bobby Winston, a friend and fund-raiser for the Mayor as well as proprietor of Nematode Holdings, LLC, was sole-sourced as the (sub)-leasing manager for Pt. Molate several years ago. Bobby Winston is not a licensed property or leasing manager. According to the presentation Mark Howe, President of MSH Group, gave to the City Council about the leasing income potential of Pt. Molate, Bobby Winston's Pt. Molate leasing operation has not met Pt Molate's income potential. Why would the City want Bobby Winston to manage the leasing operation for another valuable public asset, Terminal 4?

Why did this position not go out to bid?

Given the City's deficit and in the interest of good governance, transparency and the public interest, shouldn't the City distribute a request for qualifications, specifications, and a public bidding process to select the best possible vendors, i.e. qualifications, experience, cost to the City, potential revenue generating for the City?

Jim Matzorkis, Executive Director of the Richmond Port, confirmed yesterday that there was no bidding process. Why? He said Bobby Winston, proprietor of Nematode Holdings, submitted a "very lucrative proposal." How does the City know Bobby Winston's is the most "lucrative" proposal without a competitive bidding process?

With the lack of a public process, lack of public announcement of the availability of Terminal 4 for (sub)-leasing and a bidding process, Mr. Matzorkis' statement begs the question, lucrative for whom?

Bobby Winston has no professional qualifications for managing the leasing operation at Terminal 4. Why is he even being considered?

Please put this position out to bid and hire a professional property management company or qualified individual who does not have direct personal ties with the Mayor or City staff.

Sincerely,

Matthew Duckworth
Richmond resident for decades and decades

Sabrina Lundy

From: Pam Stello <pamstello@gmail.com>
Sent: Tuesday, July 07, 2020 2:40 PM
To: Ben Choi; City Clerk Dept; Eduardo Martinez; Melvin Willis; Demnlus Johnson; Jael Myrick; Laura Snideman; Nat Bates
Subject: Consent Calendar Item, G-3

Dear Mayor and City Council Members,

I spoke with Jim Matzorkis yesterday on the phone, and he agreed to pull this item for discussion.

This is why I requested the item is discussed:

Terminal 4 is an incredible public land north of Pt Molate at the tip of the headland.

Bobby Winston, a friend and fund-raiser for the Mayor as well as proprietor of Nematode Holdings, LLC, was sole-sourced as the (sub)-leasing manager for Pt. Molate several years ago. Winston is not a licensed property or leasing manager.

According to the presentation Mark Howe, President of MSH Group, gave to the City Council about the leasing income potential of Pt. Molate, Bobby Winston's Pt. Molate leasing operation has not met Pt Molate's income potential.

Bobby Winston rented some areas below market value, another free to a friend. On one tour, he showed several people where he and his friends party at Pt Molate at the small building on the pier. Mark Howe asked several lessees several years ago how much they pay to lease from Bobby Winston, and the some of the amounts they gave were below what Bobby had reported. Why would the City want Bobby Winston to manage the leasing operation for another valuable public asset, Terminal 4?

Jim Matzorkis, Executive Director of the Richmond Port, confirmed yesterday that there was no bidding process. Why? He said Bobby Winston submitted a "very lucrative proposal." How does the City know Bobby Winston's is the most "lucrative" proposal without a competitive bidding process?

Given the City's deficit and in the interest of good governance, transparency and the public interest, shouldn't the City distribute a request for qualifications and a public bidding process to select the best possible vendors, i.e. qualifications, experience, cost to the City, potential revenue generating for the City?

Nepotism is a form of corruption. **Please put this position out to bid and hire a professional property management company or qualified individual who does not have direct personal ties with the Mayor or City staff.**

Thank you.

Sincerely,

Pam Stello
Richmond Resident

Sabrina Lundy

From: Sara Sunstein <sarasun18@humboldtmail.com>
Sent: Tuesday, July 07, 2020 2:01 PM
To: Jim Matzorkis
Cc: City Clerk Dept
Subject: PublicComments G3

Please remove item G3 from the consent calendar.

The fact that this was a no-bid contract and the would-be winner of contract Nematode Holdings/Bobby Winston is a fund-raiser for Mayor Butt makes this highly suspicious.

There is much to be revealed before any lease with Nematode shall be signed.

respectfully,

Sara Sunstein
94804

Sabrina Lundy

From: Jeannette Kortz <jeannekortz@gmail.com>
Sent: Tuesday, July 07, 2020 1:31 PM
To: Eduardo Martinez; Melvin Willis; Jael Myrick; Demnlus Johnson; Ben Choi; Nat Bates
Cc: City Clerk Dept; Irene Perdomo
Subject: Agenda Item G-9

5. **G-9.** ADOPT a resolution awarding a contract directly to Bayhawk Construction for the sanitary sewer pipeline repairs as listed in the 2017-19 Risk Assessment Analysis (RAA) Clean-up Proposal Project list in an amount not to exceed \$393,560 (Project cost of \$339,650 plus 10% contingency of \$33,960) - Public Works Department (Yader Bermudez 774-6300/Mary Phelps 621-1269).

My comments are as follows:

Why must the taxpayers pay for sewer pipeline repairs? What is Veolia for? Why do we keep getting our rates raised? Veolia is a private multinational corporation, and dare I say corrupt as well given their sorted past which includes their role in the Flint water crisis in

Michigan: <https://www.theguardian.com/us-news/2019/dec/10/water-company-city-officials-knew-flint-lead-risk-emails-michigan-tap-water>.

Veolia, being a private corporation, only cares about profit, and raising rates on the Richmond taxpayers is their way of cutting corners so they can spend less, and increase their bottom line.

You can break the five-year contract with Veolia. Please, do this. There is absolutely no reason why you cannot put this out to bid, and EBMUD may be a contender for that RFP to take over managing the plant and the Richmond Municipal Sewer District. Don't let this company keep reaming the taxpayers of Richmond. I can't afford more increases to our property taxes.

I know some city council members, including our mayor, receive campaign donations from Veolia. If you get campaign donations from Veolia, and or their employees, please recuse yourself from this vote.

Thank you for your time.

Sincerely,

Jeanne Kortz

Richmond Resident

Sabrina Lundy

From: Pagano, Laura <laura.pagano@veolia.com>
Sent: Monday, July 06, 2020 11:20 AM
To: City Clerk Dept
Cc: Tom Butt - external; Garrett Dillon; Scott M Pearsall; Nat Bates; Ben Choi; Eduardo Martinez; Demnlus Johnson; Jael Myrick; Melvin Willis; Laura Snideman
Subject: public comments --agenda item G9
Attachments: 20.07.06_Veolia letter re Bay Hawk Resolution Item.pdf

Enclosed herewith please see Veolia Water West Operating Services, Inc. comment letter regarding the “Resolution Awarding Contract to Bay Hawk Construction for the Pipeline Repairs as Listed in the Baykeeper FY 2017/18 Risk Assessment Analysis” that is currently on the Consent portion of the Agenda for the July 7, 2020, Regular Meeting of the Richmond City Council.

Veolia opposes the Resolution for several reasons, including (i) the intentional breach of contract that would follow adoption of the City Staff’s recommendation to “not utilize” Veolia as its project manager for the Makeup Work (as defined in the Resolution), (ii) the failed rationale behind the City Staff’s recommendation to disqualify W.R. Forde and Associates, the low bidder for the Makeup Work, and (iii) the City Staff’s recommendation runs afoul of the City’s own procurement regulations.

Best regards, --Laura

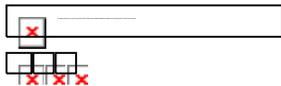
--

Laura Pagano, J.D., PMP
Senior Capital Project Manager
Municipal & Commercial Business
VEOLIA NORTH AMERICA

tel

+1 510 412 2001
/ cell

+1 510 388 4936
601 Canal Blvd./ Richmond, CA 94804
laura.pagano@veolia.com
www.veolianoorthamerica.com





July 6, 2020

VIA EMAIL ONLY

Richmond City Council
440 Civic Center Plaza
Richmond, CA 94804
E-mail: cityclerkdept@ci.richmond.ca.us

Subject: July 7, 2020 Agenda Report re: Resolution Awarding Contract to Bay Hawk, Inc. for the Pipeline Repairs as Listed in the Baykeeper FY 2017/18 Risk Assessment Analysis

To the City of Richmond City Council:

Veolia Water West Operating Services, Inc. (“Veolia”) has received notification that Yader Bermudez, the City of Richmond’s Public Works Director, has placed a “Resolution Awarding Contract to Bay Hawk Construction for the Pipeline Repairs as Listed in the Baykeeper FY 2017/18 Risk Assessment Analysis” (the “Resolution”) on the consent agenda for the next regular meeting of the Richmond City Council to be held on Tuesday, July 7, 2020. (See the enclosed Agenda Report.) Veolia opposes the Resolution for several reasons, as detailed herein, including (i) the intentional breach of contract that would follow adoption of the City Staff’s recommendation to “not utilize” Veolia as its project manager for the Makeup Work (as defined in the Resolution), (ii) the failed rationale behind the City Staff’s recommendation to disqualify W.R. Forde and Associates, the low bidder for the Makeup Work, and (iii) the City Staff’s recommendation runs afoul of the City’s own procurement regulations.

The City’s Contractual Obligation to Veolia

Generally, the City and Veolia have entered into a written contract whereby Veolia was engaged to perform capital improvements and to operate, maintain and manage the City of Richmond Wastewater Treatment Facility (the “Contract”). In 2018, pursuant to Amendment 5 of the Contract, which served, in part, to clarify the scope of Veolia’s services related to the City’s Sanitary Collection System and Storm Water Collection System (together, the “Collection System(s)”), the City restated its commitment that Veolia shall be “the City’s exclusive contractor and program manager for Capital Improvements for the Facility and Collection System.” Amendment 5 further clarifies that Veolia’s Collection System commitments include the Risk Assessment Analysis (“RAA”) described in paragraphs 23-25 and 28 of the 2018 Baykeeper Settlement Agreement.¹ Amendment 1 to the Contract further confirms that Veolia

¹ Additionally, the City’s own 2019-2024 Five-Year Capital Improvement budget, adopted June 25, 2019, identifies sewer line rehabilitation as a Capital Improvement Project.



“shall serve as construction program manager for all Capital Improvement work, including conducting the competitive bidding process.”

The City’s Staff recommends the City “self-perform” the Makeup Work “by directly contracting with Bay Hawk, Inc.” despite this work being sewer line rehabilitation work contemplated in Amendments 1 & 5, the 2018 Baykeeper Settlement Agreement, and the City’s budget. Accordingly, should the City ultimately adopt the Resolution, such adoption would be an anticipatory and material breach of the Contract. In that circumstance, Veolia is entitled to, and will, pursue all contractual and legal remedies at its disposal to (i) enforce the terms of the Contract, and (ii) prevent Bay Hawk, Inc. from interfering with Veolia’s economic advantage and contractual rights.

The City Staff’s Recommendation is Poorly Conceived and Based on Misleading Assertions

The City Staff’s key contentions in support of the Resolution are:

- (i) Veolia’s completion of the post-repair CCTV work for the 2018-19 RAA project resulted in the identification of additional defects that now comprise the Makeup Work;
- (ii) At the City’s direction, Veolia solicited proposed change orders from W.R. Forde and Associates, the contractor awarded the 2019-20 RAA work, and a bid from Bay Hawk, Inc., the contractor who initially performed the 2018-19 RAA work, regarding the Makeup Work;
- (iii) After receipt of the bids (and some adjustment due to a correction regarding the depth of one of the bid items), W.R. Forde was found to be the low bidder on 12 of the 14 line segments comprising the Makeup Work; and,
- (iv) Yader Bermudez and Everett Jenkins, Senior Assistant City Attorney, have determined that W.R. Forde’s bid is non-responsive because W.R. Forde allegedly did not include the entirety of the scope of work in its bid because it:
 - i. Only included the cost of the actual point repairs based solely on the unit price for the length, depth and diameter of the pipe segment being repaired; and
 - ii. Unit pricing for ancillary work was not included.

(See, generally, the Resolution on pp. 2-3.) As a result, the City Staff recommends, essentially, that the City breach or otherwise circumvent its contractual obligations with Veolia by engaging Bay Hawk directly to perform the Makeup Work. The only real rationale provided for this significant decision is a throwaway allegation that Veolia failed to “adequately manage” the 2018-19 RAA project.

To that end, the Staff Report simply asserts “Veolia’s failure to perform on the 2018/2019 RAA Project and their [sic] failure to comply with the directives of Yader Bermudez regarding the scope of the Makeup Work” without providing any supporting detail. Neither of those contentions is true – Veolia did not fail to perform on the 2018/2019 RAA project and it followed



all of Mr. Bermudez's directives for this scope of work. However, even if there were merit to the City Staff's allegation, which Veolia denies, the Contract also requires that the City provide Veolia with both (i) appropriate notice, and (ii) an opportunity to cure the alleged defect. These contractual protections exist precisely to avoid drastic unilateral action like the one currently at issue. The City's failure to comply with these provisions would serve as an additional breach of contract should the Council adopt the Resolution.

The resolution fails to identify certain other key facts, including:

- (i) Bay Hawk, Inc., as the original contractor performing the 2018-19 RAA project, failed to correctly perform the post-repair CCTV such that the Makeup Work now at issue could have been identified during the course of the 2018-19 RAA project; and,
- (ii) The only reason the Makeup Work is now at issue is because Veolia recognized Bay Hawk's failures and self-performed the post-repair CCTV work in order to ensure that Veolia and the City had proper, NASSCO-certified CCTV footage from which Veolia could identify any additional defects following the initial 2018-19 RAA project.

As such, not only did Veolia adequately manage the 2018-19 RAA project, but the City Staff now proposes that the City (i) risk breaching its contract with Veolia under a false premise and (ii) directly contract with the contractor who failed to properly perform the post-repair CCTV work on the 2018-19 RAA project in the first place. This short-sighted recommendation should be rejected by the City Council.

Additionally, the City Staff mischaracterized W.R. Forde's bid, leaving out material information germane to the current issue. On its face, the Resolution is implicitly postured to suggest that engaging W.R. Forde for the Makeup Work could lead to change orders that may inflate W.R. Forde's costs beyond those set forth in the Bay Hawk bid. The City Staff was unable to explicitly state such an allegation, however, because it is false. As Veolia has informed the City Staff on several occasions, W.R. Forde's bid intentionally did not include separate unit pricing for the "ancillary work" at issue because **all costs relating to such ancillary work are already incorporated into the unit pricing** for the length, depth and diameter of the pipe segment being repaired. In other words, W.R. Forde does not separately identify ancillary costs such as pre-repair CCTV, post-repair CCTV and pavement restoration, but those services are included in their bid.

For example, in the enclosed June 11, 2020 email, see the following exchange being Veolia and Yader Bermudez:

[Yader Bermudez] The way the proposals were sent we cannot compare apples to apples. Forde PCO's do not include pre-CCTV or post CCTV costs. The bid only includes the lf cost multiplied by 14 feet. There is missing work.



[Laura Pagano] Please see the attached table demonstrating that the bids are apples to apples. Because of the structure of Forde's bids as change orders to the existing contract, their bids include post-CCTV work.

...

[Mr. Bermudez] We requested BH for a proposal now that the actual depth is known.

[Ms. Pagano] Veolia does not agree with or appreciate the City circumventing Veolia in order to solicit a sole-source bid from Bay Hawk in violation of competitive bidding regulations. This undermines Veolia's role as project manager and also creates a situation in which apples-to-apples bids have not been obtained. We are also curious as to why with the new depth information the City would seek a sole-source bid just from Bay Hawk, particularly when WR Forde was the lowest cost bidder for many similar repairs. In order to obtain multiple competitive bids and to adhere to the City's own procurement policies, Veolia contacted both Bay Hawk and WR Forde to solicit updated proposals for this line. WR Forde was the low bidder (see the attached sheet).

Going forward, we request that the City not seek bids directly from Veolia contractors, particularly as Veolia does not want to be party to City procurements that clearly circumvent the City's own procurement regulations.

An additional exchange in the enclosed June 12, 2020 email between Veolia and Mr. Bermudez is also instructive:

[Mr. Bermudez] I have reviewed the Proposed Change Orders ("PCOs") and proposals from W.R. Forde and Bay Hawk, Inc. We reject Forde's PCOs on the basis that it does not include all the complete scope of work as set forth in your email below. Forde's PCOs only include the line item costs of the work on the lines. By way of example, Forde bid \$11,900 for the one point repair at a depth of 9'9" with a diameter of 6" for Item #13. Comparing the unit pricing to this amount Forde used its line item of \$850 per lf which is correct for a 6 inch line at more than 6' in depth with a 14' repair. However, Forde did not include any costs of CCTV work for that line. In fact, all of Forde's PCOs except Item #2 only include the pipe work based upon the unit prices without regard to any of the ancillary work; such as, CCTV, installation wyes, pavement restoration, and disposal of materials.

[Ms. Pagano] As has been explained previously, W.R. Forde's Proposed Change Orders are being submitted under the framework of Veolia's current 2019/20 RAA contract, including its terms and conditions. In other words, the work will be delivered in the exact same manner as PCOs that have already been submitted to and approved by the City.



[Mr. Bermudez] The reason that similar PCOs were accepted for the '19/'20 RAA work is the ancillary work was already subsumed in the cost of the particular line work.

[Ms. Pagano] The bids submitted by WR Forde here would work just like those PCOs.

Therefore, the City Staff's recommendation is erroneous and misleading. Certain key facts – most notably, Bay Hawk's contribution to the problem at issue and W.R. Forde's express incorporation of "ancillary work" into its other unit pricing – would appear to have been intentionally omitted in order to present a more persuasive, but distorted, Resolution to this Council.

The Resolution Would Require the City to Violate its Own Procedures

Finally, the City Staff's recommendation is tantamount to providing a contract to Bay Hawk, Inc. outside of the City's own regulations regarding competitive bidding as set forth in Article III of the City's Code of Ordinances, specifically section 2.52.305 *et seq.*

When viewing this Resolution through a procedural procurement lens, the City Staff may have improperly circumvented its own procurement procedures to sole source the Makeup Work contract to Bay Hawk, Inc. without adhering to the City's ordinances regulating procurements. Specifically, the City directed Veolia to obtain a proposed change order from W.R. Forde to perform the Makeup Work under the existing properly bid 2019-20 RAA project contract but then also required Veolia to specifically solicit a single additional bid from Bay Hawk, Inc.

Following W.R. Forde's identification as the low bidder, the City Staff now seeks to disqualify W.R. Forde and, instead of following proper procurement procedures, improperly recommends awarding the Makeup Work directly to Bay Hawk despite the increased cost. City ordinance 2.52.326 bars such a sole source procurement in these circumstances. Additionally, the Makeup Work has not been declared an "emergency" per ordinance 2.52.334 and, thus, cannot serve as justification for the City Staff's recommendation to directly assign this contract to Bay Hawk, Inc. Furthermore, even if this work were to constitute an "emergency," it could (and contractually must) be performed through Veolia's management, as has been done consistently with all other emergency work involving collection system or wastewater treatment plant infrastructure.

Veolia and W.R. Forde have been ready, willing and able to perform the Makeup Work. The City Staff has communicated to Veolia that the Makeup Work must be completed in the next few weeks in order for the City to report to Baykeeper by July 31, 2020 regarding its status. Veolia sent multiple emails to Mr. Bermudez beginning June 15, repeatedly asking for the City's direction to move forward with this work in light of the upcoming target deadline, but the City Staff failed to respond to these inquiries. Now, without prior notice to Veolia, the City Staff recommends an extreme option that would place the City in breach of its contractual obligations to Veolia. The best course forward is to allow W.R. Forde, the lowest bidder for this project, to commence performance of work immediately.



Conclusion

In summary, the City Staff's misguided recommendation in the Resolution, if adopted, will likely lead to several undesirable outcomes. First, Veolia will be forced to take all appropriate contractual and legal action against the City to prevent it from pursuing this course of action. Second, W.R. Forde's otherwise responsive low bid for the Makeup Work would be improperly rejected, opening the City up to a potential bid protest under Richmond City Ordinance 2.52.700, which would likely serve to delay the performance of the work at issue. In addition, adopting this resolution would be fiscally irresponsible to the ratepayers of the City of Richmond as it would improperly award the work at a higher cost. Finally, the City's failure to abide by its own regulations may expose it to penalties and other repercussions in regard to California competitive bidding requirements.

Veolia therefore requests that the City Council (i) take the Resolution off of the Consent portion of the Agenda for the upcoming July 7, 2020 City Council meeting, (ii) permit discussion and debate about its merits, and (iii) vote "no" on it. It is in the City's best interest to move this Makeup Work forward at the lowest cost and with the contractor already in the field ready to perform the work. Veolia also requests the opportunity to be heard on this issue at the July 7, 2020 meeting.

Regards,

Joseph A. Tackett
Sr. Vice President
Municipal Water, Central West Region
Veolia North America

Enclosures: As stated

CC: Scott M. Pearsall, Esq.
Garrett E. Dillon, Esq.
Tom Butt, Mayor (tom.butt@intres.com)
Nathaniel Bates, Vice Mayor (natbates@comcast.net)
Ben Choi, Councilmember (ben_choi@ci.richmond.ca.us)
Eduardo Martinez, Councilmember (eduardo_martinez@ci.richmond.ca.us)
Demnlus Johnson, Councilmember (demnlus_johnson@ci.richmond.ca.us)
Jael Myrick, Councilmember (jael_myrick@ci.richmond.ca.us)
Melvin Willis, Councilmember (melvin_willis@ci.richmond.ca.us)
Laura Snideman, City Manager (laura_snideman@ci.richmond.ca.us)



Pagano, Laura <laura.pagano@veolia.com>

Re: 2017-18 RAA PROJECT CLEAN-UP PROPOSAL PACKAGE

1 message

Pagano, Laura <laura.pagano@veolia.com>

11 June 2020 at 17:13

To: Yader Bermudez <Yader_Bermudez@ci.richmond.ca.us>

Cc: "Molina, Manuel" <manuel.molina@veolia.com>, Mary Phelps <Mary_Phelps@ci.richmond.ca.us>, Everett Jenkins <ejenkins@ci.richmond.ca.us>, Erin Friday <efriday@grsm.com>, Scott M Pearsall <scott.pearsall@veolia.com>, Garrett Dillon <gdillon@vlmglaw.com>

**Hi Yader, please see below for our responses to this email. Best regards, --
Laura**

Manny:

Your sarcasm is unmerited. The City is your client.

Thanks for this reminder, Yader. We endeavor to treat the City with respect and hope the same is true for how the City intends to treat Veolia. We support getting back to a culture of mutual respect and professionalism.

Veolia created this problem and misrepresented its achievements. This is an undeniable fact.

We do not agree with this assertion and refute the contention that this is "undeniable." Moreover, this kind of accusation undermines the endeavor to return to a culture of mutual respect, so we respectfully ask that you refrain from making them. If you feel that such accusations are necessary, please send those communications directly to Scott Pearsall or Garrett Dillon.

Who works on the Collection System is important to the City especially in light of the fact that there was no CCTV showing that the complete repairs were performed as required under the Baykeeper Agreement. Who is performing the CCTV for Forde?

The identity of the CCTV companies is irrelevant. The critical fact is that Bay Hawk did the initial work and failed to direct its subcontractors to perform acceptable CCTV (including failing to go from manhole-to-manhole) when the work was first performed. Nonetheless, WR Forde's CCTV subcontractors were Murgreen and Lamassu.

The way the proposals were sent we cannot compare apples to apples. Forde PCO's do not include pre-CCTV or post CCTV costs. The bid only includes the If cost multiplied by 14 feet. There is missing work.

Please see the attached table demonstrating that the bids are apples to apples. Because of the structure of Forde's bids as change orders to the existing contract, their bids include post-CCTV work.

Explain why each of the 12 lines with point repairs is having 14' point repair when the reports and CCTV show that decreased repairs can be accomplished?

Please see the response provided in my email to you of 6/10/2020.

Also, explain why Yuba and Hazel had a stated depth of 17' when the actual depth less than 5' deep.

This was the information provided in Infonet which is derived from the City's GIS.

We requested BH for a proposal now that the actual depth is known.

Veolia does not agree with or appreciate the City circumventing Veolia in order to solicit a sole-source bid from Bay Hawk in violation of competitive bidding regulations. This undermines Veolia's role as project manager and also creates a situation in which apples-to-apples bids have not been obtained. We are also curious as to why with the new depth information the City would seek a sole-source bid just from Bay Hawk, particularly when WR Forde was the lowest cost bidder for many similar repairs. In order to obtain multiple competitive bids and to adhere to the City's own procurement policies, Veolia contacted both Bay Hawk and WR Forde to solicit updated proposals for this line. WR Forde was the low bidder (see the attached sheet).

Going forward, we request that the City not seek bids directly from Veolia contractors, particularly as Veolia does not want to be party to City procurements that clearly circumvent the City's own procurement regulations.

Explain what you mean when you stated:

1. The contractor shall utilize their means and methods to confirm the location of the pipe segments and the PACP Grade 5/4 defects noted in the CCTV PACP Reports AND the location of Active Taps for sewer service Does this mean that Veolia is not intending on marking the locations of the point repairs for the contractors?

Directing the contractor to utilize their own means and methods to confirm locations of defects and service laterals is self-explanatory. As has been the subject of previous conversations with the City, marking locations is the City's responsibility and Veolia does not have the bandwidth, nor the obligation, to provide this service for sewer line main locations, service laterals, defects, etc.,

for contractors.

On Mon, 8 Jun 2020 at 18:08, Yader Bermudez <Yader_Bermudez@ci.richmond.ca.us> wrote:

Manny:

Your sarcasm is unmerited. The City is your client. Veolia created this problem and misrepresented its achievements. This is an undeniable fact.

Who works on the Collection System is important to the City especially in light of the fact that there was no CCTV showing that the complete repairs were performed as required under the Baykeeper Agreement. Who is performing the CCTV for Forde?

The way the proposals were sent we cannot compare apples to apples. Forde PCO's do not include pre-CCTV or post CCTV costs. The bid only includes the If cost multiplied by 14 feet. There is missing work.

Explain why each of the 12 lines with point repairs is having 14' point repair when the reports and CCTV show that decreased repairs can be accomplished?

Also, explain why Yuba and Hazel had a stated depth of 17' when the actual depth less than 5' deep. We requested BH for a proposal now that the actual depth is known.

Explain what you mean when you stated:

1. The contractor shall utilize their means and methods to confirm the location of the pipe segments and the PACP Grade 5/4 defects noted in the CCTV PACP Reports AND the location of Active Taps for sewer service

Does this mean that Veolia is not intending on marking the locations of the point repairs for the contractors?

Yader A. Bermudez

Public Works Director

450 Civic Center Plaza

City of Richmond, CA 94804

(510) 774-6300

From: Molina, Manuel [mailto:manuel.molina@veolia.com]

Sent: Monday, June 08, 2020 7:26 AM

To: Yader Bermudez

Cc: Mary Phelps; Laura Pagano; Everett Jenkins; Erin Friday; Scott M Pearsall; Garrett Dillon

Subject: Re: 2017-18 RAA PROJECT CLEAN-UP PROPOSAL PACKAGE

Yader,

1. Without you having the scope of work I am uncertain as to how you can state that the bid is incomplete; please advise as to what information is missing from the W.R. Forde cost proposal that is in (I am assuming) the Bay Hawk, Inc. proposal so that I can better respond to your request for information
 - o The W.R. Forde response is in the form of a Proposed Change Order to the current 2019/20 RAA Project contract that they are working and the format of the PCO is exactly as the format of other PCO's on this project that you have approved as their cost are based upon the list of cost noted in their Supplemental Bid Form provided in their current contract
2. The following is the scope of work provided to both Bay Hawk, Inc. and W. R. Forde on
 - o *Bay Hawk, Inc, and W.R. Forde:*

Veolia-CPM is seeking Cost Proposals (Bay Hawk, Inc.) or Proposed Change Orders (W.R. Forde) to perform Point Repairs and/or full-Line Replacement on (14) Pipe segments as listed on the attached tabulation sheet; included for your reference are InfoNet screen shots showing the general locations of the (14) pipe segments and CCTV Survey Reports and CCTV PACP Reports that provide additional detail to the pipe segments proposed for repair/replacement

work.

When submitting your Cost Proposal or Proposed Change Order, please be certain to develop your cost with the following in mind:

- 1. Cost Proposals or Proposed Change Orders shall be submitted for each of the (14) pipe segments*
- 2. Each proposal must include (at a minimum):*
 - The proposal item # shown on the attached list (and the Proposed Change Order # for W.R. Forde)*
 - The pipe segment ID shown on the attached list*
 - A brief description of the work proposed (e.g. x-amount of point repairs @ 14-ft long, x-feet of full-line replacement with x-amount of active service taps)*
- 3. Cost Proposals must be submitted via email as a single package by no later than 3:30 p.m. on 6/4/2020*
- 4. All work shall be performed per current City of Richmond Public Works Design and Construction Standards (Bay Hawk, Inc.) or the current 2019/20 RAA project specifications (W.R.Forde)*
- 5. Proposed cost shall be inclusive of all labor (at prevailing wage), materials, and supplies necessary to complete the work (these cost shall take into consideration the location of the pipe segments and provisions required therein to safely and effectively perform and complete the work)*
 - For Point Repairs, cost proposals shall be based upon a Point Repair Length of 14-ft*
- 6. The contractor shall utilize their means and methods to confirm the location of the pipe segments and the PACP Grade 5/4 defects noted in the CCTV PACP Reports AND the location of Active Taps for sewer service*
- 7. The cost shall include a post-Construction CCTV condition assessment extending from manhole-to-*

manhole, The post-construction CCTV:

- *Shall conform to all NASSCO PACP standards*
 - *Shall be performed by a NASSCO-certified technician having a minimum of 5-years experience*
 - *Shall be completed within no later than (5) business days following the repair/replacement of any single pipe segment*
 - *Upon completion of the post-Construction CCTV condition assessment the contractor shall provide Veolia-CPM with the CCTV record and database file suitable and compatible for uploading to Veolia-s InfoNet database*
 - *Submission of the CCTV records and database files shall be on a single USB memory drive for each pipe segment repaired/replaced*
 - *The work on any pipe segment will not be deemed to be complete until Veolia-CPM accepts and approves the work as completed including the submission and approval of the quality and content of the CCTV records and database files*
8. *All work (construction and submission of the CCTV records and database file) shall be completed within 5-weeks of notice to proceed and/or no later 7/17/2020*
9. *Though a proposal form has been provided and is to be completed with cost for each pipe segment THIS IS NOT A LUMP SUM PROPOSAL as work will be individually awarded to the contractor for the lowest cost presented for each pipe segment under the terms and conditions of the service agreement or contract currently in place with that low-cost contractor*

Please contact me directly if you have any questions.

3. Please clarify why knowing the name of W.R. Forde's post-Construction CCTV contractor is relevant to their cost proposal; the scope of work clearly articulates the CCTV NASSCO PACP standards to be achieved and regardless of whether or not W.R. Forde performs this work themselves or they have it performed by a sub-contractor will make no difference as to the standard of project deliverable that needs to be achieved before Veolia will accept the

- work product; and, as the City's contractor for this work Veolia must be given the latitude to execute the means and methods it deems necessary to deliver the project to City standards
4. The scope of work sent to both Bay Hawk, Inc. and W.R. Forde is noted above in my response #2 to your request for information and you will see that I clearly inform them both in proposal scope item #7 that the cost shall include cost for post-Construction CCTV and in proposal item #6 I clearly inform them both that confirming the location of the defects prior to construction shall be per their own means and methods
 5. To date, you have not required the proposals, coming from Bay Hawk, Inc. via their Emergency and Miscellaneous Repairs contract that you asked Veolia to have them submit cost for this work, come directly to you; this is a new requirement. Similarly, to date, the City has not required proposed changer orders, coming from W.R. Forde via the 2019/20 RAA Project contract that you asked Veolia to have them submit costs for this work, come directly to you; this is a new requirement.

Repeating my request for direction from the City in my email dated 6/5/2020, Veolia requests direction from the City as to which, if any, of the (11) Grade 5 pipe segments reporting below does the City want Veolia to direct Bay Hawk, Inc. and/or W.R. Forde to proceed with completing the work proposed?

Manny

Manuel Molina

Construction Project Manager-CPM, Veolia-Richmond

*Municipal & Commercial
VEOLIA NORTH AMERICA*

tel

+1 510 412 2001

/ cell

+1 209 480 4756

601 Canal Boulevard, Richmond, CA 94804
manuel.molina@veolia.com
www.veolianoorthamerica.com

On Fri, Jun 5, 2020 at 6:03 PM Yader Bermudez
<Yader_Bermudez@ci.richmond.ca.us> wrote:

Manny:

The Forde bid is incomplete. We need to see its scope of work that it bid on. There is no breakdown of work and therefore the bid is incomplete. Additionally, we need to know who is performing the CCTV for Forde since we know that it does not do that work itself.

What was the scope that you sent out to Bay Hawk and Forde? We understand from Laura's email that you did not comply with our instructions – no pre-CCTV is needed given that all of the lines have been CCTV'd and only CCTV to the repair needed.

The bids should have come directly to the City as is the protocol regardless of the fact that Forde bid as PCO.

Yader A. Bermudez
Public Works Director
City of Richmond,
450 Civic Center Plaza
Richmond, CA 94804
(510) 774-6300

On Jun 5, 2020, at 2:54 PM, Molina, Manuel <manuel.molina@veolia.com> wrote:

Yader,

With regards to the 2017/18 RAA Clean-up Project, the table below and files attached show that W.R. Forde was the successful low-proposer on (12) of the (14) pipe segments and Bay Hawk, Inc. was successful on (2) of the (14) pipe segments.

Since the City has recently reported to Veolia that budget availability is an issue and that prioritizing Grade 5 pipe segments (for which there are eleven) shall take precedent above prioritizing Grade 4 pipe segments (for which there are three), Veolia requests direction from the City as to which, if any, of the (11) Grade 5 pipe segments reporting below does the City want Veolia to direct Bay Hawk, Inc. and/or W.R. Forde to proceed with completing the work proposed?

2017-18 RAA PROJECT CLEAN-UP PROPOSAL LIST and COST FORM														
Propo- sal Item #	Pipe ID	Pipe Size	GIS Length	Average Pipe Depth	Pipe Material	Street	Cross Street	Current CCTV Date	Current Structural Quick Rating	2017/18 Clean- up Work To Be Executed	Current Notes on CCTV Defects and Defect Locations	Bay Hawk, Inc. Propo- sed Cost	W.R. Forde Propo- sed Change Order Cost	Lowest- cost Proposer
1	113SF893_1 13MH48	6"	52 2.1 2	6'- 10"	VC P	McL augh lin	Key Blvd	1/20/2 020 13:45	5A4 1	full- Line Replac ement	1) N/A (to be replaced) 2) (19) Active Taps 3) Backyard easement	\$ 2 10,00 0.00	\$ 2 26,35 2.00	Bay Hawk, Inc.
2	113SF432_1 13MH177 7 (Updated	6"	19 7.1	17'- 6"	VC P	Yuba	Haze l Ave	5/7/20 20 16:50	423 2	(2) Point Repairs	1) FM @ 177.8-ft 2) FM @ 190.0-ft	No Bid (Too deep)	\$ 53,50 0.00	W.R. Forde

	to I13MH288 3_I13MH1 777)													
3	J12SF629_ J12MH497 (Dupliacat e, Updated to J12MH281 3_J12MH4 97)	6"	40 9.9 8	7'- 4"	VC P	31st	Esmo nd Ave	12/5/2 019 14:35	513 2	(1) Point Repair	1) BVV @ 21.5-ft from DS MH 2) Center of residential street	\$ 12,75 0.00	\$ 11,90 0.00	W.R. Forde
4	H10SF585 _G10MH1 848 (Updated to H10MH25 12_G10M H1848)	6"	36 9.6 6	5'- 4"	VC P	S 21st St.	Ohio Ave	5/6/20 20 15:13	513 4	(1) Point Repair	1) HSV @ 133.1-ft from DS MH 2) Center of residential street	\$ 13,95 0.00	\$ 9,10 0.00	W.R. Forde
5	H12SF667 _H12MH1 041	6"	33 0.0 1	4'- 9"	VC P	39th St	Mac Donal d	5/7/20 20 9:37	533 1	(3) Point Repairs	1) 2) BVV @ 33.1-ft from DS MH 2) BVV @ 198.3-ft from DS MH 3) BVV @ 222.3-ft from DS MH 4) Center of residential street	\$ 38,55 0.00	\$ 27,30 0.00	W.R. Forde
6	F13SF981_ F13MH45 0	6"	32 6.7 0	3'- 0"	VC P	Fall Ave	45th St	1/21/2 020 12:31	514 1	(2) Point Repair	1) BSV @ 0.0-ft from DS MH 2) MB @ 14.0-ft from DS MH 3) Center of residential street	\$ 22,50 0.00	\$ 18,20 0.00	W.R. Forde
7	K11MH27 43_K11M H1886	6"	31 7.5 9	4'- 6"	VC P	Mari copa	26th	5/5/20 20 11:53	413 B	(1) Point Repair	1)D @ 90.7- ft 2) Center of residential	\$13,9 50.00	\$ 9,10 0.00	W.R. Forde

										street				
8	I9MH1097 _I9MH1094	6"	54 3.8 8	2'- 0"	VC P	Harb our Way	Barr ett	5/6/20 20 10:53	513 1	(1) Point Repair	1) BVV @ 507.7-ft from US MH 3) Center of residential street approaching commercial street	\$ 27,40 0.00	\$ 9,10 0.00	W.R. Forde
9	J11MH144 6_J11MH1447	6"	25 0.8 6	4'- 10"	VC P	Gran t	21 St	1/21/2 020 14:57	513 8	(1) Point Repair	1) HSV @ 95.2 from US MH 2) Center of commercial street	\$ 12,90 0.00	\$ 9,10 0.00	W.R. Forde
10	E13SF607_ E13MH2032	6"	28 9.5 8	5'- 2"	VC P	Bay iew	S. 54TH	1/21/2 020 13:23	523 5	(2) Point Repairs	1) CH4 @ 179.6-ft from DS MH 2) BVV @ 293.5-ft from US MH 3) Center of residential street	\$ 27,70 0.00	\$ 18,20 0.00	W.R. Forde
11	F7MH797_ F7MH385	6"	32 9.6 7	4'- 6"	VC P	240 Wes tern	None	5/6/20 20 10:30	514 8	(1) full- line Replac ement	1) N/A 2) (4) Active Taps 3) Center of residential street	\$ 81,70 0.00	\$ 99,00 0.00	Bay Hawk, Inc.
12	G7MH136 9_G7MH1368	8"	42 1.8 3	8'- 6"	VC P	Tew ksbu ry	Castr o	5/11/2 020 18:03	514 1	(2) Point Repairs	1) FM @ 159.20ft from US MH 2) FH3 @ 355.2-ft from US MH 3) Center of commercial street	\$ 34,10 0.00	\$ 23,80 0.00	W.R. Forde
13	H10SF584 _G10MH1847	6"	44 4.8 2	9'- 9"	VC P	20th	Flori da	5/16/2 019 12:50	513 3	(1) Point Repair	1) B @ 424.5-ft from DS MH 2) Center of residential	\$ 12,75 0.00	\$ 11,90 0.00	W.R. Forde

										street				
14	113SF68_11 3MH27	6"	62 2.3 1	6'- 8"	VC P	San Pabl o	Clint on Ave.	4/30/2 020 12:49	413 B	(1) Point Repair	1)CH2 @ 11.6-ft 2) Edge of commercial street	\$18,8 50.00	\$ 11,90 0.00	W.R. Forde

53 76. 11	Fee t
1.0 Mil 2	es

\$ \$ 5
527,1 38,45
00.00 2.00

Bay Hawk, Inc.	2
W.R. Forde	<pre> <td align="right" style="border-top:none; color:red; font-weight:700;border-right:1pt solid windowtext;border-bottom:1pt solid windowtext;border-left:none; padding-top:1px;padding </pre>

--

Laura Pagano, J.D., PMP
Senior Capital Project Manager
Municipal & Commercial Business
VEOLIA NORTH AMERICA

tel

+1 510 412 2001
/ cell

+1 510 388 4936
601 Canal Blvd./ Richmond, CA 94804
laura.pagano@veolia.com
www.veolianorthamerica.com



 **200611 Proposal Response Side-by-Side Comparison Review.pdf**
75K



Pagano, Laura <laura.pagano@veolia.com>

Re: 2017-18 RAA PROJECT CLEAN-UP PROPOSAL PACKAGE

1 message

Pagano, Laura <laura.pagano@veolia.com>

12 June 2020 at 15:40

To: Yader Bermudez <Yader_Bermudez@ci.richmond.ca.us>, Scott M Pearsall <scott.pearsall@veolia.com>, Garrett Dillon <gdillon@vlmgllaw.com>

Cc: "Molina, Manuel" <manuel.molina@veolia.com>, Mary Phelps <Mary_Phelps@ci.richmond.ca.us>, Everett Jenkins <ejenkins@ci.richmond.ca.us>, "Erin Friday (efriday@grsm.com)" <efriday@grsm.com>

**Hi Yader, please see below for our responses to this email. Best regards, --
Laura**

Manny:

I have reviewed the Proposed Change Orders (“PCOs”) and proposals from W.R. Forde and Bay Hawk, Inc. We reject Forde’s PCOs on the basis that it does not include all the complete scope of work as set forth in your email below. Forde’s PCOs only include the line item costs of the work on the lines. By way of example, Forde bid \$11,900 for the one point repair at a depth of 9’9” with a diameter of 6” for Item #13. Comparing the unit pricing to this amount Forde used its line item of \$850 per lf which is correct for a 6 inch line at more than 6’ in depth with a 14’ repair. However, Forde did not include any costs of CCTV work for that line. In fact, all of Forde’s PCOs except Item #2 only include the pipe work based upon the unit prices without regard to any of the ancillary work; such as, CCTV, installation wyes, pavement restoration, and disposal of materials.

As has been explained previously, W.R. Forde's Proposed Change Orders are being submitted under the framework of Veolia's current 2019/20 RAA contract, including its terms and conditions. In other words, the work will be delivered in the exact same manner as PCOs that have already been submitted to and approved by the City.

The reason that similar PCOs were accepted for the ‘19/’20 RAA work is the ancillary work was already subsumed in the cost of the particular line work.

The bids submitted by WR Forde here would work just like those PCOs.

How Forde bid Item #2 is not clear. This is line segment that Veolia incorrectly stated had a depth of 17’8”. Forde’s total does not follow the unit pricing as did all of the other 13 lines.

Because of the incorrect depth of 17'-8" there were no provisions within the

2019/20 RAA contract Supplemental Bid Form from which to submit unit cost pricing and, therefore, W.R. Forde extrapolated from the unit costs provided in the Supplemental Bid Form in order to come up with a cost for Proposal Item #2. Once the corrected depth of Proposal Item #2 was provided to both Bay Hawk and W.R. Forde, W.R. Forde was able to utilize the unit cost noted in the Supplemental Bid Form and its cost of \$18,200 came in lower than Bay Hawk's cost of \$22,500.

The City also reviewed the current notes in your Clean-Up Proposal List, and compared them to the maps. We noticed a number of errors regarding the locations of the work. For example, Items 5 and 8 are in commercial streets.

The Report for Item 7 calls out a deformed pipe as being a Grade 4. Veolia should take a closer look at the CCTV and reconfirm whether and where Grade 4/5 defects are located on that pipe.

We have reviewed the CCTV and confirmed the structural defects reported by Veolia NASSCO PACP certified CCTV Technicians. The deformed pipe (Grade 4 structural defect) occurs at 90.7 ft.

Item 6 has a MB – missing brick at 14'. Does this mean that a brick is loose in the pipe? The report photographs do not show this brick. If so, shouldn't Veolia just clean the pipe to remove it? Explain why a point repair is necessary.

For purposes of pipe rehabilitation, a MB finding identifies a significant defect in the pipe structure where the brick used to be (regardless of the resting place of the missing brick). A Point Repair is necessary because the MB is a Grade 4 Structural Defect.

Additionally, examine the lengths on the photographs as compared to the side comments for Item 6. They do not match.

Is this report and CCTV within the NASSCO standards and if not, re-CCTV this line in the next week and provide the City with new CCTV.

Yes, this report and CCTV meet NASSCO standards, as confirmed by the PACP Reports.

As requested previously, we need the CCTV for the entire line. The footage starts at 200 plus lf.

We will look into providing this to you.

We need a response from Veolia as to whether it is intending on marking the

locations of point repairs on the street.

Please see the response provided on 6/11/2020.

We need to understand whether Veolia will refuse to abide by the City's directives that no pre-CCTV is needed and that each point repair should be the minimum length to properly effectuate the repairs as opposed to the 14' it instructed the bidders to use.

As has been discussed with the City before, a NASSCO-certified CCTV serves the purpose of a condition assessment, which has a different purpose than a construction pre-CCTV. A contractor will still need to mark the locations of laterals, utilities, etc. as part of a pre-construction CCTV. We will take the City's direction if you want to exclude a pre-Construction CCTV, but that course of action could lead to change orders which would be then the City's responsibility.

Will Veolia continue to reject the City's directive that the post-repair CCTV be only to the point of repair since Veolia CCTV'd these lines in 2020 save for two lines?

Please see our response provided on 6/10/2020.

Confirm whether Veolia will, as Laura Pagano stated, not upload the post-repair CCTV to InfoNet such that the repairs will not be part of the database used to maintain and operate the Collection System and by which Veolia's engineer prioritizes repairs.

Please see our response provided on 6/10/2020.

Veolia needs to explain why some of the CCTV for these 14 lines was available to Veolia months before, and in some cases more than a year before Veolia gave it to the City. The City has been asking for this data since December of 2019 at least. The City questioned Veolia repeatedly about its veracity in its reporting of the 2-mile work of last year.

As the City is well aware, Veolia is responding to numerous requests for information, and Veolia is prioritizing those requests that will further completion of this project. Veolia will provide the City with the requested CCTV as time and resources allow.

We need a written response to all of the inquiries stated above by Thursday. Silence or failure to respond to each inquiry will be interpreted against Veolia. Veolia's continuing mistakes, carelessness and negligence are delaying this project

We vigorously disagree with your characterization of Veolia's actions and the root cause of delay on this project. We have no doubt that the City will take whatever position it needs to advance its own interests regardless of the response or whether Veolia responds to each item at all. The fact that the City is questioning Forde's low bids that are in the exact same form as previously approved change orders (as has been explained here and in multiple other communications) only further illustrates why this project is not currently moving forward. Veolia stands ready to direct WR Forde and Bay Hawk to proceed with this work. As for your unnecessary and conclusory allegations, please have your attorneys direct such statements to Veolia's attorneys.

On Wed, 10 Jun 2020 at 10:28, Yader Bermudez <Yader_Bermudez@ci.richmond.ca.us> wrote:

Manny:

I have reviewed the Proposed Change Orders ("PCOs") and proposals from W.R. Forde and Bay Hawk, Inc. We reject Forde's PCOs on the basis that it does not include all the complete scope of work as set forth in your email below. Forde's PCOs only include the line item costs of the work on the lines. By way of example, Forde bid \$11,900 for the one point repair at a depth of 9'9" with a diameter of 6" for Item #13. Comparing the unit pricing to this amount Forde used its line item of \$850 per lf which is correct for a 6 inch line at more than 6' in depth with a 14' repair. However, Forde did not include any costs of CCTV work for that line. In fact, all of Forde's PCOs except Item #2 only include the pipe work based upon the unit prices without regard to any of the ancillary work; such as, CCTV, installation wyes, pavement restoration, and disposal of materials. The reason that similar PCOs were accepted for the '19/'20 RAA work is the ancillary work was already subsumed in the cost of the particular line work. How Forde bid Item #2 is not clear. This is line segment that Veolia incorrectly stated had a depth of 17'8". Forde's total does not follow the unit pricing as did all of the other 13 lines.

The City also reviewed the current notes in your Clean-Up Proposal List, and compared them to the maps. We noticed a number of errors regarding the locations of the work. For example, Items 5 and 8 are in commercial streets.

The Report for Item 7 calls out a deformed pipe as being a Grade 4. Veolia should take a closer look at the CCTV and reconfirm whether and where Grade 4/5 defects are located on that pipe. Item 6 has a MB – missing brick at

14'. Does this mean that a brick is loose in the pipe? The report photographs do not show this brick. If so, shouldn't Veolia just clean the pipe to remove it? Explain why a point repair is necessary. Additionally, examine the lengths on the photographs as compared to the side comments for Item 6. They do not match. Is this report and CCTV within the NASSCO standards and if not, re-CCTV this line in the next week and provide the City with new CCTV. As requested previously, we need the CCTV for the entire line. The footage starts at 200 plus lf.

We need a response from Veolia as to whether it is intending on marking the locations of point repairs on the street. We need to understand whether Veolia will refuse to abide by the City's directives that no pre-CCTV is needed and that each point repair should be the minimum length to properly effectuate the repairs as opposed to the 14' it instructed the bidders to use. Will Veolia continue to reject the City's directive that the post-repair CCTV be only to the point of repair since Veolia CCTV'd these lines in 2020 save for two lines? Confirm whether Veolia will, as Laura Pagano stated, not upload the post-repair CCTV to InfoNet such that the repairs will not be part of the database used to maintain and operate the Collection System and by which Veolia's engineer prioritizes repairs.

Veolia needs to explain why some of the CCTV for these 14 lines was available to Veolia months before, and in some cases more than a year before Veolia gave it to the City. The City has been asking for this data since December of 2019 at least. The City questioned Veolia repeatedly about its veracity in its reporting of the 2-mile work of last year.

We need a written response to all of the inquiries stated above by Thursday. Silence or failure to respond to each inquiry will be interpreted against Veolia. Veolia's continuing mistakes, carelessness and negligence are delaying this project.

Yader A. Bermudez

Public Works Director

450 Civic Center Plaza

City of Richmond, CA 94804

(510) 774-6300

From: Molina, Manuel [mailto:manuel.molina@veolia.com]
Sent: Friday, June 05, 2020 2:54 PM
To: Yader Bermudez
Cc: Mary Phelps; Laura Pagano
Subject: Fwd: 2017-18 RAA PROJECT CLEAN-UP PROPOSAL PACKAGE

Yader,

With regards to the 2017/18 RAA Clean-up Project, the table below and files attached show that W.R. Forde was the successful low-proposer on (12) of the (14) pipe segments and Bay Hawk, Inc. was successful on (2) of the (14) pipe segments.

Since the City has recently reported to Veolia that budget availability is an issue and that prioritizing Grade 5 pipe segments (for which there are eleven) shall take precedent above prioritizing Grade 4 pipe segments (for which there are three), Veolia requests direction from the City as to which, if any, of the (11) Grade 5 pipe segments reporting below does the City want Veolia to direct Bay Hawk, Inc. and/or W.R. Forde to proceed with completing the work proposed?

2017-18 RAA PROJECT CLEAN-UP PROPOSAL LIST and COST FORM														
Propo- sal Item #	Pipe ID	Pi- pe Siz- e	GIS Len- gth	Ave- rag- e Pip- e Dep- th	Pip- e Ma- teri- al	Stre- et	Cross Stree- t	Curren- t CCTV Date	Curr- ent Stru- ctur- al Quic- k Rati- ng	2017/1 8 Clean- up Work To Be Execut- ed	Current Notes on CCTV Defects and Defect Locations	Bay Hawk, Inc. Propo- sed Cost	W.R. Forde Propo- sed Change Order Cost	Lowes- t-cost Propo- ser
1	I13SF893_I 13MH48	6"	52 2.1 2	6'- 10"	VCP	McL augh- lin	Key Blvd	1/20/2 020 13:45	5A4 1	full- Line Replace- ment	1) N/A (to be replaced) 2) (19) Active Taps 3) Backyard	\$ 2 10,000 .00	\$ 2 26,352 .00	Bay Hawk, Inc.

											seasement			
2	I13SF432_I 13MH1777 (Updated to I13MH288 3_I13MH1 777)	6"	19 7.1	17'- 6"	VCP	Yuba	Hazel Ave	5/7/20 20 16:50	423 2	(2) Point Repairs	1) FM @ 177.8-ft 2) FM @ 190.0-ft	No Bid (Too deep)	\$ 53,500 .00	W.R. Forde
3	J12SF629_J 12MH497 (Dupliacate , Updated to J12MH281 3_J12MH4 97)	6"	40 9.9 8	7'- 4"	VCP	31st	Esmo nd Ave	12/5/2 019 14:35	513 2	(1) Point Repair	1) BVV @ 21.5-ft from DS MH 2) Center of residential street	\$ 12,750 .00	\$ 11,900 .00	W.R. Forde
4	H10SF585_ G10MH184 8 (Updated to H10MH251 2_G10MH1 848)	6"	36 9.6 6	5'- 4"	VCP	S 21st St.	Ohio Ave	5/6/20 20 15:13	513 4	(1) Point Repair	1) HSV @ 133.1-ft from DS MH 2) Center of residential street	\$ 13,950 .00	\$ 9,100. 00	W.R. Forde
5	H12SF667_ H12MH104 1	6"	33 0.0 1	4'- 9"	VCP	39th St	Mac Dona ld	5/7/20 20 9:37	533 1	(3) Point Repairs	1) 2) BVV @ 33.1-ft from DS MH 2) BVV @ 198.3-ft from DS MH 3) BVV @ 222.3-ft from DS MH 4) Center of residential street	\$ 38,550 .00	\$ 27,300 .00	W.R. Forde
6	F13SF981_ F13MH450	6"	32 6.7 0	3'- 0"	VCP	Fall Ave	45th St	1/21/2 020 12:31	514 1	(2) Point Repair	1) BSV @ 0.0-ft from DS MH 2) MB @ 14.0-ft from DS MH 3) Center of residential	\$ 22,500 .00	\$ 18,200 .00	W.R. Forde

										street				
7	K11MH2743_K11MH1886	6"	317.59	4'-6"	VCP	Mari copa	26th	5/5/2020 11:53	413 B	(1) Point Repair	1)D @ 90.7-ft 2) Center of residential street	\$13,950.00	\$9,100.00	W.R. Forde
8	I9MH1097_I9MH1094	6"	543.88	2'-0"	VCP	Harb our Way	Barre tt	5/6/2020 10:53	513 1	(1) Point Repair	1) BVV @ 507.7-ft from US MH 3) Center of residential street approaching commercial street	\$27,400.00	\$9,100.00	W.R. Forde
9	J11MH1446_J11MH1447	6"	250.86	4'-10"	VCP	Gran t	21 St	1/21/2020 14:57	513 8	(1) Point Repair	1) HSV @ 95.2 from US MH 2) Center of commercial street	\$12,900.00	\$9,100.00	W.R. Forde
10	E13SF607_E13MH2032	6"	289.58	5'-2"	VCP	Bayvi ew	S. 54TH	1/21/2020 13:23	523 5	(2) Point Repairs	1) CH4 @ 179.6-ft from DS MH 2) BVV @ 293.5-ft from US MH 3) Center of residential street	\$27,700.00	\$18,200.00	W.R. Forde
11	F7MH797_F7MH385	6"	329.67	4'-6"	VCP	240 West ern	None	5/6/2020 10:30	514 8	(1) full- line Replace ment	1) N/A 2) (4) Active Taps 3) Center of residential street	\$81,700.00	\$99,000.00	Bay Hawk, Inc.
12	G7MH1369_G7MH1368	8"	421.83	8'-6"	VCP	Tewk sbury	Castr o	5/11/2020 18:03	514 1	(2) Point Repairs	1) FM @ 159.20ft from US MH 2) FH3 @ 355.2-ft from US MH 3) Center of commercial	\$34,100.00	\$23,800.00	W.R. Forde

										street				
13	H10SF584_1 G10MH1847	6"	44 4.8 2	9'- 9"	VCP	20th	Flori da	5/16/2 019 12:50	513 3	(1) Point Repair	1) B @ 424.5-ft from DS MH 2) Center of residential street	\$ 12,750 .00	\$ 11,900 .00	W.R. Forde
14	I13SF68_11 3MH27	6"	62 2.3 1	6'- 8"	VCP	San Pabl o	Clint on Ave.	4/30/2 020 12:49	413 B	(1) Point Repair	1)CH2 @ 11.6-ft 2) Edge of commercial street	\$18,8 50.00	\$ 11,900 .00	W.R. Forde

53 76. 11	Fee t
1.0 Mil 2	es

\$	\$	5
527,1	38,452	
00.00	.00	

Bay Hawk, Inc.	2
W.R. Forde	12

Manny

Manuel Molina

Construction Project Manager-CPM, Veolia-Richmond

Municipal & Commercial
VEOLIA NORTH AMERICA

tel

+1 510 412 2001

/ cell

+1 209 480 4756

601 Canal Boulevard, Richmond, CA 94804
manuel.molina@veolia.com
www.veolianorthamerica.com

----- Forwarded message -----

From: **Molina, Manuel** <manuel.molina@veolia.com>
Date: Tue, Jun 2, 2020 at 9:02 AM
Subject: Re: 2017-18 RAA PROJECT CLEAN-UP PROPOSAL PACKAGE
To: Bayhawkinc <bayhawkinc@aol.com>, David Voorhis <dave@wrforde.net>
Cc: Laura Pagano <laura.pagano@veolia.com>, Brian K Bruce <brian.bruce@veolia.com>, Mitchell Hendricks <mitchell.hendricks@veolia.com>, Tony Perez <tony@wrforde.net>, Sean McIntosh <sean@wrforde.net>

Bay Hawk, Inc. and W.R. Forde:

The attached documents for proposal Item #13 (pipe segment H10SF584_G10MH1847) were inadvertently left out of the file project packaged distributed yesterday, 6/1/2020. Please incorporate these additional documents into your proposal package.

Manny

Manuel Molina

Construction Project Manager-CPM, Veolia-Richmond

*Municipal & Commercial
VEOLIA NORTH AMERICA*

tel

+1 510 412 2001

/ cell

<div style="

--

Laura Pagano, J.D., PMP
*Senior Capital Project Manager
Municipal & Commercial Business
VEOLIA NORTH AMERICA*

tel

+1 510 412 2001

/ cell

+1 510 388 4936

601 Canal Blvd./ Richmond, CA 94804

laura.pagano@veolia.com

www.veolianorthamerica.com

Resourcing the world  VEOLIA





AGENDA REPORT

Public Works Department

DATE: July 7, 2020

TO: Mayor Butt and Members of the City Council

FROM: Yader A. Bermudez, Public Works Director

SUBJECT: RESOLUTION AWARDING CONTRACT TO BAYHAWK
CONSTRUCTION FOR THE PIPELINE REPAIRS AS LISTED IN THE
BAYKEEPER FY 207/18 RISK ASSESSMENT ANALYSIS

STATEMENT OF THE ISSUE:

Staff is requesting that the City Council adopt a resolution awarding a contract with Bayhawk Construction for the sewer pipeline repairs as required in the Baykeeper Settlement Agreement.

RECOMMENDED ACTION:

ADOPT a Resolution awarding a contract directly to Bayhawk Construction for the sanitary sewer pipeline repairs as listed in the 2017-19 Risk Assessment Analysis (RAA) Clean-up Proposal Project list in an amount not to exceed \$373,560 (Project cost of \$339,650 plus 10% contingency of \$33,960). (Yader Bermudez 774-6300/Mary Phelps 621-1269)

FINANCIAL IMPACT OF RECOMMENDATION:

There is no impact to the General Fund. This will be funded from the Wastewater Enterprise fund Org/Obj Code: 40322931-400708-22234

DISCUSSION:

Baykeeper (per ¶ 31.c of the 2018 Settlement Agreement) requires the City of Richmond to replace or repair at least two (2) miles of Grade 5 gravity sewer per year, based on a five (5) year rolling average.

In order to achieve this goal, the City is required to allocate annual capital funding to cover the cost of these mandated repairs.

Veolia issued a unit price RFP for Phase I of the Sewer Segment Rehabilitation Project to its list of Pre-Qualified Contractors in the City of Richmond. The purpose of the RFP was to receive unit prices on the rehabilitation work to be used for future point repair/rehabilitation projects that are or will be identified to be completed in the Risk Assessment Analysis that was completed in 2018.

Sealed bids were received at Veolia's Capital Project Management Office at 601 Canal Boulevard, in Richmond on June 28, 2018 at 11:00 a.m.

Two (2) unit price bids were received from local contractors:

- W.R. Forde and Associates
- Bay Hawk, Inc.

Bay Hawk, Inc. was the lowest, most responsive bidder.

The Water Resource Recovery Department issued a project Task Authorization to Veolia and Veolia Water West Operating Services, Inc. (collectively "Veolia") to manage the subcontract with Bay Hawk, Inc. for the 2018/2019 RAA Project.

Bay Hawk, Inc. completed the work as stated in the contract that was awarded in 2018.

However, upon Veolia completing the post repair closed-circuit televising (CCTV) of the pipes in May of 2020, a year after the 2018/2019 Project had listed the Grade 4 and 5 defects repaired, it was determined that additional defects were identified on certain pipe segments.

Therefore, on June 1, 2020, Manuel Molina, Veolia Construction Project Manager e-mailed W.R. Forde & Associates and Bay Hawk, Inc. bid specifications for fourteen (14) line segments requiring repairs or replacements due to structural defects ("Makeup Work"). Both W.R. Forde & Associates and Bay Hawk, Inc. are pre-qualified contractors under Resolution 52-19 (adopted by City Council June 18, 2019).

On June 2, 2020, W. R. Forde & Associates submitted Proposed Change Orders to its existing contract for pipe line replacement and repairs (referred to as "2019/2020 RAA Project") approved by Resolution 9-20, adopted by City Council on February 18, 2020, and Bay Hawk, Inc., submitted bids to Manuel Molina (via e-mail) as requested.

Manuel Molina, Veolia Construction Project Manager, e-mailed Yader Bermudez, City of Richmond Public Works Director on June 2, 2020, that W.R. Forde was the successful low-proposer on (12) of the (14) pipe segments and Bay Hawk, Inc. was successful proposer on (2) of the (14) pipe segments.

On June 2, 2020, Yader Bermudez, Public Works Director informed Manuel Molina, Veolia Construction Project Manager that one of the bid items was listed with the incorrect depth listed in the bid documents.

On June 9, 2020 Manuel Molina e-mailed W.R. Forde & Associates and Bay Hawk, Inc. the following statement, *“Please be advised that Proposal Item #2 was incorrectly reported as having an average depth of 17'-6”;* the actual average depth is approximately 5'-0”. Therefore, please update your proposal accordingly and provide an updated proposal cost for Proposal Item #2, proposing your cost with the pipe segment being at an average depth of 5'-0”, by 8:00 a.m. on 6/10/2020”.

After incorporating the updated proposals for Bid Item #2 Veolia stated that W.R. Forde was the successful low-proposer on (12) of the (14) pipe segments and Bay Hawk, Inc. was successful on (2) of the (14) pipe segments.

After a thorough review of the bids by Yader Bermudez, Public Works Director, and Everett Jenkins, Senior Assistant City Attorney, it was determined that W. R. Forde & Associates' bid to be non-responsive as it did not comply with the unit price bidding in its contract for the 2019/2020 RAA Project.

This determination was based on the following:

1. W. R. Forde's bid only included the cost of the actual point repairs based solely upon the unit price for the length, depth and diameter of the pipe segment being repaired.
2. Unit pricing for all of the ancillary work was not included in its bid, such as, pre-CCTV and post-CCTV and pavement restoration.

Therefore, W.R. Forde did not include the entirety of the scope of work

Based on Veolia's failure to adequately manage the 2018/19 RAA Project, City Staff recommends that the City not utilize Veolia as its project manager on this Makeup Work. This recommendation is made because of Veolia's failure to perform on the 2018/2019 RAA Project and their failure to comply with the directives of Yader Bermudez regarding the scope of the Makeup Work.

Instead of utilizing Veolia, the City staff recommends that the City self-perform the scope of Makeup Work by directly contracting with Bay Hawk, Inc.

Staff is requesting Council adopt the resolution which will authorize the Water Resource Recovery Department to enter into a Contract with Bay Hawk, Inc. for the Pipeline Replacement/Rehabilitation Project an amount not to exceed \$373,560 (Project cost of \$339,600 plus 10% contingency of \$33,960).

ATTACHMENTS:

- Attachment 1 – Resolution authorizing WRR to issue contract to Bay Hawk, Inc.
- Attachment 2 – Bid from Bay Hawk, Inc. for Post Risk Assessment Sewer Work

- Attachment 3 – Bid from W.R. Forde & Associates for Post Risk Assessment Sewer Work
- Attachment 4 – Resolution 52-19 On-Call Construction Services
- Attachment 5 – Resolution 9-20 Pipeline Replacement Project

Council Meeting - 7/7/2020

Meeting Time: 07-07-20 18:30

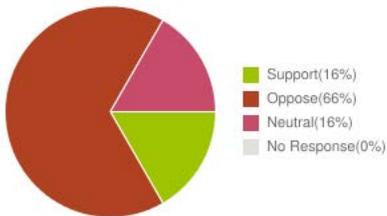
eComments Report

Meetings	Meeting Time	Agenda Items	Comments	Support	Oppose	Neutral
Council Meeting - 7/7/2020	07-07-20 18:30	36	6	1	4	1

Sentiments for All Meetings

The following graphs display sentiments for comments that have location data. Only locations of users who have commented will be shown.

Overall Sentiment



Council Meeting - 7/7/2020

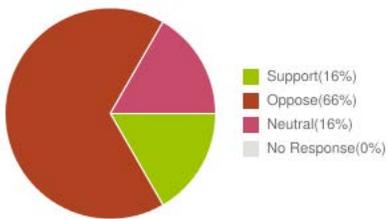
07-07-20 18:30

Agenda Name	Comments	Support	Oppose	Neutral
B. PUBLIC COMMENT BEFORE CLOSED SESSION	5	1	4	0
F. OPEN FORUM FOR PUBLIC COMMENT	1	0	0	1

Sentiments for All Agenda Items

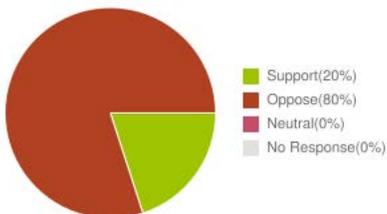
The following graphs display sentiments for comments that have location data. Only locations of users who have commented will be shown.

Overall Sentiment



Agenda Item: eComments for B. PUBLIC COMMENT BEFORE CLOSED SESSION

Overall Sentiment



Ian Wren

Location:

Submitted At: 1:40pm 07-07-20

Oppose A.2: Baykeeper agrees with concerned residents who are shocked by the decision to sell Point Molate, a shoreline jewel, under such unfavorable terms. We question the rationale of how a 1,260-unit residential and 250,000 square foot commercial development can safely function without any wastewater infrastructure or redundant access to police and fire departments. Please reject the terms of this agreement until greater assurances may be made in the interest of the community and environment.

Guest User

Location:

Submitted At: 1:36pm 07-07-20

Please cease and desist all discussions with SunCal until the law suit regarding Brown Act Violations is resolved and these other issues are addressed WITH PUBLIC INPUT: ongoing costs to the city which is already suffering financially, potential environmental/CEQA violations, social justice/inclusion of Ohlone input whose ground it was

before white settlers stole it.

jim hite

Location:

Submitted At: 9:42am 07-07-20

Gentlemen, please consider a thought experiment. Imagine an uncontrollable event out at Pt. Molate (raging fire, earthquake, refinery disaster) please imagine 1,000 cars trying to flee and emergency responders attempting to arrive at the scene. Maybe this occurs during rush hour. The Sun Cal deal is irresponsible on a number of levels. Desperation over the budget ? Get creative not stupid. This deal is political, not practical. Don't sell out your constituents with false information. Thank you

Guest User

Location:

Submitted At: 7:12pm 07-06-20

Position: I oppose the continued negotiations to sell public land, Point Molate, to become an exclusive housing development with total disregard for the community and the environment. Negotiations must be suspended until the legal suit against the City for their Brown Act violation for voting behind closed doors is heard and judged in Federal Court and the community can be included in the review and decision making project.

Guest User

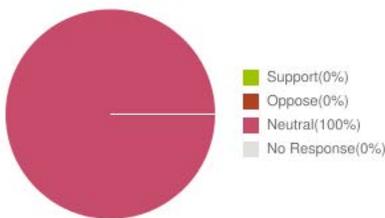
Location:

Submitted At: 4:42pm 07-03-20

Position: Ban firework use in the city of Richmond. Please consider banning public use of fireworks in the city of Richmond. The night time sky has been lit up every night for a month or longer. Nightly noise, hours of use is nerve whacking. My personal automobile has been covered with debris and paint pitted by burns from raining down of fireworks. Residents deserve a peaceful night sleep. With dry grass this is a very unsafe practice. Make fireworks illegal within city limits.

Agenda Item: eComments for F. OPEN FORUM FOR PUBLIC COMMENT

Overall Sentiment



Guest User

Location:

Submitted At: 6:26am 07-07-20

The wasteful spending starts at the top. When will our Mayor and City Council hold our city accountable? We are cutting public services(including libraries) while paying 3 million dollars a year for the City Manager functions alone. Cutting the Deputy City Manager positions will save us over \$500,000! You hired a new City Manager. Why don't you trust her? Richmond is paying so many high salaries to people who don't currently live in, or from Richmond while the citizens suffer. This must stop.

Sabrina Lundy

From: Al M <alix.mazuet@gmail.com>
Sent: Tuesday, July 07, 2020 5:22 PM
To: City Clerk Dept
Cc: Tom Butt - external; Melvin Willis; Eduardo Martinez; Jael Myrick; Nat Bates; Demnlus Johnson
Subject: Closed Session: Pt Molate

Closed Session

“Under negotiations: price and terms of payment for Pt Molate”

The sale of Pt Molate for construction of an exclusive housing enclave is driven by an illegal settlement deal voted on behind closed doors. The City was legally required to vote in public because housing was included in the settlement. The closed-door vote was “backdoor” zoning.

As a deeply concerned, engaged and very worried Richmond property owner, here are my requests:

- 1. I have doubts as you conducting a sell of public lands in Closed Session, without any consideration of public input. I might be wrong, but I believe that it is against the law. I’m wondering: if you proceed, would it not be as if you were doubling your offense? 1) negotiating behind closed door the primary contract of sale, and 2) attempting to make an unlawful sale, behind the people of Richmond’s back, of the people of Richmond’s public land.**
- 2. I urge you to please suspend negotiations until the legal suit against the City for their Brown Act violation for voting behind closed doors is heard and judged in Federal Court. Stop waisting Richmond's property owner’s tax dollars.**
- 3. Also, very, very important: Suspend negotiations until the City has consulted with the Ohlone on the protections needed for the Ohlone sacred Shellmounds at Pt Molate.**
- 4. This is not all: please, suspend negotiations on the sale of Pt Molate until the public and Hatch can review and respond the SunCal financial report to ensure the City can protect the General Fund against the projected \$3-5 million dollar General Fund yearly cost for required city services for the SunCal project and other financial risks to the city,**
- 5. Finally, suspend negotiations until the public can participate in the review and decision making process for Pt Molate. COVID-19 has severely limited public participation in City meetings, and the City’s online system is not accessible to all. Even those who can logon have difficulty hearing the meetings, calling-in, and having their comments read.**

Best regards,

Alix Mazuet

Sabrina Lundy

From: Deborah Bayer <dbayer49@gmail.com>
Sent: Tuesday, July 07, 2020 6:07 PM
To: City Clerk Dept
Subject: public comment before closed session

Tonight the City Council will resume its negotiations with SunCal over the proposed sale and development of Point Molate.

I am oppose the sale of this public land to private profiteers. The council is also reducing the requirement for affordable housing and in-lieu fees at Point Molate. We shouldn't kid ourselves that Richmond residents will benefit from the units being created: prices and rents will be sky-high. The much vaunted "70% open space" required by the settlement agreement, has turned out to be, not open space as most people envision it (areas not dominated by human habitation) but the paved asphalt of the Bay Trail, spaces between housing units, a contaminated ravine, and hillsides too steep to traverse.

By that definition, all the streets in Richmond could be counted as open space.

The Council has stated that SunCal will pay for the construction of the sewer lines, but has not put in writing that SunCal will also pay for the new lift station in Point Richmond necessary to bring SunCal's sewage to the water treatment plant.

But the primary reason to oppose the sale of Point Molate is the loss of an irreplaceable environment which sustains eel grass, ospreys, native butterflies, native grasses and flowers, and the peace of nature. It is a balm to the soul, and all who go there feel that. The East Bay Regional Park District has \$5 million set aside to develop Point Molate as a regional park. It is a gift to the people of Richmond. We should treasure Point Molate and preserve it.

Debbie Bayer

Sent from my iPhone

Sabrina Lundy

From: Janet Johnson <electricista545@gmail.com>
Sent: Tuesday, July 07, 2020 5:13 PM
To: City Clerk Dept
Subject: Closed session: Pt. Molate

To the members of the City Council and the City Manager:

The City is pushing forward as fast as possible with the SunCal plan to maximize upper-income housing and minimize public use and environmental protections at Pt. Molate. Despite SunCal's recent analysis, the economics of this project are questionable, and the process continues to be neither democratic nor transparent.

It has already been pointed out that the project is incompatible with General Plan ground rules for sustainable development and runs contrary to General Plan goals and policies intended to protect the environment and prevent environmental harm.

There are also outstanding questions that have yet to be addressed:

- The city will expose itself to costly litigation if Pt. Molate sacred sites are not protected. Why haven't local tribes or other indigenous organizations been consulted before moving ahead?
- Why is the city rushing to negotiate the terms of the price and sale of Pt. Molate when the lawsuit over the violation of the Brown Act has not yet been decided?

Richmond residents need full transparency regarding how the SunCal project will be financed. Financial risks include a yearly hit to the General Fund for city services that could run into the millions. That residents are kept in the dark regarding these and other financial risks is unacceptable, because we will end up bearing the cost long after the developers and their advocates on the city council have moved on.

The public has a basic right to participate in the review and decision-making process for Pt. Molate, yet at every turn the democratic process has been thwarted. Today's closed session is no exception. The current pandemic severely limits public comment and participation—even for those with online access, the rules are confusing, and there's no guarantee that comments or questions will be received or heard. This is how decisions are made in totalitarian regimes, not democracies.

--

Janet Scoll Johnson, 510-331-3985

pronouns: she/her

No Coal in Richmond

Sunflower Alliance

Twitter: @SunflowerAction

Now is the season to know / That everything you do / Is sacred. — Hafiz

Sabrina Lundy

From: Jeffrey Peterson <professorpeterson@hotmail.com>
Sent: Tuesday, July 07, 2020 4:56 PM
To: City Clerk Dept
Subject: Closed Session: Point Molate

668 34th Street
Richmond, CA 94805
professorpeterson@hotmail.com

7 July 2020

Subject: Closed Session: Pt Molate

Dear Mayor and City Councilmembers,

As a teacher, nature-lover, and Richmond home-owner, I urge you to suspend negotiations until the legal suit against the City for the Brown Act violation is heard and judged in Federal Court. It is unconscionable that The City has engaged what appears to be an instance of “backdoor” zoning.

Apart from the questionable closed-door proceedings – which reflect poorly on The City – the broader public interest deserves due consideration. An exclusive housing enclave hardly seems to serve the broader public interest, especially when we consider the paucity of comparable sites of natural beauty and cultural-historical significance in Richmond. In this connection, I urge you to suspend negotiations until the City has consulted with the Ohlone on the protections needed for the Ohlone sacred Shellmounds at Pt Molate.

Thank you for publishing a financial analysis of the SunCal project. Again, please suspend the negotiations until the public and Hatch have had time to respond to the SunCal’s financial study and the merits of each study can be publicly debated. It is still not clear that SunCal’s proposed project will not cost Richmond’s General Fund \$3-5 million dollars each year for required city services and whether the City is protected against other financial risks. SunCal’s financial study will protect their bottom line, not the public interest.

It is also important to suspend negotiations until the public can participate in the review and decision making process for Pt Molate. COVID-19 has severely limited public participation in City meetings, and the City’s online system is not accessible to all. Even those who can logon have difficulty hearing the meetings, calling-in, and having their comments read.

Sincerely,

Jeffrey Peterson, Ph.D.

Sabrina Lundy

From: Kathleen Clancy <clancyk222@yahoo.com>
Sent: Tuesday, July 07, 2020 4:41 PM
To: City Clerk Dept
Subject: Agenda Price and terms of sale for Pt Molate Government Code Sec. 54956.8

Dear City Council,

There are large areas in Richmond with infrastructure already in place to build beautiful, convenient and affordable housing. The fear of the continued pandemic and the broken budget of all cities across our country make this development hard to imagine. The tax base is shrinking, while services in the communities are cut, and the expectation that the tax payers will foot the bill for a development with no infrastructure in place, is unreasonable and dangerous. Richmond can't pay for it's police, fire departments, schools, and teachers. Now it wants to help the profits of SunCal.

How can you rationalize this move at this particular time?

On the other hand, we have a beautiful shoreline that the public uses and enjoys. Why don't we develop this for the taxpayers to use with families and access to nature and all it's beauty? Public recreation is the only outlet for those who live in a tiny apartment and need to be in the outdoors to stop the spread of the COVID19 virus. I hope you're minds are not already made up and the council will follow the peoples wishes in this important matter.

Let's access our humanity and common sense during these difficult times.

Thank you,
Kathleen Clancy (Long time voter)
1900 Stenmark Dr
Richmond, CA
510-215-6412

Sabrina Lundy

From: Pam Stello <pamstello@gmail.com>
Sent: Tuesday, July 07, 2020 5:26 PM
To: Ben Choi; City Clerk Dept; Eduardo Martinez; Melvin Willis; demnlus johnson; Jael Myrick; Laura Snideman; Nat Bates
Subject: Closed Session: Pt Molate

Dear Mayor and City Council Members,

In the public interest, please suspend negotiations until the legal suit against the City for the Brown Act violation for voting behind closed doors is heard and judged in Federal Court. If the City loses in court, the time and money spent now may be wasted. I

It is important to suspend negotiations until the City has consulted with the Ohlone on the protections needed for the Ohlone sacred Shellmounds at Pt Molate. SunCal's current plan will desecrate these sacred sites.

Also, please suspend the negotiations until the public and Hatch have had time to respond to SunCal's financial analysis and their analysis can be publicly discussed in a special study session.

It is still not clear that SunCal's proposed project will not be a burden on Richmond's General for required city services, or whether the City is protected against other financial risks. What if the units at an average of \$1.25 million don't sell (next to a refinery in a high fire severity zone with one road in and out to a backed up interchange), or sell at 30% or 40% lower than hoped for? SunCal's financial study will present projections that protect their bottom line. They are only trying to sell the property to flip it to other developers. They are not interested in the end result or the public interest.

Finally, it is also important to suspend negotiations until the public can participate in the review and decision making process for Pt Molate. COVID-19 has severely limited public participation in City meetings, and the City's online system is not accessible to all. Even those who can logon have difficulty hearing the meetings, calling-in, and having their comments read.

Thank you.

Sincerely,

Pam Stello
Richmond resident

Sabrina Lundy

From: Kathleen Clancy <clancyk222@yahoo.com>
Sent: Tuesday, July 07, 2020 4:39 PM
To: City Clerk Dept
Subject: Conference with real property negotiator Gov. Code Sec. 54956.8

Property Pt. Molate/Winehaven Legacy LLC (SunCal)

Council Members,

Reject this development agreement. No benefit to the residents of Richmond will come from this project.

The use of this city owned property will best serve the citizens of Richmond by remaining public.

The Point Molate Alliance and environmental groups have outlined the best use of this public asset.

We urge you to reject this agreement.

Signed,

Robert Keller (voter)

1900 Western Drive

Richmond, CA 94801

Sabrina Lundy

From: Sally Tobin <otwsally@gmail.com>
Sent: Tuesday, July 07, 2020 4:44 PM
To: City Clerk Dept; Tom Butt - external; Ben Choi; Nat Bates; richcityservant@gmail.com; Demnlus Johnson; Jael Myrick; Melvin Willis
Cc: Laura Snideman; Lina Velasco
Subject: Agenda Item B. Public Comment Before Closed Session: Conference with Real Property Negotiator

Regarding the Agenda Item entitled "Conference with Real Property Negotiator:"

Dear City Clerk, Mayor, and City Councilmembers, A conference with a Real Property Negotiator regarding Point Molate seems premature for the following reasons:

1. The responses to the DSEIR have not yet been released. This makes it difficult to assess environmental damage or safety issues.
2. The City has not yet presented a financial analysis for the proposed development. Such a financial analysis is needed to reassure Richmond residents that they will not be paying higher taxes to subsidize an expensive development.
3. Legal action against the City for alleged Brown act violations is still pending.
4. Current documents submitted to the Design Review Board are highly questionable in many respects.
5. Consultation with the Ohlone is ongoing and may have a substantial impact on the design of the project. Considering price and terms of payment in such a fluid situation would seem to be a disservice to Richmond residents. It seems prudent to postpone such conferences until the situation has become more settled.

Sincerely,
Sara L. Tobin

Sabrina Lundy

From: Franza Giffen <franzag32@gmail.com>
Sent: Tuesday, July 07, 2020 5:05 PM
To: City Clerk Dept
Subject: open forum for public comments-not on the agenda

Dear City Council:

I speak to the continuing efforts of closing on a contract with Sun Cal to sell Pt. Molate for this developer whose plan is to develop this area with 400 plus homes. Not being in compliance with the Brown Act, which makes it invalid, is my first objection. This development would impact our city in many negative ways and would harm our City.

1. Traffic: as it was prior to the pandemic and will be later, for me to visit my clients in Marin, with increased traffic across the Richmond Bridge, it takes approximately one hour or more if I leave for this destination prior to 10 a.m. or 10:30. With the addition of 400 drivers, many going west for work, the traffic snarl will be much more.

2. At present there is no plan to add another lane or two to **the bridge** in either direction. Traffic is frequently at a stand still now. With added cars and trucks for construction, there will be no escape route for cars trying to leave Pt. Molate when there is an accident on the bridge; Chevron has an emergency and people have to leave the area or other very possible scenario traps cars in the area.

3. Environmental impact reports have been missing and incomplete. This is a nature preserve that protects plant and wildlife in a delicate area. The eco-system would be destroyed.

4. Real estate values are over blown. Realistically, persons wanting to purchase residential housing within a half mile from a major Chevron refinery will NOT want to purchase a home with such a present danger of another blow up or leakage from the plant. The pipes and systems in Chevron were built in the 1960s and most have not been updated or replaced. It is only a matter of time before there is a major event impacting much of our City. Again, people would be trapped as thousands of residents attempt to leave over our little Bridge or out of a two lane street that serves Pt. Molate.

5. Quality of life: with the number of residents hoped for by the developer and Mayor Butt (how much did you say he stands to be paid for pushing this through without an open hearing?) the quality of life with the extra traffic, additional people, etc, will crowd our city on the westerly side instead of investing in our central infrastructure. This may also be planned for a wealthier populace than now lives here, creating another pocket of expensive homes when what we need is middle income housing that blends in with our hardworking populace.

Franza Giffen

With respect and consideration

Sabrina Lundy

From: michael beer <michaelandrewbeer@yahoo.com>
Sent: Tuesday, July 07, 2020 5:32 PM
To: City Clerk Dept
Subject: OPEN FORUM

Dear Mayor and City Council Members,

Let's make this simple. Others will give you excellent arguments why. I only want to agree with them.

I hope you will not sell Pt. Molate to SunCal. We who live in Richmond want there to be a public use.

Public land should never become private property. Essentially giving away the last piece of beach front property

for well-to-do buyers certainly indicts you as officials who do not represent the interests of majority of Richmond

residents. New housing should be built near public transportation and it should be affordable. Once again,

DO NOT SELL PT. MOLATE TO SUN CAL.

Sincerely yours,

Michael Beer

1247 S. 58th Street

Richmond, CA 94804

Sabrina Lundy

From: Dorothy Gilbert <mariesnicewerewolf@gmail.com>
Sent: Tuesday, July 07, 2020 5:08 PM
To: City Clerk Dept
Subject: open forum for public comments--not on agenda

Dear City Council Members:

I write, as I often have before, to urge you not to sell Point Molate to SunCal. Once again: the City has violated the Brown Act, and agreed upon a settlement behind closed doors. It has acted without the will of Richmond's citizens and without their consent. SunCal, as I understand from realtors, has a reputation for "flipping" properties, and there could be serious damage to the site that would be beyond your control or that of those of us who live here.

Furthermore, it will be an immense loss to us if SunCal is permitted to build hundreds or thousands of condos at Point Molate. Here again are the compelling arguments: Safety of condo occupants cannot be guaranteed; there is only the one road, Stenmark Drive, with one entrance/exit to the freeway. The exit cannot be enlarged, at least not significantly. In a fire or an earthquake, large numbers of people would be trapped. The presence of Chevron, plus the possibility of cooking facilities, clothes dryers and the like, catching fire, would make for substantial risk. The presence of cars--hundreds?--would make this area, bounded on one side by high hills, extremely smoky, dangerous for people with respiratory illnesses and not healthy for anyone living there. Knowledgeable people will initially know these risks, and will not want to buy these properties. Valuable opportunities for public use, and valuable natural resources--rare species important to science--will be lost.

Don't privatize Point Molate! Leave it for the public, where it belongs!

Thank you for your attention.

Sincerely,
Dorothy Gilbert

Sabrina Lundy

From: Irene Perdomo
Sent: Tuesday, July 07, 2020 4:10 PM
To: City Clerk Dept
Subject: FW: Comments RE Consent Calendar G2, G3 and SunCal ERN

I think this message was intended to go to your department.

Thank you,

Irene Perdomo

Executive Assistant to the City Manager
City Manager's Office
510-621-1264

From: Michael Leedie [<mailto:michaelleedie101@gmail.com>]
Sent: Tuesday, July 07, 2020 4:07 PM
To: Irene Perdomo; Lina Velasco; Tom Butt - external; Nat Bates; Ben Choi; Demnlus Johnson; Eduardo Martinez; Jael Myrick; Melvin Willis
Subject: Comments RE Consent Calendar G2, G3 and SunCal ERN

A note from Michael Leedie, long time Richmond resident

I thought the days of secret negotiations between the City of Richmond and private entities were long gone. This harkens back to the days when Chevron would put together a fancy package for the city planning staff and spring it on the public with daytime meetings when working people couldn't attend.

We respectfully request that you do not extend SunCal's Exclusive Right to Negotiate. The public needs a completed published analysis of the financial impacts to our community to review before moving ahead with any actions that will impact the City's bottom line. In any case, absolutely nothing should be done until the Brown Act violation about closed door meetings is resolved. Let's not revert to the 'bad old days' of stealth meetings. While the City has made efforts to make meetings accessible during the Covid 19 crisis; I am concerned that the crisis is also being used to jam through undesirable projects while the public is busy trying to meet essential needs.

Consent Calendar Item, G-2

Vote No.

Let's not increase the bounty of a law firm that fights against environmental regulations. The \$300,000 could be better spent on addressing the issue of accessibility for lower income communities to a local natural reserve and the development of community-owned and operated businesses.

Consent Calendar Item, G-3

Vote NO, Vote NO, Vote NO.

Granting a five year - no bid lease to a fund-raiser for the Mayor is not a good look. A quick web search of Nematode Holdings showed little of anything in terms of productive capacity. Maybe my search was not thorough enough. Do your own research and see what you come up with.

As my mother in law used to say “There's a dead cat somewhere and it's startin' to stink.”

Sabrina Lundy

From: Jeffrey Peterson <professorpeterson@hotmail.com>
Sent: Tuesday, July 07, 2020 5:25 PM
To: City Clerk Dept
Subject: Consent Calendar Item, G-2

Subject: Consent Calendar Item, G-2

Dear Mayor and Council Members,

I am writing to ask you to vote against the Downey Brand, LLC contract.

Downey Brand, LLC is one of the top law firms in the state that **specializes in fighting environmental and other state and federal regulations**. One of City's stated reasons for the \$300,000 increase is the number of public comments on the Draft Environmental Impact Report for SunCal's plan. Though not stated by the City, hiring a law top law firm to defend the Environmental Impact Report for SunCal's speaks to the quality as well as the quantity of expert and public comments on the Environmental Impact Report.

Should the City invest in a top law firm to fight environmental, traffic and safety expert testimony, and testimony by their own residents, about the negative impacts of SunCal's plan?

Wouldn't our money be better spent on scientists and engineers working to help the City and SunCal design a plan for Pt. Molate that protects its rare upland habitats — already 98% destroyed on the CA coast —, and eelgrass meadows vital to the health of our commercial fisheries and marine life in our Bay, and address the traffic and safety issues in SunCal's plan? This, instead of hiring Downey Brand, LLC, to fight scientists, engineers, your own residents and state and federal regulations to increase developer profits?

Here I feel compelled to add that as a fisherman and nature photographer, I have a special, lived connection to the environment that this project jeopardizes. I have kayaked off Point Molate's shores, cast-net for herring off its banks, and photographed its magnificent Osprey—and helped my daughter with her history project on the shrimpers who once lived and worked at China Point. Richmond residents have every right to a fully above-board process that is environmentally responsible and publicly vetted in every respect.

Please read and publish the in-depth expert accounts of the environmental, traffic and safety dangers of SunCal's plan before voting on an additional \$300,000, up to \$900,000, for Downey Brand, LLC.

See the Environmental Impact Report for SunCal's proposal: <http://ptmolatealliance.org/2020-public-comments-on-dseir/>

Sincerely,

Jeffrey Peterson, Ph.D.

Sabrina Lundy

From: Hari Lamba <hlamba101@gmail.com>
Sent: Tuesday, July 07, 2020 4:44 PM
To: City Clerk Dept
Cc: Pam Stello; Norman LaForce
Subject: Hiring of Manager - Consent Calendar Item G3

Subject: Consent Calendar Item, G3

Dear Mayor and City Councilmembers,

Terminal 4 is an incredible public asset north of Pt Molate at the tip of the headland.

Bobby Winston, a friend and fund-raiser for the Mayor as well as proprietor of Nematode Holdings, LLC, was sole-sourced as the (sub)-leasing manager for Pt. Molate several years ago. Winston is not a licensed property or leasing manager. Why is he even being considered to manage a sub-leasing operation at Terminal 4?

According to the presentation Mark Howe, President of MSH Group, gave to the City Council about the leasing income potential of Pt. Molate, Bobby Winston's Pt. Molate leasing operation has not met Pt Molate's income potential.

Bobby Winston rented some areas below market value, another free to a friend. On one tour, he showed several people where he and his friends party at Pt Molate at the small building on the pier. Mark Howe asked several lessees several years ago how much they pay to lease from Bobby Winston, and the amounts they gave were below what Bobby had reported. Why would the City want Bobby Winston to manage the leasing operation for another valuable public asset, Terminal 4?

Jim Matzorkis, Executive Director of the Richmond Port, confirmed yesterday that there was no bidding process. Why? He said Bobby Winston submitted a "very lucrative proposal." How does the City know Bobby Winston's is the most "lucrative" proposal without a competitive bidding process?

Given the City's deficit and in the interest of good governance, transparency and the public interest, shouldn't the City distribute a request for qualifications and a public bidding process to select the best possible vendors, i.e. qualifications, experience, cost to the City, potential revenue generating for the City?

Neptotism is a form of corruption. **Please put this position out to bid and hire a professional property management company or qualified individual who does not have direct personal ties with the Mayor or City staff.**

Pleas restore integrity to this process!

Thank you.

Sincerely,

Dr. Hari Lamba
East Richmond Heights
www.brighterclimatefutures.com

Sabrina Lundy

From: Jeffrey Peterson <professorpeterson@hotmail.com>
Sent: Tuesday, July 07, 2020 5:29 PM
To: City Clerk Dept
Subject: Consent Calendar Item, G3

Subject: Consent Calendar Item, G3

Dear Mayor and City Councilmembers,

Terminal 4 is an incredible public asset north of Pt Molate at the tip of the headland.

Bobby Winston, a friend and fund-raiser for the Mayor as well as proprietor of Nematode Holdings, LLC, was sole-sourced as the (sub)-leasing manager for Pt. Molate several years ago. Winston is not a licensed property or leasing manager. Why is he even being considered to manage a sub-leasing operation at Terminal 4?

Jim Matzorkis, Executive Director of the Richmond Port, has confirmed that there was no bidding process. Why? He said Bobby Winston submitted a "very lucrative proposal." How does the City know Bobby Winston's is the most "lucrative" proposal without a competitive bidding process?

Given the City's deficit and in the interest of good governance, transparency and the public interest, shouldn't the City distribute a request for qualifications and a public bidding process to select the best possible vendors, i.e. qualifications, experience, cost to the City, potential revenue generating for the City?

Nepotism is a form of corruption. **Please put this position out to bid and hire a professional property management company or qualified individual who does not have direct personal ties with the Mayor or City staff.**

Thank you.

Sincerely,

Jeffrey Peterson
Richmond Resident

Sabrina Lundy

From: Jim Hanson <conservation@ebcnps.org>
Sent: Tuesday, July 07, 2020 4:37 PM
To: City Clerk Dept
Subject: public comments - agenda item # G-3
Attachments: Hold Over Item G-3, Terminal 3 lease & Nematode_7-7-20.pdf

Hello City Clerk,

Attached are my comments on item G-3 - Terminal 4 and Nematode.

Thank you,

Jim Hanson
510-388-7439

July 7, 2020

To Members of the Richmond City Council – July 7, 2020 Council meeting

Dear Members of the Council,

RE: Hold Over Item G-3 (Terminal 3 lease) – Assure a competitive process for City-owned property for the highest return to the City General Fund

Please put a halt to the practice of allowing private individuals to make money on City-owned property without a competitive bid process. This is the time to require basic contracting procedures to get the best possible return to help pay for the City services that your Council is struggling to keep in place. **Please hold over Item G-3 (Terminal 3 lease) until the City can assure a competitive process for this and other City-owned property for the highest return to the City General Fund.**

Background

You may recall that Nematode holdings was initially granted rights to use City property at Pt. Molate without any competition or a public process. At the time, the Pt. Molate Community Advisory Committee provided your Council with citizen oversight on Pt. Molate. Members of the Committee were informed that this same company and individual, Nematode Holdings, was advertising rental space at Pt. Molate without any lease or agreement to return revenue to the City. This was all rationalized by Nematode and City staff as simply doing a favor to the City.

The Committee asked the Council to put an agreement in place whereby Nematode paid rental income to the City for use of our public property. The City then proceeded to put together a property management agreement. However, the individual running Nematode was not licensed as real estate broker. Under California law only a licensed real estate broker can be compensated for leasing, renting, or collecting rents from real property. Rather than labeling it a lease, the City Attorney's office called it a "license" to rent property and collect rents, and the agreement proceeded.

However, the granting of special opportunities to this company didn't change. A large construction company, Intren, subsequently contacted the City to rent storage space at Pt. Molate for \$10,000 per month to temporarily house their heavy equipment. Even though the City has a full time property manager, the income opportunity was given over to Nematode. When the deal then came to the Pt. Molate Community Advisory Committee, members decided that it made no financial sense for the City to give up much needed income when they already had staff to manage this rental contract. We recommended to the Council that the City manage this contract to reap the highest possible revenue.

The Pt. Molate Advisory Committee also recommended that the City pursue a competitive bid to hire a property management company to bring in the maximum rental income from Pt.

Molate. This recommendation passed the Council, but didn't take place. What did take place was that the appointing authority, the Mayor, discontinued the Committee by not renewing or making any new appointments.

Regardless, these basic "good government" measures are still sorely needed so that all companies can compete for Richmond opportunities on a competitive basis.

Therefore, this is to request that the Council:

1. Put a stop to exclusive deals with private individuals on City-owned property with no competitive bidding. As you know, Nematode went on to acquire rental rights to several hundred thousand square feet of the public's property at Pt. Molate. Tonight a deal on Terminal 4 is in the works. A closed deal in Council closed session with Nematode and Orton Development on the 20-acre City port property, Terminal 3, has also been discussed by in closed Council session.
2. Before proceeding with disposition of Terminal 4, please require a review of the City's process for disposition of city-owned property assets. Is a request for qualifications, a set of specifications, active staff recruitment of businesses, and a public bidding process that would allow selection of all possible competitive vendors of valuable public assets regularly done, including for Terminal 3 and 4? There is scant information to the public or potential businesses on rental opportunities for these properties on the City's website.
Assure the public that a competitive process for this and other properties is managed by City staff, or by a property management company that has been selected based on a competitive bidding process from its experience returning market rate income to clients.
3. Review appearance of conflict of interest rules on contracts and property dispositions before the Council. We had heard that Nematode, a beneficiary of sole-source contracts with the City, was also at the time a significant fund-raiser for one of the Council members. A Council member can also discourage businesses from considering Richmond, as Warmington Homes experience last year when they tried to compete with a plan for Pt. Molate that aligned with the public's desire to keep Pt. Molate's south watershed for sports fields and outdoor activities. Please review these rules for the benefit of the public.

Bottom line, there is a need for transparency and assurance of a competitive process, particularly at a time when this City's budget requires fair and open competitive bidding, and without any appearance of Council member influence, to return the highest possible return to the City's general fund.

Thank you,

Jim Hanson, past member and Chair, Pt. Molate Community Advisory Committee (2017)

Sabrina Lundy

From: Mary/Tony <bayhawkinc@aol.com>
Sent: Tuesday, July 07, 2020 4:54 PM
To: City Clerk Dept
Subject: City Council Meeting 7/7/2020 Agenda Item G-9
Attachments: council meeting.docx

Hi,

Can you please confirm that you received this and it will be given to the council prior to tonights meeting?

Thank you,

Mary Wika
Bay Hawk Inc

July 7,2020

To: Councilmembers Bates, Johnson, Martinez, Myrick, Willis, Vice Mayor Choi, and Mayor Butt.

Agenda Item G-9

For those of you that don't know of our company Bay Hawk Inc., is a General Engineering Contractor.

We are a Locally, Women-Owned, Minority, & Small Disadvantaged Business. We have had our office in Richmond for the Past 15+ years. 40% of our employees are Richmond Residents. We've had the pleasure of working for the City of Richmond for the past 30 years and Veolia Water 18 years.

We have had a great working relationship with the City of Richmond and Veolia Water.

We've had -0- lawsuits, -0- accidents, -0- complaints from the City of Richmond or Veolia.

Bay Hawk Inc is specialized in a fast response to Emergency and Maintenance, On-Call 24/7, for the City of Richmond and Veolia. Our response time is approximately 1 hour from the time of call until we arrive on site and stay until the problem has been solved and the concern for Public Safety is no longer an issue.

We are writing you today to ask that you please pass Agenda Item #G-9.

We were asked by Manuel Molina of Veolia to give a proposal on the 2017-19 RAA Project Clean-up on June 1, 2020. Bid being due on 6/4/2020.

We have a current contract with Veolia O & M that would encompass all of the work that was Included in the above Bid. We aren't sure why they put this work out to bid? The only difference in our current contract and what they proposed in this bid was they asked that the Point repair length be based upon a 14' point repair vs a 6' repair. In our 35 years of bidding and doing these Point repairs for the City of Richmond and numerous other Cities all of the Point Repairs have been based on 6' repairs because the majority of Clay Pipe comes in 6' lengths. After reviewing the bid Documents we received from Veolia we saw most of the point repairs didn't need over a 6' repair. We were told that this was a fast turnaround bid and the work had a quick deadline.

The proposal was to include the description of work Proposed, post construction CCTV from manhole to manhole and all work was to be completed Within 5 weeks no later 7/17/2020. These jobs varied. One was beneath a concrete sidewalk with all handwork due to utilities, a few had lateral tie-ins, one required a new lamphole, one required to be tied in to a manhole, one is in the intersection of Barrett and Harbour Way taking up two lanes. All of these are essential items that should be listed as being included In the bid.

We believe that based on the bid documents supplied the majority of these point repairs are 6' Repairs and not 14'. Our proposal for point repairs would have been approximately 30-35% lower if we would have not been required to base the repairs on 14'.

We really appreciate your consideration and hearing this matter this evening. Thank you or your time.

Sincerely,

Mary Wika
Bay Hawk Inc
President

Sabrina Lundy

From: Deborah Bayer <dbayer49@gmail.com>
Sent: Tuesday, July 07, 2020 6:32 PM
To: City Clerk Dept
Subject: Public forum

Tonight the City Council resumed its negotiations with SunCal in closed session over the proposed sale and development of Point Molate.

I oppose the sale of this public land to private profiteers. The council is also reducing the requirement for affordable housing and in-lieu fees at Point Molate. We shouldn't kid ourselves that Richmond residents will benefit from the units being created: prices and rents will be sky-high. The much vaunted "70% open space" required by the settlement agreement, has turned out to be, not open space as most people envision it (areas not dominated by human habitation) but the paved asphalt of the Bay Trail, spaces between housing units, a contaminated ravine, and hillsides too steep to traverse.

By that definition, all the streets in Richmond could be counted as open space.

The Council has stated that SunCal will pay for the construction of the sewer lines, but has not put in writing that SunCal will also pay for the new lift station in Point Richmond necessary to bring SunCal's sewage to the water treatment plant.

But the primary reason to oppose the sale of Point Molate is the loss of an irreplaceable environment which sustains eel grass, ospreys, native butterflies, native grasses and flowers, and the peace of nature. It is a balm to the soul, and all who go there feel that. The East Bay Regional Park District has \$5 million set aside to develop Point Molate as a regional park. It is a gift to the people of Richmond. We should treasure Point Molate and preserve it.

Debbie Bayer

Sent from my iPhone

Sabrina Lundy

From: Dorothy Gilbert <mariesnicewerewolf@gmail.com>
Sent: Tuesday, July 07, 2020 6:25 PM
To: City Clerk Dept
Subject: Fwd: open forum for public comments--not on agenda

Dear City Council Members:

I write, as I often have before, to urge you not to sell Point Molate to SunCal. Once again: the City has violated the Brown Act, and agreed upon a settlement behind closed doors. It has acted without the will of Richmond's citizens and without their consent. SunCal, as I understand from realtors, has a reputation for "flipping" properties, and there could be serious damage to the site that would be beyond your control or that of those of us who live here.

Furthermore, it will be an immense loss to us if SunCal is permitted to build hundreds or thousands of condos at Point Molate. Here again are the compelling arguments: Safety of condo occupants cannot be guaranteed; there is only the one road, Stenmark Drive, with one entrance/exit to the freeway. The exit cannot be enlarged, at least not significantly. In a fire or an earthquake, large numbers of people would be trapped. The presence of Chevron, plus the possibility of cooking facilities, clothes dryers and the like, catching fire, would make for substantial risk. The presence of cars--hundreds?--would make this area, bounded on one side by high hills, extremely smoky, dangerous for people with respiratory illnesses and not healthy for anyone living there. Knowledgeable people will initially know these risks, and will not want to buy these properties. Valuable opportunities for public use, and valuable natural resources--rare species important to science--will be lost.

Don't privatize Point Molate! Leave it for the public, where it belongs!

Thank you for your attention.

Sincerely,

Dorothy Gilbert

Sabrina Lundy

From: Leisa Johnson <leisa_johnson@icloud.com>
Sent: Tuesday, July 07, 2020 8:08 PM
To: City Clerk Dept
Cc: Leisa Johnson
Subject: Public Comments - Agenda Item G-10 (pulled from Consent Calendar)

Dear City Clerk

I would also like the below comments to be included in the formal written record.

Thank you,
Leisa

Dear Mayor, Vice Mayor, and City Councilmen,

- 1) Was a competitive bid done for this work?
- 2) Why and how was Peterson Power awarded this contract?
- 3) Why is there no transparency provided in that process?
- 4) As per the Staff Report for Item G-10, Staff is now recommending that you seriously consider increasing **the Stormwater Rate Fee**.
- 5) You all just unanimously voted to increase sewer rate taxes for 67% of this City's residents and businesses by 37.5%.
 - This tax rate impacts neighborhoods who can least afford it, and now are even more negatively impacted from Covid-19.
 - The City has refused to provide us with a timeline for how many more future rates increases there will be as well as educated guesstimates for how much. I am not asking for an accurate cost estimate, but you refuse to even provide a ballpark.
- 6) I asked you in April, May, June, and now again in July — Why can't Veolia's contract be put out for a new RFP?
 - We are not legally required to stay with Veolia through 2027;
 - there is no early termination fee at this point; and
 - they are not the sole provider of these types of services.

As I stated in regards to item G-9:

Will a majority of you please put the interest of your residents and businesses over that of Veolia's, and uphold your fiduciary responsibility?

As a homeowner, I have no choice in this matter. And 67% of Richmond's property owners as well as residential and commercial tenants have no choice in this matter. When are we finally going to get fair representation when it comes to RMSD?

Thank you.

Respectfully,
Leisa

Sabrina Lundy

From: Gayle McLaughlin <gayledirect@gmail.com>
Sent: Tuesday, July 07, 2020 6:44 PM
To: City Clerk Dept
Subject: Public Comments - Agenda item G-2

Dear Council and City staff:

This SunCal project has countless problems which is why the focus of your attention should be on the environmental, traffic and safety concerns that this project presents. This money may not be coming from the General Fund, but it is to be subtracted from the sale price of Pt Molate (provided to the city)....so it is city money that will be spent. That money could be spent a whole lot more wisely. It is far more critical for the city to seek out expert analyses of environmental, traffic and safety impacts (none of which a legal firm can do).

It is clear that the Draft SEIR brought forward countless comments. Throwing more money at a legal firm to find ways around state and federal regulations is not in the interest of the public. The many problems that have been identified in this SunCal project (exemplified by the large amount of comments on the DSEIR) needs a different kind of expertise. We need experts to explore the impact on environmental health, financial health to all Richmond taxpayers, and the impact to the overall health and social well-being of future residents.

Many experts have already raised in-depth concerns. I urge the city to not move forward with expanding this contract and instead bring in the kind of expertise that will give the public and the council a better understanding of the true impacts of this project.

Thank you,
Gayle McLaughlin

Sabrina Lundy

From: Bruce Beyaert <bbeyaert@earthlink.net>
Sent: Tuesday, July 07, 2020 7:22 PM
To: City Clerk Dept
Cc: Tom Butt - external; Jim Matzorkis; Bobby Winston
Subject: Public Comments _ Agenda Item #G-3

Mayor Butt and City Council Members,

Under Agenda Item G-3 tonite, please approve leasing a portion of Terminal 3 to Nematode Holdings, LLC. Bobby Winston has an exemplary track record in sub-leasing and maintaining portions of Point Molate while sharing lease revenues with the City of Richmond, and I expect that he will do the same at Terminal 4. Moreover, at Terminal 4 he has committed to:

“... working broadly with the Richmond community, and with regional stakeholders, to help promote the Port’s long-term goal to be an important asset of the City of Richmond. As part of this commitment, Nematode will provide a near shore area at Terminal 4 with benches and picnic tables for viewing East Brother Light Station and cooperate with organizations such as East Brother Light Station, Point San Pablo Harbor, Trails for Richmond Action Committee (TRAC) and Greenbelt Alliance in providing pre-arranged, scheduled access to the property for organized events at this site and led walks along the planned Bay Trail route between Terminal 4 and the harbor.”

Bruce Beyaert

Bruce Beyaert
bbeyaert@earthlink.net
73 Belvedere Ave., Richmond
tel. 510-235-2835

Sabrina Lundy

From: Sally Tobin <otwsally@gmail.com>
Sent: Tuesday, July 07, 2020 6:28 PM
To: Tom Butt - external; Ben Choi; Nat Bates; richcityservant@gmail.com; Demnlus Johnson; Jael Myrick; Melvin Willis; City Clerk Dept
Cc: Pam Stello; Jim Hanson; Robert Cheasty; Roberta Wyn; n.laforce@comcast.net
Subject: Public Comments - Currently Consent Calendar Item, G-3

Dear City Clerk, Mayor, and City Council Members, This is a comment on the item that is currently item G-3 on the Consent Calendar, but I understand it will be removed from the Consent Calendar to a place on the open Agenda.

Regarding the item on a five-year Lease Agreement with Nematode Holdings, LLC, and the Port of Richmond for Terminal 4:

The City of Richmond needs to become more professional and to request bids on contracts and lease agreements, based on sound management principles. Otherwise, Richmond is not being fiscally responsible to its residents.

Sincerely,
Sally Tobin

Sabrina Lundy

From: Deborah Bayer <dbayer49@gmail.com>
Sent: Tuesday, July 07, 2020 8:11 PM
To: City Clerk Dept
Subject: Fwd: Request to pull Item G-9 from Consent Calendar

----- Forwarded message -----

From: Deborah Bayer <dbayer49@gmail.com>
Date: Tue, Jul 7, 2020 at 7:32 PM
Subject: Fwd: Request to pull Item G-9 from Consent Calendar
To: Deborah Bayer <dbayer49@gmail.com>

Item G-9

I would like clarification on this item, specifically the history of the work on the sewers to be performed and the payment for this work. Was Veolia responsible for the incomplete work on the sections of those pipes that were supposedly completed in 2018? And if so, do we get money back from them? And if the City is contracting directly now for the work to be done, will the management of that work be deducted from our contract with Veolia? I understand there is no effect on the general fund, but the money is coming from a bond that I assume either the City or the residents served by Veolia are paying for. You can't increase sewer rates by 40% over 5 years without expecting questions from the residents about how the money is spent.

Deborah Bayer

Sabrina Lundy

From: Leisa Johnson <leisa_johnson@icloud.com>
Sent: Tuesday, July 07, 2020 7:49 PM
To: City Clerk Dept
Cc: Leisa Johnson
Subject: Public Comments - Agenda Item G-9 (pulled from Consent Calendar)

Dear Mayor and City Councilmen,

Please see my concerns and questions below regarding items G-9 and G-10, both of which have been pulled from the Consent Calendar.

My requests and questions to all of you regarding Item G-9:

- 1) Why is this item even on the consent calendar?
- 2) Are any of you mindful of what is transpiring with Veolia and the City? Maybe the question that I should be asking is - **Do any of you even care?**

Just last month, after the Public Hearing where you unanimously voted to willingly raise our rates without a proper and thoroughly vetted review, **a Councilman told me to my face, “We all know Veolia is robbing us blind”.**

Do you have any idea how that sounds let alone looks?

- 3) Please read the Staff Report for Item G-9. If you do not appropriately question the work and payments for this item, then you are willingly choosing to turn a blind eye to the incompetency that plagues this City’s relationship with Veolia.
- 4) How does Veolia conduct the RFP process and **why are these sealed bids? That does not meet the definition of transparency.**
- 5) How are contractors selected to be on the list of pre-qualified contractors in the City of Richmond?
- 6) How often is this list of pre-qualified contractors updated, and who is responsible for overseeing this?
- 7) How many contractors are currently on that list?
- 8) Of the two pre-qualified contractors who submitted bids for the 2018/2019 RAA and as per the Staff Report:
 - **W.R. Forde and Associates** is alleged to have submitted:
 - a more expensive bid (again, we don’t know that because bids were mysteriously sealed), and
 - a non-compliant and non-responsive bid (i.e., it did not include the entirety of the scope of work for the **“Makeup Work”**).
 - **Bay Hawk, Inc.**
 - won the RFP (“sealed” bid) for the 2018/2019 RAA RFP;
 - is now also being awarded the contract for the **“Makeup Work” by default;** and

- the Public has **no** idea how much more expensive Bay Hawk's bid is because we don't know how far out of compliance W.R. Forde and Associates bid was.

9) Why was the Makeup Work RFP only sent out to these two contractors?

- Are they the only two pre-qualified contractors?
- How does a contract that is won by default protect taxpayers?

10) Should W.R. Forde & Associates be removed from the pre-qualified contractor list?

11) City Staff is asking you to basically fire Veolia from overseeing this "Makeup Work".

- **What is Makeup Work???**
- The Staff report says:
 - *"However, upon Veolia completing the post repair closed-circuit televising (CCTV) of the pipes in May of 2020, a year after the 2018/2019 Project had listed the Grade 4 and 5 defects repaired, it was determined that additional defects were identified on certain pipe segments."*
- The Staff Report glosses over this and does not properly define what the additional defects are let alone when or how they occurred.
- What are these "additional defects"?
- Were they not properly identified before the initial RFP was sent out; are they new defects; or did they result from the work that Bay Hawk did?
- The Public simply has no idea if they are new, resulting from normal wear & tear, etc.
- Who is responsible for paying for this and why?

12) As per Amendment 5 with the City, Veolia is guaranteed 16.5% Markup for all third party approved work.

- Will Veolia get **any** "Markup" on this 3rd party approved, let alone 16.5%, since as per the Staff Report, the City is asking the City Council to approve their recommendation to basically fire Veolia from overseeing this "Makeup Work".
 - *"Based on Veolia's failure to adequately manage the 2018/19 RAA Project, City Staff recommends that the City not utilize Veolia as its project manager on this Makeup Work. This recommendation is made because of Veolia's failure to perform on the 2018/2019 RAA Project and their failure to comply with the directives of Yader Bermudez regarding the scope of the Makeup Work. Instead of utilizing Veolia, the City staff recommends that the City self-perform the scope of Makeup Work by directly contracting with Bay Hawk, Inc."*

Will a majority of you please put the interest of your residents and businesses over that of Veolia's, and uphold your fiduciary responsibility?

As a homeowner, I have no choice in this matter. And 67% of your property owners as well as residential and commercial tenants have no choice in this matter. When are we finally going to get fair representation when it comes to RMSD?

Respectfully,
Leisa

