MEMORANDUM

TO: Community Investment and Infrastructure Commissioners

FROM: Tiffany Bohee
Executive Director

SUBJECT: Authorizing a personal services contract with Treadwell & Rollo, a Langan Company, a New Jersey corporation, for a contract 3-year term, with a total aggregate budget amount not to exceed $1,114,299, to provide environmental technical services in connection with; (1) the development at the Hunters Point Shipyard and (2) the remediation and transfer of property at the Hunters Point Shipyard from the U.S. Department of the Navy to the Office of Community Investment and Infrastructure; Hunters Point Shipyard Redevelopment Project Area

EXECUTIVE SUMMARY

On January 22, 2013, staff issued a Request for Proposals (“RFP”) offering the opportunity to contract with the Office of Community Investment and Infrastructure (“OCII”) to provide technical services regarding environmental matters (“Environmental Technical Services”) at the Hunters Point Shipyard (“Shipyard”).

The personal services contract (“Contract”) with the previous consultant who provided these services, Treadwell and Rollo, expires on July 31, 2013. In accordance with OCII’s Purchasing Policy, OCII must publicly offer a new Contract after contracting with the same firm for three consecutive years. The Environmental Technical Services RFP includes the following scope of services:

1) Reviewing and analyzing the technical documents produced primarily by the U.S. Department of the Navy (“Navy”), as well as the U.S. Environmental Protection Agency (“EPA”), and the State of California, acting through the California Department of Toxic Substances Control and Regional Water Quality Control Board (the EPA and the State, collectively, the “Regulators”) relating to the environmental contaminants on and remediation of the Shipyard; and

2) Advising OCII in its role as the local reuse authority for and redeveloper of the Shipyard.

A selection panel (“Selection Panel”) comprised of OCII staff, technical environmental staff from the City’s Department of Public Health, and Hunters Point Shipyard Citizens Advisory Committee (“CAC”) members was formed to evaluate the RFP proposals. On the RFP due date of March 15, 2013 OCII received three complete and responsive proposals for the RFP. The three proposals were from 1) Remedy Engineering, 2) Treadwell & Rollo, and 3) URS. All three were invited for in-person interviews but Remedy Engineering experienced a staff change that caused them to withdraw their proposal prior to the interviews. After interviewing both
Treadwell & Rollo and URS and conducting an evaluation process, the Selection Panel voted to recommend Treadwell & Rollo for a Contract to provide Environmental Technical Services to OCII.

Staff is now requesting authorization to enter into a Contract with Treadwell & Rollo to provide Environmental Technical Services for a 3-year term. The total aggregate budget amount is not to exceed $1,114,299 and is reimbursable under the Hunters Point Shipyard Phase 1 Disposition and Development Agreement ("Phase 1 DDA") and Hunters Point Shipyard Phase 2/Candlestick Point Disposition and Development Agreement ("Phase 2 DDA") with HPS Development Co., LP and CP Development Co., LP, a joint venture between Lennar and Scala Real Estate Partners, Hillwood, and Estein and Associates, USA (collectively, "the Developer").

Staff recommends authorizing a Contract with Treadwell & Rollo, for a 3-year contract term, for the period August 1, 2013 through July 31, 2016, with a total aggregate budget amount not to exceed $1,114,299, to provide environmental technical services in connection with: (1) the Phase 1 development at the Shipyard and (2) the remediation and transfer of property at the Shipyard from the Navy to OCII.

BACKGROUND

Hunters Point Shipyard and Candlestick Point Overview and Summary

The Hunters Point Shipyard and Candlestick Point areas (together the "Project") are comprised of approximately 770 acres along the long-neglected waterfront lands of southeastern San Francisco (see attached Project Map, Attachment B). The Shipyard portion of the Project is a former naval base. Transfer of property by the Navy to OCII and redevelopment of the property will occur in phases after the Navy’s completes its environmental remediation.

The San Francisco Board of Supervisors originally adopted the Shipyard’s Redevelopment Plan in 1997 and amended it in 2010 to provide for the integrated planning and development of the Shipyard and the Candlestick Point portion of the Bayview Hunters Point Redevelopment Project Area. These lands will be developed and transformed into productive areas for jobs, parks, and housing, including affordable housing. The Project will be implemented in two phases and will deliver over 12,000 new homes, approximately 32 percent of which will be below market rate and will include the rebuilding of the Alice Griffith public housing development consistent with the City’s HOPE SF program, up to 3 million square feet of research and development space, and more than 350 acres of new parks in the southeast portion of San Francisco.

In total, the Project will generate over $6 billion of new economic activity to the City, more than 12,000 permanent jobs, hundreds of new construction jobs each year, new community facilities, new transit infrastructure, and provide approximately $90 million in community benefits. The Project’s full build out will occur over 20 to 30 years, but over 1,000 units of housing and 26 acres of parks will be completed over the next five years in the first phase of the Shipyard.
Conveyance Agreement and the Collaborative Partnership

The Shipyards were closed by the federal government in 1974. In 1989, due to environmental contamination on the base, the U.S. Environmental Protection Agency ("EPA") placed the Shipyards on the National Priorities List of "Superfund" cleanup sites, requiring the Navy to investigate and remediate hazardous materials at the Shipyards.

In April 2004, the former San Francisco Redevelopment Agency Commission (the "SFRA Commission") authorized a Conveyance Agreement between the Navy and SFRA. The Conveyance Agreement requires the Regulators (together the EPA and the State of California are the "Regulators") to confirm that each parcel is remediated to a level that is safe for its intended use prior to transfer and for the Navy, OCII, and the Regulators to share environmental information in a "Collaborative Partnership." OCII, DPH, and the Office of the City Attorney (collectively, the "Environmental Team") reviews and analyzes the technical documents produced by the Navy and the Regulators relating to the environmental remediation of the Shipyards.

It is in the interest of OCII and the City to review and provide feedback on these environmental documents to ensure that the Navy will remediate the Shipyards in a manner that is protective of public health and the environment and is consistent with the proposed reuse plans. On issues where OCII requires specific environmental technical expertise and it is not available through the Environmental Team, outside expert consultants are engaged.

Environmental Technical Services

In December 2009, SFRA approved a Contract with Treadwell & Rollo, for Environmental Technical Services, for a term of three years. In September 2011, SFRA approved a First Amendment to the Contract to add additional funds, for a total aggregate Contract amount not to exceed $2,701,880. In April 2013, the Commission approved a Second Amendment to the Contract to extend the term on a month to month basis for up to twelve months.

Under OCII’s Purchasing Policy, new Contracts must be offered for competitive solicitation every three years. Pursuant to the Purchasing Policy, in January of this year, OCII staff issued an RFP offering the opportunity to provide Environmental Technical Services to OCII. Three firms, 1) Remedy Engineering, 2) Treadwell & Rollo, and 3) URS, submitted proposals they were all were invited for in-person interviews. During the time leading up to the interviews one of the firms, Remedy Engineering, contacted OCII staff to alert us that due to a staff change they would not be able to perform the scope of services outlined in the RFP and requested to withdraw from the process.

DISCUSSION

Selection Process

The Selection Panel interviewed both Treadwell & Rollo and URS and conducted a thorough evaluation of their written proposals. Both the written proposals and interviews were weighted equally culminating in a total average score. During the interviews with the Selection Panel the
firms were asked questions based on the RFPs scope of services that were designed to assess the firm’s technical competency, experience, and ability to perform on the Contract. During the interviews the firms presented their team’s qualifications and described their proposed approach to the scope of work. The Selection Panel found that both Treadwell & Rollo and URS had a high level of technical competency and deep experience on base closure projects. However, the Selection Panel felt that Treadwell & Rollo had stronger experience working on environmental issues similar to the Shipyard’s, more experience working with community groups, and a more cost competitive proposal. At the conclusion of the interviews the Selection Panel voted to recommend Treadwell & Rollo for a Contract to provide Environmental Technical Services to OCII and produced the following scores: Treadwell & Rollo (86) and URS (74).

**Treadwell & Rollo**

Treadwell & Rollo has provided valuable services to the Shipyard project for over a decade. Starting in 1999, through a Request for Qualifications process complying with the Human Rights Commission’s procurement guidelines, Treadwell & Rollo was selected for an environmental services Contract with the City’s Department of Public Works (“DPW”). Between 2000 and 2004, a Letter Agreement between DPW and SFRA allowed SFRA to use DPW’s consultants for engineering and environmental work associated with its evaluation of and its redevelopment plans for the Shipyard. In December 2003, the SFRA Commission authorized a three-year Contract directly with Treadwell & Rollo, in the amount of $360,000 to continue as the consultant to the Environmental Team. Treadwell & Rollo’s work during the term of the Contract was a vital factor in the Agency’s and the City’s due diligence on environmental issues before the Commission authorized the transfer of Parcel A from the Navy to the Agency in December 2004.

Treadwell & Rollo’s expertise and accumulated knowledge on environmental issues related to the Shipyard continues to be critical to the Environmental Team in its on-going work with the Navy and the Regulators. It is due to Treadwell & Rollo’s depth of expertise and experience that the Selection Panel determined that Treadwell & Rollo had the most technical competency, experience, and ability to perform on the Contract and recommended them for the Contract award.

**Scope of Services**

Below is a summary of the Contract’s scope of services and budget. A detailed scope of services and budget are included as Attachment 1:

1. Provide independent review and analysis of the technical documents relating to the environmental remediation of the Shipyard produced by the Navy and the Regulators.
2. Advise OCII in its role as the local reuse authority for and redeveloper of the Shipyard.
3. Advise OCII on the compliance of the Shipyard’s development with the environmental controls imposed on the Shipyard by DPH’s Health Code Article 31.
4. As needed, provide review of air quality testing performed by the Developer’s environmental consultants for Parcel A.

**Budget**
The total aggregate budget amount is $1,114,299. OCII has allocated $356,893 for the first year of the Contract. Extensions of the Contract and approval of each year’s budget are exercised at the Executive Director’s discretion. OCII’s expenses under the Contract are reimbursable by the Developer under the Shipyard’s Phase 1 and 2 DDAs. A summary of the Budget is below:

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**Equal Opportunities Programs**

Treadwell and Rollo must comply with OCII’s Equal Opportunity Programs which include, the Bayview Hunters Point Employment and Contracting Policy ("BVHP ECP"), the Small Business Enterprise Policy ("SBE"), the Nondiscrimination in Contracts Policy, the Minimum Compensation Policy and the Health Care Accountability Policy. Treadwell & Rollo has proposed an SBE consultant team that meets the 50 percent SBE goal (see the Professional Consultants Summary, Attachment C).

Also, Treadwell & Rollo has voluntarily opted into the trainee program under the SBE policy and will be required to bring on four trainees over the 3 years of the Contract term. Treadwell & Rollo will work with OCII and local community-based organizations to hire qualified candidates (college student or bachelor’s degree candidate) from the Bayview Hunters Point community and provide them with training in the environmental and/or geotechnical areas. Treadwell & Rollo has already identified two 94124 candidates and has made them an offer for a trainee positions. Treadwell & Rollo, Inc. is committed to its affirmative action hiring goals and developing qualified people to create a diverse workforce.

**Community Outreach**

OCII staff briefed the CAC on the details of the proposed Contract with Treadwell & Rollo, during its meetings in July 2013. The CAC recommended that the Contract move forward to the Commission for consideration.

**Enforceable Obligation**

The Contract with Treadwell & Rollo is an enforceable obligation under the Dissolution Law. The Contract is in furtherance of, and is necessary to complete, OCII obligations under the Phase 1 and 2 DDAs, as well as the Conveyance Agreement. The Contract is shown on line HPSY 79 of the approved Recognized Obligation Payment Schedule for July to December 2013, which was approved by the Oversight Board and the Department of Finance. On December 14, 2012, the California State Department of Finance issued a Final and Conclusive Determination under California Health and Safety Code § 34177.5 (j), that the Phase 1 DDA and the Phase 2 DDA are enforceable obligations that survived the dissolution of the Redevelopment Agency. The Agency’s expenses under the Contract are reimbursable by the master developers under the Shipyard’s Phase 1 and 2 DDAs.

**California Environmental Quality Act**
Authorization of a Contract with Treadwell & Rollo is an OCII administrative activity that would not have any direct physical effects on the environment and is not a "Project" as defined in California Environmental Quality Act Guidelines Section 15378(b)(5).

(Originated by Thor Raslowski, Project Manager)

Tiffany Bohee
Executive Director

Attachment A: Scope of Services and Budget
Attachment B: Project Map
Attachment C: Professional Consultants Summary
ATTACHMENT A

SCOPE OF SERVICES AND BUDGET

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**Phase 1**

1. As directed by the Agency and DPH, provide information and recommendations about Phase One work to the Successor Agency, various city departments, officials, and advisory committees.

2. As directed, evaluate, graph, and analyze air sampling results and prepare figures as needed. Prepare written summaries or review those prepared by others.

3. As directed, produce internal and publicly shared sets of tables and maps that portray historical analytical results for Shipyard Parcel A.

4. If needed, attend Environmental Team meetings and attend/assist in presentations for other technical and non-technical meetings as scheduled by the Agency, City, Navy, regulatory agencies, developer and possibly community groups.

5. If needed, provide community relations support services.

6. If needed, technical support for OCII staff review of environmental, geotechnical, civil and earthquake engineering aspects of infrastructure designs and major phase components, including for example geotechnical reports, shoreline improvement plans, and grading plans.

7. If needed, provide limited air sampling services for particulate monitoring following protocols in the Revised Dust Control Plan February 2007, as may be updated or amended from time to time, and air sampling services for naturally occurring asbestos following protocols in the revised Asbestos Dust Mitigation Plan May 2009, as may be updated or amended from time to time, for up to an intermittent 20 days/year at up to 4 locations.

**Phase 2**

1. Attend Base Closure Team (BCT) meetings, as needed.

2. Review and evaluate the environmental work and documents produced by the Navy including continued and ongoing review and comment on remediation issues and groundwater monitoring. As directed; review, evaluate and provide comments on documents such as:

   a) Parcel B documents including: Treatability/Pilot Study Work Plans and reports; Remedial Action Work Plans (RAWP); Construction Summary and Remedial Action Completion Reports (RACR); Petroleum Hydrocarbon Site Closeout Reports; Radiological Closeout
Reports; Soil Vapor Sampling Documents; Operation and Maintenance Plan; Finding of Suitability for Transfer (FOST);
b) For Installation Restoration Sites 7 and 18: Operation and Maintenance Plan; Finding of Suitability to Transfer (FOST);
c) Parcel C documents including: Treatability/Pilot Study Work Plans and reports; Removal Action Closeout Reports; Remedial Design Package including Design Basis Report, Remedial Action Monitoring Plan; Land Use Control Remedial Design, Operation and Maintenance Plan, and Cost Opinion; RAWPs, Corrective Action Plans (CAPs); RACRs; Petroleum Hydrocarbon Site Closeout Reports; Soil Vapor Sampling Documents; and FOST;
d) Parcels D-1, and G documents including: RAWPs; Treatability/Pilot Study Work Plans and reports; Removal Action Closeout Reports; Construction Summary and RACRs; Petroleum Hydrocarbon Site Closeout Reports; Radiological Closeout Reports; Soil Vapor Sampling Documents; Operation and Maintenance Plan; and FOST;
e) Parcels E and E-2 documents including: Landfill Gas Monitoring Reports and Removal Action Closeout Report; Removal Action and Treatability/Pilot Study Work Plans and reports; CAPs; Proposed Plans; ROD; Remedial Design Package Reports including Design Basis Report, Remedial Action Monitoring Plan, Land Use Control Remedial Design, Operation and Maintenance Plan, and Cost Opinion, and Soil Vapor Sampling Documents; RAWPs; Construction Summary and RACRs; Petroleum Hydrocarbon Site Closeout Reports; wetlands related documents;
f) Parcel F radiological documents and radiological addendum to Feasibility Studies; Proposed Plan; ROD; Remedial Design Package Reports including Design Basis Report, Remedial Action Monitoring Plan, Land Use Control Remedial Design, Operation and Maintenance Plan, and Cost Opinion; RAWP
g) Parcels UC-1, UC-2 including Operation and Maintenance Plans; RACRs; Petroleum Hydrocarbon Site Closeout Reports; Soil Vapor Sampling Documents; and FOSTs;
h) Parcel UC-3 documents including PP; ROD; Remedial Design Package Reports including Design Basis Report, Remedial Action Monitoring Plan, Land Use Control Remedial Design, Operation and Maintenance Plan, and Cost Opinion; Soil Vapor Sampling Document; RAWPs, Petroleum Hydrocarbon Site Closeout Reports; and FOST;
i) Federal Facilities Agreement (FFA) schedules;
j) Other technical documents related to soil, soil gas, and groundwater contamination at Hunters Point Shipyard; geotechnical investigation documents; Dust Control Plans; and related to potential real estate documents (Finding of Suitability to Lease [FOSLs], Lease in Furtherance of Conveyance [LIFOCs], licenses, leases, and easements);
k) Five Year Reviews; and
l) Community Involvement Plans.

3. For the IR 7 and 18 Radiological Area Requiring Institutional Controls (ARIC), assist the Agency in drafting language for the license exemption request and escrow instruction (or similar mechanism) concerning the ARIC and procedures, criteria, and schedule for obtaining commitment for and achievement of approval for license exemption from the California Department of Public Health.

4. Assist with updating, distributing, and tracking progress on schedule for Agency and City transfer tasks related to the Navy’s Shipyard parcels. Support the on-going negotiations between the Agency and the Navy for parcel transfer. As directed, provide information and
recommendations to the Agency, various city departments, officials, and advisory committees (e.g., Planning Commission, Agency Oversight Board, Board of Supervisors, Health Department, etc.).

5. Assist Agency’s and DPH’s work to produce a Shipyard Arcview GIS/database system including: attending meetings and coordinating with DPH as needed; assisting with database formatting and uploading; and providing ongoing support to DH on system use and maintenance.

6. Obtain radiological review services from radiological experts as needed.


8. For the transfer of Parcels B, C, D-1, D-2, G, IR7/18, UC-1, UC-2, and UC-3:
   a) Edit drafts of environmental White Paper(s) including writing new sections as directed
   b) Write environmental opinion letter(s) on parcel transfer
   c) Assist, as needed, with environmental aspects of transfer documents such as deeds, Covenants to Restrict Use of Property, property surveys, etc.
   d) Assist the Agency in negotiating the terms and scope of services for potential contracts between the Agency and the Navy for transfer of some or all of the Navy’s long term CERCLA obligations (including operation and maintenance (O&M) services and institutional control monitoring and annual reporting) (except for D-2)
   e) Assist the Successor Agency in developing a technical scope and contract for subcontracting out and fulfilling all long term obligations that are transferred from the Navy (including operation and maintenance (O&M) services and institutional control monitoring and annual reporting) per the negotiated contracts/agreements between Navy and Agency (except for Parcel D-2)

9. Attend Environmental Team meetings/conference calls with the Agency and DPH. As directed, coordinate environmental review efforts with developer when the interests of the Agency and the developer are the same. As requested, attend meetings with developer.

10. If needed, attend and assist in presentations for other technical and non-technical meetings as scheduled by the Agency, City, Navy, regulatory agencies, developer, Mayor’s Shipyard Citizens Advisory Committee, and other community groups.

11. As needed, provide community relations support services which may include periodic brief email summaries of ongoing Navy work.

12. Update and maintain the report review schedule and the HPS environmental document library and Access database.

13. If needed, technical support for OCIi staff review of environmental, geotechnical, civil and earthquake engineering aspects of infrastructure designs and major phase components, including for example geotechnical reports, shoreline improvement plans, and grading plans.

14. If needed, provide limited air sampling services for particulates and naturally occurring asbestos.
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