Council Meeting of
November 21, 2006

Honorable Mayor and Members
of the Torrance City Council
City Hall
Torrance, California

Members of the Council:

SUBJECT: Community Development – Authorize License Agreement for Two (2) Groundwater Monitoring Wells

RECOMMENDATION

The Community Development Director recommends that the City Council authorize the Mayor and the City Clerk to execute and attest to a License Agreement with Equilon Enterprises LLC, dba Shell Oil Products US for two (2) groundwater monitoring wells.

FUNDING

No funding required.

BACKGROUND AND ANALYSIS

The Los Angeles Regional Water Quality Control Board (RWQCB) has directed Equilon Enterprises LLC, dba Shell Oil Products US (Equilon Enterprises), as owner of the former gas station located at 25904 Rolling Hills Road, to install two (2) monitoring wells near this location. The purpose of these wells is to monitor for possible hydrocarbon contamination in groundwater, which may have migrated from the former Shell gas station.

Equilon Enterprises is requesting to install two (2) groundwater monitoring wells to be located in the public right-of-way. Exhibit "A" of the License Agreement (Attachment A) shows the locations for these proposed wells. Attachment B is a letter from Delta Environmental Consultants, Inc. explaining the need for the proposed groundwater monitoring wells and the necessity for the wells to be located in the street.

It is recognized that construction of the wells will disrupt existing vehicular traffic. Staff has discussed this impact with the applicant and has sought alternative locations. However, the applicant has indicated that potential plume migration north of the site must be monitored. Therefore, the wells will be installed in the southbound left turn lane of Crenshaw Boulevard. The southbound left turn lane will be partially closed, however, vehicles will be allowed to make left turns during construction.

A copy of a License Agreement with Equilon Enterprises is attached. This Agreement requires a $20,000 bond, a $513 license fee and $1,000,000 liability insurance policy if Equilon Enterprises is not self-insured. This is a standard agreement used in previous well constructions. It exempts the City from any financial or legal encumbrances associated with the construction, operation, and relocation or actions required as a result of test data obtained from said wells.

The drilling, installation, and development of the proposed wells will take approximately one and one-half days for each well. The boreholes will be ten (10) inches in diameter and approximately 31 feet deep. The monitoring wells will be two (2) inches in diameter. A traffic vault with lid will be set flush with the ground surface and contain a locking watertight cap. A Construction and Excavation permit will be required by the Community Development Department to regulate work in the public street.

Respectfully submitted,

JEFFERY W. GIBSON
Community Development Director

By: _____
FELIPE SEGOVIA
Building Regulations Administrator

CONCUR:

_____
JEFFERY W. GIBSON
Community Development Director

_____
LeROY J. JACKSON
City Manager

Attachments:
A. License Agreement with Exhibit "A:
B. Delta Environmental Consultants, Inc. letter dated October 11, 2006

IGM/cks1862

LICENSE AGREEMENT FOR MONITORING WELLS

THIS AGREEMENT, made and entered into in quadruplicate as of this _____ day of _____, 2006 in the City of Torrance by and between the **CITY OF TORRANCE,** a municipal corporation, hereinafter called the "City", and Equilon enterprises LLC dba Shell Oil Products US (SOP US), an LLC Corporation, hereinafter called "Grantee";

WHEREAS, Grantee desires to drill two (2) monitoring wells on a City street easement at locations shown on attached map (Exhibit A); and

WHEREAS, the location and general description of the wells is satisfactory to the City; and

WHEREAS, said monitoring wells is for the purpose of determining the extent of, if any, hydrocarbon migration from the former Shell Service Station site at 25904 Rolling Hills Road in the City of Torrance hereinafter called "Site".

NOW, THEREFORE, the parties hereto agree as follows:

The City hereby grants to Grantee for the term of ten (10) years from the effective date of this Agreement, subject to extensions at the discretion of the City, subject, further, to all the special and general provisions attached hereto and made a part hereof, the right and privilege to construct, erect, maintain, operate, repair, renew, remove and abandon monitoring wells for determining the extent of hydrocarbon migration in the City of Torrance as described and shown on Exhibit "A" attached hereto and made a part thereof.

GENERAL PROVISIONS

I. LOCATION OF WELLS - The wells shall be located as described and shown in Exhibit "A".

II. CONSTRUCTION OF WELLS

A. Time of Construction. The Grantee, in good faith, shall commence the work of constructing the wells within 30 days from the date of this Agreement and shall complete such construction within 30 days after commencing construction.

B. As-Built Drawings and Maps. Within ninety (90) days following the date in which any facilities have been constructed under this Agreement, the Grantee shall file as-built drawings and maps in such form as may be required by the City, showing accurately the location and size of all its facilities then in place, and shall, upon installation of any additional facilities, or upon removal, change or abandonment of all or any portion thereof, file revised as-built drawings and maps showing the location and size of all such additional, removed or abandoned facilities as of that date.

C. Other Approvals. The installation and operation of the wells shall be to existing requirements of the City of Torrance and the Los Angeles Regional Water Control Board.

D. Installation and Testing of Wells. The wells shall be installed, sampled and tested in substantial accordance with the Delta Environmental Consultants Inc. (DELTA) Work Plan prepared for Shell Oil Products, for assessment as may be amended or modified with approval of the Regional Water Quality Control Board ("RWQCB").

III. CONFORMANCE REQUIREMENTS

A. Conformance with State Codes. The wells and appurtenances shall be constructed in accordance with all State of California Standards for the construction of wells as set forth in State laws, rules or regulations.

B. Conformance with City Ordinances and Permits. The wells and appurtenances shall be constructed in conformity with all City ordinances, rules or regulations in effect at the time of construction, or as prescribed by the City.

C. Conformance with Regulations and Requirements of Boards and Agencies. The wells shall be constructed and maintained in accordance with standards, regulations, or existing requirements of the Los Angeles Regional Water Quality Control Board and the State of California Department of Health Services.

D. In the event Grantee assumes control of the Site, Grantee will maintain the grounds and improvements on the Site in a safe, clean and neat manner to the reasonable satisfaction of the Environmental Division of the Community Development Department of the City. Any containers stored on the Site must be screened from public view.

IV. CLEANUP OF BREAKS AND LEAKS

If any portion of any street shall be damaged by reason of Grantee's construction, operation or maintenance of any facility constructed or maintained under this Agreement, or if any street, sidewalk, sewer, storm drain or other facility be contaminated with waste water, gasoline or other substance due to operations by the Grantee, the Grantee shall, at its own expense, immediately repair or clean up or cause to be repaired or cleaned up any such damage or contamination and put such street, sidewalk, sewer, storm drain or other facility in substantially as good condition as it was before such contamination, to the reasonable satisfaction of the City. Such cleanups shall be accomplished in a timely manner, with as little public disruption as possible.

V. EMERGENCY CREWS

During the term of this Agreement, the Grantee shall provide within a twenty-four (24) hour notification, crews for the purpose of repairs, cleanup, preventing or minimizing serious immediate damage or the threat of damage to people or the environment in the event of an emergency resulting from an earthquake, act of war, civil disturbance, flood, leakage or other cause.

VI. REARRANGEMENT OF FACILITIES

A. Expense of Grantee. Whenever, during the existence of this Agreement, the City shall change the grade, width, or location of any street or improve any street in any manner, including the laying of any sewer, storm drain, conduits, gas, water or other pipes owned or operated by the City or any other public agency, or construct any pedestrian tunnels, or other work of the City (the right to do all of which is specifically reserved to the City without any admission in its part that it would not otherwise have such rights) and such work shall, in the opinion of the City, render necessary any change in the position or location of any facilities of the Grantee in the street, the Grantee shall, at its own cost and expense, do any and all things to effect such change in position or location, in conformity with the written notice of the Community Development Director as provided in Paragraph D below.

B. Expense of Others. When such change in construction or work is done for the accommodation of any person, firm or corporation, the cost of such rearrangement shall be borne by the accommodated party. Such accommodated party, in advance of such rearrangement, shall (a) deposit with the Grantee either cash or a corporate surety bond in an amount, as in the reasonable discretion of the Grantee shall be required to pay the costs of such change in work; and (b) shall execute an instrument agreeing to indemnify, defend and hold harmless the Grantee from any and all damages or claims caused by such rearrangement.

C. Rearrangement of the Facilities of Others. Nothing in this Agreement contained shall be construed to require the City to move, alter or relocate any of its facilities upon said streets, at its own expense, for the convenience, accommodation or necessity of any other public utility, person, firm or corporation, or to require the City or any person, firm or corporation now or hereafter owning a public utility system of any type or nature, to move, alter or relocate any part of its system upon said streets for the convenience, accommodation or necessity of the Grantee. If the wells cannot be located as described in Exhibit "A", Grantor shall furnish Grantee with another reasonable acceptable location for such wells in the immediate vicinity.

D. Notice. The Grantee shall be given not less than thirty (30) days written notice of any change or relocation of facilities which the Grantee is required to make

hereunder. Such notice shall specify in reasonable detail the work to be done by the Grantee and shall specify the time that such work is to be accomplished. In the event that the City shall change the provisions of any such notice given to the Grantee, the Grantee shall be given an additional period not less than thirty (30) days to accomplish such work.

VII. REMOVAL OR ABANDONMENT OF FACILITIES

A. Application to City. At the expiration, revocation or termination of this Agreement or of the permanent discontinuance of the use of its facilities or any portion thereof, the Grantee shall, within thirty (30) days thereafter, make a written application to the City for authority (as determined by the Grantee) either (a) to abandon all, or a portion, of such facilities in place; or (b) to remove all, or a portion, of such facilities. Such application shall describe the facilities desired to be abandoned or removed by reference to the map or maps required by Article II, Section B, of this Agreement and shall also describe with reasonable accuracy the relative physical condition of such facilities.

B. Determination of City. The City shall determine whether such abandonment or removal which is thereby proposed may be effected without detriment to the public interest or under what conditions such proposed abandonment or removal may be safely effected. The City shall then notify the Grantee in writing within 30 days following its receipt of Grantee's application, and according to such reasonable conditions as shall be specified that the Grantee may either effect such abandonment or such removal shall, as appropriate, within ninety (90) days thereafter, either:

1. Remove all or a portion of such facilities; or

2. Abandon in place all or a portion of such facilities, as set forth in the Community Development Director's order.

C. Failure to Properly Abandon. If any facilities to be abandoned in place subject to prescribed conditions shall not be abandoned in accordance with all such conditions, then the City may make additional appropriate orders, including, if deemed desirable, an order that the Grantee shall remove all such facilities in accordance with applicable requirements. In the event the Grantee shall fail to remove any facilities which the Grantee is obligated to remove in accordance with such applicable requirements within such time as may be prescribed by the City, then the City may remove or cause to be removed such facilities at the Grantee's expense and the Grantee shall pay to the City the actual cost thereof plus the current rate of overhead being charged by the City for reimbursable work.

VIII. INDEMNIFICATION BY GRANTEE

A.

Grantee will indemnify, defend, and hold harmless City, the City Council, each member thereof, present and future, its officers, agents and employees from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, relating to Grantee's activities under this Agreement, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for negligence. The obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of Grantee, its officers, employees, agents, subcontractors or vendors. It is further agreed, Grantee's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of City, the City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting solely from the negligence or willful misconduct of City, its officers, employees or agents. Payment by City is not a condition precedent to enforcement of this indemnity. In the event of any dispute between Grantee and City, as to whether liability arises from the sole negligence of the City or its officers, employees, agents, subcontractors or vendors, Grantee will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating the City as solely negligent. Grantee will not be entitled in the event of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

B. Grantee shall indemnify and hold harmless the City, its officers, agents and/or employees from and against all claims, costs, expenses, actions, lawsuits, expenses of response, remediation, or cleanup costs, or damages and liability of any kind whatsoever, including but not limited to attorney fees and expenses, directly or indirectly arising out of or attributable to the release or threatened release of a hazardous substance emanating from the Site. This provision shall not apply to any action brought by a third party against the City. Grantee expressly covenants, warrants and promises not to sue the City, its officers, agents and/or employees in any action for contribution or indemnification for any remediation cleanup costs or response which Grantee undertakes as a result of any release of hydrocarbons from the Site.

This indemnity shall continue in full force and effect, and shall survive the termination of this agreement.

IX. INSURANCE REQUIREMENTS

A. INSURANCE

Licensee shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the use of City of Torrance property thereunder by the Licensee, its' agents, representatives, employees or subcontractors. The insurance must be full coverage, or if self-insured, such self insurance must be approved by the City's Risk Manager.

1. Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability.

   a. Primary Bodily Injury with limits of at least $250,000 per person, $500,000 per occurrence and;

   b. Primary Property Damage with limits of at least $100,000 per occurrence, or;

   c. Combined single limits of at least $500,000 per occurrence.

2. General Liability including coverage for premises, products and completed operations, independent contractors/vendors, explosion, collapse and under-ground hazards, and contractual obligations with combined single limits of at least $1,000,000 per occurrence.

3. Pollution Liability with coverage for:

   a. Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;

   b. Property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;

   c. Defense, including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages, and

   d. Losses caused by pollution conditions that arise from the operations of the licensee described under the Scope of Services of this contract with combined single limits of at least $1,000,000 per occurrence.

4. Workers' Compensation with limits as required by the State of California and Employers Liability with limits of at least $500,000.

B. ADDITIONAL INSURED

The City of Torrance, Los Angeles County-Torrance Civic Center authority, Torrance Public Facilities Building Corporation, Torrance Transit System, Redevelopment Agency of the City of Torrance, Torrance Municipal Water Department, elected officials, officers, agents, employees, volunteers, and members of boards and commissions must be named as additional insureds with respect to liability arising out of the operation or property of Grantee.

C. SUFFICIENCY OF INSURERS

Insurance required by this contract/purchase order will be satisfactory only if issued by companies rated **"B+"** or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category of a **"VII"** or better.

D. INCREASE IN REQUIREMENTS

Such insurance shall be maintained by the Grantee for the life of Agreement, and each year on the anniversary of this franchise, Grantee will provide updated evidence that such insurance is in force. The City has the right during the term of this Agreement to amend the insurance requirements to increase the amount and scope of coverage. The City covenants that it will not exercise such right in an unreasonable manner.

X. DEFAULT

A. Effect of Default. In the event that the Grantee shall default in the performance of any of the terms, covenants and conditions herein and such default is curable, the City shall give written notice to the Grantee of such default. In the event that the Grantee does not commence the work necessary to cure such default within thirty (30) days after such notice is sent or prosecute such work diligently to completion, the City may declare this Agreement forfeited. Upon giving written notice thereof to the Grantee, this Agreement shall be void and the rights of the Grantee hereunder shall terminate and the Grantee shall execute an instrument of surrender and deliver same to the City.

B. Force Majeure. In the event Grantee is unable to perform any of the terms of this Agreement by reason of strikes, riots, acts of God, acts of public enemies or other such cause beyond its control, it shall not be deemed to be in default or have forfeited its rights hereunder if it shall commence and prosecute such performance with reasonable promptness as soon as possible to do so.

C. Cumulative Remedies. No provision herein made for the purpose of securing the enforcement of the terms and conditions of this Agreement shall be deemed an exclusive remedy, or to afford the exclusive procedure, for the enforcement of said terms and conditions, but the remedies and procedures herein provided, in addition to those provided by law, shall be deemed to be cumulative.

XI. SCOPE OF RESERVATION

The enumeration herein of specific rights reserved shall not be construed as exclusive or as limiting and general reservation herein made or as limiting such rights as the City may now or hereafter have in law.

XII. NOTICE

All notices, requests, demands, or other communications under this Agreement must be in writing. Notice will be sufficiently given for all purposes as follows:

A. Personal delivery. When personally delivered to the recipient: notice is effective on delivery.

B. First-class mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in a United States Postal Service office or mailbox.

C. **Certified mail**. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.

D. **Overnight delivery**. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account: notice is effective on delivery, if delivery is confirmed by the delivery service.

E. **Facsimile transmission.** When sent by fax to the last fax number of the recipient known to the party giving notice: notice is effective on receipt, provided that (i) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (ii) the receiving party delivers a written confirmation of receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a nonbusiness day. Addresses for purpose of giving notice are as follows:

Grantee:

Equilon Enterprises LLC, dba
Shell Oil Products US
20945 s. Wilmington Avenue
Carson, CA 90810

Fax Number: 949-360-0603

City of Torrance:

City Clerk
3031 Torrance Boulevard
Torrance, CA 90503
Fax: 310-618-2931

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.

Any party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

XIII. SUCCESSORS

The terms herein shall inure to the benefit of or shall bind, as the case may be, the successors and assigns of the parties hereto.

XIV. ACCEPTANCE OF AGREEMENT

This Agreement is entered and shall be held and enjoyed only upon the terms and conditions herein contained.

XV. AGREEMENT TO BE STRICTLY CONSTRUED AGAINST GRANTEE

The Agreement is granted upon each and every condition herein contained and shall ever be strictly construed against Grantee. Nothing shall pass hereby unless it be granted in plain and unambiguous terms. Each of said conditions is a material and essential condition to the granting of this Agreement.

XVI. SPECIAL PROVISIONS

A. Bond. This Agreement is granted on the condition that the Grantee has now and shall at all times during the life of this Agreement keep on file with the City a bond running to the City in the sum of Ten Thousand Dollars ($10,000) per well, executed by a reputable indemnity company entitled to do business in the State of California. The said Bond shall contain the condition that the Grantee shall well and truly observe, fulfill and perform each and every term and condition of this Agreement, and that in case of any breach of condition of said Bond the whole amount of the sum therein named shall be taken and deemed to be liquidated damages and shall be recoverable from the principal and from the sureties upon said Bond. The provisions of this paragraph shall not exempt the Grantee from

compliance with any of the laws of the City in force during the term hereof, which require the Grantee to post a Bond other than the bond required by this paragraph.

B. Fees. As reimbursement for administrative costs in the execution of this Agreement, the Grantee shall pay to the City in lawful money of the United States a fee of Four Hundred and Fifty-Six Dollars ($456) and Fifty-Seven Dollars ($57) for each additional well. This payment shall be made to the City prior to the signing of this Agreement and if made by check shall be made payable to the City of Torrance.

C. Independent Laboratory Analysis. Grantee agrees to have all chemical analyses of samples taken from the wells, which are the subject of this Agreement, performed by qualified independent laboratories which are mutually acceptable to the Grantee and to the City. Grantee also agrees to provide, on request, copies of all analytical test reports to the City as soon as said reports are available.

CITY OF TORRANCE
A Municipal Corporation

By _____
Frank Scotto
Mayor of the City of Torrance

Equilon Enterprises LLC, dba
Shell Oil Products U.S.
An LLC Corporation

By _____
Randy Orlowski
Shell Oil Products U.S.

ATTEST:

_____
Sue Herbers
City Clerk of City of Torrance

APPROVED AS TO FORM:

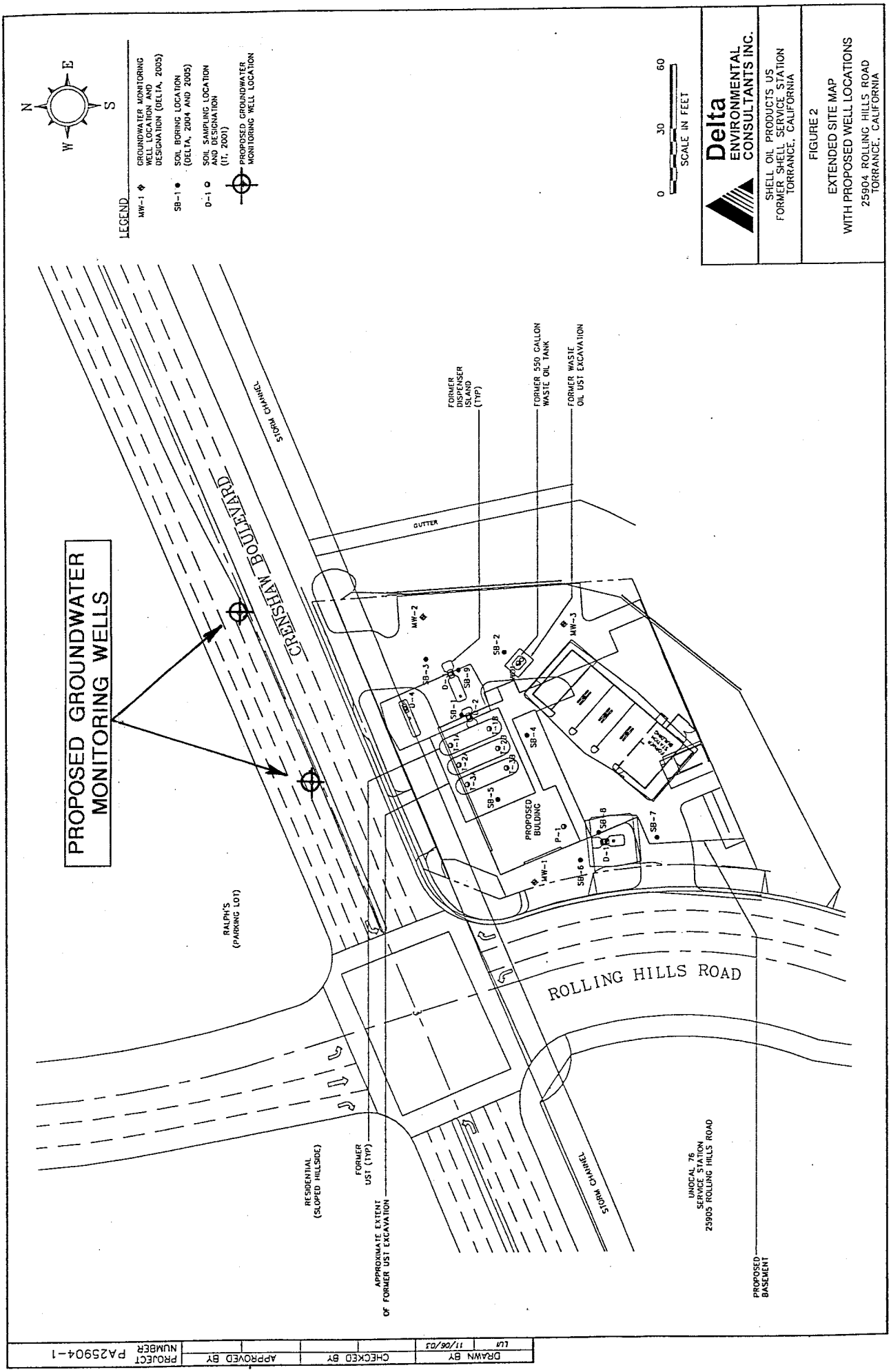
JOHN L. FELLOWS III
City Attorney

By _____

Deputy City Attorney

Attachment: Exhibit A

EXHIBIT "A"



DRAWN BY	CHECKED BY	APPROVED BY	PROJECT NUMBER
LLY 11/06/05			PA2590 4-1

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of ORANGE } ss.

On 10/5/06 (Date), before me, SUNG O. PYON, NOTARY PUBLIC (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),

personally appeared RANDY ORLOWSKI (Name(s) of Signer(s)),

☐ personally known to me

☒ proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

SUNG O. PYON
Commission # 1379880
Notary Public - California
Orange County
My Comm. Expires Oct 13, 2006

Place Notary Seal Above

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: LICENSE AGREEMENT FOR MONITORING WELLS

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
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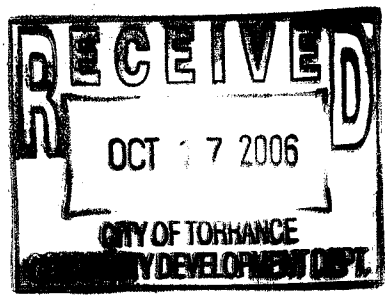
© 2004 National Notary Association • 9350 De Soto Ave., P.O. Box 2402 • Chatsworth, CA 91313-2402 Item No. 5907 Reorder: Call Toll-Free 1-800-876-6827

SUSTAINABLE STRATEGIES FOR GLOBAL LEADERS

October 11, 2006
DELTA Project No. PA25904-1
SAP #136182

Mr. Issa Malki (Imalki@Tornet.com)
Community Development Department/Permit Section
City of Torrance
3031 Torrance Boulevard
Torrance, California 90503



Re: PERMIT APPLICATION
Former Shell Service Station
25904 Rolling Hills Road at
Crenshaw
Torrance, California

DELTA

Dear Mr. Malki:

Delta Environmental Consultants, Inc. (DELTA), on behalf of Equilon Enterprises LLC dba Shell Oil Products US (SHELL), seeks to obtain approval from the City of Torrance to install two (2) groundwater monitoring wells in the public right-of-way property adjacent to the above-referenced former Shell Service Station (see Figure 1). The proposed groundwater monitoring wells (MW-4 and MW-5) are located on Crenshaw Boulevard. As requested by the City of Torrance, four signed and notarized copies of the License Agreement for Monitoring Wells are included as Appendix A.

As requested by the Regional Water Quality Control Board – Los Angeles (LARWQCB), DELTA is currently conducting an environmental site assessment at the former Shell Service Station site located at 25904 Rolling Hills Road, Torrance. As a result of an ongoing environmental assessment at the site, DELTA has advised the LARWQCB that there may be hydrocarbons (gasoline, oil, etc.) in or about the public right-of-way on Crenshaw Boulevard, adjacent to the above referenced former Shell Service Station site. We request permission to install two off-site groundwater monitoring wells in the public right-of-way and perform the work outlined below to determine if hydrocarbons originating from the former Shell Service Station site are present and remediate such hydrocarbons as may be required by applicable law.

The scope of work includes drilling two exploratory borings that will be converted to groundwater monitoring wells, and quarterly monitoring and sampling. Data from the wells will be used to determine if groundwater down-gradient of the site has been impacted with petroleum hydrocarbons. Inspections, surveys, environmental studies and/or other activities that DELTA deems necessary may be conducted to comply with all applicable federal, state

and local statutes, regulations, ordinances, directives, orders and standards governing underground storage tank systems and the assessment or remediation of petroleum hydrocarbons. All work will be performed under the supervision of a California-registered geologist and/or professional civil engineer.

The locations selected for the groundwater monitoring wells are located in the left-turn lane of southbound Crenshaw Boulevard (Figure 2). DELTA has chosen these two locations to monitor groundwater flow down-gradient from the site and minimize impact on the traffic flow on Crenshaw Boulevard. Each well will be approximately 31 feet below ground surface and use a 2-inch diameter casing. Each monitoring well will require an estimated one and one-half days to install, for a total of three days for well installation. The wells will be monitored and sampled on a quarterly basis and will require a time of approximately four hours every quarter. Any monitoring wells DELTA install will have a locking cap placed on each wellhead, and will be capped at grade level and enclosed in a flush-mounted traffic-rated vault, per the attached well diagram (Figure 3).

Currently the LARWQCB is the state regulatory agency overseeing the environmental site assessment at the above mentioned former Shell Service Station site. The LARWQCB requested that SHELL develop a work plan to determine the extent of petroleum hydrocarbons in groundwater beneath and in the vicinity of the site. A workplan for the Shell work was submitted to the LARWQCB for review and approved. The request and approval correspondence from the LARWQCB is included in Appendix B. Offsite assessment is being conducted in conjunction with ConocoPhillips (COP) site #255096; a workplan for the COP work has already been submitted to the LARWQCB for review. A copy of the site plan showing the COP proposed groundwater monitoring wells is included as Appendix C.

Please review the attached information, and please call Ross Inouye (Delta) at (626) 256-6662 or Ross Williams (Delta) at (800) 888-1331. The SHELL Project Manager is Mr. Randy Orlowski; Mr. Orlowski can be reached at (949) 360-1111.

Sincerely,
Delta Environmental Consultants, Inc.

Ross Inouye
Staff Engineer

Ross A. Williams
Senior Project Geologist

Attachments:

Check payable to Torrance City in the amount of $513.00
Figure 1 – Site Location Map
Figure 2 – Proposed Groundwater Monitoring Well Location Map
Figure 3 – Proposed Well Detail
Appendix A – Four (4) signed and notarized copies of the License Agreement for Monitoring Wells
Appendix B – LARWQCB Correspondence, dated July 12, 2005 (received January 6, 2006) and August 4, 2006
Appendix C – Proposed Groundwater Monitoring Well Location Map (ConocoPhillips)

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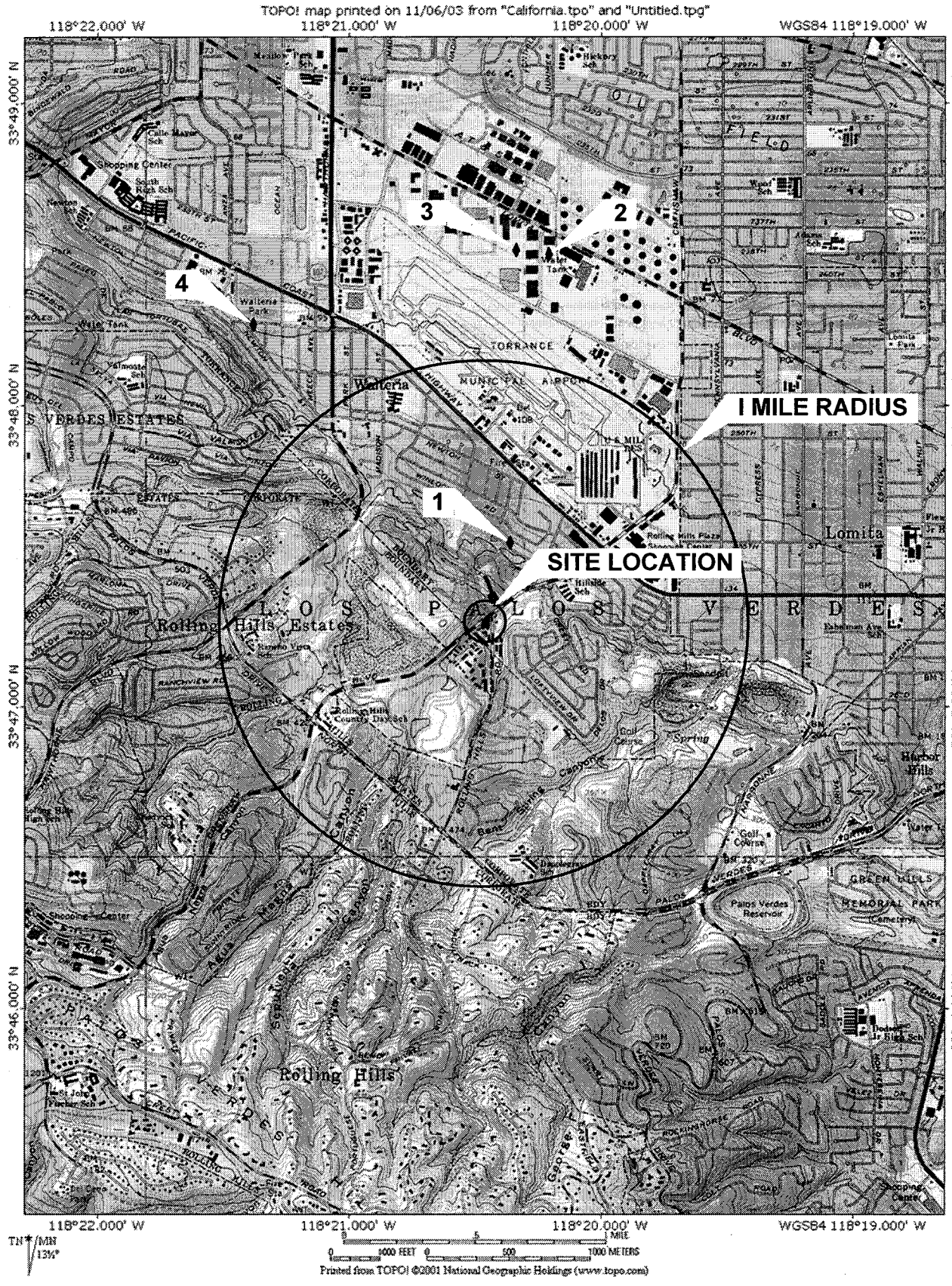
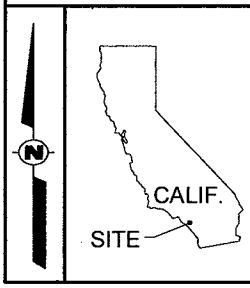
LUI 04/17/03			PA25904-1





1. WELL 250L
2. 04S/14W-22Q001S
3. 04S/14W-15N001S
4. 04S/14W-21N001S

DELTA
ENVIRONMENTAL
CONSULTANTS INC.

SHELL OIL PRODUCTS US
FORMER SHELL SERVICE STATION
TORRANCE, CALIFORNIA

FIGURE 1
SITE LOCATION MAP WITH WATER SUPPLY WELL LOCATIONS
25904 ROLLING HILLS ROAD AT CRENSHAW BOULEVARD
TORRANCE, CALIFORNIA

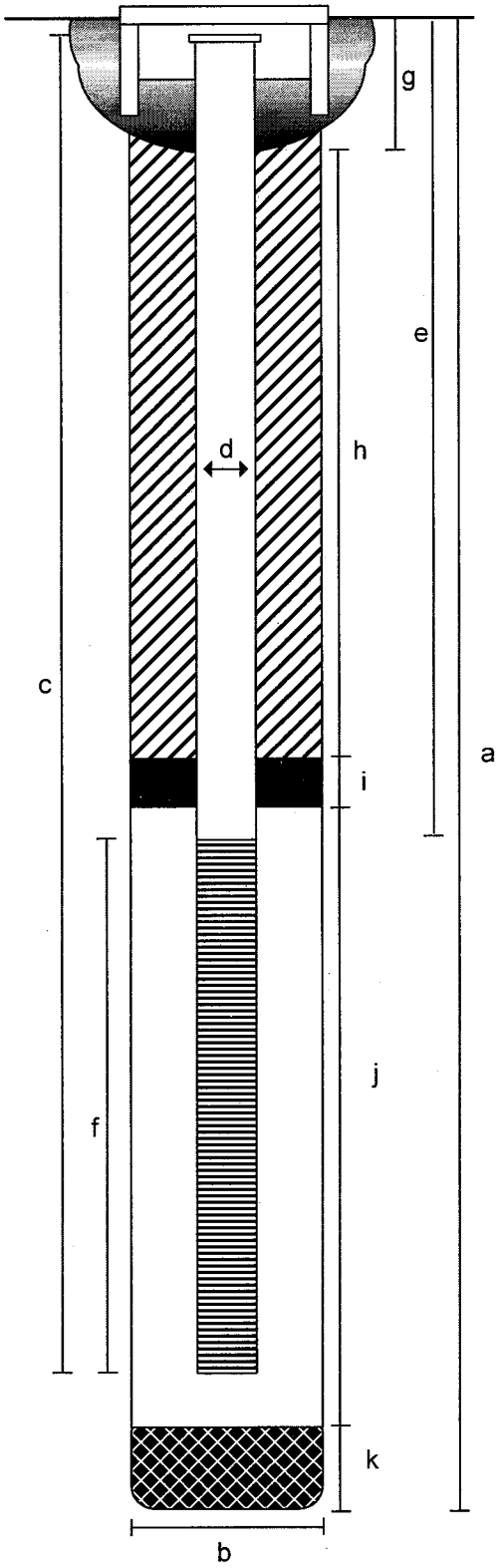
PROPOSED WELL DETAIL

PROJECT NUMBER: PA25904-1 BORING WELL NO: **MW-4, MW-5**

PROJECT NAME: Shell Oil Products US GROUND SURFACE ELEV.: ~240 ft AMSL

LOCATION: 25904 Rolling Hills Rd, Torrance, CA INSTALLATION DATE: TBD

DRILLING CONTRACTOR: Test America INSTALLED BY: DELTA Environmental



EXPLORATORY BORING

a. Total depth: 31 ft.

b. Diameter: 10 in.

Drilling method: CME 75 HSA

WELL CONSTRUCTION

c. Total casing length: 30 ft.

Material: SCH. 40 PVC

d. Diameter: 4 in.

e. Depth to top of perforations: 15 ft.

f. Perforated length: 15 ft.

Perforation type: Machine-slotted

Perforation interval from: 15 to 30 ft.

Perforation size: 0.010 in.

Upper backfill: #2/16 Sand

g. Surface seal: 0 - 2 ft.

Material: Will be sealed when vault is constructed

h. Backfill: 2 - 10 ft.

Material: Bentonite Grout

i. Seal: 10 - 13 ft.

Material: Bentonite chips

j. Gravel pack:
Gravel pack interval from: 13 to 30 ft.

k. Bottom seal/fill: NA ft.

Material: NA

QA/QC
Logged by: _____
Checked by/date: _____

Y:_Shell Sites\2\25904 Rolling Hills\2006-09-27_License Agreement - City of Torrance\FIGURE 3 (25904)Proposed Well Detail.vsd

California Regional Water Quality Control Board
Los Angeles Region
Recipient of the 2001 Environmental Leadership Award from Keep California Beautiful
Alan C. Lloyd, Ph.D.
Agency Secretary
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Arnold Schwarzenegger
Governor

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BY:

July 12, 2005

Mr. Randy Orlowski
Shell Oil Products US
20945 South Wilmington Avenue
Carson, CA 90810

UNDERGROUND STORAGE TANK PROGRAM – TECHNICAL REPORTS REVIEW
FORMER SHELL SERVICE STATION
25904 ROLLING HILLS ROAD, TORRANCE, CALIFORNIA (FILE NO. 905050252) (C-1 SITE)

Dear Mr. Orlowski:

We are in receipt of the "Site Assessment and Monitoring Well Installation Report" (the SAR) dated May 31, 2005 prepared by your consultant, Delta, in response to our letter dated July 22, 2004. This letter intends to provide Regional Board staff comments upon reviewing this report.

Update of Site Assessment and/or Remedial Action

According to the SAR, the subject site used to contain three 10,000-gallon underground storage tanks (USTs), one 550-gallon waste oil tank, six dispensers, and associated product piping. All tanks and piping were removed in October 2001, and the site is currently a vacant lot. The site was purchased by Malaga Bank in December 2001, and the new property owner plans to begin construction of a Malaga Bank at the site.

In February 2004, seven soil borings (SB-1 through SB-7) were drilled at the site to a maximum depth of 25 feet bgs.

On March 17 and 18, 2005, a site assessment was performed by drilling five soil borings at the site. Three of these borings were drilled to 27 feet bgs and were converted to groundwater monitoring wells (MW-1 through MW-3). The other two borings (SB-8 and SB-9) were drilled to 16 feet bgs and 17.5 feet bgs, respectively.

Six groundwater samples from MW-1 through MW-3 and three groundwater grab samples from SB-8 and SB-9 were collected in March 2005. Up to 33,000 µg/L of TPHg, 190 µg/L of benzene, 890 µg/L of toluene, 1,700 µg/L of ethylbenzene, 7,800 µg/L of xylenes, and 79 µg/L of MTBE were detected in the groundwater samples. In March 2005, the groundwater table was measured from approximately 7 feet bgs to 13 feet bgs, and the groundwater flow was to the northeast.

Determination of Site Condition

The levels of petroleum contaminants in the soil samples collected from all the borings SB-1 through SB-9 were below their respected EPA's Region 9 Preliminary Remedial Goals (PRG's). Based on the above data, the vertical extent of contamination in the vadose zone has been delineated, and the residual soil concentrations do not warrant any remedial action at this time.

Based on the groundwater monitoring data to date, no groundwater cleanup is warranted at this time. However, the lateral extent of contaminant plume in the groundwater needs to be fully delineated. As such, a workplan to install a sufficient number of groundwater monitoring wells must be prepared.

Request for Workplan

1. The workplan must propose a sufficient number of onsite and offsite groundwater monitoring wells and must be submitted by **October 15, 2005.**

2. The locations for installation of additional monitoring wells may be selected so that the planned redevelopment activities at the site are not interrupted.

3. Soil samples must be collected at five-foot intervals in all soil borings for geologic logging. However, only onsite soil borings, if any, must be chemically analyzed. All soil samples collected must be field screened for petroleum hydrocarbons using either a Photo Ionization Detector (PID) or a Flame Ionization Detector (FID). Ambient air monitoring also must be performed using either the PID or the FID. All soil samples must be prepared per **EPA Method 5035.**

4. The construction, development, and abandonment of groundwater monitoring wells must comply with requirements prescribed in the California Well Standards (Bulletin 74-90), published by the California Department of Water Resources (can be seen at www.dpla2.water.ca.gov and go to "groundwater").

5. To monitor the groundwater condition at the site, analyses for the following natural attenuation parameters must be initiated and included in the groundwater monitoring reports: pH, dissolved oxygen, redox potential, sulfate, nitrate, ferrous iron, and methane.

Continuous Groundwater Monitoring

1. All existing and new groundwater monitoring wells must be sampled. Groundwater monitoring reports must be submitted quarterly with the next monitoring report due by **July 15, 2005.**

2. Groundwater samples must be analyzed by Cal-LUFT GC/FID or Cal-LUFT GC/MS Method for total petroleum hydrocarbons as gasoline (TPH_G), total petroleum hydrocarbons as diesel (TPH_D); and by EPA Method 8260B for BTEX, and fuel oxygenate compounds including methyl tertiary butyl ether (MTBE), di-isopropyl ether (DIPE), ethyl tertiary butyl ether (ETBE), tertiary amyl methyl ether (TAME), and tertiary butyl alcohol (TBA). Ethanol is also required and shall be analyzed by either method above. The analytical detection limits must conform to the Regional Board General Laboratory Testing Requirements (1/05) (http://www.waterboards.ca.gov/losangeles/html/lab_report.html). All respective analytical methods must be certified by the California Environmental Laboratory Accreditation Program (ELAP). All analytical data must be reported by a California-certified laboratory.

3. All groundwater-monitoring wells must be surveyed in to a benchmark of known elevation above mean sea level by a licensed land surveyor or registered civil engineer. Prior to

collecting groundwater samples, free product thickness (if present) must be determined and the depth to water must be measured in all wells to be sampled. The wells are to be properly purged until the temperature, conductivity, and pH stabilize, and the water is free of suspended and settleable matter, before samples are collected for analysis. Any wells containing free product must be purged to remove any standing product, allowed to equilibrate to prepurged levels and free product thickness measured and removed.

4. For any wells containing free product, a regular program of free product removal is to be implemented in accordance with California Code of Regulations, Title 23, Division 3, Chapter 16, Section 2655. Free product removal results, including volume of product recovered, the legal disposal point, and hauler's reports or hazardous waste manifest, must continue to be submitted quarterly. You must also evaluate and discuss the effectiveness of the free product recovery in the quarterly report. Submit free product progress reports along with quarterly monitoring and cleanup progress reports.

Site Redevelopment

1. In the event that the redevelopment activities reveal any soil and/or groundwater contamination that has not been properly addressed, additional site investigation and/or remedial activities must be performed to properly address the new contamination sources.

2. Prior to initiating construction activities, advanced notice of the proposed work must be given to all adjacent commercial and residential property occupants.

3. During the redevelopment activities, should any groundwater monitoring wells be destroyed or damaged, if any, they must be re-installed at the appropriate locations approved by Regional Board staff.

General Requirements

1. All necessary permits for well installation must be obtained from the Los Angeles County Department of Health Services.

2. All reports must conform to the "Guidelines for Report Submittals" published by the Los Angeles County Department of Public Works.

3. All work must be performed by or under the direction of a registered geologist, certified engineering geologist, or registered civil engineer. A statement is required in the report that the registered professional in direct responsible charge actually supervised or personally conducted all the work associated with the project. All technical submittals must contain a wet ink signature and seal by one of the registered professionals.

4. Regional Board staff must be notified 15 days before start of the fieldwork.

If you have any questions on this matter, please call Arman Toumari at (213) 576-6758.

Sincerely,

for Yi Lu, Ph.D., R.G.
Chief of Los Angeles River Watershed Unit
Underground Storage Tank Section

cc: Yvonne Shanks, SWRCB
Ken Lew, Torrance Fire Department
Nancy Matsumoto, Water Replenishment District of Southern California
Monica Cash, Delta
Brian Braken, BD Environmental