

Council Meeting of
January 9, 2007

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

Members of the Council:

**SUBJECT: Community Development – Authorize License Agreement for
One (1) Groundwater Monitoring Well**

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 Rapid Gas Inc., for one (1) groundwater monitoring well.

FUNDING

No funding required.

BACKGROUND AND ANALYSIS

The Los Angeles Regional Water Quality Control Board (RWQCB) has directed Rapid Gas Inc., as owner of the former gas station located at 18130 Western Avenue in the City of Gardena, to install one (1) monitoring well near this location. The purpose of this well is to monitor for possible petroleum hydrocarbon contamination in groundwater, which may have migrated from the Rapid Service Station.

Rapid Gas Inc. is requesting to install one (1) groundwater monitoring well to be located in the public right-of-way. Exhibit "A" of the License Agreement (Attachment A) shows the location for the proposed well. Attachment B is a letter from The Source Group, Inc. explaining the need for the proposed groundwater monitoring well and the necessity for the well to be located in the street.

It is recognized that construction of the well 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 east of the site must be monitored. Therefore, the well will be installed in the southbound parking lane of Western Avenue and will have minimum impact or disruption of existing vehicular traffic.

A copy of a License Agreement with Rapid Gas Inc. is attached. This Agreement requires a \$10,000 bond, a \$456 license fee and \$1,000,000 liability insurance policy if Rapid Gas Inc. 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 well.

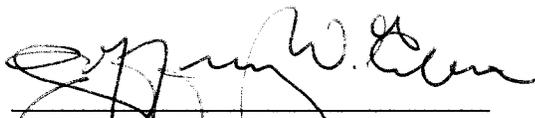
The drilling, installation, and development of the proposed well will take approximately two (2) days. The boreholes will be eight (8) inches in diameter and approximately 60 feet deep. The monitoring wells will be two (2) inches in diameter. A traffic vault with lid will be set flush with the ground 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: 
for 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. The Source Group Inc. letter dated November 20, 2006.
C. California Regional Water Quality Control Board letter dated October 20, 2001

IGM/cks1875

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 Rapid Gas Inc., a California Corporation, hereinafter called "Grantee";

WHEREAS, Grantee desires to drill one (1) monitoring well on a City street easement at locations shown on attached map (Exhibit A); and

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

WHEREAS, said monitoring well is for the purpose of determining the extent of, if any, hydrocarbon migration from the 18130 South Western Avenue in the City of Gardena 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 well 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 well 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 well shall be to existing requirements of the City of Torrance and the Los Angeles Regional Water Control Board.
- D. Installation and Testing of Well. The well shall be installed, sampled and tested in substantial accordance with the Source Group Inc. Work Plan prepared for Rapid Gas Inc., 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 well and appurtenances shall be constructed in accordance with all State of California Standards for the construction of well as set forth in State laws, rules or regulations.
- B. Conformance with City Ordinances and Permits. The well 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 well 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 well 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 underground 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:	Rapid Gas Inc.
	17311 S. Main Street
	Gardena, CA 90248
	Fax Number: 310-323-3483

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.

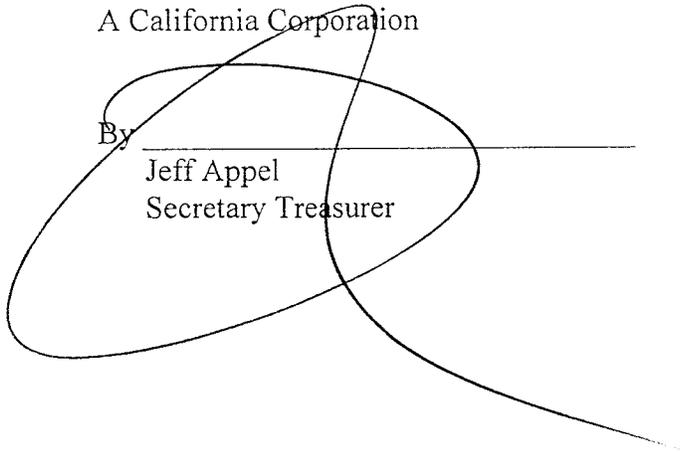
- C. Independent Laboratory Analysis. Grantee agrees to have all chemical analyses of samples taken from the well, which are the subject of this Agreement, performed by qualified independent laboratories which are mutually acceptable to the Grantee and to the City. Grantee also agrees to provide, on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

CITY OF TORRANCE
 A Municipal Corporation

RAPID GAS INC.
 A California Corporation

By _____
 Frank Scotto
 Mayor of the City of Torrance

By _____
 Jeff Appel
 Secretary Treasurer



ATTEST:

 Sue Herbers
 City Clerk of City of Torrance

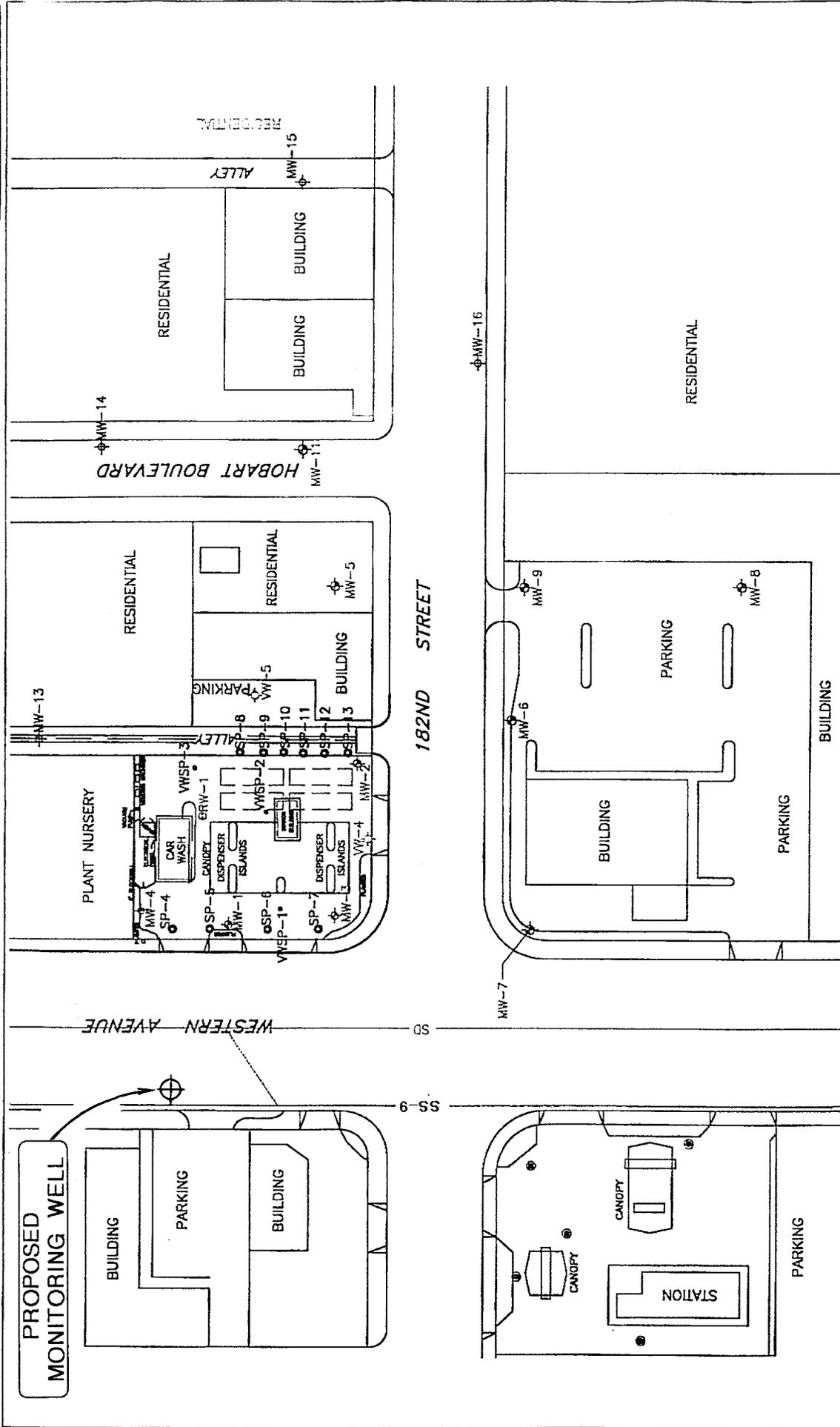
APPROVED AS TO FORM:

JOHN L. FELLOWS III
 City Attorney

By _____
 Deputy City Attorney

Attachment: Exhibit A

EXHIBIT "A"



DATE: 6/2006	FILE NAME: R44_Fig1.DWG	PROJECT NO: 04-RAP_003
<p>PROPOSED GROUNDWATER MONITORING WELL LOCATION MAP RAPID GAS INC. STATION NO. 44 18130 SOUTH WESTERN AVENUE GARDENA, CALIFORNIA</p>		
<p>SGI THE SOURCE GROUP, INC. environmental</p>		FIGURE 2

LEGEND

- PROPOSED MONITORING WELL MW-12 (MW-12 TO MW-16)
- EXISTING MONITORING WELL MW-8
- EXISTING RECOVERY WELL RW-1
- EXISTING VAPOR EXTRACTION WELL VW-4
- EXISTING AIR SPARGE WELL SP-4
- UNDERGROUND STORAGE TANKS

APN: 6106-019-069

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

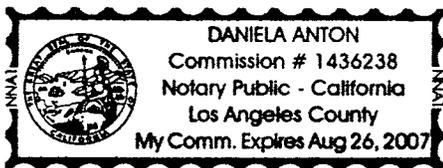
State of California }
County of Los Angeles } ss.

On 26 October, 2006 before me, Daniela Anton, Notary Public,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Jeff Appel
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.



WITNESS my hand and official seal.

Daniela Anton
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

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____





November 20, 2006

Mr. Issa Malki
Community Development Department/Permit Section
City of Torrance
3031 Torrance Boulevard
Torrance, California 90503

Re: PERMIT APPLICATION
Monitoring Well Installation
18130 S. Western Avenue
Torrance, CA

Dear Mr. Malki:

The Source Group (SGI) on behalf of Rapid Gas Company (Rapid) seeks to obtain approval from the City of Torrance to install one (1) groundwater monitoring well in the public right-of-way property adjacent to the above-reference gasoline station. The proposed groundwater monitoring well (MW-12) is located on Western Avenue. As requested by the City of Torrance, four signed and notarized copies of the License Agreement for Monitoring Wells have been submitted.

As requested by the Los Angeles Regional Water Quality Control Board (LARWQCB), Rapid is currently conducting an environmental assessment and remediation of groundwater associated with Rapid Service Station No. 44, located at the above mentioned address (APN: 6106-019-069). Currently the LARWQCB is the state regulatory agency overseeing the environmental site assessment at the Rapid 44 site. SGI developed a Work Plan (WP) to determine the extent of petroleum hydrocarbons in groundwater in the vicinity of the site. The WP letter was submitted to the LARWQCB for review and approval on April 20, 2006. The WP was approved under the California Code of Regulations Title 23, Chapter 16, Article 11, section 2722(e) "60-Day Rule". The approved WP explains the need for an additional monitoring well in or about the public right-of-way on Western Avenue, adjacent to the above referenced site in order to help define the lateral extent of the groundwater contamination around the site. We request permission of the City of Torrance to install one off-site groundwater monitoring well in the public right-of-way and perform the work outlined below to determine if hydrocarbons are present.

The scope of work includes drilling one exploratory boring that will be converted to a groundwater monitoring well requiring quarterly monitoring and sampling. Data from the well will be used to define the extent of groundwater contamination from the former underground storage tanks located at the Rapid 44 site. Inspections, surveys, environmental studies and/or other activities that are deemed necessary may be conducted to comply with all applicable federal, state, and local statutes, regulations, ordinances, directives, orders and standards governing remediation of petroleum hydrocarbons. All work will be performed under the supervision of a California-registered geologist and/or professional civil engineer.

The location selected for the groundwater monitoring well is located in the right lane of the southbound side of Western Avenue (Figure 2). SGI has chosen this location in order to monitor groundwater flow cross-gradient from the site and to minimize impact on the traffic flow on Western Avenue. The well will be installed by drilling an 8-inch diameter boring to approximately 60 feet below ground surface. A 2-inch diameter casing will be used for the well. The monitoring well will require an estimated two days to install. The well will be monitored weekly and sampled on a quarterly basis and will require a time of approximately twenty minutes every week and one hour every quarter. Traffic control per the W.A.T.C.H. manual will be used. The monitoring well will have a locking cap placed on the wellhead, and will be capped at grade level and enclosed in a flush-mounted traffic-rated vault, per the attached well diagram (Figure 3).

Please review the attached information, and please call Imelda Morales at 562-597-1055 if you require additional information.

Sincerely,



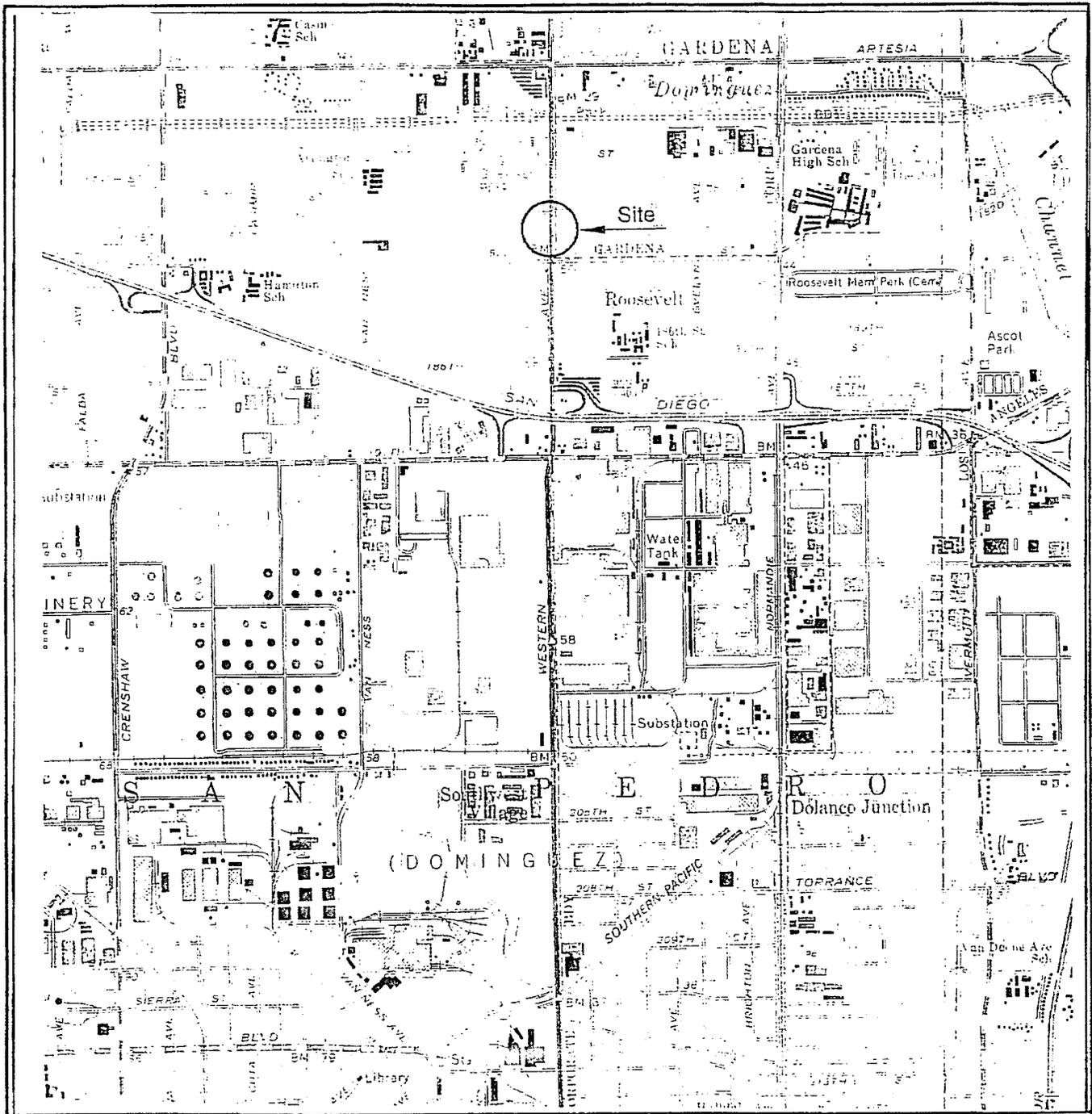
Imelda Morales
Project Engineer



Nicole Desrosiers
Staff Scientist

Attachments

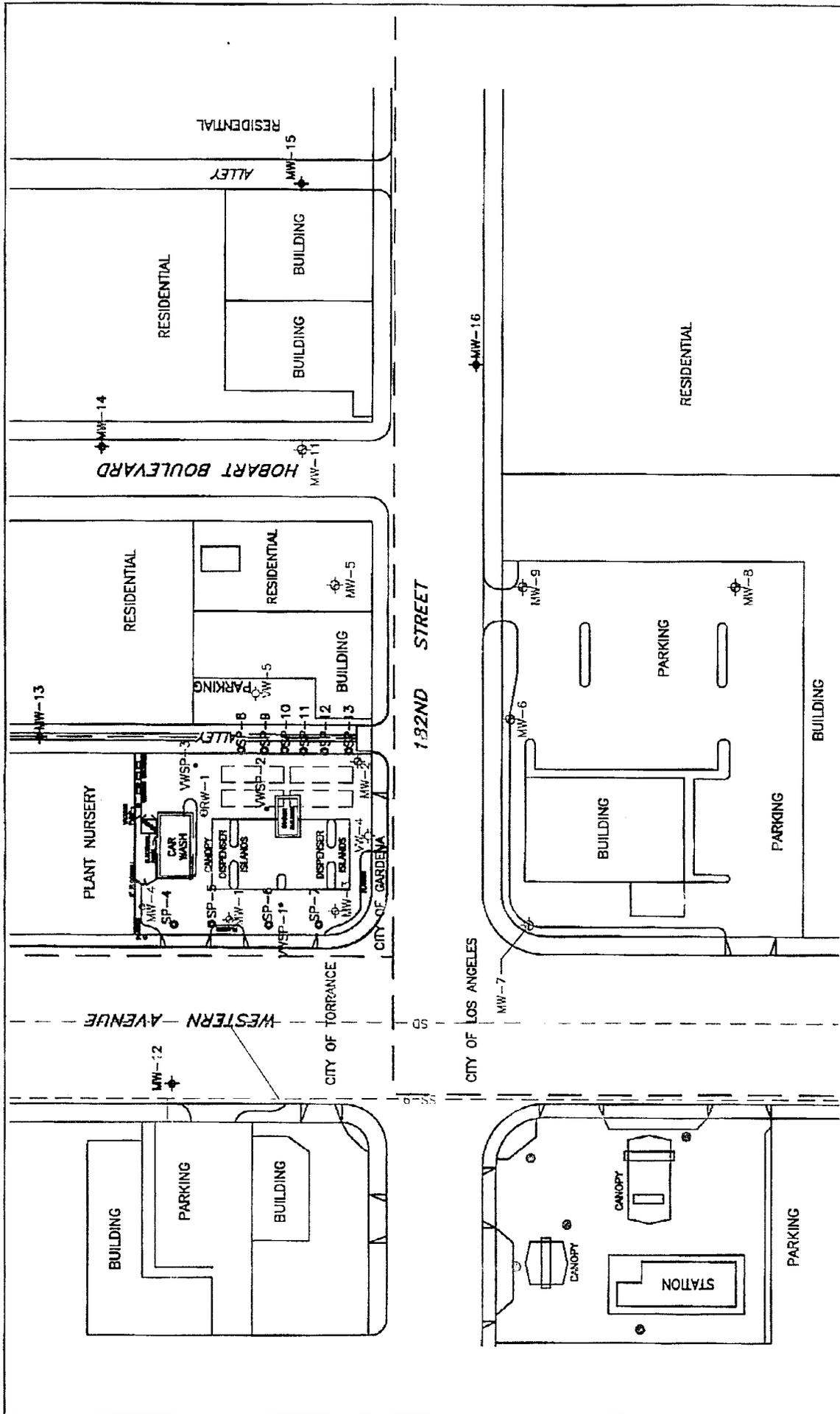
- Figure 1 – Site Location map
- Figure 2 – Proposed Groundwater Monitoring Well Location Map
- Figure 3 – Proposed Well Detail



	Project No File: U44-SL	SITE LOCATION MAP	
	Drawn By: CB Graphics		Date: 12/19/2003
	Client: UNITED OIL COMPANY 17311 S. Main Street Gardena, CA 90248		Source: USGS 7.5 Minute Topographic Map Torrance, California
	Site: RAPID GAS STATION NO. 44 18130 S. Western Avenue Gardena, California		FIGURE 1



SCALE IN FEET



LEGEND

- ⊕ MW-8 EXISTING MONITORING WELL
- ⊕ MW-13 TO 16 ADDITIONAL PROPOSED MONITORING WELLS OUTSIDE THE CITY OF TORRANCE
- ⊕ MW-12 PROPOSED MONITORING WELL IN THE CITY OF TORRANCE
- RW-1 EXISTING RECOVERY WELL
- VW-1 EXISTING VAPOR EXTRACTION WELL
- SP-4 EXISTING AIR SPARGE WELL
- ▭ UNDERGROUND STORAGE TANKS

APN: 6106-019-069

APPROXIMATE SCALE IN FEET

0 80 160

▲ N

DATE: 8/2006 FILE NAME: R44_Fig1.DWG PROJECT NO: 04-RAP.003

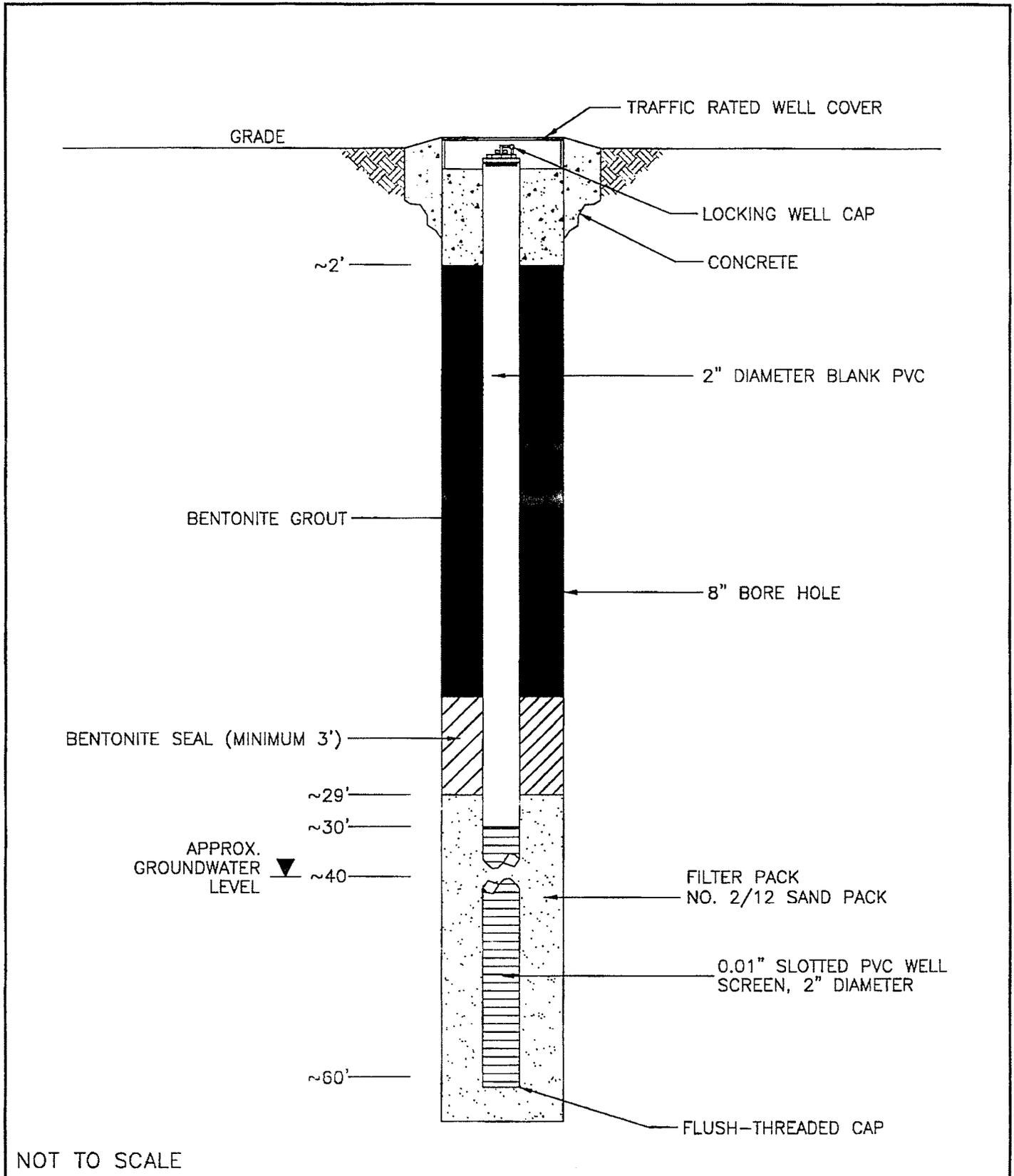
PROPOSED GROUNDWATER MONITORING WELL LOCATION MAP

RAPID GAS INC. STATION NO. 44

18130 SOUTH WESTERN AVENUE GARDENA, CALIFORNIA

SGI THE SOURCE GROUP, INC. environmental

FIGURE 2



NOT TO SCALE

 THE SOURCE GROUP, INC.	FILE NAME: R44_WPLat_Fig2	DATE: 04/2006	PROPOSED WELL DETAIL UNITED OIL COMPANY RAPID GAS NO 44 18130 S. WESTERN AVENUE, GARDENA, CALIFORNIA	FIGURE 3
	PROJECT: 04-UNT.003			
	APPROX. GROUNDWATER LEVEL ▼ ~40'			



Winston H. Hickox
Secretary for
Environmental
Protection

California Regional Water Quality Control Board

Los Angeles Region

Over 50 Years Serving Coastal Los Angeles and Ventura Counties
Recipient of the 2001 *Environmental Leadership Award* from Keep California Beautiful



Gray Davis
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October 30, 2001

Mr. Jeff Appel
United Oil
18525 S. Main St.
Gardena, CA 90248

**UNDERGROUND TANK PROGRAM – GROUNDWATER MONITORING WELL MAINTENANCE
AND PROTECTION REQUIREMENTS
RAPID GAS #44
18130 WESTERN AVE S, GARDENA (ID NO. I-02406)**

Dear Mr. Appel:

The California Regional Water Quality Control Board, Los Angeles Region (Regional Board), is the public agency with primary responsibility for the protection of ground and surface water quality for all beneficial uses within Los Angeles and Ventura counties.

The Underground Storage Tank Program with the Regional Board is the lead program for overseeing corrective action (assessment and/or monitoring activities) and cleanup of releases from leaking underground storage tank systems at the contaminated sites. Many of these sites have impacted groundwater resources, and as a result, we have required the installation of groundwater monitoring wells for assessment and cleanup purposes. Although we are not the local agency issuing permits for the installation, maintenance and/or abandonment of groundwater monitoring wells at leaking underground storage tank sites, we are concerned that groundwater wells be adequately maintained to ensure that they do not become conduits for surface contamination reaching groundwater or that they be intentionally misused to pollute groundwater resources illegally.

In response to recent national security issues, please take care to make sure that all well heads are adequately maintained and are provided with a water-tight cap and enclosed in a surface security structure that protects the well from surface water entry, accidental damage, unauthorized access, and vandalism in accordance with Title 23, California Code of Regulations, Division 3, Chapter 16, Section 2649 (b)(10) and (d)(9).

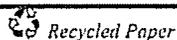
We thank you in advance for your cooperation in this matter, which is greatly appreciated. If you have any questions regarding this matter, please contact Mr. Raghavender Joshi at (213) 620-6070.

Sincerely,

Raghavender Joshi
Water Resources Control Engineer

California Environmental Protection Agency

The energy challenge facing California is real. Every Californian needs to take immediate action to reduce energy consumption
For a list of simple ways to reduce demand and cut your energy costs, see the tips at: <http://www.swrcb.ca.gov/news/echallenge.html>



Our mission is to preserve and enhance the quality of California's water resources for the benefit of present and future generations.