

Council Meeting of
August 19, 2008

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

Members of the Council:

SUBJECT: Community Development – Approve License Agreement with Equilon Enterprises, LLC, dba Shell Oil Products US for Two (2) Groundwater Monitoring Wells

RECOMMENDATION

Recommendation of the Community Development Director that City Council approve 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 (Shell) as owner of the gas station located at 18910 Crenshaw Boulevard, to install two (2) monitoring wells. The purpose of the wells is to monitor for possible hydrocarbon contamination, which may have migrated from the Shell gas station.

Shell 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 alternate locations. However, the applicant has indicated that the potential plume migration east and west of the site must be monitored. Therefore, one (1) of the wells will be installed in the alley

north of 190th Street, and the second well will be installed in Crenshaw Boulevard service road.

A copy of the License Agreement with Shell is attached. This Agreement required a \$20,000 bond, a \$529 license fee and a \$1,000,000 liability insurance policy if Shell 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 of actions required as a result of test data obtained from said wells.

The drilling, installation and development of the proposed wells will take approximately three (3) days. The boreholes will be eight (8) inches in diameter and approximately 40 feet deep. The monitoring wells will be two (2) inches in diameter. A traffic vault well 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.

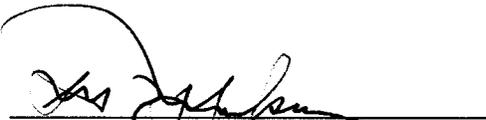
Respectfully submitted,

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
C. Los Angeles Regional Water Quality Control Board Letter

LICENSE AGREEMENT FOR MONITORING WELLS

THIS AGREEMENT, made and entered into in quadruplicate as of this _____ day of _____, 2008 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 (Shell)**, a Limited Liability Company, hereinafter called "Grantee";

WHEREAS, Grantee desires to drill **two (2) monitoring wells** on a City street easements 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 are for the purpose of determining the extent of, if any, hydrocarbon migration from the Shell service station at **18910 Crenshaw Boulevard** 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 Consultant Work Plan prepared for Shell Oil, 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 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:

Equilon Enterprises LLC, dba Shell Oil Products US
20945 S. Wilmington Ave.
Carson, CA 90810
Fax Number: 949-360-0603

City of Torrance:

City Clerk
 3031 Torrance Boulevard
 Torrance, CA 90503
 Fax Number: 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.

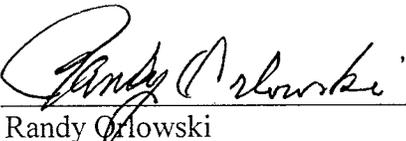
B. Fees. As reimbursement for administrative costs in the execution of this Agreement, the Grantee shall pay to the City in lawful money of the United States a fee of Four Hundred and Seventy Dollars (\$470) and Fifty-Nine Dollars (\$59) for each additional well. This payment shall be made to the City 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

EQUILON ENTERPRISES LLC, DBA
Shell Oil Products US
A Limited Liability Company

By _____
Frank Scotto
Mayor of the City of Torrance

By  _____
Randy Orłowski
Product Manager

ATTEST:

**SEE ATTACHED
NOTARY**

Sue Herbers
City Clerk of City of Torrance

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By _____
Deputy City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of ORANGE

On 6-18-08
Date

before me, YOUNG YEI HONG, Notary public
Here Insert Name and Title of the Officer

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

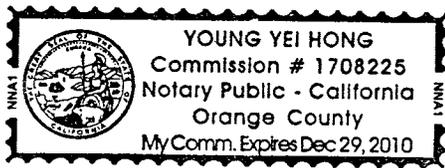
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

Signature of Notary Public



Place Notary Seal Above

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: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

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

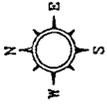
RIGHT THUMBPRINT OF SIGNER

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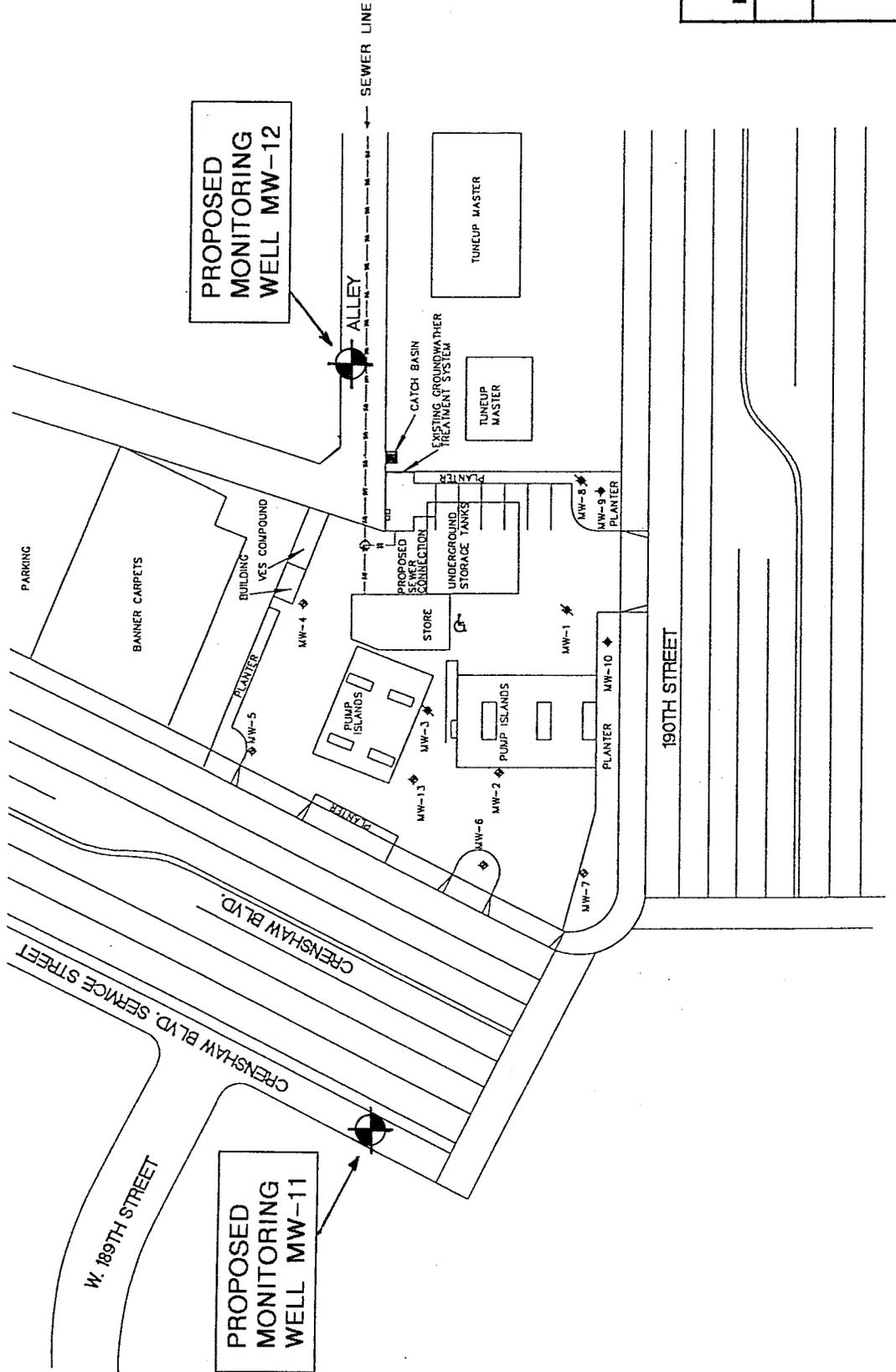
Signer Is Representing: _____

EXHIBIT "A"

**PROPOSED GROUNDWATER MONITORING WELLS
FOR
EQUILON ENTERPRISES, LLC, dba
SHELL OIL PRODUCTS US**



- LEGEND**
- GROUNDWATER MONITORING WELL LOCATION AND DESIGNATION
 - ABANDONED GROUNDWATER MONITORING WELL LOCATION AND DESIGNATION
 - PROPOSED GROUNDWATER MONITORING WELL LOCATION AND DESIGNATION



DELTA CONSULTANTS

SHELL OIL PRODUCTS US
SHELL SERVICE STATION
LOS ANGELES, CALIFORNIA

**FIGURE 2
SITE MAP**

18910 CRENSHAW
LOS ANGELES, CALIFORNIA

ATTACHMENT B

June 27, 2008
 DELTA Project No. SCA1891011
 SAP No. 121744

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

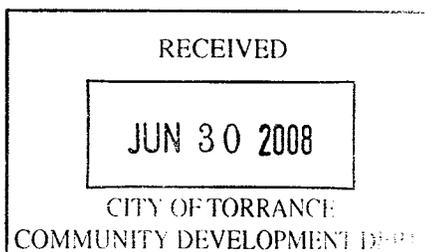
**Re: LICENSE AGREEMENT PACKAGE –
 ENCROACHMENT PERMIT
 Shell-Branded Service Station
 18910 Crenshaw Boulevard
 Torrance, California**



Dear Mr. Malki:

Delta Consultants (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 Shell-Branded Service Station (see Figure 1). In response to the City of Torrance's letter of June 2, 2008, please find attached four (4) copies of the signed and notarized License Agreement for Monitoring Wells. Proposed groundwater monitoring well MW-11 is located on the Crenshaw Boulevard Service Street. Proposed groundwater monitoring well MW-12 is located in an alley north of 190th Street, off of Crenshaw Place. Exhibit A depicts the off-site well locations site map.

As requested by the Los Angeles Regional Water Quality Control Board (LARWQCB), DELTA is currently conducting an environmental site assessment at the Shell-Branded Service Station located at 18910 Crenshaw Boulevard, Torrance, California. In connection with this site assessment, the LARWQCB requested DELTA to submit a work plan for offsite groundwater monitoring well installation. The LARWQCB letter, dated February 5, 2008, approving DELTA's *Work Plan for Offsite Groundwater Monitoring Well Installation* dated November 12, 2007, is attached as Appendix A. Pursuant to the attached LARWQCB letter and subsequent correspondence between DELTA and the LARWQCB, DELTA requests permission to install two off-site groundwater monitoring wells in the public right-of-way and perform the work outlined below.



a member of:



911 SOUTH PRIMROSE AVENUE SUITE K MONROVIA, CALIFORNIA 91016 USA
 PHONE 626.256.6662 / 800.477.7411 FAX 626.256.6263 WWW.DELTAENV.COM

Mr. Issa Malki
 City of Torrance
 June 27, 2008
 Page 7

The scope of work includes drilling two exploratory borings that will be converted to groundwater monitoring wells, developing and surveying the newly installed wells, and conducting quarterly groundwater monitoring and sampling. Data from the wells will be used to delineate the groundwater petroleum hydrocarbon plume. 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.

DELTA has chosen these locations to delineate the groundwater petroleum hydrocarbon plume off-site and to minimize the impact on traffic flow on 190th Street and Crenshaw Boulevard. Each well will be approximately 40 feet below ground surface and have a 2-inch diameter casing. Each monitoring well will require an estimated one and one-half days to install, for a total of approximately 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 installs 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.

Also attached to this application package are the SHELL's Right of Way Bond documentation (Appendix B), SHELL's Certificate of Insurance (Appendix C), and Check No. 581290 in the amount of \$529.00 for the encroachment permit fee.

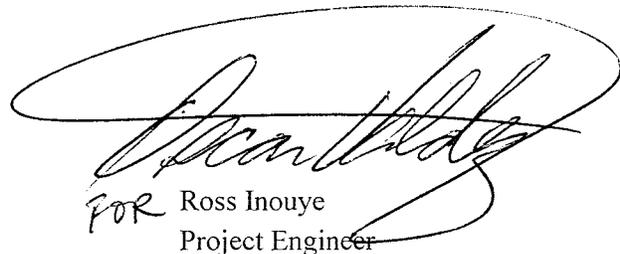
Please review the attached information, and please call Mr. Ross Inouye (DELTA) at (626) 256-6662 if you should have any questions. The SHELL Project Manager is Mr. Randy Orłowski; Mr. Orłowski can be reached at (949) 360-1111.

Sincerely,

Delta Consultants



Joby Dunmire
 Senior Staff Engineer



FOR Ross Inouye
 Project Engineer

cc: Randy Orłowski, Shell Oil Products, US

Attachments:

- Four (4) copies of License of Agreement for Monitoring Wells (Including Exhibit A – Site Map)
- Figure 1 – Site Location Map
- Appendix A – LARWQCB Letter dated February 5, 2008
- Appendix B – SHELL's Right of Way Bond
- Appendix C – SHELL's Certificate of Insurance
- Appendix D – Check Number 581290



California Regional Water Quality Control Board

Los Angeles Region



Linda S. Adams
Cal/EPA Secretary

320 W. 4th Street, Suite 200, Los Angeles, California 90013
Phone (213) 576-6600 FAX (213) 576-6640 - Internet Address: <http://www.waterboards.ca.gov/losangeles>

Arnold Schwarzenegger
Governor

February 5, 2008

RECEIVED
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Mr. Randy Orłowski
Shell Oil Products Company US
20945 South Wilmington Avenue
Carson, CA 90910

**UNDERGROUND STORAGE TANK PROGRAM – IMPLEMENTATION OF FINAL DRAFT
GUIDELINES FOR INVESTIGATION AND CLEANUP OF MTBE AND OTHER OXYGENATES:
TECHNICAL REPORTS REVIEW
TEXACO SERVICE STATION (A-1 SITE)
18910 CRENSHAW BOULEVARD, TORRANCE (CASE NO. 905040216)**

Dear Mr. Orłowski:

We are in receipt of the following technical reports:

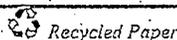
- "Fourth Quarter 2007 Groundwater Monitoring Report and Update to Technical Report (Technical Report Update)" dated January 14, 2008
- "Workplan for Offsite Groundwater Monitoring Well Installation" dated November 12, 2007
- "On-Site Monitoring Well Installation Report" dated October 25, 2007
- "Technical Report Update - Third Quarter 2007" dated October 12, 2007
- "Second Quarter 2007 SCMU" dated July 12, 2007
- "Technical Report Update - First Quarter 2007" dated April 12, 2007
- "Technical Report Update - Second Quarter 2006" dated July 12, 2006
- "Technical Report Update - First Quarter 2006" dated April 12, 2006
- "Technical Report Update - Fourth Quarter 2005" dated January 12, 2006
- "Technical Report Update - Third Quarter 2005" dated October 6, 2005
- "Revised Dispenser Upgrade Soil Sampling Report" dated July 20, 2005

These reports were prepared by your consultant, Delta Consultants (Delta), in response to our April 15, 2005 letter. This letter intends to provide Regional Board staff comments upon reviewing these reports.

I. Site Conceptual Model Update

The SCM Update should be a stand-alone document that provides a complete update that contains the results of any additional assessment, groundwater monitoring, and cleanup completed during the reporting period. Since each SCMU must contain all the components that are currently required in the Quarterly Groundwater Monitoring Reports, a **separate Quarterly Groundwater Monitoring Report is not required**. In order to implement the final remediation for the subject site, the SCMU must be updated on a quarterly basis according to the following schedule, with the next SCMU due by **April 15, 2008**:

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Reporting Period
January – March
April – June
July – September
October – December

Report Due Date
April 15TH
July 15TH
October 15TH
January 15TH

II. Update of Site Assessment

According to the technical report dated January 14, 2008, currently, there are nine groundwater monitoring wells (MW-1 through MW-8; and MW-13) for the site. Quarterly groundwater monitoring has been conducted since April 1991. Historically, up to 1,100,000 µg/L of TPH_G, 57,000 µg/L of benzene, 430,000 µg/L of MTBE and 360,000 µg/L of TBA were detected in the groundwater. In November 2007, up to 3,200 µg/L of TPH_G, 650 µg/L of benzene, 380 µg/L of MTBE and 12,000 µg/L of TBA were detected in the groundwater. Depth to groundwater was measured at approximately 25 to 29 feet below ground surface (bgs) and groundwater flow direction was towards the east-northeast.

In September 2007, one additional groundwater monitoring well (MW-13) was installed onsite. Soil samples collected from borings indicated up to 11 mg/kg of TPH_G, 20 mg/kg of TPH_D, 0.0012 mg/kg of benzene and 2.0 mg/kg of MTBE.

III. Workplan Approval

In the workplan dated November 12, 2007, Delta proposed to install four offsite groundwater monitoring wells (MW-9 through MW-12) to define the extent of groundwater contamination northwest and southeast of the site. Staff has reviewed the workplan and concurs with implementing it, provided the following conditions are met:

1. Based upon our review, MW-12 is not necessary to be installed at the proposed location, as since 1991 fuel constituents have not been detected in well MW-5 located between the proposed well MW-12 and MW-13, the well with the highest residual concentrations of fuel constituents.
2. On the other hand, the extent of groundwater contamination plume has not been fully defined downgradient of well MW-4 (up to 100 µg/L of MTBE and 770 µg/L of TBA were detected during the last sampling event). Therefore, staff requests you to relocate well MW-12 to downgradient of MW-4. A site map depicting the proposed well location along with a well construction diagram is due to this office at least **15 days prior** to the start of field work.
3. 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.dpl2.water.ca.gov and go to "groundwater").

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lithology, prepared and preserved per EPA Method 5035. Soil samples for offsite borings do not need to be analyzed by a laboratory.

5. Soil 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 (9/06) (http://www.waterboards.ca.gov/losangeles/html/lab_report.html). If the site has a waste oil tank, all aromatic and chlorinated volatile organic compounds must also be analyzed and reported per EPA Method 8260B. 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.
6. A technical report detailing the results of this phase of investigation is due to this Regional Board by **April 15, 2008**. The report must include a scaled site map, boring logs, and isoconcentration maps. Based on the results of this investigation, the report must also contain a workplan for additional work to complete any onsite and/or offsite assessment to fully define extent of soil and/or groundwater contamination, if needed.

IV. Remedial Action Update

The following remedial activities have been conducted at the site:

- A soil vapor extraction (SVE) system was operated at the site between September 1996 and June 2006 utilizing wells MW-1 through MW-3, and wells MW-6 through MW-8. Approximately 77,224 pounds of petroleum hydrocarbons were removed by the system. Results of SVE rebound tests conducted between November 2006 and April 2007 showed that the SVE system has reached asymptotic status.
- A groundwater extraction system has been operated at the site since September 2006. To date, approximately 518,216 gallons of groundwater were extracted and discharged into the sewer system following treatment.

Operation of groundwater extraction must continue. Remedial progress reports must be submitted on as part of the corresponding SCMUs, with the next progress report due **April 15, 2008**. If the groundwater treatment operation is not effective in mitigating the groundwater contamination beneath the site, other more aggressive remedial alternatives must be considered for the site.

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V. Requirement for Confirmation Soil Boring Workplan

To further confirm that the SVE system has adequately mitigated soil contamination beneath the site, confirmation soil borings must be drilled near the former hotspots and/or the source areas. A workplan for confirmation soil borings is due to this Regional Board by **April 15, 2008**.

VI. MTBE Plume Travel Time Estimate

The 3rd Quarter 2007 Technical Report dated October 12, 2007 stated that a plume travel time estimate (PTTE) using the BIOSCREEN transport model was conducted and that the results of the PTTE modeling suggested that MTBE concentrations would not reach the nearest downgradient receptor located 2,609 feet from the site. However, the report did not specify the well identification number of the receptor. You are required to provide the identification number of the receptor in the future PTTE update reports.

Data collected from the proposed and future assessment(s) and monitoring should be used to update the contaminant transport model. Additionally, provide an annual update estimate of plume travel time data with the Site Conceptual Model Update due by **July 15, 2008**.

VII. Continuous Quarterly Groundwater Monitoring Requirements

To monitor the groundwater contamination plume beneath the site, quarterly groundwater monitoring must continue and must meet the following requirements:

1. All existing groundwater monitoring wells pertaining to the site must be sampled.
2. Groundwater samples must be analyzed by the same laboratory protocol stated above.
3. Groundwater monitoring reports must be submitted as part of the corresponding SCMUs, with the next report due by **April 15, 2008**.
4. In addition, each quarterly groundwater monitoring report must include the following:
 - A separate summary table containing current concentrations.
 - A summary table containing all historical data per each well with groundwater depth (or elevation) and well screen intervals.
 - A regional map depicting site vicinity business and street, etc.
 - A site plot plan depicting site location, tank and associated system locations.
 - A site map depicting all well locations and groundwater elevations (contour) with flow gradient and direction.
 - An isoconcentration map for TPH(g), benzene, MTBE, and TBA, respectively.
 - A hydrograph superimposing on concentration over time at the most impacted well for TPH(g), benzene and MTBE, and TBA (or at any other wells as warranted).
5. Prior to consideration of case closure, responsible party must analyze at least one round of groundwater samples including all common aromatic and chlorinated volatile organic

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compounds per EPA Method 8260B. If the site has a waste oil tank, the full suite of aromatic and chlorinated analytes must also be tested and reported per EPA Method 8260B.

VIII. E-Report Submittals

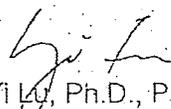
Please note that hard copy reports are no longer necessary for the Underground Storage Tanks Program. For guidelines of electronic report submittal, please go to <http://www.waterboards.ca.gov/losangeles/html/programs/ust/e-QMRGuideline.pdf>.

IX. General Requirements

1. Copies of future technical reports shall also be sent directly to the property owner of the site and to any other property owner(s) impacted by the underground storage tank (UST) releases from the site. The cover letter transmitting your technical reports to this Regional Board shall state that the technical reports were sent directly to all the property owner(s) of the site as well as any offsite property owner impacted by the release(s). The cover letter shall provide a list of all property owners sent technical reports and the date the reports were sent.
2. All necessary permits must be obtained from the appropriate agencies prior to the start of field activities.
3. Pursuant to State Water Resources Control Board Resolution No. 92-49, under Water Code Section 13304, all fieldwork related to subsurface investigation, including well installation, must be conducted by, or under the direct responsible supervision of, a licensed California Professional Geologist (PG) or Civil Engineer (PE). All technical documents submitted to this Regional Board must be reviewed and signed and/or stamped by a licensed California PG or PE with at least five years subsurface hydrogeologic experience.
4. Prior to commencing any fieldwork, Regional Board staff must be given a minimum of 15 days advance notice in writing, so that one of our staff may be present.
5. All reports must conform to the "Guidelines for Report Submittals" (June 1993) published by the Los Angeles County Department of Public Works.

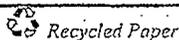
If you have any questions on this matter, please call Ms. Chandra Cansler at (213) 576-6782.

Sincerely,



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

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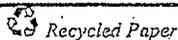
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cc: Yvonne Shanks, State Water Resources Control Board, UST Cleanup Fund
Nancy Matsumoto, Southern California Water Replenishment District
Kenneth Lew, City of Torrance Fire Department
Fred Molina, City of Torrance Department of Public Works
Ross Inouye, Delta Environmental Consultants
Bradley Clark, Delta Environmental Consultants

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