

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

Members of the Council

**SUBJECT: Community Development – Approve License Agreement with
Chevron Environmental Management Company for Two (2)
Groundwater Monitoring Wells**

RECOMMENDATION

Recommendation of the Community Development Director that City Council approve a License Agreement with Chevron Environmental Management Company for two (2) groundwater monitoring wells.

FUNDING

No funding required.

BACKGROUND AND ANALYSIS

The Los Angeles Regional Water Quality Control Board (LARWQCB) has directed Chevron Environmental Management Company, as owner of the former gas station located at 1875 West 190th Street, to install two (2) monitoring wells. The purpose of the wells is to monitor for possible hydrocarbon contamination, which may have migrated from the former Chevron gas station.

Chevron Environmental Management Company 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 location for these proposed wells. Attachment B is a letter from AECOM Environment explaining the need for the proposed groundwater monitoring wells and the necessity for the wells to be located in the street.

The LARWQCB had indicated that the potential plume migration south of the site must be monitored. Therefore, the wells will be installed in the eastbound left turn lane of 190th Street which leads to a private property. This will have minimum impact or disruption of existing vehicular traffic.

A copy of the License Agreement with Chevron is attached. This Agreement required a \$20,000 bond, a \$685 license fee and a \$1,000,000 liability insurance policy if Chevron Environmental Management Company 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 four (4) days. The boreholes will be ten (10) inches in diameter and approximately 65 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.

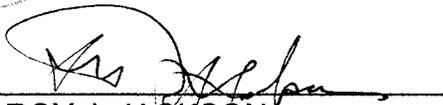
Respectfully submitted,

JEFFERY W. GIBSON
Community Development Director

By: 
FELIPE SÉGOVIA
Building Regulations Administrator

CONCUR:


JEFFERY W. GIBSON
Community Development Director


LeROY J. JACKSON
City Manager

Attachments: A. License Agreement with Exhibit 'A'
 B. AECOM Environment Letter

IGM/cks2267

LICENSE AGREEMENT FOR MONITORING WELLS

THIS AGREEMENT, made and entered into in quadruplicate as of this _____ day of _____, 2010 in the City of Torrance by and between the **CITY OF TORRANCE**, a municipal corporation, hereinafter called the "City", and **CHEVRON ENVIRONMENTAL MANAGEMENT COMPANY**, a California Corporation, hereinafter called "Grantee";

WHEREAS, Grantee desires to drill two (2) monitoring wells (MW-16 and MW-17) on a City street easement at locations shown on attached map (Exhibit "A"); and

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

WHEREAS, said monitoring wells are for the purpose of determining the extent of, if any, hydrocarbon migration from the former Unocal Station No. 30-6640 (**formerly No. 6075**) located at 1875 West 190th Street 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 August 2009 AECOM Additional Site Assessment Work Plan prepared for Chevron Environmental Management Company, 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 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:

Chevron Environmental Management Company
Marketing Business Unit
Attention: Sharon Vasquez, Property Specialist,
SS #30-6640

145 S. College Boulevard
Brea, CA 92821
Fax Number: 714-671-3440

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 Six Hundred Dollars (\$600) and Eighty-Five Dollars (\$85) 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

**CHEVRON ENVIRONMENTAL
MANAGEMENT COMPANY**
A California Corporation

By _____
Frank Scotto
Mayor of the City of Torrance

By _____
Andrew Noel
Assistant Secretary

ATTEST:

Sue Herbers
City Clerk of City of Torrance

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By _____
Patrick Sullivan
Deputy City Attorney

Attachment: Exhibit A

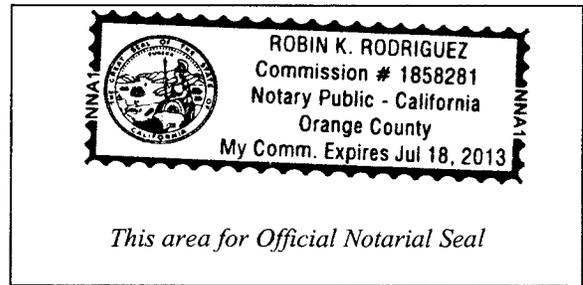
STATE OF CALIFORNIA)
) ss
COUNTY OF Orange)

ACKNOWLEDGEMENT

On February 2, 2010, before me, Robin K Rodriguez
PERSONALLY APPEARED Andrew Jackson Noel 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 Robin K Rodriguez

My Commission Expires: 7-18-2013

SAN DIEGO FREEWAY ON-RAMP

PROPOSED GROUNDWATER MONITORING WELLS FOR CHEVRON ENVIRONMENTAL MANAGEMENT COMPANY

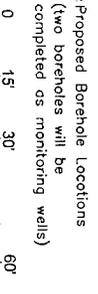
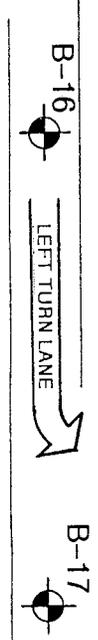
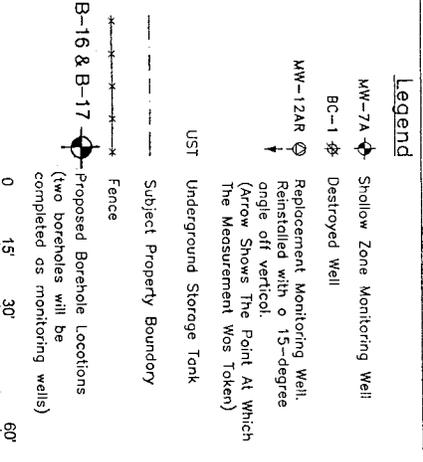
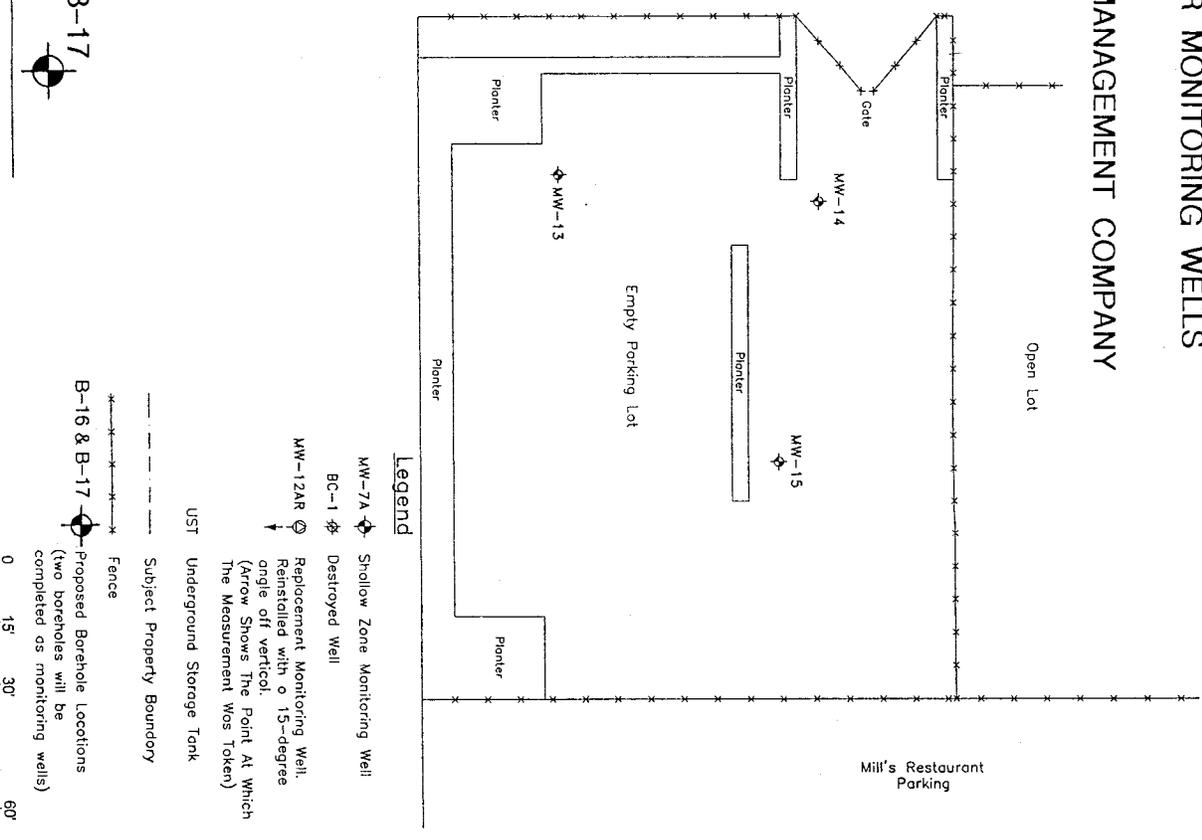
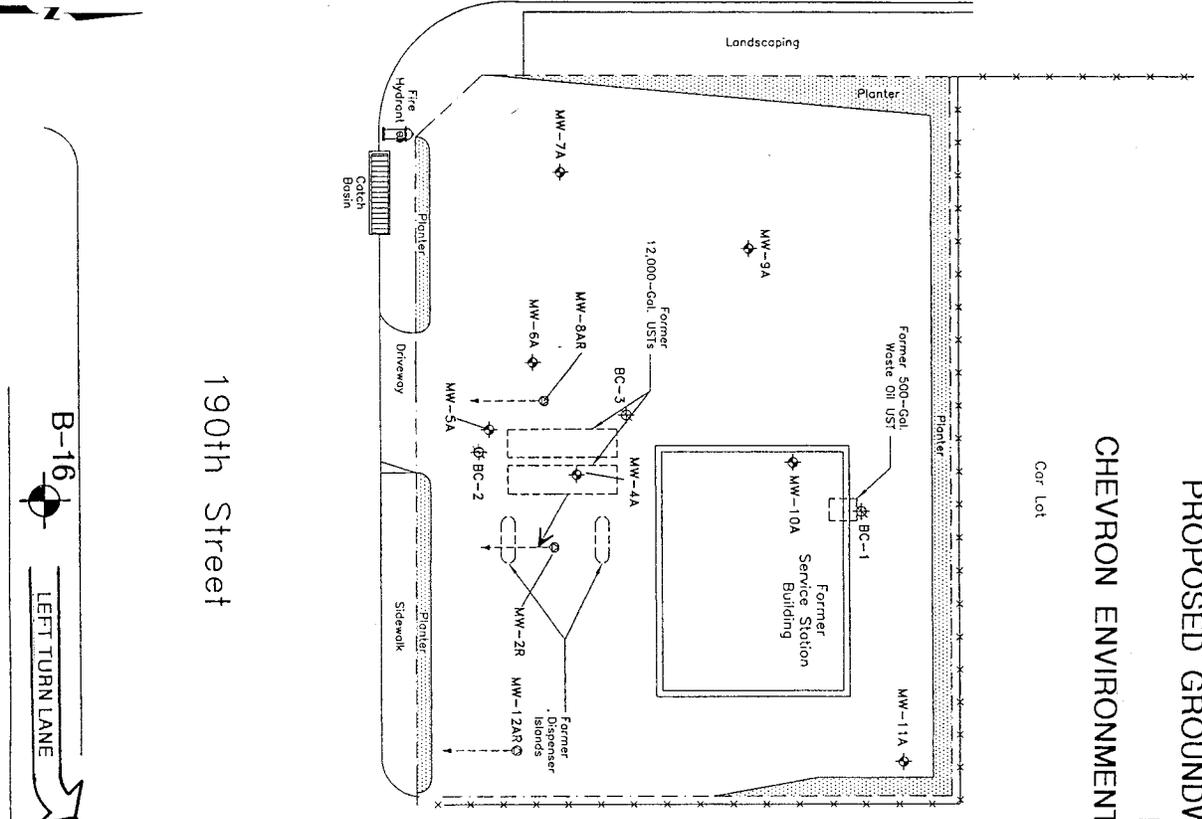


EXHIBIT "A"

FIGURE NUMBER	2
SHEET NUMBER	X

SITE PLAN WITH PROPOSED BOREHOLE LOCATIONS Chevron Facility No. 306640 1875 190th Street Torrance, California		
SCALE:	DATE:	PROJECT NUMBER:
1" = 30'	06/09/2009	01231-168-P209

AECOM

AECOM Environment
 1220 AVENIDA ACASO
 CAMARILLO, CALIFORNIA 93012
 PHONE: (805) 388-3775
 FAX: (805) 388-3577
 WEB: HTTP://WWW.AECOM.COM

DESIGNED BY:	REVISIONS			
	NO.	DESCRIPTION:	DATE:	BY:
T. Quiroz				
DRAWN BY:				
J. Aguayo				
CHECKED BY:				
T. Quiroz				
APPROVED BY:				
T. Watson				



AECOM Environment
1220 Avenida Acaso
Camarillo, CA 93012
tel 805-388-3775
fax 805-388-3577

December 2, 2009

Mr. Issa Malki
Community Development, Engineering Division
3031 Torrance Boulevard
Torrance, CA 90503

RE: 60136371-A109

**Subject: Letter of Intent to Install Groundwater Monitoring Wells in West 190th Street,
Chevron Facility No. 306640 (Former Unocal Facility No. 6075)
1875 W 190th Street, Torrance, California
LARWQCB Case No. 905040170A**

Dear Mr. Malki,

AECOM Environment (AECOM), on behalf of Chevron Environmental Management Company (CEMC) proposes to install two groundwater monitoring wells (MW-16 and MW-17) along West 190th Street south of the above-mentioned property (Figure 1). The work is being proposed to address the Los Angeles Regional Water Quality Board (LARWQCB) request to delineate the lateral extent of petroleum hydrocarbon-impacted groundwater beneath the site. A copy of the LARWQCB letter dated May 19, 2009, is included as an attachment. The letter specifically requests a "workplan to install sufficient number of groundwater monitoring wells south and east of MW-5A" (Figure 2).

In an *Additional Site Assessment Workplan*, dated August 2009, approved by LARWQCB, AECOM proposed drilling four boreholes (B-16 through B-19) and completing two as groundwater monitoring wells. Based on the City of Torrance concerns with the placement of these boreholes in the sidewalk and within the turn lane along the west-bound side of West 190th Street, AECOM contacted LARWQCB requesting a modification to the sampling plan. AECOM eliminated two of the boreholes and proposed the remaining two boreholes (renamed B-16 and B-17) be drilled in the turn lane located near the center of West 190th Street on the east-bound side of the street. The LARWQCB approved this request in an email dated November 23, 2009 (attached). The locations were chosen to provide groundwater analytical data downgradient of the site and to have the least amount of impact on vehicle traffic using West 190th Street. Following the initial sampling event during the construction phase, these wells will be sampled on a quarterly basis in accordance with the existing monitoring program issued for the site by LARWQCB.

Groundwater Monitoring Well Construction Details

Wells MW-16 and MW-17 will be constructed with 2-inch-diameter, schedule 40, polyvinyl chloride (PVC) pipe, to a total depth of approximately 65 feet below ground surface (bgs). The wells will be constructed with 20 feet of 0.020-inch slot schedule 40 PVC screen and 45 feet of blank PVC casing. Three feet of blank casing will be used below the well screen as a sump. A threaded well cap will be placed on the bottom of each well.

A sand pack (Monterey #3 or 2/16) will be placed in the annular space from the bottom of the well screen to approximately two feet above the top slot of the well screen. A three-foot bentonite seal will be placed in the annular space above the sand pack using hydrated bentonite chips. The remaining annular space will be filled with a neat cement or bentonite cement grout emplaced with a tremmi-pipe to approximately one foot bgs. Each monitoring well will be completed with a traffic-rated well box and a locking well cap. The cap and well surface will be permanently inscribed with the well identification number. The surface

AECOM
Environment

Mr. Issa Malki
December 2, 2009
Page 2

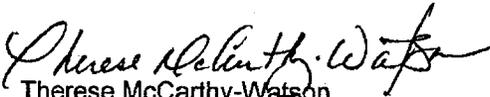
around the well will be restored to match the surrounding conditions. A generalized well construction diagram is included as Figure 3.

Duration of Field Activities

The duration of site assessment activities are expected to take a total of approximately four days; one day for utility clearance activities consisting of air-knifing and/or hand-augering, two days for drilling and well installation, and one day for well development and initial groundwater sampling. Additionally, the wells will be sampled on a quarterly basis as previously indicated.

The proposed work will be initiated upon the City's approval and issuance of an Encroachment Permit. AECOM is currently working with CEMC's legal department in completing the *License Agreement for Monitoring Wells* for submittal to the City's Community Development Department. Your assistance on the project is greatly appreciated to ensure it is completed in a timely manner.

Sincerely,


Therese McCarthy-Watson,
Senior Project Manager


Dana Files, P.G. No. 8410
Project Geologist

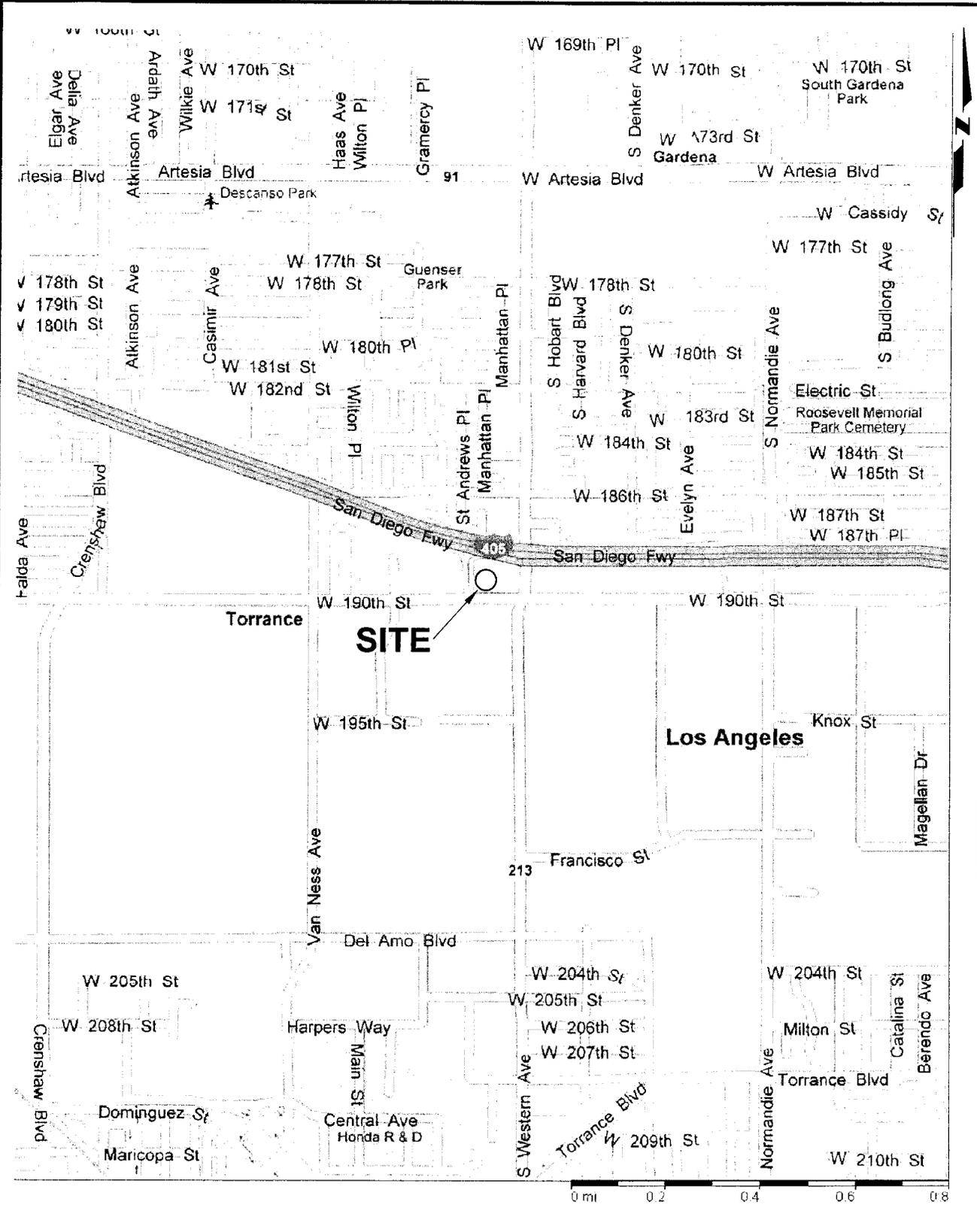
Attachments

- Figure 1 – Site Location Map
- Figure 2 – Site Plan with Proposed Monitoring Well Locations
- Figure 3 – Proposed Monitoring Well Construction Details

LARWQCB Letter Dated May 19, 2009
LARWQCB Email Dated November 23, 2009



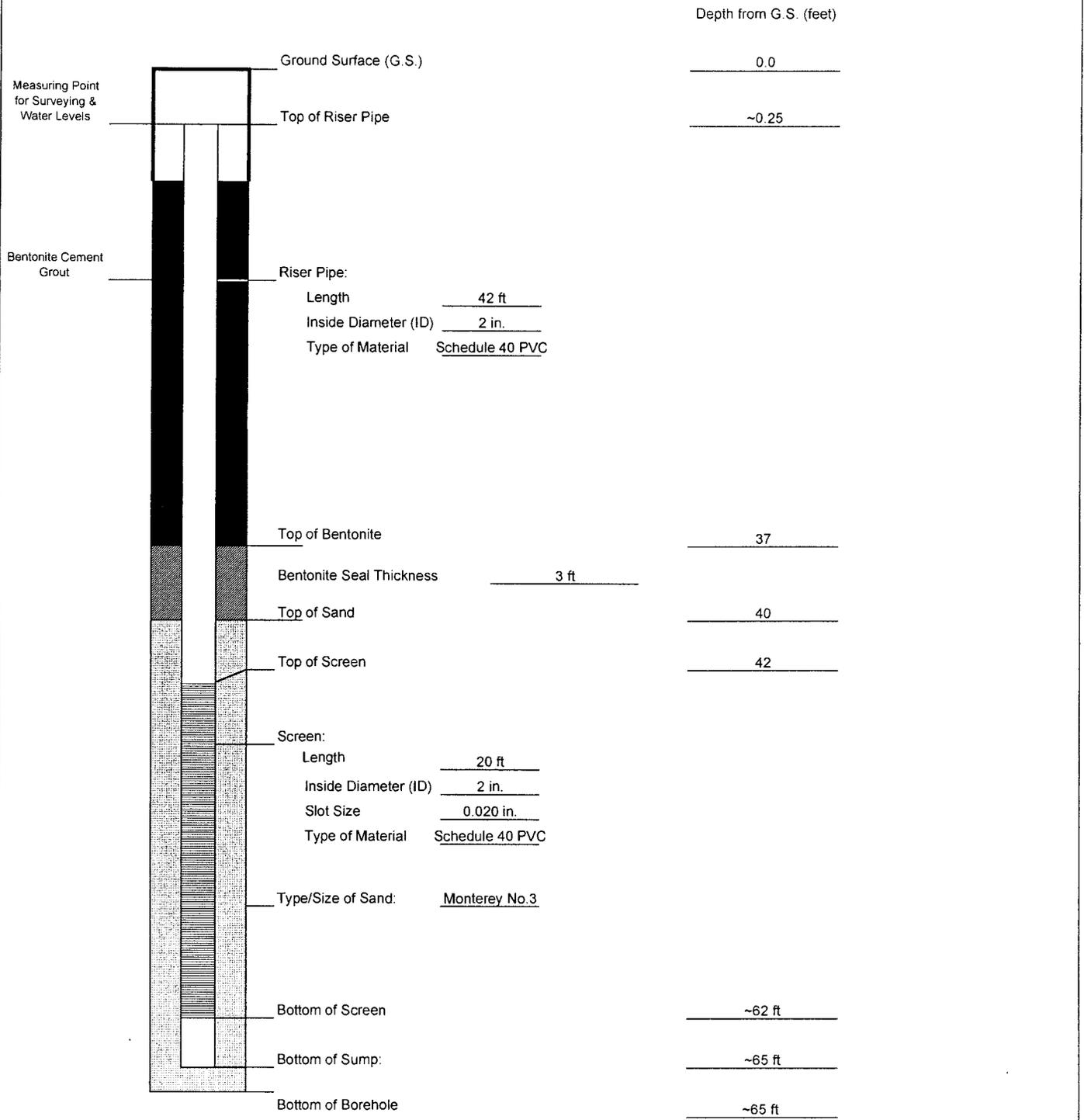
J:\UNOCAL Portfolio Reduction Project\Sites\Southern California\306640 - Torrance - W 190th St\Generic Figures\Fig 1 Site Location.dwg



<p>AECOM</p> <p>AECOM Environment 1220 AVENIDA ACASO CAMARILLO, CALIFORNIA 93012 PHONE: (805) 388-3775 FAX: (805) 388-3577 WEB: HTTP://WWW.AECOM.COM</p>	<p>SITE LOCATION MAP</p> <p>Former Unocal Service Station No. 6075 1875 W. 190th Street Torrance, California</p>			<p>FIGURE NUMBER:</p> <p>1</p>
	<p>DRAWN BY:</p> <p>T. Burke</p>	<p>DATE:</p> <p>12/12/2008</p>	<p>PROJECT NUMBER:</p> <p>01231-168-OM18</p>	<p>SHEET NUMBER:</p> <p>X</p>

AECOM	Client: <u>Chevron Environmental Management Company</u>	WELL ID: TBD
	Project Number: <u>01231-168-A109</u>	
	Site Location: <u>1875 West 190th Street</u>	Date Installed: <u>TBD</u>
	Well Location: <u>NA</u> Coords: <u>NA</u>	Inspector: <u>NA</u>
	Method: <u>Hollow Stem Auger</u>	Contractor: <u>TBD</u>

FIGURE 3 - PROPOSED GROUNDWATER MONITORING WELL CONSTRUCTION DETAIL





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

May 19, 2009

Mr. Yung-Min Tuan
Chevron Environmental Management Company
145 South College Boulevard
Brea, CA 92822-2292

UNDERGROUND STORAGE TANK PROGRAM – DIRECTIVE TO TAKE CORRECTIVE ACTION IN RESPONSE TO UNAUTHORIZED UNDERGROUND STORAGE TANK RELEASE PURSUANT TO HEALTH AND SAFETY CODE SECTION 25296.10 AND TITLE 23, CHAPTER 16, CALIFORNIA CODE OF REGULATIONS, SECTIONS 2720-2727. FORMER UNOCAL SERVICE STATION NO. 6075 1875 WEST 190th STREET, TORRANCE, CALIFORNIA (ID # 905040170A) (C-1)

Dear Mr. Tuan:

Pursuant to Health and Safety Code section 25296.10, you are required to take corrective action (i.e., Preliminary Site Assessment, Soil and Water Investigation, Corrective Action Plan Implementation, or Verification Monitoring) to ensure protection of human health, safety and the environment. Corrective action requirements are set forth in California Code of Regulations (CCR), title 23, sections 2720 through 2727.

We are in receipt of the following reports:

- "First Quarter 2009 Groundwater Monitoring Report" dated April 3, 2009
- "Request for Site Closure" dated February 20, 2009

These reports were prepared by your consultant, "AECOM Environment" (AECOM), in response to our letter dated March 7, 2007.

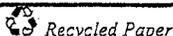
We also received comments dated May 5, 2009 regarding your request for closure from Environmental Audit, Inc., the consultant for Toyota Motor Sales, U.S.A., Inc. (Toyota). Toyota is the landowner of the subject site.

The following are Regional Board staff comments upon reviewing these documents:

Site Assessment and Remedial Action Update

The site is a fenced and empty lot. The site geology consists of clay, silty clay, and sandy clay from the surface to a depth of approximately 30 ft bgs. These soils are underlain by medium-grained sand (Zone A) from 30 ft bgs to 65 ft bgs. An aquitard consists of clay to sandy clay underlies Zone A at approximately 65 ft bgs. A layer of medium-grained sand (Zone B) underlies the aquitard. Zone A appears to be a perched aquifer zone and zone B is a thicker saturated zone.

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Mr. Yung-Min Tuan
1875 West 190th Street, Torrance

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In 1990, an undocumented volume of impacted soil was excavated and transported offsite during UST replacement activities. In 1996, an undocumented volume of impacted soil was excavated and transported offsite during-site demolition activities. In July 2006, an MPE event removed 1,029 lbs of VOC vapor and approximately 2,200 gallons of groundwater from the site.

There are thirteen groundwater monitoring wells screened across Zone A, and eight groundwater monitoring wells screened across Zone B at the site. Quarterly groundwater monitoring at the site was initiated in 2002. Maximum historical concentrations of TPH-g, benzene, and MTBE are 3,600,000, 2,500, and 890 $\mu\text{g/L}$, respectively in Zone A. During the most recent sampling event in January 2009, up to 160,000 $\mu\text{g/L}$ of TPHg and 77 $\mu\text{g/L}$ of benzene were detected in the groundwater samples in Zone A.

According to groundwater monitoring data, the groundwater contamination plume in Zone B has been fully delineated and the residual concentrations of fuel constituents in the plume do not warrant active remediation at this time.

In January 2009, static groundwater levels were measured at approximately 62 ft bgs for the Zone A and 68 feet bgs for Zone B. The groundwater flow direction was generally to the southeast in both shallow and deep zones.

Denial of "Request for Site Closure"

During a meeting on March 23, 2007 between representatives of AECOM and Regional Board staff, you were required to perform remediation in the form of bi-weekly over-purge events on wells MW-2R, MW-4A, and MW-13 to remove residual fuel constituents in the shallow groundwater zone. Additionally, Regional Board staff indicated that low-risk closure for the site would not be granted unless the following conditions are met:

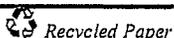
- The concentrations of fuel constituents in the shallow groundwater zone are reduced.
- The shallow groundwater plume is stable, contained, and not migrating offsite.

Subsequently, staff requested the AECOM to fully define the groundwater plume in the shallow zone and to conduct bi-weekly overpurge events on groundwater monitoring wells in the shallow zone.

Upon further review of the "Request for Site Closure" dated February 20, 2009, and current site conditions, Regional Board staff has determined that the site is not yet ready for a low-risk closure for the following reasons:

- Groundwater monitoring data for the site since March 2007 indicate that concentrations of fuel constituents in the shallow groundwater zone have not been reduced. It is unclear, however, if the requested bi-weekly overpurge events were conducted at the site.
- The soil analytical data from previous site assessment in the area of former USTs indicate a track of contamination of fuel constituents from 25 feet bgs down to the shallow groundwater zone. This residual contamination in the soil column may still be a

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continued source of impact to the underlying groundwater. This is further supported by high fuel constituent concentrations in the groundwater detected at MW-2R, MW-4A, MW-5A and MW-8AR. Active remediation is required to mitigate the soil contamination.

- The groundwater contamination plume in the shallow zone is not delineated down-gradient of MW-5A.
- MTBE has historically been detected in wells MW-12AR and MW-13. However, the extent of the MTBE impact in the shallow groundwater in the vicinity of these wells is unknown as MW-12AR has either been dry or has not been sampled since 2006. MW-13 has also been inaccessible three times since 2008.
- Full scan analysis has not been performed on groundwater sample from MW-10A which is closest to the former location of the waste oil tank.

Therefore, you are required to perform the following:

- Prepare a corrective action plan (CAP) to address the residual soil contamination in the former USTs area. Your CAP is due to by **July 15, 2009**.
- Submit a workplan to install sufficient number of groundwater monitoring wells south and east of MW-5A to delineate the horizontal extent of groundwater contamination. Your workplan is due by **July 15, 2009**.
- Resume bi-weekly over-purge events on wells MW-2R, MW-4A, MW-5A, MW-8AR, MW-12AR, and MW-13. Remedial progress reports for the over-purge events must be submitted along with the quarterly groundwater monitoring reports. Your first remedial progress report is due by **July 15, 2009**.
- Contact Toyota prior to your sampling event to ensure all wells are accessible for sampling.
- Conduct full suite of aromatic and chlorinated analytes on the groundwater samples including (MW-10A) per EPA Method 8260B.

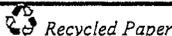
Continuous Monitoring Requirements (Per CCR, title 23, §2725)

To monitor groundwater conditions at the site, groundwater monitoring must be continuous with the following specifications:

1. All groundwater monitoring wells associated with the site must be sampled. Monitoring reports must be submitted according to below schedule, with the next monitoring report due by **July 15, 2009**.

<u>Reporting Period</u>	<u>Report Due Date</u>
April – June	July 15 TH
October – December	January 15 TH

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Mr. Yung-Min Tuan
1875 West 190th Street, Torrance

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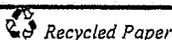
2. Groundwater samples must be analyzed by Cal-LUFT GC/FID or Cal-LUFT GC/MS Method for total petroleum hydrocarbons as gasoline (TPH_G), total petroleum hydrocarbons as diesel (TPH_D); and by EPA Method 8260B for BTEX, and fuel oxygenate compounds including methyl tertiary butyl ether (MTBE), di-isopropyl 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(9/06)
http://www.waterboards.ca.gov/losangeles/publications_forms/forms/ust/lab_forms/labreq9-06.pdf). 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. Prior to consideration of case closure, at least one round of groundwater monitoring must be conducted to include analyses of all common aromatic and chlorinated volatile organic 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.
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, 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).

Landowner or Impacted Site Notification Requirements

Pursuant to recent changes of the California Health and Safety Code section 25296:20(a), the Regional Board must notify all current recorded fee title holders for the site or sites (i.e., property owner(s)) impacted by releases from USTs prior to considering corrective action or case closure.

If site data indicate that release(s) from the UST systems have impacted offsite property(ies), provide the name, mailing address, and phone number for all recorded fee title holders for the site and any offsite property(ies) impacted by releases from the site, together with a copy of the county record of current ownership (grant deed or deed of trust), available from the County Recorder's Office, for each property affected, or by completing this Regional Board's "Certification Declaration for Compliance with Fee Title Holder Notification Requirements" for each site. **If this information has been provided in the past, you do not need to provide it**

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Mr. Yung-Min Tuan
1875 West 190th Street, Torrance

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again. Copies of all technical reports required above and periodic updates are to be sent directly to the property owner onsite and to offsite property owner(s) impacted by UST releases from the site. The cover letter shall provide a list of all property owners sent technical reports.

Requirement for Electronic Submission of Laboratory Data to the State Geotracker

On September 30, 2004, the State Board revised regulations in Chapter 30, Division 3 of Title 23 of California Code of Regulations (CCR), which requires persons to submit electronic laboratory analytical data (i.e., soil, soil gas, or water chemical analysis) and locational data (i.e., location and elevation of groundwater monitoring wells), to the State GeoTracker database. The regulations and other background information are available at <http://geotracker.waterboards.ca.gov>.

Therefore, you must submit all laboratory data obtained after September 1, 2001 to GeoTracker database. You must also submit locational data obtained after January 1, 2002 for all groundwater monitoring wells (i.e., latitude, longitude, and elevation survey data), groundwater well information (e.g., depth to free product, monitoring well status), and a site map.

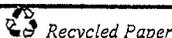
E-Report Submittals

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/water_issues/programs/ust/guidelines/e-qmr_guideline.pdf.

General Requirements

1. All reports must conform to the "Guidelines for Report Submittals" published by the Los Angeles County Department of Public Works.
2. 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 preferably with at least five years subsurface hydrogeologic experience.
3. Regional Board staff must be notified 15 days before start of any fieldwork.
4. Before fieldwork is started, all necessary permits must be obtained from the appropriate agencies.

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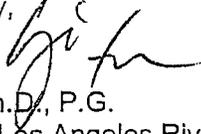
Mr. Yung-Min Tuan
1875 West 190th Street, Torrance

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May 19, 2009

If you have any questions on this matter, please call Mr. Arman Toumari at (213) 576-6708.

Sincerely,



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

cc: Yvonne Shanks, SWRCB, Underground Storage Tank Cleanup Fund
Nancy Matsumoto, Water Replenishment District of Southern California
Therese McCarthy-Watson, AECOM
Jim Baker, Toyota
Steven A. Bright, Environmental Audit

California Environmental Protection Agency



Recycled Paper

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McCarthy-Watson, Therese

From: Arman Toumari [atoumari@waterboards.ca.gov]
Sent: Monday, November 23, 2009 10:48 AM
To: McCarthy-Watson, Therese
Subject: Re: Case # 905040170A; Chevron (former Unocal) located at 1875W. 190th Street, Torrance
Attachments: Arman Toumari.vcf

Hi Therese:

You can eliminate the proposed boreholes B-16 and B-17 and drill boreholes B-18 and B-19 proposed in the turn-lane on the east-bound side of 190th Street instead. Thank you.

Arman Toumari, P.E.
 Water Resources Control Engineer
 Tel: (213) 576-6708
 Fax: (213) 576-6700
atoumari@waterboards.ca.gov

>>> "McCarthy-Watson, Therese" <Therese.McCarthy-Watson@aecom.com> 11/23/2009 10:37 AM >>>
 Arman -

AECOM is in the process of coordinating the field work for the additional site assessment at the Toyota Dealership property formerly occupied by Unocal. We have been speaking with the City of Torrance regarding the proposed locations in the sidewalk and street along 190th Street. AECOM was informed that the City will not allow the borings in the sidewalk (proposed boreholes B-16 and B-17), and they requested that these two not be drilled in the turn-lane that is used to access the 405 FWY on-ramp. AECOM initially proposed these two in the sidewalk to eliminate exposure to vehicle traffic in the event no additional drilling was warranted based on clean soil. Since the City is requesting that the proposed boreholes be drilled in the street, AECOM recommends eliminating proposed boreholes B-16 and B-17, which are a concern with the City. AECOM will drill boreholes B-18 and B-19 that were proposed in the turn-lane on the east-bound side of 190th Street. This location is preferred by the City and will not impact traffic flow.

AECOM would appreciate your consideration of this modification to the sampling program and request that you respond in an expedient manner so we can continue with coordinating the field work before the end of the year. Please contact me if you have questions or comments.

Therese McCarthy-Watson, REA I/REA II

Senior Project Manager

Environment

D 805.388.3775 ext. 205

therese.mccarthy-watson@aecom.com
<<mailto:therese.mccarthy-watson@aecom.com>>

AECOM

1220 Avenida Acaso

Camarillo, CA 93012-8738

T 805.388.3775 F 805.388.3577

www.aecom.com <<http://www.aecom.com/>>