

3315 Almaden Expressway, Suite 34  
 San Jose, CA 95118  
 Phone: (408) 264-7723  
 Fax: (408) 264-2345

02 DEC 11 11:45

**TRANSMITTAL**

**TO: Mr. J. Baker**  
 City of Albany  
 Public Works Department  
 1000 San Pablo Avenue  
 Albany, California 94706

**DATE: December 9, 1992**  
**PROJECT NUMBER: 69036.05**  
**SUBJECT: Street Encroachment Permit**  
**for ARCO Station 2035, 1001 San Pablo**  
**Ave., Albany, California.**

**FROM: Barbara Sieminski**  
**TITLE: Assistant Project Geologist**

3858

WE ARE SENDING YOU:

COPIES	DATED	NO.	DESCRIPTION
1	12/9/92	69036.05	Street Encroachment Permit for the above subject site.

THESE ARE TRANSMITTED as checked below:

- For review and comment     Approved as submitted     Resubmit \_\_\_ copies for approval  
 As requested     Approved as noted     Submit \_\_\_ copies for distribution  
 For approval     Return for corrections     Return \_\_\_ corrected prints  
 For your files

**REMARKS: cc: Mr. Michael Whelan, ARCO Products Company**  
**Mr. Barney Chan, Alameda County Health Care Services Agency**  
**Mr. Richard Hiatt, RWQCB, San Francisco Bay Region**

Copies: 1 to RESNA project file no. 69036.05

3315 Almaden Expressway, Suite 34  
San Jose, CA 95118  
Phone: (408) 264-7723  
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December 10, 1992  
1202jbak  
69036.05

Mr. J. Baker  
City of Albany  
Public Works Department  
1000 San Pablo Avenue  
Albany, California 94706

**Subject: Street Encroachment Permit to Install One Monitoring Well and Conduct Offsite Subsurface Environmental Investigation at ARCO Station 2035, located at 1001 San Pablo Avenue, Albany, California.**

Dear Mr. Baker:

On behalf of ARCO Products Company (ARCO), RESNA Industries Inc. (RESNA) is requesting a street encroachment permit to install and monitor one groundwater monitoring well (MW-7) on the street adjacent to the property located at 1001 San Pablo Avenue in Albany, California (Plate 1) as part of an ongoing offsite subsurface environmental investigation. The proposed groundwater monitoring well will be installed in the sidewalk area on Marin Avenue as shown on Plate 2. After initial installation of the well, it will be monitored on a quarterly basis to determine changes in groundwater levels, and for sampling to determine presence of any gasoline impacted groundwater.

#### **Description of Work**

One soil boring (B-23) will be drilled using 10-inch-diameter hollow-stem auger to the depth of approximately 35 feet below ground surface. The monitoring well (MW-7) will be constructed in the boring using clean 2-inch-diameter, thread-jointed, Schedule 40 polyvinyl chloride (PVC) casing. No chemical cements, glues, or solvents will be used in well construction. The casing bottom will be sealed with a threaded end-plug, and the casing top with a locking plug. The screened portion of the well will be constructed of machine-slotted PVC casing with 0.020-inch-wide (typical) slots. The screened section in the groundwater monitoring well will be placed to allow monitoring during seasonal fluctuations of groundwater levels. The annular space of the well will be backfilled with No. 3 sand, to approximately two feet above the top of the screened casing. A 1- to 2-foot-thick bentonite plug will be placed above the sand as a seal against cement entering the filter pack. The

Street Encroachment Permit Request  
ARCO Station 2035, Albany, California

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remaining annulus will be then backfilled with a slurry of water, neat cement, and bentonite to approximately one foot below the ground surface. An aluminum utility box with a PVC apron will be placed over the wellhead and set in concrete placed flush with the surrounding ground surface. The wellhead cover will have a seal to protect the monitoring well against surface-water infiltration and requires a special wrench to open. The design discourages vandalism and reduces the possibility of accidental disturbance of the well. Typical monitoring well construction is shown on Plate 3.

The proposed monitoring well will be an important source of information concerning soils and groundwater in the immediate area of ARCO Station 2035 located at 1001 San Pablo Avenue in Albany, California. The installation and maintenance of the well will remain the responsibility of ARCO. A well construction permit will be acquired from Alameda County Flood Control and Water Conservation District (ACFCWCD) prior to drilling, and an underground utility line locating company will be contracted to locate underground utilities.

**Construction Cost**

The total cost of drilling and installation of the well is estimated to be \$ 3,200.

Street Encroachment Permit Request  
ARCO Station 2035, Albany, California

December 10, 1992  
69036.05

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If you have any questions regarding this request, please call us at (408) 264-7723.

Sincerely,  
RESNA Industries Inc.

*Barbara Sieminski*

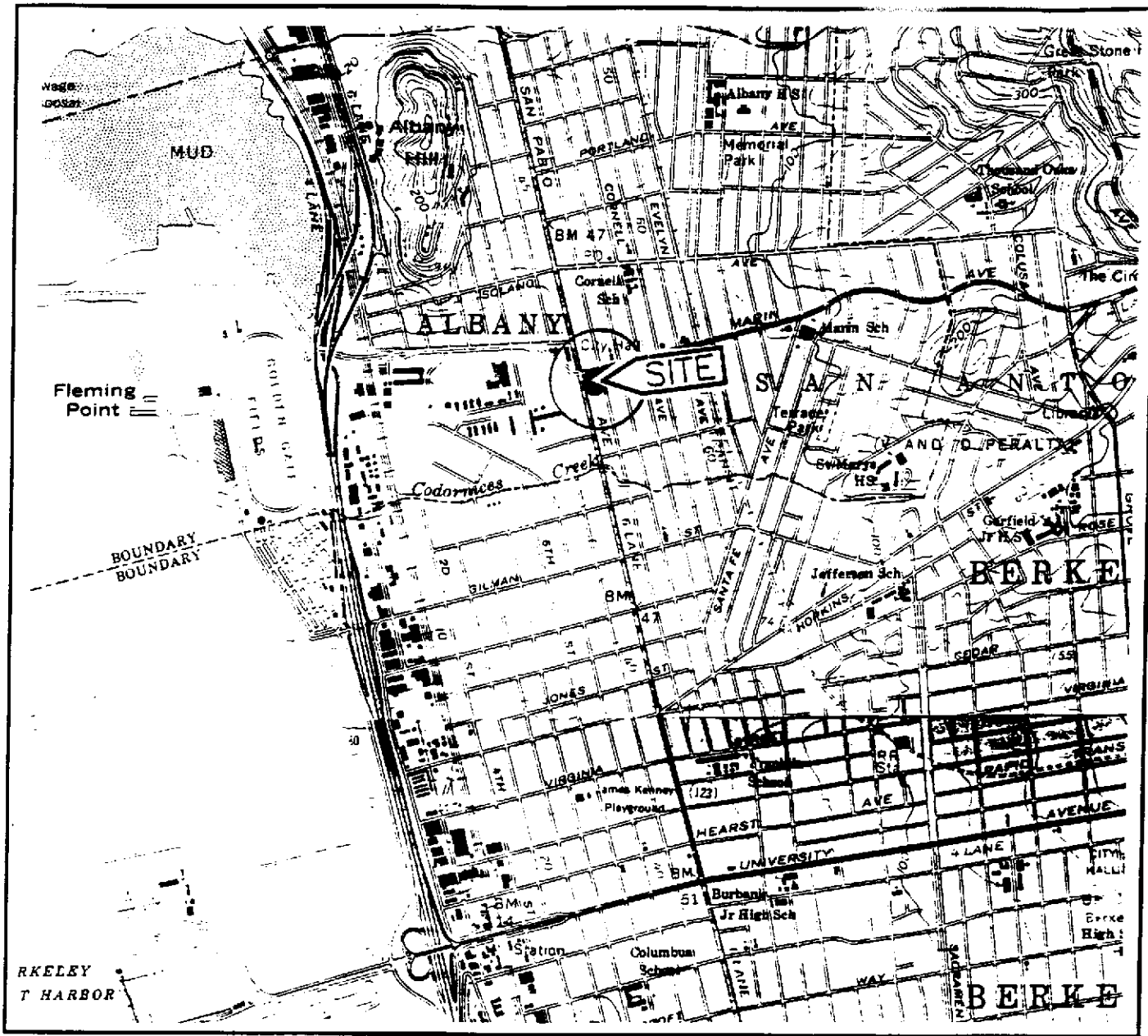
Barbara Sieminski  
Assistant Project Geologist

*Joel Coffman*

Joel Coffman  
Project Geologist

Enclosures:      Plate 1, Site Vicinity Map  
                      Plate 2, Proposed Boring/Monitoring Well Location  
                      Plate 3, Typical Monitoring Well Construction  
                      Check No. 907, dated 12/9/92 for \$160.00 (Permit Fee)  
                      Copy of Certificate of Insurance (ARCO)  
                      Copy of Certificate of Insurance (Bayland)

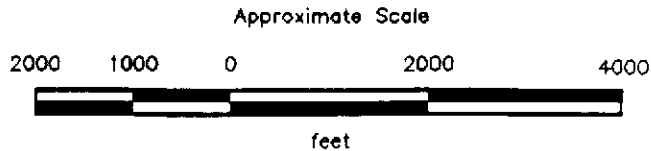
cc:      Michael Whelan, ARCO Products Company  
          Barney Chan, Alameda County Health Care Services Agency  
          Richard Hiatt, Regional Water Quality Control Board



Base: U.S. Geological Survey  
 7.5-Minute Quadrangles  
 Richmond/Oakland West,  
 California  
 Photorevised 1980

**LEGEND**

● = Site Location

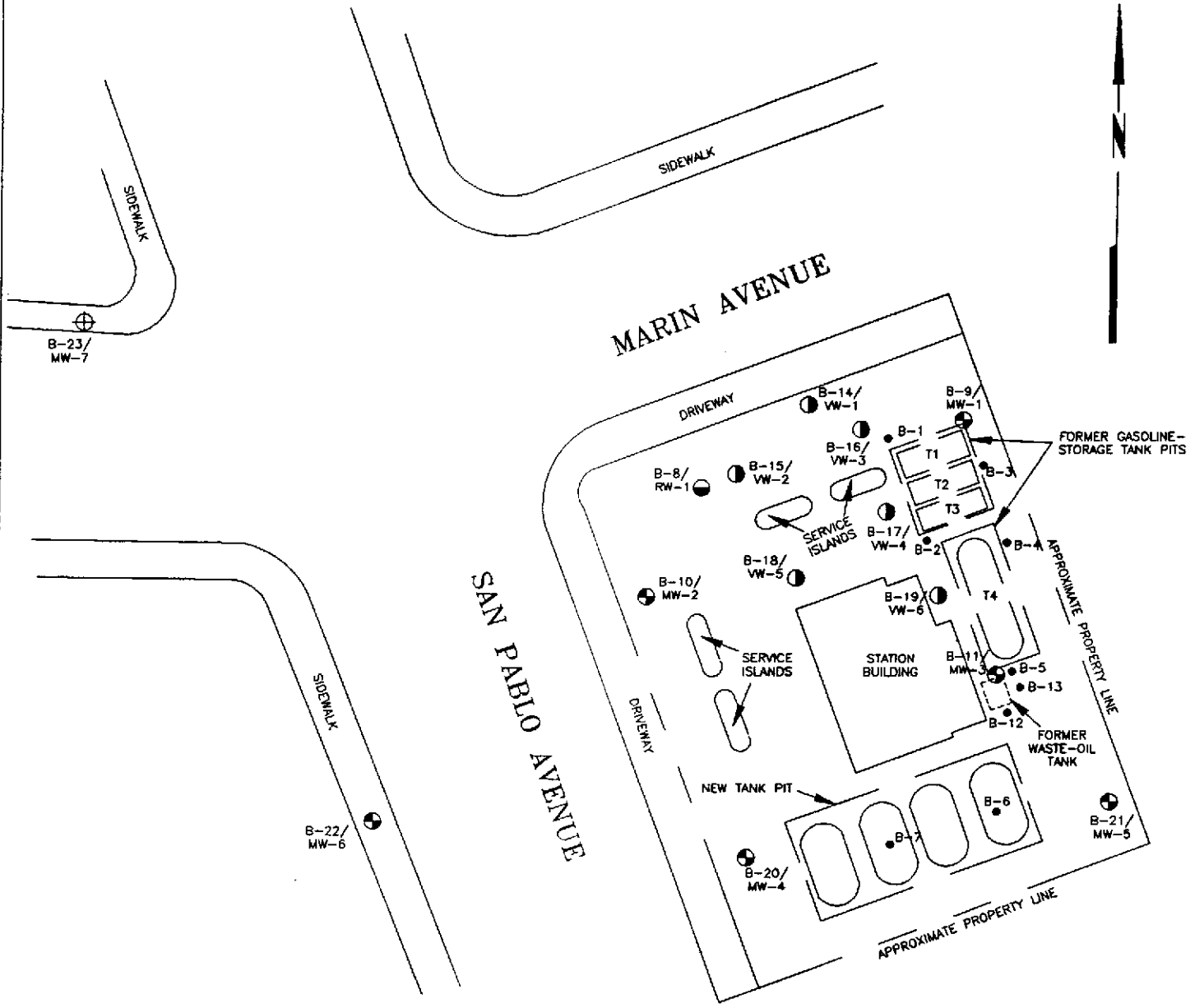


**RESNA**

PROJECT 69036.05

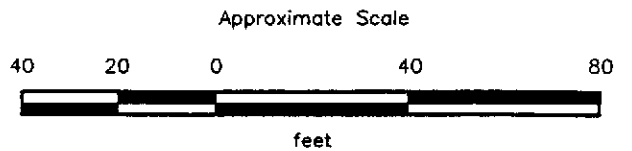
**SITE VICINITY MAP  
 ARCO Station 2035  
 1001 San Pablo Avenue  
 Albany, California**

**PLATE  
 1**



**EXPLANATION**

- B-23/  
MW-7 ⊕ = Proposed monitoring well
- B-19/  
VW-6 ● = Vapor extraction well  
(RESNA, Aug. 1992)
- B-8/  
RW-1 ● = Recovery well  
(Exceltech, October 1991)
- B-22/  
MW-6 ⊕ = Monitoring well  
(Exceltech, October 1991)
- B-13 ● = Soil boring  
(RESNA, Aug. 1989, June 1991, and Aug. 1992)



Source: Surveyed by John E. Koch, Land Surveyor.

**RESNA**  
Working to Restore Nature

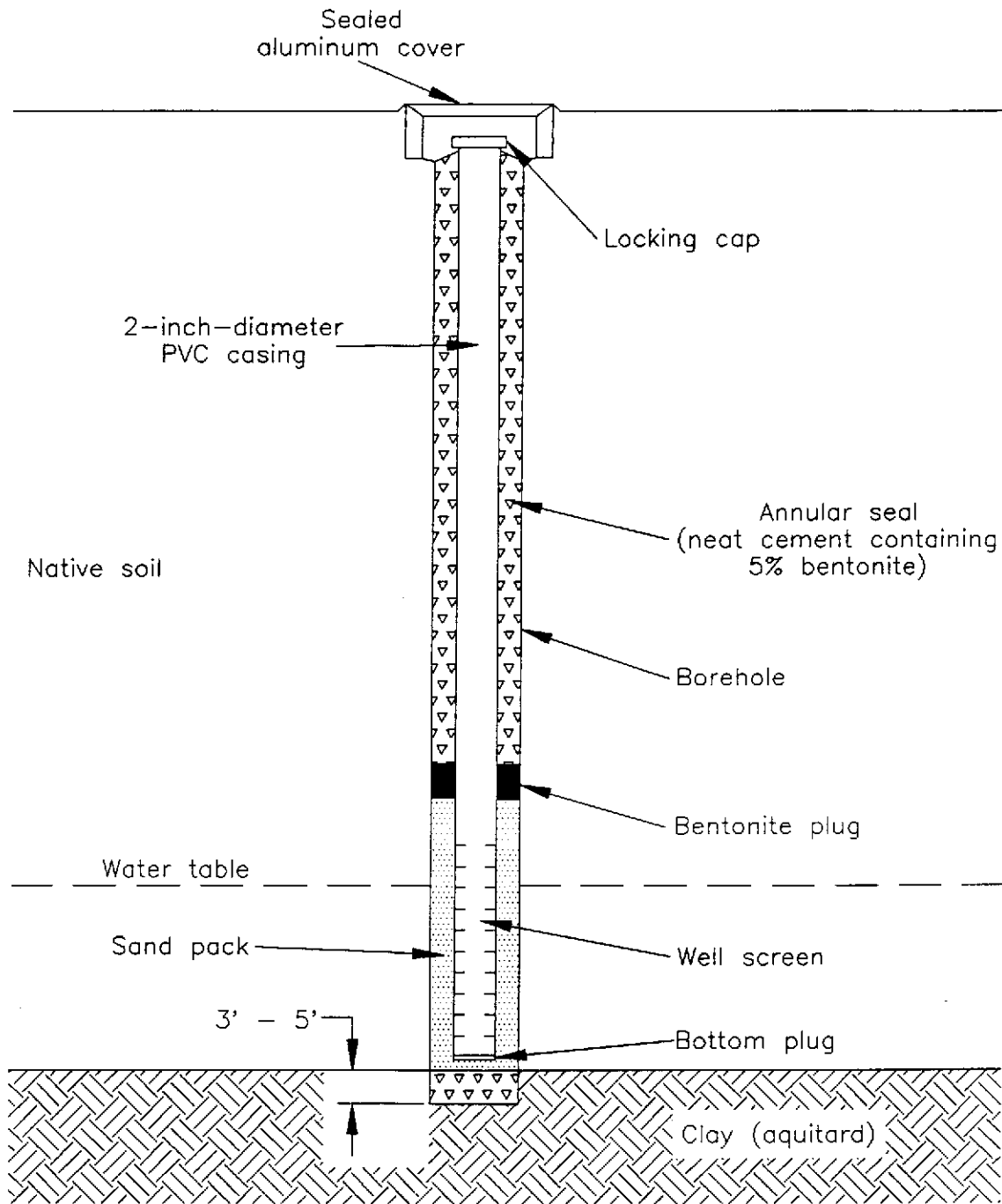
PROPOSED BORING/  
WELL LOCATION  
ARCO Station 2035  
1001 San Pablo Avenue  
Albany, California

PLATE

2

PROJECT 69036.05

# GROUNDWATER MONITORING WELL



Not to scale

**RESNA**  
Working to Restore Nature

PROJECT 69036.05

TYPICAL  
MONITORING WELL CONSTRUCTION

ARCO Station 2035  
1001 San Pablo Avenue  
Albany, California

PLATE

3

**DECLARATION OF INSURANCE**  
 Certificate of Insurance neither affirmatively nor negatively  
 extends or alters the coverage, limits, terms or conditions  
 of the policies it certifies.)



This is to Certify to

City of Albany  
 Public Works Department  
 1000 San Pablo Avenue  
 Albany, California 94706

COMPANY CODES

- 2 CIGNA INSURANCE COMPANY
- 3 CIGNA INS. CO. OF TEXAS
- 5 PACIFIC EMPLOYERS INS. CO.
- 9 INSURANCE COMPANY OF NORTH AMERICA
- A CIGNA INS. CO. OF ILLINOIS
- B CIGNA INS. CO. OF OHIO
- (OTHER: — SPECIFY)

FOLD

that the following described policy or policies, issued by The Company as coded below,  
 providing insurance only for hazards checked by "X" below, have been issued to:

**NAME AND ADDRESS OF INSURED** Atlantic Richfield Company, Its Subsidiaries and subsidiaries  
 thereof as now or hereinafter constituted, Atlantic Richfield  
 Plaza, 515 So. Flower Street, Los Angeles, CA 90071  
 covering in accordance with the terms thereof, at the following location(s):

TYPE OF POLICY	HAZARDS	CO. CODE	POLICY NUMBER	POLICY PERIOD	LIMITS OF LIABILITY		
(a) Standard Workmen's Compensation & Employers' Liability	<input checked="" type="checkbox"/>	5	RSC C3 781811-2	01-01-92 to 01-01-93	\$ Statutory W. C. <del>XXXXXXXXXXXX</del> <del>XXXXXXXXXXXX</del>		
(b) General Liability Premises—Operations (including "Incidental Contracts" as defined below)	<input type="checkbox"/>	<input type="checkbox"/>			\$	Each Person Each { <input type="checkbox"/> Accident <input type="checkbox"/> Occurrence	
	Independent Contractors	<input type="checkbox"/>					<input type="checkbox"/>
	Completed Operations/Products	<input type="checkbox"/>					<input type="checkbox"/>
	Contractual, (Specific type as described in footnote below)	<input type="checkbox"/>					<input type="checkbox"/>
Property Damage Premises—Operations (Including "Incidental Contracts" as defined below)	<input type="checkbox"/>	<input type="checkbox"/>			\$	Each { <input type="checkbox"/> Accident <input type="checkbox"/> Occurrence	
	Independent Contractors	<input type="checkbox"/>					<input type="checkbox"/>
	Completed Operations/Products	<input type="checkbox"/>					<input type="checkbox"/>
	Contractual, (Specific type as described in footnote below)	<input type="checkbox"/>					<input type="checkbox"/>
(c) Automobile Liability Owned Automobiles	<input type="checkbox"/>	<input type="checkbox"/>			\$	Each Person Each { <input type="checkbox"/> Accident <input type="checkbox"/> Occurrence	
	Hired Automobiles	<input type="checkbox"/>					<input type="checkbox"/>
	Non-owned Automobiles	<input type="checkbox"/>					<input type="checkbox"/>
Property Damage Owned Automobiles	<input type="checkbox"/>	<input type="checkbox"/>			\$	Each { <input type="checkbox"/> Accident <input type="checkbox"/> Occurrence	
	Hired Automobiles	<input type="checkbox"/>					<input type="checkbox"/>
	Non-owned Automobiles	<input type="checkbox"/>					<input type="checkbox"/>
(d)							

**Contractual Footnote:** Subject to all the policy terms applicable, specific contractual coverage is provided as respects

- (Check)  a contract  
 (Applicable)  purchase order agreements } between the Insured and:  
 (Block)  all contracts

It is the intention of the company that in the event of cancellation of the policy or policies by the company, ten (10) days' written notice of such cancellation will be given to you at the address stated above.

NAME OF OTHER PARTY

DATE (if applicable)

CONTRACT NO. (if any)

DESCRIPTION (OR JOB) RE: ARCO SERVICE STATION 2035 LOCATED AT 1001 SAN PABLO AVENUE, ALBANY, CALIFORNIA.

**Definitions:** "Incidental contract" means any written (1) lease of premises (2) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (3) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (4) sidetrack agreement, or (5) elevator maintenance agreement.

*Joe Braunstein, Jr.*  
 Joe Braunstein, Jr.  
 Authorized Representative



# ACORD. CERTIFICATE OF INSURANCE

ISSUE DATE(MM/DD/YY)

10/12/92

**PRODUCER**  
 Golden Gate Insurance Brokers  
 135 Paul Drive  
 San Rafael, CA 94903

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

### COMPANIES AFFORDING COVERAGE

- COMPANY LETTER **A** Republic Indemnity
- COMPANY LETTER **B**
- COMPANY LETTER **C**
- COMPANY LETTER **D**
- COMPANY LETTER **E**

**INSURED**  
 Bayland Drilling, Inc. /Greens Drilling  
 811 Hamilton Avenue  
 Menlo Park, CA 94026

### COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR. <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG. \$ PERSONAL & ADV. INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
<b>A</b>	<b>WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY</b>	PC945650	05/05/92	05/05/93	<input checked="" type="checkbox"/> STATUTORY LIMITS EACH ACCIDENT \$ 1,000,000 DISEASE - POLICY LIMIT \$ 1,000,000 DISEASE - EACH EMPLOYEE \$ 1,000,000
	<b>OTHER</b>				

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS**  
 All California operations

**CERTIFICATE HOLDER**  
 RESNA  
 3315 Almaden Expressway, Suite #34  
 San Jose, CA 95118

**CANCELLATION**  
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  


**CITY OF ALBANY**  
**ENCROACHMENT PERMIT**  
 Permanent/Temporary Construction  
 Within City Right of Way  
 Permit No. \_\_\_\_\_

**Location:** 1001 San Pablo Avenue, Albany, California

Name	Address	Phone Nos. Normal/Emergency	Business Lic No. Workers Comp No.
Applicant For ARCO RESNA INDUSTRIES	3315 ALMADEN EXP, SUITE 34 SAN JOSE, CA 95118	(408) 264-7223	114
Owner ARCO PRODUCTS CO.	P.O. Box 5811, SAN MATEO, CA 94402	(415) 571-2434	114
Engineer/Architect			
Contractor BAYLAND DRILLING	1535 INDUSTRIAL AVE, SJ, CA 95122	(408) 280-6822	2543

Type of Work	Description of Work
<input type="checkbox"/> Sidewalk	Installation and monitoring of one groundwater monitoring well.
<input type="checkbox"/> Curb & Gutter	
<input type="checkbox"/> Sewer	
<input type="checkbox"/> Utility Co.	
<input checked="" type="checkbox"/> Other	
<input type="checkbox"/> Permanent Structure	

**General Conditions:**

- All work shall be in accordance with the attached standard conditions.
- No refund after 120 days or work begins, 70 % of Fee refundable within 120 days provided no work has begun
- Permanent structures require City Council approval (City Code 14-2)

Applicant's Signature: Joel Coffman / RESNA

Date: 12-9-92

Department Use Only Below This Line

<b>NOTICE !</b> REQUEST FOR INSPECTION REQUIRED 24 HRS IN ADVANCE	Permit Fee Computation	
	Total Construction Cost Subject to Fee:	
	New Construction at 8 % of Const Cost	
	Reconstruction at 5 % of Const Cost	
	In-lieu Shury Seal Fee (when street is cut)	
	Minimum Fee per Schedule (if greater than % fee)	
Total Fee Due (transfer to fee schedule form)		
(Utilities to be Billed, Copy of Permit to Finance)		

**Special Conditions:** \_\_\_\_\_

Issued By: \_\_\_\_\_ Date: \_\_\_\_\_

Permit Expiration Date: \_\_\_\_\_ (not to exceed 180 days from date Issued)

Extension Granted By: \_\_\_\_\_ Date: \_\_\_\_\_

(One time extension may be granted not to exceed 120 day's) Final Expirati Date: \_\_\_\_\_

City Council Action (if required) Approved \_\_\_\_\_ Denied \_\_\_\_\_ Date: \_\_\_\_\_

**SPECIAL PROVISIONS FOR CONSTRUCTION PERMIT  
FOR  
WORK IN CITY RIGHT-OF-WAY**

**City of Albany**

**Permit No** \_\_\_\_\_

**Location** \_\_\_\_\_

**This APPLICATION MUST BE ACCOMPANIED by the DATA and PLANS indicated below:**

\_\_\_\_\_ **APPROVED Construction Plans and/or Documents.**

\_\_\_\_\_ **An Engineer's Estimate of the value of all public improvements and utility services within the public right-of-way. The grading estimate (in cubic yards) is to be submitted separately with the Grading Permit.**

\_\_\_\_\_ **A Soils Report prepared by a Registered Civil Engineer.**

**ALL FEES SHALL BE PAID AND DEPOSITS MADE PRIOR TO THE ISSUANCE OF THIS PERMIT**

The following conditions and provisions of the Albany Municipal Code apply to this permit:

**COMMENCEMENT OF WORK**

The permittee shall begin the work or use authorized by a permit issued pursuant to this chapter within ninety (90) days from the date of issuance unless a different period is stated in the permit, or an extension of time is granted by the Director of Public Works. If the work or use is not begun accordingly the permit shall become void.

**INSPECTION**

In general, inspection procedures, and requirements shall be as established by the Director of Public Works. Unless specifically exempted by the City Code, no encroachment work shall take place without inspection by the Director of Public Works or his authorized agent. Inspections by the City must be requested at least TWENTY-FOUR (24) HOURS (excluding weekends) IN ADVANCE of the work to be performed. No work shall be performed on weekends without PRIOR AUTHORIZATION of the Director of Public Works.

**DISPLAY OF PERMIT**

A. The permittee shall keep a copy of this permit at the site of the work, or in the cab of a vehicle when movement on a public street is involved. The permit shall be shown to any authorized representative of the Director of Public Works or law enforcement officer on demand.

**ACCEPTANCE OF PERMIT BY APPLICANT**

Acceptance by the applicant of the permit shall be conclusive evidence of the reasonableness of the terms imposed and shall constitute a waiver of any right to legislative determination thereof.

**NON-ASSIGNMENT OF PERMIT**

Permits shall be issued only to the person making application and may not be assigned to another person by the permittee. If any permittee assigns his permit to another, the permit will be revoked.

**CHANGES IN PERMIT AND WORK**

No changes may be made in the location, dimensions, character, or duration of the encroachment or use as granted by the permit except upon written authorization of the Director or Public Works.

**EXCAVATION OF PAVED STREETS**

No excavations shall be permitted within the paved area of the public streets unless the applicant can prove to the satisfaction of the Director of Public Works that the following conditions exist:

A. Boring of the utility is not feasible; and

- B. No reasonable alternative utility alignment is available outside the paved street area; and
- C. The cut area and an adjacent area shall be resurfaced as approved by the Director of Public Works. The limits of resurfacing shall be as determined by the Director of Public Works to insure the excavated area blends visually with the surrounding area. The applicant shall be responsible for the replacement of any and all obliterated or removed pavement markers or striping.

**REVOCAION OF PERMIT**

- A. This encroachment permit may be revoked at any time at the option of the Director of Public Works, whenever;
  - 1. It appears to him that the continuing allowance of the permitted work, whether because of changed conditions or otherwise, interferes with full, adequate or safe public use of the right-of-way involved; or
  - 2. The permittee fails to comply with or violates any city ordinance, city standards, safety regulations, or any condition of the issuance of the permit.
  - 3. Upon revocation of the permit, the permittee shall immediately restore the public right-of-way to a condition as required by the Director of Public Works. If the restoration is not completed within the time specified by the Director of Public Works the City may take any and all necessary action so required to restore the right-of-way. Any and all costs incurred by the City will be deducted from any deposits posted by the permittee and if necessary recovered by legal action.

**COMPLETION OF WORK**

The permittee must complete the work or use authorized by a permit issued pursuant to this chapter within the time specified in the permit. If at any time the Director of Public Works finds that the delay in the prosecution or completion of the work or use authorized is due to lack of diligence on the part of the permittee, the permit may be revoked.

**PERMITTEE LIABILITY**

The permittee shall agree to hold the City, its officers, and employees harmless from any and all liability, claims, suits or actions for any and all damages alleged to have been suffered by any person or property by reason of the permittee's installation, operation, maintenance or removal of the encroachment.

BY MY SIGNATURE HEREUNDER, I state that I have read and understand the above conditions and agree to comply therewith.

APPLICANT'S SIGNATURE \_\_\_\_\_

Date \_\_\_\_\_