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By Alameda County Environmental Health at 2:22 pm, Dec 24, 2014



**CONESTOGA-ROVERS
& ASSOCIATES**

5900 Hollis Street, Suite A
Emeryville, California 94608
Telephone: (510) 420-0700 Fax: (510) 420-9170
www.CRAworld.com

TRANSMITTAL

DATE: December 19, 2014 REFERENCE NO.: 200497

PROJECT NAME: 3790 Hopyard Road, Pleasanton

TO: Jerry Wickham
Alameda County Environmental Health
1131 Harbor Bay Parkway, Suite 250
Alameda, California 94502-6577

Please find enclosed: Draft Final
 Originals Other
 Prints

Sent via: Mail Same Day Courier
 Overnight Courier Other GeoTracker and Alameda County FTP

QUANTITY	DESCRIPTION
1	Well Destruction Report

As Requested For Review and Comment
 For Your Use

COMMENTS:

If you have any questions regarding the contents of this document, please call the CRA project manager Peter Schaefer at (510) 420-3319 or the Shell program manager Perry Pineda at (425) 413-1164.

Copy to: Perry Pineda, Shell Oil Products US (electronic copy)
Danielle Stefani, Livermore-Pleasanton Fire Department, 3560 Nevada Street, Pleasanton, CA 94566-6267
Colleen Winey, Zone 7 Water Agency (electronic copy)
Anabi Real Estate Development LLC, Attn: Rene Anabi, 1041 North Benson Avenue, Upland, CA 91786-2157

Completed by: Peter Schaefer Signed: 

Filing: Correspondence File



Mr. Jerry Wickham
Alameda County Environmental Health
1131 Harbor Bay Parkway, Suite 250
Alameda, California 94502-6577

Shell Oil Products US
Soil and Groundwater Focus Delivery Group
20945 S. Wilmington Avenue
Carson, CA 90810
Tel (425) 413 1164
Fax (425) 413 0988
Email perry.pineda@shell.com
Internet <http://www.shell.com>

Re: 3790 Hopyard Road
Pleasanton, California
SAP Code 135784
Incident No. 98995842
ACEH Case No. RO0000363

Dear Mr. Wickham:

The attached document is provided for your review and comment. Upon information and belief, I declare, under penalty of perjury, that the information contained in the attached document is true and correct.

As always, please feel free to contact me directly at (425) 413-1164 with any questions or concerns.

Sincerely,
Shell Oil Products US

A handwritten signature in black ink, appearing to read "Perry Pineda", is located below the typed name.

Perry Pineda
Senior Environmental Program Manager



WELL DESTRUCTION REPORT

SHELL-BRANDED SERVICE STATION
3790 HOPYARD ROAD
PLEASANTON, CALIFORNIA

SAP CODE 135784
INCIDENT NO. 98995842
AGENCY NO. RO0000363

DECEMBER 19, 2014
REF. NO. 200497 (11)

This report is printed on recycled paper.

Prepared by:
Conestoga-Rovers
& Associates

5900 Hollis Street, Suite A
Emeryville, California
U.S.A. 94608

Office: (510) 420-0700
Fax: (510) 420-9170

web: <http://www.CRAworld.com>

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- FIGURE 1 VICINITY MAP
FIGURE 2 SITE PLAN

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1.0 INTRODUCTION

Conestoga-Rovers & Associates (CRA) prepared this report on behalf of Equilon Enterprises LLC dba Shell Oil Products US (Shell) to document the recent well destructions at the referenced site.

The wells were properly destroyed to facilitate case closure as requested by Alameda County Environmental Health in their December 9, 2014 letter.

2.0 WELL DESTRUCTIONS

2.1 FIELD DATES

December 15 through 19, 2014.

2.2 PERSONNEL PRESENT

Environmental Scientist Michael Lombard directed the well destructions under the supervision of California Professional Geologist Peter Schaefer.

2.3 DESTRUCTION METHOD

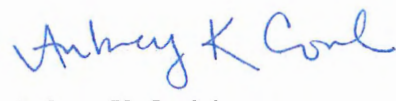
After removing the well boxes, wells S-2 through S-12, S-14, S-15, S-5B, S-5C, S-9B, S-9C, and SR-1 through SR-3 were destroyed by pressure grouting. Copies of the Zone 7 Water Agency well destruction and encroachment permits and the City of Pleasanton encroachment permit are included in Appendix A.

2.4 WASTE DISPOSAL

No waste was generated during the well destructions.

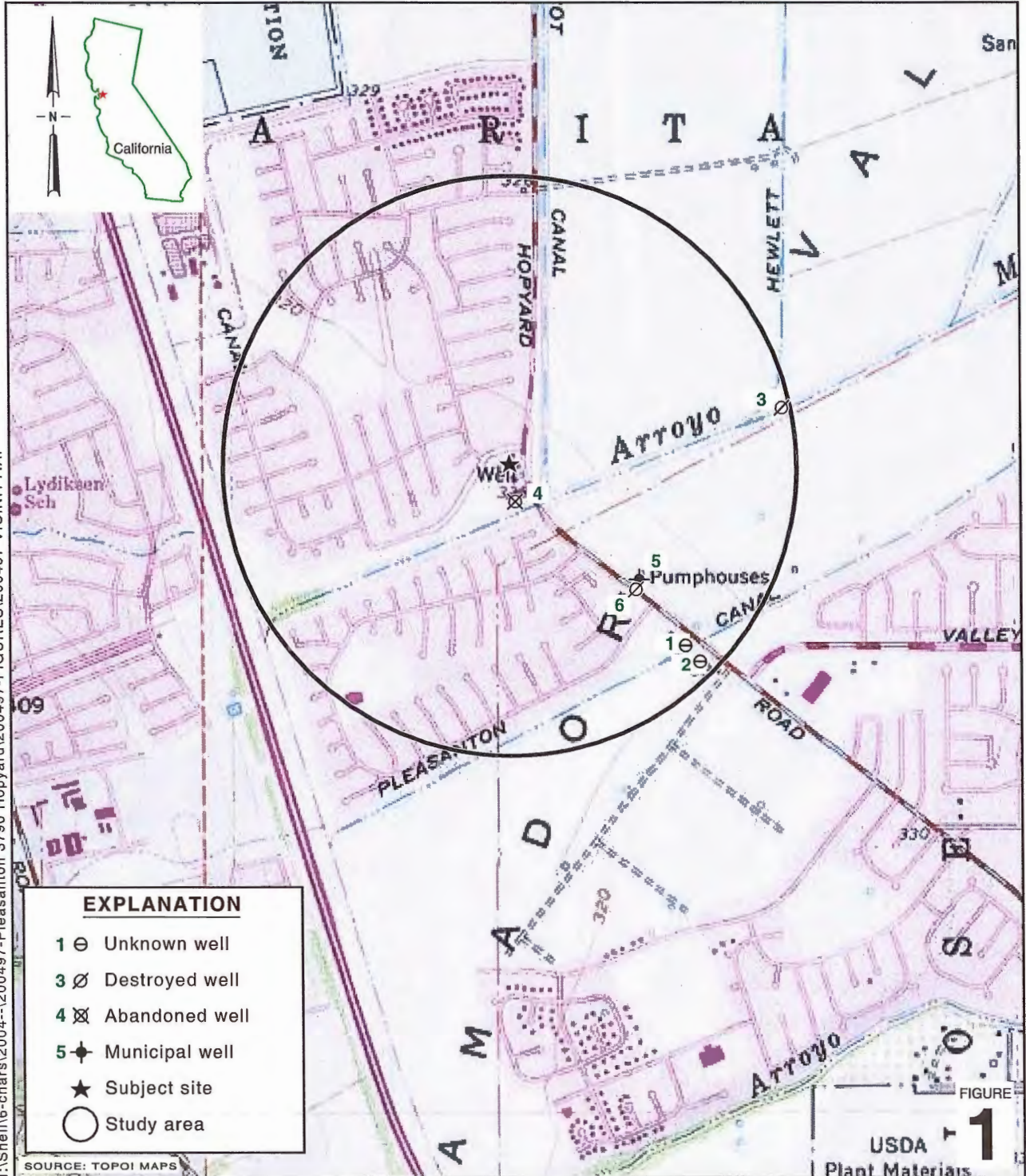
All of Which is Respectfully Submitted,
CONESTOGA-ROVERS & ASSOCIATES


Peter Schaefer, CEG, CHG


Aubrey K. Cool, PG



FIGURES

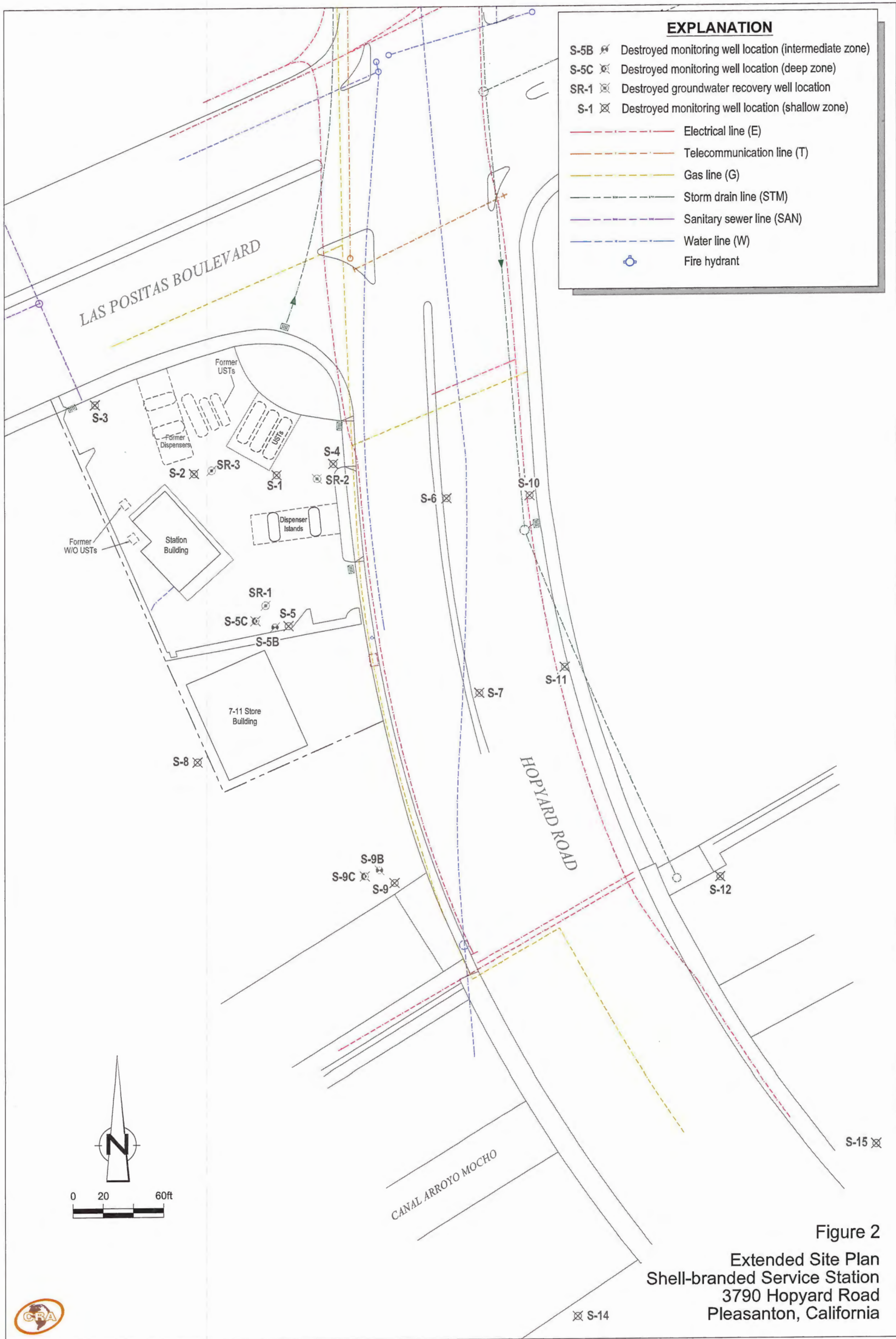


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Shell-branded Service Station
 3790 Hopyard Road
 Pleasanton, California



Vicinity Map



APPENDIX A

PERMITS



ZONE 7 WATER AGENCY

100 NORTH CANYONS PARKWAY, LIVERMORE, CALIFORNIA 94551 VOICE (925) 454-5000 FAX (925) 245-9306

E-MAIL whong@zone7water.com

DRILLING PERMIT APPLICATION

FOR APPLICANT TO COMPLETE

FOR OFFICE USE

LOCATION OF PROJECT 3790 HOPYARD ROAD
PLEASANTON, CA

PERMIT NUMBER 2014185
WELL NUMBER see attached map
APN 941-1309-035-00

Coordinates Source _____ ft. Accuracy _____ ft.
LAT: _____ ft. LONG: _____ ft.
APN _____

PERMIT CONDITIONS (Circled Permit Requirements Apply)

CLIENT ERUSION ENTERPRISES LLC dba
Name SHELL OIL PRODUCTS US
Address 70845 SOUTH WILMINGTON AVE Phone (714) 731-1050
City CARSON, CA Zip 90810

- A. GENERAL**
 1. A permit application should be submitted so as to arrive at the Zone 7 office five days prior to your proposed starting date.
 2. Submit to Zone 7 within 60 days after completion of permitted work the original **Department of Water Resources Water Well Drillers Report (DWR Form 188), signed by the driller.**
 3. Permit is void if project not begun within 90 days of approval date.
 4. Notify Zone 7 at least 24 hours before the start of work.

APPLICANT
Name MIKE LOMBARD - CONESTOGA ROVERS & ASSOCIATES
Email MLOMBARD@CRAWORLD.COM Fax (925) 849-1040
Address 2300 CLAYTON RD, Suite 900 Phone (925) 849-1019
City CONCORD, CA Zip 94520

- B. WATER SUPPLY WELLS**
 1. Minimum surface seal diameter is four inches greater than the well casing diameter.
 2. Minimum seal depth is 50 feet for municipal and industrial wells or 20 feet for domestic and irrigation wells unless a lesser depth is specially approved.
 3. Grout placed by tremie.
 4. An access port at least 0.5 inches in diameter is required on the wellhead for water level measurements.
 5. A sample port is required on the discharge pipe near the wellhead.

TYPE OF PROJECT:
Well Construction Geotechnical Investigation
Well Destruction Contamination Investigation
Cathodic Protection Other

PROPOSED WELL USE:
Domestic Irrigation
Municipal Remediation
Industrial Groundwater Monitoring
Dewatering Other

- C. GROUNDWATER MONITORING WELLS INCLUDING PIEZOMETERS**
 1. Minimum surface seal diameter is four inches greater than the well or piezometer casing diameter.
 2. Minimum seal depth for monitoring wells is the maximum depth practicable or 20 feet.
 3. Grout placed by tremie.

DRILLING METHOD:
Mud Rotary Air Rotary Hollow Stem Auger
Cable Tool Direct Push Other PRESSURE GROUT
PRESSURE GROUT WITH CEMENT 25 PSI FOR 5 MINUTES - TREMIE GROUT

DRILLING COMPANY CASCADE DRILLING L.P.
DRILLER'S LICENSE NO. 938110 C-57

- D. GEOTECHNICAL.** Backfill bore hole with compacted cuttings or heavy bentonite and upper two feet with compacted material. In areas of known or suspected contamination, tremied cement grout shall be used in place of compacted cuttings.

WELL SPECIFICATIONS:
Drill Hole Diameter 8" or 10" in. Maximum _____
Casing Diameter 2 1/4" in. Depth 25-80 ft.
Surface Seal Depth ENTIRE ft. Number 20
DEPTH

- E. CATHODIC.** Fill hole above anode zone with concrete placed by tremie.

SOIL BORINGS:
Number of Borings _____ Maximum _____
Hole Diameter _____ in. Depth _____ ft.

- F. WELL DESTRUCTION.** See attached.
- G. SPECIAL CONDITIONS.** Submit to Zone 7 within 60 days after completion of permitted work the well installation report **including all soil and water laboratory analysis results.**

ESTIMATED STARTING DATE 12-15-14
ESTIMATED COMPLETION DATE 12-22-14

I hereby agree to comply with all requirements of this permit and Alameda County Ordinance No. 73-68.

APPLICANT'S SIGNATURE [Signature] Date 11-21-14

Approved [Signature: Wyman Hong] Date 12/11/14
Wyman Hong

ATTACH SITE PLAN OR SKETCH

December 12, 2014

**Zone 7
Water Resources Engineering
Groundwater Protection Ordinance**

**Shell Oil Products U.S.
3790 Hopyard Road
Pleasanton
Wells SR-1, S-2, SR-2, S-3, SR-3, S-4, S-5, S-5B, S-5C, S-6, S-7, S-8, S-9, S-9B,
S-9C, S-10, S-11, S-12, S-14, S-15
Permit 2014185**

Destruction Requirements:

1. Remove from the well any pump, appurtenances, debris, or other materials.
2. Sound the well as deeply as practicable and record for your report.
3. Fill casing with neat cement or cement grout sealing material to two feet below the finished grade and pressurize to 25 psi and maintain for 5 minutes, forcing the sealing material through the existing perforations and into the surrounding formation.
4. Release the pressure and refill the empty portion of the casing with grouting material allowing it to spill over the top of the casing to form a cap.
5. Cut and remove any casing(s) to two feet below the finished grade or original ground, whichever is the lower elevation (optional).
6. After the seal has set, backfill the remaining hole with compacted material.



ENVIRONMENTAL HEALTH SERVICES
ENVIRONMENTAL PROTECTION
1131 Harbor Bay Parkway, Suite 250
Alameda, CA 94602-6577
(510) 567-6700
FAX (510) 337-9335

October 6, 2014

Mr. Perry Pineda
Shell Oil Products US
20945 S. Wilmington Ave.
Carson, CA 90810-1039
(Sent via E-mail to: perry.pineda@shell.com)

Anabi Real Estate Development LLC
Attn: Rene Anabi
1041 North Benson Avenue
Upland, CA 91786-2157

Subject: Landowner and Public Notification for Fuel Leak Case No. RO0000363 and GeoTracker Global ID T0600101257, Shell#13-5784, 3790 Hopyard Road, Pleasanton, CA 94566

Dear Mr. Pineda:

Alameda County Environmental Health (ACEH) has reviewed the fuel leak case file and is considering the above referenced site for case closure. Site investigation and groundwater monitoring for underground storage tank leaks have been performed at the subject property to which you are named as the primary or active responsible party.

List of Landowners Form

Pursuant to Section 25297.15 (a), Alameda County Environmental Health (ACEH), the local agency, shall not consider cleanup or site closure proposals from the primary or active responsible party, issue a closure letter, or make a determination that no further action is required with respect to a site upon which there was an unauthorized release of hazardous substances from an underground storage tank subject to this chapter unless all current record owners of fee title to the site of the proposed action have been notified of the proposed action by the primary or active responsible party. ACEH is required to notify the primary or active responsible party of their requirement to certify in writing to the local agency that the notification requirement in the above-mentioned regulation has been satisfied and to provide the local agency with a complete mailing list of all record fee title owners.

To satisfy this requirement, please complete the enclosed *List of Landowners Form*, and mail or e-mail it back to ACEH by the date identified below. Also your comments, if any, must be considered prior to the proposed closure. Please respond within 30 days from the date of this letter for your comments to be considered.

Responsible Parties
RO000363
October 6, 2014, Page 3

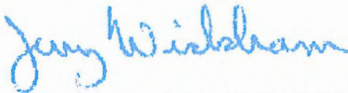
TECHNICAL REPORT REQUEST

Please submit technical reports to Alameda County Environmental Health (Attention: Jerry Wickham), according to the following schedule:

- **November 8, 2014** – List of Landowners Form
File to be named: LNDOWNR_F_yyyy-mm-dd RO363
- **December 8, 2014** – End of Public Comment Period

If you have any questions, please call me at (510) 567-6791 or send me an electronic mail message at jerry.wickham@acgov.org. Online case files are available for review at the following website: <http://www.acgov.org/aceh/index.htm>. If your email address does not appear on the cover page of this notification, ACEH is requesting you provide your email address so that we can correspond with you quickly and efficiently regarding your case.

Sincerely,



Digitally signed by Jerry Wickham
DN: cn=Jerry Wickham, o=Alameda County Environmental
Health, ou, email=jerry.wickham@acgov.org, c=US
Date: 2014.10.07 09:32:35 -07'00'

Jerry Wickham, California PG 3766, CEG 1177, and CHG 297
Senior Hazardous Materials Specialist

Attachments: Invitation to Comment - Potential Case Closure
Mailing List
List of Landowners Form

cc: Danielle Stefani, Livermore Pleasanton Fire Department, 3560 Nevada St, Pleasanton, CA 94566 (*Sent via E-mail to: dstefani@lpfire.org*)

Colleen Winey (QIC 8021), Zone 7 Water Agency, 100 North Canyons Pkwy, Livermore, CA 94551 (*Sent via E-mail to: cwiney@zone7water.com*)

Peter Schaefer, Conestoga-Rovers & Associates, 5900 Hollis Street, Suite A, Emeryville, CA 94608 2032 (*Sent via E-mail to: pschaefer@croworld.com*)

Jerry Wickham, ACEH (*Sent via E-mail to: jerry.wickham@acgov.org*)

GeoTracker, File



Zone 7 Water Agency
100 North Canyons Parkway
Livermore, CA 94551

Phone: 925-454-5000
Fax: 925-454-5726
www.zone7water.com

ENCROACHMENT PERMIT

Permit Information

Flood Control Water Supply **PERMIT NO.:** 70313

Permittee: Conestoga Rovers & Associates (Tax ID 161229774)

Address: 2300 Clayton Rd. Suite 920

City/State/Zip: Concord, CA 94520

Telephone No.: 925-849-1019 **Fax No.:** 925-849-1040

Cell Phone No.: 510-825-2207 **Email:** mlombard@carworld.com

Contact Person: Mike Lombard

WORK PERFORMED UNDER THIS PERMIT SHALL NOT COMMENCE BEFORE 12/15/2014,
AND SHALL BE COMPLETED BY 12/22/2014.

PLEASE READ ALL SECTIONS OF THIS PERMIT CAREFULLY AND KEEP IT AT THE WORKSITE.

In compliance with your request, and subject to all the terms, conditions and restrictions written below or given as general or special provisions on any part of this form,
PERMISSION IS HEREBY GRANTED AS FOLLOWS:

Location: Arroyo Mocho in Pleasanton at Hopyard Rd.

Permitted Use: Well destruction Permit #2014185, S-12, S-14, S-15

Failure to complete work by said date shall void this permit unless a written extension is granted by Zone 7 Water Agency.

- Items attached or referred to herein and made part hereof:
1. General Provisions, attached.
 2. Special Provisions, below.

Special Provisions

Adhere to guidelines in Well Destruction Permit 2014185.

See attached for additional Special Provisions



Zone 7 Water Agency
100 North Canyons Parkway
Livermore, CA 94551

Phone: 925-454-5000
Fax: 925-454-5726
www.zone7water.com

ENCROACHMENT PERMIT GENERAL PROVISIONS

1. **DEFINITIONS:** Wherever the following terms are used in this permit, they shall mean the following: Zone 7 shall mean Zone 7 of Alameda County Flood Control and Water Conservation District; General Manager shall mean the General Manager of Zone 7 or his/her authorized representative (e.g. Permit Engineer).
2. **REVOCATION:** This permit shall be revocable on order of the General Manager of Zone 7 and shall not be transferable.
3. **NON-EXEMPTION:** This permit shall not be construed to allow Permittee to proceed without obtaining any other permits or authorizations required by any other public agency or without the permission of affected property owners, nor shall it be construed as authorizing any zoning variance nor as establishing any precedent for similar encroachments.
4. **PRIOR RIGHTS:** This permit is subject to all prior unexpired permits, agreements, easements, privileges or other rights, whether recorded or unrecorded, in the area specified in this permit. Permittee shall make arrangements with holders of such prior rights.
5. **ACCEPTANCE OF CONDITIONS:** It is agreed by Permittee that entrance upon the property or jurisdiction of Zone 7 to perform any of the work authorized hereunder shall constitute acceptance of all the provisions hereof and that this permit is valid only for the purpose and duration specified herein. No change of program as outlined in the plans submitted for the permit will be allowed without written permission from Zone 7.
6. **CONDUCT OF WORK:** Permittee shall conduct the work in accordance with approved plans and in a manner which will cause the least possible disturbance to Zone 7 facilities. The Permittee shall also restore affected facilities to a condition as good as found, and store or place materials, equipment or machinery in such fashion as not to interfere with the proper functioning of Zone 7's facilities.
7. **INSPECTION:** Activities and uses authorized under this permit are subject to any instructions of the assigned Zone 7 inspector. All instructions must be strictly observed.
8. **STANDARDS:** Permittee shall perform all work to Zone 7 standards and use only such materials as will conform to Zone 7 standards as determined by the General Manager. Cuts or other excavations in public property shall be repaired to such standards as may be required by the General Manager and no cutting of channel walls, or connections to drainage pipes or water lines shall be made except in the presence of a Zone 7 inspector.
9. **LAW OBSERVANCE:** Permittee shall perform and conduct operations in the manner prescribed by state or other applicable laws.
10. **RELOCATION:** Permittee agrees that whenever Zone 7 requires the relocation or removal of any installation permitted hereunder, Permittee shall effect such relocation or removal at Permittee's sole expense.
11. **ZONE 7 TO COMPLETE WORK:** Whenever the Permittee fails or neglects to complete the work permitted or required hereunder, Zone 7 may, at its option and after notice, complete the said work or restore the property to its original condition, and Permittee agrees to reimburse the cost thereof to Zone 7.
12. **PERMIT ON JOB:** This permit shall be kept on the job site during the performance of any construction work hereunder and shall be shown on demand to any representative of Zone 7 or to any law enforcement officer who so demands.
13. **SUSPENSION:** This permit may be suspended at the discretion of the General Manager or when Permittee is conducting operations in such negligent fashion as to threaten the structural or operational safety of Zone 7 facilities.
14. **PERMIT RENEWAL:** If, for any reason, the work authorized under the permit will not be completed, the Permittee shall notify Zone 7 no later than two (2) weeks prior to expiration and apply for renewal.
15. **EROSION AND SEDIMENT CONTROL:** Permittee shall provide effective erosion and sediment control to prevent runoff of sediment into drainage systems and shall have an approved plan or program for erosion and sediment control complying with all applicable Federal, State, and local laws.
16. **SOILS REQUIREMENT:** Soils imported and stockpiled on Zone 7's property should be obtained from a legally permitted quarry. Prior to stockpiling of any imported soils not obtained from a legally permitted quarry

ENCROACHMENT PERMIT GENERAL PROVISIONS

wastes introduced by Zone 7 or an employee, agent, contractor, or person permitted by Zone 7. As used herein, "remediation" includes any investigation or post-cleanup monitoring that may be necessary in compliance with Environmental Laws. For purposes of disposal, Permittee shall be the generator of any such Hazardous Materials and shall provide a generator identification number on manifest for such disposal as required by Environmental Laws except for disposal of any such Hazardous Materials or non-hazardous wastes introduced by Zone 7 or an employee, agent, contractor, or person permitted by Zone 7, in which case Zone 7 shall be the generator and shall provide a generator identification number.

23. **PRE-EXISTING HAZARDOUS MATERIALS:** If at any time Permittee discovers or suspects pre-existing Hazardous Materials exists on, about, under or emanating from the permitted work area as of the commencement date of the permit, Permittee shall immediately cease any further work, activity and use within the permitted work area, reasonably secure the area(s) affected and notify Zone 7 of the condition. Zone 7 shall in its sole discretion, determine and undertake the course of remedial action unless otherwise agreed to by the Parties. Permittee acknowledges and agrees that should remedial action be necessary, that Permittee's use of the permitted work area may be suspended or limited while remediation is undertaken and that Zone 7 shall be free from any and all claims, action and liabilities, by whomever asserted, that may result from Permittee's inability to fully use and enjoy the rights conferred herein.
24. **LIABILITY FOR HAZARDOUS MATERIALS:** Permittee agrees to assume responsibility and liability for, and defend, indemnify and hold harmless Zone 7, its directors, officers, agents and employees from all claims, demands, suits, losses, damages, injury, and liability, direct or indirect (including any and all costs, fees and expenses in connection therewith) arising from the introduction on the permitted work area of any Hazardous Materials or non-hazardous wastes by Permittee (including its employees, contractors and agents) during its use of the permitted work area. (Zone 7 property)
25. **LIABILITY FOR DAMAGES:** Permittee agrees to assume responsibility and liability for, and defend, indemnify and hold harmless the County of Alameda, the Alameda County Flood Control and Water Conservation District, including Zone 7, its Board of Supervisors, the Directors of Zone 7, their officers, agents and employees (collectively "Indemnitees") from all claims, demands, suits, losses, damages, injury, and liability, direct or indirect (including any and all costs, fees and expenses in connection therewith), caused by acts or omissions of Permittee, its employees, contractors and agents in connection with the work, activity or use of the property (including property of Permittee or County and/or District), except to the extent such losses are caused by the gross negligence or willful misconduct of the Indemnitees, its employees, contractors, agents or other persons permitted by the Indemnitees. Permittee agrees at its own cost, expense and risk to defend any and all actions, suits, or other legal proceedings brought or instituted against the Indemnitees, its directors, officers, agents and employees arising from the acts or omissions of Permittee, its employees, contractors and agents in connection with the work permitted herein, and to pay and satisfy any resulting judgments, settlements or other expenses associated therewith.
26. **UNAUTHORIZED USE OF PROPERTY:** Upon any use of Zone 7's property by Permittee other than that authorized by this permit, or upon failure of the Permittee to conform to any of the terms and conditions of this permit, Zone 7 may terminate this permit by issuing a written notice of intent to terminate subject to a two week period allowing for Permittee to conform, except in those instances in which Zone 7, in its sole discretion, determines that Permittee's acts or omissions constitute a threat or potential threat to people or property and shortens the period for conformity.
27. **WRITTEN NOTICES:** Any notice which Permittee is required to provide related to this permit shall be given in writing and may be personally served, sent by overnight courier delivery, or deposited in the United States Mail as certified mail, return receipt requested, postage prepaid, addressed to the other party at the following address:

Alameda County Flood Control and Water Conservation District - Zone 7
100 N. Canyons Parkway
Livermore, CA 94551

**DRAFT
SPECIAL PROVISIONS
PERMIT NO. 70313**

1. Permittee shall provide erosion and sediment control to prevent runoff of sediment into drainage systems and shall have an approved plan or program for erosion and sediment control complying with all applicable Federal, State, and local laws.
2. Permittee or any person/agency undertaking a construction activity that disturbs one acre of land or more shall provide a copy of the Notice of Intent (NOI) that was sent to the State Water Resources Control Board for coverage under the Construction Activity Stormwater NPDES General Permit. If the project is a small linear underground/overhead project (small LUP) that disturbs at least one acre but not more than five acres of land, the permittee or any person/agency undertaking the small LUP shall provide a copy of the NOI that was submitted to the State Water Resources Control Board, and any Linear Construction Activity Notice (LCAN) that was submitted to the Regional Water Quality Control Board for coverage under the Small LUP General Permit.
3. Permittee shall implement effective erosion and sedimentation control measures to prevent site runoff from running over bank directly into a live stream or channel and to prevent pollutants such as sediment, concrete, or excavated material from entering the District's or applicable municipality's storm drain system and adjacent water bodies. Erosion and sedimentation control measures shall be in accordance with the Erosion and Sediment Control Field Manual (San Francisco Bay Regional Water Quality Control Board, revised 2002), the Manual of Standards for Erosion and Sediment Control Measures (Association of Bay Area Government, 1995), and the California Stormwater Best Management Practices Handbook for Construction Activity (California Stormwater Quality Association, 2003). Projects involving flood control facilities shall implement best management practices in accordance with the Flood Control Facility Maintenance Best Management Practices (Bay Area Stormwater Management Agencies Association, 2000). In case of conflicting information or requirements between these manuals, the Erosion and Sediment Control Field Manual shall prevail.
4. Permittee shall implement the stormwater pollution control best management practices listed below:
 - a) Gather all construction debris on a regular basis and place it in a dumpster or other container which is emptied or removed on a weekly basis. When appropriate, use

8. In the event Permittee, its agents, employees, contractors and/or subcontractors damage in any way Zone 7's property, it shall be repaired or remedied by Permittee or at Zone 7's discretion by Permittee and all costs associated therewith shall be at Permittee's sole cost and expense to the extent that work by Zone 7 does not result in improving the site to a condition better than that which existed prior to being damaged. Permittee shall cause repairs to be made as directed by Zone 7 engineer after receipt of written notice to Permittee. If Permittee fails to undertake such repairs as directed by Zone 7 and/or within the time indicated in the Zone 7 notice, Zone 7 shall have the right, but not the obligation, to undertake the necessary repair work itself or by contract. Any and all costs associated with the exercise of Zone 7's right to self-help as indicated above (including but not limited to engineering, technical and/or legal service fees and costs), shall be borne by Permittee and shall become immediately due and payable to Zone 7 upon receipt of invoice from Zone 7. Zone 7's right to self-help is not exclusive and shall be in addition to any other remedy available in law or equity.
9. Permittee, its contractors and agents shall provide for their own safety while performing the work under this permit including but not limited to traffic control and all other safety requirements in accordance with CAL/OSHA regulations.
10. Permittee shall not interfere with the primary use of the Zone 7 property for flood control purposes and shall have the duty and hereby agrees to exercise reasonable care to properly maintain Zone 7's property during the term stipulated in Zone 7's permit, including but not limited to, removing debris dumped or placed on the Zone 7 property from any source other than Zone 7 or an employee, agent, contractor, or person permitted by Zone 7. Permittee understands and agrees that Zone 7 may in the event of emergency enter upon the permitted work area and in the course of doing so, may cause damage to or alter the permitted work area and/or other Zone 7's property including Permittee's improvements completed or in progress therein. Zone 7 agrees that it shall exercise due care as practical in the course of carrying out its emergency flood control and/or water supply activities but Zone 7 shall not be liable or responsible for any such damage caused during the course of emergency response. For non-emergency flood control and/or water supply related activities in or about the permitted work area, Permittee agrees to reasonably cooperate with Zone 7 to accommodate Zone 7's use of the permitted work area including but not limited to removing obstructions or barriers to Zone 7's access to the permitted work area and/or adjacent properties.
11. Permittee agrees to notify Zone 7's representative, Jeff Jones, at (925) 519-1147, at least 48 hours prior to any use of Zone 7's property. Permittee shall not perform any work on Zone 7's property until all necessary, licenses and environmental clearances have been obtained. Zone 7 shall diligently process any necessary license or environmental clearance in a timely manner to avoid delay to Permittee's use of the permitted work area.
12. Permittee shall not (a) use, generate, or store, or allow its employees, contractors or agents

15. Permittee agrees to assume responsibility and liability for, and defend, indemnify and hold harmless Zone 7, its directors, officers, agents, and employees from all claims, demands, suits, losses, damages, injury, and liability, direct or indirect (including any and all costs, fees and expenses in connection therewith) arising from the introduction on the permitted work area of an hazardous materials or non-hazardous wastes by permittee (including its employees, contractors and agents) during its use of the permitted work areas. (Zone 7 property)
16. Permittee agrees to assume responsibility and liability for, and defend, indemnify and hold harmless the County of Alameda, the Alameda County Flood Control and Water Conservation District, including Zone 7, its Board of Supervisors, the Directors of Zone 7, their officers, agents and employees (collectively "Indemnitees") from all claims, demands, suits, losses, damages, injury, and liability, direct or indirect (including any and all costs, fees and expenses in connection therewith), caused by acts or omissions of Permittee, its employees, contractors and agents in connection with the work, activity or use of the property (including property of Permittee or County and/or District), except to the extent such losses are caused by the gross negligence or willful misconduct of the Indemnitees, its employees, contractors, agents or other persons permitted by the Indemnitees. Permittee agrees at its own cost, expense and risk to defend any and all actions, suits, or other legal proceedings brought or instituted against the Indemnitees, its directors, officers, agents and employees arising from the acts or omissions of Permittee, its employees, contractors and agents in connection with the work permitted herein, and to pay and satisfy any resulting judgments, settlements or other expenses associated therewith.
17. Upon any use of Zone 7's property by Permittee other than that authorized by this permit, or upon failure of the Permittee to conform to any of the terms and conditions of this permit, Zone 7 may terminate this permit by issuing a written notice of intent to terminate subject to a two week period allowing for Permittee to conform, except in those instances in which Zone 7, in its sole discretion, determines that Permittee's acts or omissions constitute a threat or potential threat to people or property and shortens the period for conformity.
18. Permittee may be self-insured or shall procure and maintain at Permittee's sole expense, for the duration of this permit, and shall ensure that its agents, consultants, and contractors procure and maintain for the duration of entry upon Zone 7's real property, insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the construction, maintenance, or repair on permitted work area, the use of Zone 7's property, or the use of the temporary access by Permittee or its agents, representatives, employees, contractors, subcontractors, and invitees.

The policy of insurance or self-insurance coverage maintained by Permittee shall include the equivalent of the following, and the insurance maintained by its agents, consultants, and contractors shall include the following: (i) Commercial General Liability coverage:



ENCROACHMENT PERMIT

-Inspections must be requested 24 Hours prior to Starting Work-

Call (925) 931 - 5680 *

Project Address 3790 Hopyard Rd	Parcel #	Permit # E14-0744	Applicant
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Project: Conestoga Rovers and Associates

Owner	Contractor CONESTOGA - ROVERS & ASSOCIATES INC 5900 HOLLIS STREET SUITE A EMERYVILLE, CA 94608 5104203334 License #: 855376 Expires: 3/31/2015
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Scope of Work
Abandon 4 monitoring wells on Hopyard Rd in the north bound lane, 100 feet south of West Las Positas.

Issuance Comments

The City Engineer or his authorized representative will be the sole judge of the quality of work, the interpretation of these conditions, and the interpretations of City specifications and/or City Details applicable to the project.

Applicant shall abandon 4 ground monitoring wells as indicated on attached plan (S-6, S-10, S-7, S-11), The attached traffic control plan shall apply.

Applicant shall saw cut a 2 foot wide asphalt square and remove the existing valve box. Field determine the existing roadway street section and replace in kind.

<i>Basic Setting UP 0830</i>	Total Fees:	\$115.00
	Total Payments:	\$115.00

All work to be performed to City of Pleasanton Standard Details and Specifications. This permit is issued pursuant to all provisions of the City of Pleasanton Municipal Code, Chapter 13.04, Encroachment.

Issued By: George Farrell *[Signature]* Date of Issue: 12/11/2014
 Applicant/Agent: *[Signature]*

Building: (925) 931-5300 Planning: (925) 931-5600 Engineering: (925) 931-5650 Construction Insp.: (925) 931-5680