Tougeron, Christopher, Env. Health

From: John Ellis <johne@vintnersdist.com>
Sent: Tuesday, October 1, 2013 2:51 PM
To: Tougeron, Christopher, Env. Health
Cc: Kris Goyal; Sunny
Subject: Powell Shell, 1800 1/2 Powell Street, Emeryville CA 94608

Chris,
I tried to call over to your office to let you know that there was an accident at this site yesterday. Service Station Systems responded to a call today for a diesel product not dispensing call. When they arrived they found that the diesel line damaged, disabled the product and informed me of the problem. Right now they verifying the amount of fuel lost (not sure if it is more or less than 5 gallons, I will follow up with you on any notification that is required). I wanted to see what we can do to move forward with repairing the damaged line and restoring the integrity of the Diesel line. If you can forward me the permit application I can turn that around for you very fast; in order to make the repair as soon as possible I have the contractor standing by for the ok to complete.
Thanks for the help,

John Ellis

Maintenance Manager/**Au Energy, LLC.**

email johne@vintnersdist.com

Direct Number (510) 270-3418

Fax Number (510) 270-3418

Office Number (510) 657-9150 x3418

Cellular Phone Number (510) 600-5434

****

Tougeron, Christopher, Env. Health

From: Hildreth, Timothy, Env. Health
Sent: Wednesday, October 2, 2013 10:51 AM
To: Hugo, Susan, Env. Health
Cc: Tougeron, Christopher, Env. Health
Subject: FW: Hazardous Materials Spill Report: Cal OES Control #:13-6164

FYI

-----Original Message-----
From: Warning Center [mailto:Warning.Center@ops.calema.ca.gov]
Sent: Wednesday, October 2, 2013 9:41 AM
To: Hildreth, Timothy, Env. Health
Subject: Hazardous Materials Spill Report: Cal OES Control #:13-6164

Please confirm receipt via reply email or call 916-845-8911

Governor's Office of Emergency Services
Hazardous Materials Spill Report

DATE: 10/02/2013 | RECEIVED BY Cal OES: Grady Tunnell | Cal OES
CNTRL #:13-6164
TIME: 0931 | RECEIVED BY OSPR: | NRC#:

1.a. PERSON NOTIFYING Cal OES
1. NAME: John Ellis | 2. AGENCY: AU Energy
3. PHONE #: 510-270-3418 | 4. EXT: | 5. PAGER #:

1.b. PERSON REPORTING SPILL (If different from above):
1. NAME: | 2. AGENCY:
3. PHONE #: | 4. EXT: | 5. PAGER #:

---

2. SUBSTANCE TYPE:
a. SUBSTANCE: / b.QTY: / Amount / Measure / c. TYPE / d. OTHER / e. PIPELINE / f. Vessel Over => 300 tons
1. Diesel / = / 500 / Gal(s) / PETROLEUM / / No / No

2.

3.

---

g. DESCRIPTION: RP states that an underground diesel fuel line became punctured due to on site drilling resulting in the release of 500 gallons of diesel into the soil and was discovered on top of the underground water table. The release is contained and cleanup is underway. Underground water has been impacted.

UNDERGROUND STORAGE TANK (UST) SITE - UNAUTHORIZED RELEASE / CONTAMINATION REPORT

EMERGENCY ☐ Yes ☒ No

HAS STATE OFFICE OF EMERGENCY SERVICES REPORT BEEN FILED? ☐ Yes ☐ No

REPORT DATE: October 2nd, 2013

CASE #:

FOR LOCAL AGENCY USE ONLY

I HEREBY CERTIFY THAT I AM A DESIGNATED GOVERNMENT EMPLOYEE AND THAT I HAVE REPORTED THIS INFORMATION TO LOCAL OFFICIALS PURSUANT TO SECTION 25180.7 OF THE HEALTH AND SAFETY CODE.

SIGNED _____ DATE _____

REPORTED BY

NAME OF INDIVIDUAL FILING REPORT: John Ellis

PHONE: (510) 270-3418

SIGNATURE: John Ellis

REPRESENTING
☐ LOCAL AGENCY ☐ REGIONAL BOARD
☒ OWNER/OPERATOR ☐ OTHER

COMPANY OR AGENCY NAME: Au Energy, LLC.

ADDRESS: 41805 Albrae Street (STREET) Fremont (CITY) CA (STATE) 94538 (ZIP)

RESPONSIBLE PARTY

NAME: Bureau Veritas ☐ Unknown

CONTACT PERSON: John Werfal

PHONE: (925) 426-2629

ADDRESS: 2430 Camino Ramon, Suite 122 (STREET) San Ramon (CITY) Ca (STATE) 94583 (ZIP)

SITE LOCATION

FACILITY NAME (IF APPLICABLE): Powell Street Shell

OPERATOR: Au Energy, LLC.

PHONE: (510) 653-1800

ADDRESS: 1800 Powell Street (STREET) Emeryville (CITY) Alameda (COUNTY) 94608 (ZIP)

CROSS STREET:

IMPLEMENTING AGENCIES

LOCAL AGENCY AGENCY NAME: PHONE ( )

REGIONAL BOARD: PHONE ( )

SUBSTANCES INVOLVED

(1) NAME: Diesel QUANTITY LOST (GALLONS): 500 gallon ☐ Unknown

(2) ☐ Unknown

DISCOVERY/ABATEMENT

DATE DISCOVERED: 10/1/2013

HOW DISCOVERED: ☐ Tank Test ☐ Tank Removal ☒ Nuisance Conditions ☐ Inventory Control ☐ Subsurface Monitoring ☐ Other

DATE DISCHARGE BEGAN: 9/30/2013 ☐ Unknown

HAS DISCHARGE BEEN STOPPED? ☒ Yes ☐ No IF YES, DATE

METHOD USED TO STOP DISCHARGE (CHECK ALL THAT APPLY)
☐ Remove Contents ☐ Close Tank
☐ Repair Tank ☐ Change Procedure
☐ Replace Tank ☐ Other
☒ Repair Piping

SOURCE/CAUSE

SOURCE OF DISCHARGE
☐ Tank ☒ Piping ☐ Dispenser ☐ Delivery Problem
☐ Submersible Turbine Pump (STP) ☐ Other

CAUSE(S)
☐ Spill ☐ Overfill ☒ Physical/Mechanical Damage ☐ Corrosion
☐ Installation Problem ☐ Unknown ☐ Other

CASE TYPE

CHECK ONE ONLY
☒ Undetermined ☐ Soil Only ☐ Groundwater ☐ Drinking Water – (CHECK ONLY IF WATER WELLS HAVE ACTUALLY BEEN AFFECTED)

CURRENT STATUS

CHECK ONE ONLY
☐ Open - Site Assessment
☐ Open - Assessment & Interim Remedial Action
☐ Open - Remediation
☐ Open - Verification Monitoring
☐ Open - Inactive
☐ Closed – No Further Action Required

REMEDIAL ACTION

CHECK APPROPRIATE ACTION(S)
Human health exposure control? ☐ Yes ☐ No ☐ Unknown
Groundwater migration control? ☐ Yes ☐ No ☐ Unknown

☐ No Action Required (NAR)
☐ Excavate & Dispose (ED)
☒ Excavate & Treat (ET)
☒ Free Product Removal (FPR)
☐ Treatment at Hookup (TH)
☐ Replace Supply (RS)
☐ Other

COMMENTS

Vintners Distributors, Inc.

John Ellis
Maintenance Manager

41805 Albrae Street
Fremont, CA 94538

510-657-9150 x35 (Office)
510-657-9908 (Fax)
559-909-4087 (Cell)
johne@vintnersdist.com

BUREAU VERITAS

Jeremy V. Wilson, C.S.S.T., R.E.A.
Environmental Consultant

2430 Camino Ramon, Suite 122
San Ramon, CA 94583
jeremy.wilson@us.bureauveritas.com

Direct: (925) 498.6518
Cell: (925) 260.3108
Fax: (925) 426.0106

Alameda County
Department of Environmental Health

Application for Underground Storage Tank Modification

The Application For The Modification Of Underground Storage Tanks Is Only Valid For 6 Months From The Date Of Approval.

Project Contact and Telephone Number Veronica Freitas		
Facility Name AUE #102 Powell Shell	Telephone Number 510-653-1800	
Address 1800 1/2 Powell Street, Emeryville, CA 94608		
Cross Street		
Underground storage tank -- Owner/Operator AU Energy, LLC	Telephone Number 510-270-3418	
Contractor's Name Walton Engineering, Inc.	Telephone Number 916-373-1167	
Contractor Address P.O. Box 1025, West Sacramento, CA 95691	CA License# 617238	Class AB Haz
Hazardous Substance Certificate: **Yes** __ **No** __ (Qualifying license category _____)	Workers Comp.# See Attached	
Fire Department	Permit Number	

Does this site have a leaking UST (or did it have a leaking tank system?) **Yes** X **No** __

State Tank ID Number	Tank Size	Material To Be Stored	Installation Date
01-000- No Change	No Change	No Change	No Change
01-000-			
01-000-			
01-000			

SR0023741

APPROVED
DEPARTMENT OF ENVIRONMENTAL HEALTH
BY C. TOUGERON
DATE 10-7-2013
510-567-6804

The Applicant shall complete this checklist as applicable for the scope of work proposed. It will serve as a reminder for the applicant of the items under review for the modification of an Underground Storage Tank.

UST SYSTEM INFORMATION (Drawing and submissions must include Number 1 through Number 9)

1. _ na__ Three complete sets of plans (include manufacturer's specification sheets for proposed equipment to be installed.

2. _ __ Plans drawn to scale in non-erasable print. Scale is to be at least ¼ inch to the foot.

3. __ Plot plan to show location of tanks and all associated piping.

4. _ __ Detail of tank, associated piping, leak detection equipment, excavation and cover.

5. _ Tank(s) and piping approved by a nationally recognized independent Testing organization. [Title 23, Chapter 10, Article 3, Section 2631 (b), and Section 2635]

6. _ __ Verification of product compatibility with the tank(s). piping, monitoring device(s), epoxy or silicone glues, etc.

7. _ __ Manufacturer's written installation instructions for tank(s), piping, monitoring devices, etc.

8. _na__ Total number of tanks **on site after installation:** _____

9. _ __ **Submit a Site Safety plan.** (contractor)

10. __ __ Contractor must submit a copy of **Workers Compensation Certificate.**

11. __ __ County/City **Building Department** notified.

12. _ __ County/City **Fire District** notified.

13. __X__ **In the event contamination is** observed, confirmed or suspected as a result of the tank system, it is **your responsibility** as an owner or operator **to comply with Title 23, California Code of Regulations, Chapter 16, Article 5 (Release Reporting and Initial Abatement Requirements and Article 11 (Corrective Action Requirements).**

The owner or operator must acknowledge this responsibility for work plan submittal by signature and date below:

Name John Ellis

Title Maintenance manager Date 10/31/2013

WALTON ENGINEERING, INC.

Alameda County
OCT 0 7 2013
Environmental Health

October 04, 2013

VIA OVERNIGHT MAIL

ALAMEDA COUNTY DEPT. OF ENVIRONMENTAL HEALTH
ATTN: MR. CHRIS TOUGERON
1131 Harbor Bay Pkwy.
Alameda, CA 94502

Reference: AU Energy #102 - Powell Shell
1800 1/2 Powell Street
Emeryville, CA 94608

Subject: ***Transmittal Cover for UST Permit Application Diesel Line***

Dear Mr. Tougeron,

This letter is to serve as transmittal cover for the enclosed comprehensive submittal package consisting of the following documents:

Permit Application – 4 pages
Permit Fees – Check to "Alameda County" #47079 in the amount of $719.00.
Walton Engineering, Inc. Employee Certifications – 9 Pages
Walton Engineering, Inc. Workers Compensation Certificate – 1 Page
Walton Engineering, Inc. Contractor License – 2 Pages

Thank you and please call me at (916) 373-1167 if you have any questions regarding this application.

Sincerely,

Veronica Freitas

Veronica Freitas
WALTON ENGINEERING, INC.

3900 Commerce Drive, West Sacramento, CA 95691 • (916) 372-1888 • Fax 373-1172
Mailing Address: P.O. Box 1025, West Sacramento, CA 95691

WALTON ENGINEERING, INC., GENERAL ACCOUNT 47079

DATE	INVOICE NO.	DESCRIPTION	INVOICE AMOUNT	DEDUCTION	BALANCE
10-03-13	SR0023741	AU #102 Emeryville	719.00	.00	719.00

CHECK DATE	10-03-13	CHECK NUMBER	47079	TOTALS	719.00	.00	719.00

Given to finance 10/07/13

9001385 Alameda Co. Environmental Hlth

THIS DOCUMENT HAS LINEMARK™ LINES IN THE PAPER • HOLD TO LIGHT TO VIEW

WALTON ENGINEERING, INC.

P.O. Box 1025, West Sacramento, CA 95691
(916) 372-1888 • Fax (916) 373-1172

RIVER CITY BANK
2485 NATOMAS PARK DRIVE
SACRAMENTO, CA

90-3341/1211

47079

Pay: **********Seven hundred nineteen dollars and no cents

DATE	CHECK NO.	AMOUNT
October 3, 2013	47079	$********719.00

GENERAL ACCOUNT

PAY TO THE ORDER OF

Alameda Co. Environmental Hlth
Re: SR0023741
1131 Harbor Parkway, Ste. 240
Alameda, CA 94502-6577

AUTHORIZED SIGNATURE

WZ331849C-12-09

SECURITY FEATURES INCLUDED. DETAILS ON BACK.

⑈047079⑈ ⑆121133416⑆ 08110399⑲⑈

Alameda County
OCT 07 2013
Environmental Health

Subject: Product piping repair or replacement

The following items are included in the Conditions of Approval:

This list is in addition to the items listed in the approved plans

1. A site safety plan shall be maintained on-site during all construction activities.
2. Soil sampling shall take place during the removal of the pressurized piping. Sample analytical requirements attached. All sampling activities are to be overseen by an ACDEH inspector
3. All stockpiled backfill/soil shall be placed on plastic tarp and covered.
4. All equipment previously in contact with petroleum shall be properly disposed.
5. All equipment previously in contact with petroleum shall be placed on a plastic tarp and secured against contact with rainfall.
6. All installers are required to have valid California State Contractors License.
7. The installers shall possess a current underground storage tank system installer certificate from the International Code Council (ICC), indicating that the individual has passed the ICC UST Installation/Retrofitting exam. ***The installer shall be physically present on the job site at all times work is being performed***
8. All installers are required to have been trained by the manufacturer's representative for the equipment being installed. Training certificates from the manufacturer, for the equipment being installed, shall be available on-site for review.
9. All component testing shall be witnessed by a representative of this office. Notify this inspector at least 48 hours prior to testing.
10. A primary piping test shall be conducted post installation by a State licensed tank tester. The test shall be performed prior to opening the station for retail sales or fuel dispensing.
11. Provide a qualified technician to perform a 6 month post construction piping test. An inspector shall witness the testing.
12. All documents are to be submitted to ACDEH within 30 days of completing work. (test results, analytical results, certifications "Form C", etc.)

SCOPE OF WORK

Repair or replace single walled product piping due to failure

LLATION PROCEDURES TRAINING COMPLETION

UL® LISTED DUALOY® PIPING

3000/L 3000 /LCX CA

IERON
RNATIONAL
ss Pipe Group

Name Michael Koenig Jr.

Date December 29, 2010

Location California

Fiberglass Pipe Division • Burkburnett, Texas

INTERNATIONAL CODE COUNCIL

MICHAEL J KOENIG

The International Code Council attests that the individual named on this certificate has satisfactorily demonstrated knowledge as required by the International Code Council by successfully completing the prescribed written examination based on codes and standards then in effect, and is hereby issued this certification as:

UST Installation/Retrofitting

Given this day of June 1, 2012

Certificate No. 8160552

William D Dupler
President, Board of Directors

Richard P. Weiland
Chief Executive Officer

INTERNATIONAL CODE COUNCIL

INTERNATIONAL CODE COUNCIL

MICHAEL J KOENIG

The International Code Council attests that the individual named on this certificate has satisfactorily demonstrated knowledge as required by the International Code Council by successfully completing the prescribed written examination based on codes and standards then in effect, and is hereby issued this certification as:

Vapor Recovery System Installation and Repair

Given this day of June 12, 2012

Certificate No. 8160552

William D Dupler
President, Board of Directors

Richard P. Weiland
Chief Executive Officer

INTERNATIONAL CODE COUNCIL, INC. CERTIFIED WASHINGTON, D.C.

ICC INTERNATIONAL CODE COUNCIL

State Of California

Consumer Affairs

CONTRACTORS STATE LICENSE BOARD

ACTIVE LICENSE

License Number **617238** Entity CORP

Business Name WALTON ENGINEERING INC

Classification(s) A B HAZ

Expiration Date 04/30/2015 www.cslb.ca.gov

STATE OF CALIFORNIA
STATE AND CONSUMER SERVICES AGENCY CONTRACTORS STATE LICENSE BOARD

DEPARTMENT OF Consumer Affairs

Building Quality

HAZARDOUS SUBSTANCES REMOVAL AND REMEDIAL ACTIONS CERTIFICATION

Pursuant to the provisions of Section 7058.7 of the Business and Professions Code, the Registrar of Contractors does hereby certify that the following **qualifying person** has successfully completed the hazardous substances removal and **remedial actions** examination.

Qualifier: Richard Scott Walton

License No.: 617238

Namestyle: Walton Engineering Inc.

WITNESS *my hand and official seal this* 3rd *day of* April, 1991

David R Phillips
Registrar of Contractors

13L-30 (7/88)

This certification is the property of the Registrar of Contractors, is not transferable, and shall be returned to the Registrar upon demand when suspended, revoked, or invalidated for any reason.

A3846

WALTO-2 OP ID: SY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/02/2013

PRODUCER	Phone: 925-395-2600	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.	
TLB Insurance Services 3000 Oak Rd., Suite 210 Walnut Creek, CA 94597 Dennis Cote'		INSURERS AFFORDING COVERAGE	NAIC #
INSURED Walton Engineering, Inc. P.O. Box 1025 West Sacramento, CA 95691		INSURER A: Admiral Insurance Company	
		INSURER B: Wesco Insurance Company	
		INSURER C: QBE Insurance Corporation	
		INSURER D: Harford Casualty Insurance Co	
		INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC	FEI-ECC-13587-00	03/06/2013	03/06/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Emp Ben.	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 1,000,000
B		AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	WPA1030224 02	03/06/2013	03/06/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (PER PERSON) BODILY INJURY (PER ACCIDENT) PROPERTY DAMAGE (PER ACCIDENT)	$ 1,000,000 $ $
A		[X] Comp Ded - $1,000	WPA1030224 02	03/06/2013	03/06/2014		
A		[X] Coll Ded - $1,000	WPA1030224 02	03/06/2013	03/06/2014		
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
A		EXCESS / UMBRELLA LIABILITY [X] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $	FEI-EXS-13588-00	03/06/2013	03/06/2014	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	QWC4000674	10/01/2013	10/01/2014	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A		OTHER Pollution/E&O	FEI-ECC-13587-00	03/06/2013	03/06/2014	Poll/E&O	1,000,000
D		Installation Fltr	57MSIZ6050	03/06/2013	03/16/2014	Inst Fltr	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

*10 days notice applies if cancelled for non-payment of premium.

CERTIFICATE HOLDER	CANCELLATION
TOWHOM! To Whom It May Concern	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Dennis Cote'

DEPARTMENT OF CONSUMER AFFAIRS
Contractors State License Board

Contractor's License Detail - License # 617238

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.
- Per B&P 7071.17 , only construction related civil judgments reported to the CSLB are disclosed.
- Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.
- Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

License Number	**617238** **Extract Date** 10/7/2013
Business Information	WALTON ENGINEERING INC Business Phone Number: (916) 372-1888 P O BOX 1025 WEST SACRAMENTO, CA 95691
Entity	Corporation
Issue Date	04/03/1991
Expire Date	04/30/2015
License Status	**ACTIVE** This license is current and active. **All information below should be reviewed.**
Classifications	**CLASS** **DESCRIPTION** A GENERAL ENGINEERING CONTRACTOR B GENERAL BUILDING CONTRACTOR
Certifications	**CERT** **DESCRIPTION** HAZ HAZARDOUS SUBSTANCES REMOVAL
Bonding	**CONTRACTOR'S BOND** This license filed a Contractor's Bond with DEVELOPERS SURETY AND INDEMNITY COMPANY. **Bond Number:** 898451C **Bond Amount:** $12,500 **Effective Date:** 01/01/2007 Contractor's Bond History **BOND OF QUALIFYING INDIVIDUAL** 1. This license filed Bond of Qualifying Individual number **549540C** for WALTON RICHARD SCOTT in the amount of **$12,500** with DEVELOPERS SURETY AND INDEMNITY COMPANY.

Effective Date: 01/01/2007
BQI's Bond History

Workers' Compensation	**WORKERS' COMPENSATION** This license has workers compensation insurance with QBE INSUARNCE CORPORATION **Policy Number:** QWC4000647 **Effective Date:** 10/01/2012 **Expire Date:** 10/01/2014 Workers' Compensation History

Personnel List

AMERON
INTERNATIONAL
FIBERGLASS - COMPOSITE PIPE GROUP

Dualoy® 3000/L Installation

Installation Practices

for secondary containment
piping systems

Bulletin 8702

FP264J (11/07)

Table of Contents

i. Training for Ameron Dualoy® Piping Systems

1. Installation training for Ameron Dualoy 3000/L piping systems, including secondarily contained systems and Dualoy 3000/LCX, shall be done by an Ameron employee, sales representatve or distributor.
2. Training shall, at minimum, consist of a thorough review of the installation instructions (Bulletins, 7501, 8702 and/or 9903) as applicable for the systems on which the installer is to be certified. It is recommended that an installation video, (such as "Dualoy 3000/LCX Installation") be used during the training session. Also recommended is an examination of the installation tools, a demonstration of the joint preparation and bonding and, if possible, a "hands-on" execution of the installation procedures for a sample connection.
3. Upon completion of the training, each individual being trained shall complete the written examination for the systems on which they are to receive qualification.
4. The examinations will be signed by the trainee and the instructor and forwarded to Ameron for grading and registering of the individual as a "Certified Installer."
5. Ameron will issue a training certificate with the individual identified and will include their name on a registration list. Wallet-sized certificates and hard hat stickers may also be provided. Training certificates are valid for three years.

ii. Glossary & Abbreviations

SC – Secondary containment fittings or pipe
NV – Normal vent line from tank
PC – Primary Carrier
PS – Primary/Secondary combined into one unit
VR – Vapor recovery
MV – Motor vehicle fuels
CF – Concentrated fuels
HB – High blend fuels
AM – Aviation and marine fuels

iii. Pressure Ratings & Specifications of Products

Dualoy 3000/L pipe specifications and ratings

Pipe Size (inches)	Nominal O.D. (inches)	Wall Thickness (inches)	Weight lb/ft	Pressure Rating (inches)
2	2.38	.080	.5	200
3	3.50	.085	.7	200
4	4.50	.090	1.0	175
6	6.63	.120	1.9	140

Dualoy 3000/L couplings & adapters ratings

Pipe Size (inches)	Couplings (psig)	Adapters BxF (psig)	Adapters SxM (psig)	Adapters SxF (psig)
2	200	200	200	200
3	125	125	125	125
4	100	100	100	100
6	100	100	100	100

Dualoy 3000/L fittings & adapters ratings

Pipe Size (inches)	45˚,90˚ Elbows (psig)	Reducer Bushings (psig)	Tees (psig)	Adapters BxM (psig)
2	200	200	200	200
3	125	125	125	125
4	100	100	100	100
6	100	100	100	100

2-Piece Clamshell Fittings

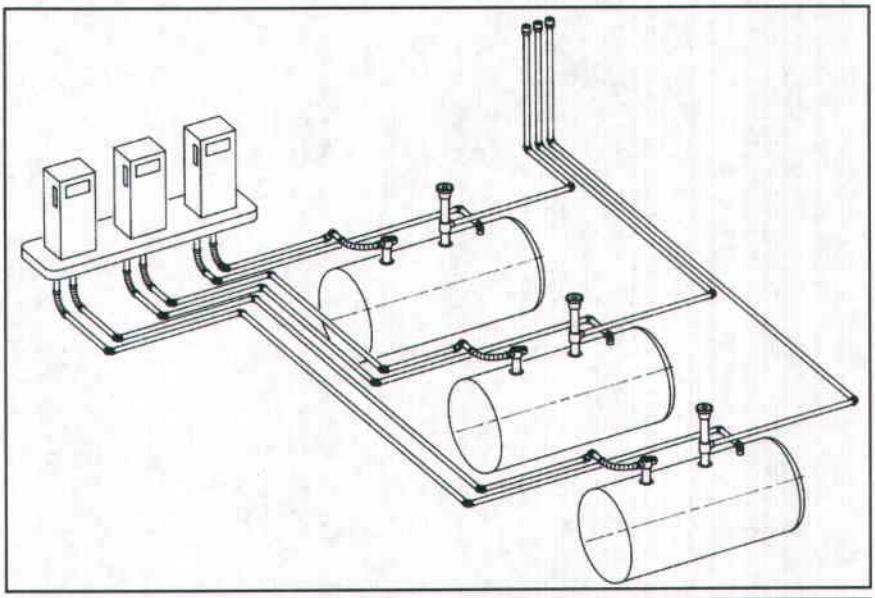
Pipe Size (inches)	Dualoy 3000/L Repair Coupling	Dualoy 3000/L Containment Fittings	Dualoy 3000/LCX Containment Fittings
2	200	–	50 **
3	125	50	20
4	100	50	20
6	100	50	–

** Pressure rating with stiffening rings.

1 Introduction

Dualoy 3000/L pipe and fittings are manufactured from chemically inert thermosetting epoxy resins reinforced with high tensile strength fiberglass filaments. The pipe is produced by filament winding. The pipe incorporates a resin-rich inner liner that is resilient and holiday-free and a resin-rich outer coating that protects the resin-glass bond of the structural wall from UV radiation during storage and installation. The structural wall strength of Dualoy 3000/L pipe is unsurpassed in the fiberglass pipe industry. Fittings are manufactured by filament-winding or compression molding: injection molding is not employed.

Dualoy 3000/L pipe and fittings are electrically nonconductive and never require cathodic protection or sacrificial anodes. Installed systems are immune to external corrosion from stray-current electrolysis and cathodic interference. They are unaffected by alkaline or acidic soil conditions.



2 Listings and approvals

Underwriters Laboratories Inc.®

Dualoy 3000/L is Listed in the United States with Underwriters Laboratories Inc. (UL) for nonmetallic underground piping for motor vehicle fuels (MV), concentrated fuels (CF), high blend fuels (HB) and aviation and marine fuels (AM). It is also Listed with Underwriters Laboratories Canada (ULC) for the same fuel categories. It can be used for primary carrier (PC), normal vent (NV) and vapor recovery (VR) under UL File No. MH 9172. It can be used for secondary containment (SC) under UL File No. MH 15596. The ULC File Number is CMH 715.

3 Inspection, handling and storage

Inspection

Upon receipt at the jobsite, inspect the pipe fully. Locate, cut out, repair or replace damaged pipe. Impact damage is usually recognizable as rounded pale areas just under the surface or as deep gouges, scratches or cracks. Remove end protectors to inspect tapers for damage and then replace protectors.

Handling

Fiberglass pipe is susceptible to damage if handled improperly. Adhere to the following recommendations when handling:

- Do not transport pipe without proper protection against impact.
- Truck pipe racks should be padded with carpeting, inner tubes, or the like to prevent damage.
- Tie the pipe down during transport to prevent it from bouncing on the racks and suffering impact damage.
- Do not use chains to tie down the pipe on a truck: Use nylon straps or hemp rope.

3 Inspection, handling and storage (cont.)

- Do not drop the pipe from truck bed when stringing: Lay the pipe down by hand
- Pipe loads that are properly separaed and supported can be unloaded by padded forklifts.

Storage

Dualoy 3000/L pipe incorporates a resin-rich reinforced outer coating which provides outstanding UV resistance. Pipe stored out os doors for extended periods may assume a chalky appearance. However, this change in appearance is superficial and does not affect the pipe's performance. Protect stored pipe from impact damage by stacking on padded racks.

4 Materials

Pipe

Manufacturer tallies pipe on the basis of overall length. Allow for cutting losses and wastage when ordering.

Fittings

Containment fittings (90° and 45° elbows, tees, couplings and reducer couplings) are shipped 5 sets to the box. Sump penetration fittings are shipped individually.

Adhesives

Ameron supplies **PSX•20** and **PSX•34** adhesives for use in Dualoy 3000/L secondary containment systems. **PSX•20** and **PSX•34** adhesives are polysiloxane-modified epoxy formulations. Both are designed to make permanent bonds in containment systems containing petroleum products, alcohols, alcohol-gasoline mixtures or oxygenated fuels. They are also approved for use with MTBE fluids.
Each is supplied as a two part system consisting of a resin and a hardener.

Each adhesive kit contains

- Resin
- Hardener
- Mixing stick
- Spatula and brush
- Detailed usage instructions
- Emery paper
- Gloves
- Paper towels

Refer to the layout drawings to estimate the number of adhesive kits required. Include bonds for all couplings, elbows, tees, reducers and sump penetrations plus a waste factor. Short pot life at higher temperatures may not allow as many bonds to be made as indicated in the tables: allow a greater waste factor at higher temperatures. For further information refer to the product data sheets for the individual adhesives.

Containment fitting bonds per 5-oz adhesive kit

Nominal Pipe Size (in)	(mm)	Ameron Adhesive	90° Elbows	45° Elbows	Tees	Concentric Reducers	Saddles	Couplings
3	80	PSX•20	3	3	2	4	3	3
4	100	PSX•20	3	3	2	4	2	2
6	150	PSX•20	1	1	1	1	1	1

Higher viscosity PSX•34 can be used more easily when ambient temperature is above 80°.

When using pneumatic tools, the air supply must be dry and oil-free as moisture or oil on bonding surfaces will interfere with the adhesive.

Tools

The following tools are suggested to install Dualoy 3000/L piping:

- 3/8-inch electric drill or equivalent air-driven motor
- 4-inch hole saw for installing sump penetration fittings
- 1½-inch diameter by 1-inch wide coarse-grit flapper sander
- Heavy-duty heat guns, hot air blowers, heating blankets or Chem Cure Paks for cool or cold-weather installation.

5 Trenching, bedding and backfilling

Recommended practices

Although fiberglass pipe has excellent strength, it must be protected against impact which may occur from improper handling or during backfilling.

- Provide a trench width equal to the pipe diameter plus six inches on each side. Separate multiple lines by at least 4 inches. Refer to Fig. 5-1.
- Provide a minimum of 18 inches of select backfill between the top of the pipe and unpaved ground surfaces.
- Provide a minimum of 4 inches of select backfill between the top of the pipe and reinforced concrete pavement (4 inches minimum thickness).
- Provide a minimum of 8 inches of select backfill between the top of the pipe and asphalt pavement (2 inches minimum thickness).
- Slope the trench bottom evenly from the dispensers back to sumps or tanks at a minimum ⅛ in/ft.
- Maintain the trench bottom free of hard or sharp objects.
- Grade the trench bottom with at least 6 inches of select backfill to provide firm, even support for the pipe. Compact the subgrade well to prevent differential settling.
- Protect the pipe from impact during backfilling and abrasion during operation by surrounding it with four to six inches of select backfill such as washed sand, pea gravel (¾-inch maximum) or crushed stone (½-inch maximum).
- Wrap pipe lying near concrete with rubber or foam padding to avoid direct contact with the concrete.

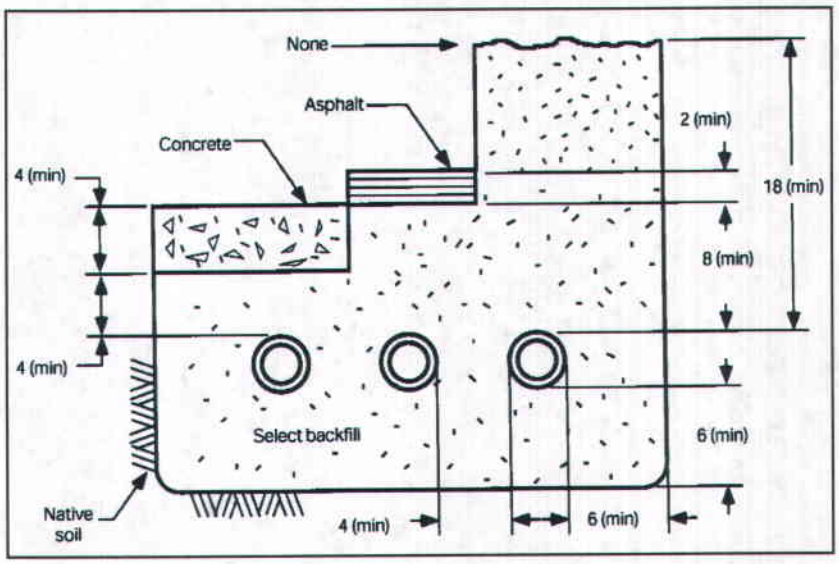


Fig. 5-1. Use only select materials for bedding and backfilling Dualoy 3000/L fuel handling systems. Native materials are rarely suitable and should not be used.

6 Dry fitting contained primary piping

Recommended practices

- Have island forms, boxes, and shear valves in place before dry fitting.
- Lay out and dry fit primary and containment piping at the same time.
- Allow sufficient clearance when dry fitting the primary to accommodate the containment fittings. Dimensions of containment fittings may be found at the end of this document.

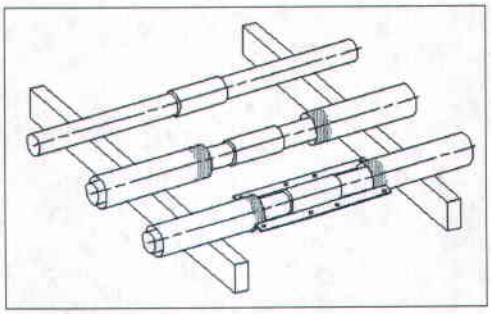


Fig. 6-1. During layout, bonding and inspection, support the piping on 2x4 blocks to keep the joints clean and to keep bedding out of the pipe. Remove supports before burial

Do not bond primary system together before the secondary containment system has been dry fit.

7 Dry fitting secondary containment systems

Cutting containment piping

Ameron containment piping employs a straight joint. Use of tapered pipe ends in straight containment fittings will result in a gap in the joint. When employing pipe that has been delivered with a factory taper as containment piping, remove the taper as shown in Fig. 7-1.

After cutting containment pipe to length, use a flapper sander, coarse sandpaper or emery cloth to remove the surface gloss for 1 to 1½ inches from the square-cut end of the pipe. Surface gloss is most conveniently removed before the containment pipe has been placed over the primary.

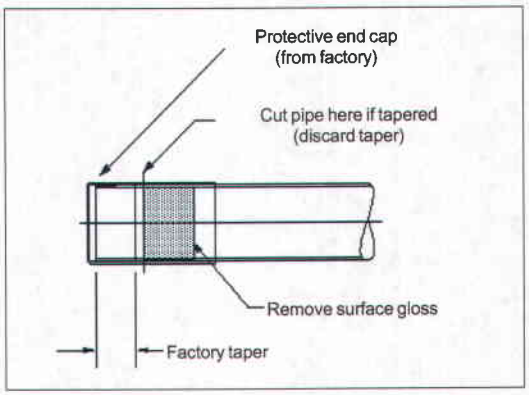


Fig. 7-1. Some containment pipe may be received with tapered ends. Cut off the tapers and remove the surface gloss for 1 to 1½ inches from the end of the pipe.

Place containment fittings under the dry-fit primary fittings when measuring the length of containment pipe to be cut. Cut the containment pipe to allow 1 to 1½ inches for insertion into each fitting as shown in Fig. 7-2.

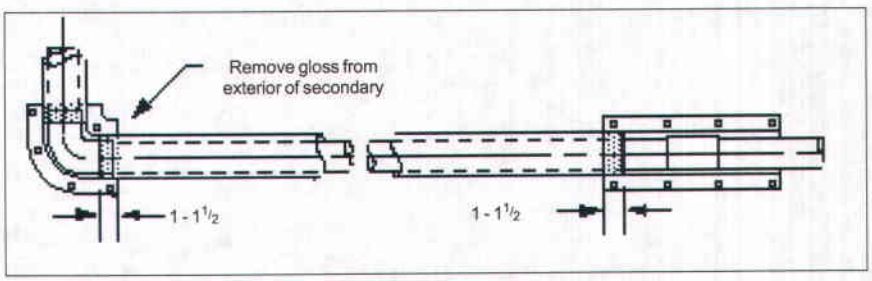


Fig. 7-2. Always include a coupling in the secondary wherever a primary coupling is located.

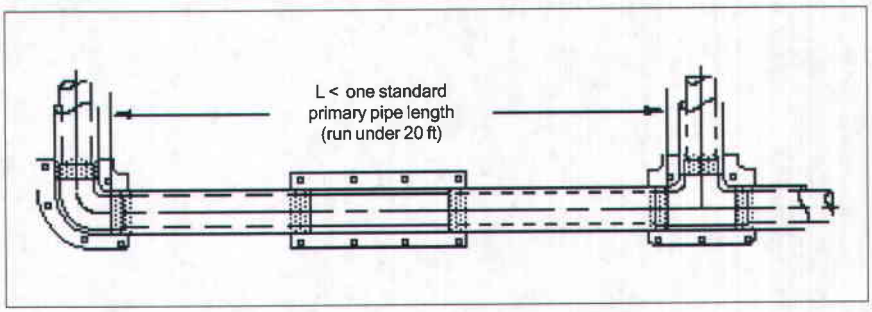


Fig. 7-3. In runs less than the standard 20-foot primary pipe length, include a containment coupling to provide access to the primary during bonding, testing and inspection. In short primary runs where lack of space prevents the use of a full-length containment coupling, use a half-coupling instead.

Cutting containment couplings

The center holes on 2-inch couplings have been located near the middle of the coupling. Cut exactly between these two holes. The resulting half-couplings will be 7 inches long. Two cuts are necessary when making 3 and 4-inch half-couplings. The resulting half-couplings are 5½ inches long.

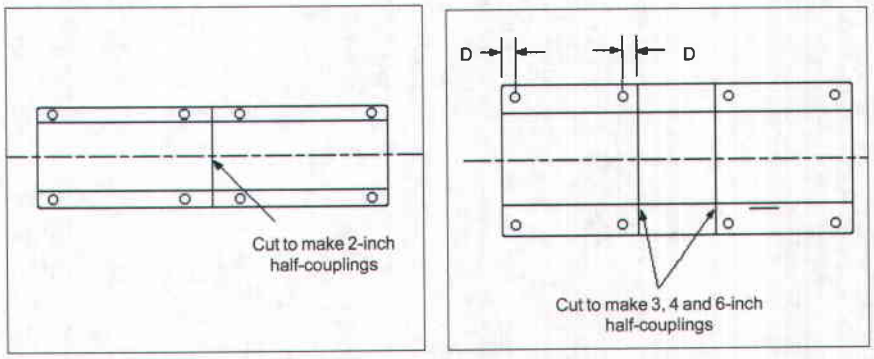


Fig.7-4. Cut full-length couplings so that all bolt holes on half-couplings are equidistant from the ends.

7 Dry fitting secondary containment systems (cont.)

Containing crossovers and very short runs

Make crossovers by using 45° elbows and tees in both primary and containment. In this way a minimum 4-inch vertical clearance can be provided between the lines. Limit the length of containment nipples at crossovers and other very short runs to the face-to-face distance between the secondary fittings plus 1½ inches in order to allow sufficient space to move the containment nipple while working on the primary. This length will provide an insertion depth of ¾ inch of pipe in the containment fittings.

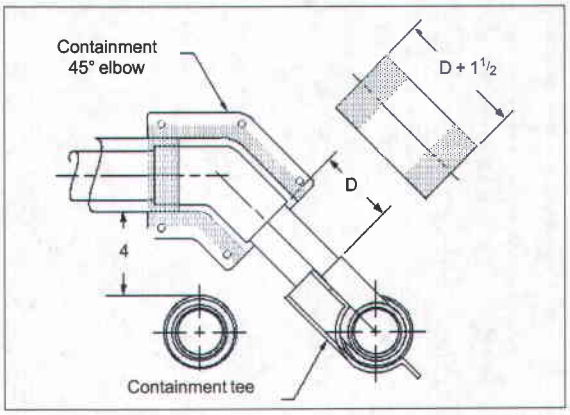


Fig. 7-5. At crossovers and very short runs where even a containment half-coupling cannot be included, cut the containment pipe so that a minimum ¾-inch insertion depth in the containment fittings is maintained.

Centralizers

Centralizers are not required in Dualoy 3000/L containment systems

Take care not to allow stones and backfill to enter the annular space between primary and containment as this may result in leaks.

Vent piping

Do not use fiberglass pipe to support the weight of heavy items in a line such as valves, strainers and steel riser pipes. When containing vent piping, do not use fiberglass vent or containment piping to support the steel riser pipes: the weight of the steel risers may prevent good bonds in the fiberglass lines and result in leaks. Support the risers by attaching them directly to structure walls.

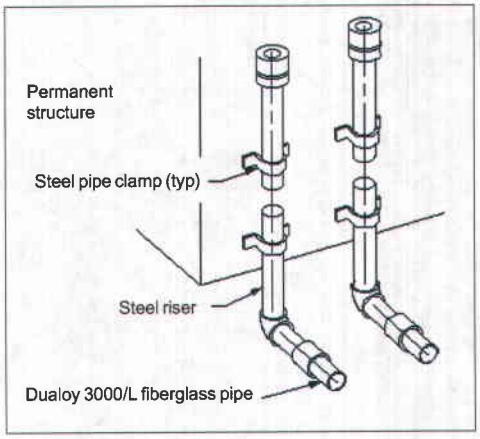


Fig. 7-6. Support risers by attaching them directly to structure walls.

8 Bonding containment piping

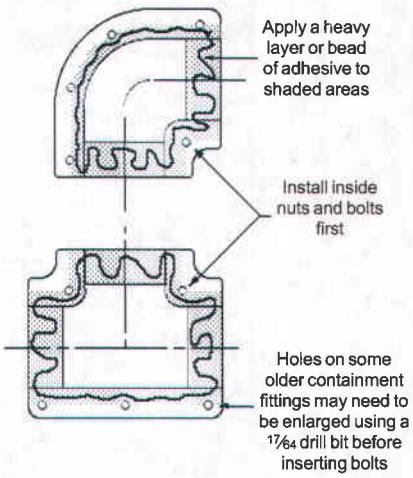


Fig. 8-1. Containment fittings seal effectively only if the shaded areas between the holes in the flanges and the inside are well covered with adhesive. Adhesive applied to the outer half of containment fitting flanges will serve no purpose unless the holes themselves are sealed. For this reason, and to conserve adhesive, it suffices to apply adhesive only to the inner half of the flanges.

The sole purpose of bolts is to hold containment fitting halves together while the adhesive cures.
The performance of joined and cured Ameron fiberglass pipe systems depends in no way on bolts or any other metallic closure devices.

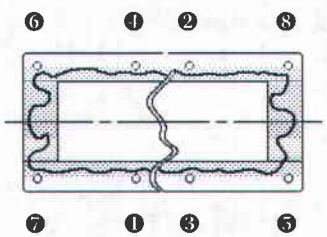


Fig. 8-2. When installing containment couplings, always alternate from side to side as indicated above to assure uniform tension on both sides of the fitting.

Do not move or step on the containment piping before the adhesive is cured as this may disturb the joints enough to cause leaks.

Adhesives for containment piping

Two different amine-cured epoxy-resin adhesives are used to install Ameron containment piping. Ameron PSX•20 or PSX•34 adhesive is used for 3, 4 and 6-inch containment pipe and fittings.

Bonding and testing contained primary piping

- Bond the primary only after the containment pipe has been placed over it and all adjustments have been made for clearance and interference.
- Follow standard adhesive procedures. Do not disturb the primary lines before the adhesive cures.
- Primary system bonds must be visually inspected or soap tested before installing containment fittings.

Sealing containment piping

- Bond containment only after primary lines have been tested and inspected.
- All bonding surfaces must be free from water, soap, oil, grease, dirt and the like and should be lightly sanded before applying adhesive.
- Take care that each leg of the containment pipe goes into the fitting straight and is not disturbed until the adhesive has cured.

Assembly of 3, 4 and 6-inch containment fittings

- Apply a **uniform, heavy coating or heavy bead** of adhesive to the **inner half** of containment fittings flanges (Fig. 8-1), to the sanded radius of the fitting where the pipe will fit, and to the outside of the containment pipe. **Apply adhesive to both half-shells.**
- Carefully put the containment fitting, with pre-inserted propellor nuts, around the containment pipe. Make sure the pipe is not cocked or misaligned in the fitting.
- Containment fittings are then joined with bolts. Insert and begin threading each bolt into the pre-inserted nut by hand. A nut driver or powered device can be used to assemble the bolts. If a power tool is used to tighten the bolt, confirm tightness of each bolt with a nut driver.

PSX•20 & PSX•34 Pot Life and Cure Times (5-oz)

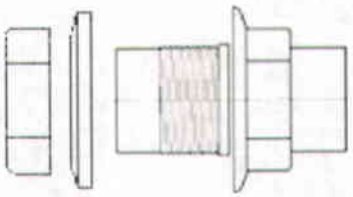
Ambient Temperature[1]		Pot Life		Minimum Cure Time[1,2]	
		PSX•20	PSX•34	PSX•20	PSX•34
(°F)	(°C)	(minutes)	(minutes)	(hours)	(hours)
50	10	70	70	12	12
65	18	40	35	6	7
75	24	25	25	4	5
95	35	10	10	3	3

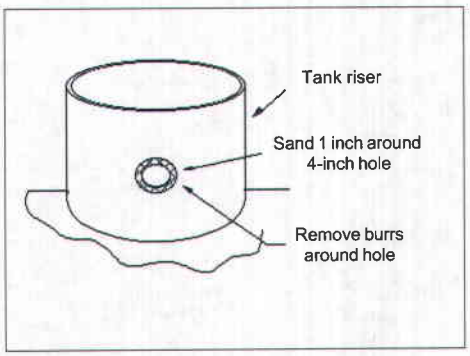
1) An external heat source must be used to cure PSX•20 adhesive at temperatures below 40°F (5°C) and PSX•34 adhesive at temperatures below 60°F (16°C). The adhesive and the bonding surfaces should be warmed to 50°F (10°C) before mixing and applying the adhesive. Adhesive may be cured using an Ameron Chem Cure Pak© (US Pat. No. 3,475,239) or an Ameron-approved electric heating blanket.
2) The minimum joint cure time must elapse prior to pressure testing.

- Always make up bolts by alternating from one side to the other as shown in Fig. 8-2 to assure uniform tension on both sides of the fitting. Similarly, always make up the inside bolts on tees and elbows before closing those on the outside; make up the large end of concentric reducers before the small end.
- When bolts are tight, a bead of adhesive should squeeze out all around the bond line. Wipe off excess with the curved corner of the spatula or a gloved finger. This also helps remove any surface bubbles that may have occurred.

9 Sump penetrations

The Dualoy sump penetration fitting (Fig. 9-1) provides a simple means of penetrating multi-sided fiberglass tank risers or sumps in contained piping systems. The fitting is typically mounted through a sump wall. Ported reducing closures (Fig. 9-3) may be used inside the sump to isolate the annular space between the primary and the containment pipe and to provide a monitoring port. Alternatively, the sump fitting is available with a factory-installed monitoring port (Fig. 9-6).





Figs. 9-1,2. The Dualoy sump fitting (left) provides a simple means of penetrating fiberglass tank risers (right) or sumps in contained piping systems.

Before installing the primary

- Use a hole saw to cut a 4-inch hole in the sump wall as low as possible to provide maximum slope into the sump.
- Remove any burrs from the edge of the hole.
- Check hole size by dry fitting the fitting from the inside.
- Using a disc grinder, abrade about 1 inch around the hole to provide a rough bonding surface .
- Mix Ameron PSX•20 adhesive following the instructions included in the kit. Apply an even layer of adhesive to
  - The edge of the hole and around the hole, on both the inner and outer wall.
  - The bonding surface of the fitting flange and flange ring.
- Install the fitting in the proper orientation.
- Make up the nut from the outside and check around the edge of the flange on the inside and the flange ring on the outside to verify the presence of an adhesive bead. If a bead is not visible all the way around, remove and restart applying more adhesive. Tighten with a wrench or by hand.
- Do not move the fitting until the adhesive has cured. Follow the cure time recommendations on the adhesive instruction sheet.

After installing the primary

Most specifications will call for isolating the annular containment space from the sump. This may be accomplished using 3 x 2 inch containment closure pieces as shown in Fig. 9-3 or by using a sump fitting that has been provided at the factory with a bushing in the annulus between the sump fitting itself and a primary pipe sleeve coupling as shown in Fig. 9-5.

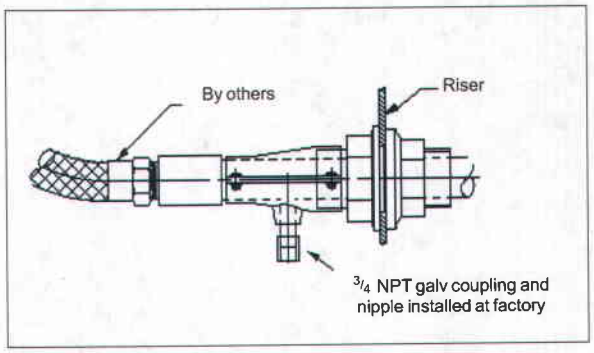


Fig. 9-3. A ported reducing closure isolates the annular space between the primary and the containment pipe and provides a monitoring port inside the sump.

When using 3 x 2-inch reducing closures to isolate the annular

9 Sump penetrations (cont.)

space between the primary and the secondary, provide sufficient length of primary pipe to accommodate both the closure pieces and the fiberglass bell x female threaded adapter which terminates the primary.

To install 3 x 2 reducing closures, sand the sump fitting, the exterior of the primary pipe for about 1½ inches where the small end of the closure pieces will fit (Fig. 9-4), and the bonding surfaces of the closure pieces (Fig. 7-6). Apply liberal amounts of adhesive to the sanded areas and bolt the closure halves together.

The containment system annular space can also be sealed off and isolated from the sump by means of special sump penetration fittings that permit direct connection of 1½ or 2-inch flex connectors to the penetration fittings themselves on the inside of the sump. This configuration provides more space in the sump. These fittings also incorporate tapered female bell ends on the other end, thus permitting direct bonding of 2-inch primary pipe to the penetration fittings on the outside of the sump.

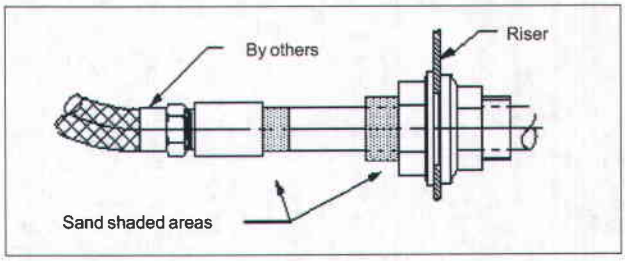


Fig. 9-4. Sand the bonding surfaces of the sump penetration fitting, the primary pipe, and the reducing closure pieces before applying PSX•20 adhesive.

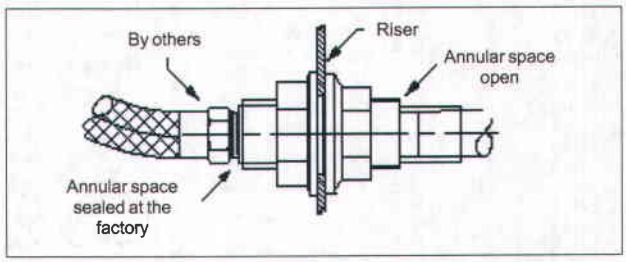


Fig. 9-5. Sump penetration fittings are available from the factory with 1½ - and 2-inch NPT female threads on the inside and 2-inch female tapered bell ends on the outside that permit direct connection of flex connectors and product lines.

On the outside of the sump, join the containment pipe to the penetration fitting with the following:

1) Full-length 3-inch containment couplings; or
2) Half-length 3-inch containment couplings as shown in Fig. 9-7.

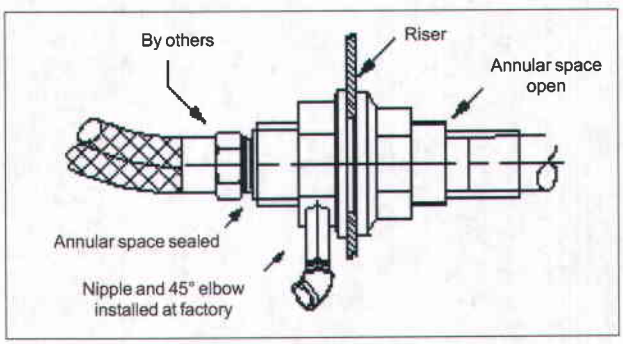


Fig. 9-6. The sump penetration fittings shown in Fig. 10-5 are also available with factory-installed monitoring ports that can be used in place of the ported reducing closure shown in Fig. 9-3.

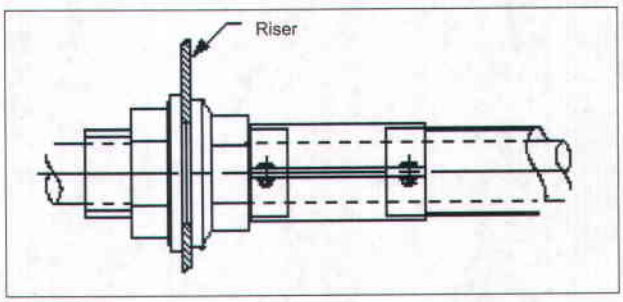


Fig. 9-7. Join containment piping to sump penetration fittings by means of containment couplings

10 Containment system testing

Pneumatic testing

Plan tests carefully and carry them out with all due precaution.

Pressurizing equipment should be suited to the size of the system and the pressure required and should be operated by qualified and experienced personnel only. Pressure sources should be capable of approaching test pressure gradually.

Use gauges with a full-scale reading of no more than twice the test pressure: Do not use a 100 psi gauge for a 10 psi test. Use reliable gauges calibrated against a dead weight tester and zeroed for atmospheric pressure.

Pneumatic testing at approximately 10 psi is recommended and is the preferred method of testing containment piping. Higher pressures are dangerous as a sudden release could cause the piping to whip out of the trench. A 10-psi test will attest to the integrity of the system. If higher test pressures are mandated, please consult Ameron Fiberglass Pipe Systems.

11 Repair procedures

Repairing non-contained primary piping

Refer to Ameron Bulletin 7501 for detailed instructions concerning the repair of primary piping in non-contained systems

Repairing contained primary piping

The 2-inch Dualoy repair coupling is sized so that it can be contained with 4-inch Dualoy 3000/L pipe.Thus, when repairing primary pipe contained within 3-inch standard containment pipe, replace the containment pipe with a 4-inch containment nipple. Join the 4-inch replacement nipple to the existing containment pipe with 4x3 reducing couplings.

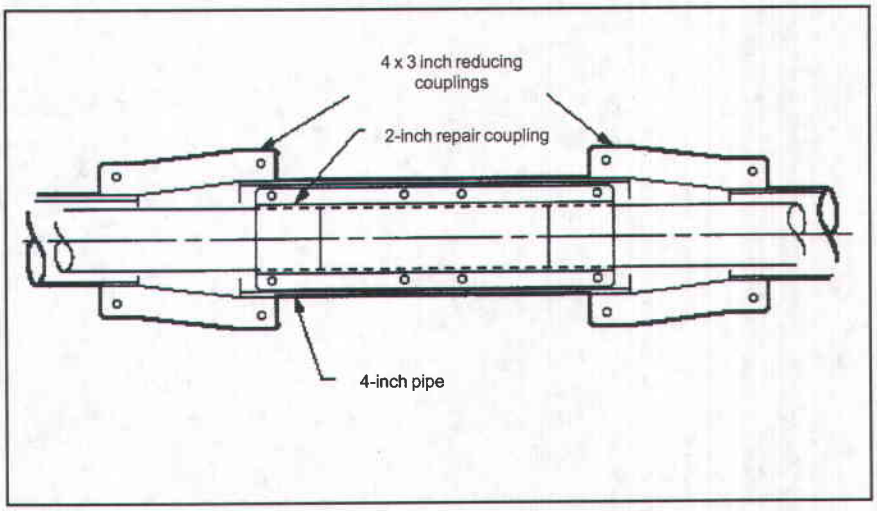
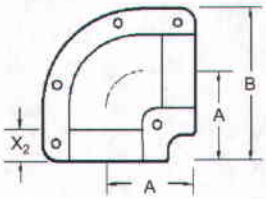


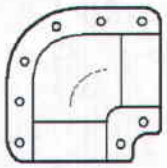
Fig. 11-1. Refer to Bulletin 7501 for detailed procedures which must be followed for repaired primary piping to maintain its UL listing.

When repairing lines that have been in service and that may contain flammable fumes, do not use electric drills or other tools which may constitute a spark hazard near the pipe. Use only air-driven or manual tools for cutting and sanding.

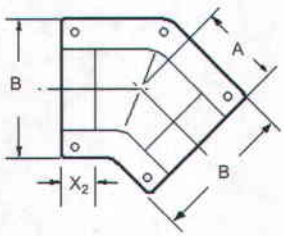
13 Containment fittings dimensions

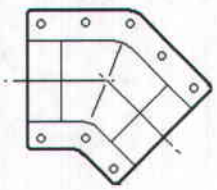
	Nominal Pipe Size (in)	Nominal Pipe Size (mm)	A (in)	B (in)	C (in)	X_2 (in)	No. of Bolt Holes	Wt. (lb)
90° elbows	3	80	4.28	7.28	-	1.50	5	1.1
	4	100	4.77	8.25	-	1.50	5	1.3
	6	150	5.62	10.53	-	2.00	8	1.5
45° elbows	3	80	3.50	6.00	-	1.50	5	0.8
	4	100	3.75	7.00	-	1.50	5	1.2
	6	150	6.32	9.75	-	2.00	8	1.5
Tees	3	80	4.28	7.24	8.56	1.50	5	1.2
	4	100	4.78	8.25	9.58	1.50	5	1.6
	6	150	5.72	10.67	11.65	2.00	6	1.7
Couplings	2	50	14.00	4.00	-	1.50	8	1.3
	3	80	14.00	6.00	-	1.50	8	1.7
	4	100	14.00	7.00	-	1.50	8	2.0
	6	150	14.19	9.75	-	4.00	10	2.0
Saddles	3 x 2	80 x 50	4.00	6.00	-	2.15	-	1.3
	4 x 2	100 x 50	4.50	6.00	-	2.15	-	1.7
	6 x 2	150 x 50	5.56	7.75	-	2.15	-	2.1



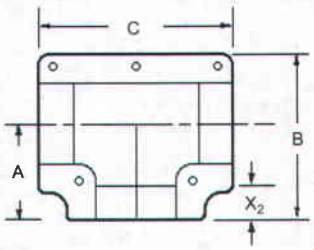


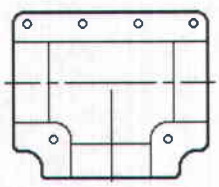
6-inch elbow



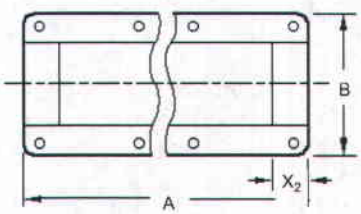


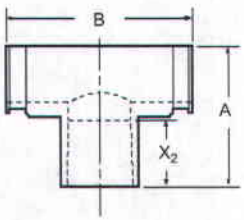
6-inch elbow





6-inch tee



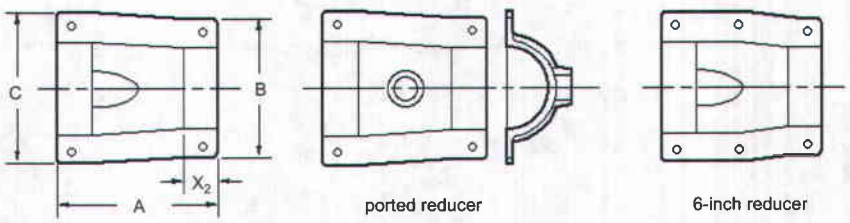


13 Containment fittings dimensions

Reducers, plain and with 3/4-inch NPT outlet

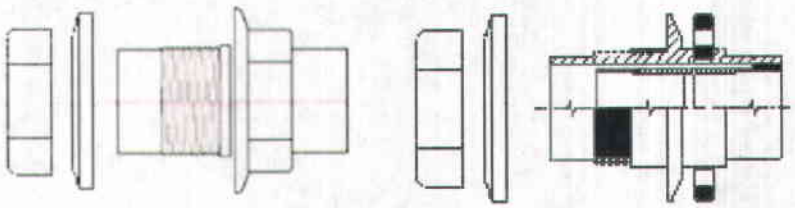
Nominal Pipe Size (in)	Nominal Pipe Size (mm)	A (in)	B (in)	C (in)	X_2 (in)	No. of Bolt Holes	Wt. (lb)
3 x 1½	80 x 40	6.25	4.48	6.10	1.50	4	0.6
3 x 1½	80 x 40	6.25	4.47	6.10	1.50	4	1.1[1]
3 x 2	80 x 50	6.25	4.90	6.10	1.00	4	0.7
3 x 2	80 x 50	6.25	4.90	6.10	1.00	4	1.1[1]
4 x 3	100 x 80	7.00	6.00	7.00	1.50	4	0.9
4 x 3	100 x 80	7.00	6.00	7.00	1.50	4	2.0[1]
4 x 3½	100 x 90	6.25	6.36	6.98	1.50	4	1.0
6 x 4	150 x 100	7.17	7.62	9.74	2.00	6	1.0

1) Ported reducer.



Sump penetration fittings

Plain sump penetration fittings are stock items. Sump penetration fittings with factory-installed centralizers, sleeve couplings and monitoring ports must be special ordered.



14 Health and safety information

FOR CHEMICAL EMERGENCY

SPILL, LEAK, FIRE,
EXPOSURE OR ACCIDENT

CALL CHEMTREC
DAY OR NIGHT

1-800-424-9300

Toll-free in the
continental U.S.

483-7616 in
District of Columbia

For calls originating outside the
continental U.S.

202-483-7616
Washington D.C. collect

ALL CALLS ARE RECORDED

Toxicity of adhesives

Hardeners: Irritating to the skin, eyes and respiratory tract: orally toxic; may cause sensitization.

Resins: May be mildly irritating to skin and eyes; may cause sensitization.

Handling precautions for adhesives

Hardeners: Do not get in eyes, on skin or clothing. Avoid breathing vapor. Wash thoroughly after handling. When handling in the field, wear gloves and eye protection. When handling in bulk quantities, wear rubber gloves, rubber apron and NIOSH-approved respirator.

Resins: Avoid contact with eyes, skin or clothing. When handling in the field, wear gloves and eye protection. Wash thoroughly after handling.

First aid for adhesive users

In case of contact

Eyes: Immediately flush with plenty of water for at least 15 minutes. Call a physician.

Skin: Wash with water, and soap if available.

Clothing: Remove contaminated clothing and wash before reuse.

Inhalation: Remove to fresh air. Give oxygen or artificial respiration if necessary.

Ingestion: If hardener is swallowed and patient is conscious, give plenty of water or milk to drink. Do not induce vomiting. Call a physician. If resin is swallowed, give 100 grams (about ¼ lb) activated charcoal slurry in water. Do not induce vomiting. Call a physician.

Important notice

AMERON INTERNATIONAL

FIBERGLASS - COMPOSITE PIPE GROUP - HEADQUARTERS
9720 Cypresswood Dr., • Houston, TX 77070 • Tel: (832) 912-8282 • Fax: (832) 912-9393 • www.ameron-fpg.com

Asia
Ameron (Pte) Ltd.
No. 7A, Tuas Avenue 3
Singapore 639407
Tel: 65 6861 6118
Fax: 65 6862 1302/861 7834
email: info@ameron.com.sg

Europe
Ameron B.V.
J.F. Kennedylaan 7
4191 MZ Geldermalsen
The Netherlands
Tel: +31 345 587 587
Fax: +31 345 587 561
email: info@ameron-fpg.nl

Americas
P.O. Box 878
Burkburnett, TX 76354
Tel: (940) 569-1471
Fax: (940) 569-2764
email:
marcom@ameronfpd.com

Centron International
P.O. Box 490
600 FM 1195 South
Mineral Wells, Texas 76068
Tel: (940) 325-1341
Fax: (940) 325-9681

UNIFIED PROGRAM CONSOLIDATED FORM
UNDERGROUND STORAGE TANK

CERTIFICATION OF INSTALLATION / MODIFICATION

(One form per project)

I. FACILITY INFORMATION

FACILITY ID # *(Agency Use Only)* 1.
0 1 – 0 0 0 –

BUSINESS NAME *(Same as Facility Name or DBA – Doing Business As)* 3.

BUSINESS SITE ADDRESS 103. | CITY 104.

II. INSTALLATION / MODIFICATION PROJECT DESCRIPTION

TYPE OF PROJECT *(Check all that apply)* 483a.

- ☐ 1. TANK INSTALLATION OR REPLACEMENT
- ☐ 2. PIPING INSTALLATION OR REPLACEMENT
- ☐ 3. SUMP INSTALLATION OR REPLACEMENT
- ☐ 4. UNDER DISPENSER CONTAINMENT INSTALLATION OR REPLACEMENT
- ☐ 5. OTHER

WORK AUTHORIZED UNDER PERMIT 483b.
(Number or Date):

DESCRIPTION OF WORK BEING CERTIFIED: 483c.

III. CONTRACTOR INFORMATION

NAME OF CONTRACTOR WHO PERFORMED INSTALLATION / MODIFICATION 482a.

CONTRACTOR LICENSE # 482b. | ICC CERTIFICATION # 482c.

IV. CERTIFICATION

I certify that the information provided herein is true, accurate, and that the following conditions have been satisfied:

- The installer has met the requirements set forth in 23 CCR §2715, subdivisions (g) and (h).
- The underground storage tank, any primary piping, and any secondary containment was installed according to applicable voluntary consensus standards and any manufacturer's written installation instructions.
- All work listed in the manufacturer's installation checklist has been completed.
- The installation has been inspected and approved by the local agency, or if required by the local agency, inspected and certified by a registered professional engineer having education and experience with underground storage tank system installations.

SIGNATURE OF TANK OWNER OR OWNER'S AGENT | DATE 484. | PHONE 487.
( )

CERTIFIER'S NAME (print) 485. | CERTIFIER'S TITLE: 486.

NAME OF CERTIFIER'S EMPLOYER (DBA) 488.

CERTIFIER'S RELATIONSHIP TO TANK OWNER 489.

- ☐ 1. TANK OWNER
- ☐ 2. TANK OPERATOR
- ☐ 3. CONTRACTOR
- ☐ 4. PROPERTY OWNER
- ☐ 5. OTHER AUTHORIZED AGENT OF TANK OWNER

UPCF UST Certification of Installation / Modification Form Instructions
(Formerly SWRCB Form C and UPCF Form hwfwrc-c)

This Certification form must be submitted upon the completion of installation or upgrading of tanks and/or piping associated with a UST system. Installation or upgrading of multiple tank systems may be addressed on one form. The UST owner or an authorized representative of the owner must complete this form. (Note: Numbering of these instructions follows the UPCF data element numbers on the Certification form.)

1. FACILITY ID NUMBER – This space is for agency use only.
3. BUSINESS NAME – Enter the complete Facility Name.
103. BUSINESS SITE ADDRESS – Enter the street address of the facility, including building number, if applicable. This address must be the physical location of the facility. Post office box numbers are not acceptable.
104. CITY – Enter the city or unincorporated area in which the facility is located.
482a. NAME OF CONTRACTOR WHO PERFORMED INSTALLATION / MODIFICATION – Enter the name of the contractor who performed the work as registered with the Contractors State License Board (CSLB).
482b. CONTRACTOR LICENSE # – For the contractor named above, enter the license number assigned by the Contractors State License Board (license information is available online at www.cslb.ca.gov).
482c. ICC CERTIFICATION # – Enter the International Code Council (ICC) "UST Installation/Retrofitting" certification number possessed by the contractor.
483a. TYPE OF PROJECT – Check the appropriate box(es) to indicate the type of work performed. Address each system component individually (i.e., for installation of a complete motor vehicle fueling UST system, check boxes 1 through 4).
483b. WORK AUTHORIZED UNDER PERMIT (Number or Date) – Enter the number of the permit issued by the local agency, or if no permit number, the date the permit or project approval was issued for the work being certified.
483c.. DESCRIPTION OF WORK BEING CERTIFIED – In the space provided, briefly describe the work performed. Include the number and type of UST systems installed or upgraded and the scope of work (e.g., "Installation of piping sumps and under dispenser containment, and replacement of product and vapor recovery piping associated with one 12,000 gallon regular unleaded and one 8,000 gallon premium unleaded motor vehicle fuel tank.").

SIGNATURE OF TANK OWNER OR OWNER'S AGENT – The tank owner or an authorized agent of the owner shall sign in the space provided. This signature certifies that the signer believes that all the information submitted is true and accurate.

484. DATE CERTIFIED – Enter the date the form was signed.
485. CERTIFIER'S NAME – Enter the full printed name of the person signing the form.
486. CERTIFIER'S TITLE – Enter the title of the person signing the form.
487. PHONE – Enter the phone number of the person signing the certification. Include the area code and any extension number.
488. NAME OF CERTIFIER'S EMPLOYER – Enter the name (DBA) of the employer of the person signing the form. If the tank owner is an individual, and the owner signs the Certification, note "N/A" (Not Applicable) in this space.
489. CERTIFIER'S RELATIONSHIP TO TANK OWNER – Check the appropriate box to indicate the nature of the relationship between the person signing the form and the tank owner.

ALAMEDA COUNTY DEPARTMENT ENVIRONMENTAL HEALTH

Certified Unified Program Agency (CUPA)
1131 Harbor Bay Parkway, Alameda, CA 94502-6577
Phone (510) 567-6700; Fax (510) 337-9335

INSPECTION NOTES

POWELL SHELL
1800 POWELL STREET
EMERYVILLE, CA 94608

SR0023741

DIESEL PIPING RELEASE OCCURRING ON 10-1-2013

ON OCTOBER 1, 2013 ACDEH WAS NOTIFIED BY AU ENERGY, MR. JOHN ELLIS, REGARDING A RELEASE OF APPROXIMATELY 5 GALLONS OF DIESEL FUEL. ACCORDING TO THE EMAIL, SERVICE STATION SYSTEMS (FACILITY CONTRACTOR) WAS ONSITE TO INVESTIGATE A DIESEL DISPENSING PROBLEM THAT OCCURRED ON 9-30-2013. CONTRACTOR DETERMINED THAT THE DIESEL LINE HAD BEEN DAMAGED CAUSING A RELEASE OF DIESEL FUEL.

ON OCTOBER 2, 2013 ACDEH WAS NOTIFIED BY CALIFORNIA OFFICE OF EMERGENCY SERVICES (CAL OES) AND AU ENERGY REGARDING A RELEASE OF APPROXIMATELY 500 GALLONS OF DIESEL FUEL. ACCORDING TO THE NOTIFICATION THE RELEASE WAS CAUSED BY DRILLING ACTIVITIES THAT DAMAGED THE PRESSURIZED DIESEL PRODUCT LINE AT THE FACILITY.

ON OCTOBER 3, 2013 PHONE CALLS AND SUBSEQUENT EMAILS TO/FROM MR. ELLIS AND WALTON ENGINEERING, VERONICA FREITAS (PIPING REPAIR CONTRACTOR) CONFIRMING: RELEASE QUANTITIES OF APPROXIMATELY 540 GALLONS, REPAIR ACTIVITIES THAT INVOLVED EXCAVATION AND PRODUCT PIPING REPLACEMENT, ACDEH PERMITTING, REGULATORY REQUIREMENTS TO PROPERLY TEST PIPING PRIOR TO DISPENSING FUEL, AND SOIL CONFIRMATION SAMPLING.

ONSITE OCTOBER 4, 2013 TO CONFIRM PIPING REPAIRS, SOIL SAMPLING, AND WITNESS REQUIRED TESTING TO PLACE DIESEL SYSTEM BACK INTO SERVICE. WHILE ONSITE ADVISED MR. ELLIS TO PREPARE AND SUBMIT RELEASE REPORTING DOCUMENTS TO ACDEH. MR. ELLIS STATED THAT AU ENERGY CONTRACTED WITH BUREAU VERITAS TO PERFORM SOIL BORINGS FOR SITE CHARACTERIZATION PRIOR TO A FACILITY RAZE AND REBUILD. 4 SOIL BORINGS WERE CONDUCTED BY BUREAU VERITAS ON 9-30-2013 FROM APPROXIMATELY 8AM TO 12PM. AT APPROXIMATELY 12:15 PM ON 9-30-2013 A FACILITY CUSTOMER ATTEMPTED TO PUMP DIESEL FUEL. ABOUT THE SAME TIME THE VEEDER-ROOT MONITORING SYSTEM ELECTRONIC LINE LEAK DETECTOR ACTIVATED A "Q3" ALARM NOTIFYING THE FACILITY. FACILITY CONTACTED SERVICE STATION SYSTEMS (SSS) TO INVESTIGATE THE "Q3" ALARM. BETWEEN 9-30-2013 AND 10-1-2013 SSS INVESTIGATED THE ALARM. ON 10-1-2013 AT APPROXIMATELY 2:30 PM SSS NOTIFIED MR. ELLIS THAT THE DIESEL PIPING IS FAILING TO HOLD PRESSURE AND THERE MAY BE DAMAGE TO THE DIESEL PRODUCT PIPING INDICATING A POTENTIAL RELEASE. AT THIS POINT DIESEL LINE IS SHUTDOWN PREVENTING ADDITIONAL ATTEMPTS TO PUMP. MR. ELLIS CONTACTED WALTON ENGINEERING TO INVESTIGATE THE POSSIBLE DIESEL PIPING FAILURE. WALTON ENGINEERING BEGAN EXCAVATING NEAR THE SOIL BORINGS CONDUCTED PREVIOUSLY BY BUREAU VERITAS. AT THE SECOND EXCAVATION NEAR DISPENSER 7 WALTON ENGINEERING DISCOVERED DAMAGE TO THE DIESEL PRODUCT PIPING AND A STRONG DIESEL SMELL. THE DAMAGED PORTION OF THE DIESEL PIPING WAS REMOVED AND REPLACED WITH "LIKE FOR LIKE" AMERON FRP PIPING. SOIL SAMPLES WERE TAKEN AT 2 LOCATIONS FOR ANALYSIS. ONE SAMPLE WAS TAKEN NEAR THE DAMAGED AREA OF PIPING AND THE SECOND WAS TAKEN APPROXIMATELY A FEW FEET AWAY ON THE SIDE WALL OF THE EXCAVATION. A STRONG DIESEL SMELL WAS PRESENT BEFORE, DURING, AND AFTER SAMPLING ACTIVITIES. A PRESSURE TEST AT 50 PSI WAS PERFORMED POST REPAIR. AFTER BACK FILL WAS PUT IN PLACE A LINE TEST WAS PERFORMED TO CONFIRM LINE TIGHTNESS. AS A SIDE NOTE IT APPEARED THAT THE FACILITY'S WATER LINE WAS IN CLOSE PROXIMITY TO THE DIESEL PRODUCT LINE AND IT MAY HAVE BEEN DAMAGED AT THE SAME TIME. THE FACILITY DECIDED TO REPAIR/REPLACE THE WATER LINE PRIOR TO BACKFILLING.

10-9-2013 AU ENERGY SUBMITTED REQUIRED RELEASE REPORTING DOCUMENTATION TO ACDEH

CHRIS TOUGERON
SR. HAZARDOUS MATERIALS SPECIALIST
ACDEH 10-9-2013

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10-4-2013 CT
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FACILITY

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10-4-2013 CT
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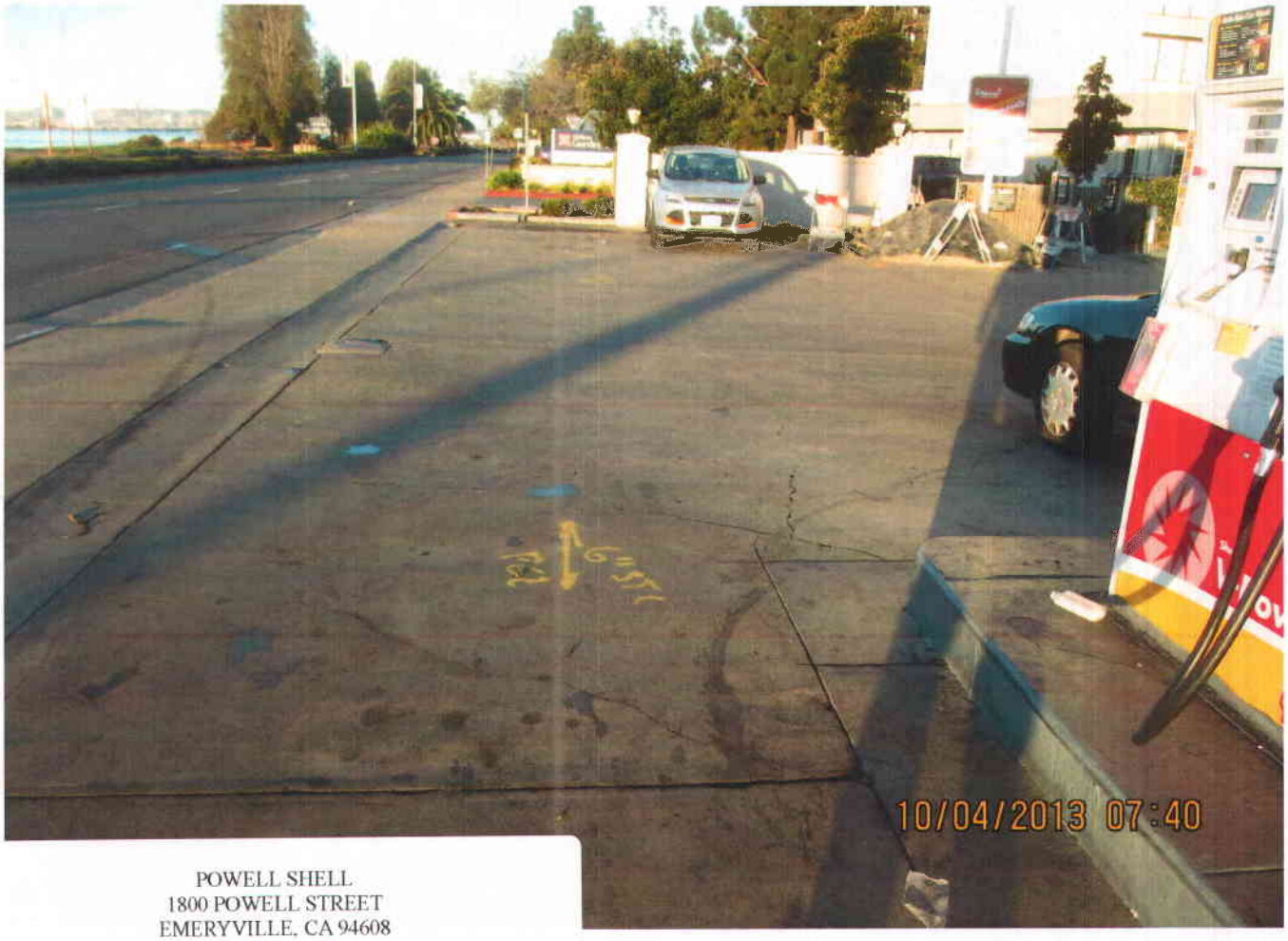
STOCK PILE OF EXCAVATED BACKFILL



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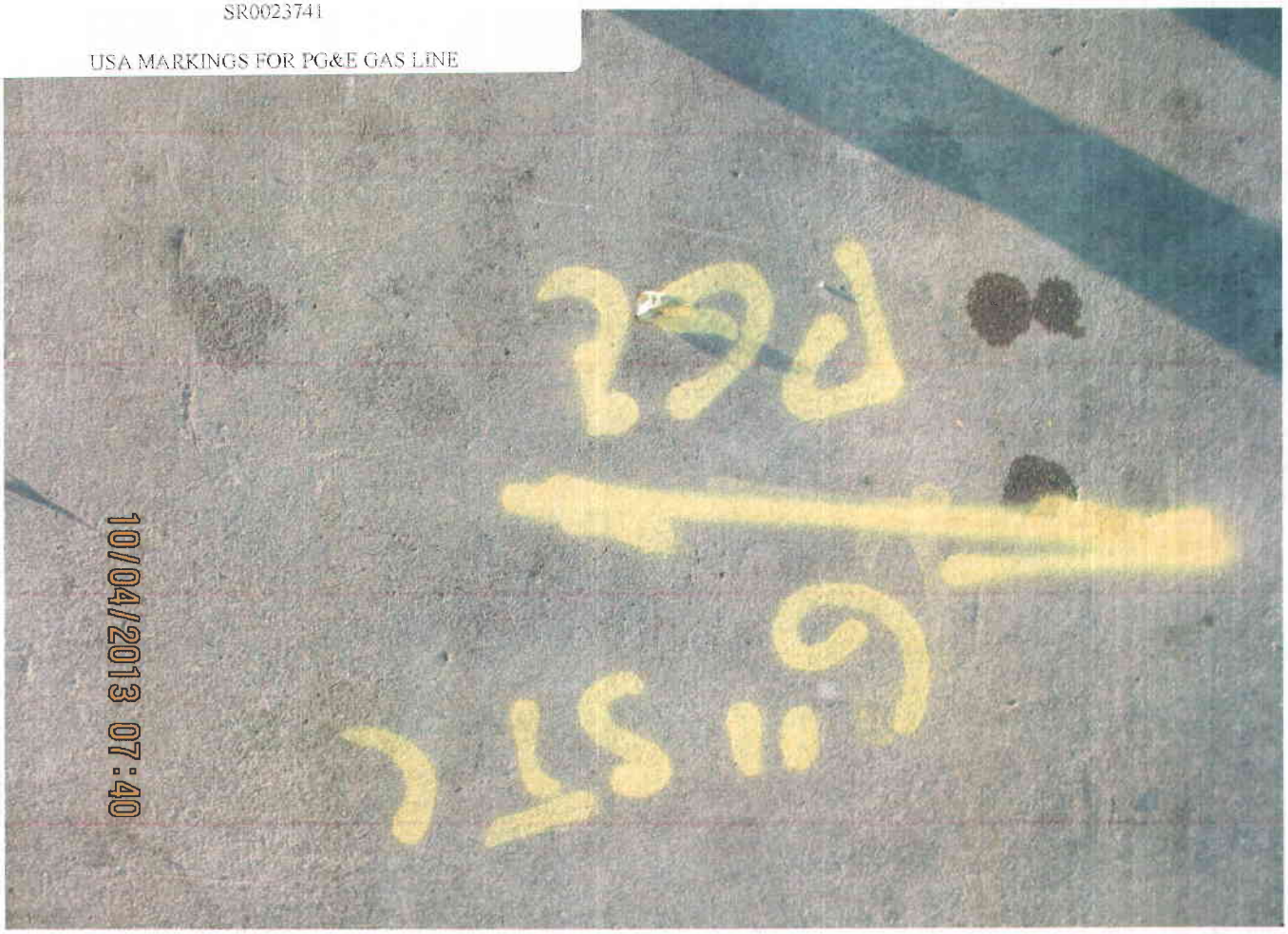
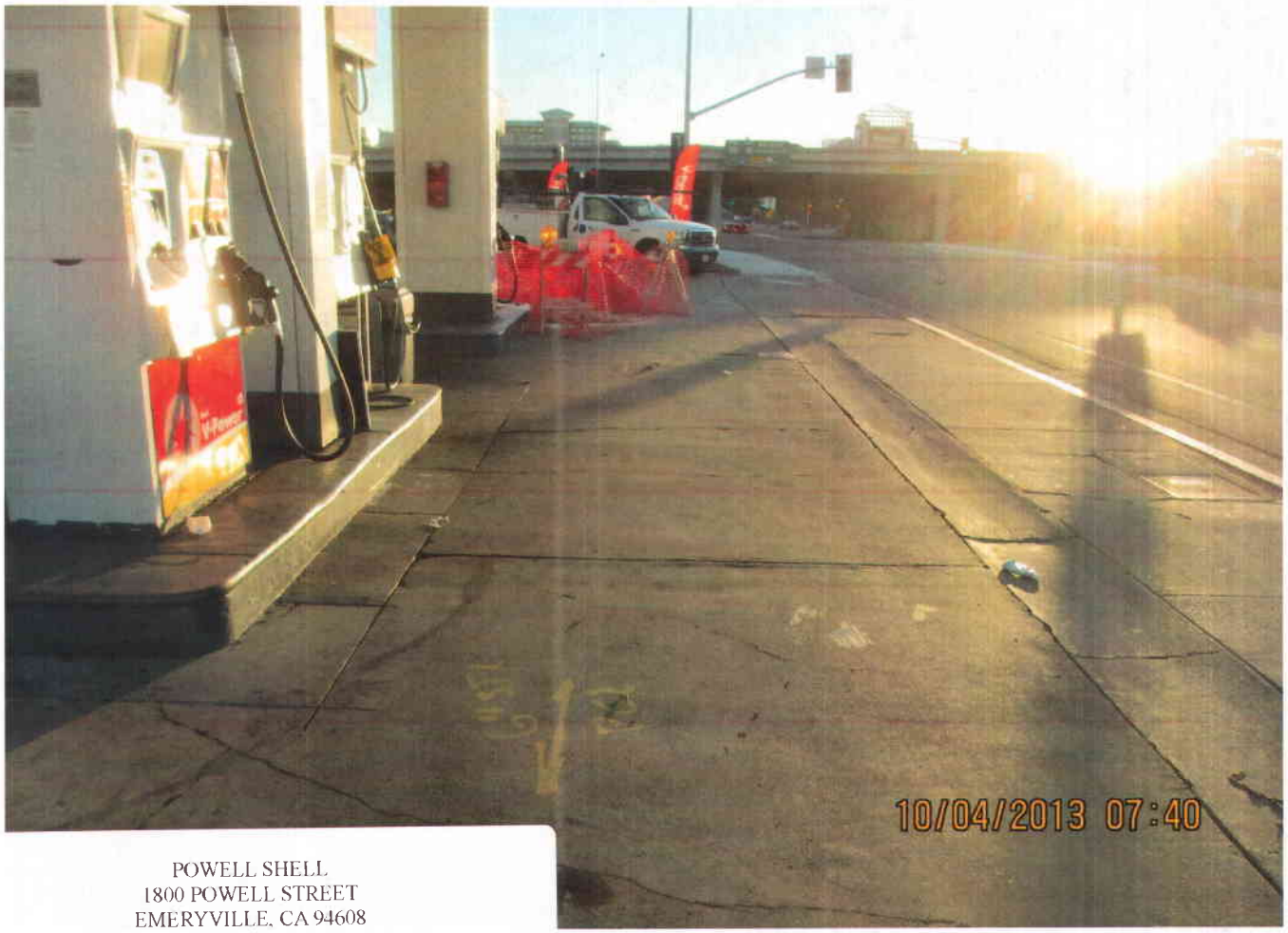
USA MARKINGS FOR PG&E GAS LINE





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USA MARKINGS FOR PG&E GAS LINE

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USA MARKINGS FOR EBMUD WATER LINE

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EXCAVATION AND PIPING REPAIR ON DIESEL PRODUCT LINE NEAR DISPENSER 7

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EXCAVATION AND PIPING REPAIR ON DIESEL PRODUCT LINE

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USA MARKINGS NEAR EXCAVATION

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EXCAVATION AND PIPING REPAIR ON DIESEL PRODUCT LINE

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EXCAVATION AND PIPING REPAIR ON DIESEL PRODUCT LINE

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EXCAVATION AND PIPING REPAIR ON DIESEL PRODUCT LINE
WATER PIPING POTENTIALLY DAMAGED BY DRILLING ACTIVITIES

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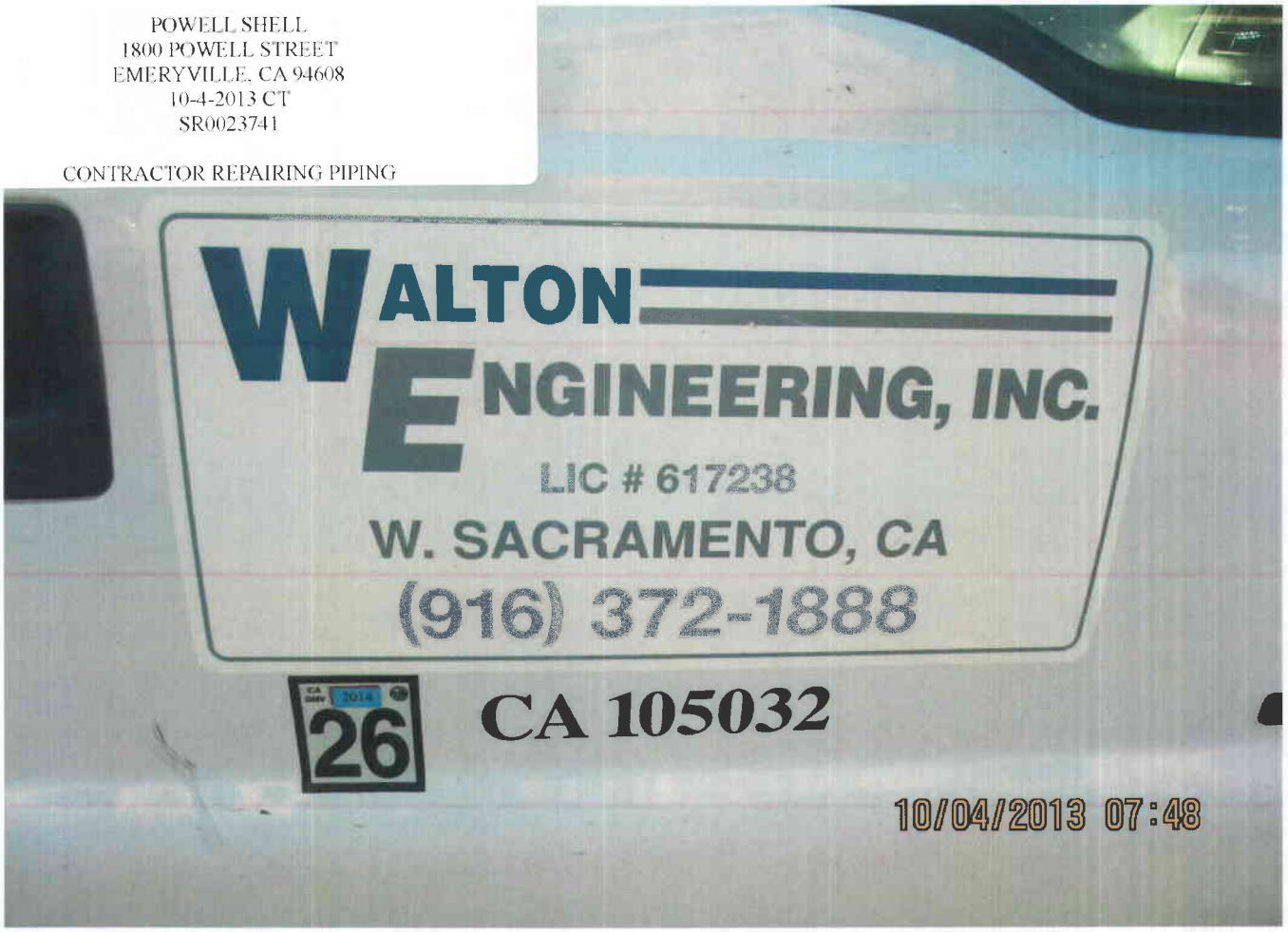
CONTRACTOR REPAIRING PIPING



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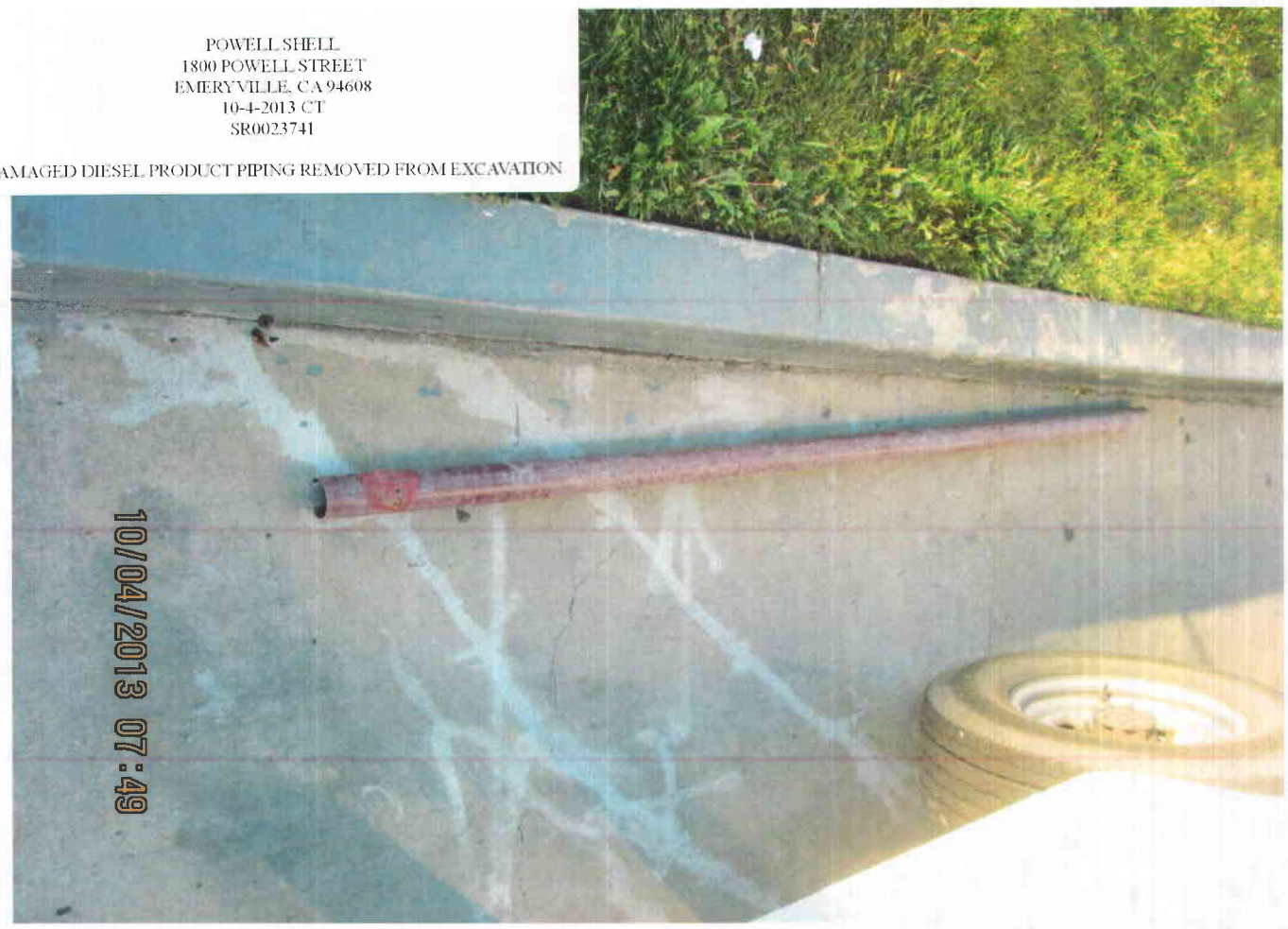
DAMAGED DIESEL PRODUCT PIPING REMOVED FROM EXCAVATION



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DAMAGED DIESEL PRODUCT PIPING REMOVED FROM EXCAVATION

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DAMAGED DIESEL PRODUCT PIPING REMOVED FROM EXCAVATION

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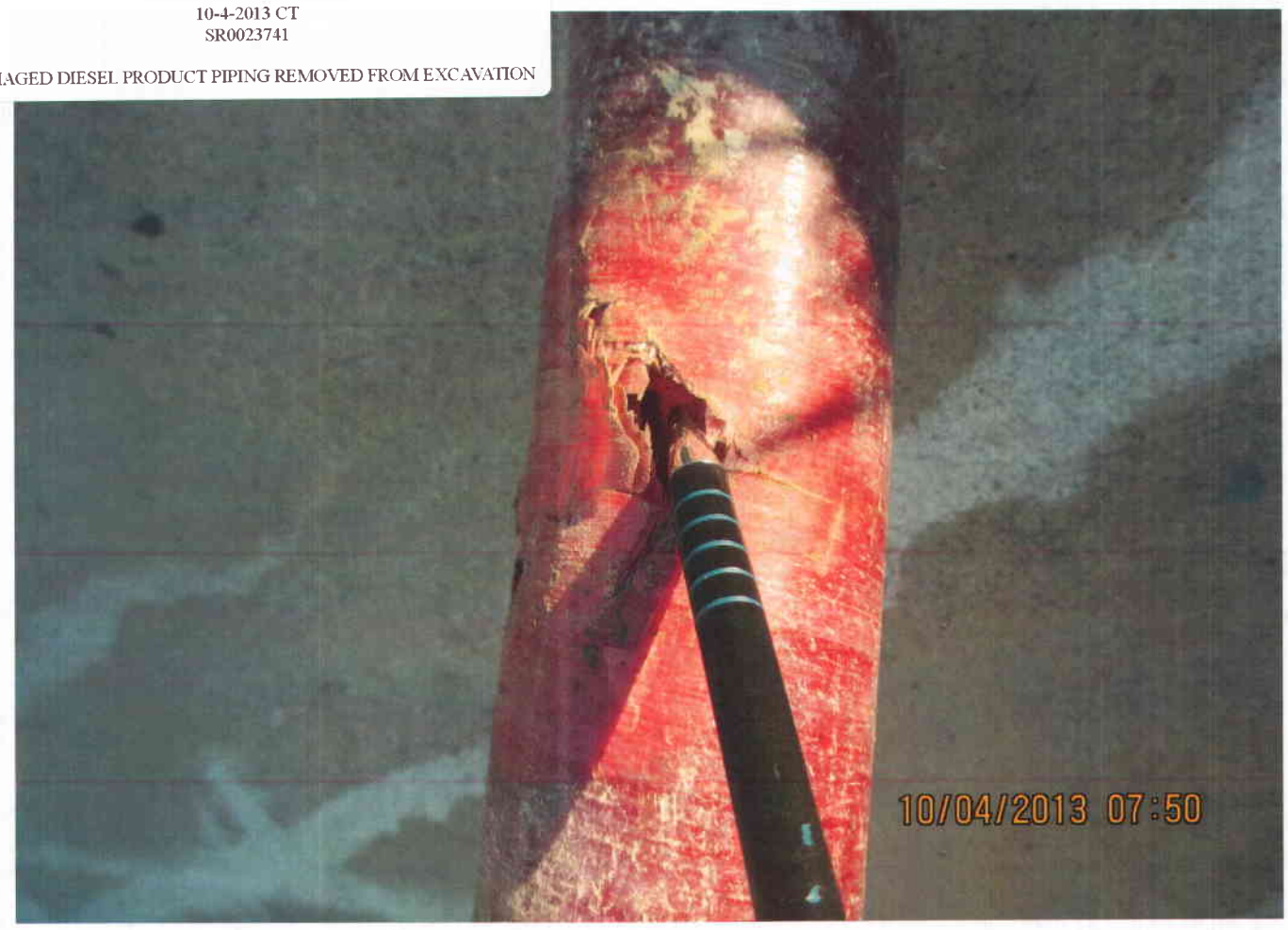
DAMAGED DIESEL PRODUCT PIPING REMOVED FROM EXCAVATION



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REPAIRED DIESEL PRODUCT PIPING UNDER 50 PSI TEST

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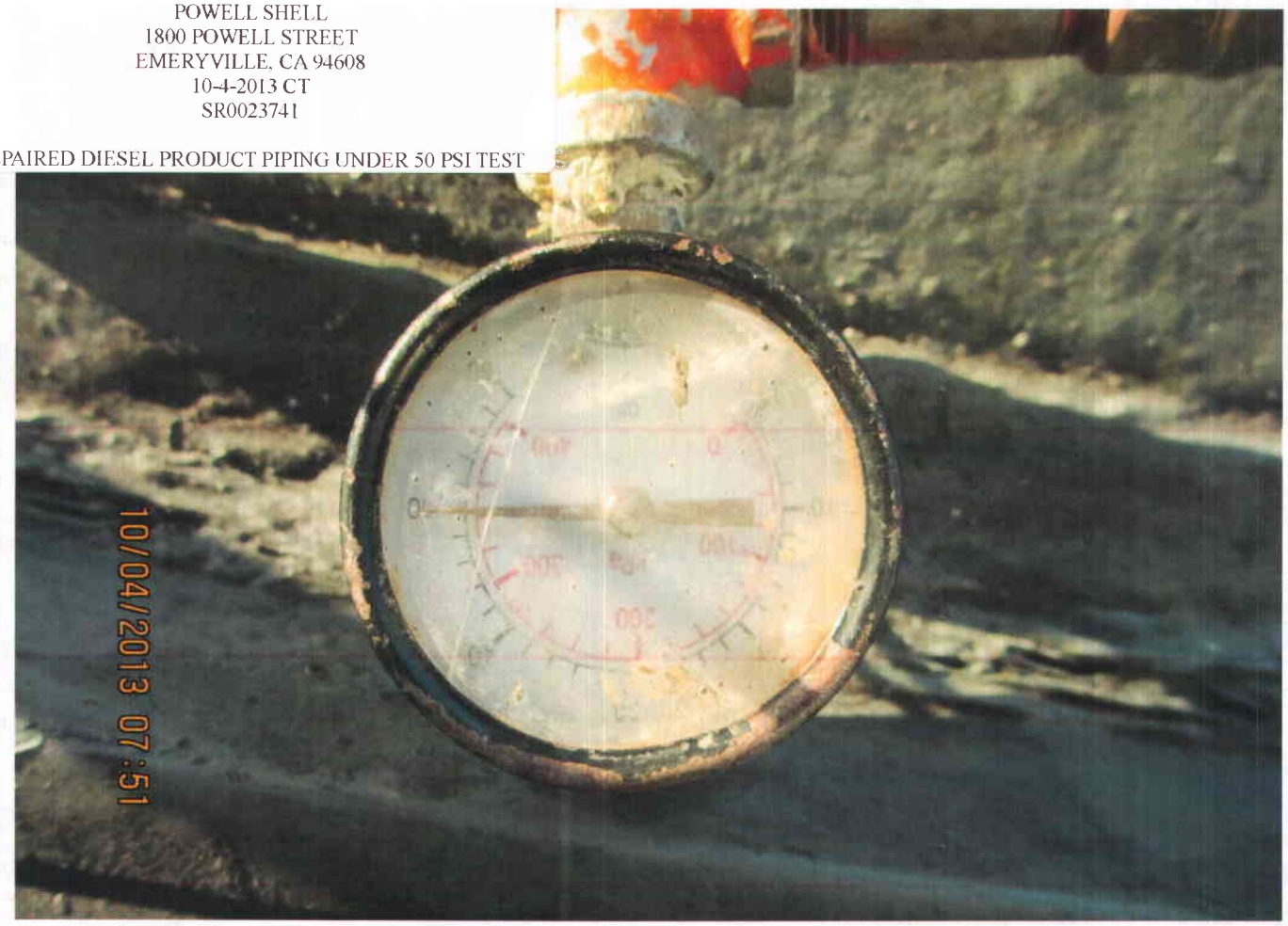
REPAIRED DIESEL PRODUCT PIPING UNDER 50 PSI TEST



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SECONDARY EXCAVATION CONDUCTED DURING PIPING LEAK INVESTIGATION

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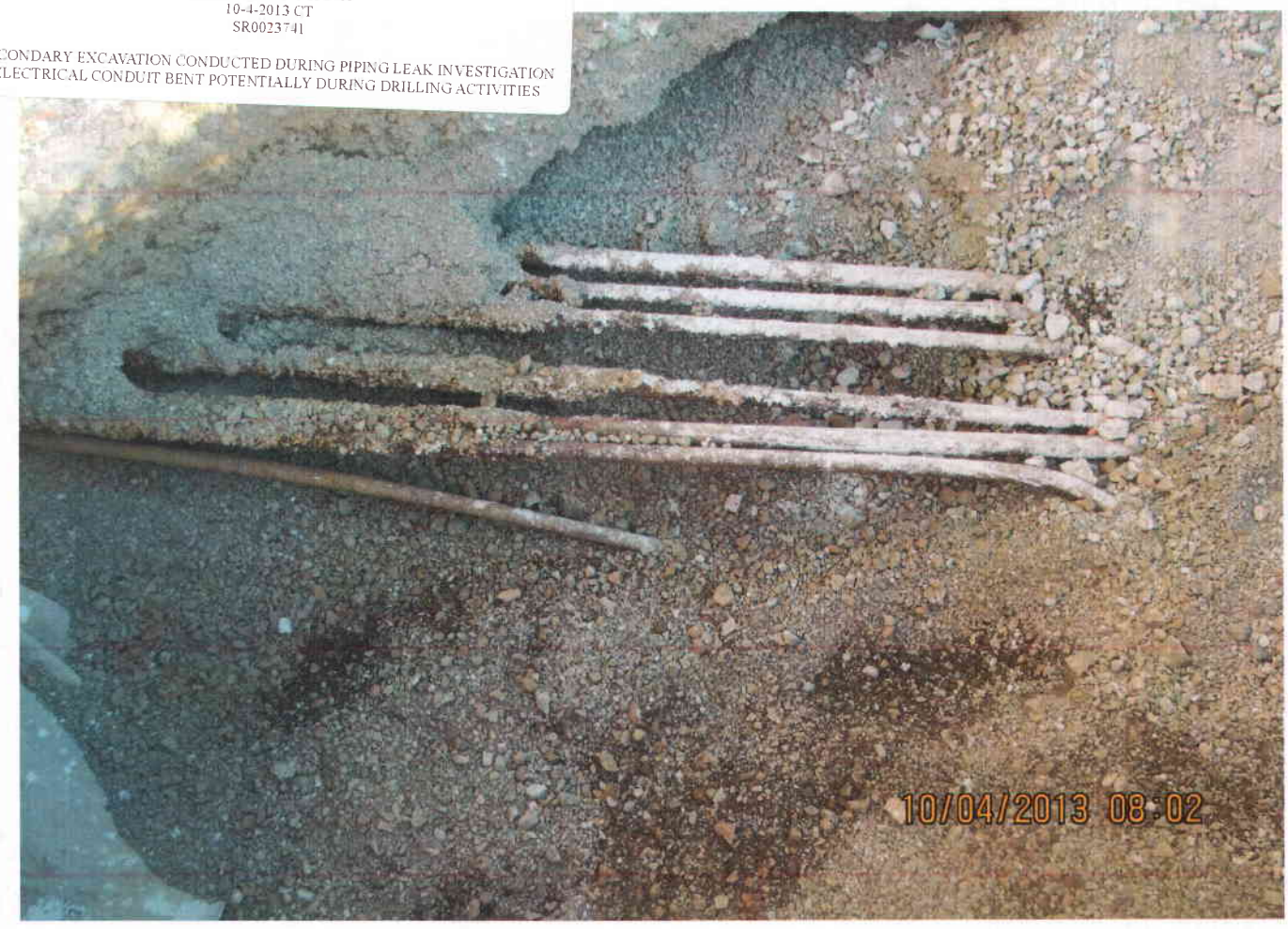
SECONDARY EXCAVATION CONDUCTED DURING PIPING LEAK INVESTIGATION
ELECTRICAL CONDUIT BENT POTENTIALLY DURING DRILLING ACTIVITIES



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TANK TOP / TANK PIT WITH 4 MONITORING WELLS USED TO PUMP OUT DIESEL/WATER MIX

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1800 POWELL STREET
EMERYVILLE, CA 94608
10-4-2013 CT
SR0023741

TANK TOP MONITORING WELL USED TO PUMP OUT DIESEL/WATER MIX

Tougeron, Christopher, Env. Health

From: John Ellis <johne@vintnersdist.com>
Sent: Wednesday, October 9, 2013 6:53 AM
To: Tougeron, Christopher, Env. Health
Cc: Sunny
Subject: 1800 Powell, Emermyville
Attachments: 20131009063420784.pdf; 20131009061517301.pdf; 20131009061506572.pdf; 20131008074502435.pdf; 20131008074318387.pdf

Good morning Chris,
I have attached the letter that you requested during our last meeting. I am very close to having all the documents for you.

- Response letter
- Waste profile for disposal
- Bill of lading
- Work orders from Service Station Systems
- Emergency Response Agreement
- Veeder Root Read outs from 9-30 through

I am still working to get you the waste disposal records and the actual inventory reconciliation. It will be coming shortly

Can you let me know if I am missing anything else that you will need?

John Ellis

Maintenance Manager/**Au Energy, LLC.**

email johne@vintnersdist.com

Direct Number (510) 270-3418

Fax Number (510) 270-3418

Office Number (510) 657-9150 x3418

Cellular Phone Number (510) 600-5434

****

Au
Energy

41805 Albrae Street
Fremont, CA 94538
P 510 657.9150
F 510 657.9908
www.auenergy.net

Au Energy, LLC.
41805 Albrae Street
Fremont, Ca. 94538
October 7, 2013

Chris Tougeron
Senior Hazardous Materials Specialist
Alameda County Department of Environmental Health
1131 Harbor Bay Parkway
Alameda, Ca. 94502

RE: Powell Shell, 1800 1/2 Powell Street, Emeryville CA 94608

Dear Chris:

As you are aware, on September 30th, 2013 there was a breech in the diesel product line that resulted in an Unauthorized Release of approximately 550 gallons of diesel fuel into the environment. This breech has been repaired, tested, and the diesel fuel has been put back into service currently. Au Energy is providing this letter as required within 5 days of detecting an unauthorized release.

The following is a summary of the timeline with action taken by Au Energy.

- Au Energy contracted with Bureau Veritas to perform initial soil characterization, related to the future removal and replacement of the Underground Storage Tank System
- September 30th, 2013 Bureau Veritas onsite to conduct permitted work with drilling rig. At approximately 11:30am-12pm, when drilling at the east end of the southernmost fuel dispensing island, drill equipment impacted with fiberglass diesel line. This impact damaged the wall integrity of the pipeline resulting in a release of diesel fuel into the surrounding environment.
- September 30th, 2013 Service Station Systems responds to the site for a PLLD Gross Test Fail and PLLD Shutdown Alarm
- October1st, 2013 2:30pm Service Station Systems notifies Au Energy LLC of the possible damage to the diesel line. Disables diesel fueling operations.
- October1st, 2013 2:30pm: Au Energy begins notification to regulators, investigation to reconcile loss of inventory, and dispatching contractor for repair and clean up.

Au
Energy

41805 Albrae Street
Fremont, CA 94538
P 510 657.9150
F 510 657.9908
www.auenergy.net

- October 2nd, 2013 9am: Walton Engineering onsite to begin repair work.
- October 2nd, 2013 9:30am: Au Energy completes notification procedures to OES. Responding to calls requesting details from CALEPA-U.S. Coast Guard-California Fish and Wildlife.
- October 2nd, 2013 10am: Au Energy is told of free product that is accumulating in the Underground Storage Tank excavation (verified through the existing access wells also located in the excavation) Au Energy authorizes emergency clean up with Clean harbors, to remove as much free product from the tank excavation as possible. Clean harbors removes 5,000 gallons of oily water from the tank excavations and transports for disposal
- October 2nd, 2013 10am: Au Energy opens existing monitoring wells (used in remediation for previous release at same general location), discovers no free product. Au Energy intends to continue to monitor these wells.
- October 2nd, 2013 3pm: Walton Engineering discovers location of failure, makes
- October 3rd, 2013 Walton Engineering completes repair of diesel line and makes arrangements for follow up inspections with local regulators.
- October 4th, 8:30am: Walton Engineering completes required visual test with permitting agency
- October 4th, 1:30pm-5pm: Walton Engineering completes required precision testing of diesel line, receives approval from Alameda County Environmental Health Services allowing diesel operations to resume.

Sincerely,

John Ellis
Maintenance Manager

CleanHarbors

EMERGENCY RESPONSE AGREEMENT

Customer Name: Powell Street Shell #102 Customer Contact Person: John Ellis

Address: 1800 Powell Street Emeryville Ca. 94608

Vintners Distributors ("CUSTOMER") Telephone: 510-657-9150

Job Location (if different): 1800 Powell St Customer Insurance Carrier/Agent: _____

_____ _____

_____ _____

DESCRIPTION OF INCIDENT:

Spill of Diesel in Monitoring well

_____

_____

This Emergency Response Agreement ("Agreement") establishes the terms and conditions under which Clean Harbors Environmental Services, Inc. & its Affiliates ("CONTRACTOR") agrees to provide, and CUSTOMER agrees to pay for, emergency response services, as defined herein ("Services"). CUSTOMER is obligated to pay the amount due pursuant to this Agreement shall not be conditioned upon or limited by the types, amounts or availability of insurance coverage. In consideration of the mutual covenants contained herein, and for other good consideration, the receipt and sufficiency of which is hereby acknowledged, the parties have caused this Agreement to be executed by their duly authorized representative as of the day and year first written below.

CUSTOMER hereby assigns to CONTRACTOR all rights to any insurance payments that CUSTOMER may be entitled to receive to pay for the Services provided under this Agreement and hereby authorizes its insurance company or agent to pay CONTRACTOR directly.

STANDARD TERMS AND CONDITIONS

1. The Services may include, but not be limited to, the following:
    - Containment, recovery, repackaging and removal of waste or other materials;
    - Site evaluation, decontamination and restoration;
    - Transportation, storage, treatment or disposal of waste or other materials;
    - Technical services, including sampling, laboratory analysis, and other related services;
    - Standby of personnel and equipment in anticipation of imminent activation;
    - Training and mock spill drill deployments.
2. CONTRACTOR shall provide supervision, labor, materials, tools, equipment and subcontracted items for the performance of the Services.

CONTRACTOR shall take necessary precautions for the safety of its employees, and shall comply with applicable provisions of the Occupational Safety and Health Act. It is understood and agreed, however, that CONTRACTOR shall not be responsible for the elimination or abatement of safety hazards created by or otherwise resulting from work being performed by CUSTOMER's employees, its other contractors or agents. CONTRACTOR represents that it holds the permits and licenses required for the performance of the Services.

3. CUSTOMER shall provide full and complete information regarding its requirements for the Services. CUSTOMER shall provide full and complete information regarding the site, surface and subsurface conditions, utility locations, site ownership, contractor access, hazardous materials or wastes and other substances or hazards likely to be present and any other reports, documentation or information concerning the site or Scope of Work which may reasonably be provided to CONTRACTOR. CUSTOMER represents and warrants to CONTRACTOR that CUSTOMER has the requisite legal right, title, and interest necessary to provide access to the job site. In the event subsurface or latent conditions at the work site materially differ from those indicated in the contract documents or if the latent or subsurface physical conditions are of an unusual nature not ordinarily found to exist in environmental service activities identified in the contract documents, the CONTRACTOR shall be entitled to an equitable adjustment of the Contract price and time.

CUSTOMER shall designate a representative who shall be fully acquainted with the Services to be provided hereunder and who shall be authorized to approve changes in the Services; render decisions promptly; authorize commitments and expenditures on behalf of CUSTOMER; approve CONTRACTOR's daily worksheets and to accept, verify and approve CONTRACTOR's invoices.

CUSTOMER shall be responsible for repairs to all private property, roadways, structures and rights-of-way resulting from CONTRACTOR's reasonable use thereof.

CUSTOMER represents and warrants that it shall provide payment to CONTRACTOR for the services provided by CONTRACTOR as set forth in Article 5, and shall demonstrate to CONTRACTOR's satisfaction prior to the commencement of the Services, and at such other times as CONTRACTOR may require, that sufficient funds are available and committed by CUSTOMER for the entire cost of the Services. Unless such financial assurances are provided by CUSTOMER, CUSTOMER agrees that CONTRACTOR shall not be required to commence or continue any Service and may immediately stop work. The failure of CONTRACTOR to insist upon the provisions of this paragraph at any one time shall not constitute a waiver of CUSTOMER's obligation to make payments pursuant to this Agreement nor shall it constitute a waiver of CONTRACTOR's right to request that evidence of sufficient funds be provided by CUSTOMER at a later date.

CUSTOMER shall communicate to CONTRACTOR all special hazards or risks known to the CUSTOMER which are related to the performance of the Services pursuant to this Agreement.

4. The payment terms set forth herein are contingent upon the approval of CONTRACTOR's Credit Department. In the event of a change in CUSTOMER's financial condition, CONTRACTOR reserves the right to alter, change, or modify payment terms, and to immediately stop work. The failure of CONTRACTOR to exercise its rights under this article at any time shall not constitute a waiver of CONTRACTOR's continuing right to do so.

CUSTOMER agrees to pay CONTRACTOR in accordance with CONTRACTOR'S published Rate Schedule for emergency response work ("Rates") for response or standby activities, including

mobilization/demobilization of resources. CUSTOMER's obligation to pay the amount due pursuant to this Agreement shall not be conditioned upon or limited by the types, amounts or availability of insurance coverage.

CONTRACTOR will present its first invoice to CUSTOMER as soon as possible following commencement of the Services provided hereunder, and may issue subsequent invoices every five (5) days thereafter. CUSTOMER agrees to pay the full amount of each invoice amount within five (5) business days of the date of receipt of said invoice by CUSTOMER.

CUSTOMER agrees that interest shall accrue and will be paid to CONTRACTOR on any unpaid balance of any invoice after five (5) calendar days of receipt of invoice by CUSTOMER at the rate of one and one half percent (1.5%) per month or the maximum amount allowed by law.

In the event that legal or other action is required to collect unpaid balances of invoices due CONTRACTOR, CUSTOMER agrees to pay all costs of collection, litigation or settlement incurred by CONTRACTOR, including reasonable attorneys' fees. "Legal or other action" as used above shall include bankruptcy and insolvency proceedings. In the event that work is suspended or terminated for any reason prior to the completion of the services, CUSTOMER agrees to pay for labor, equipment, materials, disposal and other costs incurred by CONTRACTOR at the Rates and for reasonable demobilization costs.

CUSTOMER agrees to pay CONTRACTOR in accordance with the Rates for any litigation support or testimony provided by CONTRACTOR in connection with, or arising out of, the work performed by CONTRACTOR hereunder.

5. CUSTOMER agrees to pay CONTRACTOR at the Rates for any costs incurred or delays resulting from CONTRACTOR's response to any emergency condition which threatens safety of persons or property during the performance of the Services.

If any change occurs during the term of this Agreement with respect to any laws, rules, regulations or ordinances which affects the rights or obligations of CUSTOMER or CONTRACTOR under this Agreement, or the applicability of any taxes or fees, or the cost of handling waste materials, CUSTOMER and CONTRACTOR shall negotiate in good faith to bring this Agreement into conformance with such change or changes. In the event that such agreement cannot be reached, CUSTOMER or CONTRACTOR shall have the right to terminate this Agreement immediately upon written notice to the other party.

6. CONTRACTOR shall keep in effect during the term of this Agreement the following insurance coverages:

COVERAGE	LIMITS
a. Worker's Compensation	Statutory
b. Employer's Liability	$500,000
c. General Commercial Liability	$1 million per occurrence $3 million aggregate
d. Automobile	$1 million per occurrence $1 million per annual aggregate
e. Environmental Impairment for Clean Harbors' TSD Facilities	$3 million per occurrence $6 million annual aggregate

CONTRACTOR shall provide CUSTOMER with a certificate of insurance upon written request.

CleanHarbors

7. CUSTOMER shall indemnify, defend and hold harmless CONTRACTOR, its parent and affiliated companies and their respective directors, officers, employees and agents from and against any and all costs, liabilities, claims, demands and causes of action including, without limitation, any bodily injury to or death of any person or destruction of or damage to property which CONTRACTOR may suffer, incur, or pay out, to the extent such are caused by the negligence or willful misconduct of CUSTOMER, its employees or agents or the failure of CUSTOMER to comply with any laws, regulations or other lawful authority or the failure of CUSTOMER to comply with its duties or obligations under this Agreement; except to the extent such liabilities, claims, demands and causes of action result from CONTRACTOR's failure to comply with any laws, regulations or lawful authority, or CONTRACTOR's failure to comply with its obligations under this Agreement or result from the negligence or willful misconduct of CONTRACTOR, its employees or agents.

Notwithstanding the foregoing, CUSTOMER shall indemnify, defend and hold harmless CONTRACTOR, its parent and affiliated companies and their respective directors, officers, employees, agents and subcontractors from and against any and all costs, liabilities, claims, demands and causes of action for pollution damages; contamination or adverse effects on the environment; destruction of, damage to, or loss of, whether actual or alleged, any property or natural resources, including the cost of assessing the damage; injury to or economic losses resulting from destruction of real or personal property; damages for loss of subsistence use of

natural resources; damages equal to the loss of profits or impairment of earning capacity due to the injury, destruction or loss of real property, personal property or natural resources; damages for net costs of providing increased or additional public services; removal costs; and any other costs assessable under the Oil Pollution Act of 1990, the Comprehensive Environmental Response, Compensation and Liability Act or other local, state or Federal law or lawful authority applicable to discharges or releases of oil or hazardous substances which CONTRACTOR, individually or collectively, may suffer, incur, or pay out in connection with, or arising out of the release of oil or hazardous substances by CUSTOMER; provided, however, that the foregoing indemnity shall not apply to any claims, liabilities or causes of action caused by the transportation or disposal of waste materials by CONTRACTOR.

CUSTOMER agrees that CONTRACTOR shall not be responsible for pre-existing contamination at the job location, natural resource damage, or for indirect, incidental, consequential or special damages, including loss of use or lost profits, resulting from or arising out of the performance of the Scope of Work by CONTRACTOR, its employees, agents and/or subcontractors.

8. The performance of this Agreement, except for the payment of money for Services already rendered, may be suspended by either party in the event performance of this Agreement is prevented by a cause or causes beyond the reasonable control of such party. Such causes shall include but not be limited to: acts of God, acts of war, riot, fire, explosion, accidents, inclement weather, or sabotage; lack of adequate fuel, power, raw materials, labor or transportation facilities; changes in government laws, regulations, orders, or defense requirements; restraining orders, labor disputes, strike, lock-out or injunction (provided that neither party shall be required to settle a labor dispute against its own best judgement). The party which is prevented from performing by a cause beyond its reasonable control shall use its best efforts to eliminate such cause or event.

9. This Agreement may be terminated by either party upon forty-eight (48) hours prior notice to the other party.

CleanHarbors

10. Any notice to be given under this Agreement shall be in writing and delivered to the address listed below:

Customer: AU Energy LLC
41805 Albrae Street
Fremont CA 94538

Contractor: Clean Harbors Environmental Services, Inc.
42 Longwater Drive,
P.O. Box 9149
Norwell, MA 02061-9149
Attn: General Counsel (Urgent Contract Matter)

11. Waiver - Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition.

Severability - If any section, subsection, sentence or clause of this Agreement shall be deemed to be illegal, invalid or unenforceable for any reason, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of this Agreement or other sections of this Agreement.

Entire Agreement - This Agreement and Exhibits to this Agreement represent the entire understanding and agreement between CUSTOMER and CONTRACTOR and supersedes any and all prior agreements, whether written or oral, that may exist between the parties regarding same. Modifications to this Agreement shall be effective only if in writing and signed by the CUSTOMER and CONTRACTOR. Additional, conflicting or different terms on any Purchase Order or other preprinted document issued by CUSTOMER shall be void and are hereby expressly rejected by CONTRACTOR.

Survival - The provisions contained in Article 2, 3, 4, 7 and 11 shall survive and remain in effect following the termination of this Agreement.

Applicable Law - This Agreement shall be interpreted and enforced according to the Laws of the Commonwealth of Massachusetts and the parties agree to submit to the jurisdiction of the courts of the Commonwealth of Massachusetts for any disputes arising under this Agreement.

CUSTOMER'S AUTHORIZED REPRESENTATIVE OR AGENT	CLEAN HARBORS ENVIRONMENTAL SERVICES, INC. (CONTRACTOR)
Signature	Signature
Print Name Sunny Gaya	Print Name
Date 10/2/13.	Date

Seaport Environmental
700 Seaport Blvd.
Redwood City, CA 94063 650.364.1024 Phone
Epa Id# CA 000013572 650.364.1021 Fax

Non-Hazardous Waste Water Characterization Form

Address of Responsible Party

Name: Vintners Distributing
Authorized Rep: Sunny Goyal
Street: 41805 Albrae ST
City: Fremont State: Ca.
Phone: 510-657-9150

Site Address (if different)

Name: Powell Street Shell #102
Contact: Tohar Ellis
Street: 1800 Powell Street
City: Emeryville State: Ca.
Phone: 510-270-3418

Activity or Process Producing Wastewater (check all that apply):

_____Monitoring well sampling

Excavation and Dewatering _____

_____Monitoring well development/auger rinsate

Pump test _____

Other (describe):

_____

_____

Suspected Source of Contaminants:

Does (or did) the site contain one or more underground storage tanks (UST's) for fuel?	Yes ✓ No__
Is a UST the suspected source of contamination?	Yes__ No ✓
Are you aware of any other possible sources or causes of waste water contamination at the site? If Yes, please describe:	Yes__ No ✓

_____

Wastewater Characterization:

Please provide copies of the results of any analytical work carried out on the wastewater.

Is the pH less than 2 or greater than 12.5?	Yes__ No ✓
Is the flashpoint less than 140 F (60 C)?	Yes__ No ✓
Is there any reason to suspect the presence of reactive cyanides or sulfides?	Yes__ No ✓
Is there any reason to suspect that the waste water would prove toxic in a fish bio-assay test?	Yes__ No__
Is there separate-phase liquid present in the waste water?	Yes ✓ No__

Can you detect any hydrocarbon odor from the wastewater? Yes ✓ No__

Was the wastewater tested for hydrocarbons? Yes__ No ✓

Is there any reason to suspect the presence of chlorinated hydrocarbons such as trichloroethylene? Yes__ No ✓

Was the wastewater tested for chlorinated hydrocarbons ? Yes__ No ✓

Is there any reason to suspect the presence of heavy metals, such as lead? Yes__ No ✓

Was the wastewater tested for heavy metals?If "Yes", please describe tests and attach copies of the test results. Yes__ No ✓

Was the wastewater tested for anything other than the above contaminants? Yes__ No ✓
If "Yes", please describe tests and attach copies of the test results.

Is there any other analytical test data (eg soil samples) for this site? Yes__ No ✓

Is there any soil vapor monitoring data for this site? Yes__ No ✓

Please describe the appearance of the waste water.

Color _____

Estimated amount of sediment (% wt) _____

Is there evidence of an emulsion? Yes__ No ✓

Estimated Volume of waste water (USG) _____

Generator's Certification that Wastewater is Non-Hazardous

DESCRIPTION OF WATER: CERTIFY THAT THE ABOVE NAMED MATERIAL IS A LIQUID EXEMPT FROM RCRA PER 40 CFR 261.4(b)(10)AND DOES NOT MEET THE CRITERIA OF HAZARDOUS WASTE AS DESCRIBED IN 22 CCR ARTICLE 11 OR ANY OTHER APPLICABLE STATE LAW, HAS BEEN PROPERLY DESCRIBED, CLASSIFIED AND PACKAGED AND IS IN PROPER CONDITION FOR TRANSPORTATION ACCORDING TO APPLICABLE REGULATIONS.

The information and representations presented above are true and correct to the best of my knowledge.

Sunny Gyd. [signature] 10/2/13

Generator/Authorised Agent Signature & Date Approval #

Approval#

[redacted]

Service Station Systems, Inc.

680 Quinn Avenue
San Jose, CA 95112
(408) 971-2445 Fax (408) 971-0135
CA State Lic. No. 485184

Work Order # 1301613

Bill To: AU con | Date: 7 30 15
Brand Name: Shell | Station #: 107 | PO/ Release #:
Address: 1800 Powell St | SSSI Ref. #:
City: Emeryville AV 94608 | Assigned To: Alex

Category: | Component: | Failure: Need
Item #: | Note: | Action:

Part #:	Parts Description:	Qty:	Warranty/DOA	Price:	Amount
Kit, Check Valve w/Spring 01249N / 144-183-5 RJ		1			
Assy, Functional Element 01254N / 323-001-5 RJ		1			
Swiftcheck, PLLD 01439N / 331014-001 VR		1			

Notes: on site 0.5 Gross Line FAIL PLLD shutdown ALARM ... check swiftcheck AND Functional Found drag inside swiftcheck AND ... in. The check VALVE AND Spring AND Functional element ... Retest Failing call John D check wire

	Labor Hours:	Travel Hours:	Total Hours:	T/OT	Labor Rate	Amount
Date: 9 30 Tech: Alex B Start: 2:00 AM/PM Stop: 3:30 AM/PM	1.50	.25	1.75	T		
Date: 9 30 Tech: ... A Start: 2:00 AM/PM Stop: 3:30 AM/PM	1.50	.25	1.75	T		

Category: | Component: | Failure:
Item #: | Note: | Action:

Part #:	Parts Description:	Qty:	Warranty/DOA	Price:	Amount

Notes: PI AND PO still not passing call ... O ...

	Labor Hours:	Travel Hours:	Total Hours:	T/OT	Labor Rate	Amount
Date: Tech: Start: AM/PM Stop: AM/PM						
Date: Tech: Start: AM/PM Stop: AM/PM						

Sometimes one service call does not resolve all specific problems due to defective equipment or intermittent problems not present or which cannot be duplicated when our Service Technician is at your premises. Some equipment requires removal on one trip, in-house repair, and another trip for reinstallation. Charges will be made for each service call at rates in effect at time of service. We, therefore, cannot warrant solutions to all problems on one service call. Time "Arrived" and time "Departed" recorded by our Service Technician will be the guideline used in recordation of repair time and charges.

It is the customer's responsibility to audit and verify times recorded on the invoice by our Service Technician while he/she is on your premises. We cannot and will not alter any time charges billed after our Service Technician has left your premises.

		Subtotal Materials $
Mileage @	$	Markup $
Subtotal Labor	$	Sales Tax $
Total Labor /Travel	$	Total Materials $

– 4:47

I understand & accept all terms & conditions as outlined on workorder.

X – 5:30 PM

PLEASE PAY BY INVOICE-TERMS NET 10 DAYS — Total Invoice

– 5:37 PM Visit us at www.servicestationsystems.com

Service Station Systems, Inc.

680 Quinn Avenue
San Jose, CA 95112
(408) 971-2445 Fax (408) 971-0135
CA State Lic. No. 485184

Work Order #
1312643

Bill To:
Date:
Brand Name:
Station #:
PO/ Release #:
Address:
SSSI Ref. #:
City:
Assigned To:

Category:	Component:	Failure:
Item #:	Note:	Action:

Part #:	Parts Description:	Qty:	Warranty/DOA	Price:	Amount

Notes:

Date:	Tech:	Start:	AM PM	Stop:	AM PM	Labor Hours:	Travel Hours:	Total Hours:	T/OT	Labor Rate	Amount
Date:	Tech:	Start:	AM PM	Stop:	AM PM						
Date:	Tech:	Start:	AM PM	Stop:	AM PM						

Category:	Component:	Failure:
Item #:	Note:	Action:

Part #:	Parts Description:	Qty:	Warranty/DOA	Price:	Amount

Notes:

Date:	Tech:	Start:	AM PM	Stop:	AM PM	Labor Hours:	Travel Hours:	Total Hours:	T/OT	Labor Rate	Amount
Date:	Tech:	Start:	AM PM	Stop:	AM PM						
Date:	Tech:	Start:	AM PM	Stop:	AM PM						

Sometimes one service call does not resolve all specific problems due to defective equipment or intermittent problems not present or which cannot be duplicated when our Service Technician is at your premises. Some equipment requires removal on one trip, in-house repair, and another trip for reinstallation. Charges will be made for each service call at rates in effect at time of service. We, therefore, cannot warrant solutions to all problems on one service call. Time "Arrived" and time "Departed" recorded by our Service Technician will be the guideline used in recordation of repair time and charges.

It is the customer's responsibility to audit and verify times recorded on the invoice by our Service Technician while he/she is on your premises. We cannot and will not alter any time charges billed after our Service Technician has left your premises.

			Subtotal Materials $
Mileage	@	$	Markup $
Subtotal Labor		$	Sales Tax $
Total Labor /Travel		$	Total Materials $

I understand & accept all terms & conditions as outlined on workorder.

X

PLEASE PAY BY INVOICE-TERMS NET 10 DAYS

Total Invoice

Visit us at www.servicestationsystems.com

AU-102
1800 POWELL ST.
EMERYVILLE,CA.94608
7074376210500l

OCT 1, 2013 5:19 PM

SYSTEM STATUS REPORT

ALL FUNCTIONS NORMAL

INVENTORY REPORT

T 1:REGULAR-1
VOLUME = 5464 GALS
ULLAGE = 4264 GALS
90% ULLAGE= 3291 GALS
TC VOLUME = 5420 GALS
HEIGHT = 50.29 INCHES
WATER VOL = 0 GALS
WATER = 0.00 INCHES
TEMP = 71.6 DEG F

T 2:REGULAR-2
VOLUME = 5507 GALS
ULLAGE = 4221 GALS
90% ULLAGE= 3248 GALS
TC VOLUME = 5465 GALS
HEIGHT = 50.59 INCHES
WATER VOL = 0 GALS
WATER = 0.00 INCHES
TEMP = 70.6 DEG F

T 3:PREMIUM
VOLUME = 2451 GALS
ULLAGE = 7277 GALS
90% ULLAGE= 6304 GALS
TC VOLUME = 2433 GALS
HEIGHT = 28.21 INCHES
WATER VOL = 0 GALS
WATER = 0.00 INCHES
TEMP = 70.5 DEG F

T 4:DIESEL
VOLUME = 5338 GALS
ULLAGE = 4390 GALS
90% ULLAGE= 3417 GALS
TC VOLUME = 5304 GALS
HEIGHT = 49.38 INCHES
WATER VOL = 0 GALS
WATER = 0.00 INCHES
TEMP = 74.2 DEG F

MANIFOLDED TANKS
INVENTORY TOTALS
REGULAR-1
REGULAR-2
VOLUME = 10971 GALS
PREMIUM = 10884 GALS

* * * * * END * * * * *

---- IN-TANK ALARM -----
T 3:PREMIUM
DELIVERY NEEDED
SEP 30, 2013 7:09 PM

AU-102
1800 POWELL ST.
EMERYVILLE,CA.94608
7074376210500l

SEP 30, 2013 7:10 PM

SYSTEM STATUS REPORT

T 3:DELIVERY NEEDED

Q 3:GROSS LINE FAIL

Q 3:PLLD SHUTDOWN ALARM

T 4:DIESEL
INVENTORY INCREASE

INCREASE START
OCT 1, 2013 1:23 AM

VOLUME = 2183 GALS
HEIGHT = 26.06 INCHES
WATER = 0.00 INCHES
TEMP = 75.3 DEG F

INCREASE END
OCT 1, 2013 1:38 AM

VOLUME = 5431 GALS
HEIGHT = 50.05 INCHES
WATER = 0.00 INCHES
TEMP = 74.1 DEG F

GROSS INCREASE= 3248
TC NET INCREASE= 3229

AU-102
1800 POWELL ST.
EMERYVILLE,CA.94608
7074376210500l

SEP 30, 2013 5:49 PM

SYSTEM STATUS REPORT

T 4:SUDDEN LOSS ALARM

Q 3:GROSS LINE FAIL

Q 3:PLLD SHUTDOWN ALARM

AU-102
1800 POWELL ST.
EMERYVILLE,CA.94608
7074376210500l

OCT 1, 2013 6:21 PM

SYSTEM STATUS REPORT

ALL FUNCTIONS NORMAL

INVENTORY REPORT

T 1:REGULAR-1
VOLUME = 5526 GALS
ULLAGE = 4402 GALS
90% ULLAGE= 3429 GALS
TC VOLUME = 5282 GALS
HEIGHT = 49.30 INCHES
WATER VOL = 0 GALS
WATER = 0.00 INCHES
TEMP = 71.7 DEG F

T 2:REGULAR-2
VOLUME = 5272 GALS
ULLAGE = 4456 GALS
90% ULLAGE= 3483 GALS
TC VOLUME = 5232 GALS
HEIGHT = 48.91 INCHES
WATER VOL = 0 GALS
WATER = 0.00 INCHES
TEMP = 70.8 DEG F

T 3:PREMIUM
VOLUME = 2308 GALS
ULLAGE = 7420 GALS
90% ULLAGE= 6447 GALS
TC VOLUME = 2290 GALS
HEIGHT = 27.07 INCHES
WATER VOL = 0 GALS
WATER = 0.00 INCHES
TEMP = 70.7 DEG F

T 4:DIESEL
VOLUME = 5339 GALS
ULLAGE = 4389 GALS
90% ULLAGE= 3416 GALS
TC VOLUME = 5304 GALS
HEIGHT = 49.38 INCHES
WATER VOL = 0 GALS
WATER = 0.00 INCHES
TEMP = 74.3 DEG F

MANIFOLDED TANKS
INVENTORY TOTALS

PRESSURE LINE LEAK ALARM
Q 3:DIESEL
GROSS LINE FAIL
SEP 30, 2013 12:12 PM

PRESSURE LINE LEAK ALARM
Q 3:DIESEL
PLLD SHUTDOWN ALARM
SEP 30, 2013 12:12 PM

AU-102
1800 POWELL ST.
EMERYVILLE,CA.94608
7074376210500l

OCT 1, 2013 8:00 AM

CSLD TEST RESULTS

OCT 1, 2013 8:00 AM

T 1:REGULAR-1
PROBE SERIAL NUM 189063

0.2 GAL/HR TEST
PER: OCT 1, 2013 PASS

T 2:REGULAR-2
PROBE SERIAL NUM 188854

0.2 GAL/HR TEST
PER: OCT 1, 2013 PASS

T 3:PREMIUM
PROBE SERIAL NUM 189076

0.2 GAL/HR TEST
PER: OCT 1, 2013 PASS

T 4:DIESEL
PROBE SERIAL NUM 188685

0.2 GAL/HR TEST
PER: OCT 1, 2013 PASS

PRESSURE LINE LEAK ALARM
Q 3:DIESEL
GROSS LINE FAIL
OCT 1, 2013 12:58 PM

PRESSURE LINE LEAK ALARM

AU-102
1800 POWELL ST.
EMERYVILLE,CA.94608
70743762105001

OCT 1, 2013 2:55 AM

SYSTEM STATUS REPORT

T 3:DELIVERY NEEDED

Q 3:GROSS LINE FAIL

Q 3:PLLD SHUTDOWN ALARM

INVENTORY REPORT

T 1:REGULAR-1
VOLUME = 3963 GALS
ULLAGE = 5765 GALS
90% ULLAGE= 4792 GALS
TC VOLUME = 3929 GALS
HEIGHT = 39.55 INCHES
WATER VOL = 0 GALS
WATER = 0.00 INCHES
TEMP = 72.2 DEG F

T 2:REGULAR-2
VOLUME = 4798 GALS
ULLAGE = 4930 GALS
90% ULLAGE= 3957 GALS
TC VOLUME = 4760 GALS
HEIGHT = 45.53 INCHES
WATER VOL = 0 GALS
WATER = 0.00 INCHES
TEMP = 71.3 DEG F

T 3:PREMIUM
VOLUME = 1057 GALS
ULLAGE = 8671 GALS
90% ULLAGE= 7698 GALS
TC VOLUME = 1046 GALS
HEIGHT = 15.98 INCHES
WATER VOL = 0 GALS
WATER = 0.00 INCHES
TEMP = 73.9 DEG F

T 4:DIESEL
VOLUME = 5431 GALS
ULLAGE = 4297 GALS
90% ULLAGE= 3324 GALS
TC VOLUME = 5397 GALS
HEIGHT = 50.04 INCHES
WATER VOL = 0 GALS
WATER = 0.00 INCHES
TEMP = 73.6 DEG F

MANIFOLDED TANKS
INVENTORY TOTALS
T 1:REGULAR-1
T 2:REGULAR-2
VOLUME = 8761 GALS
TC VOLUME = 8689 GALS

* * * * * END * * * * *

Tougeron, Christopher, Env. Health

From: Mark Able <Mark@servicestationsystems.com>
Sent: Wednesday, October 16, 2013 1:28 PM
To: John Ellis; Tougeron, Christopher, Env. Health
Subject: RE: 1800 Powell, Emeryville
Attachments: SKMBT_C552D13101601210.pdf

John,

Attached is a copy of the work orders you requested.

Please give me a call if you have any questions.

Mark Able
Service Station Systems, Inc.
SME Solutions, LLC
680 Quinn Avenue, San Jose, CA 95112
Mark@servicestationsystems.com
(408) 971-2445 Office
(408) 938-7101 Direct
(408) 221-6389 Cellular
(408) 640-3844 Nextel
(408) 213-6001 Fax

From: John Ellis [mailto:johne@vintnersdist.com]
Sent: Friday, October 11, 2013 4:06pm
To: Mark Able
Subject: FW: 1800 Powell, Emeryville

Mark can you help me to get clear copies of the work orders for the site work at 1800 Powell street on 9-30-2013 through 10-1 let me know thanks,

John Ellis

Maintenance Manager/**Au Energy, LLC.**

email johne@vintnersdist.com

Direct Number (510) 270-3418

Fax Number (510) 270-3418

Office Number (510) 657-9150 x3418

Cellular Phone Number (510) 600-5434

****

From: Tougeron, Christopher, Env. Health [mailto:Christopher.Tougeron@acgov.org]
Sent: Wednesday, October 09, 2013 7:56 AM
To: John Ellis
Cc: Sunny
Subject: RE: 1800 Powell, Emeryville

Mr. Ellis,

Thank you for submitting the documents. However I am unable to read the Service Station Systems work orders. Is there a way you can make a clear copy/pdf of the documents and resend them?

Thank you

Chris Tougeron
Senior Hazardous Materials Specialist
Alameda County Department of Environmental Health
1131 Harbor Bay Parkway, Alameda, CA 94502
510-567-6804
christopher.tougeron@acgov.org

From: John Ellis [mailto:johne@vintnersdist.com]
Sent: Wednesday, October 9, 2013 6:53 AM
To: Tougeron, Christopher, Env. Health
Cc: Sunny
Subject: 1800 Powell, Emermyville

Good morning Chris,
I have attached the letter that you requested during our last meeting. I am very close to having all the documents for you.

- Response letter
- Waste profile for disposal
- Bill of lading
- Work orders from Service Station Systems
- Emergency Response Agreement

- Veeder Root Read outs from 9-30 through

I am still working to get you the waste disposal records and the actual inventory reconciliation. It will be coming shortly

Can you let me know if I am missing anything else that you will need?

John Ellis

Maintenance Manager/**Au Energy, LLC.**

email johne@vintnersdist.com

Direct Number (510) 270-3418

Fax Number (510) 270-3418

Office Number (510) 657-9150 x3418

Cellular Phone Number (510) 600-5434

****

Service Station Systems, Inc.

680 Quinn Avenue
San Jose, CA 95112
(408) 971-2445 Fax (408) 971-0135
CA State Lic. No. 485184

Work Order #
1312643

Bill To: AM CONT
Brand Name: SHELL Station #: 102
Address: 1800 POWELL ST
City: EMERYVILLE

Date: 9/30/13
PO/ Release #: 30191
SSSI Ref. #: 655438
Assigned To: CHRIS A

Category: MONITORING	Component: SENSOR - FILD	Failure: ALARM- GROSS LINE
Item #: TANK #4 DIESEL	Note:	Action:

Part #:	Parts Description:	Qty:	Warranty/DOA	Price:	Amount

Notes: SET UP TO PULL DIESEL TURBIN, AFTER SEVERAL ATTEMPTS SOT TURBINE DOWN, ADVISED SUPERVISOR OF SITUATION, RESTED UP FOR ANOTHER ATTEMPT, STILL NOT ABLE TO EXTRACT TURBINE, STP MOTOR APPEARS TO SEIZE SLIGHTLY, TURBIN MOTOR STINGER

							Labor Hours:	Travel Hours:	Total Hours:	T/OT	Labor Rate	Amount
Date:	Tech:	Start:	AM PM	Stop:	AM PM							
Date:	Tech:	Start:	AM PM	Stop:	AM PM							

Category:	Component:	Failure:
Item #:	Note:	Action:

Part #:	Parts Description:	Qty:	Warranty/DOA	Price:	Amount

Notes: ALSO APPEARS TO BE BENT, WILL RETURN WITH CRANE TRUCK AND 0126/N - RJ X3 TURBINE MOTOR FOR DIESEL.

							Labor Hours:	Travel Hours:	Total Hours:	T/OT	Labor Rate	Amount
Date: 9/30	Tech: CHRIS A	Start: 1015	AM PM	Stop: 200	AM PM		3.25	1.25	4.50	T		
Date:	Tech:	Start:	AM PM	Stop:	AM PM							

Sometimes one service call does not resolve all specific problems due to defective equipment or intermittent problems not present or which cannot be duplicated when our Service Technician is at your premises. Some equipment requires removal on one trip, in-house repair, and another trip for reinstallation. Charges will be made for each service call at rates in effect at time of service. We, therefore, cannot warrant solutions to all problems on one service call. Time "Arrived" and time "Departed" recorded by our Service Technician will be the guideline used in recordation of repair time and charges.

It is the customer's responsibility to audit and verify times recorded on the invoice by our Service Technician while he/she is on your premises. We cannot and will not alter any time charges billed after our Service Technician has left your premises.

	Subtotal Materials $
Mileage @ $	Markup $
Subtotal Labor $	Sales Tax $
Total Labor /Travel $	Total Materials $

I understand & accept all terms & conditions as outlined on workorder.

X

RECD OCT 0 8 2013

PLEASE PAY BY INVOICE-TERMS NET 10 DAYS

Total Invoice

Visit us at www.servicestationsystems.com

Service Station Systems, Inc.

680 Quinn Avenue
San Jose, CA 95112
(408) 971-2445 Fax (408) 971-0135
CA State Lic. No. 485184

Work Order #
1301613

Bill To: AU Com
Date: 9-30-13
Brand Name: Shell Station #: 102
PO/ Release #: 30191
Address: 1800 Powell St
SSSI Ref. #: 6555438
City: Emeryville AV 94608
Assigned To: Alex

Category:	Component:	Failure: NEED
Item #:	Note:	Action:

Part #:	Parts Description:	Qty:	Warranty/DOA	Price:	Amount
Kit, Check Valve w/Spring 01249N / 144-183-5	RJ	1			
Assy, Funotional Element 01254N / 323-001-5	RJ	1			
Swiftcheck, PLLD 01439N / 331014-001	VR	1	Serial # LE261357		

Notes: on site 93 Gross Line FAil PLLD shutdown ALARM PSI 0.0 checked SWIFTcheck AND Functional Found Bug inside SWIFTcheck AND Sucked in, The check VALVE And Spring And Functional Element damage worn Retest Failing call John S check wire

	Labor Hours:	Travel Hours:	Total Hours:	T/OT	Labor Rate	Amount
Date: 9-30 Tech: Alex B Start: 2:00 AM PM Stop: 6:30 AM PM	4.50	2.25	6.75	T		
Date: 9-30 Tech: Eric A Start: 2:00 AM PM Stop: 6:30 AM PM	4.50	2.25	6.75	T		

Category:	Component:	Failure:
Item #:	Note:	Action:

Part #:	Parts Description:	Qty:	Warranty/DOA	Price:	Amount

Notes: P1 AND PO still not PASSing CALL Rod Brown DIESEL down.

	Labor Hours:	Travel Hours:	Total Hours:	T/OT	Labor Rate	Amount
Date: Tech: Start: AM PM Stop: AM PM						
Date: Tech: Start: AM PM Stop: AM PM						

Sometimes one service call does not resolve all specific problems due to defective equipment or intermittent problems not present or which cannot be duplicated when our Service Technician is at your premises. Some equipment requires removal on one trip, in-house repair, and another trip for reinstallation. Charges will be made for each service call at rates in effect at time of service. We, therefore, cannot warrant solutions to all problems on one service call. Time "Arrived" and time "Departed" recorded by our Service Technician will be the guideline used in recordation of repair time and charges.

It is the customer's responsibility to audit and verify times recorded on the invoice by our Service Technician while he/she is on your premises. We cannot and will not alter any time charges billed after our Service Technician has left your premises.

			Subtotal Materials $
Mileage	@	$	Markup $
Subtotal Labor		$	Sales Tax $
Total Labor /Travel		$	Total Materials $

I understand & accept all terms & conditions as outlined on workorder.

X

REC'D OCT 0 1 2013

PLEASE PAY BY INVOICE-TERMS NET 10 DAYS

Total Invoice

Visit us at www.servicestationsystems.com

ABLE Maintenance Inc.

3224 Regional Parkway • Santa Rosa, CA 95403
(707) 545-5522 • Fax (707) 545-5515
General Contractor #312844

TIME & MATERIAL INVOICE

Location No. _____

Cost Element _____

To _____

Contractor Invoice/Job No. 655438 Date 10/1/13

Work Auth. by _____

Phone _____ Code _____

Atten. _____

P.O./Release No. _____

Location Shell 1800 Powell St. (Street) Emeryville (City) (State) (Zip)

Work to be Performed Remove turbin, end down & Replace with new x3. Remove fuel from line

No.	Materials	Amount	No.	Equipment	Amount
	x3 turbin			Confined space	
	RJ wire harness			crane	
	RJ conduit oring				
	RJ manifold flage ORing				
	RJ Packer oring				
	RJ Rubber Plug wires				
				Out Labor:	

HOURS

Date	Labor	Labor	Travel	Total	Rate	Amount
10/1	Kelly - 5am - 4pm					
10/1	Tony - 5am - 4:30					

Labor Cost	
Materials Cost	
Sales Tax	
Equipment	
Miscellaneous	
TOTAL COST	

Completed by Kelly [signature] Date 10/1/13

Acknowledgement of Completion _____ (Contractor-Foreman) Date _____

_____ (Owner-Representative)

_____ (Please Print)

ATTENTION: SUBJECT TO ALL TERMS AND CONDITIONS LISTED ON REVERSE SIDE.

Tougeron, Christopher, Env. Health

From: jeremy.wilson@us.bureauveritas.com
Sent: Friday, October 4, 2013 1:45 PM
To: Tougeron, Christopher, Env. Health
Cc: john.werfal@us.bureauveritas.com; johne@vintnersdist.com
Subject: COC and sample locations-1800 1/2 Powell Street, Emeryville
Attachments: SKMBT_C28413100413390.pdf

Hello Chris,

As requested, please see the attached chain of custody associated with the two confirmation soil samples collected today under your oversight. Upon receipt, we will provide the analytical results as requested. Please let me know if you have any questions or concerns.

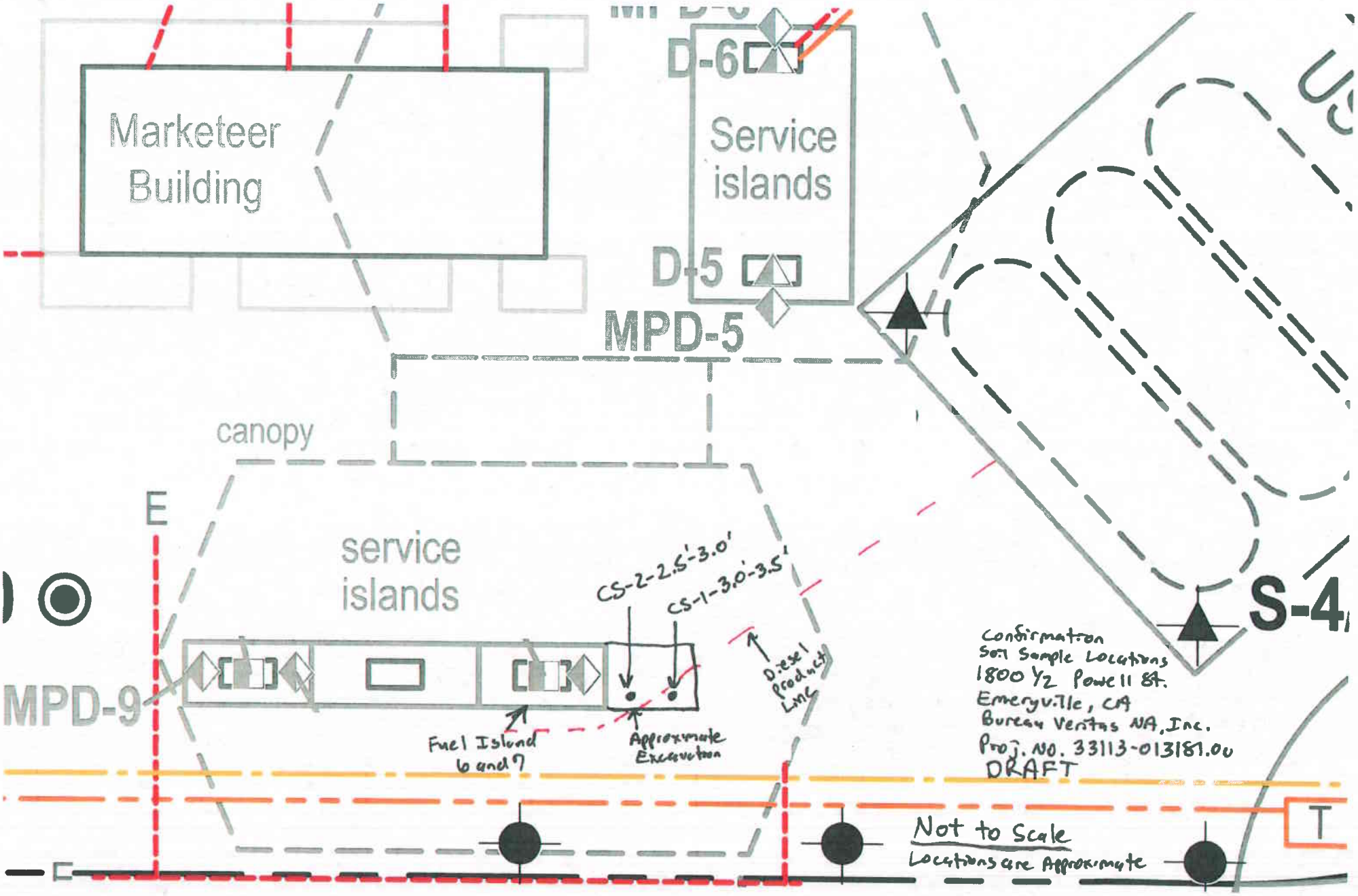
Regards,

Jeremy V. Wilson, C.S.S.T., R.E.P.A.
Environmental Consultant II
Bureau Veritas North America, Inc.
Health, Safety, and Environmental Services
2430 Camino Ramon, Suite # 122 San Ramon, CA 94583

p: 925-498-6518, c: 925-260-3108, f: 925-426-0106
jeremy.wilson@us.bureauveritas.com
www.us.bureauveritas.com

BUREAU VERITAS
ISO 9001 : 2008 Certified

(See attached file: SKMBT_C28413100413390.pdf)


Marketeer Building
D-6
Service islands
D-5
MPD-5
canopy
E
service islands
MPD-9
CS-2-2.5'-3.0'
CS-1-3.0'-3.5'
Diesel product Line
Fuel Island 6 and 7
Approximate Excavation
S-4
Confirmation Soil Sample Locations
1800 ½ Powell St.
Emeryville, CA
Bureau Veritas NA, Inc.
Proj. No. 33113-013181.00
DRAFT
Not to Scale
Locations are Approximate
T

TestAmerica
THE LEADER IN ENVIRONMENTAL TESTING

TESTAMERICA Pleasanton Chain of Custody
1220 Quarry Lane • Pleasanton CA 94566-4756
Phone: (925) 484-1919 • Fax: (925) 600-3002

Reference #: 149080

Date 10-4-13 Page 1 of 1

Report To

Attn: John Werfal + Jeremy Wilson
Company: Bureau Veritas NA, Inc
Address: 2430 Camino Ramon
Email: john.werfal@us.bureauveritas.com
Bill To: Jeremy.Wilson@ Sampled By: J. Wilson
Attn: Phone: 925-498-6518

Analysis Request

Sample ID	Date	Time	Matrix	Preserv	Volatile Organics GC/MS (VOCs) ☐ EPA 8260B	HVOCs by ☐ EPA 8260B	EPA 8260B: ☐ Gas ☒ BTEX ☐ 5 Oxygenates ☐ EDB ☐ Ethanol + EDC	TEPH EPA 8015B ☒ Silica Gel ☒ Diesel ☐ Motor Oil ☐ Other	SemiVolatile Organics GC/MS ☐ EPA 8270C	PNA/PAH's by ☐ 8270C ☐ 8270C SIM	Oil and Grease (EPA 1664/9071) ☐ Petroleum ☐ Total	Pesticides ☐ EPA 8081 PCBs ☐ EPA 8082	CAM17 Metals (EPA 6010/7470/7471)	Metals: ☐ 6010B ☐ 200.7 ☐ Lead ☐ LUFT ☐ RCRA ☐ Other:	Metals: ☐ 6020 ☐ 200.8 (ICP-MS):	☐ W.E.T (STLC) ☐ W.E.T (DI) ☐ TCLP	Hex. Chrom by ☐ EPA 7196 ☐ or EPA 7199	pH ☐ 9040 ☐ SM4500	☐ Spec. Cond. ☐ Alkalinity ☐ TSS ☐ SS ☐ TDS	Anions: ☐ Cl ☐ SO_4 ☐ NO_3 ☐ F ☐ Br ☐ NO_2 ☐ PO_4	☐ Perchlorate by EPA 314.0	COD ☐ EPA 410.4 ☐ SM5220D ☐ Turbidity			Number of Containers
CS-1-3.0-3.5	10-4-13	805	S	—			X	X																		2
CS-2-2.5-3.0	10-4-13	815	S	—			X	X																		2

RUSH

Project Info

Project Name: 1800 Y2 Powell Emeryville CA
PO#:
Credit Card Y/N:

Sample Receipt

of Containers: 2
Head Space:
Temp: 11.4°C
If yes, please call with payment information ASAP

TAT: 10 Day | 5 Day | 4 Day | 3 Day | 2 Day | 1 Day | Other: 48hr Rush

Report: ☐ Routine ☐ Level 3 ☐ Level 4 ☐ EDD ☐ EDF
Special Instructions / Comments: ☐ Global ID

See Terms and Conditions on reverse

1) Relinquished by:	2) Relinquished by:	3) Relinquished by:
Signature: [signature] Time: 1052	Signature: Time:	Signature: Time:
Printed Name: Jeremy Wilson Date: 10-4-13	Printed Name: Date:	Printed Name: Date:
Company: Bureau Veritas	Company:	Company:

1) Received by:	2) Received by:	3) Received by:
Signature: [signature] Time: 1052	Signature: Time:	Signature: Time:
Printed Name: Mulley Date: 10-4-13	Printed Name: Date:	Printed Name: Date:
Company: [signature]	Company:	Company:

Rev.10/2012

TABLE #2
REVISED 21 NOVEMBER 2003

RECOMMENDED MINIMUM VERIFICATION ANALYSES FOR UNDERGROUND TANK LEAKS

HYDROCARBON LEAK	SOIL ANALYSIS (SW-846 METHOD)		WATER ANALYSIS (Water/Waste Water Method)	
Gasoline (Leaded and Unleaded)	TPHG	8015M or 8260	TPHG	8015M or 524.2/624 (8260)
	BTEX	8260	BTEX	524.2/624 (8260)
	EDB and EDC	8260	EDB and EDC	524.2/624 (8260)
	MTBE, TAME, ETBE, DIPE, TBA, and EtOH by 8260 for soil and 524.2/624 (8260) for water			
	TOTAL LEAD	AA	TOTAL LEAD	AA
		--Optional--		
	Organic Lead	DHS-LUFT	Organic Lead	DHS-LUFT
Unknown Fuel	TPHG	8015M or 8260	TPHG	8015M or 524.2/624 (8260)
	TPHD	8015M or 8260	TPHD	8015M or 524.2/624 (8260)
	BTEX	8260	BTEX	524.2/624 (8260)
	EDB and EDC	8260	EDB and EDC	524.2/624 (8260)
	MTBE, TAME, ETBE, DIPE, TBA, and EtOH by 8260 for soil and 524.2/624 (8260) for water			
	TOTAL LEAD	AA	TOTAL LEAD	AA
		--Optional--		
	Organic Lead	DHS-LUFT	Organic Lead	DHS-LUFT
Diesel, Jet Fuel, Kerosene, and Fuel/Heating Oil	TPHD	8015M or 8260	TPHD	8015M or 524.2/624 (8260)
	BTEX	8260	BTEX	524.2/624 (8260)
	EDB and EDC	8260	EDB and EDC	524.2/624 (8260)
	MTBE, TAME, ETBE, DIPE, TBA, and EtOH by 8260 for soil and 524.2/624 (8260) for water			
Chlorinated Solvents	CL HC	8260	CL HC	524.2/624 (8260)
	BTEX	8260 or 8021	BTEX	524.2/624 (8260) or 502.2/602 (8021)
	1,4-Dioxane	8270M	1,4-Dioxane	8270M
Non-chlorinated Solvents	TPHD	8015M or 8260	TPHD	8015M or 524.2/624 (8260)
	BTEX	8260 or 8021	BTEX	524.2/624 (8260) or 502.2/602 (8021)
Waste, Used, or Unknown Oil	TPHG	8015M or 8260	TPHG	8015M or 524.2/624 (8260)
	TPHD	8015M or 8260	TPHD	8015M or 524.2/624 (8260)
	O&G	9070	O&G	418.1
	BTEX	8260	BTEX	524.2/624 (8260)
	CL HC	8260	CL HC	524.2/624 (8260)
	1,4-Dioxane	8270M	1,4-Dioxane	8270M
	EDB and EDC	8260	EDB and EDC	524.2/624 (8260)
	MTBE, TAME, ETBE, DIPE, TBA, and EtOH by 8260 for soil and 524.2/624 (8260) for water			
	METALS (Cd, Cr, Pb, Ni, Zn) by ICAP or AA for soil water			
	PCB*, PCP*, PNA, CREOSOTE by 8270 for soil and 524/625 (8270) for water			
	* If found, analyze for dibenzofurans (PCBs) or dioxins (PCP)			

NOTES:

1. 8021 replaces old methods 8020 and 8010
2. 8260 replaces old method 8240
3. Reference: Table B-1 in Appendix B of "Expedited Site Assessment Tools for Underground Storage Tank Sites: A Guide for Regulators" (EPA 510-B-97-001).

WALTON ENGINEERING, INC.

UST TANK AND LINE TEST NOTIFICATION

Test Date: October 4, 2013 at 1:00 p.m.

To: (CUPA)

Alameda County Environmental Health
Attn: Tank Team
1131 Harbor Parkway, Suite 240
Alameda, CA 94502

*** Via Fax *** 510-337-9335

Facility:

AUE #102 - Powell Shell
Attn: Site Manager
1800 1/2 Powell Street
Emeryville, CA 94608

*** Via Email *** Michael.Sprifke@Copart.Com

To: (Water Resources Control Board)

Division of Water Quality
Attn: OTTL
P.O. Box 2231
Sacramento, CA 95812

*** Via Fax *** 916-341-5808

Owner:

AU Energy, LLC
Attn: Sunny Goyal
41805 Albrae Street
Fremont, CA 94538

Type of Testing

- [ ] Tanks
- [X] Lines CofC Retest

We have scheduled tank and / or line testing, as indicated above.

If this is not convenient for you please contact:

Dulcinea Covan
916-373-1166
Compliance@WaltonEngineering.Com

cc: AU Energy, LLC

Notification Date: October 3, 2013

WALTON ENGINEERING, INC.

UST
PAGE
5

Alameda County
OCT 17 2013
Environmental Health

TRANSMITTAL OF UST TANK AND LINE RESULTS

Test Date: October 4, 2013 at 1:00 p.m.

To: (CUPA)

Alameda County Environmental Health
Attn: Tank Team
1131 Harbor Parkway, Suite 240
Alameda, CA 94502

Facility:

AUE #102 - Powell Shell
Attn: Site Manager
1800 1/2 Powell Street
Emeryville, CA 94608

To: (Water Resources Control Board)

Division of Water Quality
Attn: OTTL
P.O. Box 2231
Sacramento, CA 95812

Owner:

AU Energy, LLC
Attn: Sunny Goyal
41805 Albrae Street
Fremont, CA 94538

Type of Testing

- [ ] Tanks
- [X] Lines

Enclosed are the results of the testing we performed on the above date.

For questions regarding this report please contact:

Dulcinea Covan
916-373-1166
Compliance@WaltonEngineering.Com

For technical questions please contact:

Richard S. Walton
916-825-3203

cc: AU Energy, LLC

WALTON ENGINEERING, INC.

TANK AND LINE TEST RESULT SUMMARY

TEST DATE: October 4, 2013

1. FACILITY

Name	AUE #102 - Powell Shell
Address	1800 1/2 Powell Street, Emeryville, CA 94608
Contact	Site Manager

2. OWNER

Name	AU Energy, LLC
Address	41805 Albrae Street, Fremont, CA 94538
Contact	Sunny Goyal

3. TESTING CONTRACTOR

Name	Walton Engineering, Inc.	Lic #	617238 A, B, Haz
Address	P.O. Box 1025, West Sacramento, CA 95691	Phone #	916-373-1166
Contact	Dulcinea Covan	Fax #	916-373-1173

4. TEST TECHNICIAN

Name	Ryan Powell	OTTL Lic #	04-1690
Address	P.O. Box 1025, West Sacramento, CA 95691	Phone #	916-373-1166
Assistant(s)	Mike Hills		

5. SUMMARY OF TEST RESULTS

Tanks	Results

Lines		Results
Line #3	Diesel	PASS

6. COMMENTS

7. Inspector(s) Present

CUPA Inspector	None
SWRCB Inspector	None

8. CERTIFICATION

I declare under penalty of perjury that I am a licensed tank tester in the State of California and that the information contained in this report is true and correct to the best of my knowledge.

Technician Signature	License number	Date
Ryan Powell	04-1690	October 4, 2013

WALTON ENGINEERING, INC.

PRODUCT LINE TESTING DATA SHEET

ESTABROOK'S Systems & Training for the Petroleum Industry

Facility:	AUE #102 - Powell Shell	Test Equipment Used:	EZY Product Line Tester
Address:	1800 1/2 Powell Street, Emeryville, CA 94608	Test Method By:	Manufacturer
Test Date:	October 4, 2013	Test Pressure Used:	50 psi [1½ x Operating Pressure]

Line #:	3	Product:	Diesel	Diameter:	2
Manufacturer:	Ameron	Material:	FRP	Leak Detector	Yes

Monitor Mode:

Time Start	Time End	Elapsed Time	Test Level Start	Test Level End	Change in Level	Conversion Factor	Gain/(Loss) [Gallons]	Rate [G.P.H.]
12:43 PM	12:58 PM	0:15	34	32	-2	0.0037	-0.0074	-0.0296
12:58 PM	1:13 PM	0:15	32	30	-2	0.0037	-0.0074	-0.0296
1:13 PM			30					

Test Mode:

Time Start	Time End	Elapsed Time	Test Level Start	Test Level End	Change in Level	Conversion Factor	Gain/(Loss) [Gallons]	Rate [G.P.H.]
1:13 PM	1:28 PM	0:15	30	28	-2	0.0037	-0.0074	N/A
1:28 PM	1:43 PM	0:15	28	26	-2	0.0037	-0.0074	N/A
		0:00	30	26	-4	0.0037	-0.0148	-0.0148

PASS

Comments: