

RO 298

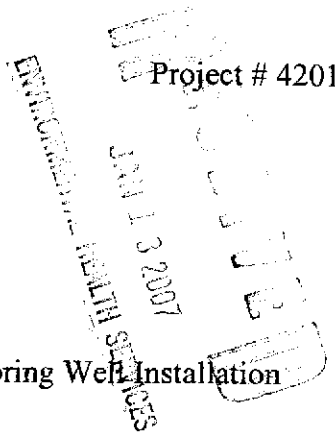


Customer-Focused Solutions

January 15, 2007

Project # 42014511

City Engineer
Community and Economic Development Agency
250 Frank H. Ogawa Plaza, 2nd floor
Oakland, CA 94612



RE: Request for Encroachment Permit for Groundwater Monitoring Well Installation
76 Service Station #4625
3070 Fruitvale Avenue
Oakland, California, Alameda County

Dear City Engineer:

On behalf of ConocoPhillips Company (ConocoPhillips), TRC is requesting an encroachment permit for the installation and ongoing monitoring, sampling, and maintenance of two new groundwater monitoring wells to provide additional data for the ongoing investigation associated with the 76 Service Station (the Site) located at 3070 Fruitvale Avenue in Oakland, California. This request is being made to complete the work proposed in TRC's Additional Groundwater Investigation Work Plan-Revised, dated November 3, 2005 and Hydropunch Groundwater Investigation Report, dated April 14, 2006.

TRC would request that the encroachment permit include approval for the installation of two groundwater monitoring wells as shown on the attached figure. Furthermore, the permit would also included access to those wells for ongoing quarterly groundwater monitoring and sampling, and for any periodic maintenance that may be required. The groundwater monitoring wells need to be located along the sidewalk, as shown on the figure, because buried utilities along the west side of Fruitvale Avenue do not allow for their installation within the parking or traffic lanes on the west side of Fruitvale Avenue.

The initial monitoring well installation will take approximately 2 to 4 days to complete (including monitoring well development which is a separate event). Following well installation, the wells will be monitored and sampled on a quarterly basis, which should take approximately 2 hours per well each quarter. Any periodic maintenance of the wells will be completed in a timely manner as soon as TRC has been made aware of the need.

If you have any questions or require any additional information regarding issuing an encroachment permit for the installation of the two groundwater monitoring wells, please call Keith Woodburne at (925) 688-2488.



Request for Encroachment Permit for Groundwater Monitoring Well Installation

76 Service Station #4625, Oakland, California

January 15, 2007

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Sincerely,

TRC



Keith Woodburne, P.G.

Senior Project Manager

Attachments:

Figure 1 - Site Plan

Well Box Cover and Installation Specifications

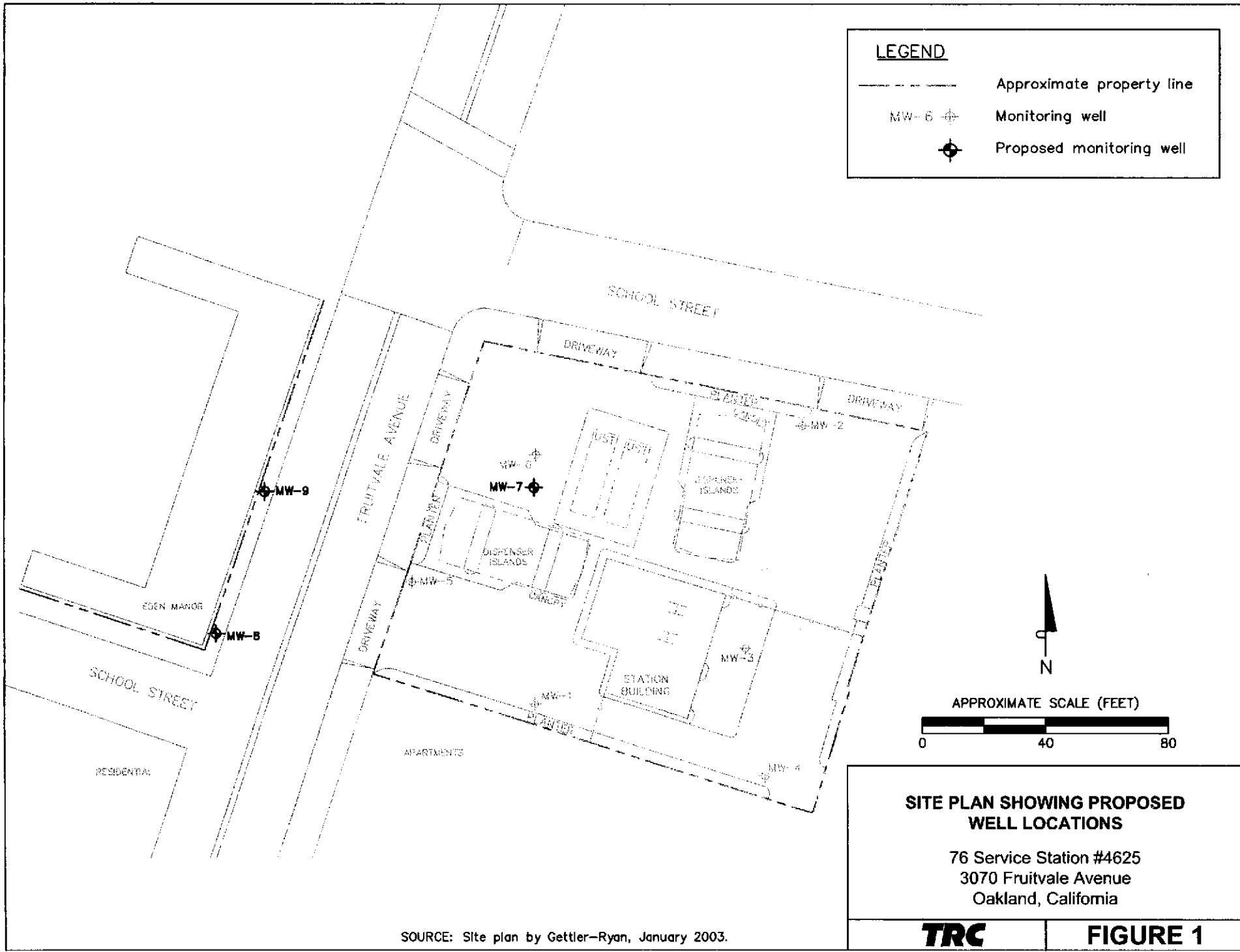
Grant Deed

Certificate of Liability Insurance

Permit Fee's

cc: Shelby Lathrop, ConocoPhillips (electronic upload only)
Don Hwang, ACHCS

TRC

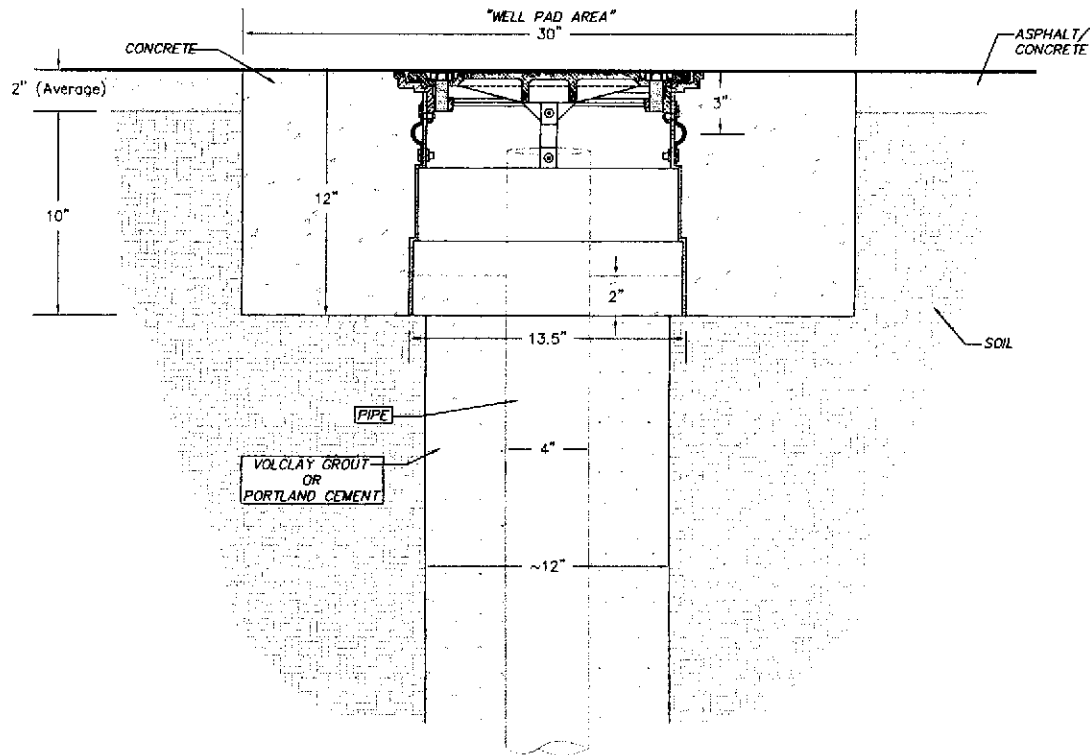


SOURCE: Site plan by Gettler-Ryan, January 2003.

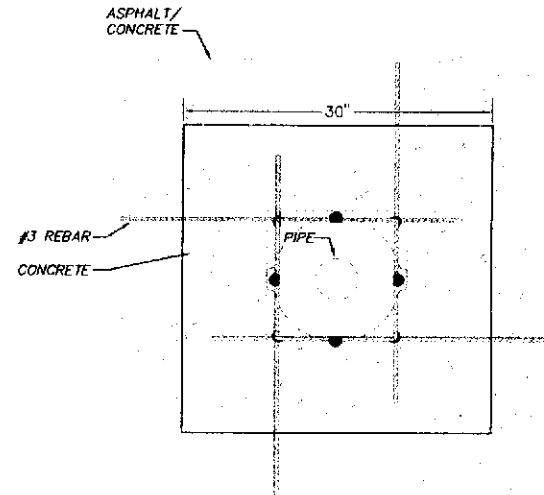
TRC

FIGURE 1

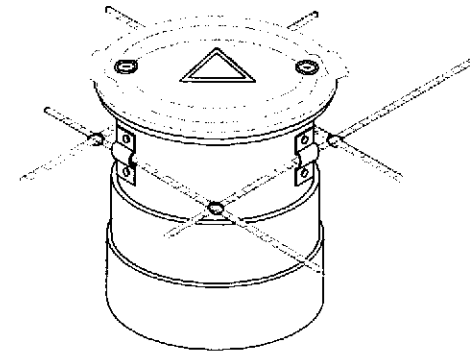
CROSS SECTION



PLAN VIEW



REBAR DETAIL



PROJECT: ConocoPhillips	TITLE: WELL BOX INSTALLATION	
FACILITY: General	CROSS SECTION, PLAN VIEW	
TRC		
DATE: 12/15/05 REV. 1	SHEET: 1 of 1	DRAWING No. 1
		A

PS 1:1

COMMONWEALTH TITLE CO.

RECORDING REQUESTED BY AND WHEN RECORDED MAIL THIS DEED AND MAIL TAX STATEMENTS TO:

Mr. Kham Van Thai
3070 Fruitvale Avenue
Oakland, CA 94602

51003-003723

TTA
3500 GA
H
M



2003634461 10/24/2003 08:31 AM
OFFICIAL RECORDS
PATRICK O'CONNELL
RECORDING FEE: 48.25
COUNTY TAX: 231.80
CITY TAX: 1,349.00



CORPORATION GRANT DEED
(Special Warranty)

THE UNDERSIGNED GRANTOR DECLARES

DOCUMENTARY TRANSFER TAX IS \$ 831.60 City Tax

X computed on full value of property conveyed, or
 computed on full value less value of liens or
 encumbrances remaining at time of sale
 unincorporated area: X City of Alameda, and

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, CONOCOPHILLIPS COMPANY, a Delaware corporation, successor by merger to Tosco Corporation, a Nevada corporation ("Grantor"), hereby GRANTS to JAMEE, INC., a California corporation ("Grantee"), that certain real property in the County of Alameda, State of California, described on Exhibit "A" attached hereto and by this reference made a part hereof, together with all rights, privileges, easements, hereditaments and appurtenances pertaining to such real property, including any and all improvements and fixtures currently attached to and located thereon, but excluding all gasoline storage tanks, gasoline station and gasoline dispensing equipment (collectively, the "Property").

TO HAVE AND TO HOLD the Property, together with all and singular, the rights and appurtenances thereto in anywise belonging unto the Grantee, its successors and assigns forever; and the Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend, all and singular, the Property unto the Grantee, its successors and assigns, against all acts of the Grantor and none other, and except as to those items to which this Corporation Grant Deed is above made subject.

EXECUTED this 14th day of October, 2003.

Grantor: CONOCOPHILLIPS COMPANY
By: Paul F. Murphy
Name: Paul F. Murphy
Its: Assistant Secretary

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/28/06

PRODUCER
Ames & Gough, Inc.
859 Willard Street
Suite 320
Quincy, MA 02169
Marguerite Lovell

1-617-328-6555

INSURED
TRC Solutions, Inc.
21 Technology Drive
Irvine, CA 92618

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.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: American International Specialty Lines	
INSURER B: Twin Cities Fire Insurance Company	
INSURER C: Hartford Insurance Company of the	
INSURER D: Commerce & Industry Insurance Company	
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 PERSIST, 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 ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
D	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC	GL 7168709	07/01/06	07/01/07	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$1,000,000
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Comp. Ded. \$1,000 <input checked="" type="checkbox"/> Coll. Ded. \$1,000	CA 7168887 TX CA 7168888 MA CA 7168886 A/O	07/01/06	07/01/07	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$	UMB 7168710	07/01/06	07/01/07	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? INCL EXCL If yes, describe under SPECIAL PROVISIONS below	20WN MF5434 A/O	07/01/06	07/01/07	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
C		20WB RMF5433 WI	07/01/06	07/01/07	E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	OTHER Contractors Oper Prof Lia	3778255	07/01/06	07/01/07	Per Claim/Aggr 1M/1M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 The City of Oakland, its officers, directors, employees, officials and volunteers are listed as Additional Insured under General Liability, Excess Liability and Automobile Liability, where required by written contract. A waiver of subrogation in favor of the Additional Insured shall apply and insurance shall be primary and non-contributory, where required by written contract.

CERTIFICATE HOLDER	CANCELLATION
City of Oakland 250 Frank H. Ogawa Plaza Suite 4314 Oakland, CA 94612	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, AND BY REGISTERED MAIL TO THE ADDRESS OF THE POLICY OR TO THE ADDRESS OF ANY OTHER ADDRESS SHOWN ON THIS CERTIFICATE OR TO THE ADDRESS OF ANY AGENT OR BROKER. AUTHORIZED REPRESENTATIVE <i>Marguerite Lovell</i>

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

POLICY NUMBER: GL 7168709

COMMERCIAL GENERAL LIABILITY

INSURED: TRC Solutions, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED —
STATE OR POLITICAL SUBDIVISIONS - PERMITS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

State or Political Subdivision:

City of Oakland

250 Frank H. Ogawa Plaza
Suite 4314
Oakland, CA 94612

USA

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement)

Section II - Who Is An Insured is amended to include as an insured any state or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
2. This insurance does not apply to:
 - a. "Bodily injury," "property damage," "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - b. "Bodily injury" or "property damage" included within the "products-completed operations hazard."

INVOICE NUMBER	DATE	VOUCHER NO.	AMOUNT
CON_702030	1/16/2007	42014511/20100/4100 Encroachment permit fees	\$937.51

THIS DOCUMENT HAS VISIBLE FIBERS DISCERNIBLE FROM BOTH SIDES AND A TRUE DOCUCHECK™ WATERMARK

TRC Companies, Inc.

21 TECHNOLOGY DRIVE
IRVINE, CALIFORNIA 92618
(949) 753-0101

Bank of America



16-66/1220

010096

1/16/2007

PAY *****937***** DOLLARS AND *****51***** CENTS

TWO SIGNATURES REQUIRED
IF OVER \$10,000
VOID AFTER 180 DAYS

Linda M Davis

AUTHORIZED SIGNATURE

TO THE
ORDER
OF

City of Oakland
250 Frank H. Ogawa Plaza
Oakland, CA 94612

⑈010096⑈ ⑆122000661⑆ 25192⑈41849⑈