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Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Jenine Lindsey, Interim General Counsel

Meeting Date January 24, 2024

Subject License and Right of Entry Agreement for Westlaw Middle School

Ask of the Board Approval by the Board to grant a license to Masri Investment Corporation to temporarily enter certain areas of Westlake Middle School to investigate soil, soil gas and groundwater. The license will be granted through September 30, 2024 unless the work is completed before that date.

Background The license is being granted because the work was requested by the San Francisco Bay Regional Water Quality Control Board. The work needs to be completed in order to determine whether subsurface contamination poses a threat to human health at Westlake Middle School through the vapor intrusion pathway.

Discussion The work will consist of the installation of three groundwater sampling wells at two different locations and a One-time grab groundwater sampling at one location. Most of the initial installation work should be completed within 2-3 days with supporting development and sampling spanning about a one and half week time period. The Water Board may later request additional evaluation of potential volatile organic compounds on the License Area. Any such further evaluation will be conditioned on the consent of the district. Additional periodic sampling will depend on Water Board requirements. Masri Investment Corporation is only authorized to perform the work when students are not present such as on weekends and breaks.

Fiscal Impact N/A

Attachment(s)

- License and Right of Entry Agreement, including Exhibit A, Map of License Area/Description of Work

**LICENSE AND RIGHT OF ENTRY AGREEMENT
(WESTLAKE MIDDLE SCHOOL)**

This License And Right Of Entry Agreement (“**License**”) is entered into by and between **Masri Investment Corporation** (“**Licensee**”) and the **Oakland Unified School District** (“**District**”) (Licensee and District may be individually referred to herein as a “**Party**”; Licensee and District may be collectively referred to herein as the “**Parties**”), in reference to the following facts:

RECITALS

1. The District is the owner of Westlake Middle School, located at 2629 Harrison Street, Oakland, California, which includes parking areas adjacent to the buildings located at that school (“**Site**”).
2. Licensee now desires to temporarily enter that certain portion of the Site (“**License Area**”) for the purpose, at its sole cost, of investigating soil, soil gas and groundwater as indicated in **Exhibit A** (“**Project**”), in strict accordance with the terms and conditions set forth herein. A map of the License Area is attached hereto as part of **Exhibit A**.

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

1. **Grant of License and Right of Entry.** The District hereby grants and conveys to the Licensee, and Licensee hereby accepts the grant of, a nonexclusive, limited license and right of entry to the License Area for the sole purpose of the Licensee to perform the Work, as defined in Exhibit A, on the Project from 8:00 a.m. - 5:00 p.m. only on such specific dates and times to be agreed to by the Parties in writing in advance of such Work or with the same notice that the Licensee receives from the Water Board or other applicable agency, whichever period of time is greater, and with all Work to be performed on weekends or days when no classes are in session at the Site. The License is for Licensee, its employees, authorized agents, contractors, subcontractors, and engineers, to enter and pass onto the License Area to perform the Work. The License shall be used for no other purpose without the prior written consent of District, which consent may be granted, withheld, or conditioned in the sole and absolute discretion of the District.
 - 1.1. The Parties agree that Licensee is only permitted to access the Site when school is not in session (e.g., weekends, Holiday Break, Spring Break, Summer Break, etc.), and that District employees will only have limited if any contact with Licensee’s employees or subconsultants.
 - 1.2. All costs associated with the Work and/or with this License shall be the responsibility of Licensee.
 - 1.3. Licensee understands that the operation of the Licensee’s activities on the License Area are secondary to the District’s educational program and no part of the Licensee’s operation shall be disruptive, as reasonably determined by District, to the District’s educational program on the Site and/or the License Area.
 - 1.4. Licensee shall take all reasonable efforts to perform the Work without traveling or encroaching on the Site other than such area expressly permitted herein, as necessary for the Project. Licensee shall not utilize or access any other portion of the Site that is not designated as part of the License Area.
 - 1.5. Licensee shall take all reasonable efforts to perform the Work without traveling or encroaching on the neighboring church property adjacent to the Site, which is not owned by the District.
 - 1.6. Licensee shall take reasonable steps to insure that the pupils, faculty, and the general public are excluded from the License Area while the Work is being conducted.
 - 1.7. At all times during the Term of this License, all means of ingress, egress, and emergency exit pathways shall remain a continuous and unobstructed means of access to a public way.

2. **Term of License.** The Parties agree that this License shall remain in effect through September 30, 2024 or until any of the following occurs, whichever occurs earliest: (a) completion of the Work; (b) termination of this License by either Party, or (c) change in ownership of the Site.
- 2.1. **Termination by a Party.** The Parties agree that this License may be terminated at any time, with or without cause, by either Party upon thirty (30) days' written notice to the other Party.
- 2.2. **District's Site: Change in Ownership.** The Parties agree that this License shall terminate upon any change in ownership of the Site. Following that termination, Licensee acknowledges that Licensee must enter into a new license and right of entry agreement with the new owner(s) of the Site.
3. **No Easement.** This License does not grant the Licensee a possessory right, easement, or other real property interest with respect to the Site or License Area.
4. **Performance of Work.** Licensee shall perform all Work related to the Project. Licensee shall comply with all applicable laws, rules, regulations, and ordinances, and District Board Policies, Administrative Regulations, and procedures, when performing the Work and shall ensure that all Work is performed by licensed contractors. District is in no way responsible to perform any Work related to the Project.
5. **Test Results.** Licensee shall share with the District the results of all tests conducted by Licensee and/or on Licensee's behalf including, but not limited to, results from soil, soil gas, and groundwater testing.
6. **Renewal.** Upon expiration of the term of this License, the License may be renewed only by a written, mutually executed agreement of the Parties.
7. **Mutual Cooperation.** During the term of this License, Licensee, its authorized agents, contractors, engineers, and subcontractors shall have the right to enter upon the License Area on the days and at the times detailed herein to perform any and all activities as may reasonably be necessary or desirable to perform Licensee's Work on the License Area, subject to notice requirements as further described herein. Licensee shall use care and consideration in connection with all of its activities. Licensee agrees to coordinate its activities with the District to minimize any inconvenience to or interruption of the conduct of the District's access or operations at the school and the Site. Licensee shall adjust its schedule, with prior notice to the District and subject to the District's prior approval, to conform to the District's requirements so as not to interfere, in any way, with District operations and access, including but not limited to the dropping off or picking up of students or of student test taking.
8. **Connections.** Licensee shall provide its own utilities and facilities including, without limitation, water, bathrooms, light, and electricity. All utilities brought to the License Area shall be used in compliance with all applicable laws. All power and utility equipment, including but not limited to electrical cords and cables, shall be in good and safe conditions with no exposed or live parts, and shall not lie across vehicle pathways. Licensee shall not (i) open any access doors, electrical panels, electrical switches, switchplates, electrical pull boxes, manholes, or mechanical enclosures; (ii) permanently cover or conceal any of the foregoing; or (iii) reset, adjust, recalibrate, modify, connect, or disconnect any switches, electrical wiring, controls, valves, conduits, ducts, electrical or mechanical equipment or fixtures, door or window assemblies, locks, fire protection equipment, or decorative assemblies.
9. **No Storage.** This License and right of entry does not include permission to store soil, groundwater, or measurement apparatus on the Site and/or the License Area.
10. **Maintenance of License Area and Site.** Licensee shall be responsible for clean-up of all debris on the License Area and the Site, directly associated with Licensee's Project and daily construction activities. If the District observes the accumulation of trash and debris, the District may, but is not obligated to, give Licensee a twenty-four (24) hour written notice to mitigate the condition. Should Licensee fail to perform the required clean-up, or should the clean-up be deemed unsatisfactory by the District, the District may, but is not obligated to, perform the clean-up. All costs and expenses associated with the clean-up work (including but not limited to all travel, payroll burden, and costs for supervision) shall be paid by Licensee to the District within ten (10) days of District's notice to Licensee of the amount Licensee must pay.

11. **Restoration of License Area and Repair of Damage.** Licensee shall protect and preserve the License Area, the Site, and any adjoining property of the District and others from all damage or accident. In the event of any damage or accident, Licensee shall notify the District immediately. Licensee shall be responsible for existing structures, furnishings, equipment, buildings, walks, roads, trees, landscaping and/or improvements in all working areas, including, without limitation, License Area, the Site, and any adjoining property of the District and others ("**Non-Licensee Improvements**"). Licensee shall provide adequate protection therefore. If temporary removal is necessary of any of the Non-Licensee Improvements, or damage occurs to the Non-Licensee Improvements, Licensee shall, at its sole cost and expense, replace same at Licensee's expense with same kind, quality and size of Non-Licensee Improvements removed and/or damaged. In addition, Licensee shall, at its sole cost and expense, take all action reasonably necessary to repair any damage and restore the License Area, the Site, and/or any adjoining property of the District and others, to the condition that existed immediately prior to the damage.

12. **Dust.** Licensee shall institute extensive efforts to eliminate dust from infringing on the License Area, the Site, and any adjoining property of the District and others. These efforts shall include, but shall not be limited to:

- 12.1. Wetting all ground areas and dirt piles on the License Area and any adjoining property of the District and others to eliminate dust from drifting from those areas.
- 12.2. Washing all dust off of all vehicles prior to them leaving the License Area.
- 12.3. Washing all pavement and streets on the License Area and any adjoining property of the District and others to eliminate the accumulation of dust.
- 12.4. Covering all piles of dirt with tarps to eliminate dust from drifting from those areas.

Dust barriers shall be provided to isolate dust and dirt from construction operations. At completion of the Project, Licensee shall clean to the original state any areas within and beyond the License Area that become dust laden as a result of the Project.

13. **Noise and Vibrations.** Licensee shall notify all persons whose property is within a two (2) block radius of the Site at least twenty (20) days before Licensee performs any Work that will cause noise, vibrations, or similar effects in excess of decibel levels of standard commercial construction activities, in compliance with local noise ordinance and nuisance abatement requirements at the property line between the Site and Masri's real property.

14. **Existing Conditions.** Licensee is responsible for verifying all measurements and existing conditions including, but not limited to, the location of any underground utilities, conduits, pipes, etc., in and around the License Area prior to the start of any Work. Licensee shall maintain in operation during the term of the License, drainage lines, storm drains, sewers, water, gas, electrical, steam and other utility service lines within working area and shall comply with all applicable storm water permit requirements.

15. **Safety.** According to generally accepted construction practices, Licensee will be solely and completely responsible for conditions on the License Area, including safety of all persons and property during the Project. This requirement will apply continuously and not be limited to normal working hours. Implementation and maintenance of safety programs shall be the sole responsibility and sole cost of Licensee. District makes no representations or warranties regarding the safety or security of the License Area or Site.

16. **Hazardous Materials.** Licensee shall not cause or permit any hazardous material to be brought, kept, or used in or about the License Area or Site by Licensee or its agents, employees, contractors, subcontractors, engineers, or invitees in violation of all applicable federal, state, and local laws, ordinances, court orders, and administrative directives, rules, and regulations now or hereafter in force, as amended from time to time, in any way relating to or regulating human health or safety, or industrial hygiene or environmental conditions, or protection of the environment, or pollution or contamination of the air, soil, surface water, soil gas, or groundwater. The provisions of this section shall survive the expiration or earlier termination of this License.

17. **Permits.** Licensee, at no expense to the District, shall obtain any and all required approvals, permits, inspections, or similar items from all agencies or authorities which may be required for any activities Licensee desires to conduct under this License.

18. **Compliance with Applicable Laws.** Licensee shall conform to the following specific rules and regulations as well as all other pertinent laws, ordinances, rules and regulations.

- 18.1. National Board of Fire Underwriters' Regulations
- 18.2. International Building Code, latest addition
- 18.3. Regulations of the State Fire Marshall and applicable local Fire Safety Codes

19. **Assignment, Successors, and Assigns.** This License cannot be assigned, transferred, mortgaged, or otherwise encumbered, in whole or in part, by either Party without the prior written consent of the other Party. This License shall be binding as to the Parties' respective representatives, successors, heirs, and assigns.

20. **Waiver; Hold Harmless/Indemnification.**

20.1. District shall not be liable for and Licensee hereby waives all claims against District for damage to any property or injury, illness, or death of any person in, upon, or about the License Area and/or Site arising in any way due to, in connection with, or related to, directly or indirectly, the use of the License Area by Licensee, Licensee's employees, agents, invitees, contractors, subcontractors, or engineers. The Parties hereby agree and acknowledge that the relationship between the Parties is solely a licensor/licensee relationship and is not a principal/agent relationship or any other relationship. Licensee is acting on its own behalf in using the License Area and is not operating as an agent of the District or as part of District's operations as a school district.

20.2. To the furthest extent permitted by California law, Licensee shall defend, indemnify, and hold harmless the District, its Board of Education, agents, representatives, officers, consultants, employees, trustees, and volunteers from any and all demands, losses, liabilities, claims, suits, damages, expenses, and actions of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, arising from or in connection with (i) any default by Licensee (including any of Licensee's employees, agents, contractors, subcontractors, engineers, licensees, directors, officers, partners, trustees, visitors, or invitees (collectively "Licensee Parties") in the observance or performance of any of the terms, covenants, or conditions of this License on Licensee's part to be observed or performed; (ii) the use, occupancy, or control of the License Area by Licensee or any person claiming by, through, or under Licensee, Licensee Parties, or any such person in, on, or about the License Area or Site during the term of this License; (iii) any claim by a third party that District is responsible for any actions by Licensee or Licensee Parties in connection with any use or occupancy of the License Area or in any way related to this License; and (iv) any personal or bodily injuries, death, property damage, or otherwise arising out of the negligent or reckless performance of the Work on the Project.

21. **Default.** If Licensee fails to perform, fulfill, or observe any of the terms, covenants, or conditions of this License, District may give Licensee written notice of such non-compliance. If within seven (7) days of Licensee's receipt of such notice, Licensee has not commenced to cure such non-compliance, then Licensee may be held in default of this License. The seven (7) days cure period may be extended in the sole and absolute discretion of the District. In the event of Licensee's default hereunder, District may terminate this License, whereupon the Term of this License shall expire, and Licensee shall quit and surrender the License Area immediately to District. It is further agreed that in no event shall the time within which a default may be cured beyond seven (7) days from Licensee's receipt of such notice except as granted, in writing, by District. If Licensee breaches any covenant, obligation, requirement, or condition set forth in this License, and/or if a default shall be made under any provision of this License, District may seek any and all remedies available to District at law and in equity.

22. **Insurance.** Licensee and/or the contractor(s) it hires to perform the Work shall obtain the insurance set forth below, which shall protect Licensee, the contractor, and the District and its Board members, directors, officers, agents, representatives, and employees (the "Insured Parties"), from claims arising out or relating to the Project. All insurance shall be maintained in effect during the Project. All policies shall provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the District. Licensee shall provide evidence of all insurance to District upon mutual execution of this License and upon request of District.

22.1. **Commercial General Liability Insurance.** Licensee and its contractor(s) shall secure and maintain Commercial General Liability Insurance with limits of at least **One Million Dollars (\$1,000,000)** per occurrence for bodily injury and personal injury (including death), property damage, contractual liability, and completed operations. The Parties agree that because Licensee is only permitted to access the Site when school is not in session and

that District employees will only have limited if any contact with Licensee's employees or subconsultants, licensee will not be required to include coverage for sexual misconduct harassment or corporal punishment

- 22.2. **Commercial Automobile Liability Insurance.** Licensee and its contractor(s) shall secure and maintain comprehensive automobile liability insurance with limits of not less than **One Million Dollars (\$1,000,000)** combined single limit, including bodily injury, property damage, and personal injury liability, owned and hired vehicles.
- 22.3. **Workers' Compensation.** Licensee and its contractor(s) will, if applicable, maintain workers' compensation insurance with statutory limits in accordance with the laws of the State of California.
- 22.4. **Employer's Liability Insurance.** Licensee and its contractor(s)'s liability insurance shall not be less than **One Million Dollars (\$1,000,000)** per accident or disease.
- 22.5. District and the Insured Parties shall be named as an additional insured on all insurance, excluding Workers' Compensation Insurance, and all policies shall include an endorsement that it is primary and noncontributing to any insurance or self-insurance maintained by the District and Licensee shall wave all rights of subrogation against the District and the District's Board members, officers, employees, agents, and representatives. Licensee shall provide evidence of such insurance and upon such request of District.
- 22.6. Licensee shall notify District in writing or shall cause the insurers to notify District in writing, of any requests to terminate said insurance or any intent by the insurer to terminate said insurance.
- 22.7. Licensee shall not do or permit anything to be done in or about the License Area or bring or keep anything therein that would affect or increase the existing rate of any fire or other insurance covering the Premises upon which the License Area is located, or that would cause a cancellation of any such insurance policy or any provision thereof.
- 22.8. Licensee shall not commence performing any Work until all required insurance has been obtained and certificates indicating the required coverages have been delivered to and approved by the District.

23. **Fingerprinting; Criminal Background Investigation Certification.** Licensee and Licensee's employees, authorized agents, contractors, subcontractors, and engineers shall at all times comply with the fingerprinting and criminal background investigation requirements of applicable law, including but not limited to Education Code section 45125.1 et seq. Licensee further agrees and acknowledges that if, at any time during the Term of this License, Licensee learns or becomes aware of additional information that differs in any way from the information learned or provided pursuant to applicable law, including but not limited to Education Code section 45125.1, or Licensee or employees, authorized agents, contractors, subcontractors, and/or engineers add personnel who will provide Work under this License, Licensee shall immediately notify the District and prohibit any such personnel from interacting with District students until the fingerprinting and background check requirements have been satisfied and the District determines whether any interaction is permissible. Licensee shall not allow any person who has been convicted of any of the offenses set forth in the section 44010 of the Education Code and is under the direction or control of Licensee to enter upon the Site. A plea or guilty verdict shall be deemed a conviction, irrespective of a subsequent order under the provisions of Penal Code section 1203.4. Licensee represents that, to the best of its knowledge, the Site shall not be used for the commission of any crime; Licensee declares under penalty of perjury that the foregoing statement is true and correct. Licensee's failure to comply with such applicable laws shall be considered a material breach of the License upon which the License may be terminated, at District's sole discretion, without any further compensation to Licensee.

24. **Notice.** Any notice, or other document given to or made upon the Parties, shall be in writing to the person using the mail and email addresses below and shall be effective when received if personally served or emailed or, if mailed, three days after mailing. Either Party must give written notice of a change of mailing address or email.

To District: Preston Thomas Chief Systems and Services Officer	To Licensee: <u>Joe Masri</u>
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<p>Oakland Unified School District 955 High Street Oakland, CA 94601 Telephone: (510) 535-7038 Email: Preston.thomas@ousd.org Cc: OUSDlegal@ousd.org</p>	<p><u>510-502-3710</u> Telephone: _____ PO Box 1269 Discovery Bay, CA 94505 email: masri mic@gmail.com</p>
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25. **Litigation.** This AGREEMENT shall be deemed to be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California’s principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this AGREEMENT.
26. **Informal Discussions; Mediation.** If a dispute arises relating to the interpretation of, enforcement of or compliance with the terms of this License, Licensee and the District may first attempt to resolve it through informal discussions. Either Party may convene such discussions by written notice. , **Attorneys’ Fees.** During any dispute(s) between the Parties related to this License, if any, each Party shall pay their own attorneys’ fees and related expenses incurred and shall not have a right to recover any of those fees from the other Party.
27. **Time is of the Essence.** Time is of the essence of all obligations of the Parties hereunder.
28. **Alterations, Additions, or Improvements.** Except for the Work as defined herein, Licensee shall neither make nor allow to be made, nor call upon District to make, any alterations, additions, or improvements to the License Area or any part thereof during the term of this License. Any alterations, additions, or improvements without the prior shall be construed as a breach of this License. **Absence of Waiver.** No waiver by District or Licensee of any provision hereof shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by District or Licensee of the same or any other provision.
29. **Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all of the remedies at law or in equity.
30. **District’s Right of Entry.** District and its agents shall have the right to enter the License Area at any time for the purpose of inspecting the same, as District may deem necessary or desirable, to protect any and all rights of District, and to post such reasonable notices as District may desire to protect District’s rights.
31. **Signs.** Licensee shall not place any signs or other printed materials on the License Area or any part of the Site without the prior written approval of the District. Any such materials affixed to the License Area or the Site shall be prohibited and shall be deemed a breach of this License.
32. **Tobacco.** Licensee shall prohibit the use of tobacco products, or possession of or use of alcohol or narcotics on the License Area or Site.
33. **Integration.** This License sets forth the entire understanding of the Parties relating to the transactions it contemplates, and supersedes all prior understandings relating to them, whether written or oral. There are no obligations, commitments, representations or warranties relating to them except those expressly set forth in this License.
34. **Severability.** Should all or any portion of any provision of this License be held unenforceable or invalid for any reason, but the remainder of the License can be enforced without failure of material consideration to either Party, then the remaining portions or provisions shall be unaffected.
35. **Modification or Amendment.** This License may not be altered, modified, or amended orally or in any manner other than by written agreement signed by both Parties.
36. **Headings.** The section headings in this License are for the purpose of convenience and heading only, and the words contained therein shall in no way be held to explain, modify, or aid in the interpretation, construction, or meaning of the provisions thereof.

37. **Incorporation of Recitals and Exhibits.** The Recitals and **Exhibit A** attached hereto, are hereby incorporated herein and made a part of this License by this reference.

38. **Execution of License.** Each of the undersigned hereby represents and warrants that it is authorized to execute this License on behalf of the respective Parties to the License and that this License, when executed by those Parties, shall become a valid and binding obligation, enforceable in accordance with its terms. Execution of this License is conditioned upon and is not effective until approval by the District's Board of Education.

39. **Effective Date.** This License shall become effective as of the latest date of execution below.

IN WITNESS WHEREOF, the Parties have executed this License as of the date first written above.

Date: 1/25/2024, 2023

Date: January 11, 2023, ^{Em} 2024

Oakland Unified School District

Masri Investment Corporation

Benjamin Davis 1/25/2024
Benjamin Davis, President, Date
Board of Education

Signature: *Elizabeth Masri*
Print Name: ELIZABETH MASRI
Title: PRESIDENT

Dr. Kyla Johnson-Trammell 1/25/2024
Dr. Kyla Johnson-Trammell Date
Superintendent and
Secretary, Board of Education

Approved as to Form

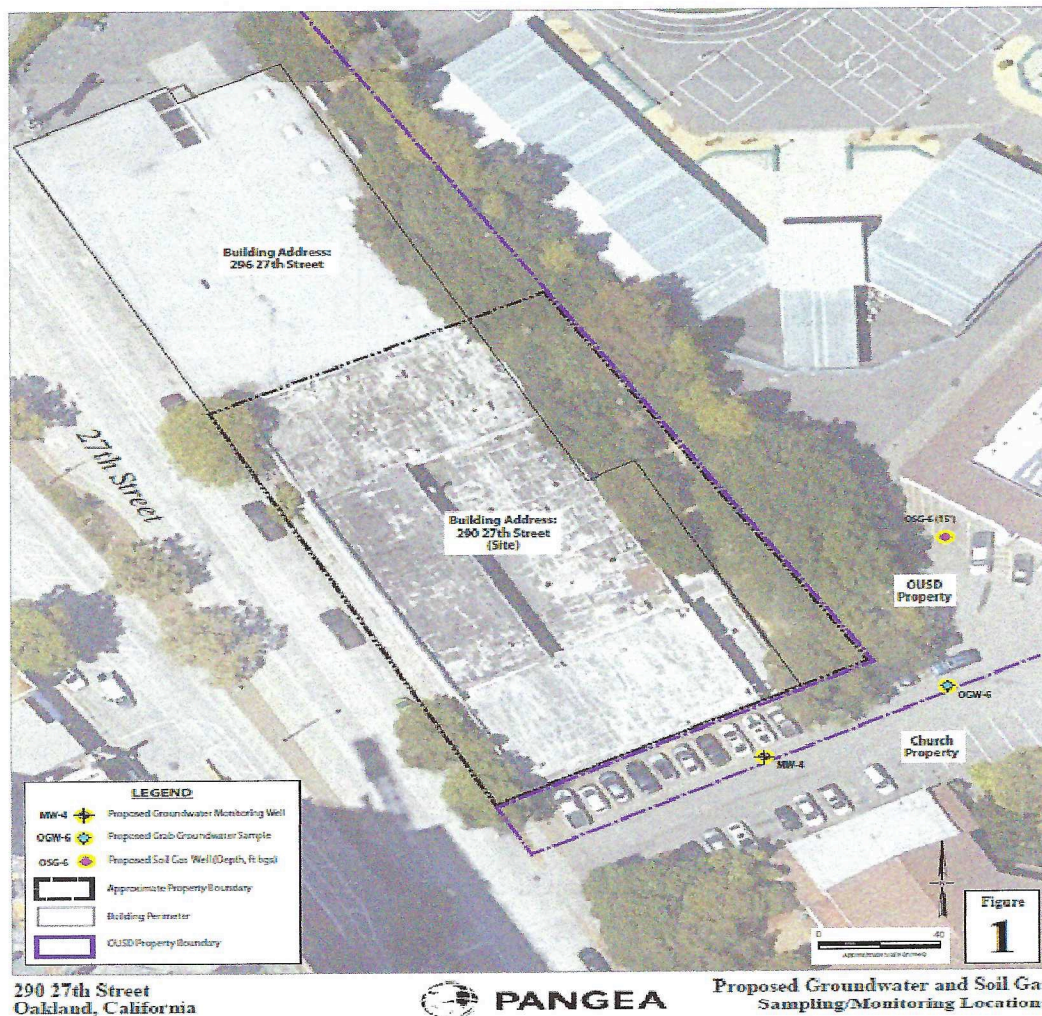
Approved as to Form

Jenine A. Lindsey Jan. 17, 2024
Jenine Lindsey
Asst. General Counsel
(Interim General Counsel)
OUSD Legal Department

Phil Henderson
Philip J. Henderson, Esq.
Orbach Huff & Henderson LLP

Exhibit A

Map of License Area / Description of Work



The Project shall include the following (the “**Work**”), which has been requested by the San Francisco Bay Regional Water Quality Control Board (“**Water Board**”):

- Installation and sampling of a **groundwater monitoring well** at one location (MW-4) to evaluate groundwater conditions vertically.
- One-time **grab groundwater sampling** at one location (OGW-6) from a temporary groundwater well (subsequent periodic sampling not performed at this location).
- Installation of two **soil gas groundwater monitoring wells** at one location (OSG-6) to evaluate soil gas conditions vertically.

The Water Board may later request additional evaluation of the potential volatile organic compounds on the License Area, including the installation of borings or monitoring wells for soil vapor and/or groundwater sampling. Any installation of borings or monitoring wells, other than the three locations expressly identified above, shall be subject to the prior written consent of the District, which consent may be conditioned or withheld in the sole and absolute discretion of the District.

The well installation and grab groundwater sampling shall be completed within two (2) to three (3) days. Groundwater well development shall occur at least three (3) days later and be completed in one (1) day. Initial well sampling shall occur at least a few days later. Initial and periodic well sampling shall take an estimated four (4) hours.

The periodic sampling frequency will depend on the data and Water Board requirements. Periodic sampling could occur every three months for the first year, and semi-annually or annually thereafter until termination of monitoring or case closure authorized by the Water Board. At termination of monitoring, the monitoring wells would be properly decommissioned by overdrilling or pressure grouting.

Groundwater well installation involves drilling a roughly 8" core through the asphalt to a depth of approximately 20 to 40 feet below ground surface and installing PVC casing into the borehole to access groundwater. Soil gas well installation involves drilling two roughly 2.5" cores through the asphalt to depths of approximately 5 and 15 feet below ground surface and installing a ¼" Teflon tube to a stainless steel vapor probe at the bottom. The grab groundwater sample involves drilling one roughly 2.5" core through the asphalt to a depth of approximately 30 feet below ground surface, collection of a grab sample, and grouting the hole to the surface the same day.

A roughly 12" diameter traffic rated flush-mounted and locked cap would be installed and maintained on the groundwater well and the soil gas well pair. Those parking spaces would still be usable without interruption, except during well installation, development, and sampling.

Licensee would perform the Work using best practices to mitigate generation of VOC odors or dust, which should be insignificant if present at all. Licensee would be responsible for removing and properly disposing of any excess soils or waste material.

Licensee shall be solely responsible for all installation, development, sampling, and monitoring costs associated with the Work. Licensee would be responsible for removing all devices used to perform the Work and restoring the Site to its condition that existed immediately prior to installation.