

Council Meeting of  
September 25, 2007

Honorable Mayor and Members  
of the Torrance City Council  
City Hall  
Torrance, California

Members of the Council:

**SUBJECT: Community Development - License Agreement with ConocoPhillips  
Company for Three (3) Groundwater Monitoring Wells**

### **RECOMMENDATION**

The Community Development Director recommends that City Council approve a License Agreement with ConocoPhillips Company, for three (3) groundwater monitoring wells.

### **FUNDING**

No funding required.

### **BACKGROUND AND ANALYSIS**

The Los Angeles Regional Water Quality Control Board (RWQCB) has directed ConocoPhillips Company, as the owner of the gas station located at 25905 Rolling Hills Road, to install three (3) monitoring wells at this location. The purpose of the wells is to monitor for possible hydrocarbon contamination, which may have migrated from the Union 76 gas station.

ConocoPhillips Company is requesting to install three (3) groundwater monitoring wells to be located in the public right-of-way. Exhibit "A" of the License Agreement (Attachment A) shows the location for these proposed wells. Attachment B is a letter from ConocoPhillips Company explaining the need for the proposed groundwater monitoring wells and the necessity for the wells to be located in the street.

It is recognized that construction of the wells will disrupt existing vehicular traffic. Staff has discussed this impact with the applicant and has sought alternate locations. However, the applicant has indicated that the potential plume migration northeast and

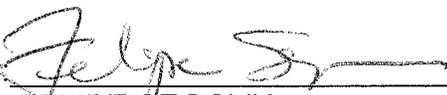
northwest of the site must be monitored. Therefore, two (2) of the three wells will be installed in the westbound left turn lane of Rolling Hills Road, and the third well will be installed on the east side of Crenshaw Boulevard. The westbound left turn lane on Rolling Hills Road will be partially closed. However, vehicles will be allowed to make left turns during construction.

A copy of a License Agreement with ConocoPhillips Company is attached. This Agreement requires a \$30,000 bond, a \$588.00 license fee and \$1,000,000 liability insurance policy if ConocoPhillips Company is not self-insured. This is a standard agreement used in previous well constructions. It exempts the City from any financial or legal encumbrances associated with the construction, operation, and relocation or actions required as a result of test data obtained from said wells.

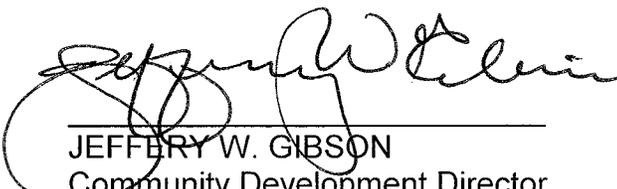
The drilling, installation and development of the proposed wells will take approximately four days. The borehole will be ten (10) inches in diameter and less than 25 feet deep. The monitoring wells will be four (4) inches in diameter. A traffic vault well lid will be set flush with the ground surface and contain a locking watertight cap. A Construction and Excavation Permit will be required by the Community Development Department to regulate work in the public street.

Respectfully submitted,

JEFFERY W. GIBSON  
Community Development Director

By   
FELIPE SEGOVIA  
Building Regulations Administrator

CONCUR:

  
JEFFERY W. GIBSON  
Community Development Director

  
LeROY J. JACKSON  
City Manager

- Attachments:           A. License Agreement with Exhibit "A"  
                              B. ConocoPhillips Company Letter

**LICENSE AGREEMENT FOR MONITORING WELLS**

**THIS AGREEMENT**, made and entered into in quadruplicate as of this \_\_\_\_\_ day of \_\_\_\_\_, 2007 in the City of Torrance by and between the **CITY OF TORRANCE**, a municipal corporation, hereinafter called the "City", and **ConocoPhillips**, a Delaware Corporation, hereinafter called "Grantee";

**WHEREAS**, Grantee desires to drill three (3) monitoring wells on a City street easement at locations shown on attached map (Exhibit A); and

**WHEREAS**, the location and general description of the wells are satisfactory to the City; and

**WHEREAS**, said monitoring wells are for the purpose of determining the extent of, if any, hydrocarbon migration from the 76 Station, #5096, located at 25905 Rolling Hills Road in the City of Torrance hereinafter called "Site".

**NOW, THEREFORE**, the parties hereto agree as follows:

The City hereby grants to Grantee for the term of ten (10) years from the effective date of this Agreement, subject to extensions at the discretion of the City, subject, further, to all the special and general provisions attached hereto and made a part hereof, the right and privilege to construct, erect, maintain, operate, repair, renew, remove and abandon monitoring wells for determining the extent of hydrocarbon migration in the City of Torrance as described and shown on Exhibit "A" attached hereto and made a part thereof.

**GENERAL PROVISIONS**

- I. **LOCATION OF WELLS** - The wells shall be located as described and shown in Exhibit "A".
- II. **CONSTRUCTION OF WELLS**
  - A. **Time of Construction.** The Grantee, in good faith, shall commence the work of constructing the wells within 30 days from the date of this Agreement and shall complete such construction within 30 days after commencing construction.
  - B. **As-Built Drawings and Maps.** Within ninety (90) days following the date in which any facilities have been constructed under this Agreement, the Grantee shall file as-built drawings and maps in such form as may be required by the City, showing accurately the location and size of all its facilities then in place, and shall, upon installation of any additional facilities, or upon removal, change or abandonment of all or any portion thereof, file revised as-built drawings and maps showing the location and size of all such additional, removed or abandoned facilities as of that date.

- C. Other Approvals. The installation and operation of the wells shall be to existing requirements of the City of Torrance and the Los Angeles Regional Water Control Board.
- D. Installation and Testing of Wells. The wells shall be installed, sampled and tested in substantial accordance with the Secor International Incorporated Work Plan prepared for ConocoPhillips Company, for assessment as may be amended or modified with approval of the Regional Water Quality Control Board (“RWQCB”).

### III. CONFORMANCE REQUIREMENTS

- A. Conformance with State Codes. The wells and appurtenances shall be constructed in accordance with all State of California Standards for the construction of wells as set forth in State laws, rules or regulations.
- B. Conformance with City Ordinances and Permits. The wells and appurtenances shall be constructed in conformity with all City ordinances, rules or regulations in effect at the time of construction, or as prescribed by the City.
- C. Conformance with Regulations and Requirements of Boards and Agencies. The wells shall be constructed and maintained in accordance with standards, regulations, or existing requirements of the Los Angeles Regional Water Quality Control Board and the State of California Department of Health Services.
- D. In the event Grantee assumes control of the Site, Grantee will maintain the grounds and improvements on the Site in a safe, clean and neat manner to the reasonable satisfaction of the Environmental Division of the Community Development Department of the City. Any containers stored on the Site must be screened from public view.

### IV. CLEANUP OF BREAKS AND LEAKS

If any portion of any street shall be damaged by reason of Grantee’s construction, operation or maintenance of any facility constructed or maintained under this Agreement, or if any street, sidewalk, sewer, storm drain or other facility be contaminated with waste water, gasoline or other substance due to operations by the Grantee, the Grantee shall, at its own expense, immediately repair or clean up or cause to be repaired or cleaned up any such damage or contamination and put such street, sidewalk, sewer, storm drain or other facility in substantially as good condition as it was before such contamination, to the reasonable satisfaction of the City. Such cleanups shall be accomplished in a timely manner, with as little public disruption as possible.

## V. EMERGENCY CREWS

During the term of this Agreement, the Grantee shall provide within a twenty-four (24) hour notification, crews for the purpose of repairs, cleanup, preventing or minimizing serious immediate damage or the threat of damage to people or the environment in the event of an emergency resulting from an earthquake, act of war, civil disturbance, flood, leakage or other cause.

## VI. REARRANGEMENT OF FACILITIES

- A. Expense of Grantee. Whenever, during the existence of this Agreement, the City shall change the grade, width, or location of any street or improve any street in any manner, including the laying of any sewer, storm drain, conduits, gas, water or other pipes owned or operated by the City or any other public agency, or construct any pedestrian tunnels, or other work of the City (the right to do all of which is specifically reserved to the City without any admission in its part that it would not otherwise have such rights) and such work shall, in the opinion of the City, render necessary any change in the position or location of any facilities of the Grantee in the street, the Grantee shall, at its own cost and expense, do any and all things to effect such change in position or location, in conformity with the written notice of the Community Development Director as provided in Paragraph D below.
- B. Expense of Others. When such change in construction or work is done for the accommodation of any person, firm or corporation, the cost of such rearrangement shall be borne by the accommodated party. Such accommodated party, in advance of such rearrangement, shall (a) deposit with the Grantee either cash or a corporate surety bond in an amount, as in the reasonable discretion of the Grantee shall be required to pay the costs of such change in work; and (b) shall execute an instrument agreeing to indemnify, defend and hold harmless the Grantee from any and all damages or claims caused by such rearrangement.
- C. Rearrangement of the Facilities of Others. Nothing in this Agreement contained shall be construed to require the City to move, alter or relocate any of its facilities upon said streets, at its own expense, for the convenience, accommodation or necessity of any other public utility, person, firm or corporation, or to require the City or any person, firm or corporation now or hereafter owning a public utility system of any type or nature, to move, alter or relocate any part of its system upon said streets for the convenience, accommodation or necessity of the Grantee. If the wells cannot be located as described in Exhibit "A", Grantor shall furnish Grantee with another reasonable acceptable location for such wells in the immediate vicinity.
- D. Notice. The Grantee shall be given not less than thirty (30) days written notice of any change or relocation of facilities which the Grantee is required to make

hereunder. Such notice shall specify in reasonable detail the work to be done by the Grantee and shall specify the time that such work is to be accomplished. In the event that the City shall change the provisions of any such notice given to the Grantee, the Grantee shall be given an additional period not less than thirty (30) days to accomplish such work.

## VII. REMOVAL OR ABANDONMENT OF FACILITIES

- A. Application to City. At the expiration, revocation or termination of this Agreement or of the permanent discontinuance of the use of its facilities or any portion thereof, the Grantee shall, within thirty (30) days thereafter, make a written application to the City for authority (as determined by the Grantee) either (a) to abandon all, or a portion, of such facilities in place; or (b) to remove all, or a portion, of such facilities. Such application shall describe the facilities desired to be abandoned or removed by reference to the map or maps required by Article II, Section B, of this Agreement and shall also describe with reasonable accuracy the relative physical condition of such facilities.
- B. Determination of City. The City shall determine whether such abandonment or removal which is thereby proposed may be effected without detriment to the public interest or under what conditions such proposed abandonment or removal may be safely effected. The City shall then notify the Grantee in writing within 30 days following its receipt of Grantee's application, and according to such reasonable conditions as shall be specified that the Grantee may either effect such abandonment or such removal shall, as appropriate, within ninety (90) days thereafter, either:
1. Remove all or a portion of such facilities; or
  2. Abandon in place all or a portion of such facilities, as set forth in the Community Development Director's order.
- C. Failure to Properly Abandon. If any facilities to be abandoned in place subject to prescribed conditions shall not be abandoned in accordance with all such conditions, then the City may make additional appropriate orders, including, if deemed desirable, an order that the Grantee shall remove all such facilities in accordance with applicable requirements. In the event the Grantee shall fail to remove any facilities which the Grantee is obligated to remove in accordance with such applicable requirements within such time as may be prescribed by the City, then the City may remove or cause to be removed such facilities at the Grantee's expense and the Grantee shall pay to the City the actual cost thereof plus the current rate of overhead being charged by the City for reimbursable work.

### VIII. INDEMNIFICATION BY GRANTEE

A.

Grantee will indemnify, defend, and hold harmless City, the City Council, each member thereof, present and future, its officers, agents and employees from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, relating to Grantee's activities under this Agreement, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for negligence. The obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of Grantee, its officers, employees, agents, subcontractors or vendors. It is further agreed, Grantee's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of City, the City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting solely from the negligence or willful misconduct of City, its officers, employees or agents. Payment by City is not a condition precedent to enforcement of this indemnity. In the event of any dispute between Grantee and City, as to whether liability arises from the sole negligence of the City or its officers, employees, agents, subcontractors or vendors, Grantee will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating the City as solely negligent. Grantee will not be entitled in the event of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

B. Grantee shall indemnify and hold harmless the City, its officers, agents and/or employees from and against all claims, costs, expenses, actions, lawsuits, expenses of response, remediation, or cleanup costs, or damages and liability of any kind whatsoever, including but not limited to attorney fees and expenses, directly or indirectly arising out of or attributable to the release or threatened release of a hazardous substance emanating from the Site. This provision shall not apply to any action brought by a third party against the City. Grantee expressly covenants, warrants and promises not to sue the City, its officers, agents and/or employees in any action for contribution or indemnification for any remediation cleanup costs or response which Grantee undertakes as a result of any release of hydrocarbons from the Site.

This indemnity shall continue in full force and effect, and shall survive the termination of this agreement.

## IX. INSURANCE REQUIREMENTS

### A. INSURANCE

Licensee shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the use of City of Torrance property thereunder by the Licensee, its' agents, representatives, employees or subcontractors. The insurance must be full coverage, or if self-insured, such self insurance must be approved by the City's Risk Manager.

1. Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability.
  - a. Primary Bodily Injury with limits of at least \$250,000 per person, \$500,000 per occurrence and;
  - b. Primary Property Damage with limits of at least \$100,000 per occurrence, or;
  - c. Combined single limits of at least \$500,000 per occurrence.
2. General Liability including coverage for premises, products and completed operations, independent contractors/vendors, explosion, collapse and underground hazards, and contractual obligations with combined single limits of at least \$1,000,000 per occurrence.
3. Pollution Liability with coverage for:
  - a. Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;
  - b. Property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
  - c. Defense, including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages, and
  - d. Losses caused by pollution conditions that arise from the operations of the licensee described under the Scope of Services of this contract with combined single limits of at least \$1,000,000 per occurrence.

4. Workers' Compensation with limits as required by the State of California and Employers Liability with limits of at least \$500,000.

B. ADDITIONAL INSURED

The City of Torrance, Los Angeles County-Torrance Civic Center authority, Torrance Public Facilities Building Corporation, Torrance Transit System, Redevelopment Agency of the City of Torrance, Torrance Municipal Water Department, elected officials, officers, agents, employees, volunteers, and members of boards and commissions must be named as additional insureds with respect to liability arising out of the operation or property of Grantee.

C. SUFFICIENCY OF INSURERS

Insurance required by this contract/purchase order will be satisfactory only if issued by companies rated "B+" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category of a "VII" or better.

D. INCREASE IN REQUIREMENTS

Such insurance shall be maintained by the Grantee for the life of Agreement, and each year on the anniversary of this franchise, Grantee will provide updated evidence that such insurance is in force. The City has the right during the term of this Agreement to amend the insurance requirements to increase the amount and scope of coverage. The City covenants that it will not exercise such right in an unreasonable manner.

X. DEFAULT

- A. Effect of Default. In the event that the Grantee shall default in the performance of any of the terms, covenants and conditions herein and such default is curable, the City shall give written notice to the Grantee of such default. In the event that the Grantee does not commence the work necessary to cure such default within thirty (30) days after such notice is sent or prosecute such work diligently to completion, the City may declare this Agreement forfeited. Upon giving written notice thereof to the Grantee, this Agreement shall be void and the rights of the Grantee hereunder shall terminate and the Grantee shall execute an instrument of surrender and deliver same to the City.
- B. Force Majeure. In the event Grantee is unable to perform any of the terms of this Agreement by reason of strikes, riots, acts of God, acts of public enemies or other such cause beyond its control, it shall not be deemed to be in default or have forfeited its rights hereunder if it shall commence and prosecute such performance with reasonable promptness as soon as possible to do so.

- C. Cumulative Remedies. No provision herein made for the purpose of securing the enforcement of the terms and conditions of this Agreement shall be deemed an exclusive remedy, or to afford the exclusive procedure, for the enforcement of said terms and conditions, but the remedies and procedures herein provided, in addition to those provided by law, shall be deemed to be cumulative.

## XI. SCOPE OF RESERVATION

The enumeration herein of specific rights reserved shall not be construed as exclusive or as limiting and general reservation herein made or as limiting such rights as the City may now or hereafter have in law.

## XII. NOTICE

All notices, requests, demands, or other communications under this Agreement must be in writing. Notice will be sufficiently given for all purposes as follows:

- A. **Personal delivery**. When personally delivered to the recipient: notice is effective on delivery.
- B. **First-class mail**. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in a United States Postal Service office or mailbox.
- C. **Certified mail**. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.
- D. **Overnight delivery**. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account: notice is effective on delivery, if delivery is confirmed by the delivery service.
- E. **Facsimile transmission**. When sent by fax to the last fax number of the recipient known to the party giving notice: notice is effective on receipt, provided that (i) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (ii) the receiving party delivers a written confirmation of receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a nonbusiness day. Addresses for purpose of giving notice are as follows:

Grantee:

ConocoPhillips Company  
3900 Kilroy Airport Way, Suite 210  
Long Beach, CA 90806  
Fax Number: 562-290-1779

City of Torrance:

City Clerk  
3031 Torrance Boulevard  
Torrance, CA 90503  
Fax: (310) 618-2931

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.

Any party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

### **XIII. SUCCESSORS**

The terms herein shall inure to the benefit of or shall bind, as the case may be, the successors and assigns of the parties hereto.

### **XIV. ACCEPTANCE OF AGREEMENT**

This Agreement is entered and shall be held and enjoyed only upon the terms and conditions herein contained.

### **XV. AGREEMENT TO BE STRICTLY CONSTRUED AGAINST GRANTEE**

The Agreement is granted upon each and every condition herein contained and shall ever be strictly construed against Grantee. Nothing shall pass hereby unless it be granted in plain and unambiguous terms. Each of said conditions is a material and essential condition to the granting of this Agreement.

### **XVI. SPECIAL PROVISIONS**

- A. Bond. This Agreement is granted on the condition that the Grantee has now and shall at all times during the life of this Agreement keep on file with the City a bond running to the City in the sum of Ten Thousand Dollars (\$10,000) per well, executed by a reputable indemnity company entitled to do business in the State of California. The said Bond shall contain the condition that the Grantee shall well and truly observe, fulfill and perform each and every term and condition of this Agreement, and that in case of any breach of condition of said Bond the whole amount of the sum therein named shall be taken and deemed to be liquidated damages and shall be recoverable from the principal and from the sureties upon said Bond. The provisions of this paragraph shall not exempt the Grantee from

compliance with any of the laws of the City in force during the term hereof, which require the Grantee to post a Bond other than the bond required by this paragraph.

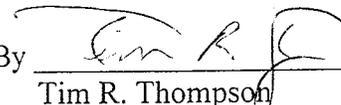
B. Fees. As reimbursement for administrative costs in the execution of this Agreement, the Grantee shall pay to the City in lawful money of the United States a fee of Four Hundred and Seventy Dollars (\$470) and Fifty-Nine Dollars (\$59) for each additional well. This payment shall be made to the City prior to the signing of this Agreement and if made by check shall be made payable to the City of Torrance.

C. Independent Laboratory Analysis. Grantee agrees to have all chemical analyses of samples taken from the wells, which are the subject of this Agreement, performed by qualified independent laboratories which are mutually acceptable to the Grantee and to the City. Grantee also agrees to provide, on request, copies of all analytical test reports to the City as soon as said reports are available.

**CITY OF TORRANCE**  
A Municipal Corporation

**CONOCOPHILLIPS COMPANY**  
A Delaware Corporation

By \_\_\_\_\_  
Frank Scotto  
Mayor of the City of Torrance

By  \_\_\_\_\_  
Tim R. Thompson  
Attorney-in-Fact

**ATTEST:**

\_\_\_\_\_  
Sue Herbers  
City Clerk of City of Torrance

**APPROVED AS TO FORM:**

JOHN L. FELLOWS III  
City Attorney

By \_\_\_\_\_  
Deputy City Attorney

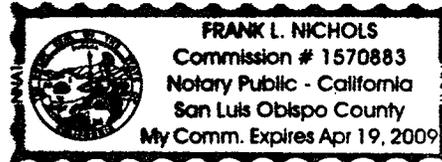
Attachment: Exhibit A

STATE OF CALIFORNIA )  
 ) SS  
COUNTY OF SAN LUIS OBISPO )

ON AUGUST 08, 2007 BEFORE ME, FRANK L. NICHOLS, NOTARY PUBLIC, PERSONALLY APPEARED TIM R. THOMPSON (AND NO ONE ELSE), PERSONALLY KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY, AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

WITNESS my hand and official seal.

  
NOTARY'S SIGNATURE



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**ATTENTION NOTARY:** Although the information requested below is **OPTIONAL**, it could prevent fraudulent attachment of this certificate to unauthorized document.

**DESCRIPTION OF THE ATTACHED DOCUMENT:** License Agreement with the City of Torrance to install 3 groundwater-monitoring wells in Crenshaw Boulevard and Rolling Hills Road

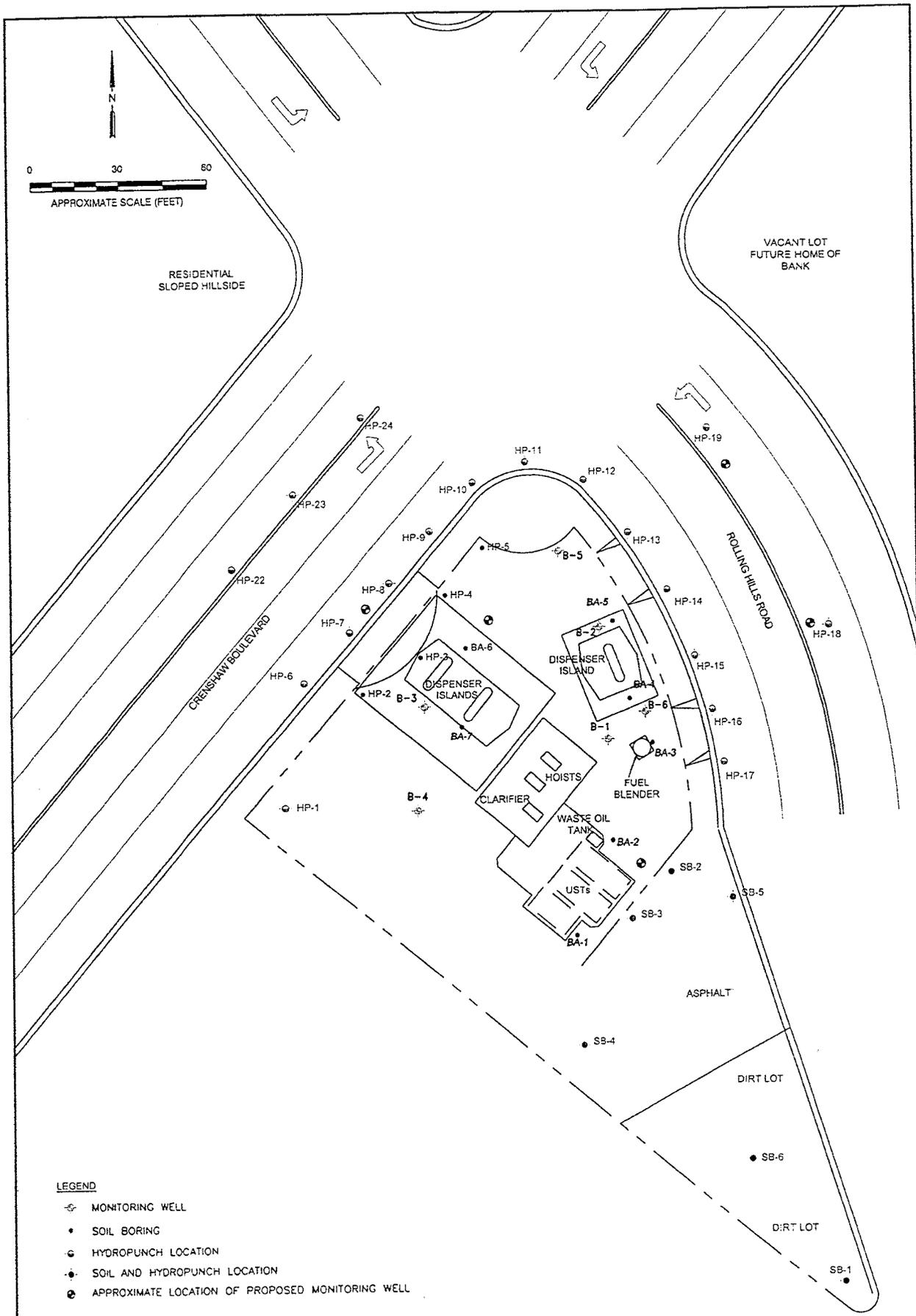
**TITLE OR TYPE OF DOCUMENT:** License Agreement for Monitoring Wells

**NUMBER OF PAGES:** 10 pages plus Exhibit "A" (1 pages) = 11 pages total excluding notary certificate(s)

**DATE OF DOCUMENT:** No Date

**CAPACITY OF SIGNER:** Attorney-In-Fact

**SIGNER REPRESENTS:** ConocoPhillips Company



LEGEND

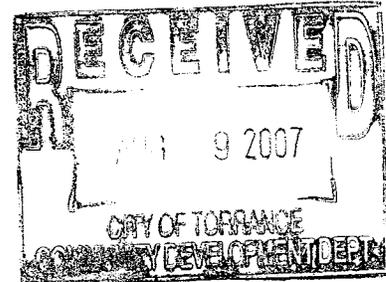
- ⊕ MONITORING WELL
- SOIL BORING
- ⊙ HYDROPUNCH LOCATION
- ⊕• SOIL AND HYDROPUNCH LOCATION
- ⊙• APPROXIMATE LOCATION OF PROPOSED MONITORING WELL

 <b>SECOR</b> 11385 KNIGHT AVE, SUITE B CYPRESS, CALIFORNIA 90630 PH: (714) 379-3366, FAX: (714) 379-3375	PREPARED FOR: CONOCOPHILLIPS SERVICE STATION NO. 5096 25905 ROLLING HILLS ROAD TORRANCE, CALIFORNIA		REVISED SITE PLAN WITH PROPOSED GROUNDWATER MONITORING WELL LOCATIONS		FIGURE: <b>2</b>
	JOB NUMBER: 14CP 01358 00	DRAWN BY: D. ACHARYA	CHECKED BY: K. BROWN	APPROVED BY: K. BROWN	DATE: JULY 2007

July 25, 2007  
14CP.01358.00.1009

Mr. Issa Malki  
City of Torrance  
Permitting/Engineering Department  
3031 Torrance Boulevard, 2<sup>nd</sup> Floor  
Torrance, California 90503

**Re: Request for Approval of Well Installation**  
76 Facility 5096  
25905 Rolling Hills Road  
Torrance, California



Dear Mr. Malki,

SECOR International Incorporated (SECOR), on behalf of ConocoPhillips Company (COP), submits this letter in response to the telephone conversation July 24, 2007 between you and Mr. Jason Komes with SECOR regarding the permit application for the proposed groundwater monitoring wells in Crenshaw Boulevard and Rolling Hills Road at the referenced site (Figure 1). To assist in the processing of the license agreement, during our telephone conversation you requested the following information be submitted:

- The purpose of the proposed well locations within the City right-of-way;
- An updated site plan showing turn lanes in relation to the proposed well locations; and
- A well construction detail showing the proposed construction elements.

In SECOR's December 28, 2006 *Addendum to SECOR's September 20, 2005 Groundwater Monitoring Well Installation and Quarterly Groundwater Monitoring Program Work Plan*, two groundwater monitoring wells were proposed for installation in Rolling Hills Road and one groundwater monitoring well was proposed in Crenshaw Boulevard (Figure 2). The purpose of these wells is to monitor the dissolved phase petroleum hydrocarbon groundwater plume beneath the site, extending towards the northwest (Crenshaw Boulevard) and northeast (Rolling Hills Road). The proposed well locations were selected based on analytical data collected during SECOR's soil and groundwater assessment program performed between December 2004 and May 2005. This analytical data showed that groundwater impact was encountered beneath Crenshaw Boulevard and Rolling Hills Road. Additionally, the open underground storage tank case (Shell Oil) located on the east corner of Crenshaw Boulevard and Rolling Hills Road has an upgradient well along Rolling Hills Road that has significant concentrations of petroleum hydrocarbons. The goal of the wells located within Rolling Hills Road is to help establish whether or not impacted groundwater originating from the COP site is migrating onto this site and commingling with petroleum hydrocarbons originating at the Shell site. The groundwater analytical data collected from these proposed wells will assist in the monitoring of the groundwater plume, and the eventual closure of the site by the LARWQCB. The installation of these wells was approved by the Los Angeles Regional Water Quality Control Board (LARWQCB) in email on January 18, 2007.

July 25, 2007  
Page 2

Additionally, as requested, SECOR has updated Figure 2 showing the turn lanes in Rolling Hills Road and Crenshaw Boulevard. Figure 3 provides a conceptualized detail of the proposed well construction.

We appreciate your attention to this matter. If you have any questions, please contact me at (714) 230-0316.

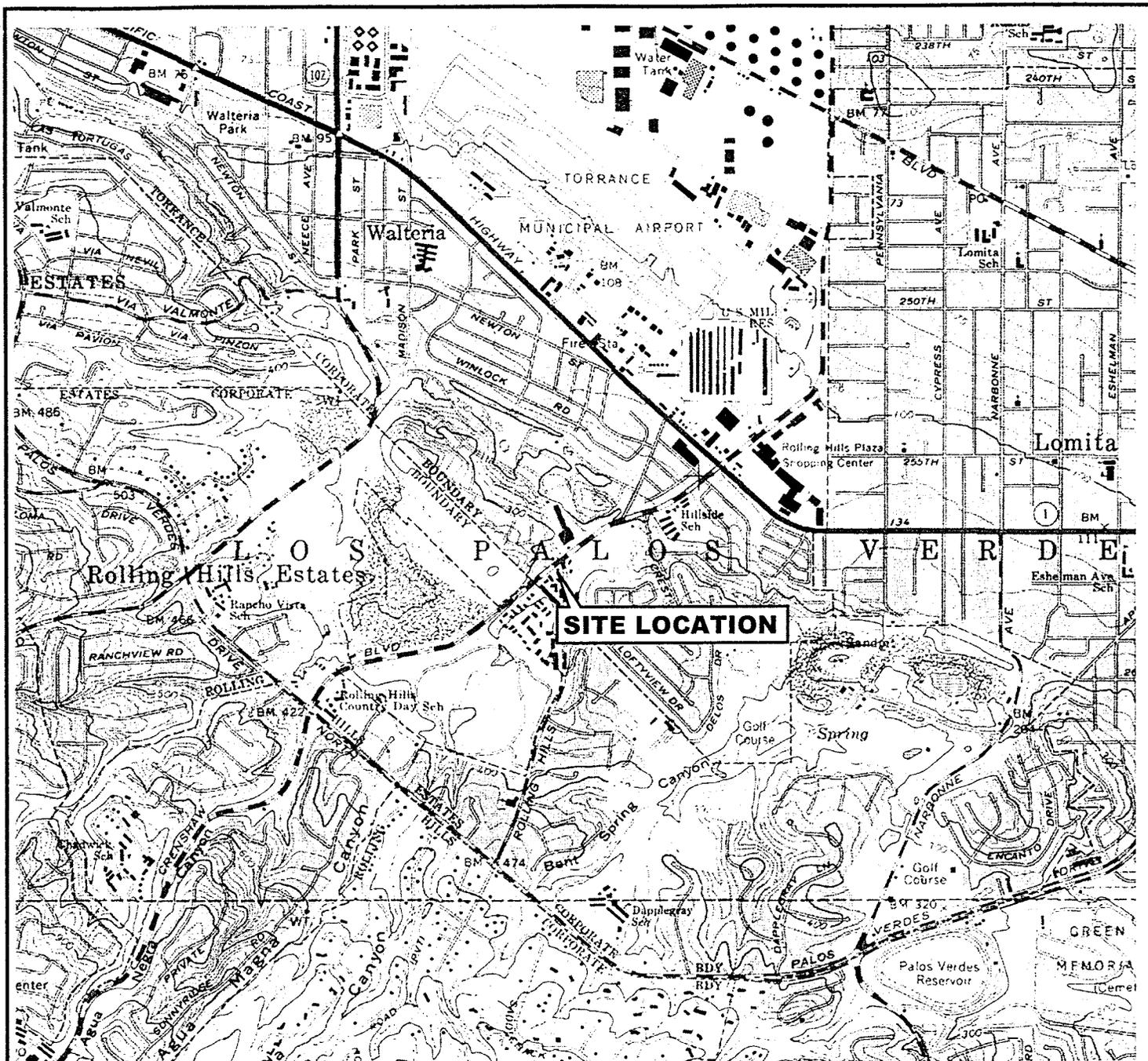
Respectfully Submitted,  
**SECOR International Incorporated**



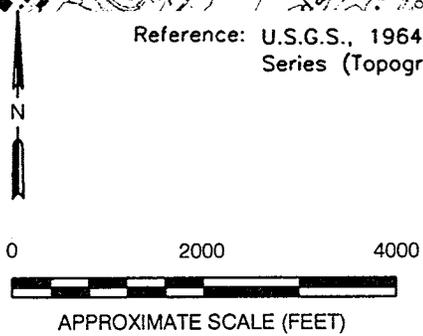
Jason C. Komes  
Project Manager

Attachments: Figure 1 Site Location Map  
Figure 2 Revised Site Plan with Proposed Groundwater Monitoring Well Locations  
Figure 3 Monitoring Well Construction Diagram and Specification for Well Box Installation

Cc: Mr. David Harris, ConocoPhillips Company  
Ms. Sandy Peterson, ConocoPhillips Company  
Mr. Arman Toumari, Los Angeles Regional Water Quality Control Board

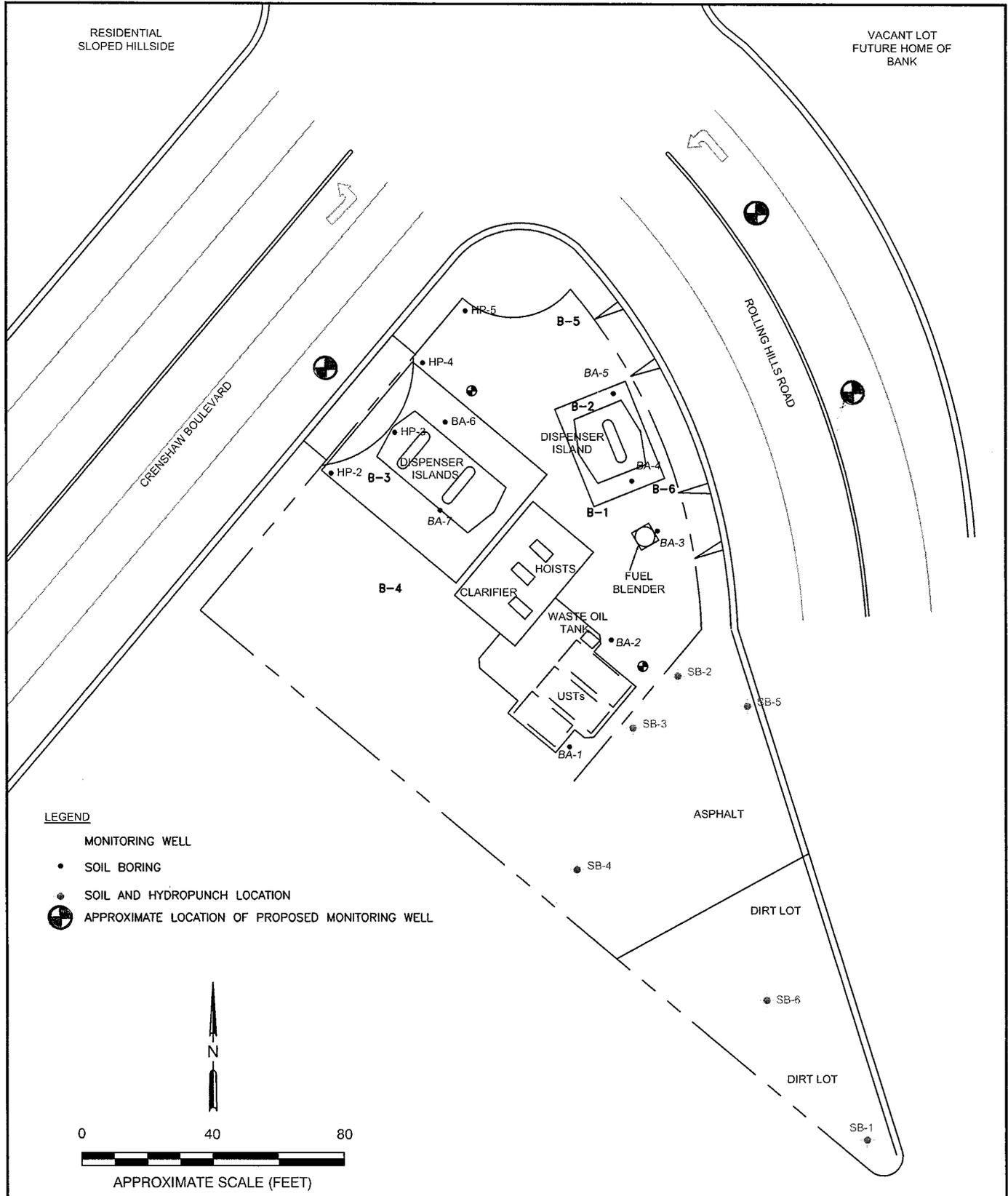


Reference: U.S.G.S., 1964, Torrance Quadrangle California - Los Angeles County, 7.5' Series (Topographic). Photorevised 1981.



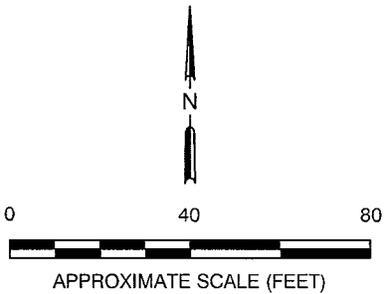
No warranty is made by SECOR International, Inc. as to the accuracy, reliability, or completeness of these data. Original data were compiled from various sources. This information may not meet National Map Accuracy Standards. This product was developed electronically, and may be updated without notification. Any reproduction may result in a loss of scale and/or information.

 <b>SECOR</b> 11085 KNOTT AVENUE, SUITE B CYPRESS, CALIFORNIA 90630 PHONE: (714) 379-3366 FAX: (714) 379-3375	FOR: <b>CONOCOPHILLIPS                  SERVICE STATION NO. 255096                  25905 ROLLING HILLS ROAD                  TORRANCE, CALIFORNIA</b>		<b>SITE LOCATION MAP</b>		FIGURE: <b>1</b>
	JOB NUMBER: 14CP.01358.00	DRAWN BY: D. ACHARYA	CHECKED BY: K. BROWN	APPROVED BY: K. BROWN	DATE: JULY 2007

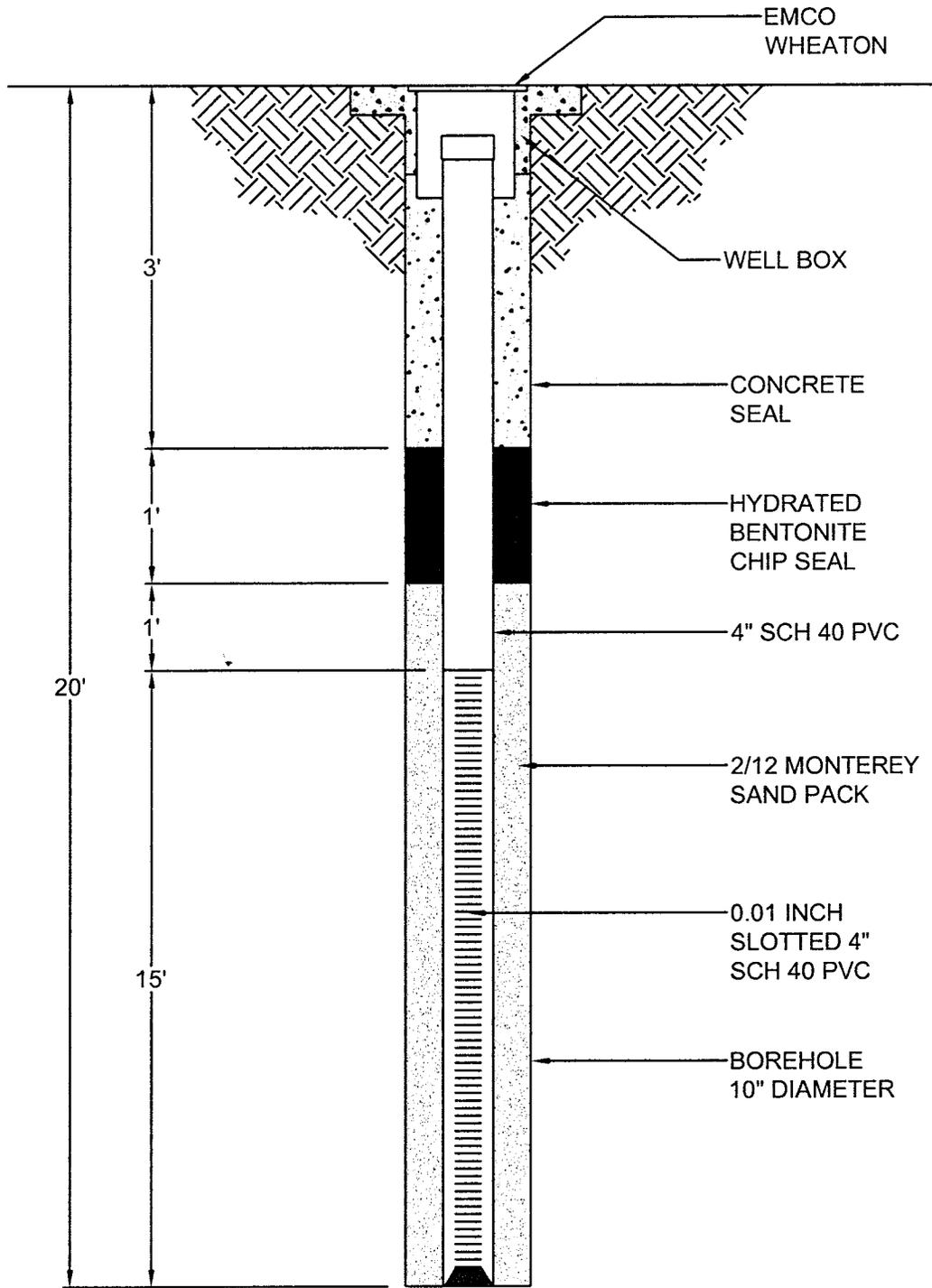


**LEGEND**

- MONITORING WELL
- SOIL BORING
- ◐ SOIL AND HYDROPUNCH LOCATION
- ⊕ APPROXIMATE LOCATION OF PROPOSED MONITORING WELL



 <b>SECOR</b> 11085 KNOTT AVENUE, SUITE B CYPRESS, CALIFORNIA PH: (714) 379-3366 / FAX: (714) 379-3375	PREPARED FOR: CONOCOPHILLIPS SERVICE STATION #255096  25905 ROLLING HILLS ROAD TORRANCE, CALIFORNIA		<b>REVISED SITE PLAN WITH                  PROPOSED GROUNDWATER                  MONITORING WELL LOCATIONS</b>		FIGURE:  <b>2</b>
	JOB NUMBER: 14CP.01358.00	DRAWN BY: D. ACHARYA	CHECKED BY: J. KOMES	APPROVED BY: K. BROWN	DATE: OCTOBER 2007



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FOR:  
  
 SERVICE STATION NO. 255096  
 25905 ROLLING HILLS ROAD  
 TORRANCE, CALIFORNIA

JOB NUMBER:  
 14CP.01358.00

DRAWN BY:  
 D. ACHARYA

CHECKED BY:  
 K. BROWN

APPROVED BY:  
 K. BROWN

FIGURE:  
**3**  
 DATE:  
 JULY 2007

## **SPECIFICATIONS FOR WELL BOX INSTALLATION**

### **Installation Requirements:**

#### **GENERAL REQUIREMENTS**

1. Safety – Subcontractor or Contractor shall provide a Health and Safety Plan that specifically addresses eye protection requirements, including but not limited to eye protection that is required to be worn during concrete cutting, concrete drilling and rebar installation.
2. ConocoPhillips will designate what sites this well box specification applies to (e.g., retail marketing sites, terminals and refineries). This specification does not apply to monitor well installations in unpaved areas. The procedure for well box installation in unpaved areas should be reviewed and approved by COP Site Manager.

#### **SPECIFIC REQUIREMENTS**

1. Installer shall prepare area by saw cutting a 30-inch square (no over cuts) to a depth of at least 12 inches as detailed in Cross Section.
2. The use of customized Emco Wheaton well boxes are required. This customized box includes 4 rebar eyeholes and is available at a discounted price for ConocoPhillips subcontractors (contact information provided below).
3. After hole clearing/excavation activities, the soil shall be properly compacted.
4. The new well box is to be set to grade and #3 rebar is to be installed.
  - a. The rebar shall be doweled into the side of the concrete/asphalt/soil to a minimum depth of 3 inches using a 3/8-inch drill as detailed in Plan View.
5. Once the box and rebar are set, concrete shall be poured around the box as detailed in the Cross Section as follows.
  - a. Concrete shall be an 8-sack mix comprised of 6 sacks of Type A concrete and 2 sacks Type 2 or Type 5 (calcium chloride), having a mix ratio not to exceed 25% calcium chloride.
  - b. To the extent possible, concrete shall match existing surface color.
6. Once concrete is poured, subcontractor shall allow at least 2 hours for concrete to set. If concrete is set in poor weather (i.e., rain/damp, cloudy, etc.), contractor shall allow additional/adequate time for concrete to fully dry.

#### **EMCO WHEATON CONTACT INFORMATION**

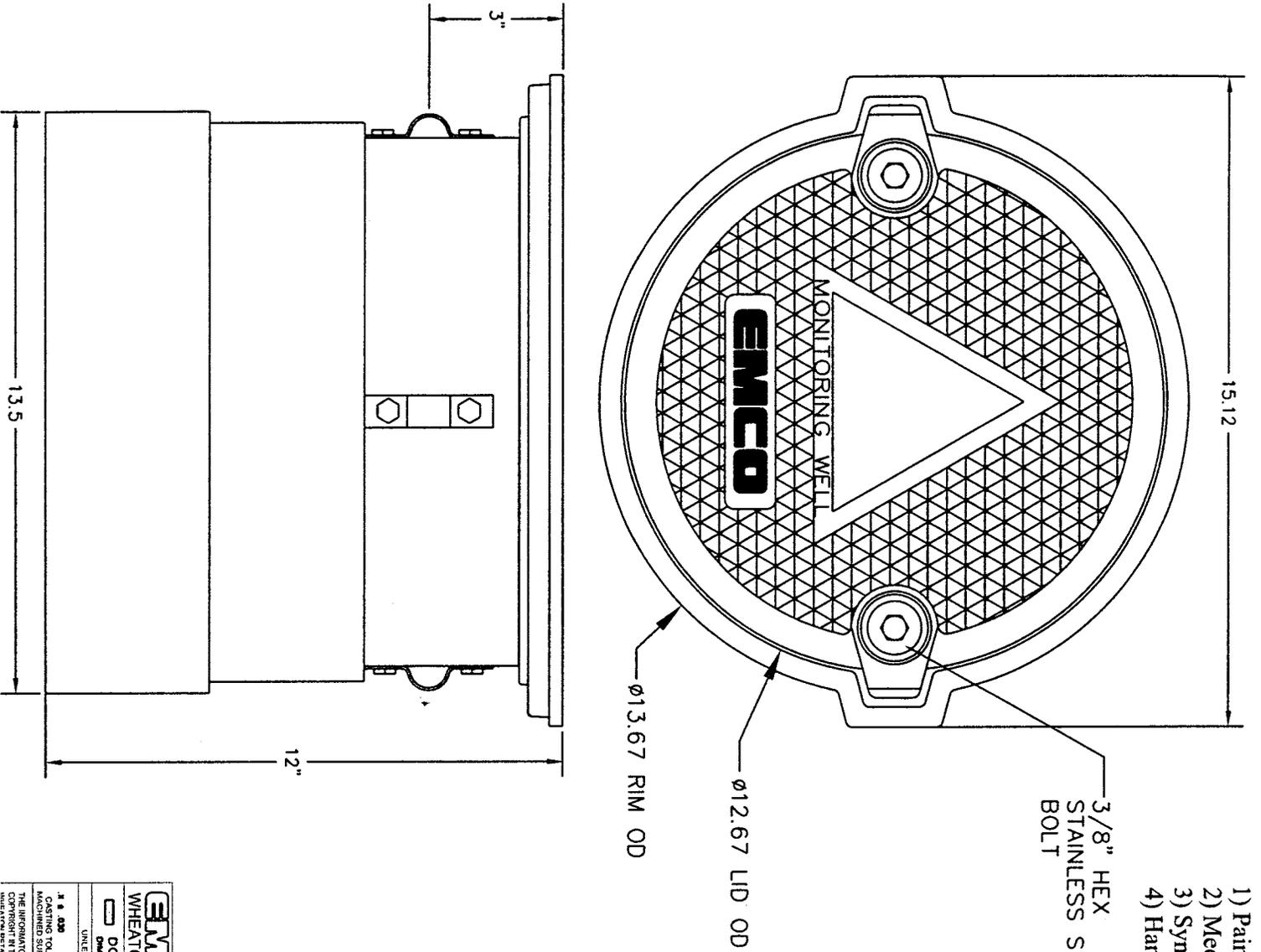
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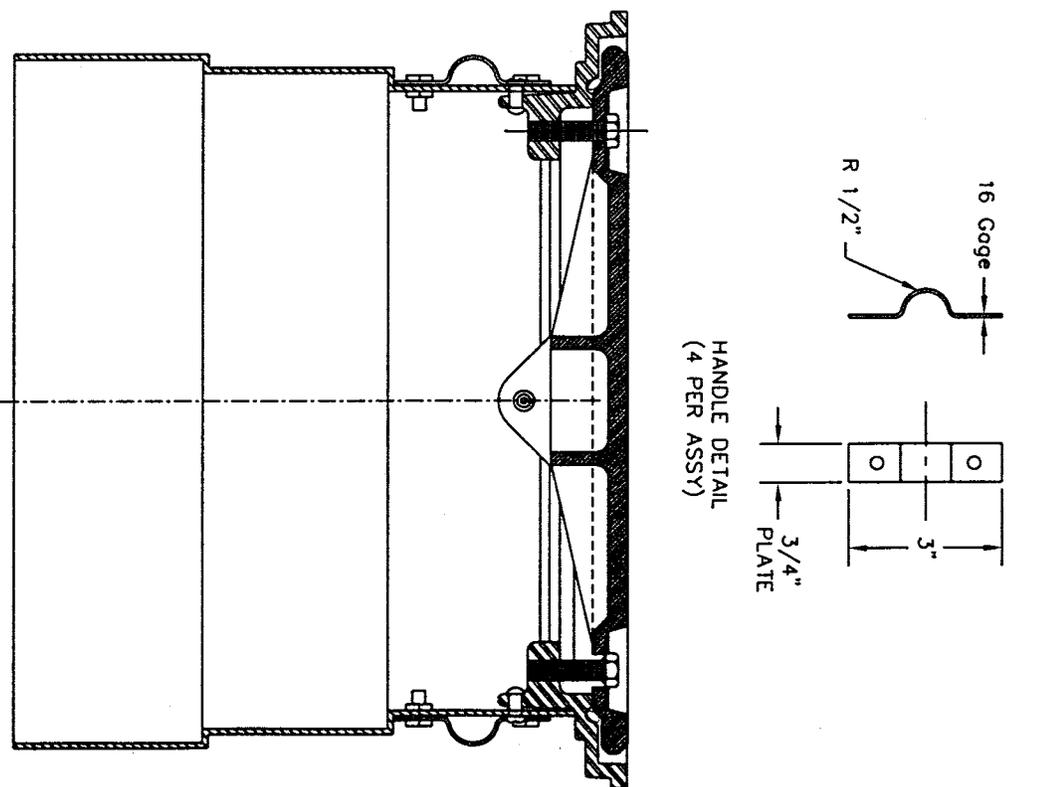
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- 1) Painted rim & lid are white with black triangle.
- 2) Meets H20 load rating.
- 3) Synthetic rubber seal for water tight lid.
- 4) Handles attached with 1/4" nuts and bolts.



CROSS SECTION

<b>EMCO</b> EMCO WHEATON RETAIL CORPORATION 2300 INDUSTRIAL PARK DRIVE WILSON, N.C. 27693	
WHEATON RETAIL DO NOT SCALE DRAWING—WORK TO DIMENSIONS SHOWN DIMENSIONS ARE IN INCHES (DIMENSIONS IN BRACKETS ARE IN MILLIMETERS)	
UNLESS OTHERWISE SPECIFIED FINISHES CASTING TOLERANCES TO INDUSTRIAL STANDARDS MACHINED SURFACES 125 RMS REMOVE ALL BURRS THE INFORMATION AND DESIGN DISCLOSED BY AND THE COPYRIGHT IN THIS DRAWING ARE THE PROPERTY OF EMCO WHEATON RETAIL CORPORATION	DATE 2/11/05 PROJECT NUMBER A0721-00100 MONITOR WELLS 12" X 12" PLASTIC SRI (EMCO)
DRAWN BY MMS CHECKED BY DATE APPROVED BY DATE SCALE TOLERANCE	USED ON DATE REVISIONS DATE BY DATE BY DATE BY

