

**LOS ANGELES COUNTY BALDWIN HILLS AIR QUALITY MONITORING STUDY**

**CONTRACT NO. 77768**

**AMENDMENT NO. 1**

THIS AMENDMENT is made and entered into this 31st day of July, 2014,

by and between

COUNTY OF LOS ANGELES  
(hereafter "County").

and

SONOMA TECHNOLOGY INC.  
(hereafter "Contractor")

WHEREAS, reference is made to that certain document entitled, "BALDWIN HILLS AIR QUALITY MONITORING STUDY", dated June 19, 2012 and further identified as County Contract No. 77768 and any amendment thereto (all hereafter referred to as "Contract"); and

WHEREAS, the Contract provides that changes may be made in the form of a written amendment which is formally approved and executed by the parties; and

WHEREAS, on July 29, 2014, the Board of Supervisors directed the Department to expand the scope of work to include additional traffic and statistical analyses, authorizing associated cost increases; and

WHEREAS, the COUNTY and the CONTRACTOR mutually agree that it is to both of their benefit to modify tasks and to increase the contract amount to \$269,891, from \$249,891.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall become effective upon date of execution by all parties.
2. Paragraph 8.53 TIME OFF FOR VOTING shall be added to the Contract to read as follows:

**"8.53 TIME OFF FOR VOTING**

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.+

3. Exhibit A, Statement of Work, shall be replaced in its entirety by Exhibit A-1 attached hereto and incorporated herein by reference. All references to Exhibit A shall hereafter be replaced by Exhibit A-1.
4. Exhibit B, Pricing Schedule, shall be replaced in its entirety by Exhibit B-1, attached hereto and incorporated herein by reference. All references to Exhibit B shall hereafter be replaced by Exhibit B-1.
5. Exhibit C, Contractor's Proposed Schedule, shall be replaced in its entirety by Exhibit C-1, attached hereto and incorporated herein by reference. All references to Exhibit C shall hereafter be replaced by Exhibit C-1.
6. Except for the changes set forth herein above, Contract shall not be changed in any respect by the Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Regional Planning, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month and year first above written.

COUNTY OF LOS ANGELES

By

  
\_\_\_\_\_  
Richard J. Bruckner  
Director of Planning

SONOMA TECHNOLOGY INC.  
Contractor

  
\_\_\_\_\_

Signature

By

Lyle R. Chinkin  
Printed Name

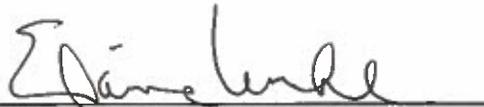
Title

President

APPROVED AS TO FORM:

JOHN F. KRATTLI  
County Counsel

By

  
\_\_\_\_\_

Elaine Lemke  
Principal Deputy County Counsel

**EXHIBIT A-1 STATEMENT OF WORK  
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## **1.0 SCOPE OF WORK**

### **1.1 Project Background**

In October, 2008, the County of Los Angeles (County) approved the Baldwin Hills Community Standards District (CSD), an amendment to its zoning code establishing development standards and operating procedures for the oil and gas production operations for the unincorporated portions of the Oil Field located in the Baldwin Hills Zoned District. Figure 1 shows the location of the Oil Field.

The CSD took effect on December 1, 2008. In developing the CSD, the County prepared an Environmental Impact Report (EIR) that addressed the impact of potential future development at the Oil Field. The Final EIR was certified on October 21, 2008. (A copy of the Final EIR is included on the CD attached with this RFP.) The Final EIR contains a Health Risk Assessment (HRA) that evaluated the health risks associated with operations at the Oil Field. The HRA was conducted consistent with the requirements of the South Coast Air Quality Management District (SCAQMD) and followed the risk assessment guidelines developed by the Office of Environmental Health Hazard Assessment (OEHHA). The CSD contains a number of provisions that address toxic air emissions associated with the operations at the Oil Field that were recommended mitigation measures in the Final EIR. These measures included various types of controls, setback requirements, and emission monitoring.

A number of parties challenged the adequacy of the Final EIR in court, and on July 15, 2011, a settlement was reached that allows the Final EIR lawsuits to be dismissed. One of the provisions in the Settlement Agreement (<http://www.inglewoodoilfield.com/baldwin-hills-csd-settlement/>) requires the County to conduct an Air Quality Monitoring Study to assess health risks from exposure to air contaminants from the Inglewood Oil Field. This Contract retains an independent consultant to conduct the study in compliance with the Agreement.

### **1.2 Project Goals**

- Quantify the air toxic emissions from the Oil Field operations including drilling and well workovers.
- Assess the health risk of both acute and chronic exposure to air toxic emissions from Oil Field operations.
- To the extent feasible determine and distinguish the major sources of toxic air emission within the areas surrounding the Oil Field.
- To the extent feasible assess the Oil Field's contribution to the overall acute and chronic health risk in the areas surrounding the Oil Field.

### **1.3 Project Schedule and Timeline**

The implementation of this Air Quality Monitoring Study must begin on or before July 15, 2012 and be completed within twenty (20) months.

### **1.4 Specific Work Details**

#### **1.4.1 Development of Work Plan**

The Contractor will have access to the Oil Field, and the Oil Field Operator will provide the most recent Oil Field emissions data which includes the following, but is not limited to:

- Air Toxic emission inventory
- Equipment source test data
- Soil gas vapor testing data
- Fugitive emission test data
- Air Monitoring data
- Meteorological data

The Contractor will also have access to all of the health risk assessment data used as part of the Hotspots Analysis and Reporting Program (HARP) modeling in the FEIR.

The first task will be to develop a work plan that will explain the approach and methodology the Contractor will use to meet the project goals listed in Section 1.2. The work plan shall detail all of the steps that will be used to accomplish the project's goals, including major milestones and deadlines. The work plan should include some level of ambient air toxic sampling at various locations around the Oil Field. The plan could also include air toxic sampling within the Oil Field (both ambient and source testing). The work plan should also discuss the approach that will be used for quality assurance and quality control, particularly for any sampling that will be done as part of the project.

The draft work plan shall be submitted to the County for review and comment. The South Coast Air Quality Management District (SCAQMD) will assist in the review of the work plan.

Once the County has approved the draft work plan, the Contractor will attend a meeting to present the draft work plan to the Community Advisory Panel (CAP), a group of local stakeholders working and residing in the vicinity of the oil field. The Contractor shall take into consideration up to 30 comments provided by the County, SCAQMD, CAP members and other interested stakeholders in the process of finalizing the work plan.

The Contractor shall be responsible for developing written response to up to 30 comments received from the County, SCAQMD, CAP, and other interested stakeholders, and modifying the work plan as needed. These responses and the final work plan will be submitted to the County for review and approval.

Once the County has approved the final work plan, the Contractor will begin implementing the work plan.

#### **1.4.2 Monthly Progress Reports**

The Contractor shall be required to submit monthly progress reports to the County that detail the following:

- An updated project schedule which includes:
  - The work that has been accomplished during the previous month
  - The work that is expected to be accomplished over the next three months

- The costs that have been incurred over the past month along with the cumulative costs to date
- Any issues that could affect overall budget and schedule

These progress reports shall be submitted to the County by the 10<sup>th</sup> of each month. The Contractor is required to meet with the County in person quarterly, and to participate in monthly conference calls during those months when an in-person meeting is not scheduled, during the implementation of the work plan. The Contractor shall work with the County to establish a schedule of these meetings immediately after the award of the contract.

#### **1.4.3 Draft and Final Report**

The Contractor shall prepare a draft report that details the result of the study. The draft report shall be submitted to the County for review and comment. The County will use the SCAQMD and others to assist in the review of the draft report. The Contractor will have two (2) meetings with the County to review the draft and final report. The draft report shall contain at a minimum the following:

- An executive summary that summarizes the study and the results
- An introduction that provides the reader background information on the need for the study, and outlines the contents of the report
- A description of the study methodology, including timeline of project deliverables
- The results of the study
- A list of references used for the study
- A list of preparers who were involved in conducting and preparing the study

The County shall provide the Contractor with up to 60 written comments on the draft report. The Contractor shall then revise the report and submit the final report to the County for approval. The Contractor will attend a subsequent CAP meeting, at the end of the study, to present the final report.

#### **1.4.4 Deliverables**

The Contractor shall provide:

- Five (5) hard copies and one electronic copy (.PDF format) of the draft work plan.
- Five (5) hard copies and one electronic copy (.PDF format) of the final work plan.
- Three (3) hard copies and one electronic copy (.PDF format) of the draft report.
- Ten (10) hard copies and one electronic copy (.PDF format) of the final report.

#### **1.4.5 Specific Studies**

- A traffic study for the portion of La Cienega Boulevard associated with the study area in an effort to separate emission contributions of this source from those attributable to the Inglewood Oil Field.
- A statistical analysis that contains the traffic data from La Cienega Boulevard to establish a correlation between the location, time and date of the drilling activities with the air emissions data.

- A comparison between data gathered by STI with the South Coast Air Quality Management District's (SCAQMD) Multiple Air Toxics Exposure Study IV data, upon release by SCAQMD.

## **2.0 ADDITION AND/OR DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS**

- 2.1 This scope of work may require modifications to accommodate special tasks or projects which may arise during the course of the contract; including adding/deleting specific tasks, work products, meetings, and/or work hours. At any time during the contract, the Contractor may be notified in writing of desired changes by the County. Any desired changes must be mutually agreed upon, in writing, between the Contractor and the County.
- 2.2 All changes must be made in accordance with sub-paragraph 8.1 of the Contract, entitled Amendments.

## **3.0 QUALITY CONTROL**

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the County Contract Project Monitor for review. The plan shall include, but may not be limited to the following:

- 3.1 Method of monitoring to ensure that Contract requirements are being met; and
- 3.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

## **4.0 QUALITY ASSURANCE PLAN**

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Contract, Paragraph 8, Standard Terms and Conditions, Sub-paragraph 8.15, County's Quality Assurance Plan.

### **4.1 Contract Discrepancy Report (SOW Exhibit 1)**

Verbal notification of a Contract discrepancy will be made to the Contract Project Monitor as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

The County Contract Project Monitor will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Contract Project Monitor within five (5) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the County Contract Project Monitor within five (5) workdays.

### **4.2 County Observations**

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

## **5.0 RESPONSIBILITIES**

The County's and the Contractor's responsibilities are as follows:

### **COUNTY**

#### **5.1 Personnel**

The County will administer the Contract according to the Contract, Paragraph 6.0, Administration of Contract - County. Specific duties will include:

- 5.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.
- 5.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 5.1.3 Preparing Amendments in accordance with the Contract, Paragraph 8.0, Standard Terms and Conditions, Sub-paragraph 8.1 Amendments.

#### **5.2 Furnished Items**

- 5.2.1 County Holiday Calendar
- 5.2.2 Baldwin Hills Community Standards District Final Environmental Impact Report (Final EIR) including the health risk assessment data used as part of the Hotspots Analysis and Reporting Program (HARP) modeling in the EIR (in CD format)
- 5.2.3 Equipment Source Test Reports
- 5.2.4 Soil Gas Vapor Testing Reports
- 5.2.5 Air Monitoring Data from Drilling Operations (This is a voluminous amount of data. The Plains Exploration and Production Company (PXP) will work with Contractor on data needs).
- 5.2.6 Meteorological Data
- 5.2.7 Electronic Submittal to AQMD of Annual Emission Reports

### **CONTRACTOR**

#### **5.3 Project Manager**

- 5.3.1 Contractor shall provide a full-time Project Manager or designated alternate. County must have access to the Project Manager during all work-week days (Monday through Thursday), between 9:00am and 5:00pm, 52 weeks per year. Contractor shall provide a telephone number where the Project Manager may be reached on a four (4) day work-week, eight (8) hours per day basis.
- 5.3.2 Project Manager shall act as a central point of contact with the County.
- 5.3.3 Project Manager shall have a minimum of three (3) years of experience, within the last five (5) years, managing equivalent or similar projects.

5.3.4 Project Manager/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Project Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.

#### **5.4 Personnel**

Contractor shall assign a sufficient number of employees to perform the required work. At least one employee on site shall be authorized to act for Contractor in every detail and must speak and understand English.

#### **5.5 Identification Badges**

Contractor shall ensure their employees are appropriately identified as set forth subparagraph 7.3 . Contractor's Staff Identification, of the Contract.

#### **5.6 Materials and Equipment**

The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee.

#### **5.7 Training**

5.7.1 Contractor shall provide training programs for all new employees and continuing in-service training for all employees.

5.7.2 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked for safety when team members are on-site and checked remotely to ensure they are operational at least twice-weekly. All employees must wear safety and protective gear according to OSHA standards.

#### **5.8 Contractor's Office**

Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 9 a.m. to 5 p.m., Monday through Thursday, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. **The Contractor shall answer calls received by the answering service within twenty-four (24) hours of receipt of the call; or by 3 p.m. of the following business day.**

#### **5.9 Accessing the Oil Field**

To ensure safety during data collection at the Oil Field, Contractor shall provide notice to PXP at least two (2) days before any scheduled visit by contacting the following PXP representative, Monday through Friday, between 7:00 a.m. and 3:00 p.m. Contractor shall discuss emergency access with PXP and obtain authorization from PXP prior to commencement of data collection.

Ms. Candace L. Salway  
Plains Exploration & Production Company  
EH&S Manager, California Onshore . LA Basin

5640 S. Fairfax Avenue  
Los Angeles, CA 90056  
Phone: 323.298.2266 (office)  
Mobile Phone: 323.855.2386 (cell)  
E-mail: [csalway@pxp.com](mailto:csalway@pxp.com)

Contractor's employees must wear appropriate personal protective equipments including steel toe boots, hardhat, safety glasses and fire retardant clothing while on site and be escorted by a PXP agent.

## **6.0 WORK SCHEDULES**

- 6.1 Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the County Project Manager for review and approval within three (3) working days prior to scheduled time for work.

## **7.0 UNSCHEDULED WORK**

- 7.1 The County Project Manager or his/her designee may authorize the Contractor to perform unscheduled work, including, but not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, acts of God, and third party negligence; or to add to, modify or refurbish existing facilities.
- 7.2 Prior to performing any unscheduled work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials. If the unscheduled work exceeds the Contractor's estimate, the County Project Director or his designee must approve the excess cost. In any case, no unscheduled work shall commence without written authorization.
- 7.3 When a condition exists wherein there is imminent danger of injury to the public or damage to property, Contractor shall contact County's Project Director for approval before beginning the work. A written estimate shall be sent within twenty-four (24) hours for approval. Contractor shall submit an invoice to County's Project Director within five (5) working days after completion of the work.
- 7.4 All unscheduled work shall commence on the established specified date. Contractor shall proceed diligently to complete said work within the time allotted.
- 7.5 The County reserves the right to perform unscheduled work itself or assign the work to another Contractor.

## **8.0 GREEN INITIATIVES**

- 8.1 Contractor shall use reasonable efforts to initiate green practices for environmental and energy conservation benefits.
- 8.2 Contractor shall notify County's Project Manager of Contractor's new green initiatives prior to the contract commencement.

## **9.0 PERFORMANCE REQUIREMENTS SUMMARY**

All listings of services used in the Performance Requirements Summary (PRS) (SOW Exhibit 2) are intended to be completely consistent with the Contract and the SOW, and are not meant in any

case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.

### EXHIBIT B-1 PRICING SCHEDULE

TASK NO.	DESCRIPTION	BUDGET
1	Meetings and Deliverables	\$66,061
2	Procure Equipments/Training	\$18,846
3	Site Selection/Setup	\$20,061
4	Website Design	\$9,952
5	Monitoring and Observation	\$53,001
6	Data Validation	\$16,494
7	Passive Sampling	\$29,836
8	Data Analysis	\$35,640
9	Traffic and Statistical Analyses; Data Comparison	\$20,000
TOTAL		\$269,891

## EXHIBIT C-1 CONTRACTOR'S PROJECT SCHEDULE

The schedule assumes that the contract between Los Angeles County and STI is fully in place by July 15, 2012, and that public meetings and review comments can be received in a timely manner. Note that the routine monthly maintenance visits and monthly progress reports are not listed in the table. Progress reports will be delivered by the tenth day of each month, with the first report tentatively scheduled for August 10.

Task or Deliverable	Notes	Due Date
Develop draft work plan (DWP) and submit to County and SCAQMD for review	The DWP will contain details of air toxics sampling and quality control procedures	August 10, 2012
Address County and SCAQMD comments on DWP and present the DWP to the Community Advisory Panel (CAP)		September 10, 2012
County consolidates CAP comments on DWP and delivers to STI		September 21, 2012
STI finalizes and delivers the final work plan (FWP) to the County		October 1, 2012
County approves FWP and STI begins implementation of FWP	STI works with PXP to finalize site access procedures/routines, and delivers the enclosures and trailer to the four sites that were selected on April 25, 2012; trailer leveled, anchored, and met tower installed	October 2012
Electrical (power) infrastructure is finalized at the four selected sites N, S, E, and W	Two sites (sites S and E) will have 110/220V, 50A single phase power to accommodate trailer. This work to be undertaken by PXP electrical contractors and billed to STI directly.	October 2012
First quarterly in-person meeting; install XACT metals monitor and meteorological trailer at site S and aethalometer enclosures at other three sites and begin monitoring; establish data communications and finalize website	Sub-hourly monitoring of black carbon and metals slated for November start date to capture driest portion of winter season under diurnal onshore/offshore wind flows	November 2012
Move XACT/met trailer to Site E	Nominal target date	December 2012
Conduct preliminary data analysis to inform the spatial and temporal characteristics of the passive sampling arrays; initiate logistics for siting of winter season VOC and carbonyl passive sampling	Some passive sites may require cooperation of community members	December 2012
Install cool season VOC and carbonyl passive sampling arrays; evaluate status of metals monitor deployment: continue or remove		January 2013

<b>Task or Deliverable</b>	<b>Notes</b>	<b>Due Date</b>
Collect cool season VOC and carbonyl passive sampling arrays and analyze		one week after installation
Second in-person quarterly meeting		February 2013
Install warm season VOC and carbonyl passive sampling arrays		May 2013
Third in-person quarterly meeting; Collect warm season VOC and carbonyl passive sampling arrays and analyze		May 2013
Lab analyses of BTEX and carbonyl samples complete		June 2013
Analysis of metals data, VOC data, and carbonyl data complete		August 2013
Fourth in-person quarterly meeting		August 2013
Monitoring complete		November 2013
Draft Report		April 2014
Draft Report meeting		April 2014
Receive final comments on Draft Report		May 2014
Incorporate additional studies from MRS and MATES IV data from AQMD (or upon receipt)		September 2014
Final Draft Report		October 2014
Final Draft Report Meeting		October 2014
Receive final comments on Final Draft Report		November 2014
Final Report		December 2014
Final Report meeting		December 2014
Final CAP meeting		January 2015