

**REQUEST FOR PROPOSAL
TO PROVIDE
OPERATION AND ABANDONMENT SERVICES FOR**

**OIL AND GAS WELL ABANDONMENT
IN BEVERLY HILLS**

RFP NO: 17-65



**CITY OF BEVERLY HILLS
Public Works Department
345 Foothill Road
Beverly Hills, CA 90210**

Release Date
December 15, 2017

Submittal Deadline: 2:00 P.M. January 2, 2018

**Project Contact:
VINCENT CHEE, P.E
(310) 285-2521**

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- ATTACHMENT 1 COST SUMMARY FORM**
- ATTACHMENT 2 STANDARD CONTRACTUAL REQUIREMENTS FOR PUBLIC
IMPROVEMENTS IN THE CITY OF BEVERLY HILLS CALIFORNIA**

EXHIBITS

- Exhibit A -** “Notice of Intention to Abandon/Re-abandon Well(s)”, Sept, 2017, by BHUSD
- Exhibit B -** “Site Drawing Package” (5 Sheets), Sept. 2017, by WZI Inc.
- Exhibit C -** “Site Operation and Abandonment Procedures”, Nov. 2017, by WZI Inc.
- Exhibit D -** “Insurance Requirements”

Article I. INTRODUCTION

The City of Beverly Hills (CITY) is soliciting proposals/bids from qualified teams to provide labor, material and services for the Well Abandonment Project (PROJECT) located at 9865 Olympic Boulevard, Beverly Hills, California (Site). The wells are owned and operated by the Beverly Hills Unified School district (BHUSD). It is of the utmost importance to the CITY to abandon the oil and gas wells in a safe and efficient manner. The Project will use the Cost Plus, Time and Materials project delivery method to implement the abandonments. The successful contractor will enter into an Agreement based on Time and Materials, Open-Book with Fixed Markup. Completion of the Project December 31, 2018 or earlier.

Questions regarding this Request for Proposal shall be submitted in writing by December 22, 2017. Questions should be submitted to Vincent Chee, P.E., at 345 Foothill Road, Beverly Hills California 90210, or by email: ychee@beverlyhills.com or facsimile at (310) 278-1838.

Article II. PROJECT DESCRIPTION

In January 2017, NINETEEN (19) oil and gas wells at the Site were shut down due to the loss of the lease. The former operator of the facility went into bankruptcy and the Site was given to the BHUSD to monitor and abandon in July of 2017. Since then, the wells have been increasing in pressure and repairs have been made in order to maintain the facility in a stable condition. The CITY plans to abandon the wells on behalf of BHUSD. This Project requires the implementation of all necessary improvements to properly abandon the Site's eighteen idle eighteen (18) wells; one (1) well has already been partially plugged.

A detailed analysis and description of the existing conditions and proposed improvements for this Project is included in the following documents:

- "Notice of Intention to Abandon/Re-abandon Well(s)", September, 2017, by BHUSD
- "Site Drawing Package" (5 Sheets), September 2007, by WZI Inc.
- "Site Abandonment Procedure", November 2017 by WZI Inc.

These documents are included as Exhibits A, B, and C to this Request for Proposals. Please note that Well OS-6 is not part of this eighteen (18) well project; it has been partially plugged.

The Project includes the facilitation and coordination of several other key components including:

- Permitting – The CITY has retained WZI Inc. under a separate contract to obtain the permits for this Project. The successful Contractor will be required to work closely with the CITY and WZI Inc. to insure the project is implemented in accordance with permit requirements.

- Peer Review – WZI Inc. will provide peer review and technical oversight of the process related to the Project on behalf of the CITY.

Article III. SCOPE OF SERVICES

PROPOSER shall perform the following services:

Task 1: Operational Support

PROPOSER shall:

- Provide qualified personnel 24 hours a day, 7 days a week. The resumes of the operations personnel to be assigned to the Project must be submitted as a portion of this RFP;
- Monitor Facility and provide reports to satisfy any regulatory reporting requirements identified by the CITY or WZI Inc.;
- Provide daily site monitoring reports, which includes the daily reports and any air emissions monitoring.
- PROPOSER shall inform CITY and WZI Inc. of any related issues and provide recommendations for corrective action at the site when warranted;
- Notify the CITY and WZI Inc. of any needed maintenance or repair;
- Perform or contract third parties to provide approved maintenance and repairs that require specialized expertise; and
- Remove any waste materials identified by the CITY or its WZI Inc.

Task 2: Well Abandonment

PROPOSER shall:

- Provide all staff, materials and subcontractors to complete the abandonment of 18 wells at the Drill Site facility located at 9865 Olympic Boulevard in Beverly Hills, including the California Department of Conservation Division of Oil, Gas, and Geothermal Resources (henceforth "DOGGR") approval of the abandonment. The staff will include but not be limited to a Registered Petroleum Engineer experienced in well drilling, workovers, and abandonments for critical wells as defined in the California Code of Regulations.
- Submit to the CITY and WZI Inc. the technical requirements and specifications for the plugging contract bidding processes that include the minimum qualifications of a potential bidder, the scope of work for the successful bidder and the plugging programs that will be approved by DOGGR.
- Submit to the CITY and WZI Inc., documentation necessary for successful project completion, including DOGGR releases of DOGGR's well abandonment performance bonds for individual wells;
- Submit to the CITY and WZI Inc. the logistics plan for the planned plugging. This should

provide interface with the BHUSD, progress updates to BHUSD and CITY;

- Maintain all site files as directed by the CITY and WZI Inc. until such time as the wells are abandoned, at which time the files will be archived at the direction of the CITY.
- Remove all plugging and abandonment related waste materials from the Site with appropriate characterization. The Waste Disposal site(s) will be approved by the CITY and WZI Inc.

Article IV. REQUIRED QUALIFICATIONS

The selected PROPOSER must have experience in the design and construction of projects of comparable scope, size and quality and exhibit a high level of expertise in the various improvements required for this Project. The Project Manager will be responsible for coordinating the work of the project team and working closely with CITY Staff and WZI Inc. The following qualifications are required:

1. PROPOSER must be able to show recent experience managing competent personnel as direct hired employees for oil and gas well monitoring and performing routine oil and gas well maintenance.
2. PROPOSER must have the ability to direct hire the necessary crafts to perform oil and gas well maintenance and help facilitate oil and gas well abandonment with electricians, pipefitters, boilermakers, millwrights, ironworkers as well as support crafts.
3. PROPOSER must have the depth and ability to provide staff and craft support on a 24/7 basis.
4. PROPOSER must be able to produce resumes for on call personnel to include oil and gas well operators, petroleum engineers, project management personnel, quality control personnel, safety personnel, superintendents and craft support (electricians, pipefitters, boilermakers, millwrights, ironworkers as well as support crafts such as laborers, carpenters and cement finishers).

5. PROPOSER must have the ability to dispatch craft personnel to the site for emergency repairs within a 2-hour timeframe.
6. PROPOSER must be in good standing with Los Angeles/Orange County as well as the State Building Trades.
7. PROPOSER must perform at least 300,000 man-hours of oil and gas related maintenance/construction work per year in California alone.
8. PROPOSER must have a strong balance sheet, excellent pay history and have no history of financial stress.
9. PROPOSER must have a bonding capacity of at least \$2 billion dollars.
10. PROPOSER must show a safety track record history of TRIR (total recordable incident rate) of less than .9 for the last three years and be able to produce OSHA 300 log for the last three years indicating excellent performance with safety EMR below 1.0.
11. PROPOSER must currently hold ASME Certificates of Authorization for the design and manufacturing of pressure piping, pressure vessels, boilers and repairs (PP, U, S and R Stamps).
12. PROPOSER must have an ASME approved corporate quality control program.
13. PROPOSER must have written health and safety programs to support oil and gas well work.
14. PROPOSER must have in house ability to perform necessary oil and gas well engineering for full wrap EPC (engineer, procure and construct) work.
15. PROPOSER must be able to show that they have worked successfully for at least six (6) oil and gas customers/owners in the last three years.
16. PROPOSER must be able to prove ownership of all major pieces of equipment required to support maintenance and construction work associated with this RFP.

17. PROPOSER must have a pipe and vessel fabrication facility in California certified to build ASME PP stamped piping, U stamped vessels and be able to perform R stamp repairs.
18. PROPOSER must have a proven track record of the ability to successfully attract and manage multiple specialty subcontractors on one site on complex oil and gas projects.
19. The PROPOSER shall have experience in design and construction in an urban location.
20. The PROPOSER shall have Cost Plus Open Book Time and Materials experience with similar sized projects in the public market. The experience should include competitively bidding out subcontracted work to ensure transparency and owner involvement in the selection process.
21. The PROPOSER shall have the ability to provide performance and payment bonds, and labor and material bonds in the State of California and in the form prescribed by the CITY, guaranteeing the faithful performance of all obligations under the design-build agreement and the payment of all obligations arising therein.
22. The PROPOSER shall have the ability to obtain insurance in compliance with CITY requirements as described in Exhibit D.

Article V. PROPOSAL REQUIREMENTS

Proposals must be in strict compliance with this RFP. Failure to comply with all provisions of the RFP may result in disqualification. Each Proposal shall contain the full name and address of the Team. PROPOSERS shall furnish additional information as required by the CITY for thorough evaluation of the Proposal. The PROPOSER assumes full and sole responsibility for timely receipt of the completed Proposal at stated location. Proposals that are received after the

deadline specified in this RFP shall be returned; provided, however, that a late Proposal may be considered if it is the only Proposal received.

To ensure consideration, the response to this RFP must be received no later than 2:00 PM on January 2, 2018. The prospective design-build team must submit ten (10) copies of the Proposal to:

City of Beverly Hills – Public Works Department

345 Foothill Road

City of Beverly Hills, CA 90210

Attention: City Vincent Chee, P.E.,

The Proposal should include the following Sections:

1. Project Approach:

- a. Describe the proposed methodology for completing the process for this Project.
- b. Identify key tasks and describe the proposed work plan to demonstrate that the Project can be delivered and the facility can be permitted and operational by December 31, 2018 or earlier.

2. Summary of Qualifications:

- a. List the various businesses that are proposed as the Team and describe their business structure and location and provide a brief history.
- b. List the key personnel who will be managing and directly working on the project and show the proposed organizational structure. Attach resumes of the key personnel committed to delivery this project.
- c. Provide a brief description of the relevant experience for each key team member that benefits this project.

- d. Provide details of relevant experience for three (3) similar projects. Include contact information for owner.
- e. Provide a brief overview of any other relevant project experience and/or experience with negotiated Cost-Plus Time and Material contracts.

3. Prevailing Wage

In accordance with the provisions of Section 1770 et seq, of the Labor Code, the Director of Industrial Relations of the State of California has determined the general prevailing rate of wages applicable to the work to be done. The PROPOSER will be required to pay all workers employed on the Project sum not less than the sums set forth in the documents titled "General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code, Part 7, Chapter I, Article 2, Sections 1770, 1773, 1773.1."

Bidder shall pay prevailing wages to all applicable trades in accordance with all State laws. Bidder shall submit all appropriate evidence of compliance obtained through the State Department of Industrial Relations: DIR-Approved Labor Compliance Program (LCP) for Prevailing Wage Monitoring and Enforcement.

4. Public Works Contractor Registration No.

Under SB 854, PROPOSER is required to register and meet the requirements with the State of California, Department of Industrial Relations to bid on public works contracts. A Public Works Contractor Registration No. shall be obtained and submitted with the proposal.

5. Safety:

- a. Provide an overview of the proposed safety and health program to be utilized for this project.
- b. Describe all OSHA violations and all workers' compensation and safety claims during the past five (5) years for members of the PROPOSER.

- c. Provide a detailed description of the safety record, insurance claim and loss record and Experience Modification Rating (EMR) information for the past three (3) years for members of the Team.

6. Claims and Litigation:

Proposals shall contain responses to the following:

a. PROPOSER as Defendant

- i. Have you, your firm, or any principal in your firm ever had any claims filed against you by any "owner" (including a public agency owner), bonding company, subcontractor or supplier? If yes, describe the nature of each claim and its resolution.
- ii. Have you, your firm, or any principal in your firm ever had been sued by any "owner" (including a public agency owner), or bonding company insuring said "owner" for default on a contract? If yes, provide a description of the case, the court location, case number and the outcome for each lawsuit.
- iii. Have you, your firm, or any principal in your firm ever been sued by a subcontractor or material supplier for default on a contract? If yes, provide a description of the case, the court location, case number and the outcome for each lawsuit.
- iv. During the past 5 years have you, your firm, or any principal in your firm been a defendant in any lawsuit besides those described in the paragraphs above? If yes, provide a description of the case, the court location, case number and the outcome for each lawsuit.

b. PROPOSER as Claimant or Plaintiff

- i. Have you, your firm, or any principal in your firm ever filed a claim against an "owner" (including any public agency owner) or a bonding company

insuring an "owner" for any claims arising under any contract? If yes, provide details as to the nature, date and resolution of any such claim.

- ii. Have you, your firm, or any principal in your firm ever filed a lawsuit against an "owner" (including any public agency owner) or a bonding company insuring an "owner" for any disputes arising under any contract? If yes, provide a description of the case, the court location, case number and the outcome for each lawsuit.

c. Binding Arbitration

- i. Have you, your firm, or any principal in your firm ever had to submit to binding arbitration to resolve a dispute arising from a contract? If yes, what were the circumstances and outcome of such arbitration?

7. Fee Proposal:

- a. Provide a percent mark-up proposal per the Proposal Summary Form attached as Attachment 1.
- b. Provide documentation and back-up information/assumptions used to develop the fee proposal (Attachment 1).

8. Project Comments:

- a. Submit any comments, suggestions or observation for the successful and timely completion of the Project.

9. Insurance and Bond Requirements

The PROPOSER shall provide insurance in accordance Section 3-13 of the City of Beverly Hills, Public Works Department Standard Contractual Requirements, included as part of this RFP. In addition, the Proposer shall guarantee all work against defective workmanship and material furnished by the PROPOSER for a period of one (1) year from the date the

work was completed in accordance with Section 2-11 of the Standard Contractual Requirements. The PROPOSER's sureties for the "Performance Bond" shall be liable for any work that the PROPOSER fails to replace within a specified time.

- a) PROPOSER's Insurance. City shall require its PROPOSER or PROPOSERs which perform the Work to carry and keep in full force and effect the following insurance in at least at following amounts:
- i) Comprehensive General Liability Insurance with minimum limits of Five Million Dollars (\$5,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts;
 - ii) Comprehensive Vehicle Liability insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by PROPOSER in performing the services required by this Agreement;
 - iii) Workers' compensation and employer's liability insurance as required by law;
 - iv) Pollution Liability Insurance covering the PROPOSER's liability arising from Pollution or Environmental Damage or Liability caused during the work performed pursuant to this Agreement.
- The Pollution Liability policy shall provide coverage with minimum limits of Ten Million Dollars (\$10,000,000) combined single limit and in the annual aggregate. Such policy/coverage shall be maintained for not less than one (1) year after the date of final acceptance and completion of the work performed pursuant to this Agreement;
- v) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a A+; VII in the latest edition of Best's Insurance Guide;
 - vi) At all times during the term of this Agreement, the City shall

require PROPOSER to maintain on file with the City Clerk a certificate or certificates of insurance on the form required by the City, showing that the aforesaid policies are in effect in the required amounts. The policies of insurance required by this Agreement shall contain an endorsement naming the City and District as additional insureds. Prior to conducting any work required by this Agreement, PROPOSER shall furnish to the City properly executed Additional Insured Endorsements in favor of the City and District and their officials, officers, employees and agents for the insurance required by this Agreement. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days' prior written notice to the City, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement; and

vii) The insurance provided by the PROPOSER shall be primary to any coverage available to the City or the District. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.

Article VI. SELECTION CRITERIA

The selection process set forth herein is intended to summarize for PROPOSER the process the CITY intends to follow with respect to this RFP. This summary is provided for the convenience of the PROPOSERS and should not be interpreted as a complete or definitive statement of all procedures, conditions, requirements or standards that may apply to any of the Proposal procedures and the CITY reserves the right, at any time and in the exercise of its sole and absolute discretion, to notify the PROPOSERS by amendment of modifications to such procedures, conditions, requirements or standards, by changes, additions or deletions thereto.

CITY will first examine proposals to eliminate those that are clearly non-responsive to the stated requirements. Therefore, PROPOSERS should exercise particular care in reviewing the Proposal format required for this RFP. PROPOSERS will be evaluated based upon the responses provided in the Proposal and in the other documents, if any, that PROPOSERS are required to submit with the completed Proposal. In order to be responsive, PROPOSERS must provide all of the information required by the RFP. Failure to provide information that is requested may be deemed by the CITY as a failure to respond to the RFP. Except as otherwise expressly permitted by the RFP, all information provided shall be current as of the date of submission of the Proposal.

The CITY will delegate a Selection Committee made up of several members of City Staff from various City Divisions/Departments. The Selection Committee will evaluate the proposals and develop a short-list of Teams that have been determined as best qualified to meet the goals of the CITY. The short-listed Teams may be invited to participate in a presentation/interview process with the Selection Committee. The CITY reserves the right as it deems necessary, but shall not have the obligation, as part of the RFP process to conduct discussions with best PROPOSERS determined to be reasonably susceptible of being selected for award for the purpose of

clarification to assure full understanding of, and responsiveness to, solicitation requirements. CITY may request PROPOSERS to clarify and improve proposals, may enter into simultaneous negotiations with more than one PROPOSER, may request oral presentations on the Proposals, and may conduct detailed reference checks on the short-listed PROPOSERS. CITY reserves the right to contact any and all references to obtain, without limitation, information regarding the PROPOSER's performance on previous projects. CITY reserves the right to request substitution of any sub-consultant/sub-contractor on the proposed team. CITY must approve changes in key personnel committed to work on this project subsequent to award of Contract.

The Selection Committee will establish an order/ranking of the best qualified Teams. Based on the evaluation by the Selection Committee, CITY Staff will make a recommendation to CITY Council to authorize the CITY Manager to negotiate and execute a Cost Plus Open Book Time and Materials Agreement with the top ranked PROPOSER

The City shall have absolute discretion in determining the applicability and weight or relative weight of some or all of the criteria listed above and is not required to select the lowest monetary bidder.

Article VII. TERMS AND CONDITIONS

1. Interpretations and Amendments

Nothing stated or discussed orally during any interview, question and answer session, or other meeting shall alter, modify or change the requirements of the RFP. Only the CITY-issued interpretations, explanations or clarifications of this RFP, which are incorporated into a written addendum to this RFP, should be considered by PROPOSERS. All Amendments will be distributed to those requesting a copy of the RFP. It shall be the responsibility of the PROPOSERS to make any inquiries about the Amendments issued. All such Amendments shall become a part of this RFP, and all PROPOSERS shall be bound by such Amendments. Each addendum issued will be on file in the Office of the City Engineer. Each PROPOSER must acknowledge its receipt of all Amendments.

2. Ambiguity, Conflict, or Other Errors in the RFP

If a PROPOSER discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, it shall immediately notify CITY in writing and request the appropriate modification or clarification. CITY will make modifications by issuing a written revision and will give written notice to all parties who have received the RFP. The PROPOSER is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the RFP prior to submitting the Proposal, or any such request shall not be accepted. With regard to implied requirements, products and services not specifically requested in this RFP, but which are necessary to provide the functional capabilities proposed by the PROPOSER, shall be included in the Proposal.

3. Information Provided by the City

Information included in or provided with this RFP is provided solely for the convenience of the PROPOSERS. NO REPRESENTATION OR WARRANTY OF ANY KIND IS MADE BY CITY AS

TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION INCLUDED IN OR PROVIDED WITH THIS RFP. PROPOSERS are solely responsible for conducting such independent due diligence investigations, as may be necessary, for the proper preparation of Qualification Statements. CITY and its employees, agents and advisors are not responsible for the completeness or accuracy of any information distributed or made available, orally or in writing, during this procurement process.

4. Costs and Expenses of PROPOSERS

CITY accepts no liability or responsibility, under any circumstances, for any costs or expenses incurred by PROPOSERS in acquiring, clarifying or responding to any condition, request or standard contained in this RFP. Each PROPOSER that participates in this procurement process does so at its own expense and risk and agrees that CITY shall not reimburse any costs incurred during this process. Further, each PROPOSER shall indemnify and hold harmless CITY from and against any claims for such reimbursement (including any costs and/or attorney's fees) made, directly or indirectly, by or on behalf of such PROPOSER. Costs for developing any Proposal and supporting documentation shall be the sole responsibility of the PROPOSER, and shall be incurred at the sole risk of the PROPOSER, whether or not any award results from this solicitation.

5. Cancellation or Modification of Solicitation and Rejection of any and all Qualifications Statements

The CITY reserves the right to withdraw this RFP, at any time for any reason, and to issue such clarifications, modifications and/or amendments, as it may deem appropriate. If there is any disagreement or discrepancy between this RFP and any supplement or amendment, the most recent supplement or amendment shall govern. The CITY reserves the right to waive minor irregularities in the Proposal(s), if such action is in the best interest of the CITY. Any such waiver shall not modify any remaining RFP requirements or excuse the PROPOSER from full compliance

with the RFP specifications and other Contract requirements if the PROPOSER is awarded the Contract. The CITY shall accept all Proposals that are submitted properly, but reserves the right to accept or reject in whole or in part any or all Proposals submitted. The CITY shall reject the Proposal of any PROPOSER that is determined to be non-responsive. However, the CITY reserves the right to request clarifications or corrections to Proposals. The unreasonable failure of a PROPOSER to promptly supply information in connection with such a request may be grounds for a determination of being non-responsive, and may be subject to elimination. Receipt of a Proposal or submission of a Proposal confers no rights upon the PROPOSER, nor does it obligate CITY in any manner. CITY reserves, at its sole discretion, the right to determine which PROPOSERS are qualified to submit Proposals.

6. Acceptance of Proposals

CITY shall review all Proposals that are submitted properly. However, CITY reserves the right to request clarifications or corrections to the Proposal(s). For Proposals to be reviewed, the submitting company must be in good financial standing with CITY and be current on all licenses and contractual requirements, if any, with the CITY.

7. Conducting Investigations/Requesting Supplementary Information

CITY reserves the right to conduct investigations with respect to the qualifications, experience and representations of the PROPOSER and PROPOSER Team Members, and to require PROPOSERS to supplement, clarify or provide additional information in order for CITY to evaluate the Qualification Statements submitted. Each PROPOSER Team Member, through its request for and receipt of this RFP and participation in this procurement, consents to such investigations.

8. Ownership and Disclosure

Proposals received in response to this RFP will be maintained by the CITY and, by California State Law, are matters of public record and subject to public inspection except for the time reserved for review by the CITY. To the extent allowed by Applicable Law, CITY will not disclose Proposal contents during the period falling between the Proposal Submission and the date of the Notice of Intent to Award the project. However, all information submitted by PROPOSERS becomes a matter of public record upon Notice of Intent to Award the project. Notwithstanding the foregoing, PROPOSER Team Members recognize and agree that neither CITY nor its staff, agents, employees, representatives, nor its advisors shall be responsible or liable in any manner for any losses that a PROPOSER Team Member may suffer from the disclosure of information or materials to third parties or any other claims or damages resulting from this RFP process. All Proposals (other than portions thereof subject to patent or copyright protection) will become the property of CITY to the fullest extent permissible under Applicable Law, upon submission. Regardless of the outcome of this procurement process, the CITY, in accordance with all Applicable Laws, reserves the right to use all information, documents, data, concepts, and other items contained therein, for its own purposes in any manner it elects to do so, without further cost to the CITY.

Article VIII. PROTEST PROCEDURE

Any protest or objection by a PROPOSER/Bidder to the procedures or processes relating to this Request for Proposals or award thereof shall be submitted to the CITY, in writing, in accordance with this paragraph. Any PROPOSER/Bidder may dispute the procedures and processes set forth in this proposal/bid document, the recommendations prior to the award of the contract, or award of the contract by filing a protest provided that all of the following are complied with:

1. The protest must be in writing;

2.The protest is filed with and received by the CITY directed to the Project Manager identified in the Request for Proposals;

3.The protest must be filed within the following time periods:

- a. for any protest regarding the procurement process, including, but not limited to, allegations of improprieties in the solicitation process or in the solicitation documents, the protest must be filed within five (5) calendar days prior to the scheduled submittal date;
- b. for any protest regarding the recommendation of the best bidder, including, but not limited to, allegations of improprieties involving the recommendation to award a contract, the protest must be filed within five (5) calendar days following the CITY's notice of its recommendations to award a contract or prior to award, whichever is earlier; and
- c. for any protest regarding award of the contract, the protest must be filed within five (5) calendar days following the CITY's award of the contract.

4.Failure to timely file the protest shall constitute grounds for the CITY to deny the protest without further consideration of the grounds stated therein. Timely receipt of a protest shall not constitute grounds for postponement of the closing time for receipt of bids.

5.The protest must include all of the following information:

- a. The name, address and phone number of protester;
- b. The name and contact information for communications, if different from the protester;
- c. The name of the project or procurement in question and the contract or bid reference number;
- d. A full and complete detailed statement of the grounds for the protest, including without limitation, all facts, supporting documentation, legal authorities and argument in support of the grounds for the protest. Any grounds not set forth in

the written protest shall be deemed waived. All factual contentions must be supported by competent, admissible and credible evidence. Any protest not conforming to the foregoing shall be rejected as invalid; and

e. The desired remedy or relief sought by the protester.

6. Upon receipt of a protest in compliance with this paragraph, the CITY will issue a decision on the protest. The procedures and time limits set forth in this paragraph are mandatory and the Bidder's sole and exclusive remedy in the event of a Bid Protest. The failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest at any time or for any purpose, including, but not limited to, the filing of a claim under the Government Code, appeal to any funding agency or any other legal proceedings.

ATTACHMENT 1

COST PLUS OPEN-BOOK TIME AND MATERIALS PROPOSAL COST SUMMARY FORM BEVERLY HILLS ABANDONMENT PROJECT

Note: This Cost proposal is to be developed using an estimated construction cost not to exceed \$7.0 Million as follows:

Monitoring and Maintenance: \$ 1.7 Million
Abandon 18 Wells: \$ 5.3 Million

Actual budget shall be finalized as the Cost-Plus Time and Materials with Fixed Mark-up.

FIRM NAME: _____		
FIRM LOCATION: _____		
DESCRIPTION		Fixed Mark-Up %
1.0	OPERATIONS	
1.1	Construction mark-ups for profit, overhead, general conditions itemized to include bonds, insurance, costs for all on-site and off-site staff including corporate office overhead costs such as accounting and Management Information Systems.	
2.0	ABANDONMENT	
3.1	Construction mark-ups for profit, overhead, general conditions itemized to include bonds, insurance, costs for all on-site and off-site staff including corporate office overhead costs such as accounting and Management Information Systems.	
3.0	OTHER COSTS	
4.1	Other Costs (If any) – Itemize on separate sheet	

ATTACHMENT 2

Standard Contractual Requirements For Public Improvements In the City of Beverly Hills California

ATTACHMENT 2

STANDARD CONTRACTUAL REQUIREMENTS FOR PUBLIC IMPROVEMENTS IN THE CITY OF BEVERLY HILLS CALIFORNIA

AS ADOPTED BY
THE DEPARTMENT OF PUBLIC WORKS
ON NOVEMBER 1, 1976

PART I

GENERAL PROVISIONS

1-01 APPLICABILITY - Whenever these Standard Contractual Requirements are referred to in any proposal form, specifications, or contract for any work of public improvement proposed to be made by the City of Beverly Hills, they are made an integral part of all such documents pertaining to such work and are incorporated in each of such documents by reference as though set forth at length therein.

1-02 DEFINITION OF TERMS - The following terms, unless the context requires a different meaning, when used herein or in the proposal form, specifications, or the contract, shall have the following meanings:

BIDDER - Any individual, firm, partnership, corporation, or combination thereof, submitting a proposal for work contemplated.

BIDDER'S SECURITY - The cash, cashier's or certified check, or bidder's bond accompanying the proposal submitted by the bidder, as a guaranty that the bidder will enter into a contract with the City for the performance of the work if the contract is awarded to the bidder.

CITY - The City of Beverly Hills, California.

CITY ATTORNEY - The City Attorney of the City.

CITY CLERK - The City Clerk of the City.

CITY ENGINEER - The City Engineer of the City

CITY COUNCIL - The Council of the City of Beverly Hills.

ATTACHMENT 2

CODE - The terms Business and Professions Code, Civil Code, Government Code, Labor Code, and Streets and Highways Code refer to codes of the State of California.

CONTRACT DOCUMENTS - The written agreement covering the performance of the work and the furnishing of labor, materials, tools, and equipment in the construction of the work. The contract shall include the notice to bidders, proposal, plans, specifications, these Standard Contractual Requirements, and contract bonds; also any and all supplemental agreements amending or extending the work contemplated and which may be required to complete the work in a substantial and acceptable manner.

CONTRACTOR - The person or persons, firm, partnership, corporation, or combinations thereof, which have entered into a contract with the City, as party or parties of the second part.

INSPECTOR - The Inspector of the Department of Public Works of the City, authorized by the City Engineer to represent him in the field during the performance of the work.

NOTICE TO BIDDERS - The public advertisement through which the City invites bids for the performance of specific work.

PLANS - The official project drawings and Standard Drawings, profiles, cross sections, working drawings and supplemental drawings, or reproductions thereof, approved by the City Engineer, which show the location, character, dimensions, and details of the work to be performed.

PROJECT DRAWINGS - The project drawings are specific details and dimensions to the work and are supplemented by the Standard Drawings insofar as the same may apply.

PROPOSAL OR BID - The offer of the bidder for the work when made out and submitted on the prescribed proposal form, properly signed and guaranteed.

PROPOSAL FORM - The form furnished to prospective bidders by the City, for use by the bidder in preparing and submitting a bid.

PUBLIC UTILITIES - Railroad tracks, overhead or underground wires, pipe lines, conduit, ducts or structures owned, operated or maintained along or across a public right of way, including such installations owned by the Water Department, the Fire Department or the Police Department of the City, but excluding sewers, storm drains, street lighting systems and traffic signal systems owned by the City and operated or maintained by the Department of Public Works.

PUBLIC WORKS DIRECTOR - The Public Works Director of the City.

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REFERENCE SPECIFICATIONS - Bulletins, standards, rules, methods of analysis or test, codes, and specifications of other agencies, engineering societies, or industrial associations referred to on the plans or in the specifications, copies of which are on file in the office of the City Engineer.

ROADWAY - That portion of a street or alley reserved for vehicular use.

SPECIFICATIONS - The project specifications prepared for the proposed work, and specifications included therein by reference, including standard specifications of other agencies, and any other specifications contained or referred to in supplemental agreements between the Contractor and the City.

STANDARD DRAWINGS - Plans of structures or devices adopted for work in the City and referred to on the plans or in the specifications by title or index number, or standard drawings or plans of other agencies which are referred to on the plans or in the specifications.

STATE - The State of California.

STREET SUPERINTENDENT - The City Engineer who has been authorized by the City Council to act in the capacity of Street Superintendent in the course of improvements carried under the proceedings of the Improvement Act of 1911, as amended, now a part of the Streets and Highways Code, as amended.

SUBCONTRACTOR - The person or persons, firm, partnership, corporation or combinations thereof, which have entered into a contract with the Contractor to perform part of the work.

SUBGRADE - The surface to be used as a base for the pavement, gutter sidewalk, conduit, pipe, or structure proposed to be installed.

SURETY - Any individual, firm or corporation, bound with and for the Contractor for the acceptable performance, execution, and completion of the work, and for the satisfaction of all obligations incurred.

WORK, PROJECT OR IMPROVEMENT - All the work specified, indicated, shown or contemplated in the contract to construct the improvement including all alterations, amendments, or extensions thereto made by change order or other written orders of the City Engineer.

The meaning of any other word not mentioned herein shall be clarified by the City Engineer at the request of the Contractor, who shall accept the furnished interpretation as representing the true meaning of such word.

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1-03 ABBREVIATIONS - Following is a list of the most common abbreviations and symbols used on the plans and in the specifications.

ABBREVIATIONS

WORD or WORDS

AC	Asphalt concrete
ASTM	American Society for Testing Materials
BC	Beginning of curve
BCR	Beginning of curb return
BHW	Beverly Hills Water Department
BM	Bench mark
BVC	Beginning of vertical curve
CB	Catch basin
CC or C/C	Center to center
CF	Curb face
cfs	Cubic feet per second
CIP	Cast iron pipe
CL or C	Center line
CMP	Corrugated metal pipe
Conc.	Concrete
Cu.	Cubic
D	Diameter of pipe
Dia.	Diameter
Dr	Drive
DW&P	Los Angeles Department of Water & Power
Dwy.	Driveway
EC	End of curve
ECR	End of curb return
EG	Edge of gutter
Elev.	Elevation
EVC	End of vertical curve
Ex or Exist.	Existing
FB	Field Book
FH	Fire hydrant
FL	Flow line
fps	Feet per second
FS	Finished surface
Ft.	Foot or feet
Galv.	Galvanized
GL	Ground line
Gr	Grade
H	High or height

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HC	House connection (sewer)
Hor.	Horizontal
ID	Inside diameter
JC	Junction chamber
JS	Junction structure
L	Length
LACFCD	Los Angeles County Flood Control District
L&T	Lead and tack
LD	Local depression
Lin	Linear
Long	Longitudinal
MH	Manhole
MTD	Multiple tile duct
MWD	Metropolitan Water District
No.	Number
OD	Outside diameter
OLC	Ornamental lighting conduit
PCC	Portland cement concrete or point of compound curvature
PI	Point of intersection
PL	Property line
PP	Power pole
PRC	Point of reverse curvature
Prop.	Proposed
psi	Pounds per square inch
PT	Point of tangency
PT&T	Pacific Telephone & Telegraph Co.
Pvmt.	Pavement
Q	Rate of flow
R	Radius
RC	Reinforced concrete
RCP	Reinforced concrete pipe
Rdwy	Roadway
R&O	Rock and oil
R/W	Right of way
S	Slope
San.	Sanitary
SCE	Southern California Edison Company
SCG	Southern California Gas Company
SD	Storm drain
Spec.	Specifications
SPCo	Southern Pacific Company
Sq.	Square
SS	Sanitary sewer
St.	Street
Sta.	Station

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Std.	Standard
Str.Gr.	Straight Grade
T	Tangent distance
TC	Top of curb
TS	Traffic signal or transition structure
TSC	Traffic signal conduit
USC&GS	United States Coast and Geodetic Survey
USGS	United States Geological Survey
V	Depth of catch basin
v	Velocity
VC	Vertical curve
Vert.	Vertical
W	Width
WS	Water surface or wearing surface
Yd	Yard or yards

The meaning of any other symbol or abbreviation not shown on the preceding list and not clarified in the plans, specifications, or contract, shall be interpreted by the City Engineer at the request of the Contractor, who shall accept such interpretation as representing the true meaning thereof.

REV 10-30-80

REV 10-12-88

REV 07-17-90

REV 03-13-91

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PART 2

PROPOSAL REQUIREMENTS

2-01 PROPOSAL FORMS - All bids must be submitted on the proposal form attached to the specifications for a given project, and shall be delivered at the office of the City Clerk of Beverly Hills, located at 455 North Rexford Drive, Beverly Hills, California 90210.

All proposals must give the prices bid, both in written words and in figures, and must be signed by the bidder, who must state his/her address. If the proposal is made by an individual, his/her name, post office address, and telephone number must be given. If made by a firm or partnership, the proposal must show the name, post office address, and telephone number of each member of the firm or partnership must be shown. If made by a corporation, the proposal must show the name of the state under the laws of which the corporation was chartered, and the names, title and business addresses of the president, secretary and treasurer.

2-02 REJECTION OF PROPOSALS CONTAINING ALTERATIONS, ERASURES OR IRREGULARITIES - Proposals may be rejected by the City Council if they show any alterations of form, additions not called for, conditional or alternative bids, incomplete bids, erasures or irregularities of any kind. The City reserves the right to reject any or all bids, and to waive any informality or irregularity in any bid.

2-03 BIDDER'S SECURITY - Each bid submitted must be accompanied by cash, cashier's check, or certified check made payable to the City, or a bidder's bond in favor of the City, in the form set forth in Exhibit "A" attached hereto. Any of the foregoing types of bidder's security must be in an amount equal to at least ten percent (10%) of the total bid submitted by the bidder for the project. A bidder's bond shall be executed by a corporate surety acceptable to, and approved by, the City Attorney. A bid will not be considered unless one of the above-mentioned forms of bidder's security is enclosed with it.

2-04 FORFEITURE OF THE BIDDER'S SECURITY - If the successful bidder fails to execute the contract and furnish the necessary bonds and insurance within ten (10) days from the date of award of the contract, the bidder's security shall be forfeited to the City as liquidated damages.

2-05 BONDING LETTER - If cash, or cashier's check, or a certified check is furnished for the bid bond, a letter is required from a bonding company stating that in the event the contract is awarded to the bidder the bonding company will furnish, at the bidder's expense, the bonds required by Paragraph 2-11 hereof.

2-06 WITHDRAWAL OF BIDS - A bid may be withdrawn by a bidder prior to, but not after, the date and hour fixed for the opening of the bids, as said date and hour are

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specified in the Notice to Bidders.

2-07 JURISDICTION OF THE CITY COUNCIL REGARDING BIDS - All bids shall be under the jurisdiction of the City Council and subject to final acceptance or rejection until after the City Council has awarded the contract and said contract has been duly entered into with the successful bidder.

2-08 DECISION AS TO WHICH CONTRACTOR IS THE LOWEST AND BEST BIDDER - All bidders must submit with their proposal satisfactory evidence that they are capable of performing the work in accordance with the plans and specifications. The City Engineer may require any bidder bidding on any public improvement to submit experience records covering a three-year period. The City Council may reject the bid of any bidder who has been delinquent or unfaithful in the performance of any previous contract work. The decision of the City Council as to which bidder is considered the "lowest responsible bidder" will be based not only on the actual amount of the bid but also on the relative competence and experience of the bidders, with particular regard to the quality of performance of any work done by them for the City in the past, and such decision shall be final and binding upon all persons.

2-09 AWARDS - A decision with reference to the acceptance of bid and the award of a contract will be made by the City Council within sixty (60) days after the opening of bids.

2-10 EXECUTION OF THE CONTRACT - The contract, in the form set forth in Exhibit "C" attached hereto, shall be executed by the successful bidder, in accordance with the instructions set forth in Exhibit "B" attached hereto, and returned to the City for execution by the City, and shall be accompanied by the bonds required in Paragraph 2-11 hereof and the evidence of insurance required by Paragraph 3-12 hereof, all within ten (10) days after the bidder has received notice of the award of the contract. No bid or proposal shall be considered binding upon the City until such time as it has been executed by the City. The failure of the successful bidder to execute the contract and to submit acceptable bonds and evidence of insurance as, and within the time, required shall be cause for the annulment of the award and the forfeiture of the bidder's security.

2-11 CONTRACT BONDS - The successful bidder shall furnish to the City, at his own expense, two surety bonds. One bond shall be in the amount of One Hundred percent (100%) of the contract price, in the form set forth in Exhibit "D" attached hereto, to guarantee faithful performance of the contract work. The "Performance Bond" shall guarantee that all materials and workmanship will be free from original or developed defects. The "Performance Bond" must remain in effect until the end of all warranty periods set forth in the contract.

All work shall be guaranteed by the Contractor against defective workmanship and materials furnished by the Contractor for a period of one (1) year from the date the work was completed. The Contractor shall replace or repair any such defective work in a manner satisfactory to the City Engineer, after notice to do so from the City Engineer, and within the time specified in the notice. If the Contractor fails to make such replacement or repairs within the time specified in the notice, the City may perform this work and the Contractor's sureties shall be liable for the cost thereof.

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The other bond, in an amount not less than One Hundred percent (100%) of the contract price in the form set forth in Exhibit "E" attached hereto, shall be furnished as required by Section 2-4 of the latest edition of the "Standard Specifications for Public Works Construction", adopted by a Joint Cooperative Committee of the Southern California Chapter of the American Public Works Association and Southern California District of the Associated General Contractors of California.

Each bond shall be executed in accordance with the instructions set forth in Exhibit "E" attached hereto, and each bond shall be executed by a corporate surety acceptable to, and approved by, the City Attorney.

2-12 RETURN OF BIDDER'S SECURITY - If cash, or cashier's check, or certified check is furnished as bidder's security, the City Clerk will return the bidder's security (excepting anyone subject to forfeiture) upon the occurrence of either of the following: the decision of the Council not to award a contract, or the compliance by a successful bidder with Paragraph 2-10 hereof.

2-13 EXAMINATION OF THE SITE OF THE WORK, PLANS AND SPECIFICATIONS - Before submitting their bids, all bidders are required to examine carefully the site of the project and the proposal, plans, specifications, and contract forms for the work contemplated, and it will be assumed that all bidders have investigated and are satisfied with the conditions to be encountered as to the character, quality, and quantities of work to be performed and materials to be furnished, as well as to the requirements of the plans, specifications, and the contract. Quantities and dimensions, as shown on the plans, specifications, and proposal form, shall be considered as being only approximate and merely intended to assist the bidders in checking their own figures as ascertained at the site of the proposed work. The submission of a proposal shall constitute a representation and warranty by the bidder that the bidder has made such an examination.

2-14 COMPLIANCE WITH THE PROVISIONS OF THE GOVERNMENT CODE All contractors shall conform with the provisions of Sections 4100 to 4113, inclusive, of the Public Contract Code, as amended, concerning subcontractors and subcontracts.

2-15 REJECTION OF BIDS - Proposals may be rejected by the City Council, whereupon evidence of prior performance of the bidder, the City Council has made a finding that within a three-year period prior to the bid opening the bidder is not a responsible contractor because of past unsatisfactory performance with the City or with other public entities.

2-16 COMPLIANCE WITH PROVISIONS OF THE FEDERAL EQUAL EMPLOYMENT OPPORTUNITY BID CONDITIONS - All bidders to be eligible for the federally-assisted or non-exempt federal construction contracts in the area of jurisdiction of the Los Angeles Building and Construction Trades Council must comply with the provisions of the greater Los Angeles Plan or the affirmative action program, both of which are set forth in the Federal Equal Employment Opportunity Bid Conditions incorporated by reference herein and attached hereto as Exhibit "H" pursuant to the

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U.S. Department of Labor Orders dated September 23, 1971.

NOTE: Exhibit "H" will not be attached hereto for projects which are not financed with federal funds.

2-17 INTERPRETATION OF CONTRACT DOCUMENTS - No oral interpretations will be made to any bidder as to the meaning of the contract documents. Should a prospective bidder discover discrepancies or omissions in the contract documents or should a bidder be in doubt as to the meaning of the contract documents, the bidder shall request clarification or modification from the City. Request for an interpretation shall be made in writing and delivered to the City at least 10 days (240 hours) before the time announced for opening the proposals. Interpretations by the City will be in the form of an addendum to the contract documents and, when issued, will be sent as promptly as is practical to all parties to whom the contract documents have been issued. All such addenda shall become part of the contract. The submission of a proposal by the bidder shall constitute the acknowledgment that if awarded the contract, the bidder has carefully reviewed the contract documents, based a bid solely on these documents, found them free of any ambiguity and sufficient for bid purposes, and has not relied on any explanations or interpretations from any other source except as provided for herein.

REV 10-30-80

REV 10-12-88

REV 08-19-91

REV 11-22-95

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PART 3

LEGAL RELATIONS AND RESPONSIBILITY TO THE CITY

3-01 LAWS TO BE OBSERVED - The Contractor shall be knowledgeable of all existing and pending State and national laws and all municipal ordinances and regulations of the City, which in any manner affect those employed in the work, or the material used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having jurisdiction or authority over the same. The Contractor shall particularly observe all ordinances of the City in relation to the obstruction of streets or conduct of the work, keeping open passageways and protecting the same where they are exposed or dangerous to traffic.

3-02 SOCIAL SECURITY REQUIREMENTS - The Contractor shall furnish to the City satisfactory evidence that he/she and all subcontractors are complying with all requirements of the Federal and State Social Security legislation. The Contractor, at any time on request, shall satisfy the City that the Social Security and Withholding Tax are being properly reported and paid.

3-03 PREVAILING WAGES - In accordance with the provisions of Section 1770 et seq., of the Labor Code, the Director of the Department of Industrial Relations of the State of California has ascertained the general prevailing rate of wages applicable to the work to be done under contract for public improvement. The Contractor will be required to pay to all employees on the project sums not less than the sums set forth in the documents entitled "General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1."

A copy of said documents is on file and may be inspected in the office of the City Engineer in Room G10 of the Beverly Hills City Hall located at 455 North Rexford Drive, Beverly Hills, California 90210.

3-04 PENALTIES - The Contractor shall comply with Labor Code Section 1775 and shall forfeit, as a penalty to the City, the sum of twenty-five (\$25.00) dollars for each calendar day or portion thereof during which the Contractor or any subcontractor has paid to any worker employed in the project an amount less than that required by the provisions of the preceding Paragraph 3-03.

3-05 PAYROLL RECORDS - The Contractor's attention is directed to Section 1776 of the Labor Code, relating to accurate payroll records, which imposes responsibility upon the Contractor for the maintenance, certification, and availability for inspection of such records for all persons employed by the Contractor or by the subcontractors in connection with the project. The Contractor shall agree through the Contract to comply with this section and the remaining provisions of the Labor Code.

3-06 WORKING HOURS - The Contractor shall forfeit, as penalty to the City, the sum of twenty-five (\$25.00) dollars for each worker employed in the execution of the contract

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by the Contractor or subcontractors for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, in violation of the provisions of Article 3, Chapter 1, Part 7, Division 2 of the Labor Code (Section 1810 et seq.).

3-07 APPRENTICES - Attention is directed to the provisions of Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor. The Contractor and all subcontractors shall comply with the requirements of said sections in the employment of apprentices.

Information relative to apprenticeship standards and administration of the apprenticeship program may be obtained from the Department of Industrial Relations, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

3-08 COLLUSION IN BIDDING - Any collusion between bidders bidding on the work and limiting free competition in bidding, shall be considered unlawful and may prevent a Contractor who has been a party thereto from receiving payment under the contract.

3-09 REGISTRATION OF CONTRACTORS - Only a Contractor licensed in accordance with the provisions of Chapter 9, Division 3 of the Business and Professions Code shall be permitted to enter into a contract with the City for any public improvement.

3-10 PERMITS AND LICENSES - The Contractor shall procure all permits and licenses, pay all charges and fees and give all notices necessary and incidental to the due and lawful prosecution of the work.

3-11 PATENTS - The Contractor shall assume all responsibility arising from the use of any patented, or allegedly patented, materials, equipment, devices, or processes used on or incorporated in the work, and shall defend, indemnify, and hold harmless the City, and each of its officers, agents, and employees from and against any and all liabilities, demands, claims, damages, losses, costs, and expenses, of whatsoever kind or nature, arising from such use.

3-12 INDEMNITY - The Contractor agrees to defend, indemnify, and save harmless the City and each of its officers, agents, and employees, from and against any and all liabilities, demands, claims, damages, losses, costs and expenses of whatsoever kind or nature, including, but not limited to, any and all direct and indirect cost of defense (including attorney fees and court costs), made against, or incurred or suffered by, any such indemnity as a direct or indirect consequence of entering into this contract or of injury, sickness, or disease, including death, to persons or injury to, or destruction of, property, including, but not limited to, the loss of use of property, resulting directly or indirectly from, or in any manner connected with or pertaining to any and all operations, and any and all activities, omissions and conditions in any manner connected therewith or pertaining thereto, of the Contractor under the contract.

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3-13 INSURANCE AND WORKER'S COMPENSATION - Contractor 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 performance of the work by the Contractor, his agents, representatives, employees or subcontractors, pursuant to contractor's bid or any subsequent contract. Insurance, together with an endorsement in substantially the form set forth in Exhibit "F", attached hereto, shall be of the type, in the amounts and subject to the provisions described below.

- A. Commercial general liability coverage at least as broad as Insurance Services Office Commercial General Liability occurrence coverage ("occurrence" form CG0001, Ed. 11/88) with a limit of not less than \$2,000,000 per occurrence. If the insurance includes a general aggregate limit, that limit shall apply separately to this contract or it shall be at least twice the required per occurrence limit.
- B. Business automobile liability insurance at least as broad as Insurance Services office form CA 0001 (Ed. 12/90) covering Automobile Liability, code 1 "any auto" and endorsement CA 0029 (Ed. 12/88) with a limit not less than \$1,000,000 per accident.
- C. Workers Compensation Insurance as required by the State of California and employers liability insurance with a limit not less than \$1,000,000 per accident in substantially the form set forth in Exhibit "G", attached hereto.
- D. Evidence of Coverage:
 - 1. Prior to commencement of work under this contract, or within 10 days of notification of award of contract, whichever is shorter, Contractor shall file certificates of insurance with original endorsements evidencing coverage in compliance with this contract and in a form acceptable to City. The certificate shall be on the City's standard proof of insurance form.
 - 2. Contractor shall provide to City, on request, a complete copy, including all endorsements and riders, of any insurance policy.
 - 3. During the term of this agreement, Contractor shall maintain current valid proof of insurance coverage, with City at all times. Proof of renewals shall be filed prior to expiration of any required coverage and shall be provided on the City's standard proof of insurance form.
 - 4. Failure to submit any required evidences of insurance within the required time period shall be cause for termination for default, and shall be cause for forfeiture of this bidder's bid security, if applicable.
 - 5. In the event Contractor does not maintain current, valid evidence of insurance on file with City, City may, at its option, withhold payment of any moneys owed to Contractor, or which it subsequently owes to Contractor, until proper proof is filed.
- E. All insurance coverage shall be provided by insurers with a rating of B+; VII, or better in the most recent edition of Best's Key Rating Guide, Property-Casualty Edition.
- F. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided or canceled and shall not be reduced in coverage

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or limits except after 45 days prior written notice provided to the City. Upon prior request of the carrier, the notice period may be reduced to 10 days in the event of non-payment of premium.

- G. All liability coverage shall name the City, its City Council and every officer, agent and employees of the City as additional insured with respect to work under this bid or any subsequent contract.
- H. Contractor's insurance and any insurance provided in compliance with these specifications, shall be primary with respect to any insurance or self-insurance programs covering the City, its City Council and any officer, agent or employee of City.
- I. Where available, the insurer shall agree to waive all rights of subrogation against the City, its City Council and every officer, agent and employee of City.
- J. Any deductibles or self-insured retentions shall be declared to and must be approved by City. At the option of the City, either the insurer shall reduce or eliminate the deductibles or self-insured retentions as respects the City, or the Contractor shall procure a bond guaranteeing payment of losses and expenses.
- K. In the event that Contractor does not provide continuous insurance coverage, the City shall have the right, but not the obligation, to obtain the required insurance coverage at Contractor's cost, and the City may deduct all such costs from moneys the City owes to the Contractor or from moneys which it subsequently owes the Contractor.

REV 11-10-97

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PART 4

PROSECUTION AND PROGRESS OF THE WORK

4-01 WORK SCHEDULE -As soon as notified of the award of the contract, the Contractor shall prepare and submit to the City Engineer a work schedule for accomplishing the work. Said schedule must show the dates of the expected start and completion of the various items of the contract work. During a scheduling conference between the Contractor and the City Engineer, the work schedule will be discussed and modified, if necessary, by mutual agreement. The work schedule must be carefully conceived and adhered to, because it will be the basis for the contents of letters addressed to owners of property adjoining the work area, giving them an understanding of the dates on which their street will be under construction and that they may be prevented from using their driveways during the Contractor's operations. Should it become necessary for the City to delay temporarily the work schedule agreed upon during the scheduling conference, every effort will be made to permit a new work schedule at the time most convenient to the Contractor, thus permitting the project to proceed with the shortest intramural movement of equipment. The Contractor shall notify the City Engineer in all such cases, in order to arrive at a mutually satisfactory schedule.

4-02 SUBLETTING AND ASSIGNMENT - The Contractor shall give personal attention to the fulfillment of the contract and shall be in control of the work. The Contractor shall not assign, transfer nor sublet any part of the work without the written consent of the City by the City Engineer and of the Surety of the Contractor's bond, and such consent of Surety, together with a copy of the subcontract, shall be filed with the City Engineer. No assignment, transfer or subletting, even though consented to, shall relieve the Contractor of liability under the contract. Subcontractors shall not be recognized as such, and all persons engaged in the project will be considered as employees of the Contractor, their work being subject to the provisions of the contract and the specifications. Should any subcontractor fail to perform work to the satisfaction of the City Engineer, said subcontractor shall be removed immediately from the project upon request by the City Engineer and shall not again be employed on the work, and the Contractor shall be held liable for the deficient work.

The Contractor shall submit to the City a list with the names, addresses, and telephone numbers of all subcontractors, as a part of, and in addition to the requirements set forth in Paragraph 2-14 hereof.

4-03 CHARACTER OF WORKMAN -The Contractor shall employ none but competent foremen, laborers, and mechanics. Any overseer, superintendent, laborer or other person employed on the work by the Contractor who is intemperate, incompetent, troublesome, or otherwise undesirable, or who fails or refuses to perform the work in the manner specified herein, shall be discharged immediately and such person shall not again be employed on the work.

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4-04 AGENTS OR FOREMAN - In the absence of the Contractor from the site of the project, even if such is only of a temporary duration, the Contractor must provide and leave at the site a competent and reliable agent or foreperson in charge. All notices, communications, orders, or instructions given, sent to, or served upon, such agent or foreperson by the City Engineer shall be considered as having been served upon the Contractor.

4-05 TEMPORARY STOPPAGE OF CONSTRUCTION ACTIVITIES - The City Engineer shall have the authority to suspend the contract work wholly or in part, for such a period of time as he may deem necessary, due to unsuitable weather, or to such other conditions as he considers unfavorable for the proper prosecution of the work, or for such time as he may deem necessary due to failure on the part of the Contractor to carry out orders or to perform any of the requirements of the contract. The Contractor shall immediately comply with such an order from the City Engineer and shall not resume operations until so ordered in writing.

4-06 TIME OF COMPLETION AND LIQUIDATED DAMAGES - If all the contract work is not completed in all parts and requirements within the time specified in the proposal form, the City shall have the right to grant or deny an extension of time for completion, as may seem best to serve the interest of the City. The Contractor shall not be assessed with liquidated damages during any delay in the completion of the work caused by acts of God or of the Public Enemy, acts of the State, fire not due to acts of contractors or subcontractors, floods, epidemics, quarantine, restrictions, strikes, freight embargo or unusually or severe weather, or delays of subcontractors due to such causes, provided that the Contractor shall, within ten (10) days from the beginning of such delay, notify the City, in writing, of the cause of the delay. The City will ascertain the facts and the extent of the delay, and the findings thereon shall be final and conclusive.

4-07 SUSPENSION OF CONTRACT - If at any time, in the opinion of the City Council, the Contractor fails to supply an adequate working force, manufactured articles, or material of proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified and intended in and by the terms of the contract, notice thereof in writing will be served upon the Contractor, and should the Contractor neglect or refuse to provide means for a satisfactory compliance with the contract within the time specified in said notice and as directed by the City Engineer, City Council shall have the power to suspend the operation of the contract and discontinue all work or any part thereof. Thereupon, the Contractor shall discontinue such work, or such part thereof as the City may designate, and the City may thereupon, by contract or otherwise, as it may determine, complete the work or such part thereof, and charge the entire expense of so completing the work or any part thereof to the Contractor, and for such completion the City itself or its contractors may take possession of and use, or cause to be used in the completion of the work, or any part thereof, any such materials, implements and tools of every description as may be found at the place of such work. All expense charged under this paragraph shall be deducted and paid for by the City out of any monies then due or to become due the Contractor under the contract, or any part thereof, and in such accounting the City shall not be held to obtain the lowest figure for

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the work for completing the contract, or any part thereof, or for insuring its proper completion, but all sums paid therefor shall be charged to the Contractor. In case the expenses so charged are less than a sum which would have been payable under the contract, if the same had been completed by the Contractor, the Contractor shall be entitled to receive the difference, and in case such expense shall exceed the amount payable under the contract, then the Contractor shall pay the amount of the excess to the City, upon completion of the work, without further demand being made therefor. In the determination of the question as to whether or not there has been any such noncompliance with the contract as to warrant the suspension or annulment thereof, the decision of the City Council shall be binding on all parties to the contract.

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PART 5

CONTROL OF THE WORK

5-01 AUTHORITY OF THE CITY ENGINEER - The City Engineer shall decide any and all questions that may arise as to the quality and acceptability of materials furnished and work performed, as to the manner of performance and rate of progress of the work, and any and all questions which may arise as to the interpretation of the plans and specifications. The City Engineer shall likewise decide any and all questions as to the acceptable fulfillment of the contract on the part of the Contractor, and all questions as to claims and compensations. The decision of the City Engineer shall be final and he shall have relative authority to enforce and make effective such decisions and actions if the Contractor fails to carry out promptly.

5-02 CONFORMITY WITH PLANS AND ALLOWABLE VARIATION - Finished surfaces shall in all cases conform with the lines, grades, cross-sections and dimensions shown on the plans. Minor deviations from approved plans, whenever required by the exigencies of construction, shall be determined in all cases by the City Engineer and authorized in writing.

5-03 PROGRESS OF THE WORK - The Contractor shall begin work on the date agreed upon following the scheduling conference mentioned in Paragraph 4-01 hereof, and shall diligently prosecute the same to completion before the expiration of the time limit appearing in the specifications and in the proposal form.

5-04 SAMPLES - The Contractor shall furnish all products and materials required to complete the work. All materials and products must be of the specified quality and fully equal to samples, when samples are required. Whenever required, the Contractor shall submit to the City Engineer for test, and free of charge, samples of any one of the materials or products proposed to be used in the work. Said samples shall be delivered by the Contractor to the place within the City designated by the City Engineer. Rejected material must be immediately removed from the work by the Contractor and shall not again be brought back to the site.

5-05 TRADE NAMES AND ALTERNATIVES - For convenience in designation on the plans or in the specifications, certain equipment or articles or materials to be incorporated in the work may be designated under a trade name or the name of a manufacturer and his catalog information. The use of an alternative equipment or an article or equipment which is of equal quality and of the required characteristics for the purpose intended will be permitted, subject to the approval of the City Engineer, in accordance with the following requirements.

The burden of proof as to the comparative quality and suitability of alternative equipment or articles or materials shall be upon the Contractor and he shall furnish, at his own expense, all information necessary or related thereto as required by the City

ATTACHMENT 2

Engineer. The City Engineer shall be the sole judge as to the comparative quality and suitability of alternative equipment or articles or materials and his decision shall be final. All requests for substitution shall be submitted seven (7) days in advance of bid opening to permit, if the request is approved, an addendum to be issued to all bidders.

5-06 PROTECTION OF THE WORK - The Contractor shall continuously maintain adequate protection of all work from damage, and the City will not be held responsible for the care or protection of any material, equipment, or parts of work, except as expressly provided for in the specifications.

5-07 ACCESS TO RESIDENTS DRIVEWAYS - The Contractor shall notify residents of property adjoining the location of the work, sufficiently in advance of construction, as of the date when such construction work will start. In case of work requiring excavation of the roadway which may interfere with the use by residents of their driveways, suitable provisions shall be made by the Contractor to make it possible for residents to gain access to their driveways until such time as the exigencies of construction may demand a temporary blocking of said driveways. Efforts shall be made by the Contractor to minimize the duration of said blocking and to notify the residents of this need well in advance, thus allowing them to make suitable arrangements to keep their automobiles elsewhere.

5-08 CONFLICT OF TERMS - The notice to bidders, proposal, plans, specifications, and Standard Contractual Requirements are essential parts of the contract for a given project. These documents, together with the necessary bonds and bidder's guarantee, constitute the contract as defined herein and a requirement included in one document shall be as binding as though included in all, as they are intended to be cooperative and to provide a description of the work to be done. Should there be any conflict or discrepancy between terms used, then the specifications shall govern over the plans, and change orders and supplemental agreements shall govern over any other contract document.

Special specifications of other agencies, engineering societies or industrial associations and Standard Drawings of the City or of other agencies referred to in the specifications or on the plans shall also be considered as essential parts of the contract. Where a given specification is incorporated by reference, said reference shall apply to the latest modification, unless otherwise shown on the plans or in the specifications. Whenever an object, thing, or work of any kind is indicated only on either the plans or in the specifications, it shall be deemed that the intent was to show said item in both places, and the work shall be done in the place where it is shown. In case of doubt about the meaning of any contracting clause the interpretation shall be made by the City Engineer and shall be so accepted by the Contractor.

5-09 INTERPRETATION OF PLANS AND SPECIFICATIONS - Should it appear that the work to be done, or any matter relative thereto, is not sufficiently detailed or explained on the plans or in the specifications, the Contractor shall request the City Engineer for such further explanation as may be necessary, and shall conform to such explanation or interpretation as part of the contract, so far as may be consistent with the

ATTACHMENT 2

intent of the original specifications. In the event of doubt or question relative to the true meaning of the specifications, reference shall be made to the City Council, whose decision thereon shall be final.

5-10 ALTERATIONS, INCREASES AND DECREASES OF WORK TO BE DONE

The City reserves the right to increase or decrease the quantity of any item or portion of the work described on the plans, the specifications, or the proposal form or to omit portions of the work so described as may be deemed necessary or expedient by the City Engineer and the Contractor shall agree not to claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease or omission of any kind of work to be done. By mutual consent of the parties signatory to the contract, alterations, modifications or deviations from the type of work described on the plans, specifications, or on the proposal form, may be made without in any way making the contract void. The price to be paid by the City to the Contractor for such altered or modified work shall be agreed upon in writing, endorsed upon the original contract and signed by the proper parties to said contract.

Whenever, during the progress of the work, such changes or modifications are deemed necessary by the City Engineer and agreed upon, as aforesaid, said deviations shall be considered and treated as though originally contracted for, and shall be subject to all the terms, conditions and provisions of the original contract.

5-11 CHANGE ORDERS - If for any reason it may become desirable during the course of the Work to change the alignment, dimensions or design of the Work, the City reserves the right to issue change orders in writing to give effect to such changes as may be necessary or desirable. The changes may or may not result in a change in the amount of Work. When the Contractor considers that any change order in writing by the City involves extra work, the Contractor shall immediately notify the City in writing as to when and where extra work is to be performed and shall make claim for compensation therefor each month not later than the first day of the month following that in which the work claimed as extra work was performed. If the changes do, in the opinion of the City, change the amount of Work, the Contract Price shall be adjusted as "extra work", pursuant to Section 6-01.

New and unforeseen work will be classed as extra work only when said work is not covered and cannot be paid for under any of the various items or combination of items for which a bid price appears on the proposal form. The Contractor shall not do any extra work except upon written order from the City Engineer. Compensation for such extra work shall be previously agreed upon in writing between the Contractor and the City Engineer.

5-12 LINES AND GRADES - Except when, as per orders from the City Engineer, minor changes in the work are to be made by the Contractor, all work shall, during its progress and upon completion, conform to the lines, grades and elevations shown on the plans. All distances and measurements are given thereon and will be made in a horizontal plane. Three consecutive points shown on the same rate of slope must be used in common in order to detect any variation from a straight line, and in case any such

ATTACHMENT 2

discrepancy exists, it must be reported to the City Engineer. Failure to make this report shall make the Contractor responsible for any error in the finished work.

5-13 GRADE STAKES - The Contractor shall give at least twenty-four (24) hours' notice in writing prior to requiring the services of the City Engineer for laying out any portion of the work, and shall dig all holes necessary for line and grade stakes. The Contractor shall preserve all stakes set for the lines, grades or measurements of the work in their proper place until authorized to remove them by the City Engineer. Any expense incurred in replacing said stakes as the Contractor may have failed to preserve shall be borne by the Contractor.

5-14 PROTECTION OF SURVEY MONUMENT - All survey monuments existing along the portions of any street where work is to be done shall be carefully protected and preserved by the Contractor. Any displacement or damage to said monuments resulting from carelessness in spotting their location during the progress of the work or from negligent use of equipment in their vicinity shall be corrected by the Contractor at the Contractor's expense.

5-15 PUBLIC UTILITIES - In case it should be necessary to remove the property of a public utility or franchise, such owner will, upon proper application by the Contractor, be notified by the City Engineer to move such property within a reasonable time and the Contractor shall not interfere with said property until after the expiration of the time specified. The right is reserved to the owners of public utilities or franchises to enter upon the streets for the purpose of making repairs or changes in their property which may be necessary as a result of the work. Employees of the City shall likewise have the privilege of entering upon the streets for the purpose of making any necessary repairs or replacements.

5-16 UNIDENTIFIED EXISTING UTILITIES - The City shall be responsible for the timely removal, relocation or protection of existing main or trunk line utility facilities located on the site, if such utilities are not identified by the City in the plans and specifications made a part of the invitation for bids. The Contractor will be compensated by the City for the costs of locating repairing damage not due to failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications, with reasonable accuracy, and for equipment on the project necessarily idled during such work.

The Contractor shall not be assessed for liquidated damages for delay in completion of the project, when such delay was caused by failure of the City or owner of the utility to provide for removal or location of such utility facilities. This shall not be deemed to require the City to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the project can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes on or adjacent to the side of the construction; provided, however, nothing herein shall relieve the City from identifying main or trunk lines in the plans and specifications. If the Contractor performing services required under the contract discovers utility facilities not identified by the City in the contract plan and specifications, the Contractor shall

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immediately notify the City and the utility in writing. The City, if it is the owner of the public utility shall have the sole discretion to perform repairs or relocation work or permit the contractor to do such repairs or relocation at a reasonable price.

5-17 REMOVAL OF INTERFERING OBSTRUCTIONS -The Contractor shall remove and dispose of all debris, abandoned structures, tree roots, and obstructions of any character met during the process of excavation, it being understood that the cost of said removals are made a part of the unit price bid by the Contractor under the item for excavation or removal of existing work.

5-18 PROCEDURE IN CASE OF DAMAGE TO ADJOINING WORK - Any portions of adjoining curb, gutter, sidewalk or any other City improvements damaged by the Contractor during the course of construction shall be replaced by the Contractor at the Contractor's expense, free of all charges to the City. The cost of additional replacement of curb, gutter or sidewalk in excess of the estimated quantities shown in the proposal form and specifications, and found necessary during the process of construction, (but not due to damage resulting from carelessness on the part of the Contractor during operations), shall be paid to the Contractor at the unit prices submitted in the bid.

5-19 AVOIDANCE OF PATCHWORK APPEARANCE - New PCC work shall conform in grade, finish and color to the adjoining portions. Any sections of said work having a patchwork appearance will be rejected by the City Engineer and the Contractor shall replace them at the Contractor's expense. To insure a neat break line between existing and new portions of PCC work, the Contractor will be required to use a concrete cutting saw of a type approved by the City Engineer. The cost of saw cutting shall be included by the Contractor in the unit prices bid for removal of existing work. Likewise, whenever adjoining PCC work is damaged during the process of new construction, the damaged portions shall be removed in such a way that a neat, straight joint is provided between the new portions and existing work.

5-20 CARE OF GUTTERS ADJACENT TO AREAS TO BE PAVED - During the process of resurfacing the roadways or construction of new pavement, the Contractor shall exercise particular care to remove all excess resurfacing material which may be deposited upon the PCC gutters. Whenever specifications call for the resurfacing material to overlap the existing gutters the overlapping portions shall not exceed the dimensions shown on the plans and a wavy overlapping line shall be avoided. Any undulation of the overlapping line accidentally resulting from the application of the paving or resurfacing material shall be corrected by the Contractor before the work is accepted by the City Engineer.

5-21 DEPTH OF THE REQUIRED EXCAVATION - When the contract work requires excavation and removal of existing pavement and excess of underlying soil, these materials shall be removed to the depth shown on the plans. Whenever the subgrade exposed after the removal of the excess underlying soil is found to be of the desirable kind, excavation need not proceed below the depth specified on the plans. However, if the excavation discloses the fact that there is mud or any other soft material in the subgrade, said material shall be removed to a minimum depth of six inches (6"), at the

ATTACHMENT 2

discretion of the City Engineer. Backfill of the additional excavated portions shall be made with select material removed from other portions of the work, provided said material is found suitable by the City Engineer. The volume in place of the additional soil excavation will be determined by the field representatives of the City Engineer, and the Contractor will be entitled in this case to extra payment based on the additional number of cubic yards excavated, at the unit price bid under the item for excavation in the proposal form. Should imported material be required for the backfill, the unit cost per cubic yard of said imported material shall be agreed in advance, in writing, between the Contractor and the City Engineer, and extra payment for said material will be made to the Contractor for the actual volume used, as verified in the field by representatives of the City Engineer.

5-22 SEQUENCE OF THE WORK OF EXCAVATION - Whenever the contract work calls for excavation of existing pavement and excess soil and for construction of base material, the process of excavation shall be conducted by the Contractor so that, at the end of any working day, the area where excavation is proceeding shall not be more than 300 feet in advance of the area where the untreated rock base over sections already excavated is being laid, unless otherwise indicated in the specifications.

5-23 AVOIDANCE OF DUST NUISANCE - During the process of breaking, excavating and removing any material from the site of the project and until completion of the work, the Contractor shall take every precaution to avoid the nuisance of unnecessary dust by using any measures advocated by the City Engineer.

5-24 MAINTENANCE OF TRAFFIC AND SAFETY REQUIREMENT - Any Contractor performing work in a street right-of-way shall conduct operations so as to cause the least possible obstruction and inconvenience to public traffic and safety, and shall take all necessary measures to maintain an adequate traffic flow, to prevent accidents and to protect the site of the work. During construction the Contractor shall, as far as practicable, keep the project free of rubbish and debris and in as clean a condition as possible.

A suitable width of any intersecting street shall be kept in reasonably good condition for traffic, including the necessary provisions for proper drainage. Should the requirements of construction demand closing the full width of an intersection, such closing shall be allowed only after the Contractor has secured permission from the City Engineer and the duration of the closing must be for the minimum length of time possible. After said permission is granted, the Contractor shall make the necessary arrangements to provide temporary crossings, or to reroute traffic away from said intersection and provide and maintain barriers, guards, directional signs, watchpersons, and lights at all detour points, in order to give adequate warning to the public at all times that the streets are under construction and of the dangerous conditions as a result thereof. The Contractor shall also erect and maintain such additional warning and directional signs as may be furnished by the City.

5-25 BARRIERS, LIGHTS, ETC. - The above-mentioned barriers, safety lights, warning and regulatory signs, guards, temporary crossovers, and watchpersons shall also be

ATTACHMENT 2

provided and maintained by the Contractor at the Contractor's expense over all portions of the work during construction and until completion. Provisions shall be made by the Contractor to insure operation of the safety lights throughout the evenings without interruption. No safety lights using the inflammable liquids shall be permitted during the progress of the work, and only electric battery operated safety lamps will be approved for this purpose.

5-26 REMOVAL OF DEFECTIVE OR UNAUTHORIZED WORK - It is the intent of the specifications that only first class work, materials, and workmanship will be acceptable. All work which is defective in its construction or deficient in any of the requirements of the specifications shall be remedied, or removed and replaced by the Contractor in an acceptable manner, and no compensation will be allowed for such correction. Any work done beyond the lines shown on the plans or established by the City Engineer, or any extra work done without written authority will be considered as unauthorized and will not be paid for. Upon failure on the part of the Contractor to comply forthwith with any order of the City Engineer made under the provisions of this paragraph, the City Engineer shall have authority to cause defective work to be remedied or removed and replaced, and unauthorized work to be removed, and to deduct the costs thereof from any monies due or to become due the Contractor. If the work is found to be in compliance with these specifications, the City Engineer will furnish the Contractor with a certificate to that effect.

5-27 SUPERVISION - All manufactured products, materials, and appliances used and installed and all details of the work done shall at all times be subject to the supervision, test, and approval of the City Engineer or his authorized representatives. The City Engineer or his authorized representatives shall have access to the work at all times during construction, and shall be furnished with every reasonable facility for securing full knowledge with regard to the progress, workmanship and character of the materials used or employed in the work.

5-28 INSPECTORS - The Contractor shall prosecute work only in the presence of Inspectors appointed by the City Engineer and any work done in the absence of said Inspectors will be subject to rejection. All instructions given to the Contractor by such assistants shall be regarded as having been given directly by the City Engineer. The Contractor shall make a written application for an Inspector at least twenty-four (24) hours before his services are required on the work. Whenever the cost of an improvement or the cost of any portion thereof is defrayed from the Gas Tax Funds allocated to the City by the County of Los Angeles, or by the State of California, Inspectors appointed by the State or County shall likewise be given full access to the site of the work in order that they may perform their inspection duties efficiently and without interference. The inspection of the work shall not relieve the Contractor of any of his obligations to fulfill the contract as prescribed. Defective work shall be made good and unsuitable materials rejected, notwithstanding the fact that such defective work and unsuitable materials may have been previously overlooked by the Inspectors and accepted or estimated for payment.

5-29 FINAL CLEANING UP - Upon completion of the project and before making

ATTACHMENT 2

application to the City Engineer for acceptance of the work, the Contractor shall clean all the streets and grounds occupied by him in connection with the project, of all rubbish, debris, excess material, temporary structures and equipment, leaving the entire site of the work in a neat presentable condition.

5-30 LOSS OR DAMAGE - Any loss or damage arising from any omission or act of the Contractor or any agent or person employed by him or by any action which had not been authorized in the provisions of the specifications, shall be sustained by the Contractor.

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PART 6

MEASUREMENT AND PAYMENT

6-01 EXTRA WORK - Extra work as hereinbefore defined, when ordered and accepted, shall be paid for under a written work order in accordance with the terms therein provided. Payment for extra work will be made at the unit price or lump sum previously agreed upon between the Contractor and prepared by the City Engineer. All extra work shall be adjusted daily upon report sheets prepared by the City Engineer, furnished to the Contractor, and signed by both parties, and said daily reports shall be considered thereafter the true record of extra work done.

6-02 PAYMENTS - Monthly payments will be made to the Contractor in amounts equal to ninety percent (90%) of the value of all work done during the preceding calendar month, calculated at the unit price bid by the Contractor for the work and on the basis of the percentage of work performed, as estimated by the representative of the City Engineer, it being understood that the sums thus figured to be due the Contractor will become payable thirty (30) days after the approval and acceptance of said estimate by the City Engineer. The Contractor shall submit an invoice for all payments requested. No such estimate of work done or payment to be made shall be required when, in the judgment of the City Engineer, the work is not proceeding in accordance with the provisions of the contract, or when the total value of the work done since the beginning of the project or since the preceding monthly payment is estimated to amount to less than three hundred (\$300.00) dollars.

After completion of the project, the City Engineer will make a final inspection of its site and, if the work is found satisfactory, he will recommend the official approval of the contract work. The City Engineer will also make a final estimate of the actual amount of work done on each item appearing on the proposal form, including extra work, if any, and of the value of such work, and the City will pay the entire sum so found to be due after deducting therefrom all previous payments and ten percent (10%) to be retained. All previous partial estimates shall be subject to correction in the final estimate and payment. The ten percent (10%) retained shall not be due and payable until the Notice of Completion of the project has been filed by the City Clerk with the Los Angeles County Recorder and until after the expiration of thirty-five (35) days after the date of the official approval of the work by the City Council.

In accordance with Government Code Section 4590, the Contractor will be paid the amount of any funds retained by the City, if the Contractor so requests in writing, and the Contractor provides to the Director of Finance Administration a bank or savings and loan certificate of deposit or a security as described in Government Code Section 16430 in the amount equivalent to the amount withheld as determined by the Director of Finance Administration. In lieu of providing such securities to the Director of Finance Administration, the Contractor may deposit such security with a state or federally

ATTACHMENT 2

chartered bank as an escrow agent, said escrow agreement to be satisfactory to the City Attorney. The escrow shall provide that payment of the funds shall not be made to the Contractor until satisfactory completion of the contract as provided in this Section above and shall include the satisfaction of any Stop Notices filed as provided by law and the satisfaction by the Contractor assessed against the Contractor as provided for herein. Any such security shall be provided by the Contractor at the sole expense of the Contractor and the Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest therein. To cover the expenses of the City in processing any request by Contractor for payment of funds retained pursuant to this subsection, Contractor shall pay City the amount of One Hundred (\$100.00) Dollars for processing the first application for withdrawal of funds retained and the amount of Fifty (\$50.00) Dollars for each additional withdrawal of funds retained.

It shall be mutually agreed between the parties to the contract that no certificate given, with the exception of the certificate of final payment, shall be conclusive evidence of the faithful performance of the contract, either in whole or in part, and that no payment shall be construed to be in acceptance of any defective work or improper materials.

PUBLIC WORKS DEPARTMENT
CITY OF BEVERLY HILLS

REV 01-22-82
REV 12-10-86
REV 08-19-91
STDCREQ

ATTACHMENT 2

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Technical Specifications

EXHIBIT A

**Notice of Intention to Abandon/Re-
abandon Well(s), September, 2017, by
BHUSD**



**PERMIT TO CONDUCT WELL OPERATIONS
CRITICAL WELL**

<u>Old</u>	<u>New</u>
054	054
<small>FIELD CODE</small>	
06	06
<small>AREA CODE</small>	
00	--
<small>POOL CODE</small>	

Cypress, California
September 11, 2017

Ms. LaTanya KirkCarter Latham, Agent
Beverly Hills Unified School District (B4325)
255 South Lasky Drive
Beverly Hills, CA 90212

Your proposal to **Abandon** well "O.S." 1, A.P.I. No. **037-22287**, Section **25**, T. **01S**, R. **15W**, **SB B. & M.**, (Lat: **34.059776** Long: **-118.410619** Datum: **NAD83**) **Beverly Hills** field, **West** area, **--** pool, **Los Angeles** County, dated **9/6/2017**, received **9/6/2017** has been examined in conjunction with records filed in this office.

THE PROPOSAL IS APPROVED PROVIDED:

1. Blowout Prevention Equipment (BOPE), as defined by this Division's publication No. M07, shall be installed and maintained in operating condition and meet the following minimum requirements:
 - a. Class **III3M**, with hydraulic controls, on the **10 3/4"** casing during **abandonment** operations. All casing annuli control valves must meet, or exceed, the same minimum pressure rating as the BOPE. The pipe safety valve must be suitable for all pipe in use, including casing.
 - b. A **3M lubricator** for **wireline** operations.
2. Blowout prevention practice drills are conducted at least weekly and recorded on the tour sheet. A practice drill may be required at the time of the test/inspection.
3. Hole fluid of a quality and in sufficient quantity to control all subsurface conditions in order to prevent blowouts shall be used.
4. Zone isolation cement plugs shall use cement that has a minimum compressive strength of 1000 psi and a maximum liquid permeability of 0.1 md.
5. All portions of the well not plugged with cement are filled with inert mud fluid having a minimum density of **72** lbs/cu.ft and a minimum gel shear strength of **25** lbs./100 sq. ft.
6. For isolation of the **USDW** zone, the **7"** casing shall be perforated at **1120'** and sufficient cement shall be squeezed to fill to **920'** outside the casing, or until a pressure increase, not to exceed fracture pressure, is noted.
7. Prior to shooting any perforations for bradenhead squeezes, a pressure test of the **10 3/4"** casing shall be made to ensure casing integrity. If casing integrity is not demonstrated, a retainer or packer is required for squeeze operations.
8. When staging cement plugs, full circulation must be established. If full circulation is not maintained, cement staging must cease. The Division shall be notified to witness the location and hardness of the cement plugs.
9. All casing must be removed from between 5' and 10' below ground level.

Continued on Page 2

Bond
cc:

Kenneth A. Harris Jr.
State Oil and Gas Supervisor

Engineer Barry Irick
Office (714) 816-6847

By _____
Daniel J. Dudak, *District Deputy*

Bl/bi

A copy of this permit and the proposal must be posted at the well site prior to commencing operations. Records for work done under this permit are due within 60 days after the work has been completed or the operations have been suspended. Issuance of this permit does not affect the Operator's responsibility to comply with other applicable state, federal, and local laws, regulations, and ordinances.

10. The well location shall be surveyed prior to burying the well, and the survey shall be filed with this office. Latitude and longitude shall be in decimal degrees, to six decimal places, in NAD83.
11. A steel plate, at least as thick as the outer well casing and bearing the last five digits of the API number, shall be tack welded around the top circumference of the outer casing.
12. No program changes are made without prior Division approval.
13. **THIS DIVISION SHALL BE NOTIFIED TO:**
 - a. Inspect the installed blowout prevention equipment prior to commencing **downhole** operations.
 - b. Witness the clean-out depth at **8329'**.
 - c. Witness the placing, location and hardness of the cement plug from **8329'** to **5950'**.
 - d. Witness the placing, location and hardness of the cement plug from **5950'** to **4350'**.
 - e. Witness the placing, location and hardness of the cement plug from **4350'** to **2000'**.
 - f. Review the results of the **Cement Bond Log (CBL)** prior to perforating operations.
 - g. Witness the cement squeeze at **1120'**. Top of annular cement to be at **920'** (minimum)
 - h. Witness the cement squeeze at **600'**. Top of annular cement to be at **400'** (minimum).
 - i. Witness the placing, location and hardness of the cement plug from **2000'** to **400'**.
 - j. Witness the placing, location and hardness of the cement plug from **400'** to **surface** and all annular cement from **45'** to **surface**.
 - k. Witness the location and hardness of cement at surface, including all annular spaces.

NOTE:

1. All depths are based on well KB, which is **17'** above ground level. Ground level is 244' above mean sea level.
2. The base of the freshwater (BFW) zone is at **500'±**.
3. The base of the USDW zone is at **1020'±**.
4. The top of the Wolfskill (upper hydrocarbon) zone is at **2148'±**.
5. The top of the Dunsmuir zone is at **4497'±**.
6. The top of the Hauser (injection) zone is at **6744'±**.
7. The top of the Ogden zone is at **7407'±**.
8. Failure of the well to provide zonal isolation of the **injection, upper hydrocarbon, USDW, and BFW** zones may impact the approval of current and future injection projects. Lack of zonal isolation will be noted on the Report of Operations (OG109).
9. The requirement for well site restoration is postponed until removal and cleanup of the common cellar.
10. The Division recommends that no structure be placed in a manner that will impede future access to the well.
11. No operation shall be undertaken or continued that will contaminate or otherwise damage the environment.
12. Upon completion of the proposed work, a Well Summary Report (form OG100), a History of Oil or Gas Well (form OG103), and copies of all logs, tests, and surveys shall be submitted to this office.
13. Bonds held by this Division will only be released following the completion of well plugging and abandonment operations to the Division's current abandonment standards.



<u>Old</u>	<u>New</u>
054	054
<small>FIELD CODE</small>	
06	06
<small>AREA CODE</small>	
10	--
<small>POOL CODE</small>	

PERMIT TO CONDUCT WELL OPERATIONS CRITICAL WELL

Cypress, California

VIA EMAIL

Ms. LaTanya KirkCarter Latham, Agent
Beverly Hills Unified School District (B4325)
255 South Lasky Drive
Beverly Hills, CA 90212
lkirk@bhusd.org

Your proposal to **abandon** well "**O.S.**" 2, A.P.I. No. **037-22434**, Section **25**, T. **01S**, R. **15W**, **SB** B. & M., (Lat: **34.059801** Long: **-118.410493** Datum: **NAD83**) **Beverly Hills** field, **West** area, **Hauser, Ogden** pool, **Los Angeles** County, dated **9/6/2017**, received **9/6/2017** has been examined in conjunction with records filed in this office.

THE PROPOSAL IS APPROVED PROVIDED:

- Blowout prevention equipment (BOPE), as defined by this Division's publication No. M07, shall be installed and maintained in operating condition and meet the following minimum requirements: Class **III B 3M**, with hydraulic controls, on the **9-5/8"** casing. All casing annuli control valves must meet, or exceed, the same minimum pressure rating as the BOPE. The pipe safety valve must be suitable for all pipe in use, including casing.
 - A **3M lubricator** for **wireline** operations.
- Blowout prevention practice drills are conducted at least weekly and recorded on the tour sheet. A practice drill may be required at the time of the test/inspection.
- Hole fluid of a quality and in sufficient quantity to control all subsurface conditions in order to prevent blowouts shall be used.
- Sufficient material to control lost circulation of hole fluid shall be available for immediate use at the well site.
- Flowlines servicing the well, which have been out of service, must be tested to ensure their integrity.
- Prior to conducting any work pursuant to this permit, including the transporting, storage, or mobilization of any necessary equipment, permittee shall implement distance and access restrictions for the general public and occupants of nearby buildings or land, to ensure public safety. In addition, physical barriers to minimize noise, particulate, and other impacts shall also be put into place in order to address and/or minimize exposure levels.
- The **7"** sleeve liner shall be cut and pulled from **7000'+/-**.

Continued on Page 2

Bond
cc: EDP
City of Beverly Hills

Kenneth A. Harris Jr.
State Oil and Gas Supervisor

Engineer Tamara Lopez
Office (714) 816-6847

By _____
For Daniel J. Dudak, District Deputy

TLO/tlo

A copy of this permit and the proposal must be posted at the well site prior to commencing operations. Records for work done under this permit are due within 60 days after the work has been completed or the operations have been suspended. Issuance of this permit does not affect the Operator's responsibility to comply with other applicable state, federal, and local laws, regulations, and ordinances.

8. To verify zonal isolation of the **Hauser** zone, a **radial cement evaluation log** shall be run from **6625'** to at least **6472'**.
9. The proposed cement plug from **8325'** to **6200'** shall be from **8325'** to the depth of **100'** above the stub of the **7" sleeve liner**.
10. Depending on the results of the **radial cement evaluation log** and for isolation of the **Hasuer** zone, the **9-5/8"** casing shall be perforated at **6572'±** and sufficient cement shall be squeezed to fill to at least **6472'** outside the **9-5/8"** casing without exceeding fracture pressure.
11. Prior to shooting any perforations for bradenhead squeezes, a pressure test of the **9-5/8"** casing shall be made to ensure casing integrity. If casing integrity is not demonstrated, a retainer or packer is required for squeeze operations.
12. For isolation of the **Wolfskill** zone, the **9-5/8"** casing shall be perforated at **2257'±** and sufficient cement shall be squeezed to fill to at least **2157'** inside and outside the **9-5/8"** casing.
13. For isolation of the **Underground Source of Drinking Water (USDW)** zone, the **9-5/8"** casing shall be perforated at **1069'±** and sufficient cement shall be squeezed to fill to at least **969'** inside and outside the **9-5/8"** casing.
14. To verify zonal isolation of the **Base of Fresh Water (BFW)** zone, the proposed CBL shall be a **radial cement evaluation log**.
15. All casing of the well, both inside and outside, are plugged with cement from at least **25 feet** below the final cut down of the well to the surface.
16. All casing must be removed from between **5'** and **10'** below ground level.
17. A steel plate, at least as thick as the outer well casing and bearing the last five digits of the API number, shall be tack welded around the top circumference of the outer casing.
18. The well location shall be surveyed prior to burying the well, and the survey shall be filed with this office. Latitude and longitude shall be in decimal degrees, to six decimal places, in NAD83.
19. Well site restoration shall be completed as per the approved EIR.
20. No program changes are made without prior Division approval.
21. **THIS DIVISION SHALL BE NOTIFIED TO:**
 - a. Inspect the installed BOPE prior to commencing **downhole** operations.
 - b. Witness a **1000** psi pressure test of the installed BOPE with a test plug set in the **9-5/8"** casing at **2000'** prior to commencing **cleanout** operations.
 - c. Witness the clean-out depth at **8325'**.
 - d. Witness the placing, location and hardness of the cement plug from **8325'** to the depth of **100'** above the **stub of the 7" sleeve liner**.
 - e. Review the results of the radial cement evaluation log prior to perforating operations.
 - f. Witness a pressure test of the **9-5/8"** casing.
 - g. Witness the cement squeeze through the perforations to isolate the **Hauser** zone.
 - h. Witness the placing, location and hardness of the cement plug from the depth of **100'** above the **stub of the 7" sleeve liner to 6200'**.
 - i. Witness the placing, location and hardness of the cement plug from **6200'** to **4700'**.
 - j. Witness the cement squeeze through the perforations at **2257'±** to isolate the **Wolfskill** zone.
 - k. Witness the placing, location and hardness of the cement plug from **6200'** to **4700'**.
 - l. Witness the placing, location and hardness of the cement plug from **4700'** to **2450'**.
 - m. Witness the cement squeeze through the perforations to isolate the **Base of the USDW** zone.
 - n. Witness the placing of the cement plug from **2250'** to **400'**.
 - o. Witness the cement squeeze through the perforations to isolate the **Base of the Freshwater** zone.
 - p. Witness the placing, location and hardness of the cement plug from **400'** to **surface**.
 - q. Witness the location and hardness of the cement plug, both inside and outside of all casings, at the final cut down of the well.
 - r. Inspect the welded steel plate.
 - s. Inspect the restored well site.

NOTES:

1. All depth measurements are from top of Kelly Bushing which is **17'** above ground level. Ground elevation is **244'** above sea level.
2. Hydrogen sulfide gas (H₂S) is known to be present in this area, adequate safety precautions shall be taken prior to and during well operations.

3. No operation shall be undertaken or continued that will contaminate or otherwise damage the environment.
4. Zone isolation cement plugs shall use cement that has a minimum compressive strength of 1000 psi and a maximum liquid permeability of 0.1 md.
5. When staging cement plugs, full circulation must be established. If full circulation is not maintained, cement staging must cease. The Division shall be notified to witness the location and hardness of the cement plug.
6. The operator shall isolate the following zones:
 - a. Top of the **Ogden** zone at **7260'±**.
 - b. Top of the **Hauser** zone at **6572'±**.
 - c. Top of the **Wolfskill** zone (**Uppermost Hydrocarbon** zone) at **2557'±**.
 - d. **Base of USDW** zone at **1019'±**.
 - e. **Base of Freshwater** zone at **500'±**.
 - f. Failure to achieve zonal isolation may have a negative impact on current and future operations. In addition, failure to achieve adequate zonal isolation will also be noted on the Report of Operations (OG109).
7. The requirement for well site restoration is postponed until removal and cleanup of the common cellar.
8. The Division recommends that no structure be placed in a manner that will impede future access to the well.
9. No operation shall be undertaken or continued that will contaminate or otherwise damage the environment.
10. Upon completion of the proposed work, a Well Summary Report (form OG100), a History of Oil or Gas Well (form OG103), and copies of all logs, tests, and surveys shall be submitted to this office.
11. Report on Operations (form OG109) and Report of Well Plugging and Abandonment (form OG159) will not be released until all records and histories are on file with this Division.
12. In order to coordinate field surveillance, please contact this office prior to commencing operations.



NATURAL RESOURCES AGENCY OF CALIFORNIA
DEPARTMENT OF CONSERVATION
DIVISION OF OIL, GAS & GEOTHERMAL RESOURCES
«DistrictAddress»

No. P «PNumber»

Old New
«OldFi «NewFi
FIELD CODE
«OldAr «NewA
AREA CODE
«OldPo «NewPo
olCode» oiCode»
POOL CODE

PERMIT TO CONDUCT WELL OPERATIONS

«Project»
«Misc»
«ZoneName»

Cypress, California
--

VIA EMAIL

Ms. LaTanya KirkCarter Latham, Agent
Beverly Hills Unified School District (B4325)
255 South Lasky Drive
Beverly Hills, CA 90212
lkirk@bhusd.org

Your proposal to **abandon** well "O.S." 3, A.P.I. No. **037-22481**, Section **25**, T. **01S**, R. **15W**, **SB** B. & M., (Lat: **34.059832** Long: **-118.410507** Datum: **NAD83**) **Beverly Hills** field, **West** area, **Hauser & Ogden** pools, **Los Angeles** County, dated **9/6/2017**, received **9/6/2017** has been examined in conjunction with records filed in this office.

THE PROPOSAL IS APPROVED PROVIDED:

1. Blowout prevention equipment (BOPE), as defined by this Division's publication No. M07, shall be installed and maintained in operating condition and meet the following minimum requirements: **Class III B 3M**, with hydraulic controls, on the **9-5/8"** casing. All casing annuli control valves must meet, or exceed, the same minimum pressure rating as the BOPE. The pipe safety valve must be suitable for all pipe in use, including casing.
 - a. A **3M lubricator** for **wireline** operations.
2. Blowout prevention practice drills are conducted at least weekly and recorded on the tour sheet. A practice drill may be required at the time of the test/inspection.
3. Hole fluid of a quality and in sufficient quantity to control all subsurface conditions in order to prevent blowouts shall be used.
4. Sufficient material to control lost circulation of hole fluid shall be available for immediate use at the well site.
5. Flowlines servicing the well, which have been out of service, must be tested to ensure their integrity.
6. Prior to conducting any work pursuant to this permit, including the transporting, storage, or mobilization of any necessary equipment, permittee shall implement distance and access restrictions for the general public and occupants of nearby buildings or land, to ensure public safety. In addition, physical barriers to minimize noise, particulate, and other impacts shall also be put into place in order to address and/or minimize exposure levels.
7. To verify zonal isolation, the proposed CBL shall be a **radial cement evaluation log**.

«Bond» Bond
«ProjectNumber»
cc: «CC»
«Acc»
«Bcc»

«StateOilandGasSupervisor»
State Oil and Gas Supervisor

Engineer «engnm»
Office «OfficePhone»

By _____
«DistrictDeputy», *District Deputy*

«Init»/«typistinit»

A copy of this permit and the proposal must be posted at the well site prior to commencing operations. Records for work done under this permit are due within 60 days after the work has been completed or the operations have been suspended. Issuance of this permit does not affect the Operator's responsibility to comply with other applicable state, federal, and local laws, regulations, and ordinances.

8. Prior to shooting any perforations for bradenhead squeezes, a pressure test of the **9-5/8"** casing shall be made to ensure casing integrity. If casing integrity is not demonstrated, a retainer or packer is required for squeeze operations.
9. All casing of the well, both inside and outside, are plugged with cement from at least **25 feet** below the final cut down of the well to the surface.
10. All casing must be removed from between **5'** and **10'** below ground level.
11. A steel plate, at least as thick as the outer well casing and bearing the last five digits of the API number, shall be tack welded around the top circumference of the outer casing.
12. The well location shall be surveyed prior to burying the well, and the survey shall be filed with this office. Latitude and longitude shall be in decimal degrees, to six decimal places, in NAD83.
13. Well site restoration shall be completed as per the approved EIR.
14. No program changes are made without prior Division approval.
15. **THIS DIVISION SHALL BE NOTIFIED TO:**
 - a. Inspect the installed BOPE prior to commencing **downhole** operations.
 - b. Witness a **1000** psi pressure test of the installed BOPE with a test plug set in the **9-5/8"** casing at **2000'** prior to commencing **cleanout** operations.
 - c. Witness the clean-out depth at **8496'**.
 - d. Witness the placing of the cement plug from **8496'** to **6350'**.
 - e. Witness the placing of the cement plug from **6350'** to **4650'**.
 - f. Witness the placing of the cement plug from **4650'** to **2250'**.
 - g. Review the results of the radial cement evaluation log prior to perforating operations.
 - h. Witness the placing of the cement plug from **400'** to **surface**.
 - i. Witness the cement squeeze through the perforations to isolate the **Base of the USDW** zone.
 - j. Witness the cement squeeze through the perforations to isolate the **Base of the Freshwater** zone.
 - k. Witness the location and hardness of the cement plug, both inside and outside of all casings, at the final cut down of the well.
 - l. Inspect the welded steel plate.
 - m. Inspect the restored well site.

NOTES:

1. All depth measurements are from top of Kelly Bushing which is **17'** above ground level. Ground elevation is **244'** above sea level.
2. Hydrogen sulfide gas (H₂S) is known to be present in this area, adequate safety precautions shall be taken prior to and during well operations.
3. No operation shall be undertaken or continued that will contaminate or otherwise damage the environment.
4. Zone isolation cement plugs shall use cement that has a minimum compressive strength of 1000 psi and a maximum liquid permeability of 0.1 md.
5. When staging cement plugs, full circulation must be established. If full circulation is not maintained, cement staging must cease. The Division shall be notified to witness the location and hardness of the cement plug.
6. The operator shall isolate the following zones:
 - a. Top of the **Ogden** zone at **7323'±**.
 - b. Top of the **Hauser** zone at **6610'±**.
 - c. Top of the **Wolfskill** zone (**Uppermost Hydrocarbon** zone) at **2374'±**.
 - d. **Base of USDW** zone at **1003'±**.
 - e. **Base of Freshwater** zone at **540'±**.
 - f. Failure to achieve zonal isolation may have a negative impact on current and future operations. In addition, failure to achieve adequate zonal isolation will also be noted on the Report of Operations (OG109).
7. The requirement for well site restoration is postponed until removal and cleanup of the common cellar.
8. The Division recommends that no structure be placed in a manner that will impede future access to the well.
9. No operation shall be undertaken or continued that will contaminate or otherwise damage the environment.
10. Upon completion of the proposed work, a Well Summary Report (form OG100), a History of Oil or Gas Well (form OG103), and copies of all logs, tests, and surveys shall be submitted to this office.
11. Report on Operations (form OG109) and Report of Well Plugging and Abandonment (form OG159) will not be released until all records and histories are on file with this Division.
12. In order to coordinate field surveillance, please contact this office prior to commencing operations.



NATURAL RESOURCES AGENCY OF CALIFORNIA
 DEPARTMENT OF CONSERVATION
 DIVISION OF OIL, GAS & GEOTHERMAL RESOURCES
 5816 Corporate Ave., Suite 100 Cypress, CA 90630 - 4731

No. **P 117-0277**

<u>Old</u>	<u>New</u>
054	054
<small>FIELD CODE</small>	
06	06
<small>AREA CODE</small>	
10	--
<small>POOL CODE</small>	

**PERMIT TO CONDUCT WELL OPERATIONS
 CRITICAL WELL**

Cypress, California
 September 11, 2017

VIA EMAIL

Ms. LaTanya KirkCarter Latham, Agent
 Beverly Hills Unified School District (B4325)
 255 South Lasky Drive
 Beverly Hills, CA 90212
lkirk@bhusd.org

Your proposal to **abandon** well "**O.S.**" 4, A.P.I. No. **037-22469**, Section **25**, T. **01S**, R. **15W**, **SB B. & M.**, (Lat: **34.059761** Long: **-118.410649** Datum: **NAD83**) **Beverly Hills** field, **West** area, **Hauser, Ogden** pools, **Los Angeles** County, dated **9/6/2017**, received **9/6/2017** has been examined in conjunction with records filed in this office.

THE PROPOSAL IS APPROVED PROVIDED:

1. Blowout prevention equipment (BOPE), as defined by this Division's publication No. M07, shall be installed and maintained in operating condition and meet the following minimum requirements: **Class III B 3M**, with hydraulic controls, on the **9-5/8"** casing. All casing annuli control valves must meet, or exceed, the same minimum pressure rating as the BOPE. The pipe safety valve must be suitable for all pipe in use, including casing.
 - a. A **3M lubricator** for **wireline** operations.
2. Blowout prevention practice drills are conducted at least weekly and recorded on the tour sheet. A practice drill may be required at the time of the test/inspection.
3. Hole fluid of a quality and in sufficient quantity to control all subsurface conditions in order to prevent blowouts shall be used.
4. Sufficient material to control lost circulation of hole fluid shall be available for immediate use at the well site.
5. Flowlines servicing the well, which have been out of service, must be tested to ensure their integrity.
6. Prior to conducting any work pursuant to this permit, including the transporting, storage, or mobilization of any necessary equipment, permittee shall implement distance and access restrictions for the general public and occupants of nearby buildings or land, to ensure public safety. In addition, physical barriers to minimize noise, particulate, and other impacts shall also be put into place in order to address and/or minimize exposure levels.
7. To verify zonal isolation, the proposed CBL shall be a **radial cement evaluation log**.

Continued on Page 2

Bond

cc: EDP
 City of Beverly Hills

Kenneth A. Harris Jr.
 State Oil and Gas Supervisor

Engineer Tamara Lopez
 Office (714) 816-6847

By _____
 For Daniel J. Dudak, *District Deputy*

TLO/tlo

A copy of this permit and the proposal must be posted at the well site prior to commencing operations. Records for work done under this permit are due within 60 days after the work has been completed or the operations have been suspended. Issuance of this permit does not affect the Operator's responsibility to comply with other applicable state, federal, and local laws, regulations, and ordinances.

8. The proposed cement plug from **8120'** to **6050'** shall be divided in two plugs, from **8120'** to **7000'** and from **7000'** to **6050'**.
9. Prior to shooting any perforations for bradenhead squeezes, a pressure test of the **9-5/8"** casing shall be made to ensure casing integrity. If casing integrity is not demonstrated, a retainer or packer is required for squeeze operations.
10. Depending on the results of the radial cement evaluation log and for isolation of the **Underground Source of Drinking Water (USDW)** zone, the **9-5/8"** casing shall be perforated at **1130'+/-** and sufficient cement shall be squeezed to fill to at least **1030' inside and** outside the **9-5/8"** casing.
11. All casing of the well, both inside and outside, are plugged with cement from at least **25 feet** below the final cut down of the well to the surface.
12. All casing must be removed from between **5'** and **10'** below ground level.
13. A steel plate, at least as thick as the outer well casing and bearing the last five digits of the API number, shall be tack welded around the top circumference of the outer casing.
14. The well location shall be surveyed prior to burying the well, and the survey shall be filed with this office. Latitude and longitude shall be in decimal degrees, to six decimal places, in NAD83.
15. Well site restoration shall be completed as per the approved EIR.
16. No program changes are made without prior Division approval.
17. **THIS DIVISION SHALL BE NOTIFIED TO:**
 - a. Inspect the installed BOPE prior to commencing **downhole** operations.
 - b. Witness a **1000** psi pressure test of the installed BOPE with a test plug set in the **9-5/8"** casing at **2000'** prior to commencing **cleanout** operations.
 - c. Witness the clean-out depth at **8120'**.
 - d. Witness the placing, location and hardness of the cement plug from **8120'** to **7000'**.
 - e. Witness the placing, location and hardness of the cement plug from **7000'** to **6050'**.
 - f. Witness the placing, location and hardness of the cement plug from **6050'** to **4450'**.
 - g. Witness the placing, location and hardness of the cement plug from **4450'** to **2200'**.
 - h. Review the results of the radial cement evaluation log prior to perforating operations.
 - i. Witness a pressure test of the **9-5/8"** casing.
 - j. Witness the cement squeeze through the perforations to isolate the **Base of the USDW** zone.
 - k. Witness the placing, location and hardness of the cement plug from **2200'** to **400'**.
 - l. Witness the cement squeeze through the perforations to isolate the **Base of the Freshwater** zone.
 - m. Witness the placing, location and hardness of the cement plug from **400'** to **surface**.
 - n. Witness the location and hardness of the cement plug, both inside and outside of all casings, at the final cut down of the well.
 - o. Inspect the welded steel plate.
 - p. Inspect the restored well site.

NOTES:

1. All depth measurements are from top of Kelly Bushing which is **17'** above ground level. Ground elevation is **244'** above sea level.
2. Hydrogen sulfide gas (H₂S) is known to be present in this area, adequate safety precautions shall be taken prior to and during well operations.
3. No operation shall be undertaken or continued that will contaminate or otherwise damage the environment.
4. Zone isolation cement plugs shall use cement that has a minimum compressive strength of 1000 psi and a maximum liquid permeability of 0.1 md.
5. When staging cement plugs, full circulation must be established. If full circulation is not maintained, cement staging must cease. The Division shall be notified to witness the location and hardness of the cement plug.
6. The operator shall isolate the following zones:
 - a. Top of the **Ogden** zone at **7100'±**.
 - b. Top of the **Hauser** zone at **6510'±**.
 - c. Top of the **Wolfskill** zone (**Uppermost Hydrocarbon** zone) at **2311'±**.
 - d. **Base of USDW** zone at **1080'±**.
 - e. **Base of Freshwater** zone at **540'±**.
 - f. Failure to achieve zonal isolation may have a negative impact on current and future operations. In addition, failure to achieve adequate zonal isolation will also be noted on the Report of Operations (OG109).
7. The requirement for well site restoration is postponed until removal and cleanup of the common cellar.

8. The Division recommends that no structure be placed in a manner that will impede future access to the well.
9. No operation shall be undertaken or continued that will contaminate or otherwise damage the environment.
10. Upon completion of the proposed work, a Well Summary Report (form OG100), a History of Oil or Gas Well (form OG103), and copies of all logs, tests, and surveys shall be submitted to this office.
11. Report on Operations (form OG109) and Report of Well Plugging and Abandonment (form OG159) will not be released until all records and histories are on file with this Division.
12. In order to coordinate field surveillance, please contact this office prior to commencing operations.
- 13.

OPERATION

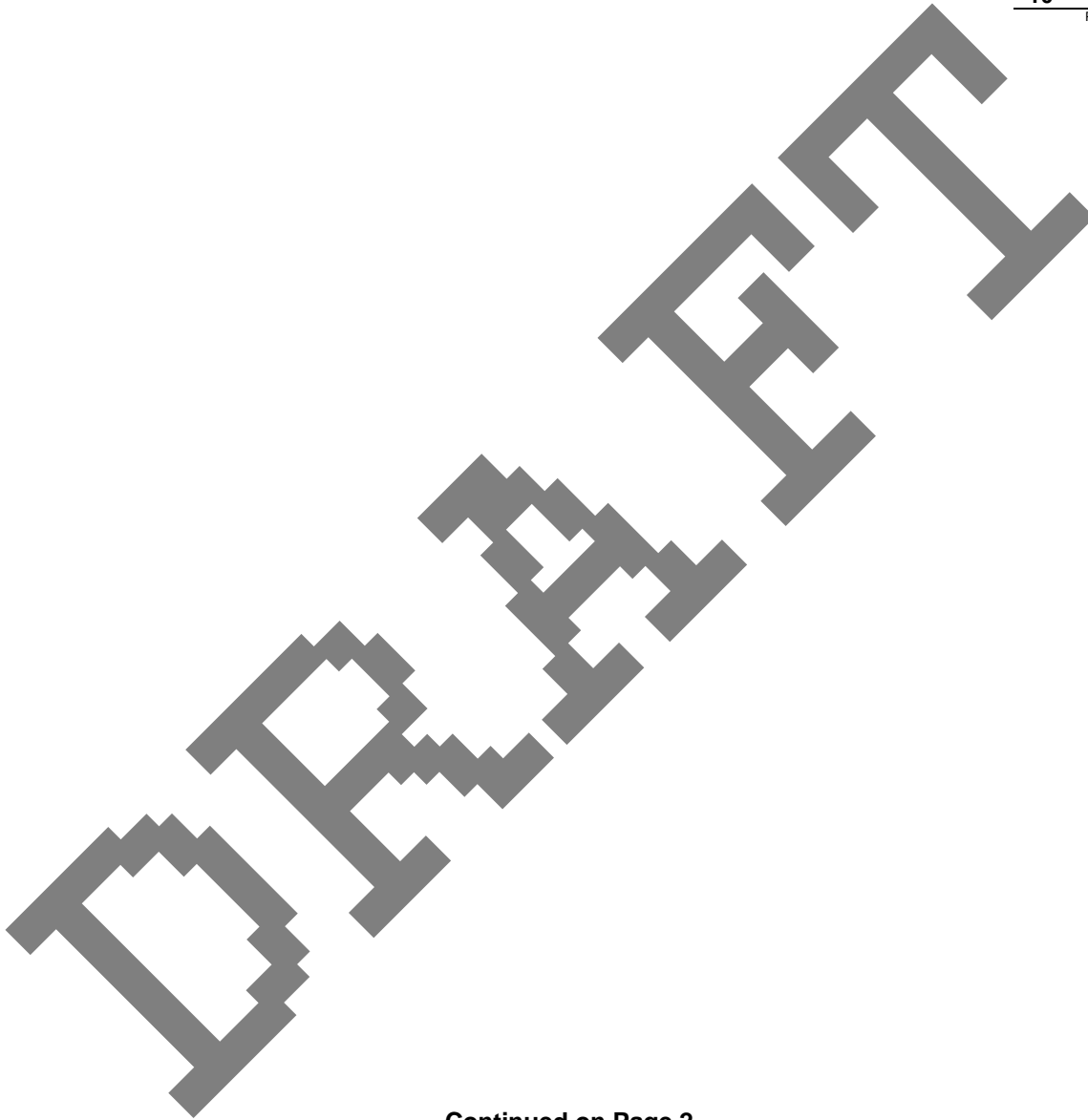


NATURAL RESOURCES AGENCY OF CALIFORNIA
DEPARTMENT OF CONSERVATION
DIVISION OF OIL, GAS & GEOTHERMAL RESOURCES
5816 Corporate Ave., Suite 100 Cypress, CA 90630 - 4731

No. **P 117-0276**

<u>Old</u>	<u>New</u>
054	054
<small>FIELD CODE</small>	
06	06
<small>AREA CODE</small>	
10	--
<small>POOL CODE</small>	

**PERMIT TO CONDUCT WELL OPERATIONS
CRITICAL WELL**



Continued on Page 2

cc: EDP
City of Beverly Hills

Engineer Tamara Lopez
Office (714) 816-6847

TLO/tlo

Kenneth A. Harris Jr.
State Oil and Gas Supervisor

By _____
For Daniel J. Dudak, *District Deputy*

A copy of this permit and the proposal must be posted at the well site prior to commencing operations. Records for work done under this permit are due within 60 days after the work has been completed or the operations have been suspended. Issuance of this permit does not affect the Operator's responsibility to comply with other applicable state, federal, and local laws, regulations, and ordinances.



NATURAL RESOURCES AGENCY OF CALIFORNIA
 DEPARTMENT OF CONSERVATION
 DIVISION OF OIL, GAS & GEOTHERMAL RESOURCES
 5816 Corporate Ave., Suite 100 Cypress, CA 90630 - 4731

No. **P 117-0279**

<u>Old</u>	<u>New</u>
054	054
<small>FIELD CODE</small>	
06	06
<small>AREA CODE</small>	
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<small>POOL CODE</small>	

**PERMIT TO CONDUCT WELL OPERATIONS
 CRITICAL WELL**

Cypress, California
 September 13, 2017

Ms. LaTanya KirkCarter Latham, Agent
 Beverly Hills Unified School District (B4325)
 255 South Lasky Drive
 Beverly Hills, CA 90212

Your proposal to **Abandon** well "O.S." 5, A.P.I. No. **037-22506**, Section **25**, T. **01S**, R. **15W**, **SB B. & M.**, (Lat: **34.059790** Long: **-118.410515** Datum: **NAD83**) **Beverly Hills** field, **West** area, -- pool, **Los Angeles** County, dated **9/6/2017**, received **9/6/2017** has been examined in conjunction with records filed in this office.

THE PROPOSAL IS APPROVED PROVIDED:

1. Blowout prevention equipment, as defined by this Division's publication No. M07, shall be installed and maintained in operating condition and meet the following minimum requirements:
 - a. Class **III3M**, with hydraulic controls, during **abandonment** operations. All casing annuli control valves must meet, or exceed, the same minimum pressure rating as the BOPE. The pipe safety valve must be suitable for all pipe in use, including casing.
 - b. A **3M lubricator** for **wireline** operations.
2. Blowout prevention practice drills are conducted at least weekly and recorded on the tour sheet. A practice drill may be required at the time of the test/inspection.
3. Hole fluid of a quality and in sufficient quantity to control all subsurface conditions in order to prevent blowouts shall be used.
4. Zone isolation cement plugs shall use cement that has a minimum compressive strength of 1000 psi and a maximum liquid permeability of 0.1 md.
5. All portions of the well not plugged with cement are filled with inert mud fluid having a minimum density of **72** lbs/cu.ft and a minimum gel shear strength of **25** lbs./100 sq. ft.
6. For isolation of the **USDW** zone, the **9 5/8"** casing shall be perforated at **1120'** and sufficient cement shall be squeezed to fill to **920'** outside the casing, or until a pressure increase, not to exceed fracture pressure, is noted.
7. Prior to shooting any perforations for bradenhead squeezes, a pressure test of the **9 5/8"** casing shall be made to ensure casing integrity. If casing integrity is not demonstrated, a retainer or packer is required for squeeze operations.
8. When staging cement plugs, full circulation must be established. If full circulation is not maintained, cement staging must cease. The Division shall be notified to witness the location and hardness of the cement plugs.
9. All casing must be removed from between 5' and 10' below ground level.

Continued on Page 2

Bond
 cc:

 Kenneth A. Harris Jr.
 State Oil and Gas Supervisor

Engineer Barry Irick
 Office (714) 816-6847

By _____
 Daniel J. Dudak, *District Deputy*

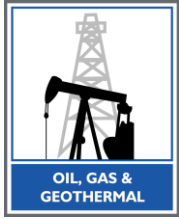
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A copy of this permit and the proposal must be posted at the well site prior to commencing operations. Records for work done under this permit are due within 60 days after the work has been completed or the operations have been suspended. Issuance of this permit does not affect the Operator's responsibility to comply with other applicable state, federal, and local laws, regulations, and ordinances.

10. The well location shall be surveyed prior to burying the well, and the survey shall be filed with this office. Latitude and longitude shall be in decimal degrees, to six decimal places, in NAD83.
11. Well site restoration shall be completed within 60 days following the completion of plugging operations.
12. A steel plate, at least as thick as the outer well casing and bearing the last five digits of the API number, shall be tack welded around the top circumference of the outer casing.
13. No program changes are made without prior Division approval.
14. **THIS DIVISION SHALL BE NOTIFIED TO:**
 - a. Inspect the installed blowout prevention equipment prior to commencing **downhole** operations.
 - b. Witness the clean-out depth at **7860'**.
 - c. Witness the placing, location and hardness of the cement plug from **7860'** to **5900'**.
 - d. Review the results of the **CBL** prior to perforating operations.
 - e. Witness the placing, location and hardness of the cement plug from **5900'** to **3900'**.
 - f. Witness the cement squeeze at **2688'**. Top of annular cement to be at **2488'** (minimum).
 - g. Witness the placing, location and hardness of the cement plug from **3900'** to **2450'**.
 - h. Witness the cement squeeze at **1120'**. Top of annular cement to be at **920'** (minimum).
 - i. Witness the cement squeeze at **600'**. Top of annular cement to be at **400'** (minimum).
 - j. Witness the placing, location and hardness of the cement plug from **2450'** to **400'**.
 - k. Witness the placing, location and hardness of the cement plug from **400'** to **surface'**.
 - l. Witness the location and hardness of cement at surface, including all annular spaces.

NOTE:

1. All depths are based on well KB, which is **17'** above ground level. Ground level is 244' above sea level.
2. The requirement for well site restoration is postponed until removal and cleanup of the common cellar.
3. The base of the freshwater zone is at **500'±**.
4. The base of the USDW zone is at **1020'±**.
5. The top of the Wolfskill (upper hydrocarbon) zone is at **2588'±**.
6. The top of the Dunsmuir zone is at **4023'±**.
7. The top of the Hauser zone is at **6193'±**.
8. The top of the Ogden zone is at **6838'±**.
9. Failure of the well to provide zonal isolation of the **injection, upper hydrocarbon, USDW, and BFW** zone may impact the approval of current and future injection projects. Lack of zonal isolation will be noted on the Report of Operations (OG109).
10. Report on Operations (form OG109) and Report of Well Plugging and Abandonment (form OG159) will not be released until all records and histories are on file with this Division.
11. The Division recommends that no structure be placed in a manner that will impede future access to the well.
12. No operation shall be undertaken or continued that will contaminate or otherwise damage the environment.
13. Upon completion of the proposed work, a History of Oil or Gas Well (form OG103) shall be submitted to this office, noting the effective date of conversion.
14. Bonds held by this Division will only be released following the completion of well plugging and abandonment operations to the Division's current abandonment standards.



NATURAL RESOURCES AGENCY OF CALIFORNIA
 DEPARTMENT OF CONSERVATION
 DIVISION OF OIL, GAS & GEOTHERMAL RESOURCES
 5816 Corporate Ave., Suite 100 Cypress, CA 90630 - 4731

No. **P 117-0264**

<u>Old</u>	<u>New</u>
054	054
<small>FIELD CODE</small>	
06	06
<small>AREA CODE</small>	
10	--
<small>POOL CODE</small>	

PERMIT TO CONDUCT WELL OPERATIONS

CRITICAL WELL

Cypress, California
 September 11, 2017

VIA EMAIL

Ms. LaTanya KirkCarter Latham, Agent
 Beverly Hills Unified School District (B4325)
 255 South Lasky Drive
 Beverly Hills, CA 90212
lkirk@bhusd.org

Your proposal to **abandon** well "O.S." 7, A.P.I. No. **037-22644**, Section **25**, T. **01S**, R. **15W**, **SB B. & M.** (Lat: **34.059731** Long: **-118.410633** Datum: **NAD83**), **Beverly Hills** field, **West** area, **Hauser, Ogdén** pools, **Los Angeles** County, dated **9/6/2017**, received **9/6/2017** has been examined in conjunction with records filed in this office.

THE PROPOSAL IS APPROVED PROVIDED:

1. Blowout Prevention Equipment (BOPE), as defined by this Division's publication No. M07, shall be installed and maintained in operating condition and meet the following minimum requirements:
 - a. Class **III B 3M**, with hydraulic controls, on the **9-5/8"** casing. All casing annuli control valves must meet, or exceed, the same minimum pressure rating as the BOPE. The pipe safety valve must be suitable for all pipe in use, including casing.
 - b. A **2M lubricator** for **wireline** operations.
2. Blowout prevention practice drills are conducted at least weekly and recorded on the tour sheet. A practice drill may be required at the time of the test/inspection.
3. Hole fluid of a quality and in sufficient quantity to control all subsurface conditions in order to prevent blowouts shall be used.
4. Sufficient material to control lost circulation of hole fluid shall be available for immediate use at the well site.
5. Flowlines servicing the well, which have been out of service, must be tested to ensure their integrity.
6. Prior to conducting any work pursuant to this permit, including the transporting, storage, or mobilization of any necessary equipment, permittee shall implement distance and access restrictions for the general public and occupants of nearby buildings or land, to ensure public safety. In addition, physical barriers to minimize noise, particulate, and other impacts shall also be put into place in order to address and/or minimize exposure levels. All portions of the well not plugged with cement are filled with inert mud fluid having a minimum density of **72 lbs/cu.ft** and a minimum gel shear strength of **25 lbs./100 sq. ft.**

Continued on Page 2

cc: EDP
 City of Beverly Hills

Kenneth A. Harris Jr.
 State Oil and Gas Supervisor

Engineer Chris Phillips
 Office (714) 816-6847

By _____
 For Daniel J. Dudak, *District Deputy*

CPH/cph

A copy of this permit and the proposal must be posted at the well site prior to commencing operations. Records for work done under this permit are due within 60 days after the work has been completed or the operations have been suspended. Issuance of this permit does not affect the Operator's responsibility to comply with other applicable state, federal, and local laws, regulations, and ordinances.

7. The proposed cement plug from **6395'** to **5750'** shall extend from **6395'** to at least **5715'**.
8. Prior to shooting any perforations for bradenhead squeezes, a pressure test of the **9-5/8"** casing shall be made to ensure casing integrity. If casing integrity is not demonstrated, a retainer or packer is required for squeeze operations.
9. A **radial cement evaluation log** shall be run to verify zonal isolation.
10. For isolation of the **Underground Source of Drinking Water (USDW)** zone, the **9-5/8"** casing shall be perforated at **1050'+/-** and sufficient cement shall be squeezed to fill to at least **950' inside and outside the 9-5/8"** casing.
11. All casing of the well, both inside and outside, are plugged with cement from at least **25 feet** below the final cut down of the well to the surface.
12. All casing must be removed from between **5'** and **10'** below ground level.
13. A steel plate, at least as thick as the outer well casing and bearing the last five digits of the API number, shall be tack welded around the top circumference of the outer casing.
14. The well location shall be surveyed prior to burying the well, and the survey shall be filed with this office. Latitude and longitude shall be in decimal degrees, to six decimal places, in NAD83.
15. Well site restoration shall be completed as per the approved EIR.
16. No program changes are made without prior Division approval.
17. **THIS DIVISION SHALL BE NOTIFIED TO:**
 - a. Inspect the installed BOPE prior to commencing **downhole** operations.
 - b. Witness a test of the installed blowout prevention equipment prior to **cleanout** operations.
 - c. Witness the clean-out depth at **7950'**.
 - d. Witness the placing, location and hardness of the cement plug from **7950'** to **6395'**.
 - e. Witness the placing, location and hardness of the cement plug from **6395'** to **5715'**.
 - f. Witness all mudding operations.
 - g. Review the results of the radial cement evaluation log prior to perforating operations.
 - h. Witness a pressure test of the **9-5/8"** casing.
 - i. Witness the placing, location and hardness of the cement plug from **5715'** to **3700'**.
 - j. Witness the placing, location and hardness of the cement plug from **3700'** to **1050'**.
 - k. Witness the placing, location and hardness of the cement plug from **1050'** to **950'**, **inside and outside the 9-5/8"** casing.
 - l. Witness the placing, location and hardness of the cement plug from **950'** to **600'**.
 - m. Witness the placing, location and hardness of the cement plug from **600'** to **400'**, **inside and outside the 9-5/8"** casing.
 - n. Witness the placing, location and hardness of the cement plug from **400'** to **surface**.
 - o. Witness the location and hardness of the cement plug, both inside and outside of all casings, at the final cut down of the well.
 - p. Inspect the welded steel plate.
 - q. Inspect the restored well site.

NOTES:

1. All depth measurements are from top of Kelly Bushing which is **16'** above ground level. Ground elevation is **244'** above sea level.
2. Hydrogen sulfide gas (H₂S) is known to be present in this area, adequate safety precautions shall be taken prior to and during well operations.
3. No operation shall be undertaken or continued that will contaminate or otherwise damage the environment.
4. Zone isolation cement plugs shall use cement that has a minimum compressive strength of 1000 psi and a maximum liquid permeability of 0.1 md.
5. When staging cement plugs, full circulation must be established. If full circulation is not maintained, cement staging must cease. The Division shall be notified to witness the location and hardness of the cement plug.

6. The operator shall isolate the following zones:
 - a. Top of the **Ogden** zone at **6525'±**
 - b. Top of the **Hauser** zone at **5868'±**
 - c. Top of the **Wolfskill** zone (**Uppermost Hydrocarbon** zone) is at **2354'±**.
 - d. **Base of USDW** zone at **1002'±**.
 - e. **Base of Freshwater** zone at **540'±**.

Failure to achieve zonal isolation may have a negative impact on current and future operations. In addition, failure to achieve adequate zonal isolation will also be noted on the Report of Operations (OG109).

7. The requirement for well site restoration is postponed until removal and cleanup of the common cellar.
8. The Division recommends that no structure be placed in a manner that will impede future access to the well.
9. Upon completion of the proposed work, a Well Summary Report (form OG100), a History of Oil or Gas Well (form OG103), and copies of all logs, tests, and surveys shall be submitted to this office.
10. Report on Operations (form OG109) and Report of Well Plugging and Abandonment (form OG159) will not be released until all records and histories are on file with this Division.
11. In order to coordinate field surveillance, please contact this office prior to commencing operations.

DRAFT



NATURAL RESOURCES AGENCY OF CALIFORNIA
 DEPARTMENT OF CONSERVATION
 DIVISION OF OIL, GAS & GEOTHERMAL RESOURCES
 5816 Corporate Ave., Suite 100 Cypress, CA 90630 - 4731

No. **P 117-0280**

<u>Old</u>	<u>New</u>
054	054
<small>FIELD CODE</small>	
06	06
<small>AREA CODE</small>	
10	--
<small>POOL CODE</small>	

PERMIT TO CONDUCT WELL OPERATIONS

CRITICAL WELL

Cypress, California
 September 14, 2017

VIA EMAIL

Ms. LaTanya KirkCarter Latham, Agent
 Beverly Hills Unified School District (B4325)
 255 South Lasky Drive
 Beverly Hills, CA 90212
lkirk@bhUSD.org

Your proposal to **abandon** well "**O.S.**" **8**, A.P.I. No. **037-22594**, Section **25**, T. **01S**, R. **15W**, **SB B. & M.** (Lat: **34.059677** Long: **-118.410742** Datum: **NAD83**), **Beverly Hills** field, **West** area, **Hauser, Ogden** pools, **Los Angeles** County, dated **9/6/2017**, received **9/6/2017** has been examined in conjunction with records filed in this office.

THE PROPOSAL IS APPROVED PROVIDED:

1. Blowout Prevention Equipment (BOPE), as defined by this Division's publication No. M07, shall be installed and maintained in operating condition and meet the following minimum requirements:
 - a. Class **III B 3M**, with hydraulic controls, on the **9-5/8"** casing. All casing annuli control valves must meet, or exceed, the same minimum pressure rating as the BOPE. The pipe safety valve must be suitable for all pipe in use, including casing.
 - b. A **2M lubricator** for **wireline** operations.
2. Blowout prevention practice drills are conducted at least weekly and recorded on the tour sheet. A practice drill may be required at the time of the test/inspection.
3. Hole fluid of a quality and in sufficient quantity to control all subsurface conditions in order to prevent blowouts shall be used.
4. Sufficient material to control lost circulation of hole fluid shall be available for immediate use at the well site.
5. Flowlines servicing the well, which have been out of service, must be tested to ensure their integrity.
6. Prior to conducting any work pursuant to this permit, including the transporting, storage, or mobilization of any necessary equipment, permittee shall implement distance and access restrictions for the general public and occupants of nearby buildings or land, to ensure public safety. In addition, physical barriers to minimize noise, particulate, and other impacts shall also be put into place in order to address and/or minimize exposure levels.
7. All portions of the well not plugged with cement are filled with inert mud fluid having a minimum density of **72** lbs/cu.ft and a minimum gel shear strength of **25** lbs./100 sq. ft.

Continued on Page 2

cc: EDP
 City of Beverly Hills

Kenneth A. Harris Jr.
 State Oil and Gas Supervisor

Engineer Chris Phillips
 Office (714) 816-6847

By _____
 For Daniel J. Dudak, *District Deputy*

CPH/cph

A copy of this permit and the proposal must be posted at the well site prior to commencing operations. Records for work done under this permit are due within 60 days after the work has been completed or the operations have been suspended. Issuance of this permit does not affect the Operator's responsibility to comply with other applicable state, federal, and local laws, regulations, and ordinances.

8. Prior to shooting any perforations or cavity shots for bradenhead squeezes, a pressure test of the **9-5/8"** casing shall be made to ensure casing integrity. If casing integrity is not demonstrated, a retainer or packer is required for squeeze operations.
9. A **radial cement evaluation log** shall be run to verify zonal isolation.
10. The cement plug proposed to be at **400'** shall be at **1100'**.
11. For isolation of the **Underground Source of Drinking Water (USDW)** zone, the **9-5/8"** casing shall be perforated at **1100'+/-** and sufficient cement shall be squeezed to fill to at least **1000' inside and outside the 9-5/8"** casing.
12. All casing of the well, both inside and outside, are plugged with cement from at least **25 feet** below the final cut down of the well to the surface.
13. All casing must be removed from between **5'** and **10'** below ground level.
14. A steel plate, at least as thick as the outer well casing and bearing the last five digits of the API number, shall be tack welded around the top circumference of the outer casing.
15. The well location shall be surveyed prior to burying the well, and the survey shall be filed with this office. Latitude and longitude shall be in decimal degrees, to six decimal places, in NAD83.
16. Well site restoration shall be completed as per the approved EIR.
17. No program changes are made without prior Division approval.
18. **THIS DIVISION SHALL BE NOTIFIED TO:**
 - a. Inspect the installed BOPE prior to commencing **downhole** operations.
 - b. Witness a test of the installed BOPE prior to commencing **cleanout** operations.
 - c. Witness the clean-out depth at **8590'**.
 - d. Witness the placing, location and hardness of the cement plug from **8590'** to **7199'**.
 - e. Witness the placing, location and hardness of the cement plug from **7199'** to **6800'**.
 - f. Witness all mudding operations.
 - g. Review the results of the radial cement evaluation log prior to perforating operations.
 - h. Witness a pressure test of the **9-5/8"** casing.
 - i. Witness the placing, location and hardness of the cement plug from **6800'** to **4300'**.
 - j. Witness the placing, location and hardness of the cement plug from **4300'** to **1100'**.
 - k. Witness the cement squeeze at **1100'**.
 - l. Witness the placing, location and hardness of the cement plug from **1100'** to **1000'**.
 - m. Witness the placing, location and hardness of the cement plug from **1100'** to **600'**.
 - n. Witness the cement squeeze at **600'**.
 - o. Witness the placing, location and hardness of the cement plug from **600'** to **400'**.
 - p. Witness the placing, location and hardness of the cement plug from **400'** to **surface**.
 - q. Witness the location and hardness of the cement plug, both inside and outside of all casings, at the final cut down of the well.
 - r. Inspect the welded steel plate.
 - s. Inspect the restored well site.

NOTES:

1. All depth measurements are from top of Kelly Bushing which is **16'** above ground level. Ground elevation is **244'** above sea level.
2. Hydrogen sulfide gas (H₂S) is known to be present in this area, adequate safety precautions shall be taken prior to and during well operations.
3. No operation shall be undertaken or continued that will contaminate or otherwise damage the environment.
4. Zone isolation cement plugs shall use cement that has a minimum compressive strength of 1000 psi and a maximum liquid permeability of 0.1 md.
5. When staging cement plugs, full circulation must be established. If full circulation is not maintained, cement staging must cease. The Division shall be notified to witness the location and hardness of the cement plug.
6. The operator shall isolate the following zones:
 - a. Top of the **Ogden** zone at **7465'±**
 - b. Top of the **Hauser** zone at **6935'±**
 - c. Top of the **Wolfskill** zone (**Uppermost Hydrocarbon** zone) is at **2210'±**.
 - d. **Base of USDW** zone at **1065'±**.
 - e. **Base of Freshwater** zone at **540'±**.

Failure to achieve zonal isolation may have a negative impact on current and future operations. In addition, failure to achieve adequate zonal isolation will also be noted on the Report of Operations (OG109).

7. The requirement for well site restoration is postponed until removal and cleanup of the common cellar.
8. The Division recommends that no structure be placed in a manner that will impede future access to the well.
9. Upon completion of the proposed work, a Well Summary Report (form OG100), a History of Oil or Gas Well (form OG103), and copies of all logs, tests, and surveys shall be submitted to this office.
10. Report on Operations (form OG109) and Report of Well Plugging and Abandonment (form OG159) will not be released until all records and histories are on file with this Division.
11. In order to coordinate field surveillance, please contact this office prior to commencing operations.

DRAFT



<u>Old</u>	<u>New</u>
054	054
<small>FIELD CODE</small>	
06	06
<small>AREA CODE</small>	
10	--
<small>POOL CODE</small>	

PERMIT TO CONDUCT WELL OPERATIONS

Waterflood
HAUSER & OGDEN ZONES, MIOCENE POOL

Cypress, California
 --

Ms. LaTanya KirkCarter Latham, Agent
 Beverly Hills Unified School District (B4325)
 255 South Lasky Drive
 Beverly Hills, CA 90212
lkirk@bhUSD.org

Your proposal to **abandon** well "O.S." 9, A.P.I. No. **037-22692**, Section **25**, T. **01S**, R. **15W**, **SB B. & M.**, (Lat: **34.059757** Long: **-118.410581** Datum: **NAD83**) **Beverly Hills** field, **West** area, **Hauser, Ogdén** pools, **Los Angeles** County, dated **9/6/2017**, received **9/6/2017** has been examined in conjunction with records filed in this office.

THE PROPOSAL IS APPROVED PROVIDED:

1. Blowout prevention equipment (BOPE), as defined by this Division's publication No. M07, shall be installed and maintained in operating condition and meet the following minimum requirements: Class **III B 3M**, with hydraulic controls, on the **9-5/8"** casing. All casing annuli control valves must meet, or exceed, the same minimum pressure rating as the BOPE. The pipe safety valve must be suitable for all pipe in use, including casing.
 - a. A **3M lubricator** for **wireline** operations.
2. Blowout prevention practice drills are conducted at least weekly and recorded on the tour sheet. A practice drill may be required at the time of the test/inspection.
3. Hole fluid of a quality and in sufficient quantity to control all subsurface conditions in order to prevent blowouts shall be used.
4. Sufficient material to control lost circulation of hole fluid shall be available for immediate use at the well site.
5. Flowlines servicing the well, which have been out of service, must be tested to ensure their integrity.
6. Prior to conducting any work pursuant to this permit, including the transporting, storage, or mobilization of any necessary equipment, permittee shall implement distance and access restrictions for the general public and occupants of nearby buildings or land, to ensure public safety. In addition, physical barriers to minimize noise, particulate, and other impacts shall also be put into place in order to address and/or minimize exposure levels.
7. To verify zonal isolation, the proposed CBL shall be a **radial cement evaluation log**.
8. Prior to shooting any perforations for bradenhead squeezes, a pressure test of the **9-5/8"** casing shall be made to ensure casing integrity. If casing integrity is not demonstrated, a retainer or packer is required for squeeze

Continued on Page 2

Bond
 UIC Project No. 05406002
 cc:

Kenneth A. Harris Jr.
 State Oil and Gas Supervisor

Engineer Olu Oladimeji
 Office (714) 816-6847

By Daniel J. Dudak, District Deputy
 For

OOL/ool

A copy of this permit and the proposal must be posted at the well site prior to commencing operations. Records for work done under this permit are due within 60 days after the work has been completed or the operations have been suspended. Issuance of this permit does not affect the Operator's responsibility to comply with other applicable state, federal, and local laws, regulations, and ordinances.

operations.

9. For isolation of the Underground Source of Drinking Water, USDW zone, the 9-5/8" casing shall be perforated at 1050' and sufficient cement shall be squeezed to fill to 950' inside and outside the casing, or until a pressure increase, not to exceed fracture pressure, is noted.
10. For isolation of the Base of Fresh Water, BFW zone, the 9-5/8" casing shall be perforated at 550' and sufficient cement shall be squeezed to fill to 450' inside and outside the casing, or until a pressure increase, not to exceed fracture pressure, is noted.
11. All casing of the well, both inside and outside, are plugged with cement from at least **25 feet** below the final cut down of the well to the surface.
12. All casing must be removed from between **5'** and **10'** below ground level.
13. A steel plate, at least as thick as the outer well casing and bearing the last five digits of the API number, shall be tack welded around the top circumference of the outer casing.
14. The well location shall be surveyed prior to burying the well, and the survey shall be filed with this office. Latitude and longitude shall be in decimal degrees, to six decimal places, in NAD83.
15. Well site restoration shall be completed as per the approved EIR.
16. No program changes are made without prior Division approval.
17. **THIS DIVISION SHALL BE NOTIFIED TO:**
 - a. Inspect the installed BOPE prior to commencing **downhole** operations.
 - b. Witness a **1000** psi pressure test of the installed BOPE with a test plug set in the **9-5/8"** casing at **2000'** prior to commencing **cleanout** operations.
 - c. Witness the clean-out depth at **8864'**.
 - d. Witness the placing, location and hardness of the cement plug from **8864'** to **7800'**.
 - e. Witness the placing, location and hardness of the cement plug from **7800'** to **7200'**.
 - f. Review the results of the radial cement evaluation log prior to perforating operations.
 - g. Witness the placing, location and hardness of the cement plug from **7200'** to **4350'**.
 - h. Witness the cement squeeze through perforations to isolate the Wolfskill zone.
 - i. Witness the placing, location and hardness of the cement plug from **4350'** to **2350'**.
 - j. Witness the cement squeeze through the perforations to isolate the **Base of the USDW** zone.
 - k. Witness the location and hardness of the cement plug from **2350'** to **400'**.
 - l. Witness the cement squeeze through the perforations to isolate the **Base of the Freshwater** zone.
 - m. Witness the placing, location and hardness of the cement plug from **400'** to **surface**.
 - n. Witness the location and hardness of the cement plug, both inside and outside of all casings, at the final cut down of the well.
 - o. Inspect the welded steel plate.
 - p. Inspect the restored well site.

NOTES:

1. All depth measurements are from top of Kelly Bushing which is **16'** above ground level. Ground elevation is **244'** above sea level.
2. Hydrogen sulfide gas (H₂S) is known to be present in this area, adequate safety precautions shall be taken prior to and during well operations.
3. No operation shall be undertaken or continued that will contaminate or otherwise damage the environment.
4. Zone isolation cement plugs shall use cement that has a minimum compressive strength of 1000 psi and a maximum liquid permeability of 0.1 md.
5. When staging cement plugs, full circulation must be established. If full circulation is not maintained, cement staging must cease. The Division shall be notified to witness the location and hardness of the cement plug.
6. The operator shall isolate the following zones:
 - a. Top of the **Ogden** zone at **7985'±**.
 - b. Top of the **Hauser** zone at **7322'±**.
 - c. Top of the **Wolfskill** zone (**Uppermost Hydrocarbon** zone) at **2494'±**.
 - d. **Base of USDW** zone at **1001'±**.
 - e. **Base of Freshwater** zone at **500'±**.
 - f. Failure to achieve zonal isolation may have a negative impact on current and future operations. In addition, failure to achieve adequate zonal isolation will also be noted on the Report of Operations (OG109).
7. The requirement for well site restoration is postponed until removal and cleanup of the common cellar.

8. The Division recommends that no structure be placed in a manner that will impede future access to the well.
9. No operation shall be undertaken or continued that will contaminate or otherwise damage the environment.
10. Upon completion of the proposed work, a Well Summary Report (form OG100), a History of Oil or Gas Well (form OG103), and copies of all logs, tests, and surveys shall be submitted to this office.
11. Report on Operations (form OG109) and Report of Well Plugging and Abandonment (form OG159) will not be released until all records and histories are on file with this Division.
12. In order to coordinate field surveillance, please contact this office prior to commencing operations.

OPERATION



NATURAL RESOURCES AGENCY OF CALIFORNIA
 DEPARTMENT OF CONSERVATION
 DIVISION OF OIL, GAS & GEOTHERMAL RESOURCES
 5816 Corporate Ave., Suite 100 Cypress, CA 90630 - 4731

No. **P 117-0281**

<u>Old</u>	<u>New</u>
054	054
<small>FIELD CODE</small>	
06	06
<small>AREA CODE</small>	
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<small>POOL CODE</small>	

PERMIT TO CONDUCT WELL OPERATIONS
CRITICAL WELL
 Waterflood
 HAUSER & OGDEN ZONES, MIOCENE POOL
 Idle Well

Cypress, California
 September 15, 2017

VIA EMAIL

Ms. LaTanya KirkCarter Latham, Agent
 Beverly Hills Unified School District (B4325)
 255 South Lasky Drive
 Beverly Hills, CA 90212
lkirk@bhusd.org

Your proposal to **abandon** well "O.S." 10, A.P.I. No. **037-22613**, Section **25**, T. **01S**, R. **15W**, **SB** B. & M. (Lat: **34.059842** Long: **-118.410487** Datum: **NAD83**), **Beverly Hills** field, **West** area, **Hauser, Ogden** pools, **Los Angeles** County, dated **9/6/2017**, received **9/6/2017** has been examined in conjunction with records filed in this office.

THE PROPOSAL IS APPROVED PROVIDED:

1. Blowout Prevention Equipment (BOPE), as defined by this Division's publication No. M07, shall be installed and maintained in operating condition and meet the following minimum requirements:
 - a. Class **III B 3M**, with hydraulic controls, on the **9-5/8"** casing. All casing annuli control valves must meet, or exceed, the same minimum pressure rating as the BOPE. The pipe safety valve must be suitable for all pipe in use, including casing.
 - b. A **2M lubricator** for **wireline** operations.
2. Blowout prevention practice drills are conducted at least weekly and recorded on the tour sheet. A practice drill may be required at the time of the test/inspection.
3. Hole fluid of a quality and in sufficient quantity to control all subsurface conditions in order to prevent blowouts shall be used.
4. Sufficient material to control lost circulation of hole fluid shall be available for immediate use at the well site.
5. Flowlines servicing the well, which have been out of service, must be tested to ensure their integrity.
6. Prior to conducting any work pursuant to this permit, including the transporting, storage, or mobilization of any necessary equipment, permittee shall implement distance and access restrictions for the general public and occupants of nearby buildings or land, to ensure public safety. In addition, physical barriers to minimize noise, particulate, and other impacts shall also be put into place in order to address and/or minimize exposure levels.

Continued on Page 2

UIC Project No. 05406002
 cc: EDP
 City of Beverly Hills

Kenneth A. Harris Jr.

 State Oil and Gas Supervisor

Engineer Chris Phillips
Office (714) 816-6847

By _____
 For Daniel J. Dudak, *District Deputy*

CPH/cph

A copy of this permit and the proposal must be posted at the well site prior to commencing operations. Records for work done under this permit are due within 60 days after the work has been completed or the operations have been suspended. Issuance of this permit does not affect the Operator's responsibility to comply with other applicable state, federal, and local laws, regulations, and ordinances.

7. All portions of the well not plugged with cement are filled with inert mud fluid having a minimum density of **72 lbs/cu.ft** and a minimum gel shear strength of **25 lbs./100 sq. ft.**
8. Prior to shooting any perforations or cavity shots for bradenhead squeezes, a pressure test of the **9-5/8"** casing shall be made to ensure casing integrity. If casing integrity is not demonstrated, a retainer or packer is required for squeeze operations.
9. A **radial cement evaluation log** shall be run to verify zonal isolation.
10. Depending on the results of the **radial cement evaluation log** and for isolation of the **Wolfskill** zone, the **9-5/8"** casing shall be perforated at **2366'** and sufficient cement shall be squeezed to fill to at least **2266' inside and outside the 9-5/8"** casing without exceeding fracture pressure.
11. The cement plug proposed to be at **400'** shall be at **1050'+/-**.
12. For isolation of the **Underground Source of Drinking Water (USDW)** zone, the **9-5/8"** casing shall be perforated at **1050'+/-** and sufficient cement shall be squeezed to fill to at least **950' inside and outside the 9-5/8"** casing.
13. The **9-5/8"** casing shall be cut and pulled from **600'+/-**.
14. For isolation of the **Base of Fresh Water (BFW)** zone, the **13-3/8"** casing shall be perforated at **600'+/-** and sufficient cement squeezed to fill to at least **500' inside and outside the 13-3/8"** casing without exceeding fracture pressure.
15. All casing of the well, both inside and outside, are plugged with cement from at least **25 feet** below the final cut down of the well to the surface.
16. All casing must be removed from between **5'** and **10'** below ground level.
17. A steel plate, at least as thick as the outer well casing and bearing the last five digits of the API number, shall be tack welded around the top circumference of the outer casing.
18. The well location shall be surveyed prior to burying the well, and the survey shall be filed with this office. Latitude and longitude shall be in decimal degrees, to six decimal places, in NAD83.
19. Well site restoration shall be completed as per the approved EIR.
20. No program changes are made without prior Division approval.
21. **THIS DIVISION SHALL BE NOTIFIED TO:**
 - a. Inspect the installed BOPE prior to commencing **downhole** operations.
 - b. Witness a test of the installed BOPE prior to commencing **cleanout** operations.
 - c. Witness the clean-out depth at **8591'**.
 - d. Witness the placing, location and hardness of the cement plug from **8591'** to **7750'**.
 - e. Witness the placing, location and hardness of the cement plug from **7750'** to **7150'**.
 - f. Witness the placing, location and hardness of the cement plug from **7150'** to **5000'**.
 - g. Witness all mudding operations.
 - h. Review the results of the radial cement evaluation log prior to perforating operations.
 - i. Witness a pressure test of the **9-5/8"** casing.
 - j. Witness the cement squeeze at **2366'** if the radial cement evaluation log does not show cement isolation in the **9-5/8" x 12-1/4"** annulus.
 - k. Witness the placing, location and hardness of the cement plug from **5000'** to **2250'**.
 - l. Witness the placing, location and hardness of the cement plug from **2250'** to **1050'**.
 - m. Witness the placing, location and hardness of the cement plug from **1050'** to **950'**, **inside and outside the 9-5/8"** casing.
 - n. Witness the placing, location and hardness of the cement plug from **950'** to **600'**.
 - o. Witness the placing, location and hardness of the cement plug from **600'** to **400'**, **inside and outside the 13-3/8"** casing.
 - p. Witness the placing, location and hardness of the cement plug from **400'** to **surface**.
 - q. Witness the location and hardness of the cement plug, both inside and outside of all casings, at the final cut down of the well.
 - r. Inspect the welded steel plate.
 - s. Inspect the restored well site

NOTES:

1. All depth measurements are from top of Kelly Bushing which is **16'** above ground level. Ground elevation is **244'** above sea level.

2. Hydrogen sulfide gas (H₂S) is known to be present in this area, adequate safety precautions shall be taken prior to and during well operations.
3. No operation shall be undertaken or continued that will contaminate or otherwise damage the environment.
4. Zone isolation cement plugs shall use cement that has a minimum compressive strength of 1000 psi and a maximum liquid permeability of 0.1 md.
5. When staging cement plugs, full circulation must be established. If full circulation is not maintained, cement staging must cease. The Division shall be notified to witness the location and hardness of the cement plug.
6. The operator shall isolate the following zones:
 - a. Top of the **Ogden** zone at **8180'±**.
 - b. Top of the **Hauser** zone at **7297'±**.
 - c. Top of the **Wolfskill** zone (**Uppermost Hydrocarbon** zone) is at **2366'±**.
 - d. **Base of USDW** zone at **1005'±**.
 - e. **Base of Freshwater** zone at **540'±**.Failure to achieve zonal isolation may have a negative impact on current and future operations. In addition, failure to achieve adequate zonal isolation will also be noted on the Report of Operations (OG109).
7. The requirement for well site restoration is postponed until removal and cleanup of the common cellar.
8. The Division recommends that no structure be placed in a manner that will impede future access to the well.
9. Upon completion of the proposed work, a Well Summary Report (form OG100), a History of Oil or Gas Well (form OG103), and copies of all logs, tests, and surveys shall be submitted to this office.
10. Report on Operations (form OG109) and Report of Well Plugging and Abandonment (form OG159) will not be released until all records and histories are on file with this Division.
11. In order to coordinate field surveillance, please contact this office prior to commencing operations.



NATURAL RESOURCES AGENCY OF CALIFORNIA
DEPARTMENT OF CONSERVATION
DIVISION OF OIL, GAS & GEOTHERMAL RESOURCES
5816 Corporate Ave., Suite 100 Cypress, CA 90630 - 4731

No. **P 117-0265**

PERMIT TO CONDUCT WELL OPERATIONS

CRITICAL WELL

<u>Old</u>	<u>New</u>
054	054
<small>FIELD CODE</small>	
06	06
<small>AREA CODE</small>	
10	--
<small>POOL CODE</small>	

Cypress, California
September 12, 2017

VIA EMAIL

Ms. LaTanya KirkCarter Latham, Agent
Beverly Hills Unified School District (B4325)
255 South Lasky Drive
Beverly Hills, CA 90212
lkirk@bhUSD.org

Your proposal to **abandon** well "O.S." 11, A.P.I. No. **037-22671**, Section **25**, T. **01S**, R. **15W**, **SB** B. & M. (Lat: **34.059687** Long: **-118.410720** Datum: **NAD83**), **Beverly Hills** field, **West** area, **Hauser, Ogden** pools, **Los Angeles** County, dated **9/6/2017**, received **9/6/2017** has been examined in conjunction with records filed in this office.

THE PROPOSAL IS APPROVED PROVIDED:

1. Blowout Prevention Equipment (BOPE), as defined by this Division's publication No. M07, shall be installed and maintained in operating condition and meet the following minimum requirements:
 - a. Class **III B 3M**, with hydraulic controls, on the **9-5/8"** casing. All casing annuli control valves must meet, or exceed, the same minimum pressure rating as the BOPE. The pipe safety valve must be suitable for all pipe in use, including casing.
 - b. A **2M lubricator** for **wireline** operations.
2. Blowout prevention practice drills are conducted at least weekly and recorded on the tour sheet. A practice drill may be required at the time of the test/inspection.
3. Hole fluid of a quality and in sufficient quantity to control all subsurface conditions in order to prevent blowouts shall be used.
4. Sufficient material to control lost circulation of hole fluid shall be available for immediate use at the well site.
5. Flowlines servicing the well, which have been out of service, must be tested to ensure their integrity.
6. Prior to conducting any work pursuant to this permit, including the transporting, storage, or mobilization of any necessary equipment, permittee shall implement distance and access restrictions for the general public and occupants of nearby buildings or land, to ensure public safety. In addition, physical barriers to minimize noise, particulate, and other impacts shall also be put into place in order to address and/or minimize exposure levels.
7. All portions of the well not plugged with cement are filled with inert mud fluid having a minimum density of **72** lbs/cu.ft and a minimum gel shear strength of **25** lbs./100 sq. ft.
8. The proposed cement plug from **7100'** to **6490'** shall extend from **7100'** to at least **6474'**.

Continued on Page 2

cc: EDP
City of Beverly Hills

Kenneth A. Harris Jr.
State Oil and Gas Supervisor

Engineer Chris Phillips
Office (714) 816-6847

By _____
For Daniel J. Dudak, District Deputy

CPH/cph

A copy of this permit and the proposal must be posted at the well site prior to commencing operations. Records for work done under this permit are due within 60 days after the work has been completed or the operations have been suspended. Issuance of this permit does not affect the Operator's responsibility to comply with other applicable state, federal, and local laws, regulations, and ordinances.

9. Prior to shooting any perforations or cavity shots for bradenhead squeezes, a pressure test of the **9-5/8"** casing shall be made to ensure casing integrity. If casing integrity is not demonstrated, a retainer or packer is required for squeeze operations.
10. A **radial cement evaluation log** shall be run to verify zonal isolation.
11. For isolation of the **Underground Source of Drinking Water (USDW)** zone, the **9-5/8"** casing shall be perforated at **1050'+/-** and sufficient cement shall be squeezed to fill to at least **950'** outside the **9-5/8"** casing.
12. For isolation of the **Base of Fresh Water (BFW)** zone, the **9-5/8"** casing shall be cut and pulled from **600'**, the **13-3/8"** casing shall be perforated at **600'+/-** and sufficient cement squeezed to fill to at least **500' inside and outside the 13-3/8"** casing without exceeding fracture pressure.
13. All casing of the well, both inside and outside, are plugged with cement from at least **25 feet** below the final cut down of the well to the surface.
14. All casing must be removed from between **5'** and **10'** below ground level.
15. A steel plate, at least as thick as the outer well casing and bearing the last five digits of the API number, shall be tack welded around the top circumference of the outer casing.
16. The well location shall be surveyed prior to burying the well, and the survey shall be filed with this office. Latitude and longitude shall be in decimal degrees, to six decimal places, in NAD83.
17. Well site restoration shall be completed as per the approved EIR.
18. No program changes are made without prior Division approval.
19. **THIS DIVISION SHALL BE NOTIFIED TO:**
 - a. Inspect the installed BOPE prior to commencing **downhole** operations.
 - b. Witness a test of the installed BOPE prior to commencing **cleanout** operations.
 - c. Witness the clean-out depth at **8320'**.
 - d. Witness the placing, location and hardness of the cement plug from **8320' to 7100'**.
 - e. Witness the placing, location and hardness of the cement plug from **7100' to 6474'**.
 - f. Witness the placing, location and hardness of the cement plug from **6474' to 4050'**.
 - g. Witness all mudding operations.
 - h. Review the results of the radial cement evaluation log prior to perforating operations.
 - i. Witness a pressure test of the **9-5/8"** casing.
 - j. Witness the placing, location and hardness of the cement plug from **4050' to 2550'**.
 - k. Witness the placing, location and hardness of the cement plug from **2550' to 1050'**.
 - l. Witness the cement squeeze at **1050'**.
 - m. Witness the placing, location and hardness of the cement plug from **1050' to 950'**, inside the **9-5/8"** casing.
 - n. Witness the placing, location and hardness of the cement plug from **950' to 600'**.
 - o. Witness the cement squeeze at **600'**.
 - p. Witness the placing, location and hardness of the cement plug from **600' to 400'**, inside the **13-3/8"** casing.
 - q. Witness the placing, location and hardness of the cement plug from **400' to surface**.
 - r. Witness the placing of the cement plug, both inside and outside all casings, from at least **25 feet** below the final cut down of the well to the surface.
 - s. Witness the location and hardness of the cement plug, both inside and outside of all casings, at the final cut down of the well.
 - t. Inspect the welded steel plate.
 - u. Inspect the restored well site.

NOTES:

1. All depth measurements are from top of Kelly Bushing which is **16'** above ground level. Ground elevation is **244'** above sea level.
2. Hydrogen sulfide gas (H₂S) is known to be present in this area, adequate safety precautions shall be taken prior to and during well operations.
3. No operation shall be undertaken or continued that will contaminate or otherwise damage the environment.
4. Zone isolation cement plugs shall use cement that has a minimum compressive strength of 1000 psi and a maximum liquid permeability of 0.1 md.
5. When staging cement plugs, full circulation must be established. If full circulation is not maintained, cement staging must cease. The Division shall be notified to witness the location and hardness of the cement plug.

6. The operator shall isolate the following zones:
 - a. Top of the **Ogden** zone at **7320'±**
 - b. Top of the **Hauser** zone at **6590'±**
 - c. Top of the **Wolfskill** zone (**Uppermost Hydrocarbon** zone) is at **2690'±**.
 - d. **Base of USDW** zone at **1002'±**.
 - e. **Base of Freshwater** zone at **540'±**.

Failure to achieve zonal isolation may have a negative impact on current and future operations. In addition, failure to achieve adequate zonal isolation will also be noted on the Report of Operations (OG109).

7. The requirement for well site restoration is postponed until removal and cleanup of the common cellar.
8. The Division recommends that no structure be placed in a manner that will impede future access to the well.
9. Upon completion of the proposed work, a Well Summary Report (form OG100), a History of Oil or Gas Well (form OG103), and copies of all logs, tests, and surveys shall be submitted to this office.
10. Report on Operations (form OG109) and Report of Well Plugging and Abandonment (form OG159) will not be released until all records and histories are on file with this Division.
11. In order to coordinate field surveillance, please contact this office prior to commencing operations.

DRAFT



NATURAL RESOURCES AGENCY OF CALIFORNIA
DEPARTMENT OF CONSERVATION
DIVISION OF OIL, GAS & GEOTHERMAL RESOURCES
5816 Corporate Ave., Suite 100 Cypress, CA 90630 - 4731

No. **P 117-0266**

<u>Old</u>	<u>New</u>
054	054
<small>FIELD CODE</small>	
06	06
<small>AREA CODE</small>	
10	--
<small>POOL CODE</small>	

PERMIT TO CONDUCT WELL OPERATIONS

CRITICAL WELL

Cypress, California
September 14, 2017

VIA EMAIL

Ms. LaTanya KirkCarter Latham, Agent
Beverly Hills Unified School District (B4325)
255 South Lasky Drive
Beverly Hills, CA 90212
lkirk@bhUSD.org

Your proposal to **abandon** well "**O.S.**" **12**, A.P.I. No. **037-22686**, Section **25**, T. **01S**, R. **15W**, **SB** B. & M. (Lat: **34.059779** Long: **-118.410536** Datum: **NAD83**), **Beverly Hills** field, **West** area, **Hauser**, **Ogden** pools, **Los Angeles** County, dated **9/6/2017**, received **9/6/2017** has been examined in conjunction with records filed in this office.

THE PROPOSAL IS APPROVED PROVIDED:

1. Blowout Prevention Equipment (BOPE), as defined by this Division's publication No. M07, shall be installed and maintained in operating condition and meet the following minimum requirements:
 - a. Class **III B 3M**, with hydraulic controls, on the **9-5/8"** casing. All casing annuli control valves must meet, or exceed, the same minimum pressure rating as the BOPE. The pipe safety valve must be suitable for all pipe in use, including casing.
 - b. A **2M lubricator** for **wireline** operations.
2. Blowout prevention practice drills are conducted at least weekly and recorded on the tour sheet. A practice drill may be required at the time of the test/inspection.
3. Hole fluid of a quality and in sufficient quantity to control all subsurface conditions in order to prevent blowouts shall be used.
4. Sufficient material to control lost circulation of hole fluid shall be available for immediate use at the well site.
5. Flowlines servicing the well, which have been out of service, must be tested to ensure their integrity.
6. Prior to conducting any work pursuant to this permit, including the transporting, storage, or mobilization of any necessary equipment, permittee shall implement distance and access restrictions for the general public and occupants of nearby buildings or land, to ensure public safety. In addition, physical barriers to minimize noise, particulate, and other impacts shall also be put into place in order to address and/or minimize exposure levels.
7. All portions of the well not plugged with cement are filled with inert mud fluid having a minimum density of **72** lbs/cu.ft and a minimum gel shear strength of **25** lbs./100 sq. ft.

Continued on Page 2

cc: EDP
City of Beverly Hills

Kenneth A. Harris Jr.
State Oil and Gas Supervisor

Engineer Chris Phillips
Office (714) 816-6847

By _____
For Daniel J. Dudak, *District Deputy*

CPH/cph

A copy of this permit and the proposal must be posted at the well site prior to commencing operations. Records for work done under this permit are due within 60 days after the work has been completed or the operations have been suspended. Issuance of this permit does not affect the Operator's responsibility to comply with other applicable state, federal, and local laws, regulations, and ordinances.

8. Prior to shooting any perforations or cavity shots for bradenhead squeezes, a pressure test of the **9-5/8"** casing shall be made to ensure casing integrity. If casing integrity is not demonstrated, a retainer or packer is required for squeeze operations.
9. The proposed cement plug from **8760'** to **6600'** shall extend from **8760'** to **7650'+/-**.
10. The **7"** casing shall be cut and pulled from **7650'+/-**.
11. The well is plugged with cement from **7650'+/-** to **6600'**.
12. A **radial cement evaluation log** shall be run to verify zonal isolation.
13. The cement plug proposed to be at **400'** shall be at **1050'+/-**.
14. For isolation of the **Underground Source of Drinking Water (USDW)** zone, the **9-5/8"** casing shall be perforated at **1050'+/-** and sufficient cement shall be squeezed to fill to at least **950' inside and outside the 9-5/8"** casing.
15. For isolation of the **Base of Fresh Water (BFW)** zone, the **9-5/8"** casing shall be cut and pulled from **600'**, the **13-3/8"** casing shall be perforated at **600'+/-** and sufficient cement squeezed to fill to at least **500' inside and outside the 13-3/8"** casing without exceeding fracture pressure.
16. All casing of the well, both inside and outside, are plugged with cement from at least **25 feet** below the final cut down of the well to the surface.
17. All casing must be removed from between **5'** and **10'** below ground level.
18. A steel plate, at least as thick as the outer well casing and bearing the last five digits of the API number, shall be tack welded around the top circumference of the outer casing.
19. The well location shall be surveyed prior to burying the well, and the survey shall be filed with this office. Latitude and longitude shall be in decimal degrees, to six decimal places, in NAD83.
20. Well site restoration shall be completed as per the approved EIR.
21. No program changes are made without prior Division approval.
22. **THIS DIVISION SHALL BE NOTIFIED TO:**
 - a. Inspect the installed BOPE prior to commencing **downhole** operations.
 - b. Witness a test of the installed BOPE prior to commencing **cleanout** operations.
 - c. Witness the clean-out depth at **8760'**.
 - d. Witness the placing, location and hardness of the cement plug from **8760'** to **7650'**.
 - e. Witness the placing, location and hardness of the cement plug from **7650'** to **6600'**.
 - f. Witness the placing, location and hardness of the cement plug from **6600'** to **5100'**.
 - g. Witness all mudding operations.
 - h. Review the results of the radial cement evaluation log prior to perforating operations.
 - i. Witness a pressure test of the **9-5/8"** casing.
 - j. Witness the placing, location and hardness of the cement plug from **5100'** to **2640'**.
 - k. Witness the placing, location and hardness of the cement plug from **2640'** to **1050'**.
 - l. Witness the placing, location and hardness of the cement plug from **1050'** to **950'**, **inside and outside the 9-5/8"** casing.
 - m. Witness the placing, location and hardness of the cement plug from **950'** to **600'**.
 - n. Witness the placing, location and hardness of the cement plug from **600'** to **400'**, **inside and outside the 13-3/8"** casing.
 - o. Witness the placing, location and hardness of the cement plug from **400'** to **surface**.
 - p. Witness the location and hardness of the cement plug, both inside and outside of all casings, at the final cut down of the well.
 - q. Inspect the welded steel plate.
 - r. Inspect the restored well site

NOTES:

1. All depth measurements are from top of Kelly Bushing which is **16'** above ground level. Ground elevation is **244'** above sea level.
2. Hydrogen sulfide gas (H₂S) is known to be present in this area, adequate safety precautions shall be taken prior to and during well operations.
3. Zone isolation cement plugs shall use cement that has a minimum compressive strength of 1000 psi and a maximum liquid permeability of 0.1 md.
4. No operation shall be undertaken or continued that will contaminate or otherwise damage the environment.

5. When staging cement plugs, full circulation must be established. If full circulation is not maintained, cement staging must cease. The Division shall be notified to witness the location and hardness of the cement plug.
6. The operator shall isolate the following zones:
 - a. Top of the **Ogden** zone at **7550'±**.
 - b. Top of the **Hauser** zone at **6853'±**.
 - c. Top of the **Wolfskill** zone (**Uppermost Hydrocarbon** zone) is at **2743'±**.
 - d. **Base of USDW** zone at **1002'±**.
 - e. **Base of Freshwater** zone at **540'±**.Failure to achieve zonal isolation may have a negative impact on current and future operations. In addition, failure to achieve adequate zonal isolation will also be noted on the Report of Operations (OG109).
7. The requirement for well site restoration is postponed until removal and cleanup of the common cellar.
8. The Division recommends that no structure be placed in a manner that will impede future access to the well.
9. Upon completion of the proposed work, a Well Summary Report (form OG100), a History of Oil or Gas Well (form OG103), and copies of all logs, tests, and surveys shall be submitted to this office.
10. Report on Operations (form OG109) and Report of Well Plugging and Abandonment (form OG159) will not be released until all records and histories are on file with this Division.
11. In order to coordinate field surveillance, please contact this office prior to commencing operations.

DRAFT



**PERMIT TO CONDUCT WELL OPERATIONS
CRITICAL WELL**

<u>Old</u>	<u>New</u>
054	--
<small>FIELD CODE</small>	
06	06
<small>AREA CODE</small>	
10	--
<small>POOL CODE</small>	

Cypress, California
--

VIA EMAIL

Ms. LaTanya KirkCarter Latham, Agent
Beverly Hills Unified School District (B4325)
255 South Lasky Drive
Beverly Hills, CA 90212
lkirk@bhusd.org

Your proposal to **abandon** well "O.S." 13, A.P.I. No. **037-22763**, Section **25**, T. **01S**, R. **15W**, **SB B. & M.**, (Lat: **34.059698** Long: **-118.410699** Datum: **NAD83**) **Beverly Hills** field, **West** area, **Hauser, Ogden** pools, **Los Angeles** County, dated **9/6/2017**, received **9/6/2017** has been examined in conjunction with records filed in this office.

THE PROPOSAL IS APPROVED PROVIDED:

1. Blowout prevention equipment (BOPE), as defined by this Division's publication No. M07, shall be installed and maintained in operating condition and meet the following minimum requirements: **Class III B 3M**, with hydraulic controls, on the **9-5/8"** casing. All casing annuli control valves must meet, or exceed, the same minimum pressure rating as the BOPE. The pipe safety valve must be suitable for all pipe in use, including casing.
 - a. A **3M lubricator** for **wireline** operations.
2. Blowout prevention practice drills are conducted at least weekly and recorded on the tour sheet. A practice drill may be required at the time of the test/inspection.
3. Hole fluid of a quality and in sufficient quantity to control all subsurface conditions in order to prevent blowouts shall be used.
4. Sufficient material to control lost circulation of hole fluid shall be available for immediate use at the well site.
5. Flowlines servicing the well, which have been out of service, must be tested to ensure their integrity.
6. Prior to conducting any work pursuant to this permit, including the transporting, storage, or mobilization of any necessary equipment, permittee shall implement distance and access restrictions for the general public and occupants of nearby buildings or land, to ensure public safety. In addition, physical barriers to minimize noise, particulate, and other impacts shall also be put into place in order to address and/or minimize exposure levels.
7. To verify zonal isolation, the proposed CBL shall be a **radial cement evaluation log**.

Continued on Page 2

Bond
cc: EDP
City of Beverly Hills

Kenneth A. Harris Jr.
State Oil and Gas Supervisor

Engineer Tamara Lopez
Office (714) 816-6847

By _____
For Daniel J. Dudak, *District Deputy*

TLO/tlo

A copy of this permit and the proposal must be posted at the well site prior to commencing operations. Records for work done under this permit are due within 60 days after the work has been completed or the operations have been suspended. Issuance of this permit does not affect the Operator's responsibility to comply with other applicable state, federal, and local laws, regulations, and ordinances.

8. Prior to shooting any perforations for bradenhead squeezes, a pressure test of the **9-5/8"** casing shall be made to ensure casing integrity. If casing integrity is not demonstrated, a retainer or packer is required for squeeze operations.
9. All casing of the well, both inside and outside, are plugged with cement from at least **25 feet** below the final cut down of the well to the surface.
10. All casing must be removed from between **5'** and **10'** below ground level.
11. A steel plate, at least as thick as the outer well casing and bearing the last five digits of the API number, shall be tack welded around the top circumference of the outer casing.
12. The well location shall be surveyed prior to burying the well, and the survey shall be filed with this office. Latitude and longitude shall be in decimal degrees, to six decimal places, in NAD83.
13. Well site restoration shall be completed as per the approved EIR.
14. No program changes are made without prior Division approval.
15. **THIS DIVISION SHALL BE NOTIFIED TO:**
 - a. Inspect the installed BOPE prior to commencing **downhole** operations.
 - b. Witness a **1000** psi pressure test of the installed BOPE with a test plug set in the **9-5/8"** casing at **2000'** prior to commencing **cleanout** operations.
 - c. Witness the clean-out depth at **9155'**.
 - d. Witness the placing of the cement plug from **9155'** to **8070'**.
 - e. Witness the placing of the cement plug from **8070'** to **7250'**.
 - f. Witness the placing of the cement plug from **7250'** to **5550'**.
 - g. Review the results of the radial cement evaluation log prior to perforating operations.
 - h. Witness the placing of the cement plug from **400'** to **surface**.
 - i. Witness the cement squeeze through the perforations to isolate the **Base of the USDW** zone.
 - j. Witness the cement squeeze through the perforations to isolate the **Base of the Freshwater** zone.
 - k. Witness the location and hardness of the cement plug, both inside and outside of all casings, at the final cut down of the well.
 - l. Inspect the welded steel plate.
 - m. Inspect the restored well site.

NOTES:

1. All depth measurements are from top of Kelly Bushing which is **16'** above ground level. Ground elevation is **244'** above sea level.
2. Hydrogen sulfide gas (H₂S) is known to be present in this area, adequate safety precautions shall be taken prior to and during well operations.
3. No operation shall be undertaken or continued that will contaminate or otherwise damage the environment.
4. Zone isolation cement plugs shall use cement that has a minimum compressive strength of 1000 psi and a maximum liquid permeability of 0.1 md.
5. When staging cement plugs, full circulation must be established. If full circulation is not maintained, cement staging must cease. The Division shall be notified to witness the location and hardness of the cement plug.
6. The operator shall isolate the following zones:
 - a. Top of the **Ogden** zone at **8210'±**.
 - b. Top of the **Hauser** zone at **7396'±**.
 - c. Top of the **Wolfskill** zone (**Uppermost Hydrocarbon** zone) at **2500'±**.
 - d. **Base of USDW** zone at **1002'±**.
 - e. **Base of Freshwater** zone at **500'±**.
 - f. Failure to achieve zonal isolation may have a negative impact on current and future operations. In addition, failure to achieve adequate zonal isolation will also be noted on the Report of Operations (OG109).
7. The requirement for well site restoration is postponed until removal and cleanup of the common cellar.
8. The Division recommends that no structure be placed in a manner that will impede future access to the well.
9. No operation shall be undertaken or continued that will contaminate or otherwise damage the environment.
10. Upon completion of the proposed work, a Well Summary Report (form OG100), a History of Oil or Gas Well (form OG103), and copies of all logs, tests, and surveys shall be submitted to this office.
11. Report on Operations (form OG109) and Report of Well Plugging and Abandonment (form OG159) will not be released until all records and histories are on file with this Division.
12. In order to coordinate field surveillance, please contact this office prior to commencing operations.

DEWEY



<u>Old</u>	<u>New</u>
054	054
<small>FIELD CODE</small>	
06	06
<small>AREA CODE</small>	
10	--
<small>POOL CODE</small>	

PERMIT TO CONDUCT WELL OPERATIONS CRITICAL WELL

Waterflood
HAUSER & OGDEN ZONES, MIOCENE POOL

Cypress, California
September 11, 2017

Ms. LaTanya KirkCarter Latham, Agent
Beverly Hills Unified School District (B4325)
255 South Lasky Drive
Beverly Hills, CA 90212

Your proposal to **Abandon** well "O.S." 14, A.P.I. No. **037-22776**, Section **25**, T. **01S**, R. **15W**, **SB B. & M.**, (Lat: **34.059812** Long: **-118.410471** Datum: **NAD83**) **Beverly Hills** field, **West** area, **Miocene** pool, **Los Angeles** County, dated **9/6/2017**, received **9/6/2017** has been examined in conjunction with records filed in this office. (Lat: **34.059812** Long: **-118.410471** Datum:)

THE PROPOSAL IS APPROVED PROVIDED:

- Blowout Prevention Equipment (BOPE), as defined by this Division's publication No. M07, shall be installed and maintained in operating condition and meet the following minimum requirements:
 - Class **III5M**, with hydraulic controls, on the **7"** casing during **abandonment** operations. All casing annuli control valves must meet, or exceed, the same minimum pressure rating as the BOPE. The pipe safety valve must be suitable for all pipe in use, including casing.
 - A **5M lubricator** for **wireline** operations.
- Blowout prevention practice drills are conducted at least weekly and recorded on the tour sheet. A practice drill may be required at the time of the test/inspection.
- Hole fluid of a quality and in sufficient quantity to control all subsurface conditions in order to prevent blowouts shall be used.
- Zone isolation cement plugs shall use cement that has a minimum compressive strength of 1000 psi and a maximum liquid permeability of 0.1 md.
- All portions of the well not plugged with cement are filled with inert mud fluid having a minimum density of **72** lbs/cu.ft and a minimum gel shear strength of **25** lbs./100 sq. ft.
- For isolation of the **USDW** zone, the **7"** casing shall be perforated at **1100'** and sufficient cement shall be squeezed to fill to **900'** outside the casing, or until a pressure increase, not to exceed fracture pressure, is noted.
- Prior to shooting any perforations for bradenhead squeezes, a pressure test of the **7"** casing shall be made to ensure casing integrity. If casing integrity is not demonstrated, a retainer or packer is required for squeeze operations.
- When staging cement plugs, full circulation must be established. If full circulation is not maintained, cement

Continued on Page 2

Bond
UIC Project No. 05406002
cc:

Kenneth A. Harris Jr.
State Oil and Gas Supervisor

Engineer Barry Irick
Office (714) 816-6847

By _____
Daniel J. Dudak, District Deputy

Bl/bi

A copy of this permit and the proposal must be posted at the well site prior to commencing operations. Records for work done under this permit are due within 60 days after the work has been completed or the operations have been suspended. Issuance of this permit does not affect the Operator's responsibility to comply with other applicable state, federal, and local laws, regulations, and ordinances.

- staging must cease. The Division shall be notified to witness the location and hardness of the cement plugs.
9. All casing must be removed from between 5' and 10' below ground level.
 10. The well location shall be surveyed prior to burying the well, and the survey shall be filed with this office. Latitude and longitude shall be in decimal degrees, to six decimal places, in NAD83.
 11. A steel plate, at least as thick as the outer well casing and bearing the last five digits of the API number, shall be tack welded around the top circumference of the outer casing.
 12. No program changes are made without prior Division approval.
 13. **THIS DIVISION SHALL BE NOTIFIED TO:**
 - a. Inspect the installed blowout prevention equipment prior to commencing **downhole** operations.
 - b. Witness the clean-out depth at **9480'**.
 - c. Witness the placing, location and hardness of the cement plug from **9480'** to **8650'**.
 - d. Review the results of the **Cement Bond Log (CBL)** prior to perforating operations.
 - e. Witness the cement squeeze at the top of cement **as determined by the CBL**. Top of annular cement to be at **2350'** (minimum) to isolate the Dunsmuir and Wolfskill.
 - f. Witness the placing, location and hardness of the cement plug from **8650'** to **7850'**.
 - g. Witness the placing, location and hardness of the cement plug from **7850'** to **5850'**.
 - h. Witness the placing, location and hardness of the cement plug from **5850'** to **2350'**.
 - i. Witness the cement squeeze at **1100'**.
 - j. Witness the cement squeeze at **600'**.
 - k. Witness the placing, location and hardness of the cement plug from **2350'** to **400'**.
 - l. Witness the placing, location and hardness of the cement plug from **400'** to **surface** and all annular cement from **45' to surface**.
 - m. Witness the location and hardness of cement at surface, including all annular spaces.

NOTE:

1. All depths are based on well KB, which is **16'** above ground level. Ground level is 244' above mean sea level.
2. The base of the freshwater (BFW) zone is at **500'±**.
3. The base of the USDW zone is at **1000'±**.
4. The top of the Wolfskill (upper hydrocarbon) zone is at **2450'±**.
5. The top of the Dunsmuir zone is at **5993'±**.
6. The top of the Hauser (injection) zone is at **7973'±**.
7. The top of the Ogden zone is at **8858'±**.
8. Failure of the well to provide zonal isolation of the **injection, upper hydrocarbon, USDW, and BFW** zones may impact the approval of current and future injection projects. Lack of zonal isolation will be noted on the Report of Operations (OG109).
9. The requirement for well site restoration is postponed until removal and cleanup of the common cellar.
10. The Division recommends that no structure be placed in a manner that will impede future access to the well.
11. No operation shall be undertaken or continued that will contaminate or otherwise damage the environment.
12. Upon completion of the proposed work, a Well Summary Report (form OG100), a History of Oil or Gas Well (form OG103), and copies of all logs, tests, and surveys shall be submitted to this office.
13. Bonds held by this Division will only be released following the completion of well plugging and abandonment operations to the Division's current abandonment standards.



**PERMIT TO CONDUCT WELL OPERATIONS
CRITICAL WELL**

<u>Old</u>	<u>New</u>
054	054
<small>FIELD CODE</small>	
06	06
<small>AREA CODE</small>	
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<small>POOL CODE</small>	

Cypress, California
September 11, 2017

Ms. LaTanya KirkCarter Latham, Agent
Beverly Hills Unified School District (B4325)
255 South Lasky Drive
Beverly Hills, CA 90212

Your proposal to **Abandon** well "**High School**" **1A**, A.P.I. No. **037-22415**, Section **25**, T. **01S**, R. **15W**, **SB B. & M.**, (Lat: **34.059706** Long: **-118.410758** Datum: **NAD83**) **Beverly Hills** field, **West** area, -- pool, **Los Angeles** County, dated **9/6/2017**, received **9/6/2017** has been examined in conjunction with records filed in this office.

THE PROPOSAL IS APPROVED PROVIDED:

1. Blowout Prevention Equipment (BOPE), as defined by this Division's publication No. M07, shall be installed and maintained in operating condition and meet the following minimum requirements:
 - a. Class **III3M**, with hydraulic controls, on the **9 5/8"** casing during **abandonment** operations. All casing annuli control valves must meet, or exceed, the same minimum pressure rating as the BOPE. The pipe safety valve must be suitable for all pipe in use, including casing.
 - b. A **3M lubricator** for **wireline** operations.
2. Blowout prevention practice drills are conducted at least weekly and recorded on the tour sheet. A practice drill may be required at the time of the test/inspection.
3. Hole fluid of a quality and in sufficient quantity to control all subsurface conditions in order to prevent blowouts shall be used.
4. Zone isolation cement plugs shall use cement that has a minimum compressive strength of 1000 psi and a maximum liquid permeability of 0.1 md.
5. All portions of the well not plugged with cement are filled with inert mud fluid having a minimum density of **72** lbs/cu.ft and a minimum gel shear strength of **25** lbs./100 sq. ft.
6. For isolation of the **USDW** zone, the **7"** casing shall be perforated at **1100'** and sufficient cement shall be squeezed to fill to **900'** outside the casing, or until a pressure increase, not to exceed fracture pressure, is noted.
7. Prior to shooting any perforations for bradenhead squeezes, a pressure test of the **9 5/8"** casing shall be made to ensure casing integrity. If casing integrity is not demonstrated, a retainer or packer is required for squeeze operations.
8. When staging cement plugs, full circulation must be established. If full circulation is not maintained, cement staging must cease. The Division shall be notified to witness the location and hardness of the cement plugs.
9. All casing must be removed from between 5' and 10' below ground level.

Continued on Page 2

Bond
cc:

Kenneth A. Harris Jr.
State Oil and Gas Supervisor

Engineer Barry Irick
Office (714) 816-6847

By _____
Daniel J. Dudak, District Deputy

Bl/bi

A copy of this permit and the proposal must be posted at the well site prior to commencing operations. Records for work done under this permit are due within 60 days after the work has been completed or the operations have been suspended. Issuance of this permit does not affect the Operator's responsibility to comply with other applicable state, federal, and local laws, regulations, and ordinances.

10. The well location shall be surveyed prior to burying the well, and the survey shall be filed with this office. Latitude and longitude shall be in decimal degrees, to six decimal places, in NAD83.
11. A steel plate, at least as thick as the outer well casing and bearing the last five digits of the API number, shall be tack welded around the top circumference of the outer casing.
12. No program changes are made without prior Division approval.
13. **THIS DIVISION SHALL BE NOTIFIED TO:**
 - a. Inspect the installed blowout prevention equipment prior to commencing **downhole** operations.
 - b. Witness the clean-out depth at **7385'**.
 - c. Witness the placing, location and hardness of the cement plug from **7385'** to **5850'**.
 - d. Review the results of the **Cement Bond Log (CBL)** prior to perforating operations.
 - e. Witness the placing, location and hardness of the cement plug from **5850'** to **3700'**.
 - f. Witness the placing, location and hardness of the cement plug from **3700'** to **2450'**.
 - g. Witness the cement squeeze at **1100'**. Top of annular cement to be at **900'** (minimum).
 - h. Witness the cement squeeze at **600'**. Top of annular cement to be at **400'** (minimum).
 - i. Witness the placing, location and hardness of the cement plug from **2450'** to **400'**.
 - j. Witness the placing, location and hardness of the cement plug from **400'** to **surface** and all annular cement from **45'** to **surface**.
 - k. Witness the location and hardness of cement at surface, including all annular spaces.

NOTE:

1. All depths are based on well KB, which is **17'** above ground level. Ground level is 244' above mean sea level.
2. The base of the freshwater (BFW) zone is at **500'±**.
3. The base of the USDW zone is at **1000'±**.
4. The top of the Wolfskill (upper hydrocarbon) zone is at **2587'±**.
5. The top of the Dunsmuir zone is at **3810'±**.
6. The top of the Hauser (injection) zone is at **5430'±**.
7. The top of the Ogden zone is at **6043'±**.
8. Failure of the well to provide zonal isolation of the **injection, upper hydrocarbon, USDW, and BFW** zones may impact the approval of current and future injection projects. Lack of zonal isolation will be noted on the Report of Operations (OG109).
9. The requirement for well site restoration is postponed until removal and cleanup of the common cellar.
10. The Division recommends that no structure be placed in a manner that will impede future access to the well.
11. No operation shall be undertaken or continued that will contaminate or otherwise damage the environment.
12. Upon completion of the proposed work, a Well Summary Report (form OG100), a History of Oil or Gas Well (form OG103), and copies of all logs, tests, and surveys shall be submitted to this office.
13. Bonds held by this Division will only be released following the completion of well plugging and abandonment operations to the Division's current abandonment standards.



NATURAL RESOURCES AGENCY OF CALIFORNIA
DEPARTMENT OF CONSERVATION
DIVISION OF OIL, GAS & GEOTHERMAL RESOURCES
5816 Corporate Ave., Suite 100 Cypress, CA 90630 - 4731

No. **P 117-0278**

<u>Old</u>	<u>New</u>
054	054
<small>FIELD CODE</small>	
06	06
<small>AREA CODE</small>	
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<small>POOL CODE</small>	

**PERMIT TO CONDUCT WELL OPERATIONS
CRITICAL WELL**

Cypress, California
September 11, 2017

Ms. LaTanya KirkCarter Latham, Agent
Beverly Hills Unified School District (B4325)
255 South Lasky Drive
Beverly Hills, CA 90212

Your proposal to **Abandon** well "**High School**" **2A**, A.P.I. No. **037-22502**, Section **25**, T. **01S**, R. **15W**, **SB B. & M.**, (Lat: **34.059720** Long: **-118.410656** Datum: **NAD83**) **Beverly Hills** field, **West** area, -- pool, **Los Angeles** County, dated **9/6/2017**, received **9/6/2017** has been examined in conjunction with records filed in this office.

THE PROPOSAL IS APPROVED PROVIDED:

1. Blowout Prevention Equipment (BOPE), as defined by this Division's publication No. M07, shall be installed and maintained in operating condition and meet the following minimum requirements:
 - a. Class **III3M**, with hydraulic controls, during **abandonment** operations. All casing annuli control valves must meet, or exceed, the same minimum pressure rating as the BOPE. The pipe safety valve must be suitable for all pipe in use, including casing.
 - b. A **3M lubricator** for **wireline** operations.
2. Blowout prevention practice drills are conducted at least weekly and recorded on the tour sheet. A practice drill may be required at the time of the test/inspection.
3. Hole fluid of a quality and in sufficient quantity to control all subsurface conditions in order to prevent blowouts shall be used.
4. Zone isolation cement plugs shall use cement that has a minimum compressive strength of 1000 psi and a maximum liquid permeability of 0.1 md.
5. All portions of the well not plugged with cement are filled with inert mud fluid having a minimum density of **72** lbs/cu.ft and a minimum gel shear strength of **25** lbs./100 sq. ft.
6. For isolation of the **USDW** zone, the **9 5/8"** casing shall be perforated at **1142'** and sufficient cement shall be squeezed to fill to **942'** outside the casing, or until a pressure increase, not to exceed fracture pressure, is noted.
7. Prior to shooting any perforations or cavity shots for braidenhead squeezes, a pressure test of the **9 5/8"** casing shall be made to ensure casing integrity. If casing integrity is not demonstrated, a retainer or packer is required for squeeze operations.
8. When staging cement plugs, full circulation must be established. If full circulation is not maintained, cement staging must cease. The Division shall be notified to witness the location and hardness of the cement plugs
9. All casing must be removed from between 5' and 10' below ground level.

Continued on Page 2

Bond
cc:

Kenneth A. Harris Jr.
State Oil and Gas Supervisor

Engineer Barry Irick
Office (714) 816-6847

By _____
Daniel J. Dudak, District Deputy

Bl/bi

A copy of this permit and the proposal must be posted at the well site prior to commencing operations. Records for work done under this permit are due within 60 days after the work has been completed or the operations have been suspended. Issuance of this permit does not affect the Operator's responsibility to comply with other applicable state, federal, and local laws, regulations, and ordinances.

10. The well location shall be surveyed prior to burying the well, and the survey shall be filed with this office. Latitude and longitude shall be in decimal degrees, to six decimal places, in NAD83.
11. Well site restoration shall be completed within 60 days following the completion of plugging operations.
12. A steel plate, at least as thick as the outer well casing and bearing the last five digits of the API number, shall be tack welded around the top circumference of the outer casing.
13. No program changes are made without prior Division approval.
14. **THIS DIVISION SHALL BE NOTIFIED TO:**
 - a. Inspect the installed blowout prevention equipment prior to commencing **downhole** operations.
 - b. Witness the clean-out depth at **2677'**.
 - c. Witness the placing, location and hardness of the cement plug from **2677'** to **1950'**.
 - d. Review the results of the **CBL** prior to perforating operations.
 - e. Witness the cement squeeze at **1142'**. Top of annular cement to be at **942'** (minimum).
 - f. Witness the cement squeeze at **600'**. Top of annular cement to be at **400'** (minimum).
 - g. Witness the placing, location and hardness of the cement plug from **1950'** to **400'**.
 - h. Witness the placing, location and hardness of the cement plug from **400'** to **surface'**.
 - i. Witness the location and hardness of cement at surface, including all annular spaces.

NOTE:

1. All depths are based on well KB, which is **17'** above ground level. Ground level is 244' above sea level.
2. The requirement for well site restoration is postponed until removal and cleanup of the common cellar.
3. The base of the freshwater zone is at **500'±**.
4. The base of the USDW zone is at **1042'±**.
5. The base of the Wolfskill (upper hydrocarbon) zone is at **2170'±**.
6. Report on Operations (form OG109) and Report of Well Plugging and Abandonment (form OG159) will not be released until all records and histories are on file with this Division.
7. Failure of the well to provide zonal isolation of the **injection, upper hydrocarbon, USDW, and BFW** zone may impact the approval of current and future injection projects. Lack of zonal isolation will be noted on the Report of Operations (OG109).
8. The Division recommends that no structure be placed in a manner that will impede future access to the well.
9. No operation shall be undertaken or continued that will contaminate or otherwise damage the environment.
10. Upon completion of the proposed work, a Well Summary Report (form OG100), a History of Oil or Gas Well (form OG103), and copies of all logs, tests, and surveys shall be submitted to this office.
11. Bonds held by this Division will only be released following the completion of well plugging and abandonment operations to the Division's current abandonment standards.



NATURAL RESOURCES AGENCY OF CALIFORNIA
 DEPARTMENT OF CONSERVATION
 DIVISION OF OIL, GAS & GEOTHERMAL RESOURCES
 5816 Corporate Ave., Suite 100 Cypress, CA 90630 - 4731

No. **P 117-0272**

<u>Old</u>	<u>New</u>
054	054
<small>FIELD CODE</small>	
06	06
<small>AREA CODE</small>	
05	--
<small>POOL CODE</small>	

**PERMIT TO CONDUCT WELL OPERATIONS
 CRITICAL WELL**

Cypress, California
 --

VIA EMAIL

Ms. LaTanya KirkCarter Latham, Agent
 Beverly Hills Unified School District (B4325)
 255 South Lasky Drive
 Beverly Hills, CA 90212
lkirk@bhUSD.org

Your proposal to **abandon** well "**High School**" 3, A.P.I. No. **037-22552**, Section **25**, T. **01S**, R. **15W**, **SB B. & M.**, (Lat: **34.059709** Long: **-118.410677** Datum: **NAD83**) **Beverly Hills** field, **West** area, **Wolfskill** pool, **Los Angeles** County, dated **9/6/2017**, received **9/6/2017** has been examined in conjunction with records filed in this office.

THE PROPOSAL IS APPROVED PROVIDED:

1. Blowout prevention equipment (BOPE), as defined by this Division's publication No. M07, shall be installed and maintained in operating condition and meet the following minimum requirements: Class **III B 3M**, with hydraulic controls, on the **9-5/8"** casing. All casing annuli control valves must meet, or exceed, the same minimum pressure rating as the BOPE. The pipe safety valve must be suitable for all pipe in use, including casing.
 - a. A **3M lubricator** for **wireline** operations.
2. Blowout prevention practice drills are conducted at least weekly and recorded on the tour sheet. A practice drill may be required at the time of the test/inspection.
3. Hole fluid of a quality and in sufficient quantity to control all subsurface conditions in order to prevent blowouts shall be used.
4. Sufficient material to control lost circulation of hole fluid shall be available for immediate use at the well site.
5. Flowlines servicing the well, which have been out of service, must be tested to ensure their integrity.
6. Prior to conducting any work pursuant to this permit, including the transporting, storage, or mobilization of any necessary equipment, permittee shall implement distance and access restrictions for the general public and occupants of nearby buildings or land, to ensure public safety. In addition, physical barriers to minimize noise, particulate, and other impacts shall also be put into place in order to address and/or minimize exposure levels.
7. All casing of the well, both inside and outside, are plugged with cement from at least **25 feet** below the final cut down of the well to the surface.

Continued on Page 2

Bond
 cc: EDP
 City of Beverly Hills

 Kenneth A. Harris Jr.
 State Oil and Gas Supervisor

Engineer Tamara Lopez
 Office (714) 816-6847

By _____
 For Daniel J. Dudak, *District Deputy*

TLO/tlo

A copy of this permit and the proposal must be posted at the well site prior to commencing operations. Records for work done under this permit are due within 60 days after the work has been completed or the operations have been suspended. Issuance of this permit does not affect the Operator's responsibility to comply with other applicable state, federal, and local laws, regulations, and ordinances.

8. All casing must be removed from between **5'** and **10'** below ground level.
9. A steel plate, at least as thick as the outer well casing and bearing the last five digits of the API number, shall be tack welded around the top circumference of the outer casing.
10. The well location shall be surveyed prior to burying the well, and the survey shall be filed with this office. Latitude and longitude shall be in decimal degrees, to six decimal places, in NAD83.
11. Well site restoration shall be completed as per the approved EIR.
12. No program changes are made without prior Division approval.
13. **THIS DIVISION SHALL BE NOTIFIED TO:**
 - a. Inspect the installed BOPE prior to commencing **downhole** operations.
 - b. Witness a **1000** psi pressure test of the installed BOPE with a test plug set in the **9-5/8"** casing at **2000'** prior to commencing **cleanout** operations.
 - c. Witness the clean-out depth at **2595'**.
 - d. Witness the placing of the cement plug from **2595'** to **2150'**.
 - e. Witness the placing of the cement plug from **2150'** to **400'**.
 - f. Witness the placing of the cement plug from **400'** to **surface**.
 - g. Witness the location and hardness of the cement plug, both inside and outside of all casings, at the final cut down of the well.
 - h. Inspect the welded steel plate.
 - i. Inspect the restored well site.

NOTES:

1. All depth measurements are from top of Kelly Bushing which is **17'** above ground level. Ground elevation is **244'** above sea level.
2. Hydrogen sulfide gas (H₂S) is known to be present in this area, adequate safety precautions shall be taken prior to and during well operations.
3. No operation shall be undertaken or continued that will contaminate or otherwise damage the environment.
4. Zone isolation cement plugs shall use cement that has a minimum compressive strength of 1000 psi and a maximum liquid permeability of 0.1 md.
5. When staging cement plugs, full circulation must be established. If full circulation is not maintained, cement staging must cease. The Division shall be notified to witness the location and hardness of the cement plug.
6. The operator shall isolate the following zones:
 - a. Top of the **Wolfskill** zone (**Uppermost Hydrocarbon** zone) at **2374'±**.
 - b. **Base of USDW** zone at **1033'±**.
 - c. **Base of Freshwater** zone at **500'±**.
 - d. Failure to achieve zonal isolation may have a negative impact on current and future operations. In addition, failure to achieve adequate zonal isolation will also be noted on the Report of Operations (OG109).
7. The requirement for well site restoration is postponed until removal and cleanup of the common cellar.
8. The Division recommends that no structure be placed in a manner that will impede future access to the well.
9. No operation shall be undertaken or continued that will contaminate or otherwise damage the environment.
10. Upon completion of the proposed work, a Well Summary Report (form OG100), a History of Oil or Gas Well (form OG103), and copies of all logs, tests, and surveys shall be submitted to this office.
11. Report on Operations (form OG109) and Report of Well Plugging and Abandonment (form OG159) will not be released until all records and histories are on file with this Division.
12. In order to coordinate field surveillance, please contact this office prior to commencing operations.



<u>Old</u>	<u>New</u>
054	054
FIELD CODE	
06	06
AREA CODE	
10	--
POOL CODE	

PERMIT TO CONDUCT WELL OPERATIONS

Cypress, California
--

VIA EMAIL

Ms. LaTanya KirkCarter Latham, Agent
Beverly Hills Unified School District (B4325)
255 South Lasky Drive
Beverly Hills, CA 90212
lkirk@bhUSD.org

Your proposal to **abandon** well **BH-15**, A.P.I. No. **037-25047**, Section **25**, T. **01S**, R. **15W**, **SB B. & M.**, (Lat: **34.059750** Long: **-118.410671** Datum:**NAD83**) **Beverly Hills** field, **West** area, **Hauser, Ogden** pool, **Los Angeles** County, dated **9/6/2017**, received **9/6/2017** has been examined in conjunction with records filed in this office.

THE PROPOSAL IS APPROVED PROVIDED:

1. Blowout prevention equipment (BOPE), as defined by this Division's publication No. M07, shall be installed and maintained in operating condition and meet the following minimum requirements: Class **III B 3M**, with hydraulic controls, on the **9-5/8"** casing. All casing annuli control valves must meet, or exceed, the same minimum pressure rating as the BOPE. The pipe safety valve must be suitable for all pipe in use, including casing.
 - a. A **3M lubricator** for **wireline** operations.
2. Blowout prevention practice drills are conducted at least weekly and recorded on the tour sheet. A practice drill may be required at the time of the test/inspection.
3. Hole fluid of a quality and in sufficient quantity to control all subsurface conditions in order to prevent blowouts shall be used.
4. Sufficient material to control lost circulation of hole fluid shall be available for immediate use at the well site.
5. Flowlines servicing the well, which have been out of service, must be tested to ensure their integrity.
6. Prior to conducting any work pursuant to this permit, including the transporting, storage, or mobilization of any necessary equipment, permittee shall implement distance and access restrictions for the general public and occupants of nearby buildings or land, to ensure public safety. In addition, physical barriers to minimize noise, particulate, and other impacts shall also be put into place in order to address and/or minimize exposure levels.
7. To verify zonal isolation, the proposed CBL shall be a **radial cement evaluation log**.
8. Prior to shooting any perforations for bradenhead squeezes, a pressure test of the **7"** casing shall be made to ensure casing integrity. If casing integrity is not demonstrated, a retainer or packer is required for squeeze

Continued on Page 2

Bond
cc: EDP
City of Beverly Hills

Kenneth A. Harris Jr.
State Oil and Gas Supervisor

Engineer Tamara Lopez
Office (714) 816-6847

By _____
For Daniel J. Dudak, *District Deputy*

TLO/tlo

A copy of this permit and the proposal must be posted at the well site prior to commencing operations. Records for work done under this permit are due within 60 days after the work has been completed or the operations have been suspended. Issuance of this permit does not affect the Operator's responsibility to comply with other applicable state, federal, and local laws, regulations, and ordinances.

operations.

9. All casing of the well, both inside and outside, are plugged with cement from at least **25 feet** below the final cut down of the well to the surface.
10. All casing must be removed from between **5'** and **10'** below ground level.
11. A steel plate, at least as thick as the outer well casing and bearing the last five digits of the API number, shall be tack welded around the top circumference of the outer casing.
12. The well location shall be surveyed prior to burying the well, and the survey shall be filed with this office. Latitude and longitude shall be in decimal degrees, to six decimal places, in NAD83.
13. Well site restoration shall be completed as per the approved EIR.
14. No program changes are made without prior Division approval.
15. **THIS DIVISION SHALL BE NOTIFIED TO:**
 - a. Inspect the installed BOPE prior to commencing **downhole** operations.
 - b. Witness a **1000** psi pressure test of the installed BOPE with a test plug set in the **7"** casing at **2000'** prior to commencing **cleanout** operations.
 - c. Witness the clean-out depth at **8380'**.
 - d. Witness the placing, location and hardness of the cement plug from **8380'** to **6050'**.
 - e. Witness the placing, location and hardness of the cement plug from **6050'** to **5300'**.
 - f. Witness the placing, location and hardness of the cement plug from **5300'** to **3475'**.
 - g. Witness the placing, location and hardness of the cement plug from **3475'** to **2250'**.
 - h. Review the results of the radial cement evaluation log prior to perforating operations.
 - i. Witness the placing of the cement plug from **2250'** to **400'**.
 - j. Witness the cement squeeze through the perforations to isolate the **Base of the USDW** zone.
 - k. Witness the location and hardness of the cement plug from **2250'** to **400'**.
 - l. Witness the cement squeeze through the perforations to isolate the **Base of the Freshwater** zone.
 - m. Witness the placing, location and hardness of the cement plug from **400'** to **surface**.
 - n. Witness the location and hardness of the cement plug, both inside and outside of all casings, at the final cut down of the well.
 - o. Inspect the welded steel plate.
 - p. Inspect the restored well site.

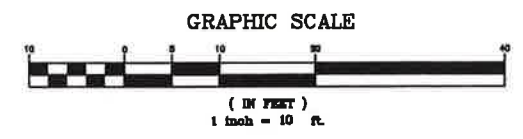
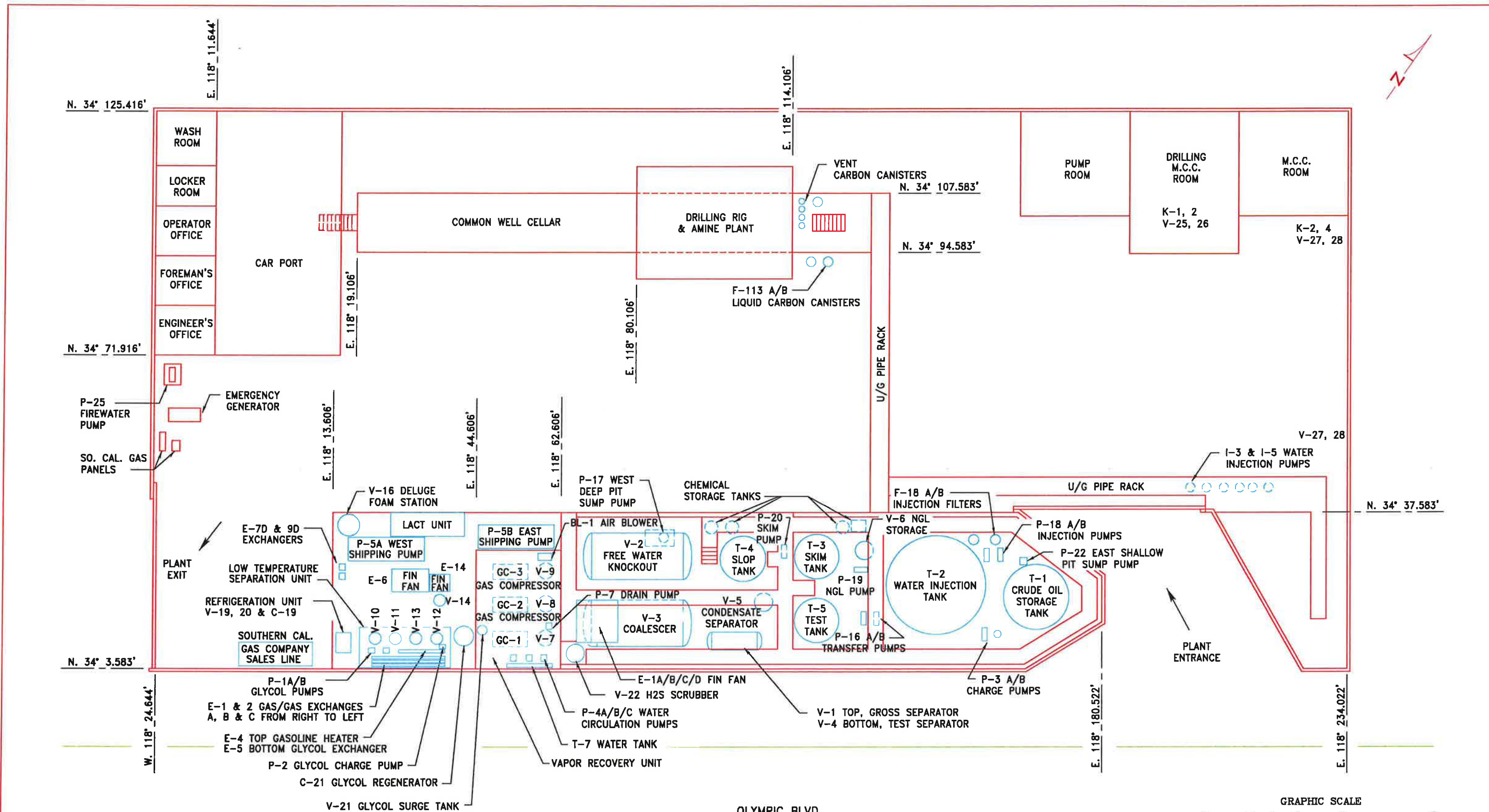
NOTES:

1. All depth measurements are from top of Kelly Bushing which is **27'** above ground level. Ground elevation is **244'** above sea level.
2. Hydrogen sulfide gas (H₂S) is known to be present in this area, adequate safety precautions shall be taken prior to and during well operations.
3. No operation shall be undertaken or continued that will contaminate or otherwise damage the environment.
4. Zone isolation cement plugs shall use cement that has a minimum compressive strength of 1000 psi and a maximum liquid permeability of 0.1 md.
5. When staging cement plugs, full circulation must be established. If full circulation is not maintained, cement staging must cease. The Division shall be notified to witness the location and hardness of the cement plug.
6. The operator shall isolate the following zones:
 - a. Top of the **Ogden** zone at **6163'±**.
 - b. Top of the **Hauser** zone at **5412'±**.
 - c. Top of the **Wolfskill** zone (**Uppermost Hydrocarbon** zone) at **2363'±**.
 - d. **Base of USDW** zone at **1010'±**.
 - e. **Base of Freshwater** zone at **500'±**.
 - f. Failure to achieve zonal isolation may have a negative impact on current and future operations. In addition, failure to achieve adequate zonal isolation will also be noted on the Report of Operations (OG109).
7. The requirement for well site restoration is postponed until removal and cleanup of the common cellar.
8. The Division recommends that no structure be placed in a manner that will impede future access to the well.
9. No operation shall be undertaken or continued that will contaminate or otherwise damage the environment.
10. Upon completion of the proposed work, a Well Summary Report (form OG100), a History of Oil or Gas Well (form OG103), and copies of all logs, tests, and surveys shall be submitted to this office.
11. Report on Operations (form OG109) and Report of Well Plugging and Abandonment (form OG159) will not be released until all records and histories are on file with this Division.
12. In order to coordinate field surveillance, please contact this office prior to commencing operations.

DEWEY

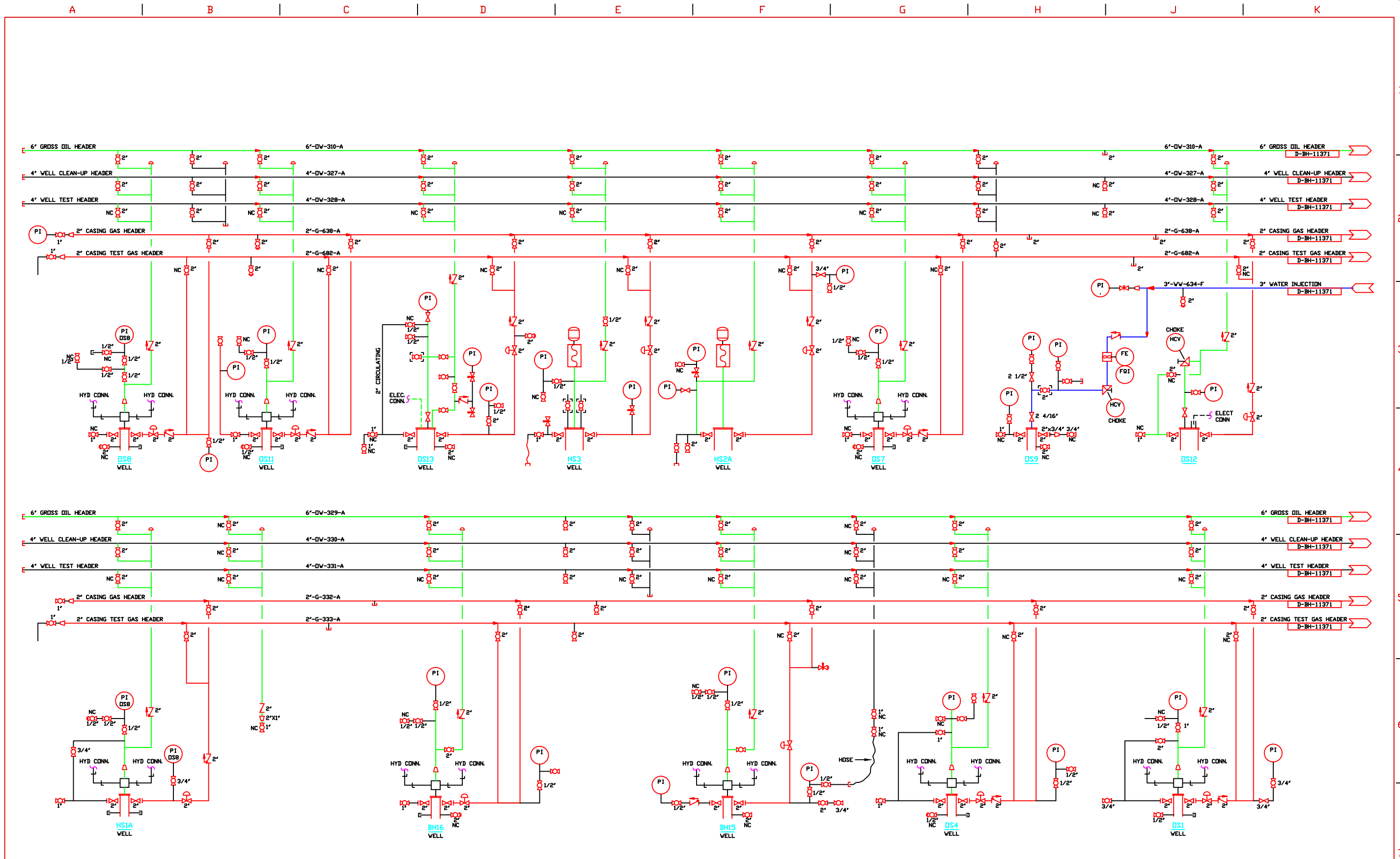
BH 16 NOI to be Determined

EXHIBIT B
Site Drawing Package, (5 Sheets),
September 2007, by WZI Inc.



CONFIDENTIAL
 This drawing is based on licensed information & is not to be used other than in the operation & maintenance of the plant for which it was prepared. This drawing is the sole property of Venoco Inc.

REFERENCE DRAWINGS		REVISIONS				PLOT PLAN	
TITLE SHEET & DRAWING INDEX	D-BH-11359	AS-BUILT	REV	SE	ADDED E-7 & 9D AND CLARIFY EQUIP. NAMES	REV	OVERALL FACILITY
		REMOVED V-15 H2S SCRUBBER	10/18/04			SE	BEVERLY HILLS FACILITY
							BEVERLY HILLS, CALIFORNIA
			08/04/08	CF			
						SCALE 1"=10'-0" DR. REV. CH. DR. APP. ENGR. R. HANSON CONTRACTOR JOB #	DATE 07/03/03 APPROVED C. C. _____ S. D. _____
							D-BH-11360 2



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TITLE SHEET & DRAWING INDEX		REFERENCE DRAWINGS	
D-BH-11359			

REVISIONS		REVISED FOR RECORD PURPOSES	
REV	AS-BUILT 10/15/04	J. C.	11/20/07
S. E.		LCT	RAG/HJP
	REVISE LINE NUMBER 10/19/09		

SCALE NONE		DATE 8/9/03 DR. CK.	
DR. APPR.	ENG.	JOB	APPROVED
S. ENGLISH		CONTRACTOR	R. HANSEN

PIPING AND INSTRUMENTATION DIAGRAM	
WELLHEAD PRODUCTION HEADERS	
BEVERLY HILLS FACILITY	
BEVERLY HILLS, CALIFORNIA	
A	D-BH-11370 2

DBH11370REV1 11/20/07 HJP

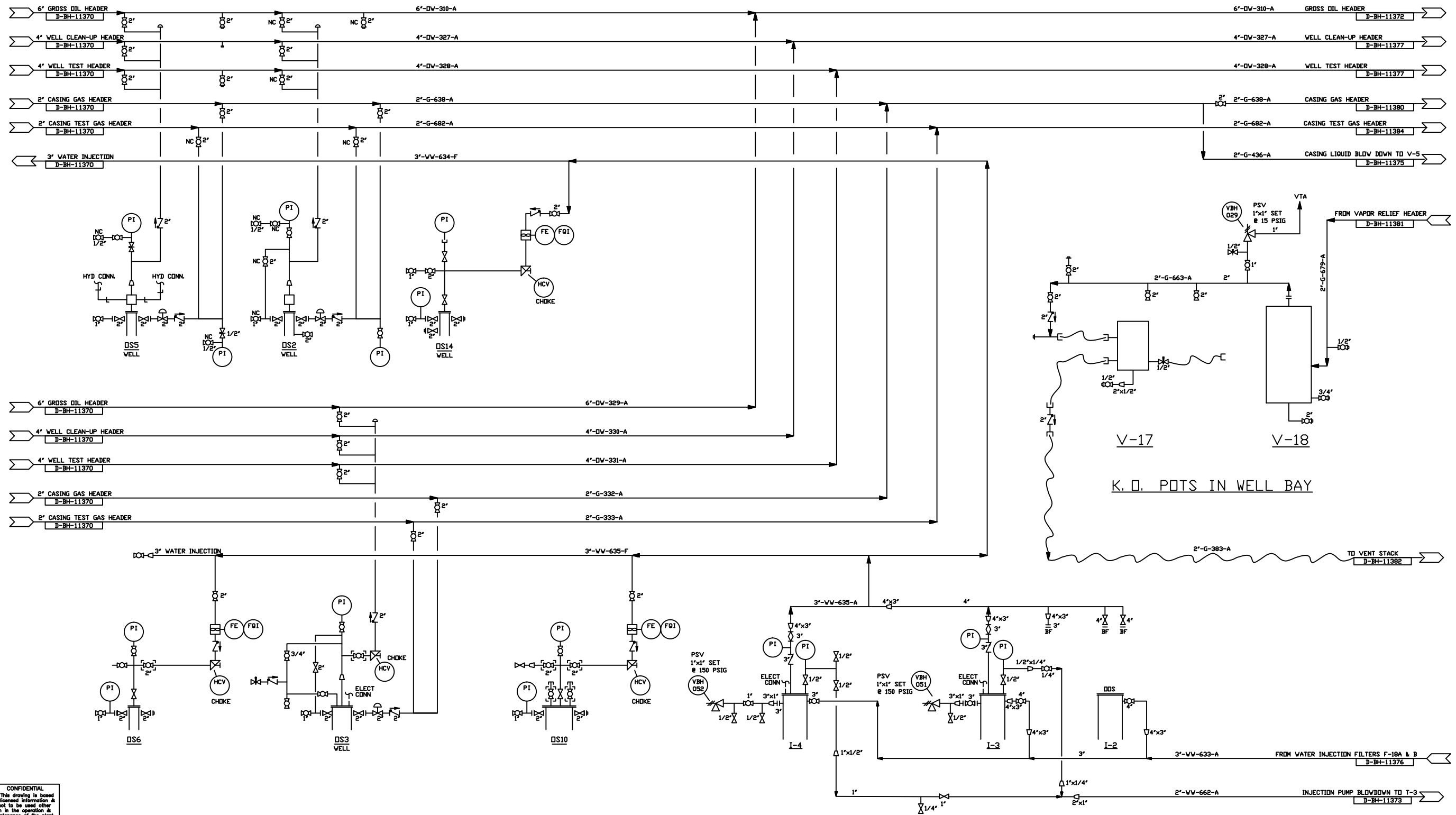
I-2
INJECTION PUMP
(OUT OF SERVICE)

I-3
INJECTION PUMP
2900 PSIG @ 2200 BHPD
225 HP
2190V/59A
CENTRILIFT #10498691

I-4
INJECTION PUMP
2900 PSIG @ 2200 BHPD
225 HP
2190V/59A
CENTRILIFT #10498691

V-17
KNOCK OUT POT
1'-2" OD x 3'-0" S/S

V-18
KNOCK OUT POT
2'-0" OD x 8'-0" S/S



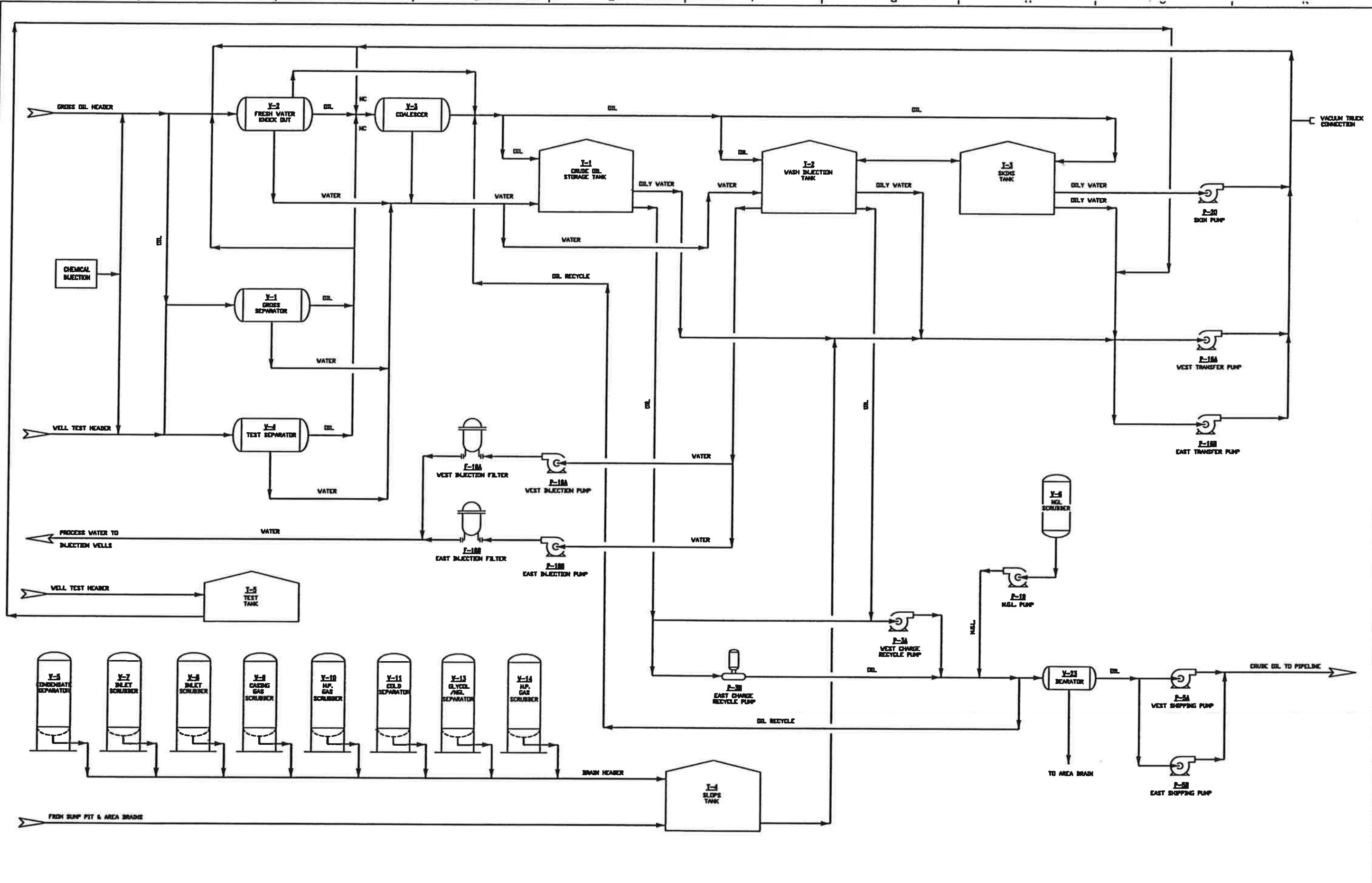
K. O. POTS IN WELL BAY

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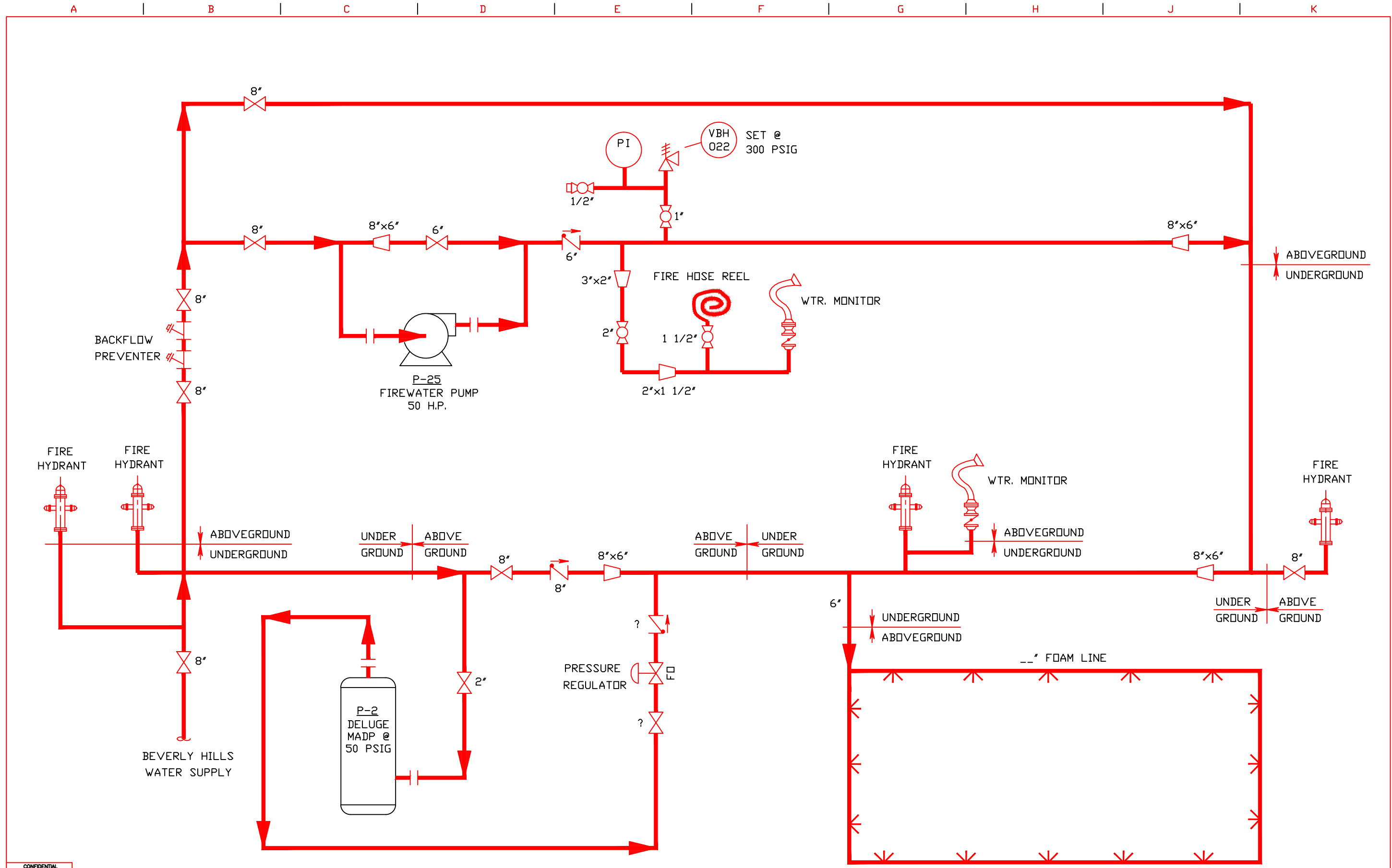
TITLE SHEET & DRAWING INDEX		REFERENCE DRAWINGS		AS-BUILT		REVISIONS		SCALE NONE		PIPING AND INSTRUMENTATION DIAGRAM	
D-BH-11370	D-BH-11370	D-BH-11370	D-BH-11370	03/28/11	07/30/08	ADDED INJECTION PUMPS PSIG, HP, MODEL AND LINE NUMBER	ADDED PSV-51 & 52	DATE 8/9/03 DR. CK.	DR. APPR. ENG.	WELLHEAD HEADER SYSTEM	
				REVISOR	DATE			JOB #	APPROVED	BEVERLY HILLS FACILITY	
				LCT	RAG	HUP		S. ENG. IISH		BEVERLY HILLS, CALIFORNIA	
								CONTRACTOR		A	C. C.
								R. HANSEN		D-BH-11371	4
					11/20/07		10/15/09				



REV 07/30/08



REFERENCE DRAWINGS				REVISIONS				SCALE INFO		VENOCO INC.		PROCESS FLOW DIAGRAM	
				AS-BUILT	03/11/04			DATE	10/03/08	CK		DIL & WATER	
				AS-BUILT TEST TANK	07/18/11			DR. APPR.		ENG.		BEVERLY HILLS FACILITY	
				AS-BUILT	03/28/11			DRP & SEPT.		APPROVED		BEVERLY HILLS CA	
								ENGR. R. SEPT.					
6267 Carpinteria Ave., STE. 100 Carpinteria, CA. 93013										VENOCO INC.		A c.c. ——— D-BH-11366 2	



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TITLE SHEET & DRAWING INDEX		REFERENCE DRAWINGS			
D-BH-11359					

REVISIONS	
REV	AS-BUILT 02/01/10
DATE	01/27/10
DR. APPR.	ENG. G. LOVER
JOB #	S. ENGLISH
CONTRACTOR	

SCALE	NONE
DATE	01/27/10
DR. APPR.	ENG. G. LOVER
JOB #	S. ENGLISH
CONTRACTOR	



PIPING AND INSTRUMENTATION DIAGRAM	
FIREWATER SYSTEM	
BEVERLY HILLS FACILITY	
BEVERLY HILLS, CALIFORNIA	
A	D-BH-11388 0

DBH1388REV0 01-29-10 REV

EXHIBIT C
**Site Abandonment Procedure, November
2017 by WZI Inc.**

EXHIBIT C

Beverly Hills Unified School District Oil Site Operation and Abandonment Procedures

1.1 Site Location

The subject site (9865 Olympic Boulevard) is on 0.78 acre bordered on the west by Heath Avenue and the south by Olympic Boulevard, BHUSD Oil Well and Facility Site Aerial Photo. Access to the site is from Olympic Boulevard through secured site gates. To the west the site is in close proximity to the Beverly Hills /Los Angeles city Limit along Heath Ave.

1.2 Site Ownership

The site is owned by the Beverly Hills Unified School District.

2 Project Phases

2.1 Operations Activities

Presently, operations consist of maintaining the facility equipment in a safe-shutdown mode and ensuring that the facility is secure. Minor maintenance is anticipated. Any substantial non-emergency capital expenditures related to maintenance or repairs necessary to ensure the continued safe condition shall require approvals from the designated agents of the City of Beverly Hills and Beverly Hills Unified School District. Any emergency expenses will be managed under the terms of the contract between Beverly Hills Unified School District (and City of Beverly Hills) or their assigns and the Proposer. All operations Standard Operating Procedures, Air Permits, Hazardous Materials Business Plans and Spill Prevention Controls and Counter measures have been modified to reflect the current shut down condition of the facility.

2.2 Planning and Preparation for Plugging of the Wells

The plugging of the wells requires continuous intrusive project activity at the site. Heavy equipment will be necessary. Site security and safety may dictate the use of certain nearby facilities: Alley (Heath Ave.) and the 1 acre athletic field adjacent to the Site. Traffic control on Olympic Boulevard and Century Park East may be necessary at certain times of the day. The use of the adjacent athletic field is considered a means to improve the safety of the well plugging activities, the reduction of off-site impacts due to transport of large well plugging equipment into and out of the site (the alley can be used to access the athletic field). The successful Proposer shall be responsible for the protection of the athletic field during the plugging project and reconstruction of the athletic facility at the completion of the project (at the

direction of BHUSD). The noise generating site activities will only take place during hours allowed (8:00 am to 5:00 pm). Currently, no work is allowed on Sunday.

2.2.1 Risk Analysis

The City consultant will provide a risk analysis to prioritize the well plugging activities. This risk analysis will be based on the individual well histories. The risk analysis will be presented to the City of Beverly Hills and the Division of Oil Gas and Geothermal Resources.

2.2.2 Well Services Bids

The Proposer will provide to the City consultant bid documents for the well plugging to three qualified well servicing contractors. The qualifications of each bidder will include at least the following:

- Historic Experience with Oil and Gas Well Servicing and Abandonment;
- Well servicing experience on wells greater than 7000 ft in depth;
- Well servicing experience on wells with greater than 900 psi surface pressures;
- Well servicing experience on wells designated as Critical by DOGGR; and
- Well servicing experience on multiple wells in a common well cellar.

The bids will be on a time and materials basis due to the unforeseen conditions and issues that plugging of oil and gas wells may entail. The City will review and approve the bid recommendations.

2.2.3 Well Permits

The City consultant will obtain the necessary well abandonment permits to conform to DOGGR criteria and regulations on behalf of the City of Beverly Hills, Beverly Hills Unified School District or their assigns.

3 Well Plugging Logistics Planning

The Proposer will assist the City consultant who will prepare and submit to the City of Beverly Hills a Detailed Logistics Plan. This plan will be finalized after all permits are issued and the Well Servicing Contractor(s) have been selected. This plan will include all critical concerns and plans to ensure the highest level of safety of the site and surrounds. The logistics plan will be approved by City of Beverly Hills, Beverly Hills Unified School District or their assigns. The critical elements that will be addressed in the Detailed Logistics Plan are discussed below.

3.1 Critical Elements to be Addressed in the Detailed Logistics Plan

3.1.1 Urban Exposure Issues

3.1.1.1 Beverly Hills High School

BHHS with roughly 1,800 students sits on approximately 20 acres and is adjacent to the Beverly Hills Unified School District Oil Well and Facility. The nearest point of contact is a small (1 acre athletic field with batting cages). Students or visitors should not be allowed on the adjacent athletic field property. Activities should be limited near the west and southwest corner of the main athletic field during the Project's Well Plugging Project unless coordinated with BHUSD's designee for oversight of the Plugging Project.

3.1.1.2 Olympic Boulevard

Olympic Boulevard traffic averages approximately 20,000 AADT both eastbound and west bound with an LOS of D or F.

3.1.1.3 Century Park East

1.5.1.3 Century Park East traffic averages approximately 15,000 AADT both eastbound and west bound with an LOS of D.

3.1.1.4 High Rise Structures

The nearest occupied structure is the High Rise Medical Center (part of the Century City Medical Plaza) (approximately 124 feet for the nearest portion of the well cellar). To the south apartments are within 400 feet of the well cellar. To the north the high school buildings are within 400 feet.

3.1.1.5 Residential Structures

Single family dwellings (past the apartments facing S. Spaulding Dr.) are within 700 feet to the east of the well cellar.

3.1.1.6 Underground Structures

There are two pipelines (Southern California Gas Co. (SCG) and Whittier Oil Pipeline, LLC) that enter the facility property. SCG has been notified and they have isolated their utility pipeline at their sales equipment on the facility. The oil pipeline (owned by Whittier) is a private lines running underground inside the facility and then under Olympic Boulevard. BHUSD has no interest in or control of the asset owned by Whittier. The City may extend the scope of the project for the Proposer to include the abandonment of the Whittier pipeline within the City limits.

3.1.2 Critical Surface Facilities at the Drill Site

3.1.2.1 Tankage

The facility has numerous small tanks and vessels that are now surplus and available for demolition and disposal/sale. Tanks (T-2, T-3 and T-4) will remain available until the wells are completely plugged to use as storage volume in the plugging phase of the project. After which they will be dismantled and removed. The Proposer shall keep a set of drawings showing equipment (tankage, valves and piping) to remain available during the Operations Phase and a separate set for equipment to remain in place during the Plugging Project showing the available tankage, valves and piping available for use during the plugging operations. These documents will be made available to the various site contractors for operations, advice of equipment (tankage) status and availability for use.

3.1.2.2 Piping and Valves

See discussion above. The Proposer shall maintain the piping and valves critical to ensuring the shutdown condition of the wells, the venting system and isolation of the Gas and Oil pipelines at the battery limit. The Proposer shall keep a drawing showing the status of all critical valves.

3.1.2.3 Emergency Equipment

The emergency diesel generator must be kept on site until all wells are plugged to the satisfaction of the DOGGR. This unit is a rental. The rental contract must be managed as part of the operations phase of the project.

4 Well Plugging Project Discussion

4.1 General Procedure

The general well plugging process listed below will be addressed in each specific well approval for abandonment issued by DOGGR. Any deviation from specific procedures will require immediate notification of the City consultant.

- A. Blowdown Well (if possible)
- B. Circulate Well through Casing out through tubing (if possible) using overweight fluid -9lb gel.
- C. Set Blow Out Preventer once well is dead (no returns to surface)
- D. Pull Pumps, Tubing Jewelry and Junk (if possible)
- E. Tag Total Depth
- F. Set Plug
- G. DOGGR Witness of plug
- H. Repeat F and G on each well until all plugs are set to DOGGR requirements.

Circulated Gel may be reused on the subsequent wells as a cost saving measure as long as the Gel is not contaminated.

4.2 Priority Wells

The first well selected will be a high risk well. This well will serve to develop the logistics for all subsequent wells.

4.3 DOGGR Approval

All wells will require DOGGR signoff that well abandonment conforms to the DOGGR regulations and the specific requirements set forth in the approval to abandonment for the individual well.

5 Current On-going Facility Operations

The City consultant will be responsible under a separate contract to the City. During this phase the successful Proposer shall be responsible for on-site day-to-day operations and personnel. The Proposer shall make scheduled reports to the City consultant. The Proposer shall be responsible for all internal notifications, site security and site safety.

5.1 Site Safety

The Proposer shall maintain 24 hour staffing at the site to ensure the site conditions are maintained in the safe mode as defined by all applicable regulations. Systems will be monitored to ensure facility integrity.

5.2 Well Containment

All wells shall be monitored and pressure data will be logged to ensure that the wells are maintained in a safe shut-in mode and that any trends indicating risk of unsafe conditions are addressed to avoid unsafe conditions.

5.3 Site Security

Only authorized personnel are allowed on the site during the Operations Phase. Any visitors must be approved in advance and check in with the on-site operator. All visitors shall adhere to Standard Operating Procedures as directed by the Site Operator. Visiting duly designated agency inspectors are assumed to be authorized.

5.4 Compliance and Reporting

Proposer shall adhere to the specified notification procedure. In the event of a critical emergency, the appropriate first responders will be notified before any other notifications.

EXHIBIT D
CITY OF BEVERLY HILLS STANDARD
INSURANCE REQUIREMENTS

EXHIBIT D

CITY OF BEVERLY HILLS STANDARD INSURANCE REQUIREMENTS

PROPOSER's Insurance. Contractor 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 performance of the work by the PROPOSER, his agents, representatives, employees or subcontractors, pursuant to PROPOSER's bid or any subsequent contract. Insurance shall be of the type, in the amounts and subject to the provisions described below.

(1) **Commercial general liability** coverage at least as broad as Insurance Services Office Commercial General Liability occurrence coverage ("occurrence" form CG0001, Ed. 11/88) with a limit of not less than \$5,000,000 per occurrence. If the insurance includes a general aggregate limit, that limit shall apply separately to this contract or it shall be at least twice the required per occurrence limit.

(2) **Business automobile liability** insurance at least as broad as Insurance Services office form CA 0001 (Ed. 12/90) covering Automobile Liability, code 1 "any auto" and endorsement CA 0029 (Ed. 12/88) with a limit not less than \$1,000,000 per accident.

(3) **Workers Compensation** Insurance as required by the State of California and employers' liability insurance with a limit not less than \$1,000,000 per accident.

(4) **Evidence of Coverage:**

(a) Prior to commencement of work under this contract, or within 14 days of notification of award of contract, whichever is shorter, PROPOSER shall file certificates of insurance with original endorsements evidencing coverage in compliance with this contract and in a form acceptable to City. The certificate shall be on the City's standard proof of insurance form.

(b) PROPOSER shall provide to City, on request, a complete copy, including all endorsements and riders, of any insurance policy.

(c) During the term of this agreement, PROPOSER shall maintain current valid proof of insurance coverage, with City at all times. Proof of renewals shall be filed prior to expiration of any required coverage and shall be provided on the City's standard proof of insurance form.

(d) Failure to submit any required evidences of insurance within the required time period shall be cause for termination for default, and shall be cause for forfeiture of this bidder's bid security, if applicable.

(e) In the event PROPOSER does not maintain current, valid evidence of insurance on file with City, City may, at its option, withhold payment of any moneys owed to PROPOSER, or which it subsequently owes to PROPOSER, until proper proof is filed.

(5) All insurance coverages shall be provided by insurers with a rating of B+(VII) or better in the most recent edition of Best's Key Rating Guide, Property-Casualty Edition.

(6) Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided or canceled and shall not be reduced in coverage or limits except after 30 days prior written notice provided

to the City. Upon prior request of the carrier, the notice period may be reduced to 10 days in the event of non-payment of premium.

(7) All liability coverages shall name the City, its City Council and every officer, agent and employee of City as additional insureds with respect to work under this bid or any subsequent contract.

(8) PROPOSER's insurance and any insurance provided in compliance with these specifications, shall be primary with respect to any insurance or self-insurance programs covering the City, its City Council and any officer, agent or employee of City.

(9) Where available, the insurer shall agree to waive all rights of subrogation against the City, its City Council and every officer, agent and employee of City.

(10) Any deductibles or self-insured retentions shall be declared to and must be approved by City. At the option of the City, either the insurer shall reduce or eliminate the deductibles or self-insured retentions as respects the City, or the PROPOSER shall procure a bond guaranteeing payment of losses and expenses.

(11) In the event that PROPOSER does not provide continuous insurance coverage, the City shall have the right, but not the obligation, to obtain the required insurance coverage at PROPOSER's cost, and the City may deduct all such costs from moneys the City owes to the PROPOSER or from moneys which it subsequently owes to the PROPOSER.

Indemnification. PROPOSER agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of PROPOSER's officers, employees, agents or others employed by PROPOSER while engaged by PROPOSER in the performance of this work.

CERTIFICATE OF INSURANCE

This is to certify that the following endorsement is part of the policy (ies) described below:

NAMED INSURED (CONTRACTOR) _____ COMPANIES AFFORDING COVERAGE _____

ADDRESS: _____

COMPANY (A, B, C)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B.I.	LIMITS	
					P.D.	AGGREGATE
	AUTOMOBILE LIABILITY	[]				
	GENERAL LIABILITY	[]				
	PRODUCTS /COMPLETED OPERATIONS	[]				
	BLANKET CONTRACTUAL	[]				
	CONTRACTOR'S PROTECTIVE	[]				
	PERSONAL INJURY	[]				
	OTHER	[]				
	EXCESS LIABILITY	[]				
	WORKERS' COMPENSATION	[]				

It is hereby understood and agreed that the City of Beverly Hills, its City Council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the following project

It is further agreed that the following indemnity agreement between the City of Beverly Hills and the named insured is covered under the policy: Contractor agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of Contractor's officers, employees, agents or others employed by Contractor while engaged by Contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right on contribution with insurance which may be available to the City of Beverly Hills.

In the event of cancellation or material change in the above coverage, the company will give 30 days' written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE: _____ BY: _____

 Authorized Insurance Representative

AGENCY: _____ TITLE: _____

_____ ADDRESS: _____