



CITY OF CARSON, CALIFORNIA

701 East Carson Street, Carson CA 90745

REQUEST FOR PROPOSALS NUMBER: RFP 21-001

PETROLEUM ADMINISTRATION OIL FACILITIES CODE COMPLIANCE & MONITORING

ISSUED: 01/14/21

Mandatory Pre-Bid Meeting/Job Walk:	NA
Prospective Contractor Questions Due:	01/21/21 02:00 PM
Proposals Due (Electronic Only):	02/04/21 05:00 PM

ELECTRONIC PROPOSALS MUST BE SUBMITTED

NO LATE PROPOSALS WILL BE ACCEPTED. Proposals received after the due date and time will not be considered for this project. It is the policy of the City of Carson to reject any proposal that is received late.

- (1) REGISTER AS A VENDOR AND SUBMIT ELECTRONIC PROPOSALS AT:
<https://www.planetbids.com/portal/portal.cfm?CompanyID=32461>

REQUEST FOR PROPOSAL RFP NO. 21-001

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ADDITIONAL DOCUMENTS AVAILABLE ON PLANETBIDS AS DOWNLOADS

1. Affidavit of Non Federal Lobbyist Requirements
2. Debarment and Suspension Certification
3. Affidavit of Non-collusion and Non-discrimination
4. Client Reference List

A. SUMMARY

The City of Carson ("City") requests written responses to a Request for Proposal (RFP) for selection of a highly qualified Petroleum Administrator Consultant to provide consulting services as needed by the City for the Petroleum Administrator position as specified in the City of Carson Oil and Gas Code sections 9500 through 9537 of the Carson Municipal Code (attached and hereby incorporated by reference).

The City of Carson Municipal Code was amended with City Council Ordinance 16-1590 Test Amendment No. 19-15 on April 05, 2016. The Oil Code included the appointment of a Petroleum Administrator to oversee portions of the new code.

The Consultant shall be responsible for all aspects of code compliance as detailed in the Carson Municipal Code. The Petroleum Administrator duties shall consist primarily of assisting the City of Carson with ensuring code compliance by existing oil and gas operators and by developing and updating easy to use implementation procedures.

The purpose of this RFP is to solicit and select a firm to provide Petroleum Administrator services to augment City staff as it relates to implementation and compliance with the Carson Oil and Gas Code. Under the direction of the City Manager, the Consultant shall serve as coordinator and shall provide the range and expertise necessary to carry out the functions as defined in the Oil Code.

All services provided by the Consultant shall be performed by individuals who meet the qualifications, education, and certification/licensing requirements for the position. The successful Consultant shall also have the resources to provide cost effective and timely services to the City.

The City of Carson was incorporated as a California general law city on February 20, 1968. On November 6, 2018, with the City's voters' approval, the City of Carson became a California chartered city. Carson is considered one of the youngest municipalities in the South Bay region of Los Angeles County. Carson is located less than 20 miles south of downtown Los Angeles and is considered part of the South Bay section of Los Angeles County. The City's acreage is 19.2 square miles, and has grown considerably, beginning with a population of 61,000 in 1968 and with a current population of close to 100,000 residents.

Carson prides itself on being a culturally diverse community and is accessible by air, rail and freeway. The City is close to the Los Angeles International Airport, the Long Beach Airport, the Port of Los Angeles, and the Port of Long Beach. The four freeways that surround or run through the City are the Harbor (110); the San Diego (405); the Artesia (91); and the Long Beach (710). Additionally, the MTA Bus Line frequently stops in Carson on its route between Los Angeles and Long Beach and the City's owned bus system, the Carson Circuit, provides convenient bus transportation within the City. There is no other city in the Los Angeles-Orange County region that matches Carson's ease of accessibility. The City is home to many large, modern petrochemical, electronics, automobile, aerospace, trucking, and high-tech facilities. Many of these companies have won regional and local beautification awards. A number of multinational companies also call Carson their home by locating their corporate headquarters here. Through cooperative efforts between the City and businesses, the vitality and future of Carson continues to flourish.

The City of Carson reserves the right to make changes in the Request for Proposal as it may deem appropriate. Any and all changes in the Request for Proposal shall be made by written addendum, which shall be issued to all prospective proposers who have been issued or obtained a copy of the Request for Proposal. No oral changes will be permitted. Addendum issued during the proposal process will become a part of the original proposal. All request for proposals must be submitted by the date and time established for the opening of request for proposals. Requests for proposals submitted after the date and time established for the opening of request for proposals will be returned unopened to the sender. The City of Carson reserves the right to take any action considered to be in the best interest of the City of Carson.

No proposal may be withdrawn for a period of ninety (90) days once proposals have been opened by the Purchasing Manager.

No contract exists on the part of the City until the City Council has made the award and a purchase contract has been fully executed. The award, if made, will take place approximately within ninety (90) calendar days after the scheduled proposal opening date.

The City reserves the right to reject any and all proposals received or any parts therein, and to be the sole judge of the merits of each proposal received.

This RFP does not commit the City of Carson to award a contract or to pay any cost incurred in the preparation of any response to the RFP. All responses to this RFP become the property of the City. At such time a selection is made, all responses submitted become a matter of public record and shall be regarded as such, with the exception of those elements in responses which are defined by the contractor as business or trade secrets, and marked "Trade Secret," "Confidential," or "Proprietary," or if disclosure is required under the Public Record Act. Any changes to the RFP requirements will be made by addendum.

Unless expressly stated otherwise, documents must be uploaded in PDF format. It is the Proposer's responsibility to ensure their proposal documents are properly and timely uploaded onto the City's online bid management system. Proposals that are missing pages, cannot be opened, etc. may be considered nonresponsive. It is the Proposer's sole responsibility to contact the City's online bid management provider (Planet Bids at 818-992-1771) to resolve any technical issues related to electronic bidding, including (but not limited to) registering as a vendor, updating passwords, updating profiles, uploading/downloading documents, submitting an electronic bid/proposal, etc. All questions or requests for interpretation regarding this RFP solicitation must be submitted online through Planet Bids within the date and time specified. Proposers are not to contact City personnel or Elected Officials with any questions or clarifications concerning this RFP other than through Planet Bids. Any City response for this RFP that is not posted through Planet Bids is unauthorized and will be considered invalid. Proposer is solely responsible for "on time" submission of their electronic bid. The Bid Management System will not accept late bids and no exceptions shall be made. Proposers will receive an e-bid confirmation number with a time stamp from the Bid Management System indicating that their bid was submitted successfully. The City will only receive those bids that were transmitted successfully.

NOTE: E-Bids are sealed and cannot be viewed by the City until the closing date and time. If you need to withdraw your bid, you may do so any time before the bid deadline, by going back into the system and selecting "withdraw".

B. MANDATORY PRE-PROPOSAL MEETING

Pre-proposal meeting or job walk mandatory: **NO**
Pre-proposal meeting or job walk time: **N/A**
Pre-proposal meeting or job walk location: **N/A**

Pre-proposal meetings are held for the purpose of answering proposer questions. If a pre-proposal meeting is mandatory, then the City will not accept proposals from those who arrive late or do not attend. Arrive early, plan accordingly, and provide a business card to the City employee. A sign-in sheet will be available. Proposers are to meet at the location as listed, if applicable.

C. PROPOSAL SUBMITTAL

The proposals must be submitted in electronic format only.

Proposals must also submit electronically on Planet Bids no later than **02/04/21 | 05:00 PM**. Please allow sufficient time to prepare and upload your documents into the electronic bid system prior to the deadline, as the system will lock and not allow entry of proposals after the designated deadline. Any technical questions regarding use of Planet Bids must be directed to Planet Bids.

The Proposal must include the following sections, numbered in accordance with the table below. **Every Proposal must include the Proposer's name and the City's Request for Proposal No. 21-001.**

Required Proposal Sections and Documents		
1	Company Certification and Personnel Verification Certification, on company letterhead that the person submitting the proposal is authorized to contract on behalf of the prospective contractor. Examples of authorized persons include owner, partner, or corporate officer. Include name, title, address, and contact information. If proposer is a corporation, certification should include statement that corporation is in good standing with the California Secretary of State. Include general company information and resumes of personnel to be assigned to the engagement	Required
2	Subcontractor List (if applicable) Include the subcontractor's qualifications and the nature and extent of work to be performed by each subcontractor	Required if Applicable
3	Cost Proposal Include all pricing information relative to the engagement on Contract Services Agreement, Exhibit "C"	Required
4	Client Reference List Governmental entities preferred. Include client contact information and a brief description of the service provided to each client. Minimum of 5 public agency references for work performed within the last 3 years for	Required

	past similar projects completed by consultant and, if applicable, consultant's subcontractor(s). (download from PlanetBids)	
5	Modification, Changes or Exceptions to the City Contract of Service Agreement Template Exceptions to the specifications of any proposed items, contract terms and conditions shall be fully described and stated in writing in Contract Service Agreement, Exhibit "B"	Required if Applicable
6	Affidavit of Non-Collusion and Non-Discrimination (download from PlanetBids)	Required
7	Federal Lobbyist Requirements (download from PlanetBids)	Required
8	Debarment and Suspension Certificate (download from PlanetBids)	Required
9	Certificate of Compliance with Labor Code Section 3700 (download from PlanetBids)	Not Applicable
10	Bid Security (download from PlanetBids) Bid Bond	Not Applicable

Additional proposal requirements specific to this engagement are included in: [Insert file location]

D. QUESTIONS AND ADDENDUMS

All project scope questions must be posted to Planet Bids by the due date listed on the cover page of this Invitation. The City will coordinate responses and post them to Planet Bids 5 days prior to the bid deadline for all interested proposers to review.

The City's Planet Bids portal:

<https://www.planetbids.com/portal/portal.cfm?CompanyID=32461>

If discrepancies or omissions are found for this document, the City reserves the right to make such changes as deemed appropriate. Any such changes will be by written addendum, which will be posted to Planet Bids no later than 5 days prior to the proposal deadline. The City reserves the right to extend the proposal deadline.

	Type of Question	Contact	Contact Info
1	Those related to the Project	Planet Bids	Post directly to Planet Bids
2	Use of Planet Bids	Planet Bids	(818) 992-1771
3	City's Purchasing Process	Sander Huang, Purchasing Manager	shuang@carson .ca.us 310-830-7600, Ext. 1233

Proposers shall not contact other City employees or elected officials during the proposal process.

E. PROPOSER QUALIFICATIONS

Proposers who do not meet the minimum qualifications will be disqualified.

Awarded contractor and subcontractors (if applicable) must pay the City's business license tax and submit required insurance documents prior to execution of the contract.

F. PROCUREMENT LOCATION AND SCHEDULE

Job location: **Not Applicable**

Job Work Schedule: **Not Applicable**

Anticipated Procurement Schedule		
1	Award of Contract	02/16/21
2	Contract Execution & Notice to Proceed	02/17/21
3	Begin Engagement	02/18/21
4	Complete Engagement	02/17/26

G. OTHER REQUIREMENTS

The City's form contract is required (see Contract Service Agreement). Specific requirements are outlined in the form contract.

Prevailing Wage Required: NO

Performance Bond Required: Not Applicable

The majority of the work as required herein must be performed by the awarded contractor. The work may not be subcontracted to another contractor unless the subcontractor has been included in the Proposal, or a substitution has been approved in writing by the City's Contracting Officer in advance of work performed.

Additional Insurance Requirements (in addition to those in City's Contract Service Agreement)

[Insert additional insurance requirements]

H. COST PROPOSAL

Contractors must provide everything necessary at their own expense including, but not limited to labor, materials, and equipment required to perform and complete the required work.

The lump sum proposal price must include all necessary labor, materials, and fees to complete the work required by Project Scope and Specifications. Permits, licenses and fees must be obtained at the awarded Contractor's sole expense. Federal taxes must not be included, as the City is exempt from paying federal taxes. However, the City does pay Sales Tax on the purchase of items, which must be included as a separate line within the total proposal price.

The following costs will not be allowed: additional charges such as fuel surcharges and mileage rates, fines, entertainment, advertising, and any costs considered inappropriate for

reimbursement from taxpayer money.

Include hourly rates for additional work which may be authorized by the City's Contract Officer.

I. PROPOSAL OPENING, DOCUMENT REVIEW, AND AWARD OF CONTRACT

All proposals will be opened publicly in the Office of the City Clerk on the date and time noted on the Notice of Request for Proposals. Proposals will be considered confidential until a contract recommendation is made to City Council.

Proposal documents that are submitted on time and meet the minimum requirements outlined above will be reviewed by City staff, which will make a recommendation to the City Council to either reject all proposals or award a contract. Evaluation criteria will include qualifications, experience, price and past performance; and will be based on guidelines in the City's Municipal Code (CMC §2611(b) (c).

The City may hold interviews with respondents prior to a final selection of the project contractor. Such interviews may be conducted in person or by electronic means. The City reserves the right to make such additional investigation as it deems necessary to establish the competence and financial stability of any firm submitting a proposal.

No contract exists until the City Council has made the award, and the contract has been fully executed.

The City of Carson reserves the right to reject the proposals, request additional information or take any other action considered to be in the best interest of the City of Carson.

Specific Evaluation Criteria For Award of Contract Will Be As Follows:

- 1. Cover Letter.** Maximum of two pages serving as an executive summary which shall include an understanding of the scope of services.
- 2. Table of Contents.**
- 3. Project Understanding.** The proposal should include a brief synopsis of the Consultant's understanding of the City's needs and how the consultant plans to meet these needs. This section should provide a broad understanding of the consultant's entire proposal.
- 4. Scope of Work.** The Consultant shall include in its proposal a detailed scope of work and understanding of the step-by-step process to undertake the implementation of the Oil and Gas Code and complete it in compliance with all applicable rules, regulations, standards and requirements.

The scope of work shall indicate the tasks/actions the consultant expects the City to perform/take; and the schedule shall show critical path items that are dependent of City's actions.

5. **Project Schedule.** A detailed schedule showing tasks, milestones, and anticipated meetings with stakeholders should also be included showing a clear timeline, critical path that leads to a final approved project.
6. **Project Staff Qualifications.** Provide an organizational chart showing the names and responsibilities of key personnel. Provide resumes of proposed staff.
7. **Statement of Experience.** Provide a summary of your firm's general qualifications, including:
 - a. Business name, address, and phone/fax numbers of the prospective consultant and legal entity such as corporation, partnership, etc.
 - b. Number of years the prospective consultant has been in business under the present business name, as well as related prior business name(s).
 - c. A statement that the prospective consultant has a demonstrated capacity to perform the required services.
 - d. A statement that the consultant has an organization that is adequately staffed and trained to perform the required services or demonstrate the capability for recruiting such staff.
 - e. Experience relating to writing and implementing Oil and Gas Codes of principal individuals in the perspective consultant's present organization who will be responsible for performing the required services. Detail current positions, years of service experience, including capacity, magnitude and type of work performed by each of the principals.
 - f. If consultant intends to subcontract any portion of the services delivery described in the RFP, consultant must identify the subcontractor and the tasks the subcontractor is proposed to perform.
8. **References.** Provide five public agency references for a past similar projects completed by consultant and, if applicable must identify the subcontractor and the tasks the subcontractor is proposed to perform.
9. **Proposed Fee.** Each respondent shall submit a single copy of a fee proposal. The fee proposal shall indicate the expected total fee for the work described in the consultant services proposal. The total fee shall be itemized by task, including consultant staff time and hourly rates, and other direct costs such as printing and travel. The fee proposal shall be signed by an individual authorized to bind the consultant firm.

MINIMUM CONSULTANT REQUIREMENTS

All consultants must:

1. Have no record of unsatisfactory performance. Consultants who are or have been seriously deficient in current or recent contract performance, in the absence of circumstances properly beyond the reasonable control of the Consultant, shall be presumed to be unable to meet this requirement.
2. Have the ability to maintain adequate files and records and meet statistical reporting requirements.
3. Have the administration and fiscal capability to provide and manage the proposed services and to ensure an adequate audit trail.
4. Meet other presentation and participation requirements necessary for the project.

CONSULTANT SELECTION PROCEDURE

The City will evaluate the proposals submitted, and select the most qualified consultant for the project. The proposals will be evaluated based upon several factors. These factors include the format, organization, layout and presentation of the proposal, the qualification and experience of the project staff, and the experience in similar type projects. In evaluating the proposal, the City will apply the following point system:

1	Project Understanding	5 points
2	Scope of Work	10 points
3	Project Schedule	5 points
4	Project Staff Qualifications	10 points
5	Related Experience	20 points
6	Quality of Proposal and Fee	30 points
7	References/Satisfaction of Previous Clients	10 points
8	Local Carson Business	10 points
Total Points Possible		100 points

PROJECT SCOPE AND SPECIFICATIONS
Petroleum Administration
Oil Facilities Code Compliance & Monitoring

The selected consulting firm must be prepared to effectively address the scope of Petroleum Administrator functions as defined in the Carson Oil and Gas Code as needed by the City. The firm will also be responsible to update a user friendly procedures manual to implement the code. As defined in the Oil and Gas Code adopted on April 5, 2016, the Petroleum Administrator is defined as follows:

“Petroleum Administrator” (PA) is the City’s administrative official having the responsibility for the enforcement of this ordinance. To carry out duties, the PA may use designated assistants, inspectors and deputies subject to approval of the City Manager. The PA is authorized and directed to enforce the provisions of this ordinance and the codes adopted by reference herein. The PA shall perate under the direction of the City Manager.

The Petroleum Administrator shall have the primary responsibility for enforcing the provisions of this ordinance unless otherwise specified. The Petroleum Administrator is authorized to consult experts qualified in fields related to the subject matter of this ordinance and codes adopted by reference herein as necessary to assist the Petroleum Administrator in carrying out duties. The Petroleum Administrator may also appoint such number of officers, inspectors, assistants and other employees for the petroleum unit as shall be authorized by the City Manager.

The Petroleum Administrator must be a licensed engineer such as petroleum engineer, mechanical engineer, or civil engineer. This Petroleum Administrator must possess an understanding of oil and gas production, facilities, operations, and ideally development. Past work experience should include Production Engineering, project management, facility or operational experience with the oil and gas industry. Alternatively, the Petroleum Administrator may possess equivalent licenses and qualifications in the areas of environmental and earth sciences, toxicology and human health risk assessment. The Petroleum Administrator must be able to demonstrate relevant and current knowledge of oil field and oil production technology and practices.

The oil code includes responsibilities for the Petroleum Administrator throughout, including conditional use permit procedures (9507), procedures for development agreements (9508), periodic reviews (9509), complaints (9512), NOV’s (9514), high risk operations (9515), compliance monitoring (9516), as well as issues and compliance related to development standards. The consultant should demonstrate an ability and expertise in the application of the code’s development standards, including:

- DOGGR Requirements
- Conditional Use Permits and Development Agreements
- Setback determinations
- Consolidation and Relocation Determinations
- Lighting Assessments
- Landscaping and Aesthetic Issues
- Earthquake Monitoring
- Tank Monitoring
- Safety Audits
- Hazardous Materials Storage and Transportation
- Environmental Quality Assurance Programs

- Air Quality and Odors Analysis
- Construction Storm Water Pollution Prevention Plans
- Groundwater Assessments
- Noise Assessments
- Pipeline Leak Detection Systems.

In addition, the firm shall:

- A. Provide and/or Update a user friendly procedures manual to implement the Code and identify the additional necessary tasks the City needs to take to implement the code.
- B. Demonstrate an ability to communicate, cooperate and team with City staff and other City consultants as necessary.
- C. Demonstrate communication and recordkeeping measures needed to ensure compliance with the code requirements for all existing and proposed facilities.
- D. Provide strong emphasis on working in an efficient manner with oil and gas companies and community groups and concerned citizens, while ensuring compliance with the code requirements, maintaining quality, meeting schedules and staying within budget.
- E. Demonstrate ability to audit and conduct monitoring activities for oil and gas facilities.
- F. Subconsultants may be utilized for various technical reports. The City reserves the right to require the use of approved subconsultants and not permit the use of subconsultants that have not been approved.
- I. Consultant will perform the following Services: Consultant will provide services as needed by the City for the Petroleum Administrator position as specified in the City of Carson Oil and Gas Code, sections 9500 through 9537 of the Carson Municipal Code.

Consultant will be responsible for all aspects of code compliance as detailed in the Carson Municipal Code. When there are no pending or planned oil and gas projects within the City of Carson, the Petroleum Administrator duties shall consist primarily of assisting the City of Carson with ensuring code compliance by existing oil and gas operators and by developing easy to use implementation procedures.

To carry out duties, the Petroleum Administrator may use designated assistants, inspectors and deputies subject to approval of the City Manager. The Petroleum Administrator is authorized and directed to enforce the provisions of this ordinance and the codes adopted by reference herein. The Petroleum Administrator shall operate under the direction of the City Manager. The Petroleum Administrator may also appoint such number of officers, inspectors, assistants and other employees for the petroleum unit as shall be authorized by the City Manager.

Consultant will perform the following tasks as part of the Services:

- A. Development and implementation of a Procedures Manual.
 - 1. Consultant will prepare or update a detailed Procedures Manual which will be used to implement the Code and identify any additional necessary tasks the City would need to

take to implement the code. The procedure will utilize simple checklists and flowcharts that would be used to ensure code compliance given a set of proposed actions by an operator, as well as ensure documentation of the determination of code compliance. In addition, the procedures manual will document implementation requirements for specific code sections.

2. Consultant will develop or maintain a compliance protocol detailing permits and records review procedures as well as the methodology to be used to ensure compliance with each section of the code. The compliance methodology will include worksheets to be used during an audit of a facilities compliance status with the code. This compliance protocol will be used as the main part of the procedures manual, along with additional items detailing forms and submissions expected for various operator procedures. A summary outline of the Procedures Manual:

(a) Overview of Code: a description of the elements of the adopted code section 9500-9537, including a discussion of the important elements for existing operators and the "good neighbor" provisions.

(b) Compliance methodology: a review of each element of the code that will require compliance, along with the methods used by the City/consultant to ensure compliance, including document submissions, in-field inspections, equipment requirements, and timeliness.

(c) Documentation, operator request flowcharts and checklists: documentation that will be maintained by the City/consultant to ensure compliance, along with decision flowcharts to ensure proper identification of any issues, such as conditional use permit (CUP) triggers or "new development" triggers, as well as checklists that will be used to ensure compliance with all elements of the code.

(d) Operator communications and documentation: methods used to ensure communications are documented and available for inspection by the City, including phone and email communication logs/database, correspondence archives, etc.

(e) City communications: methods used to ensure communications with the City are entered into communication logs/database and that notes of meetings and action items are maintained in a communications database.

(f) Compliance protocol and audit protocol: these will be protocols used for in-field inspection of existing facilities to ensure compliance with the code, as well as applicable portions of important regulations and standards.

(g) Conditional use permit and development agreement guidelines: these will be developed to allow for efficient processing of CUP and development agreement (DA) submissions associated with potential projects, including addressing all elements of the code as application to CUPs and DAs.

(h) CEQA guidelines: some elements of CUPs and proposed projects may require addressing CEQA issues, such as exemptions, and this section of the manual will address ensuring that CEQA issues are addressed accordingly. This process may also include community input and review and the establishment of appropriate significance criteria which would ensure the protection of the community and the environment while ensuring that an effective and

timely CEQA review process is completed.

(i) Documentation database: this will include a description of all archives and databases, including communication notes, correspondence records and completed checklists and protocols. section 9500-9537, including a discussion of the important elements for existing operators and the "good neighbor" provisions.

3. The compliance methodology will detail the methods used to ensure compliance with specific sections of the code. Each code subsection methodology will include documentation requirements, including, but not limited to, checklists and flowcharts.

B. Outreach, communication and meetings with the City and stakeholders, including existing oil and gas operators and community groups.

1. Consultant will create a database shared with City to log and track communications.

2. Communication with operators will be focused both on code compliance and ensuring that operators are informed and assisted to the extent possible so that code compliance is effective, both from the community's perspective as well as the operators.

3. Communication will be documented, including phone call logs, and logs will be maintained in the database. Letters will also be periodically distributed to operators to ensure that they are aware of the code requirements, particularly in the initial phases of the code compliance.

4. Communication between the City and the Petroleum Administrator is also important, as information will be flowing to the Petroleum Administrator from operators, and this information will be conveyed to ensure that City staff is aware of any issues that may arise or that are ongoing and so that documentation is also maintained by the City. Weekly emails, at a minimum, and/or conference calls and meetings are a part of ensuring effective Petroleum Administrator/City Staff communication. The use of shared files, such as Office 365 or Dropbox, will also be used as a means of providing immediate, up-to-date statuses of various communications or activities. The records database will include information on communications, and this could be referenced by City staff at any time through the sharing system. For example, if an operator is planning on drilling a well, information such as the California Department of Conservation, Division of Oil, Gas, and Geothermal Resources (DOGGR) Notices of Intent (NOI) should be submitted to the City by the operator. The receipt of this type of information will be placed in the database and City staff will be notified so that City staff can access and see the current status of any planned activities. Documentation sharing will be conducted through file sharing systems to ensure that all documentation related to operator activities is maintained both by Consultant and by the City. All paper documents would be scanned and included in the database.

5. The shared database would allow for logging of all communications, both with operators and community members, as well as recording and storage of the receipt of notices, plans and other documentation. This system would grant the City access to all documents and would allow for the City to view the status of any ongoing projects at any time.

C. Review of compliance plans including the Transportation Risk Management and Prevention Program, the Environmental Quality Assurance Program, and others as applicable.

1. An important aspect of compliance with the Oil Code is the requirement by operators to prepare various plans including the Transportation Risk Management and Prevention Program, the Environmental Quality Assurance Program, and others as applicable. Consultant will review these plans and provide comments as appropriate to ensure ongoing compliance with the Oil Code.
2. Consultant will ensure review and monitor compliance with the following:
 - (a) DOGGR and other regulatory requirements; including NO Is. Review will primarily focus on above-ground issues, such as response plans, critical well definitions, fencing and containment.
 - (b) CUPs and DAs, as applicable, for each project and those additional requirements associated with CUPs or DAs.
 - (c) Setback determinations as specified in the code, and which wells and facilities are located within the setback area, as well as what facilities are determined to be "vested rights".
 - (d) Consolidation and relocation determinations regarding code incentives delineated in Section 952 I (D) of the Carson Municipal Code(CMC).
 - (e) Lighting assessments as specified in the code, possibly including measurements of lighting spillover as specified in CMC Section 9523.
 - (f) Landscaping and aesthetic issues as specified in CMC Section 9524.
 - (g) Earthquake monitoring as specified in CMC Section 9530.3, including monitoring of area earthquakes to determine if any facilities are subject to the requirements.
 - (h) Tank monitoring as specified in CMC Section 9530.4
 - (i) Safety audits as specified in CMC Section 9530.5(8), utilizing audit protocols and site visits as necessary.
 - (j) Hazardous materials storage and transportation as specified in CMC Section 9530.6, including receipt and review of the hazardous materials business plan for all elements of the code.
 - (k) Environmental quality assurance programs as specified in CMC Section 9531.1.
 - (l) Air quality and odors analysis as specified in CMC Section 9531, including odor minimization procedures, portable flares and ambient air monitoring, verified through on-site inspections and document reviews.
 - (m) Construction Storm Water Pollution Prevention Plans (SWPPP) as specified in CMC Section 9531 regarding storm water management, including review of SWPPP as submitted to the RWQCB.
 - (n) Groundwater assessments as per section CMC Section 9531, including review of new development applications, arranging for groundwater monitoring studies as needed, and

requesting and reviewing DOGGR injection studies.

(o) Noise assessments as per CMC Section 9531, including ensuring compliance with existing municipal code sections regarding noise levels, requesting and arranging noise studies if needed and ensuring compliance with quiet-mode operations plan.

(p) Pipeline leak detection systems as per CMC Section 9530.6.3

(q) Administrative and financial determinations as specified in CMC Sections 9511-9520, including insurance requirements, complaints, nuisance procedures, etc.

D. Annual reporting to staff and City Council.

E. Emergency field monitoring.

F. Periodic inspections of facilities/audits.

G. Review of conditional use permit applications and CEQA review.

1. On a per-project basis, Consultant will review permit application and conduct CEQA review of the same. The review of the applications will entail the following:

(a) Ensuring all components of the project are described in sufficient detail as to make a determination of the potential effects of the projects.

(b) Ensuring that appropriate studies and assessments have been completed in order to assess the effects of the project.

2. CEQA review will entail the following:

(a) Review of the project proposals and potential effects in comparison to applicable CEQA significance criteria

(b) Development of appropriate CEQA documentation (Mitigated Negative Declaration, Negative Declaration, Environmental Impact Report) and supporting studies and substantial evidence as per CEQA Guidelines in order to provide for discretionary consideration of the project.

3. Procedure for each CUP application/CEQA review:

(a) Each task to be performed shall be set forth in a written request ("Request") produced by the Contract Officer with a description of the work to be performed, and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement.

(b) Following receipt of the Request, the Consultant shall prepare a "Task Proposal" that includes the following components:

(i) a written description of the requested task ("Task Description") including all components and subtasks, and including any clarifications of the descriptions provided in the Request;

- (ii) the costs to perform the task, at the rates articulated in Exhibit 'C-1' ("Task Budget");
 - (iii) an explanation of how the cost was determined; and
 - (iv) a schedule for completion of the task ("Task Completion Schedule"), including a final completion date ("Task Completion Date").
- (c) Contract Officer shall approve, modify, or reject the Task Proposal in writing, and issue a Notice to Proceed when a written agreement has been reached on the Task Proposal.
- (d) The task shall be performed at a cost not exceeding the Task Budget.
- (e) Consultant shall complete the task and deliver all deliverables to Contract Officer by the Task Completion Date and in accordance with the Task Completion Schedule.
- (f) Each approved Task proposal shall be physically incorporated herein.

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:

- A. All reports, plans, agreements and audits developed as a result of performing the Petroleum Administrator functions for the City.
- B. Annual Report to staff and City Council.
- C. Online Procedures Manual.
- A. **In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City apprised of the status of performance by delivering the following status reports:**

IV. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

V. Consultant will utilize the following personnel to accomplish the Services:

[Insert Qualified Staff, Contracting Officer name, title]

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

[Name of Contractor]

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
[Name of Contractor]**

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this ____ day of _____, ____ by and between the CITY OF CARSON, a California municipal corporation ("City") and _____, a _____ ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Carson's Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

SERVICES OF CONSULTANT

Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required

hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

Consultant's Proposal.

The Scope of Service shall include the Consultant's scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer.

Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to

furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or \$25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

COMPENSATION AND METHOD OF PAYMENT.

Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the

amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed _____ Dollars (\$_____) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and subcontractor contracts. Subcontractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice

provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

Waiver.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

PERFORMANCE SCHEDULE

Time of Essence.

Time is of the essence in the performance of this Agreement.

Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

COORDINATION OF WORK

Representatives and Personnel of Consultant.

The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

(Name)	(Title)
(Name)	(Title)
(Name)	(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

Contract Officer.

The Contract Officer shall be James Nguyen, Project Manager, or such person as may be

designated by the City Manager. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

INSURANCE AND INDEMNIFICATION

Insurance Coverages.

The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers,

employees and agents of City:

General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement.

Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than \$1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

Professional Liability. Professional liability insurance appropriate to the Consultant's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents

and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer.

No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed]

Consultant Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or any automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Consultant

agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages to any persons or property resulting from the Consultant's activities or the activities of any person or persons for which the Consultant is otherwise responsible nor shall it limit the Consultant's indemnification liabilities as provided in Section 5.3.

In the event the Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

Sufficiency of Insurer.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the risk manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

RECORDS, REPORTS, AND RELEASE OF INFORMATION

Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

Confidentiality and Release of Information.

All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions,

response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Consultant gives City notice of such court order or subpoena.

If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Consultant’s conduct.

Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ENFORCEMENT OF AGREEMENT AND TERMINATION

California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant’s default shall not

be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code

Sections 905 et. seq. and 910 et. seq., in order to pursue a legal action under this Agreement.

Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for

such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

MISCELLANEOUS PROVISIONS

Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Carson, 701 East Carson, Carson, California 90745 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability

shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "non-interests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

ATTEST:

Donesia L. Gause, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney

CONSULTANT:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____
Address: _____

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2021 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER		DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/>	INDIVIDUAL	
<input type="checkbox"/>	CORPORATE OFFICER	
	_____ TITLE(S)	_____ TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/>	PARTNER(S) <input type="checkbox"/> LIMITED	
	<input type="checkbox"/> GENERAL	
<input type="checkbox"/>	ATTORNEY-IN-FACT	
<input type="checkbox"/>	TRUSTEE(S)	_____ NUMBER OF PAGES
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	
<input type="checkbox"/>	OTHER _____	
_____ SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES))		_____ DATE OF DOCUMENT
_____ _____		_____ SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2021 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER		DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/>	INDIVIDUAL	
<input type="checkbox"/>	CORPORATE OFFICER	
	_____ TITLE(S)	_____ TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/>	PARTNER(S) <input type="checkbox"/> LIMITED	
	<input type="checkbox"/> GENERAL	
<input type="checkbox"/>	ATTORNEY-IN-FACT	
<input type="checkbox"/>	TRUSTEE(S)	_____ NUMBER OF PAGES
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	
<input type="checkbox"/>	OTHER _____	
_____ SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES))		_____ DATE OF DOCUMENT
_____ _____		_____ SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"
SCOPE OF SERVICES

The selected consulting firm must be prepared to effectively address the scope of Petroleum Administrator functions as defined in the Carson Oil and Gas Code as needed by the City. The firm will also be responsible to update a user friendly procedures manual to implement the code. As defined in the Oil and Gas Code adopted on April 5, 2016, the Petroleum Administrator is defined as follows:

"Petroleum Administrator" (PA) is the City's administrative official having the responsibility for the enforcement of this ordinance. To carry out duties, the PA may use designated assistants, inspectors and deputies subject to approval of the City Manager. The PA is authorized and directed to enforce the provisions of this ordinance and the codes adopted by reference herein. The PA shall operate under the direction of the City Manager.

The Petroleum Administrator shall have the primary responsibility for enforcing the provisions of this ordinance unless otherwise specified. The Petroleum Administrator is authorized to consult experts qualified in fields related to the subject matter of this ordinance and codes adopted by reference herein as necessary to assist the Petroleum Administrator in carrying out duties. The Petroleum Administrator may also appoint such number of officers, inspectors, assistants and other employees for the petroleum unit as shall be authorized by the City Manager.

The Petroleum Administrator must be a licensed engineer such as petroleum engineer, mechanical engineer, or civil engineer. This Petroleum Administrator must possess an understanding of oil and gas production, facilities, operations, and ideally development. Past work experience should include Production Engineering, project management, facility or operational experience with the oil and gas industry. Alternatively, the Petroleum Administrator may possess equivalent licenses and qualifications in the areas of environmental and earth sciences, toxicology and human health risk assessment. The Petroleum Administrator must be able to demonstrate relevant and current knowledge of oil field and oil production technology and practices.

The oil code includes responsibilities for the Petroleum Administrator throughout, including conditional use permit procedures (9507), procedures for development agreements (9508), periodic reviews (9509), complaints (9512), NOV's (9514), high risk operations (9515), compliance monitoring (9516), as well as issues and compliance related to development standards. The consultant should demonstrate an ability and expertise in the application of the code's development standards, including:

- DOGGR Requirements
- Conditional Use Permits and Development Agreements
- Setback determinations
- Consolidation and Relocation Determinations
- Lighting Assessments
- Landscaping and Aesthetic Issues
- Earthquake Monitoring
- Tank Monitoring
- Safety Audits
- Hazardous Materials Storage and Transportation
- Environmental Quality Assurance Programs
- Air Quality and Odors Analysis

- Construction Storm Water Pollution Prevention Plans
- Groundwater Assessments
- Noise Assessments
- Pipeline Leak Detection Systems.

In addition, the firm shall:

- A. Provide and/or Update a user friendly procedures manual to implement the Code and identify the additional necessary tasks the City needs to take to implement the code.
- B. Demonstrate an ability to communicate, cooperate and team with City staff and other City consultants as necessary.
- C. Demonstrate communication and recordkeeping measures needed to ensure compliance with the code requirements for all existing and proposed facilities.
- D. Provide strong emphasis on working in an efficient manner with oil and gas companies and community groups and concerned citizens, while ensuring compliance with the code requirements, maintaining quality, meeting schedules and staying within budget.
- E. Demonstrate ability to audit and conduct monitoring activities for oil and gas facilities.
- F. Subconsultants may be utilized for various technical reports. The City reserves the right to require the use of approved subconsultants and not permit the use of subconsultants that have not been approved.
- I. Consultant will perform the following Services: Consultant will provide services as needed by the City for the Petroleum Administrator position as specified in the City of Carson Oil and Gas Code, sections 9500 through 9537 of the Carson Municipal Code.

Consultant will be responsible for all aspects of code compliance as detailed in the Carson Municipal Code. When there are no pending or planned oil and gas projects within the City of Carson, the Petroleum Administrator duties shall consist primarily of assisting the City of Carson with ensuring code compliance by existing oil and gas operators and by developing easy to use implementation procedures.

To carry out duties, the Petroleum Administrator may use designated assistants, inspectors and deputies subject to approval of the City Manager. The Petroleum Administrator is authorized and directed to enforce the provisions of this ordinance and the codes adopted by reference herein. The Petroleum Administrator shall operate under the direction of the City Manager. The Petroleum Administrator may also appoint such number of officers, inspectors, assistants and other employees for the petroleum unit as shall be authorized by the City Manager.

Consultant will perform the following tasks as part of the Services:

- A. Development and implementation of a Procedures Manual.
 - 1. Consultant will prepare or update a detailed Procedures Manual which will be used to

implement the Code and identify any additional necessary tasks the City would need to take to implement the code. The procedure will utilize simple checklists and flowcharts that would be used to ensure code compliance given a set of proposed actions by an operator, as well as ensure documentation of the determination of code compliance. In addition, the procedures manual will document implementation requirements for specific code sections.

2. Consultant will develop or maintain a compliance protocol detailing permits and records review procedures as well as the methodology to be used to ensure compliance with each section of the code. The compliance methodology will include worksheets to be used during an audit of a facilities compliance status with the code. This compliance protocol will be used as the main part of the procedures manual, along with additional items detailing forms and submissions expected for various operator procedures. A summary outline of the Procedures Manual:

(a) Overview of Code: a description of the elements of the adopted code section 9500-9537, including a discussion of the important elements for existing operators and the "good neighbor" provisions.

(b) Compliance methodology: a review of each element of the code that will require compliance, along with the methods used by the City/consultant to ensure compliance, including document submissions, in-field inspections, equipment requirements, and timeliness.

(c) Documentation, operator request flowcharts and checklists: documentation that will be maintained by the City/consultant to ensure compliance, along with decision flowcharts to ensure proper identification of any issues, such as conditional use permit (CUP) triggers or "new development" triggers, as well as checklists that will be used to ensure compliance with all elements of the code.

(d) Operator communications and documentation: methods used to ensure communications are documented and available for inspection by the City, including phone and email communication logs/database, correspondence archives, etc.

(e) City communications: methods used to ensure communications with the City are entered into communication logs/database and that notes of meetings and action items are maintained in a communications database.

(f) Compliance protocol and audit protocol: these will be protocols used for in-field inspection of existing facilities to ensure compliance with the code, as well as applicable portions of important regulations and standards.

(g) Conditional use permit and development agreement guidelines: these will be developed to allow for efficient processing of CUP and development agreement (DA) submissions associated with potential projects, including addressing all elements of the code as application to CUPs and DAs.

(h) CEQA guidelines: some elements of CUPs and proposed projects may require addressing CEQA issues, such as exemptions, and this section of the manual will address ensuring that CEQA issues are addressed accordingly. This process may also include community

input and review and the establishment of appropriate significance criteria which would ensure the protection of the community and the environment while ensuring that an effective and timely CEQA review process is completed.

(i) Documentation database: this will include a description of all archives and databases, including communication notes, correspondence records and completed checklists and protocols. section 9500-9537, including a discussion of the important elements for existing operators and the "good neighbor" provisions.

3. The compliance methodology will detail the methods used to ensure compliance with specific sections of the code. Each code subsection methodology will include documentation requirements, including, but not limited to, checklists and flowcharts.

B. Outreach, communication and meetings with the City and stakeholders, including existing oil and gas operators and community groups.

1. Consultant will create a database shared with City to log and track communications.

2. Communication with operators will be focused both on code compliance and ensuring that operators are informed and assisted to the extent possible so that code compliance is effective, both from the community's perspective as well as the operators.

3. Communication will be documented, including phone call logs, and logs will be maintained in the database. Letters will also be periodically distributed to operators to ensure that they are aware of the code requirements, particularly in the initial phases of the code compliance.

4. Communication between the City and the Petroleum Administrator is also important, as information will be flowing to the Petroleum Administrator from operators, and this information will be conveyed to ensure that City staff is aware of any issues that may arise or that are ongoing and so that documentation is also maintained by the City. Weekly emails, at a minimum, and/or conference calls and meetings are a part of ensuring effective Petroleum Administrator/City Staff communication. The use of shared files, such as Office 365 or Dropbox, will also be used as a means of providing immediate, up-to-date statuses of various communications or activities. The records database will include information on communications, and this could be referenced by City staff at any time through the sharing system. For example, if an operator is planning on drilling a well, information such as the California Department of Conservation, Division of Oil, Gas, and Geothermal Resources (DOGGR) Notices of Intent (NOI) should be submitted to the City by the operator. The receipt of this type of information will be placed in the database and City staff will be notified so that City staff can access and see the current status of any planned activities. Documentation sharing will be conducted through file sharing systems to ensure that all documentation related to operator activities is maintained both by Consultant and by the City. All paper documents would be scanned and included in the database.

5. The shared database would allow for logging of all communications, both with operators and community members, as well as recording and storage of the receipt of notices, plans and other documentation. This system would grant the City access to all documents and would allow for the City to view the status of any ongoing projects at any time.

- C. Review of compliance plans including the Transportation Risk Management and Prevention Program, the Environmental Quality Assurance Program, and others as applicable.
1. An important aspect of compliance with the Oil Code is the requirement by operators to prepare various plans including the Transportation Risk Management and Prevention Program, the Environmental Quality Assurance Program, and others as applicable. Consultant will review these plans and provide comments as appropriate to ensure ongoing compliance with the Oil Code.
 2. Consultant will ensure review and monitor compliance with the following:
 - (a) DOGGR and other regulatory requirements; including NO Is. Review will primarily focus on above-ground issues, such as response plans, critical well definitions, fencing and containment.
 - (b) CUPs and DAs, as applicable, for each project and those additional requirements associated with CUPs or DAs.
 - (c) Setback determinations as specified in the code, and which wells and facilities are located within the setback area, as well as what facilities are determined to be "vested rights".
 - (d) Consolidation and relocation determinations regarding code incentives delineated in Section 952 I (D) of the Carson Municipal Code(CMC).
 - (e) Lighting assessments as specified in the code, possibly including measurements of lighting spillover as specified in CMC Section 9523.
 - (f) Landscaping and aesthetic issues as specified in CMC Section 9524.
 - (g) Earthquake monitoring as specified in CMC Section 9530.3, including monitoring of area earthquakes to determine if any facilities are subject to the requirements.
 - (h) Tank monitoring as specified in CMC Section 9530.4
 - (i) Safety audits as specified in CMC Section 9530.5(8), utilizing audit protocols and site visits as necessary.
 - (j) Hazardous materials storage and transportation as specified in CMC Section 9530.6, including receipt and review of the hazardous materials business plan for all elements of the code.
 - (k) Environmental quality assurance programs as specified in CMC Section 9531.1.
 - (l) Air quality and odors analysis as specified in CMC Section 9531, including odor minimization procedures, portable flares and ambient air monitoring, verified through on-site inspections and document reviews.
 - (m) Construction Storm Water Pollution Prevention Plans (SWPPP) as specified in CMC

Section 9531 regarding storm water management, including review of SWPPP as submitted to the RWQCB.

(n) Groundwater assessments as per section CMC Section 9531, including review of new development applications, arranging for groundwater monitoring studies as needed, and requesting and reviewing DOGGR injection studies.

(o) Noise assessments as per CMC Section 9531, including ensuring compliance with existing municipal code sections regarding noise levels, requesting and arranging noise studies if needed and ensuring compliance with quiet-mode operations plan.

(p) Pipeline leak detection systems as per CMC Section 9530.6.3

(q) Administrative and financial determinations as specified in CMC Sections 9511-9520, including insurance requirements, complaints, nuisance procedures, etc.

D. Annual reporting to staff and City Council.

E. Emergency field monitoring.

F. Periodic inspections of facilities/audits.

G. Review of conditional use permit applications and CEQA review.

1. On a per-project basis, Consultant will review permit application and conduct CEQA review of the same. The review of the applications will entail the following:

(a) Ensuring all components of the project are described in sufficient detail as to make a determination of the potential effects of the projects.

(b) Ensuring that appropriate studies and assessments have been completed in order to assess the effects of the project.

2. CEQA review will entail the following:

(a) Review of the project proposals and potential effects in comparison to applicable CEQA significance criteria

(b) Development of appropriate CEQA documentation (Mitigated Negative Declaration, Negative Declaration, Environmental Impact Report) and supporting studies and substantial evidence as per CEQA Guidelines in order to provide for discretionary consideration of the project.

3. Procedure for each CUP application/CEQA review:

(a) Each task to be performed shall be set forth in a written request ("Request") produced by the Contract Officer with a description of the work to be performed, and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement.

(b) Following receipt of the Request, the Consultant shall prepare a "Task Proposal" that

includes the following components:

- (i) a written description of the requested task ("Task Description") including all components and subtasks, and including any clarifications of the descriptions provided in the Request;
 - (ii) the costs to perform the task, at the rates articulated in Exhibit 'C-1' ("Task Budget");
 - (iii) an explanation of how the cost was determined; and
 - (iv) a schedule for completion of the task ("Task Completion Schedule"), including a final completion date ("Task Completion Date").
- (c) Contract Officer shall approve, modify, or reject the Task Proposal in writing, and issue a Notice to Proceed when a written agreement has been reached on the Task Proposal.
 - (d) The task shall be performed at a cost not exceeding the Task Budget.
 - (e) Consultant shall complete the task and deliver all deliverables to Contract Officer by the Task Completion Date and in accordance with the Task Completion Schedule.
 - (f) Each approved Task proposal shall be physically incorporated herein.
- II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:**
- D. All reports, plans, agreements and audits developed as a result of performing the Petroleum Administrator functions for the City.
 - E. Annual Report to staff and City Council.
 - F. Online Procedures Manual.
 - B. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City apprised of the status of performance by delivering the following status reports:**

VI. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

VII. Consultant will utilize the following personnel to accomplish the Services:

[Insert Qualified Staff, Contracting Officer name, title]

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

[Exceptions to the specifications of any proposed items stated herein shall be fully described in writing by the proposer in the space provided below]

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks at the following rates:

[Indicate in detail the total cost for services and payment terms]

A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.

[DOES or DOES NOT APPLY]

Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.

The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

[Where applicable: Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.]

[Where applicable: Line items for all materials and equipment properly charged to the Services.]

[Where applicable: Line items for all other approved reimbursable expenses claimed, with supporting documentation.]

[Where applicable: Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.]

The total compensation for the Services shall not exceed \$_____ as provided in Section 2.1 of this Agreement.

The Consultant's billing rates for all personnel are attached as Exhibit C-1.

[DOES or DOES NOT APPLY]

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

- II. The Term of this Agreement shall commence on February 18, 2021 (the "Commencement Date") and shall continue through February 17, 2026 ("Initial Term"). The Agreement shall then remain in full force, for _____ (__) full years thereafter, from _____, _____, 20____, through _____, _____, 20____, ("the Term"). The City may, in its sole discretion, extend the Term for two (2) additional three (3) year extensions subject to City Council approval.
- III. Consultant shall perform all Services timely in accordance with the following schedule:
- IV. Consultant shall deliver the following tangible work products to the City by the following dates.
- V. The Contract Officer may approve extensions for performance of the Services in accordance with Section 3.2.