

AMENDMENT NO. 1 TO SERVICE AGREEMENT BETWEEN
THE CITY OF HUNTINGTON BEACH AND
EXCALIBUR WELL SERVICES, CORP.
FOR
CIVIC CENTER WELL ABANDONMENT

THIS AMENDMENT is made and entered into by and between the CITY OF HUNTINGTON BEACH, a California municipal corporation, hereinafter referred to as “City,” and EXCALIBUR WELL SERVICES, CORP, hereinafter referred to as “Contractor.”

WHEREAS, City and Contractor are parties to that certain agreement, dated February 20, 2024, entitled “Service Agreement Between the City of Huntington Beach and Excalibur Well Services, Corp. for Civic Center Well Abandonment” which agreement shall hereinafter be referred to as the “Original Agreement”; and

City and Contractor wish to amend the Original Agreement to increase the amount of compensation to be paid to Contractor,

NOW, THEREFORE, it is agreed by City and Contractor as follows:

1. ADDITIONAL COMPENSATION

In consideration of the services to be performed under the Original Agreement, City agrees to pay Contractor at the rates specified in Exhibit B which is attached hereto and incorporated by reference into this Agreement. City further agrees to pay Contractor an additional sum not to exceed One Million One Hundred Fifty Thousand Dollars (\$1,150,000.00). The additional sum shall be added to the original sum of One Million Ninety-Nine Thousand Seven Hundred Seventy Dollars (\$1,099,770.00), for a new contract amount not to exceed Two Million Two Hundred Forty-Nine Thousand Seven Hundred Seventy Dollars (\$2,249,770.00).

2. REAFFIRMATION

Except as specifically modified herein, all other terms and conditions for the Original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers on _____, 2024.

EXCALIBUR WELL SERVICES, CORP

CITY OF HUNTINGTON BEACH, a
municipal corporation of the State of
California

By: _____

print name

ITS: (circle one) Chairman/President/Vice President

Mayor

AND

By: _____

print name

ITS: (circle one) Secretary/Chief Financial
Officer/Asst. Secretary - Treasurer

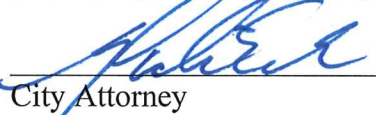
City Clerk

INITIATED AND APPROVED:



Fire Chief

APPROVED AS TO FORM:



City Attorney



2. REAFFIRMATION

Except as specifically modified herein, all other terms and conditions for the Original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers on _____, 2024.

EXCALIBUR WELL SERVICES, CORP

CITY OF HUNTINGTON BEACH, a municipal corporation of the State of California

By: Steve Layton
Steve Layton
print name

ITS: (circle one) Chairman President Vice President

Mayor

AND

By: Gary Richardson
Gary Richardson
print name

ITS: (circle one) Secretary Chief Financial Officer Asst. Secretary - Treasurer

City Clerk

INITIATED AND APPROVED:

Fire Chief

APPROVED AS TO FORM:

City Attorney

ccw



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/11/2024

✓ C.K.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER INpower Global Insurance Services, LLC 999 Corporate Drive, Suite 100 Ladera Ranch, CA 92694 www.INpowerGlobal.com CA DOI License No. 6003712	CONTACT NAME: INpower Global Insurance Services, LLC PHONE (A/C, No, Ext): 949-600-7995 E-MAIL ADDRESS:	FAX (A/C, No): 949-600-7998
	INSURER(S) AFFORDING COVERAGE	
INSURED Excalibur Well Services, Inc. 22034 Rosedale Hwy Bakersfield CA 93314	INSURER A: Starr Indemnity & Liability Company	NAIC # 38318
	INSURER B: Starr Surplus Lines Insurance Company	13604
	INSURER C: Certain Underwriters at Lloyd's London	11150
	INSURER D: Starr Indemnity & Liability Company	38318
	INSURER E: Arch Specialty Insurance Company	21199
	INSURER F: AXIS Surplus Insurance Company	26620

COVERAGES **CERTIFICATE NUMBER:** 80448574 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Incl. S&A Pollution Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: SIR: \$250,000 Per Occ.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	1000090757241	1/31/2024	1/31/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Comp Ded: \$1,000 Collision Ded: \$1,000			1000679533241	1/31/2024	1/31/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A E F	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$NIL	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	1000095605241 UXP1051292-01 P-001-001087432-02	1/31/2024 1/31/2024 1/31/2024	1/31/2025 1/31/2025 1/31/2025	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A		<input checked="" type="checkbox"/>	1000005402	6/15/2024	6/15/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Equipment Leased From Others			JHBEB23000185070	1/31/2024	1/31/2025	Any One Item/Occurrence: \$750,000 Deductible: \$250,000 Per Occurrence

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is included as additional insured with waiver of subrogation as per attached forms CG2010, CG2037, CG2001, SICA-1063, CG2404, and SICA-1020, but only if required by written contract with the named insured prior to an occurrence and subject to all policy terms and conditions. Umbrella is excess over the Commercial Auto, General Liability, and Employers Liability coverage. Waiver of Subrogation also applies to the workers compensation policy per the attached form WC040306.

APPROVED AS TO FORM
 By: *[Signature]*
MICHAEL E. GATES
 CITY ATTORNEY

CERTIFICATE HOLDER City of Huntington Beach Attn: Fire Chief 2000 Main Street Huntington Beach CA 92648	CANCELLATION CITY OF HUNTINGTON BEACH SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>[Signature]</i> Bart J. Le Fevre/KSK
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
<p>City of Huntington Beach, its officers, elected or appointed officials, employees, agents and volunteers Attn: Fire Chief 2000 Main Street Huntington Beach, CA 92648</p>	<p>As Required By Written Contract, Fully Executed Prior To The Named Insured's Work</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
<p>City of Huntington Beach, its officers, elected or appointed officials, employees, agents and volunteers Attn: Fire Chief 2000 Main Street Huntington Beach, CA 92648</p>	<p>As Required By Written Contract, Fully Executed Prior To The Named Insured's Work</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Additional premium is a percent of the California Manual Workers Compensation premium. Subject to a minimum premium charge of \$ 250 per policy

<u>Person or Organization</u>	<u>Job Description</u>
Where required by contract or written agreement prior to loss and allowed by law.	

Issued by

For attachment to Policy No. 1000005402

Effective Date 06/15/2024

Premium \$

Issued to Excalibur Well Services, Inc.

WC 04 03 06
Ed: 04/1984

Page 1 of 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LESSOR – ADDITIONAL INSURED AND LOSS PAYEE – BLANKET AMENDATORY ENDORSEMENT

Policy Number: 1000679533241

Effective Date: 01/31/2024

Named Insured: Excalibur Well Services, Inc.

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
AUTO DEALERS COVERAGE FORM

SCHEDULE

Additional Insured (Lessor):	All lessor(s) for whom coverage is required by written contract or agreement
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A. Coverage

1. Any "leased auto" will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.
2. For any "leased auto," the **Who Is An Insured** provision under **Covered Autos Liability Coverage** is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 - a. You;
 - b. Any of your "employees" or agents; or
 - c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.
3. The coverage provided under this endorsement applies to any "leased auto" until the expiration date of the applicable written contract or agreement when the lessor or his or her agent takes possession of the "leased auto," whichever occurs first.

B. Loss Payable Clause

1. We will pay, as interest may appear, you and the lessor described in this endorsement for "loss" to a "leased auto."
2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor and the lessor has rights to recover damages from another, those rights are transferred to us. The lessor must do everything necessary to secure our rights and must do nothing after "loss" to impair them.

C. Notice of Cancellation

1. If we cancel the Policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
2. If you cancel the Policy, we will mail notice to the lessor.

D. Additional Definition

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST
OTHERS TO US (BLANKET WAIVER OF SUBROGATION)
AMENDATORY ENDORSEMENT**

Policy Number: 1000679533241

Effective Date: 01/31/2024

Named Insured: Excalibur Well Services, Inc.

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

- A.** It is hereby agree that **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us** of the Business Auto Coverage Form, and **SECTION V – MOTOR CARRIER CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us** of the Motor Carrier Coverage Form are deleted in their entirety and replaced with the following:

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

However, we waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

- B.** It is hereby agreed that **SECTION IV – CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us** of the Auto Dealers Coverage Form is deleted in its entirety and replaced by the following:

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

However, we waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

This condition does not apply to damages under Paragraph C. Locations And Operations Medical Payments Coverage of Section II – General Liability Coverages.

All other terms and conditions of this Policy remain unchanged.

However, we waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

This condition does not apply to damages under Paragraph C. Locations And Operations Medical Payments Coverage of Section II – General Liability Coverages.

All other terms and conditions of this Policy remain unchanged.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Any person or organization to whom you become obligated to waive your rights of recovery against, under any contract or agreement you enter into prior to the occurrence of loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.