

**SERVICE AGREEMENT BETWEEN
THE CITY OF HUNTINGTON BEACH AND
EXCALIBUR WELL SERVICES, CORP.
FOR
CIVIC CENTER WELL ABANDONMENT**

THIS AGREEMENT (“Agreement”) is made and entered into by and between the City of Huntington Beach, a municipal corporation of the State of California, hereinafter called “City,” and Excalibur Well Services, Corporation, hereinafter referred to as “Contractor.”

Recitals

- A. The City desires to retain a Contractor having special skill and knowledge in the field of Well Abandonment.
- B. Contractor represents that Contractor is able and willing to provide such services to the City.
- C. In undertaking the performance of this Agreement, Contractor represents that it is knowledgeable in its field and that any services performed by Contractor under this Agreement will be performed in compliance with such standards as may reasonably be expected from a comparable company or firm in the field.

Contractor has been selected to perform these services pursuant to Huntington Beach Municipal Code Chapter 3.02.

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

1. Scope of Services

Contractor shall provide all services as described in Exhibit “A,” which is attached hereto and incorporated into this Agreement by this reference. These services shall sometimes hereinafter be referred to as the “Project.”

Contractor hereby designates Steve Martinez who shall represent it and be its sole contact and agent in all consultations with City during the performance of this Agreement.

2. City Staff Assistance

City shall assign a staff coordinator to work directly with Contractor in the performance of this Agreement.

3. Compensation

a. City agrees to pay, and Contractor agrees to accept as total payment for its services, the rates and charges identified in Exhibit "B." The total sum to be expended under this Agreement, shall not exceed One Million Ninety-Nine Thousand Seven Hundred Seventy Dollars (\$1,099, 770.00) during the term of this Agreement.

b. Payment by City shall be made within thirty (30) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals which may reasonably be expected by City.

c. Contractor shall be paid pursuant to the terms of Exhibit "B."

4. Term

Time is of the essence of this Agreement. The services of Contractor are to commence 02/20/2024, or as soon as practicable after the execution of this Agreement by City (the "Commencement Date") and terminate three (3) years from Commencement Date, unless terminated earlier in accordance with the provisions of this Agreement. Contract may be extended for 2 additional one-year periods if mutually agreed to in writing by both parties. The time for performance of the tasks identified in Exhibit "A" are generally to be shown in Exhibit "A." This schedule and Term may be amended to benefit the Project if mutually agreed to in writing by City and Contractor.

In the event the Commencement Date precedes the Effective Date, Contractor shall be bound by all terms and conditions as provided herein.

5. Extra Work

In the event City requires additional services not included in Exhibit "A" or changes in the scope of services described in Exhibit "A," Contractor will undertake such work only after receiving written authorization from City. Additional compensation for such extra work shall be allowed only if the prior written approval of City is obtained.

6. Disposition of Plans, Estimates and Other Documents

Contractor agrees that title to all materials prepared hereunder, including, without limitation, all original drawings, designs, reports, both field and office notices, calculations, computer code, language, data or programs, maps, memoranda, letters and other documents, shall belong to City, and Contractor shall turn these materials over to City upon expiration or termination of this Agreement or upon Project completion, whichever shall occur first. These materials may be used by City as it sees fit.

7. Hold Harmless

Contractor hereby agrees to protect, defend, indemnify and hold harmless City, its officers, elected or appointed officials, employees, agents, and volunteers from and against any and all claims, damages, losses, expenses, judgments, demands and defense costs, and consequential damage or liability of any kind or nature, however caused, including those resulting from death or injury to Contractor's employees and damage to Contractor's property, arising directly or indirectly out of the obligations or operations herein undertaken by Contractor, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including but not limited to concurrent active or passive negligence, except where caused by the active negligence, sole negligence, or willful misconduct of the City. Contractor will conduct all defense at its sole cost and expense and City shall approve selection of Contractor's counsel. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Contractor.

8. Workers Compensation Insurance

Pursuant to California Labor Code Section 1861, Contractor acknowledges awareness of Section 3700 *et seq.* of this Code, which requires every employer to be insured against liability for workers' compensation; Contractor covenants that it will comply with such provisions prior to commencing performance of the work hereunder.

Contractor shall obtain and furnish to City workers' compensation and employer's liability insurance in an amount of not less than the State statutory limits.

Contractor shall require all subcontractors to provide such workers' compensation and employer's liability insurance for all of the subcontractors' employees. Contractor shall furnish to City a certificate of waiver of subrogation under the terms of the workers' compensation and employer's liability insurance and Contractor shall similarly require all subcontractors to waive subrogation.

9. General Liability Insurance

In addition to the workers' compensation and employer's liability insurance and Contractor's covenant to defend, hold harmless and indemnify City, Contractor shall obtain and furnish to City, a policy of general public liability insurance, including motor vehicle coverage covering the Project/Service. This policy shall indemnify Contractor, its officers, employees and agents while acting within the scope of their duties, against any and all claims arising out of or in connection with the Project/Service, and shall provide coverage in not less than the following amount: combined single limit bodily injury and property damage, including products/completed operations liability and blanket contractual liability, of One Million Dollars (\$1,000,000) per occurrence. If coverage is provided under a form which includes a designated general aggregate limit,

the aggregate limit must be no less than One Million Dollars (\$1,000,000) per occurrence. If coverage is provided under a form which includes a designated general aggregate limit, the aggregate limit must be no less than One Million Dollars (\$1,000,000) for this Project/Service. This policy shall name City, its officers, elected or appointed officials, employees, agents, and volunteers as Additional Insureds, and shall specifically provide that any other insurance coverage which may be applicable to the Project/Service shall be deemed excess coverage and that Contractor's insurance shall be primary.

Under no circumstances shall said above-mentioned insurance contain a self-insured retention, or a "deductible" or any other similar form of limitation on the required coverage.

10. Automobile Liability Insurance

Contractor shall obtain and furnish to City an automotive liability insurance policy covering the work performed by it hereunder. This policy shall provide coverage for Contractor's automotive liability in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and a separate "Additional Insured Endorsement" page listing both the policy number and naming the "*City of Huntington Beach, its officers, elected or appointed officials, employees, agents and volunteers*" as additional insured on the endorsement. The above-mentioned insurance shall not contain a self-insured retention, "deductible" or any similar form of limitation on the required coverage except with the express written consent of City.

11. Certificate of Insurance

Prior to commencing performance of the work hereunder, Contractor shall furnish to City a certificate of insurance subject to approval of the City Attorney evidencing the foregoing insurance coverage as required by this Agreement; the certificate shall:

- a. provide the name and policy number of each carrier and policy;
- b. state that the policy is currently in force; and
- c. promise that such policy shall not be suspended, voided or canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice; however, ten (10) days' prior written notice in the event of cancellation for nonpayment of premium.

Contractor shall maintain the foregoing insurance coverage in force until the work under this Agreement is fully completed and accepted by City.

This requirement for carrying the foregoing insurance coverage shall not derogate from Contractor's defense, hold harmless and indemnification obligations as set forth in this Agreement. City or its representative shall at all times have the right to demand the original or a copy of the policy of insurance. Contractor shall pay, in a prompt and timely manner, the premiums on the insurance hereinabove required.

12. Independent Contractor

Contractor is, and shall be, acting at all times in the performance of this Agreement as an independent contractor herein and not as an employee of City. Contractor shall secure at its own cost and expense, and be responsible for any and all payment of all taxes, social security, state disability insurance compensation, unemployment compensation and other payroll deductions for Contractor and its officers, agents and employees and all business licenses, if any, in connection with the Project and/or the services to be performed hereunder.

13. Conflict of Interest

Contractor covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

14. Termination

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Contractor shall be entitled to receive and the City shall pay Contractor compensation for all services performed by Contractor prior to receipt of such notice of termination, subject to the following conditions:

a. As a condition of such payment, the Director may require Contractor to deliver to the City all work product completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Contractor consents the City's use thereof for such purposes as the City deems appropriate.

b. Payment need not be made for work which fails to meet the standard of performance specified in the Recitals of this Agreement.

15. Exclusivity and Amendment

This Agreement represents the complete and exclusive statement between the City and Contractor, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Contractor. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Contractor or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein.

16. Assignment

Inasmuch as to this Agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other Contractors retained by City.

17. City Employees and Officials

Contractor shall employ no City official nor any regular City employee in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement in violation of the applicable provisions of the California Government Code.

18. Notices

Any notices, certificates, or other communications hereunder shall be given either by personal delivery to Contractor's agent (as designated in Section 1 hereinabove) or to City as the situation shall warrant, or by enclosing the same in a sealed envelope, postage prepaid, and depositing the same in the United States Postal Service, to the addresses below. City and Contractor may designate different addresses to which subsequent notices, certificates or other communications will be sent by notifying the other party via personal delivery, a reputable overnight carrier or U.S. certified U.S. certified mail-return receipt requested:

To City:

City of Huntington Beach
Attn: Fire Chief
2000 Main Street
Huntington Beach, CA 92648

Contractor:

Excalibur Well Services Corporation
Attn: Steve Martinez
22034 Rosedale Highway
Bakersfield, CA 93314

19. Consent

When City's consent/approval is required under this Agreement, its consent/approval for one transaction or event shall not be deemed to be a consent/approval to any subsequent occurrence of the same or any other transactions or event.

20. Modification

No waiver or modification of any language in this Agreement shall be valid unless in writing and duly executed by both parties.

21. Section Headings

The titles, captions, section, paragraph and subject headings, and descriptive phrases at the beginning of the various sections in this Agreement are merely descriptive and are included solely for convenience of reference only and are not representative of matters included or excluded from such provisions, and do not interpret, define, limit or describe, or construe the intent of the parties or affect the construction or interpretation of any provision of this Agreement.

22. Interpretation of this Agreement

The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. If any provision of this Agreement is held by an arbitrator or court of competent jurisdiction to be unenforceable, void, illegal or invalid, such holding shall not invalidate or affect the remaining covenants and provisions of this Agreement. No covenant or provision shall be deemed dependent upon any other unless so expressly provided here. As used in this Agreement, the masculine or neuter gender and singular or plural number shall be deemed to include the other whenever the context so indicates or requires. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no right to contract, then the latter shall prevail, and the provision of this Agreement which is hereby affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

23. Duplicate Original

The original of this Agreement and one or more copies hereto have been prepared and signed in counterparts as duplicate originals, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original. Each duplicate original shall be deemed an original instrument as against any party who has signed it.

24. Immigration

Contractor shall be responsible for full compliance with the immigration and naturalization laws of the United States and shall, in particular, comply with the provisions of the United States Code regarding employment verification.

25. Legal Services Subcontracting Prohibited

Contractor and City agree that City is not liable for payment of any subcontractor work involving legal services, and that such legal services are expressly outside the scope of services contemplated hereunder. Contractor understands that pursuant to *Huntington Beach City Charter* Section 309, the City Attorney is the exclusive legal counsel for City;

and City shall not be liable for payment of any legal services expenses incurred by Contractor.

26. Confidentiality

Contractor recognizes that in the performance of its duties under this Agreement, it must conduct its activities in a manner designed to protect information of a sensitive nature from improper use or disclosure. Contractor warrants that it will use reasonable efforts consistent with practices customary in the facilities management industry in recruiting, training and supervising employees and in otherwise performing its duties hereunder in order to achieve this result. In the furtherance of this, Contractor agrees, at the request of the City, to require its employees to execute written undertakings to comply with the foregoing confidentiality provision.

27. Discrimination

Contractor shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination or other employment related activities. Contractor affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

28. Jurisdiction – Venue

This Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be government and construed in accordance with the laws of the State of California. This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

29. Professional Licenses

Contractor shall, through the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Huntington Beach and all other governmental agencies. Contractor shall notify the City immediately and in writing of her inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

30. California Prevailing Wage Law

A. The City has ascertained from the Director of Industrial Relations of the State of California the general prevailing rate of per diem wages and the general prevailing rate for legal holiday and overtime work in the locality in which the work is to be performed for each craft or type of work needed to execute this Agreement, and the same has been set forth by 14 16-5195/City Funded Construction Contract.docx – revised 04/2016 resolution on file in the office of the City Clerk of City. Contractor and any subcontractor under it shall pay not less than said prevailing wage rates to all workers employed on this public works Agreement, as required by California Labor Code Sections 1771 and 1774. In accordance with the provisions of Section 3700 of the California Labor Code, Contractor agrees to secure payment of compensation to every employee. B. Pursuant to this Agreement and in accordance with Section 1774 and 1775 of the California Labor Code, Contractor shall, as penalty to City, forfeit twenty-five dollars (\$25) for each calendar day or portion thereof for each worker paid (either by Contractor or any of its subcontractors) less than the prevailing wage rate established for that particular craft or type of work.

31. Attorney's Fees

In the event suit is brought by either party to construe, interpret and/or enforce the terms and/or provisions of this Agreement or to secure the performance hereof, each party shall bear its own attorney's fees, such that the prevailing party shall not be entitled to recover its attorney's fees from the non-prevailing party.

32. Survival

Terms and conditions of this Agreement, which by their sense and context survive the expiration or termination of this Agreement, shall so survive.

33. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the State of California.

34. Signatories

Each undersigned represents and warrants that its signature hereinbelow has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

35. Entirety

(a) The parties acknowledge and agree that they are entering into this Agreement freely and voluntarily following extensive arm's length negotiation, and that

each has had the opportunity to consult with legal counsel prior to executing this Agreement. The parties also acknowledge and agree that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by that party or anyone acting on that party's behalf, which are not embodied in this Agreement, and that that party has not executed this Agreement in reliance on any representation, inducement, promise, agreement warranty, fact or circumstance not expressly set forth in this Agreement.

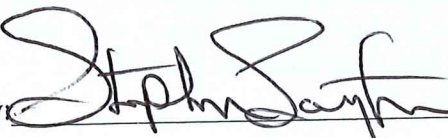
(b) All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

36. Effective Date

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers. This Agreement shall be effective on the date of its approval by the Mayor. This Agreement shall expire when terminated as provided herein.

CONTRACTOR
EXCALIBUR WELL SERVICES, CORP.

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

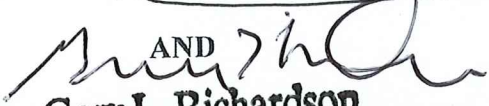
By: 

Stephen Layton
Print name

Mayor

ITS: (circle one) Chairman/President/
Vice President/ Chief Executive Officer

City Clerk

AND
By: 
Gary L. Richardson
Print name

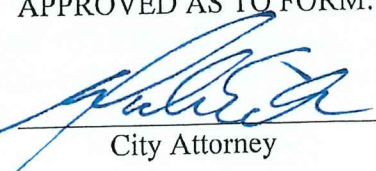
INITIATED AND APPROVED:

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



Fire Chief

COUNTERPART

APPROVED AS TO FORM:


City Attorney

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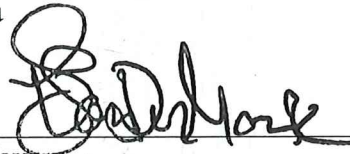
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CONTRACTOR
EXCALIBUR WELL SERVICES, CORP.

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

By: _____



Mayor

Print name

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



City Clerk *2/29/18*

AND

By: _____

INITIATED AND APPROVED:

Print name

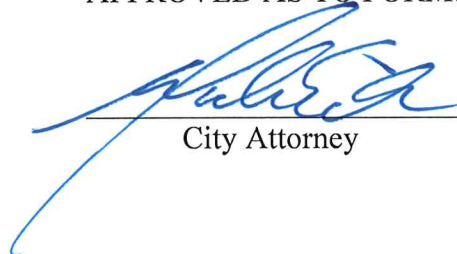
ITS: (circle one) Secretary/Chief Financial
Officer/Asst. Secretary-Treasurer



Fire Chief

COUNTERPART

APPROVED AS TO FORM:



City Attorney

REVIEWED AND APPROVED:



City Manager

COUNTERPART

EXHIBIT "A"

- A. STATEMENT OF WORK: (Narrative of work to be performed)

See attached Exhibit A.

- B. CONSULTANT'S DUTIES AND RESPONSIBILITIES:

SEE ATTACHED EXHIBIT A

- C. CITY'S DUTIES AND RESPONSIBILITIES:

- D. WORK PROGRAM/PROJECT SCHEDULE:

EXHIBIT A



Program Steps Huntington Beach Field Civic Center Lease Civic Center 1 API # 04-059-02421

- Mobilize rig and all equipment to Civic Center 1.
- Move in rig up hoist, mud pump, 2.5 power swivel, storage tank, catch tank, pipe trailer, & BOPE.
- Monitor atmosphere for H₂S, gases, and all other hazards. Monitor tubing and casing pressures. (Report to Company Representative).
NOTE: According to lease operator, all 3 wells have less than 20 psi.
- Install rod BOPE and function test (Report to Company Representative). Rig up rod equipment and lay down rod assembly on a trailer, so we may haul the rods off and properly dispose of.
- Nipple up 8" 900 series BOPE (blow out prevention equipment) with accumulator and function test BOPE per CalGEM's requirements. NOTE: Will nipple up BOPE onto an 8" non API well head. CalGEM to witness BOPE test.
- Pull out of hole with original production string. All tubing will be laid onto a pipe trailer and hauled off.

- Run in hole with 7" all weight scraper to 2175' +/- with 2-7/8" 6.5# N-80 eue tubing.
- Run in hole with 7" 20/23# bridge plug to 2175' +/- with 2-7/8" 6.5# N-80 eue tubing. Set bridge plug @ 2175' +/- and pull out of hole with tubing assembly.
- Fill 7" casing with water and monitor well for any gases. Pressure test casing to 500 psi (Report to Company Representative).
- Nipple down 6" 900 series BOPE.
- Cold cut 7" casing one foot below original well head and weld on 6" 900 series slip on well head flange. NOTE: Hot work permit will be required.
- Nipple up 6" 900 series BOPE (blow out prevention equipment) with accumulator and function test BOPE per CalGEM's requirements (Report to Company Representative). CalGEM to witness BOPE test.
- Run in hole with 7" bridge plug retrieving tool and 2-7/8" tubing to top of bridge plug @ 2175' +/- . Release bridge plug and monitor well pressure before attempting to pull out of hole (Report to Company Representative).
- Pull out of the hole with 7" bridge plug and 2-7/8" tubing assembly.
- Run in hole with 5-1/2" 15# casing spear, bumper sub, hydraulic jars, energizer, and 2-7/8" 6.5# N-80 eue tubing to the top of the 5-1/2" 15# sleeve @ 2184'. Spear in to 5-1/2" casing and work 5-1/2" casing sleeve free.

- Pull out of hole with 5-1/2" 15# casing sleeve, 2-7/8" tubing assembly. Rig up 5-1/2" casing tongs and lay down 306' (7 or 8 sticks) of 5-1/2" 15# casing on a trailer, so we may haul the casing off and properly dispose of.
- Run in hole with 4-3/4" drill bit and 2-7/8" 6.5# N-80 eue tubing while possibly having to clean out from 2950' to 4003' (Report to Company Representative). NOTE: CalGEM to witness cleanout tag.
- Rig up wireline and install wireline 2M lubricator (function test). Fill hole with water. Log (CBL) cased hole from cleanout depth to surface (Report to Company Representative). NOTE: Squeeze jobs may not be necessary based on CBL.
- Run in hole with 2-7/8" 6.5# N-80 eue open ended tubing to 4003' and rig up cement equipment. Pump class G cement from 4003' to 3403' in two 300' stages. NOTE: CalGEM to witness.
- Run in hole with 2-7/8" tubing and tag top of cement plug @ 3403' (CalGEM to witness). Rig up cement equipment and pump class G cement from 3403' to 2803' in two 300' stages. NOTE: CalGEM to witness.
- Run in hole with 2-7/8" tubing and tag top of cement plug @ 2803' (CalGEM to witness). Rig up cement equipment and pump class G cement from 2803' to 2490' in one stage. NOTE: CalGEM to witness.
- Run in hole with 2-7/8" tubing and tag top of cement plug @ 2490' (CalGEM to witness). Rig up cement equipment and pump class G cement from 2490' to 2355' in one stage. NOTE: CalGEM to witness.

- Run in hole with 2-7/8" tubing and tag top of cement plug @ 2355' (CalGEM to witness). Rig up cement equipment and pump class G cement from 2355' to 1800' in two 277.5' stages. NOTE: CalGEM to witness.
- Run in hole with 2-7/8" tubing and tag top of cement plug @ 1800' (CalGEM to witness). Rig up cement equipment and pump class G cement from 1800' to 1400' in one stage. NOTE: CalGEM to witness.
- Run in hole with 2-7/8" tubing and tag top of cement plug @ 1400' (CalGEM to witness). Pump 52 barrels of 73# 26 shear abandonment mud. Abandonment will be placed from 1400' to 150' from surface. NOTE: CalGEM to witness.
- Rig up wireline and install wireline 2M lubricator (function test). Perforate 4 half inch holes per foot from 150' to 145', 20 total shots. (Report to Company Representative).
- Run in hole with 2-7/8" tubing to 150'. Rig up cement equipment and pump class G cement from 150' to surface (inside and outside of casing. NOTE: CalGEM and Huntington Beach Fire Department to witness.
- Nipple down 8" 900 series BOPE and secure well. Rig down hoist and rig out all equipment.
- Witness cement at surface, perform leak test (?), cut casing between 5' and 10' from surface grade, tac weld metal top plate onto casing with required information, install vent cone and complete surface restoration (restore job sit). NOTE: CalGEM and Huntington Beach Fire Department to witness. **"Job Complete"**

Location Layout

Civic Center 1 – 04-059-02421

Excalibur's Best Practice is Right in / Right out when arriving and departing location.



(Safe Meeting areas and Entrances may change due to well, site, and safety considerations)

Proposed Equipment Layout

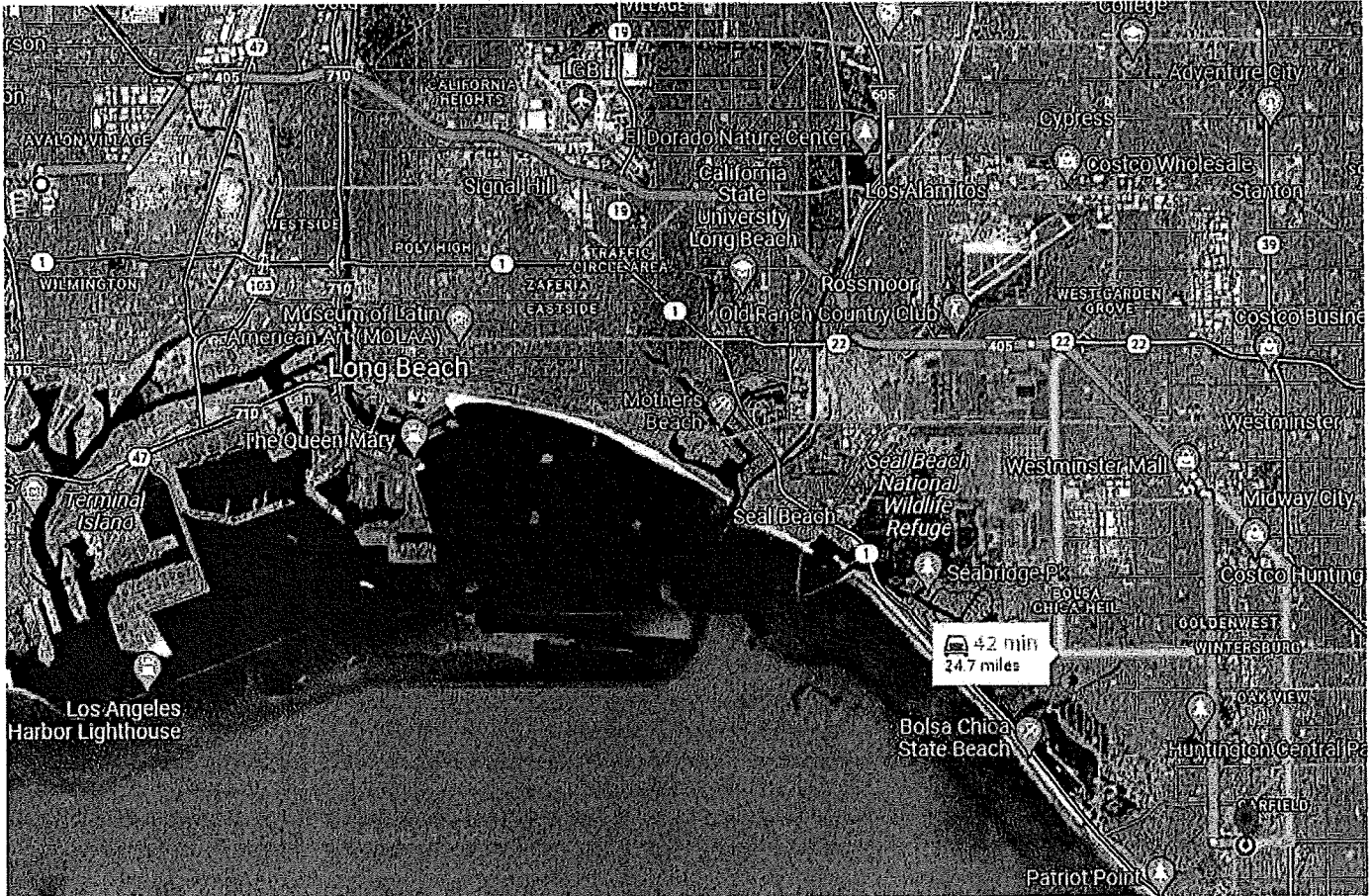
Civic Center 1 - 04-059-02421



Haul Route

Excalibur Well Service Satellite Yard to Civic Center 1

(24 miles)

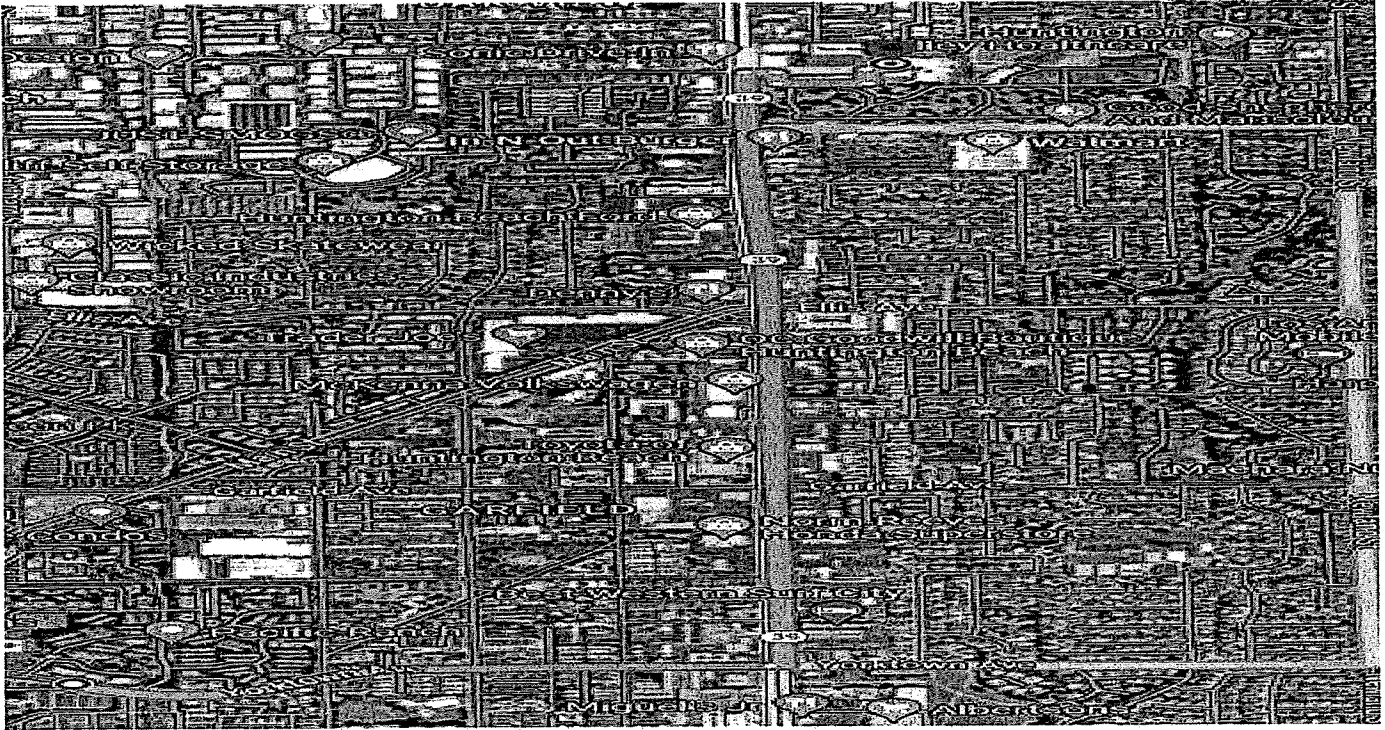


- ↑ Head west toward S Main St 50 ft
- ↪ Turn right onto main st 0.2mi
- ↪ Turn right onto E Sepulveda Blvd 1.2mi
- ↶ Turn left onto S Wilmington Ave 1.4
- ↪ Turn right onto the I-405 S ramp 0.2
- ⤴ Merge onto I-405 S
- ↶ Keep left at the fork to stay on I-405 S 2.9
- ↪ Take exit 18 for Bolsa Ave toward Goldenwest St 0.1 mi

- ↪ Keep right to stay on Exit 18 follow signs for Bolsa Ave Golden West College 0.2 mi
- ↶ Turn left onto Westminster Mall 350ft
- ↪ Turn right onto Goldentwest St 4.6
- ↶ Turn left onto Yorktown Ave 0.4mi
- ↪ Turn right onto Union Ave 50ft
- Huntington Beach Civic Center
- 2000 Main St
- Huntington Beach, Ca.

Emergency Route Civic Center 1 to nearest Hospital

(2.5 mile)



- ↑ Exit location head Northeast on Union Ave toward Yorktown Ave 50ft
- ↪ Turn right onto Yorktown Ave 0.6mi
- ↶ Turn left onto Beach Blvd 150ft
- ↪ Turn right Ronald Dr 135ft
- ↪ Turn right 171ft
- ↶ Turn left 410ft
- ↶ Turn left 207ft
- ↪ Turn right 167ft

Huntington Beach Hospital – HB Hospital

17772 Beach Blvd, Huntington Beach, Ca. 92647

Route for First Aid Civic Center 1 to CareOnSite

(25.7 miles)



↑ Exit location head Northeast on Union Ave
toward Yorktown Ave 50ft

↪ Turn right onto Yorktown Ave 0.6mi

↶ Turn left onto Beach Blvd 3.7mi

↪ Turn right onto the I-405 N ramp 0.6ft

⤴ Merge onto I-405 N 5.9mi

↶ Keep left to stay on I-405 N 14mi

↪ Take exit 36 for Main St 0.3mi

↶ Turn left onto Figueroa St 0.7mi

↪ Turn right onto W Del Amo Blvd 0.3

↪ Turn right 100ft

↶ Turn left 150ft

CareOnSite

20300c S Vermont Ave, Torrance CA 90502



WELL SERVICES CORP.

Program Steps
Huntington Beach Field
Civic Center Lease
Civic Center 2
API # 04-059-02447

- Mobilize rig and all equipment to Civic Center 2.
- Move in rig up hoist, mud pump, 2.5 power swivel, storage tank, catch tank, pipe trailer, & BOPE.
- Monitor atmosphere for H₂S, gases, and all other hazards. Monitor tubing and casing pressures. (Report to Company Representative).
NOTE: According to lease operator, all 3 wells have less than 20 psi.
- Install rod BOPE and function test (Report to Company Representative). Rig up rod equipment and lay down rod assembly on a trailer, so we may haul the rods off and properly dispose of.
- Nipple up 10" 900 series BOPE (blow out prevention equipment) with accumulator and function test BOPE per CalGEM's requirements. NOTE: CalGEM to witness.
- Pull out of hole with original production string. All tubing will be laid onto a pipe trailer and hauled off.

- Run in hole with 7-5/8" drill bit, four 4-3/4" drill collars, and 2-7/8" 6.5# N-80 eue tubing to top of 8-5/8" 32/36# casing stub @ 2550'. Enter 8-5/8" casing and continue running in hole to top of cement plug @ 2732'. Rig up 2.5 power swivel, break circulation with working mud, and clean out from 2732' to 2750'. Cement plug and wood plug from 2732' to 2750'. Cavity shot from 2743' to 2750'. Continue running in hole to top of 6-5/8" 26# casing stub @ 3265'. (Report to Company Representative).
- Run in hole with 5-5/8" drill bit, four 4-3/4" drill collars, and 2-7/8" 6.5# N-80 eue tubing to top of cement and wooden plug @ 3243'. Rig up 2.5 power swivel, break circulation with working my, and clean out from 3243' to 3265'. Tag 6-5/8" 26# casing stub @ 3265'. Enter 6-5/8" casing and continue running in hole while cleaning out to top of cement plug @ 3442' (Report to Company Representative).
- Rig up wireline and install 2M lubricator (function test). Fill hole with water. Log (CBL) cased hole from cleanout depth to surface (Report to Company Representative). NOTE: Squeeze jobs may be necessary based on top of USDW and BFW, according to estimated top of cement outside 11-3/4" casing.
- Run in hole with 2-7/8" 6.5# N-80 eue open ended tubing to 3442' and rig up cement equipment. Pump class G cement from 3442' to 3165' in one stage (estimated 100' on top of 6-5/8" stub). NOTE: CalGEM to witness.
- Run in hole with 2-7/8" tubing and tag top of cement plug @ 3165' (CalGEM to witness). Rig up cement equipment and pump class G cement from 3165' to 2732' in two 216.5' stages. NOTE: CalGEM to witness.

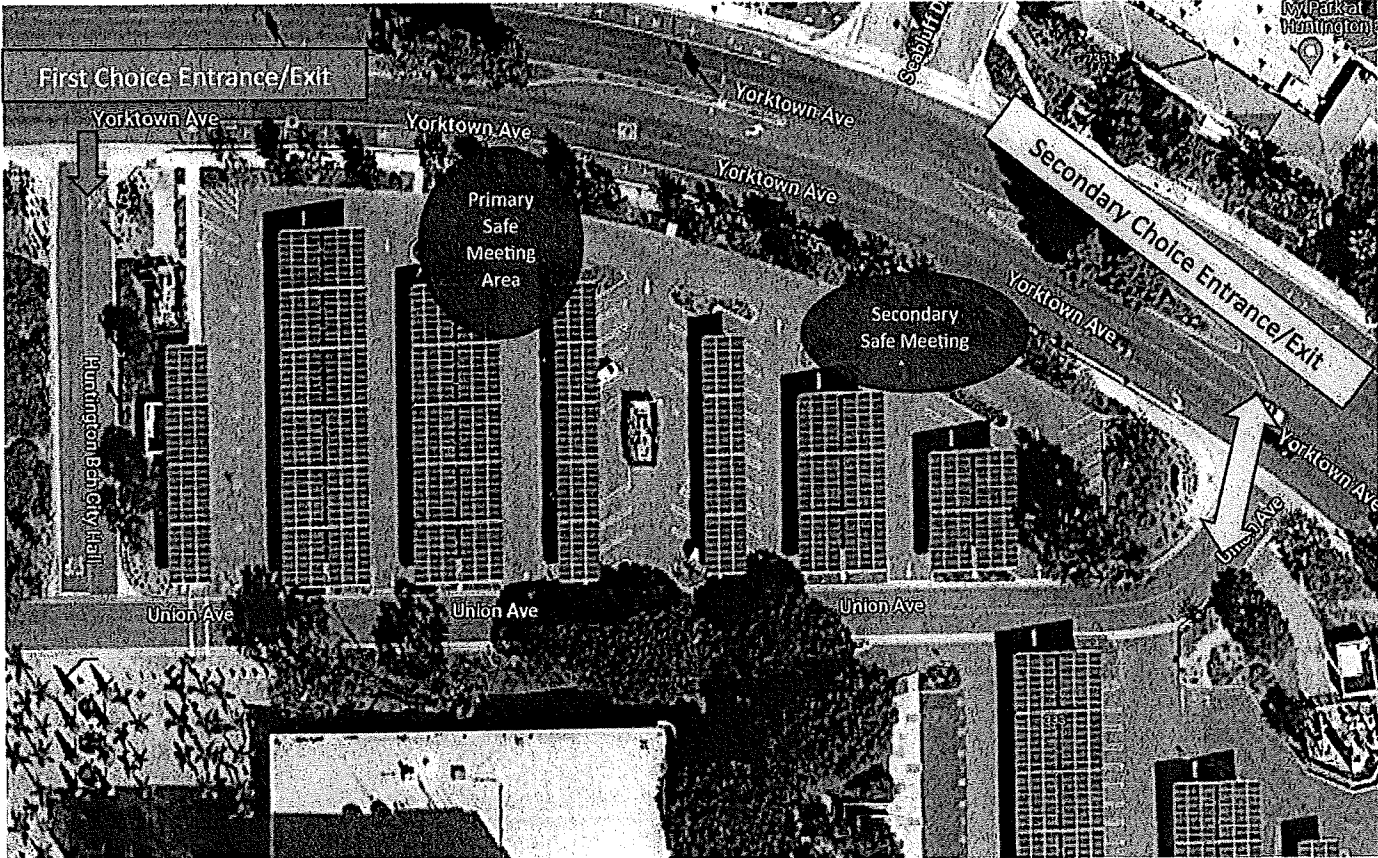
- Run in hole with 2-7/8" tubing and tag top of cement plug @ 2732' (CalGEM to witness). Rig up cement equipment and pump class G cement from 2732' to 2450' in one stage (estimated 100' on top of 8-5/8" stub). NOTE: CalGEM to witness.
- Run in hole with 2-7/8" tubing and tag top of cement plug @ 2450' (CalGEM to witness). **Pressure test casing to 500 psi.** Rig up cement equipment and pump class G cement from 2450' to 2030' in one stage (estimated top of cement on the outside of the 11-3/4" casing. NOTE: CalGEM to witness.
- Rig up wireline and install wireline 2M lubricator (function test). Perforate 4 half inch holes per foot from 1900' to 1895', 20 total shots (Report to Company Representative). CalGEM to witness.
- Run in hole with 2-7/8" tubing and tag top of cement plug @ 2030' (CalGEM to witness). Rig up cement equipment and pump class G cement from 2030' to 1800' in one stage. Braden head squeeze 100 linear feet outside 11-3/4" casing. NOTE: CalGEM to witness.
- Rig up wireline and install wireline 2M lubricator (function test). Perforate 4 half inch holes per foot from 1500' to 1495', 20 total shots (Report to Company Representative). CalGEM to witness.
- Run in hole with 2-7/8" tubing and tag top of cement plug @ 1800' (CalGEM to witness). Rig up cement equipment and pump class G cement from 1800' to 1400' in one stage. Braden head squeeze 100 linear feet outside 11-3/4" casing. NOTE: CalGEM to witness.
- Run in hole with 2-7/8" tubing and tag top of cement plug @ 1400' (CalGEM to witness). Pump 150 barrels of 73# 26 shear abandonment mud. Abandonment mud will be placed from 1400' to 150' from surface. NOTE: CalGEM to witness.

- Rig up wireline and install wireline 2M lubricator (function test). Perforate 4 half inch holes per foot from 150' to 145', 20 total shots. (Report to Company Representative).
- Run in hole with 2-7/8" tubing to 150'. Rig up cement equipment and pump class G cement from 150' to surface (inside and outside of casing. NOTE: CalGEM and Huntington Beach Fire Department to witness.
- Nipple down 10" 900 series BOPE and secure well. Rig down hoist and rig out all equipment.
- Witness cement at surface, perform leak test (?), cut casing between 5' and 10' from surface grade, tac weld metal top plate onto casing with required information, install vent cone and complete surface restoration (restore job sit). NOTE: CalGEM and Huntington Beach Fire Department to witness. **"Job Complete"**

Location Layout

Civic Center 2 – 04-059-02447

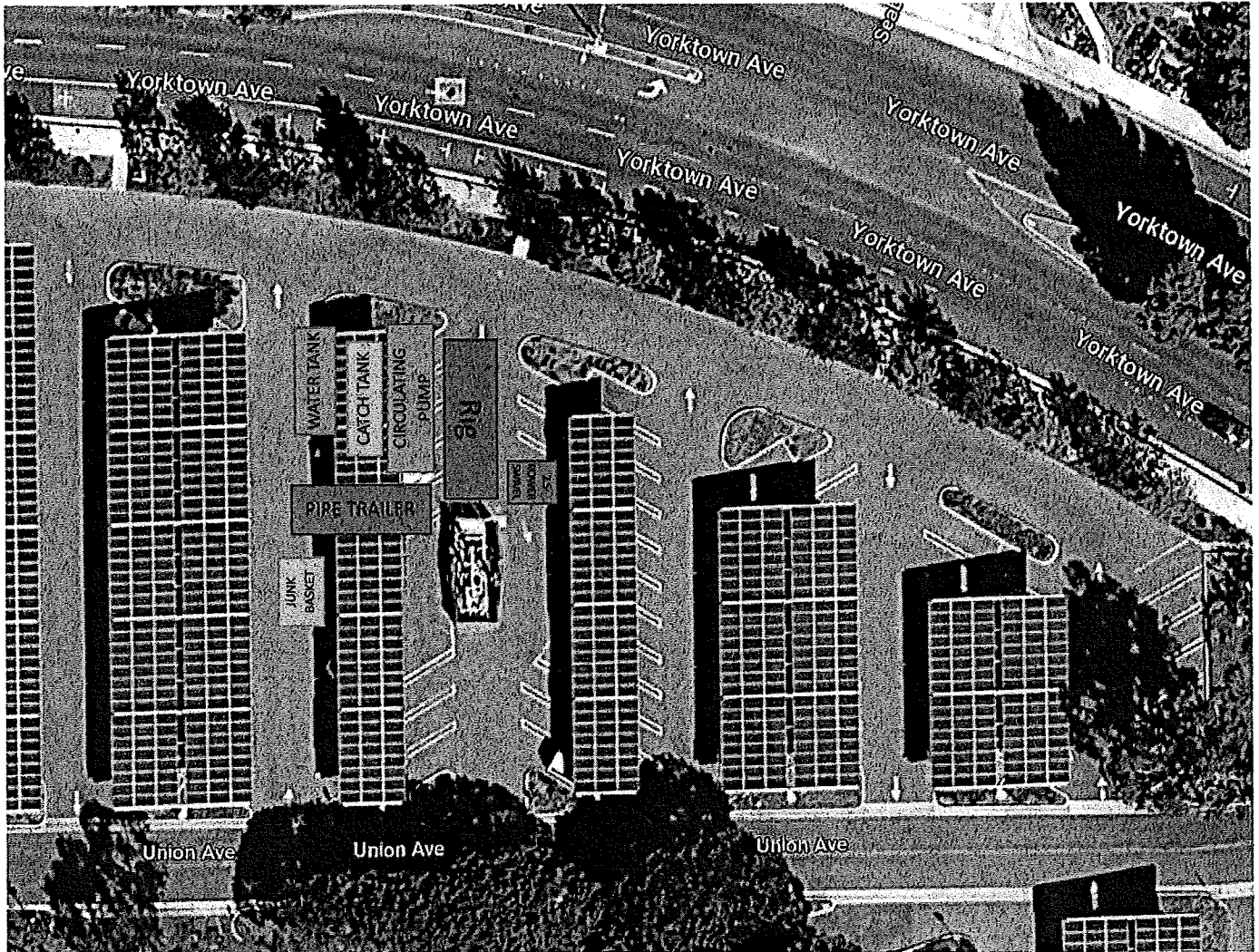
Excalibur's Best Practice is Right in / Right out when arriving and departing location.



(Safe Meeting areas and Entrances may change due to well, site, and safety considerations)

Proposed Equipment Layout

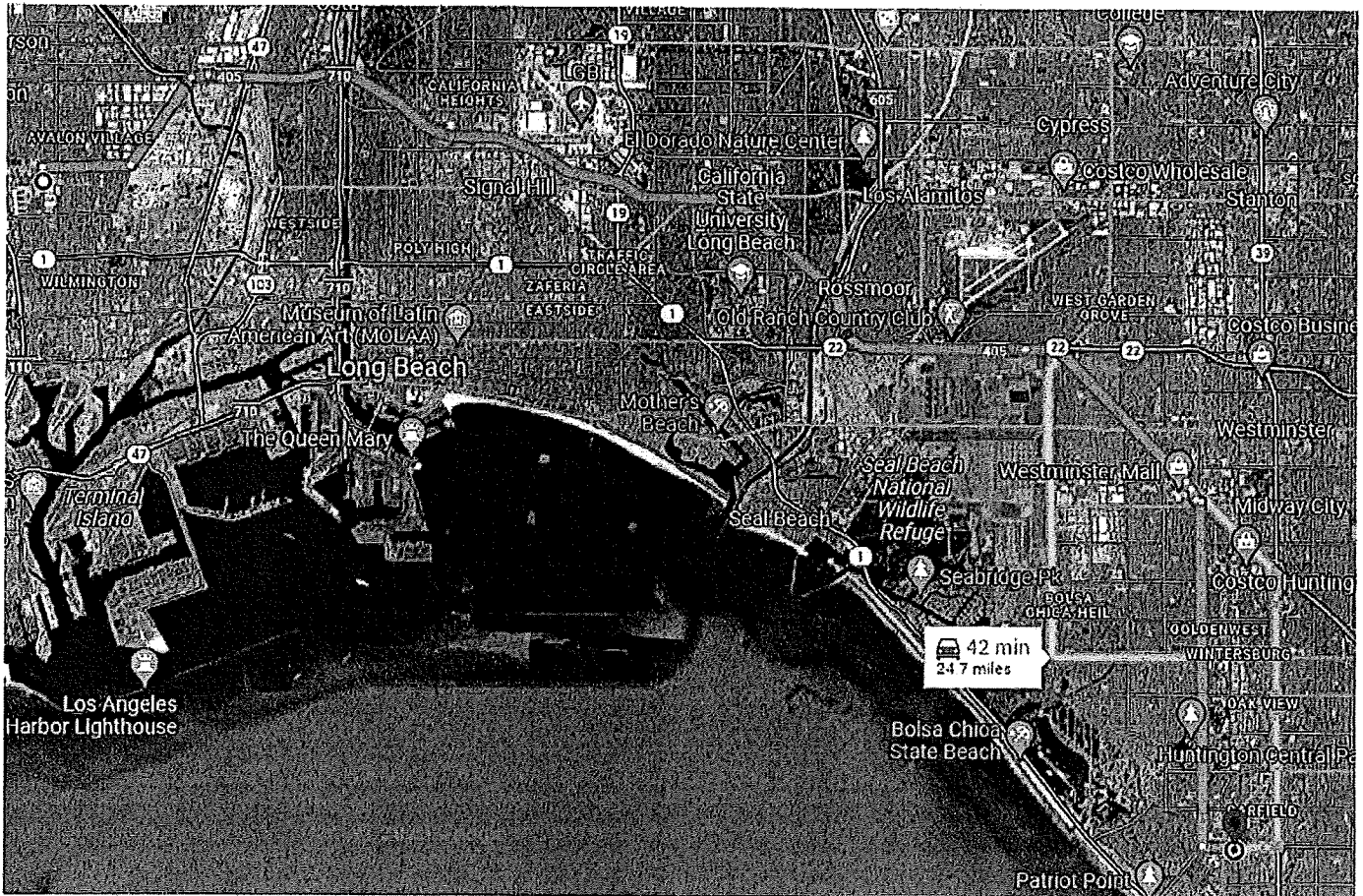
Civic Center 2 – 04-059-02447



Haul Route

Excalibur Well Service Satellite Yard to Civic Center 2

(24 miles)



- ↑ Head west toward S Main St 50 ft
- ↪ Turn right onto main st 0.2mi
- ↪ Turn right onto E Sepulveda Blvd 1.2mi
- ↶ Turn left onto S Wilmington Ave 1.4
- ↪ Turn right onto the I-405 S ramp 0.2
- ⤴ Merge onto I-405 S
- ↶ Keep left at the fork to stay on I-405 S 2.9
- ↪ Take exit 18 for Bolsa Ave toward Goldenwest St 0.1 mi

- ↪ Keep right to stay on Exit 18 follow signs for Bolsa Ave Golden West College 0.2 mi
- ↶ Turn left onto Westminster Mall 350ft
- ↪ Turn right onto Goldenwest St 4.6
- ↶ Turn left onto Yorktown Ave 0.4mi
- ↪ Turn right onto Union Ave 150ft
- ↪ Turn right left

Huntington Beach Civic Center
 2000 Main St
 Huntington Beach, Ca.

Route for First Aid Civic Center 1 to CareOnSite

(25.7 miles)



- ↑ ↑ Exit location head south towards Union Ave toward Yorktown Ave 100ft
- ↪ Turn right onto Union Ave 250ft
- ↪ Turn right onto Huntington Beach City Hall 250ft
- ↶ Turn left onto Yorktown Ave 0.3mi
- ↪ Turn right onto Goldenwest st 4.7mi
- ↪ Use the right lane to take I-405 N ramp 0.3
- ⤴ Merge onto I-405 N 14mi
- ↶ Keep left to stay on I-405 N 14mi
- ↪ Take exit 36 for Main St 0.3mi
- ↶ Turn left onto Figueroa St 0.7mi

↪ Turn right onto W Del Amo Blvd 0.3

↪ Turn right 100ft

↶ Turn left 150ft

CareOnSite

20300c S Vermont Ave, Torrance CA 90502



WELL SERVICES CORP.

Program Steps
Huntington Beach Field
Civic Center Lease
Civic Center 3
API # 04-059-02422

- Mobilize rig and all equipment to Civic Center 3.
- Move in rig up hoist, mud pump, 2.5 power swivel, storage tank, catch tank, pipe trailer, & BOPE.
- Monitor atmosphere for H₂S, gases, and all other hazards. Monitor tubing and casing pressures. (Report to Company Representative). NOTE: According to lease operator, all 3 wells have less than 20 psi.
- Install rod BOPE and function test (Report to Company Representative). Rig up rod equipment and lay down rod assembly on a trailer, so we may haul the rods off and properly dispose of.
- Nipple up 8" 900 series BOPE (blow out prevention equipment) with accumulator and function test BOPE per CalGEM's requirements. NOTE: CalGEM to witness.
- Pull out of hole with original production string. All tubing will be laid onto a pipe trailer and hauled off.
- Run in hole with 4-3/4" drill bit, four 3-1/8" drill collar, and 2-7/8" 6.5# N-80 eue tubing and clean out to top of 2-7/8" inner liner @

2345'. NOTE: Inner liner must come out before cementing the holes from 2345' to 2304' due to possibility of not being able to recover/fish inner liner.

- Run in hole with 4-11/16" overshot, four 3-1/8" drill collars, 3-1/8" hydraulic jars, energizer, and 2-7/8" 6.5# N-80 eue tubing to top of 2-7/8" inner liner @ 2345'. Engage onto 2-7/8" inner liner and work free. Pull out of hole with 2-7/8" inner liner and lay down 306' of 2-7/8" tubing (10 joints) (Report to Company Representative).
- Run in hole with 4-3/4" drill bit, four 3-1/8" drill collar, and 2-7/8" 6.5# N-80 eue tubing and clean out to top of 2-3/8" fish @ 3654'.
- Run in hole with 4-11/16" overshot, four 3-1/8" drill collars, 3-1/8" hydraulic jars, energizer, and 2-7/8" 6.5# N-80 eue tubing to top of 2-3/8" fish @ 3654'. Engage onto 2-3/8" fish and work free. Pull out of hole with 2-3/8" fish and lay down 346' of 2-3/8" tubing (11 joints) (Report to Company Representative).
- Run in hole with 4-3/4" drill bit and 2-7/8" 6.5# N-80 eue tubing and clean out to 4094'. NOTE: CalGEM to witness.
- Rig up wireline and install 2M lubricator (function test). Fill hole with water. Log (CBL) cased hole from cleanout depth to surface (Report to Company Representative).
- Run in hole with 2-7/8" 6.5# N-80 eue open ended tubing to 4094' and rig up cement equipment. Pump class G cement from 4094' to 3494' in two 300' stages. NOTE: CalGEM to witness.
- Run in hole with 2-7/8" tubing and tag top of cement plug @ 3494' (CalGEM to witness). Rig up cement equipment and pump class G

cement from 3494' to 2894' in two 300' stages. NOTE: CalGEM to witness.

- Run in hole with 2-7/8" tubing and tag top of cement plug @ 2894' (CalGEM to witness). Rig up cement equipment and pump class G cement from 2894' to 2399' in two 247.5' stages. NOTE: CalGEM to witness.
- Run in hole with 2-7/8" tubing and tag top of cement plug @ 2399' (CalGEM to witness). **Pressure test casing to 500 psi.** Rig up cement equipment and pump class G cement from 2399' to 1799' in two 300' stages. NOTE: CalGEM to witness.
- Run in hole with 2-7/8" tubing and tag top of cement plug @ 1799' (CalGEM to witness). Rig up cement equipment and pump class G cement from 1799' to 1315' in two 242' stages. NOTE: CalGEM to witness.
- Run in hole with 2-7/8" tubing and tag top of cement plug @ 1315' (CalGEM to witness). Pump 46 barrels of 73# 26 shear abandonment mud. Abandonment mud will be placed from 1315' to 150' from surface. NOTE: CalGEM to witness.
- Rig up wireline and install wireline 2M lubricator (function test). Perforate 4 half inch holes per foot from 150' to 145', 20 total shots. (Report to Company Representative).
- Run in hole with 2-7/8" tubing to 150'. Rig up cement equipment and pump class G cement from 150' to surface (inside and outside of casing. NOTE: CalGEM and Huntington Beach Fire Department to witness.
- Nipple down 8" 900 series BOPE and secure well. Rig down hoist and rig out all equipment.

- Witness cement at surface, perform leak test (?), cut casing between 5' and 10' from surface grade, tac weld metal top plate onto casing with required information, install vent cone and complete surface restoration (restore job sit). NOTE: CalGEM and Huntington Beach Fire Department to witness. **“Job Complete”**

Location Layout

Civic Center 3 – 04-059-02422

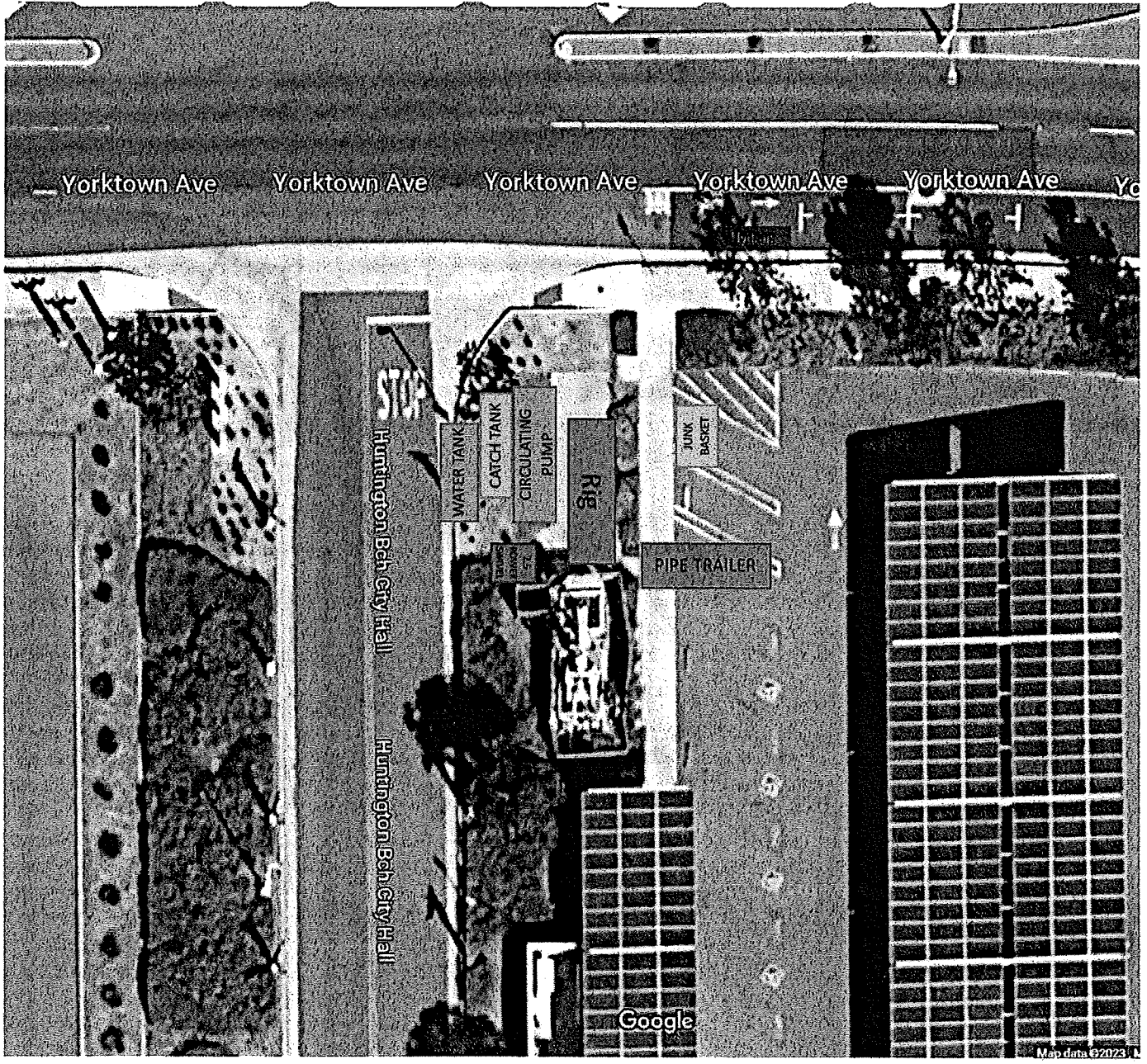
Excalibur's Best Practice is Right in / Right out when arriving and departing location.



(Safe Meeting areas and Entrances may change due to well, site, and safety considerations)

Proposed Equipment Layout

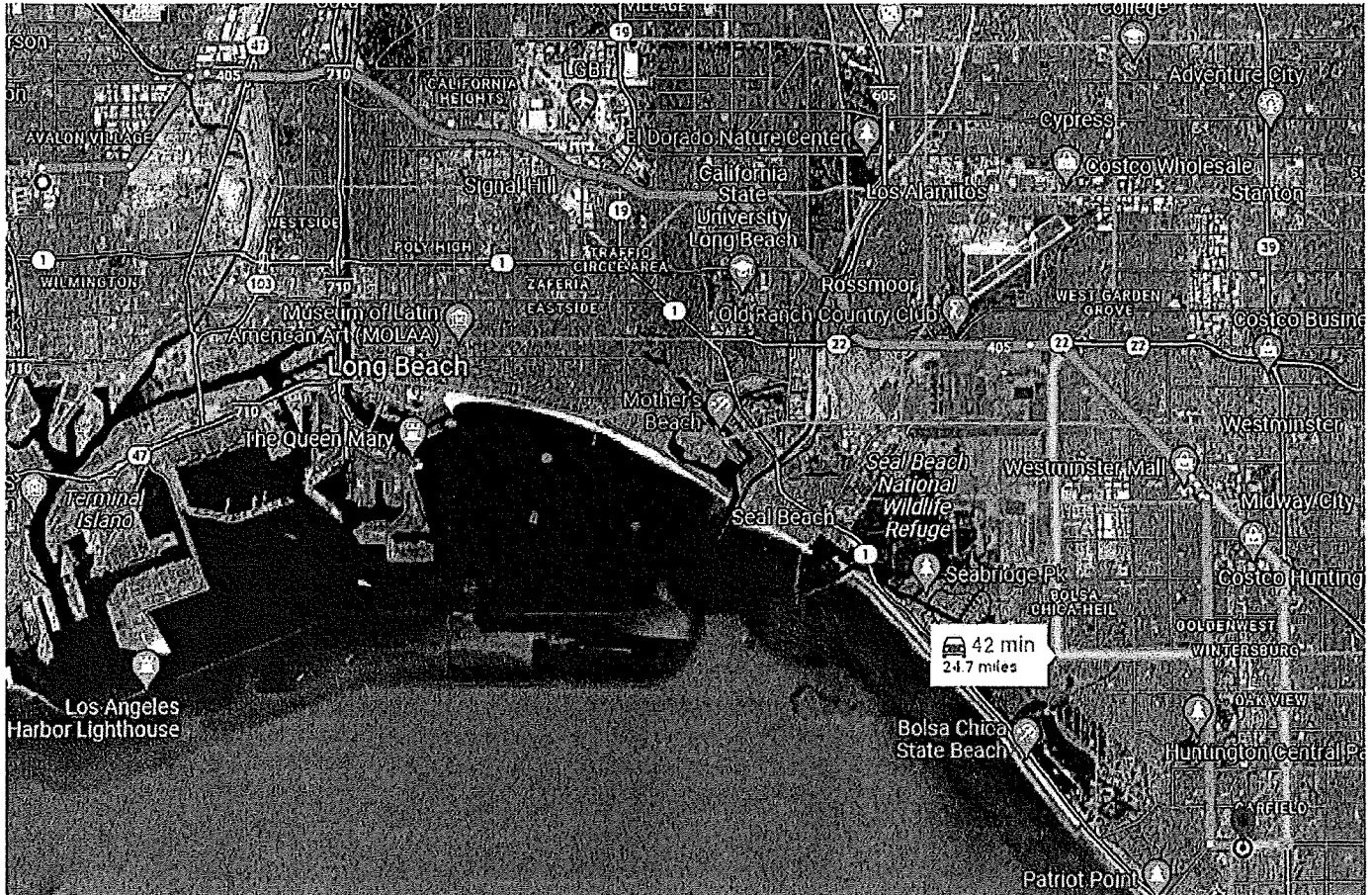
Civic Center 3 – 04-059-02422



Haul Route

Excalibur Well Service Satellite Yard to Civic Center 3

(24 miles)



↑ Head west toward S Main St 50 ft

↪ Turn right onto main st 0.2mi

↪ Turn right onto E Sepulveda Blvd 1.2mi

↶ Turn left onto S Wilmington Ave 1.4

↪ Turn right onto the I-405 S ramp 0.2

⤴ Merge onto I-405 S

↶ Keep left at the fork to stay on I-405 S 2.9

↪ Take exit 18 for Bolsa Ave toward Goldenwest St 0.1 mi

↪ Keep right to stay on Exit 18 follow signs for Bolsa Ave Golden West College 0.2 mi

↶ Turn left onto Westminster Mall 350ft

↪ Turn right onto Goldenwest St 4.6

↶ Turn left onto Yorktown Ave 0.4mi

↪ Turn right onto Huntington Beach City Hall 50ft

Huntington Beach Civic Center

2000 Main St

Huntington Beach, Ca.

Emergency Route Civic Center 3 to nearest Hospital

(2.2 mile)



↑ Exit location head north on Huntington Beach City Hall towards Yorktown Ave 50ft

↶ Turn left onto Yorktown Ave 300ft

↷ Turn right onto Main St 1.3mi

↶ Turn left onto Beach Blvd 0.7mi

↷ Turn right Ronald Dr 150ft

↷ Turn right 150ft

↶ Turn left 400ft

↶ Turn left 200ft

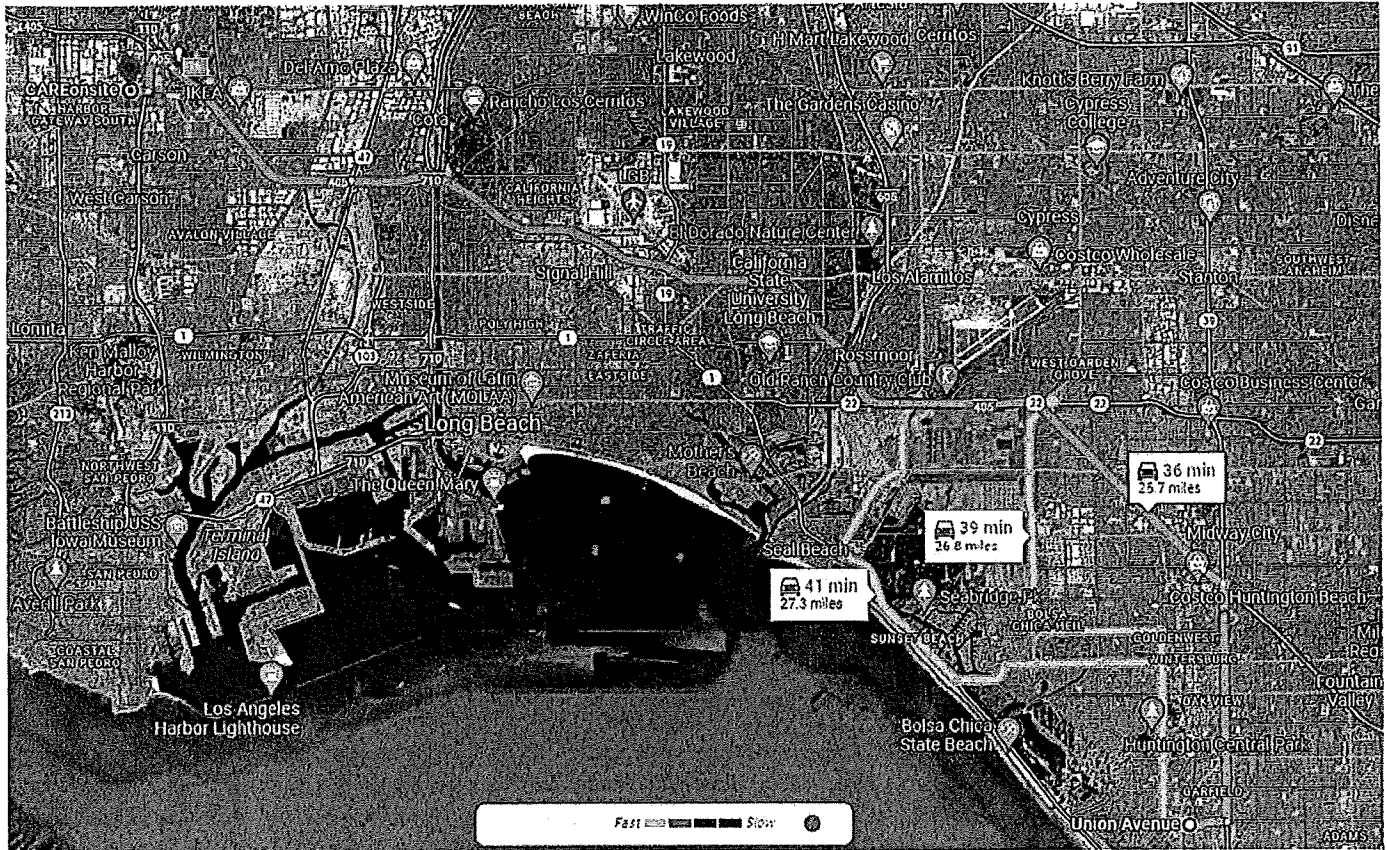
↷ Turn right 150ft

Huntington Beach Hospital – HB Hospital

17772 Beach Blvd, Huntington Beach, Ca. 92647

Route for First Aid Civic Center 1 to CareOnSite

(25 miles)



↑ Exit location head north on towards Huntington Beach City Hall towards Yorktown Ave 50ft

↶ Turn left onto Yorktown Ave 0.3mi

↷ Turn right onto Goldenwest st 4.7mi

↷ Use the right lane to take I-405 N ramp 0.3

↑ Merge onto I-405 N 14mi

↶ Keep left to stay on I-405 N 14mi

↷ Take exit 36 for Main St 0.3mi

↶ Turn left onto Figueroa St 0.7mi

↷ Turn right onto W Del Amo Blvd 0.3

↷ Turn right 100ft

↶ Turn left 150ft

CareOnSite

20300c S Vermont Ave, Torrance CA 90502

EXHIBIT "B"

Payment Schedule (Hourly Payment)

A. Hourly Rate

CONSULTANT'S fees for such services shall be based upon the following hourly rate and cost schedule:

SEE ATTACHED EXHIBIT B

B. Travel Charges for time during travel are not reimbursable.

C. Billing

1. All billing shall be done monthly in fifteen (15) minute increments and matched to an appropriate breakdown of the time that was taken to perform that work and who performed it.
2. Each month's bill should include a total to date. That total should provide, at a glance, the total fees and costs incurred to date for the project.
3. A copy of memoranda, letters, reports, calculations and other documentation prepared by CONSULTANT may be required to be submitted to CITY to demonstrate progress toward completion of tasks. In the event CITY rejects or has comments on any such product, CITY shall identify specific requirements for satisfactory completion.
4. CONSULTANT shall submit to CITY an invoice for each monthly payment due. Such invoice shall:
 - A) Reference this Agreement;
 - B) Describe the services performed;
 - C) Show the total amount of the payment due;
 - D) Include a certification by a principal member of CONSULTANT's firm that the work has been performed in accordance with the provisions of this Agreement; and
 - E) For all payments include an estimate of the percentage of work completed.

Upon submission of any such invoice, if CITY is satisfied that CONSULTANT is making satisfactory progress toward completion of tasks in accordance with this Agreement, CITY shall approve the invoice, in which event payment shall be made within thirty (30) days of receipt of the invoice by CITY. Such approval shall not be unreasonably withheld. If CITY does not approve an invoice, CITY shall notify CONSULTANT in writing of the reasons for non-approval and the schedule of performance set

forth in **Exhibit "A"** may at the option of CITY be suspended until the parties agree that past performance by CONSULTANT is in, or has been brought into compliance, or until this Agreement has expired or is terminated as provided herein.

5. Any billings for extra work or additional services authorized in advance and in writing by CITY shall be invoiced separately to CITY. Such invoice shall contain all of the information required above, and in addition shall list the hours expended and hourly rate charged for such time. Such invoices shall be approved by CITY if the work performed is in accordance with the extra work or additional services requested, and if CITY is satisfied that the statement of hours worked and costs incurred is accurate. Such approval shall not be unreasonably withheld. Any dispute between the parties concerning payment of such an invoice shall be treated as separate and apart from the ongoing performance of the remainder of this Agreement.

EXHIBIT B

Civic Center 1 - API 04-059-02421 Estimated Rig Days to Complete Abandonment: 17

(Include all taxes, surcharges, chargebacks to be added to 3rd party invoices)

(Bidders may use their own form, but it must be as detailed / more detailed than this form)

Service	Unit	Unit Cost	Units	Estimated Cost
Rig and Crew (specify staffing)	Hour	\$999	500	
1 Operator & 2 hands		\$699.00	138	\$96,462.00
Rig Safety Anchors	Job	N/A	N/A	N/A
Power Swivel	Monthly	\$5,000.00	1	\$5,000.00
BOPE (specify equipment)	Monthly			
6" 900 series		\$8,200.00	1	\$8,200.00
Mud Pump	Monthly	\$10,000.00	1	\$10,000.00
Bottom Hole Assembly (specify equip)	Job		1	
6 1/8 bit, 4 3/4 bit, 4- 4 3/4 drill collars package casing spear, bumper sub, jars & energizers, scraper, travel time and service and for 2 days	Lump Sum			
	Monthly	\$9,750.00	1	\$9,750.00
Mobilization Fee	Job	\$8,000.00	1	\$8,000.00
Diesel for equipment	Gallon	\$9.00 per gallon	138	\$1,242.00
Work String Inspection	Per Foot	N/A	N/A	N/A
Work String Rental (specify equipment)	Per Foot / Day			
2 7/8 N 80 tubing		\$0.30	34,000	\$10,200.00
Packers (specific sizes to be used)	Job			
7" 20#-23# bridge plug to install new well head		\$9,500.00	1	\$9,500.00
Surface Equipment (specify)	Month	\$2,500.00	1	\$2,500.00
Private Fencing				
Abandonment Mud / working mud	Barrel	\$23.00	265	\$6,095.00
Trash Container	Monthly	N/A	N/A	N/A
Cement Bond Log	Job	\$10,000.00	1	\$10,000.00
Perforating Job	Job	\$10,000.00	1	\$10,000.00
City Water	Gallon	\$0.18	16,800	\$3,024.00
Cement Bulk Truck	Hour	\$170.00	55	\$9,350.00
Cement Pump Truck	Hour	\$590.00	35	\$20,650.00
Cement (detail cement and additives)	Cubic Foot			
Class G Cement		\$17.00	507	\$8,619.00
Tank Rentals / storage tank & catch tank	Monthly	\$1,000.00	1	\$1,000.00
Vacuum Trucks	Hour	\$232.00	100	\$23,200.00
Mud / Fluid Disposal (end of job)	Barrel	\$23.00	544	\$12,512.00
Cellar / Pad Removal / Site Restoration	Job	\$35,871.00	1	\$35,871.00
Administrative Cost/ only on Excalibur invoices	Job	6%	\$173,678.00	\$10,420.00
Site Security	Monthly	\$3,800.00	1	\$3,800.00
Porta Potty Rental	Monthly	\$200.00	1	\$200.00
Rig Supervision	Day / Shift	\$1,200.00	17	\$20,400.00
Rig Crew Per Diem	Day / Employee	\$600.00	17	\$10,200.00
Cement Supervision	Day / Shift	\$1,200.00	7	\$8,400.00
Cement Crew Per Diem	Day / Employee	\$600.00	7	\$4,200.00
Rig Standby Charges/ only if the rig is down monday - friday	(detail)	4 hrs a day at \$699.00		
Totals				\$ 358,795.00

**BEST AND FINAL
IN UPDATED
DOCUMENT**

Civic Center 2 – API 04-059-02447 Estimated Rig Days to Complete Abandonment: 16

(Include all taxes, surcharges, chargebacks to be added to 3rd party invoices)

(Bidders may use their own form, but it must be as detailed / more detailed than this form)

Service	Unit	Unit Cost	Units	Estimated Cost
Rig and Crew (specify staffing)	Hour	\$699.00	126	\$88,074.00
Rig Safety Anchors	Job	N/A	N/A	N/A
Power Swivel	Monthly	\$5,000.00	1	\$5,000.00
BOPE (specify equipment) 10" 90Q Series	Monthly	\$8,200.00	1	\$8,200.00
Mud Pump	Monthly	\$10,000.00	1	\$10,000.00
Bottom Hole Assembly (specify equip) 6 1/8 bit, 4 3/4 bit & 4- 4 3/4 drill collar package	Job	\$5,160.00	1	\$5,160.00
Mobilization Fee / move rig to next location	Job	\$5,000.00	1	\$5,000.00
Diesel for equipment	Gallon	\$9.00	126	\$1,134.00
Work String Inspection	Per Foot	N/A	N/A	N/A
Work String Rental (specify equipment) 2 7/8 N80 Tubing	Per Foot / Day	\$0.30	30,000	\$9,000.00
Packers (specific sizes to be used)	Job	N/A	N/A	N/A
Surface Equipment (specify) Private Fencing	Month	\$2,500.00	1	\$2,500.00
Abandonment Mud / Working Mud	Barrel	\$23.00	572	\$13,156.00
Trash Container	Monthly	N/A	N/A	N/A
Cement Bond Log	Job	\$10,000.00	1	\$10,000.00
Perforating Job	Job	\$30,000.00	1	\$30,000.00
City Water	Gallon	\$0.18	16,800	\$3,024.00
Cement Bulk Truck	Hour	\$170.00	75	\$12,750.00
Cement Pump Truck	Hour	\$590.00	40	\$23,600.00
Cement (detail cement and additives) Class G Cement	Cubic Foot	\$17.00	1,387	\$23,579.00
Tank Rentals / Storage & catch tank	Monthly	\$1,000.00	1	\$1,000.00
Vacuum Trucks	Hour	\$232.00	90	\$20,880.00
Mud / Fluid Disposal (end of job)	Barrel	\$23.00	924	\$21,252.00
Cellar / Pad Removal / Site Restoration	Job	\$38,896.00	1	\$38,896.00
Administrative Cost / Only on Excalibur Invoices	Job	6%	\$191,647.00	\$11,498.00
Site Security	Monthly	\$3,800.00	1	\$3,800.00
Porta Potty Rental	Monthly	\$200.00	1	\$200.00
Rig Supervision	Day / Shift	\$1,200.00	16	\$19,200.00
Rig Crew Per Diem	Day / Employee	\$600.00	16	\$9,600.00
Cement Supervision	Day / Shift	\$1,200.00	7	\$8,400.00
Cement Crew Per Diem	Day / Employee	\$600.00	7	\$4,200.00
Rig Standby Charges/ only if the rig is down monday- friday	(detail)	4 hrs a day at \$699.00		
Totals				\$389,103.00

**BEST AND FINAL
IN UPDATED
DOCUMENT**

Civic Center 3 - API 04-059-02422 Estimated Rig Days to Complete Abandonment: 16

(Include all taxes, surcharges, chargebacks to be added to 3rd party invoices)

(Bidders may use their own form, but it must be as detailed / more detailed than this form)

Service	Unit	Unit Cost	Units	Estimated Cost
Rig and Crew (specify staffing)	Hour	\$699.00	128	\$89,472.00
Rig Safety Anchors	Job	N/A	N/A	N/A
Power Swivel	Monthly	\$5,000.00	1	\$5,000.00
BOPE (specify equipment) 6" 900 Series	Monthly	\$8,200.00	1	\$8,200.00
Mud Pump	Monthly	\$10,000.00	1	\$10,000.00
Bottom Hole Assembly (specify equip) 4 3/4" bit, 4- 3 1/8" Drill Collar package 4 11/16" overshot, bumper sub, jars & energizers, impression block, 4 3/4" concave mill & service man	Job	\$20,227.00	1	\$20,227.00
Mobilization Fee/ Back to yard	Job	\$10,000.00	1	\$10,000.00
Diesel for equipment	Gallon	\$9.00	128	\$1,152.00
Work String Inspection	Per Foot	\$1.30	4094	\$5,322.00
Work String Rental (specify equipment)	Per Foot / Day	\$0.30	32087	\$9,626.00
Packers (specific sizes to be used)	Job	N/A	N/A	N/A
Surface Equipment (specify) Private Fencing	Month	\$2,500.00	1	\$2,500.00
Abandonment Mud/ Working Mud	Barrel	\$23.00	261	\$6,003.00
Trash Container	Monthly	N/A	N/A	N/A
Cement Bond Log	Job	\$10,000.00	1	\$10,000.00
Perforating Job	Job	\$10,000.00	1	\$10,000.00
City Water	Gallon	\$0.18	16,800	\$3,024.00
Cement Bulk Truck	Hour	\$170.00	45	\$7,650.00
Cement Pump Truck	Hour	\$590.00	30	\$17,700.00
Cement (detail cement and additives) Class G Cement	Cubic Foot	\$17.00	535	\$9,095.00
Tank Rentals	Monthly	N/A	N/A	N/A
Vacuum Trucks	Hour	\$232.00	90	\$20,880.00
Mud / Fluid Disposal (end of job)	Barrel	\$23.00	490	\$11,270.00
Cellar / Pad Removal / Site Restoration	Job	\$38,896.00	1	\$38,896.00
Administrative Cost / Only on Excalibur Invoices	Job	6%	\$204,252.20	\$12,255.00
Site Security	Monthly	\$3,800.00	1	\$3,800.00
Porta Potty Rental	Monthly	\$200.00	1	\$200.00
Rig Supervision	Day / Shift	\$1,200.00	16	\$19,200.00
Rig Crew Per Diem	Day / Employee	\$600.00	16	\$9,600.00
Cement Supervision	Day / Shift	\$1,200.00	6	\$7,200.00
Cement Crew Per Diem	Day / Employee	\$600.00	6	\$3,600.00
Rig Standby Charges/ Only if the rig is down monday - friday	(detail)	4 hrs a day @ \$699.00		
Totals				\$351,872.00

**BEST AND FINAL
IN UPDATED
DOCUMENT**

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
-------------------------------------	--

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

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

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.

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. 100 0005402

Effective Date 06/15/2023

Premium \$

Issued to Excallbur Well Services, Inc.

WC 04 03 06
Ed: 04/1984

Page 1 of 1

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
City of Huntington Beach, its officers, elected or appointed officials, employees, agents and volunteers Attn: Fire Chief 2000 Main Street Huntington Beach, CA 92648	As Required By Written Contract, Fully Executed Prior To The Named Insured's Work

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

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
City of Huntington Beach, its officers, elected or appointed officials, employees, agents and volunteers Attn: Fire Chief 2000 Main Street Huntington Beach, CA 92648	As Required By Written Contract, Fully Executed Prior To The Named Insured's Work
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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.

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 October 1st, 2024.

EXCALIBUR WELL SERVICES, CORP

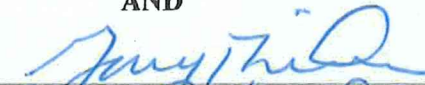
By: 
Steve Layton
print name

ITS: (circle one) Chairman President Vice President

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

Mayor

AND

By: 
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



COUNTERPART

2. REAFFIRMATION

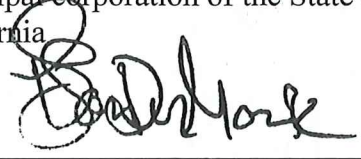
Except as specifically modified herein, all other terms and conditions for the Original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers on October 1st, 2024.

EXCALIBUR WELL SERVICES, CORP

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

By: _____



print name

Mayor

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

AND



City Clerk

By: _____

10/9/24

print name

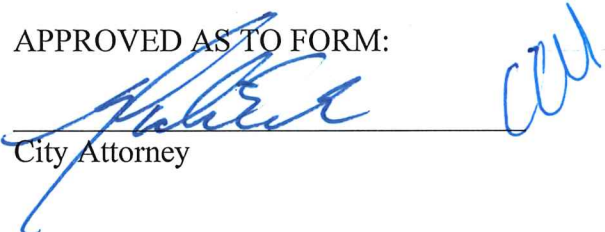
INITIATED AND APPROVED:



Fire Chief

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

APPROVED AS TO FORM:



City Attorney

COUNTERPART

V.C.K.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/11/2024

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 FAX (A/C No.): 949-600-7998 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Excalibur Well Services, Inc. 22034 Rosedale Hwy Bakersfield CA 93314		INSURER A: Starr Indemnity & Liability Company 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	ADJL SUBR INSD 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 (Eg occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/PROP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> AUTOS ONLY <input checked="" type="checkbox"/> Comp Ded: \$1,000 Collision Ded: \$1,000	<input type="checkbox"/> <input type="checkbox"/>	1000679533241	1/31/2024	1/31/2025	COMBINED SINGLE LIMIT (Eg accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A E F	<input checked="" type="checkbox"/> UMBRELLA LIAB <input 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 \$ <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> <input type="checkbox"/>	1000005402	6/15/2024	6/15/2025	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	<input type="checkbox"/> <input type="checkbox"/>	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, CG2104, 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 **CANCELLATION** **CITY OF HUNTINGTON BEACH**

City of Huntington Beach Attn: Fire Chief 2000 Main Street Huntington Beach CA 92648	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
City of Huntington Beach, its officers, elected or appointed officials, employees, agents and volunteers Attn: Fire Chief 2000 Main Street Huntington Beach, CA 92648	As Required By Written Contract, Fully Executed Prior To The Named Insured's Work
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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.

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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

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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:

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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

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LESSOR – ADDITIONAL INSURED AND LOSS PAYEE – BLANKET AMENDATORY ENDORSEMENT

Policy Number: 1000679533241

Effective Date: 01/31/2024

Named Insured: Excallibur 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

A. Coverage

- Any "leased auto" will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.
- 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:
 - You;
 - Any of your "employees" or agents; or
 - 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.
- 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

- We will pay, as interest may appear, you and the lessor described in this endorsement for "loss" to a "leased auto."
- The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
- 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

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

**COMMERCIAL AUTO
SICA-1020 (0919)**

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.