

**SERVICE AGREEMENT BETWEEN  
THE CITY OF HUNTINGTON BEACH AND  
O.C. VACUUM, INC.  
FOR  
CIVIC CENTER LEASE CLOSURE**

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 O.C. Vacuum, Inc., a California Corporation, hereinafter referred to as “Contractor.”

**Recitals**

- A. The City desires to retain a Contractor having special skill and knowledge in the field of Hazardous Substances Removal and Remedial Actions.
- 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 David Carrasco 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 Four Hundred Five Thousand Five Hundred Fourteen Dollars (\$405,514.00) 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 \_\_\_\_\_, 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:

O.C. Vacuum, Inc.  
Attn: David Carrasco  
9635 Santa Fe Springs Rd.  
Santa Fe Springs, CA 90670

**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. 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.

**31. Survival**

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

**32. Governing Law**

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

**33. 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.

**34. 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.

**35. 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  
O.C. VACUUM, INC.

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

**AND**

By: \_\_\_\_\_

INITIATED AND APPROVED:

\_\_\_\_\_  
Print name

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

\_\_\_\_\_

Fire Chief

APPROVED AS TO FORM:

\_\_\_\_\_

City Attorney

REVIEWED AND APPROVED:

\_\_\_\_\_

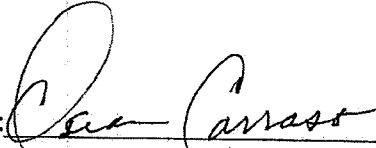
City Manager

**35. 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  
O.C. VACUUM, INC.

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

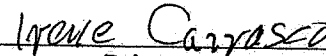
By: 

OSCAR CARRASCO

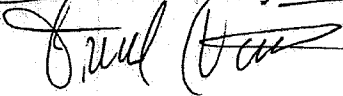
Print name

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

AND

By:   
Print name

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



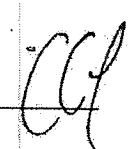
\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

INITIATED AND APPROVED:

  
Fire Chief

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney 

REVIEWED AND APPROVED:

\_\_\_\_\_  
City Manager

**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

# City of Huntington Beach



**Request for Proposals No. 23-0915-3**

## **CIVIC CENTER LEASE CLOSURE**

RFP Due Date: Friday, September 15, 2023 by 4:00pm

RFP Administrator: Jennifer Anderson, Senior Buyer

Jennifer.Anderson@surfcity-hb.org

Submitted By:



**O.C. VACUUM**  
Environmental Services

PO Box 91951  
City of Industry, CA 91715  
Toll Free: (877) 984-8178  
Phone: (562) 984-8178  
Fax: (562) 984-7559

9635 Santa Fe Springs, Ca. 90670 562.984.8178 Fax 562.984.7559

# O.C. VACUUM

Environmental Services

To Whom It May Concern,

O.C. Vacuum, Inc. is a fully licensed, General A Contractor with a Certification in Hazardous Substances Removal and Remedial Actions. O.C. Vacuum, founded by Oscar Carrasco in 1978, is a California Corporation and a certified SBE (Small Business Enterprise) and WMBE (Woman/Minority Business Enterprise), providing 24-hour emergency response, over the water spill response, storm water services, and hazardous and non-hazardous waste remediation, transportation services, well abandonment and Lease closure.

O.C. Vacuum, Inc. is focused on providing effective and sustainable environmental services and solutions serving businesses, large and small, as well as state and federal agencies. With over 44 years of waste remediation and transportation experience, O.C. Vacuum prides itself in providing quality and reliable service to our customers.

O.C. Vacuum, Inc.'s fleet is unmatched, new; clean air certified equipment ensures our ability to handle any project, at any time. Employees are 40-Hour HAZWOPER Certified, Confined Space Certified, Confined Space Rescue Certified, and TWIC (Transportation Worker Identification Credential) Certified. We are confident that with our experienced workforce, we will be able to service your needs with consistency and a high level of professionalism.

O.C. Vacuum, Inc. is committed to keeping our land, lakes, rivers, and coastal waters protected. With a knowledgeable workforce, and a great support staff we are able to stay competitive and well informed in this ever-changing, dynamic industry. Our team is prepared to respond to your waste management and emergency response needs both effectively and efficiently, 24 hours a day, 7 days a week. All work shall be done by O.C. Vacuum, Inc. no subcontractors will be needed.

## Scope

O.C. Vacuum, Inc. agrees to provide to the city all materials, equipment, labor, travel, and services to abandon facilities according to specifications listed in the Well Conditions and Abandonments Specifications. We agree to start work no later than (30) days after City approval, or mutually agreed upon time and to complete the work by the end of contract term.

Well work and services shall be performed on the Civic Center lease located at 2000 Main Street, Huntington Beach, California as well the public right away from the Civic Center to the Miley Keck Tank Farm. See specific well locations in the Well Conditions and Abandonments Specifications

Work shall not commence until:

1. The Contract has been awarded, executed, and approved by the City.
2. All California Geologic Energy Management Division (Cal-GEM) and Huntington Beach Fire Department permits have been obtained by the Contractor and made available to the City upon request.

9635 Santa Fe Springs, Ca. 90670 562.984.8178 Fax 562.984.7559

The operating hours shall be no earlier than 7:00am and no later than 7:00pm due to well proximity to residents. The activity shall comply with the noise control requirements stated in Section 8.40.090(D) of the Huntington Beach Municipal Code.

#### **City of Huntington Beach Civic Center Facilities Location:**

The Civic Center facilities are located just north of Civic Center 1 in the parking lot of the City of Huntington Beach Civic Center, located at 2000 Main Street, Huntington Beach, CA 92648. The scope includes the removal or abandonment of flowlines and pipelines that connect the three oil wells to the Miley Keck Tank Farm.

Condition: The facilities are Active [Shut-In (non-operating)]. Equipment: Flowlines: Civic Center 2 and 3 connect to the manifold adjacent to Civic Center 1 Gas Lines: Civic Center 2 and 3 connect to the manifold adjacent to Civic Center 1 Gathering Line: Civic Center 1 to Miley Keck Tank Farm Gas Separator 1: Located adjacent to the Civic Center 1 Gas Separator 2: Located adjacent to the Civic Center 1 Ball Separator: Located adjacent to the Civic Center 1 Gas Release Vent: Located adjacent to the Civic Center 1

The following operations will be performed to remove and dispose of the Civic Center lease facilities:

1. All tanks, vessels, above-ground pipelines, debris, and other facilities shall be decommissioned and removed. Toxic or hazardous materials shall be removed and disposed of in accordance with Department of Toxic Substances Control requirements.
  - a. LEL meter will be used to monitor air around work area.
  - b. Vacuum truck will be used to pump liquids from tanks, Vessels and pipelines.
  - c. Technicians will unbolt flanges to drain any liquids from pipelines in to vacuum truck. When necessary, pipes may be cold cut to drain and remove, then loaded into scrap bin. Tanks will be emptied, and pressure washed (hot water) till LEL is at 0%. Tanks will then be disconnected and removed for scrap.
  - d. All tanks, vessels and pipelines will be hot water washed to the extend that they will be excepted at the metal recycler.
  - e. All liquids will be profiled, manifested and hauled to Disposal facility.
  - f. Break and remove all concrete and asphalt associated with tanks, vessels and pipelines then loaded into roll-off bins and hauled to concrete recycler.
  
2. O.C. Vacuum, Inc. will conduct daily tailgate safety meeting with all crew members. Topics shall include trip, slip, and fall, proper PPE, chemical awareness, safe driving protocols, emergency driving procedures in case of an accident, and evacuation procedures in case of a natural disaster. The meeting will be noted on the tailgate safety meeting form, along with the names and signatures of all personnel present. All O.C. Vacuum, Inc. personnel are confine space and rescue trained. All drivers and technical have 40hour haz-mat training.

Construction shall be conducted, with minimum practicable surface disturbance.

## LEASE RESTORATION GUIDELINES

Lease restoration leaves the site in a condition that blends with and is compatible with the surrounding land. It involves the plugging and abandonment of wells, and the removal of all surface facilities and oilfield related refuse from the property. Unless required in Well Conditions and Abandonment Specifications section, the City does not require the re-grading of well sites to match surrounding land contours, reseeding, or removal of roads. Restoration shall include compliance with Section 15.32.060 of the Huntington Beach Oil Code and include the following:

1. Construction, with minimum practicable surface disturbance, of temporary vehicle access to all wells and facilities.

2. Removal of any identifiable drums of chemicals that may be on the lease.

a. O.C. Vacuum Inc. is a license hazardous waste transporter. All drums will be profiled and manifested for proper disposal.

3. Sampling and running sufficient tests on unknown fluids remaining in tanks, sumps and other containers, as directed, to categorize their contents as hazardous or nonhazardous as defined in Section 25117, Division 20, Chapter 6.5, of the California Health and Safety Code.

a. On Site Haz cat of unknown fluids and solids from tanks, sumps, and containers. Materials will be profiled and manifest for proper disposal.

4. Sampling and running agricultural geochemical water analysis of produced water in tanks/sumps, as directed, if the water will not be disposed of on site.

a. Produced water will be profiled and manifested for off site disposal.

5. Proper disposal of all produced water. (Sell/ship all oil, if applicable, retain invoices.)

6. Sampling of sump sludge, tank bottoms, unknown fluid filled drums, and facilities, as directed, for hazardous materials.

a. On Site Haz cat of unknown fluids and solids from tanks, sumps, and containers. Materials will be profiled and manifest for proper disposal.

7. The performance of subsurface well work, removal of surface facilities not requiring the results of the laboratory analysis, and cleanup of oilfield refuse. Refuse and facilities removal includes, but is not limited to, removal of all: surface flowlines, electrical lines and power poles to the utility company meter, and production facilities and equipment.

8. Dispose or road mix tank bottoms and sump sludge if laboratory results show wastes are non-hazardous. Hazardous wastes must be disposed of in accordance with DTSC requirements.

9. Hazardous wastes must be disposed of in an appropriate manner.

a. All waste will be profiled and manifested for disposal per DTSC requirements

10. Purging of oil from all buried pipelines and filling them with inert an inert fluid and verifying that the purged oil and fluid has exited the pipeline and performing the proper collection and disposal.

The pipelines serving the three Civic Center lease wells shall be drained of fluids and cleaned. a. Vacuum truck will pump all fluids from pipelines flushing with hot water. Fluids will be profiled and manifested for proper disposal.

The portions of these pipelines, including underground lines, within the property shall be removed,

- a. Above and underground lines will be excavated and removed to scrap bin. If needed we may vacuum excavate underground pipelines if near any utilities that are suspected in the area.

and the portions of the pipelines located outside of the property shall be filled with controlled low strength material (CLSM). The ends of the lines shall be capped as per industry standards. The gathering line used to transfer oil and water to the Miley Keck Tank Farm (MKTF) shall be drained of fluids and cleaned. Portion of this gathering line within the Civic Center parking lot shall be removed. The Civic Center parking lot end of this gathering line shall be capped as per industry standards.

- a. Lines will be fitted with 2" valves on both ends to fill pipelines with cement slurry using a cement pumper, cement truck and vacuum truck to pump till lines are full. All lines outside of property will be capped.

11. Complete the restoration and contact Cal-GEM for approval of work. Note: It is the responsibility of the Contractor to complete a satisfactory lease restoration per the Lease Restoration Guidelines

## References:

1. Excalibur Well Service  
22034 Rosedale Hwy.  
Bakersfield, Ca. 93314  
Kevin Araebaio (661) 978-1457  
Well service support Vacuum trucks, roll-off trucks, Backhoe, cellar demo, vapor cone placement.
2. Rival Well Service  
18812 Highway 65  
Bakersfield Ca. 93308  
Bob Gracin (661) 978-1461  
Well service support Vacuum trucks, roll-off trucks, Backhoe, cellar demo, vapor cone placement
3. Craig Krummrich  
1536 Eastman Ave.B  
Ventura, Ca. 93003  
Phone (805) 766-1611  
Huntington Beach project Removed Process tanks, pump jack, pipelines and placed vapor cone.
4. Galitzen Properties  
315 3<sup>rd</sup> St.  
Huntington Beach Ca. 92648  
Don Galitzen (714) 362-4651  
Well service support Vacuum trucks, roll-off trucks, Backhoe, cellar demo, vapor cone placement

# Pricing

## PRICING SHEET

A Bid Sheet and Response shall be submitted with your bid package in the format below. By submitting a bid, the Bidder is accepting the terms and conditions contained in this solicitation. The Bidder hereby proposes and agrees to furnish all labor, materials, travel, and equipment, to perform all work described herein, and such addenda thereto as may be issued prior to the submission deadline. The Bidder is required to bid on each item. Failure to indicate a dollar amount for any item may be grounds to reject the bid. A zero-dollar (\$0.00) amount listed for any item will be interpreted and understood by the City to mean that the Bidder is indicating a zero-dollar (\$0.00) amount and will perform any such services indicated at no cost to the City. In the event of a computational error, individual line-item prices will prevail over extended totals. The City will check bid calculations and recalculate bid totals. The net cost is calculated by subtracting the salvage value from the total cost. The total net sum is calculated by adding the total of all net costs.

Project Manager Title: David Carrasco/General Manager - Civic Center

Operator	Lease	Well	API	Total Cost, \$	Salvage Value, \$	Net Cost, \$
City of HB	Civic Center	Removal of Facilities		\$205,617.30	0	\$205,617.30
City of HB	Civic Center	Lease Restoration		\$199,896.70	0	\$199,896.70

The award will be determined based upon the lowest Total Net Sum bid for all work after incentives and preferences have been applied.

Printed Name: David Carrasco

Title: General Manager

Signature: 

Company: O.C. Vacuum, Inc.

Email address: davidc@oc-vac.com

## Licenses & Permits

O.C. Vacuum, Inc.'s equipment and personnel are fully permitted to handle, package, transport, and dispose of various non-hazardous and hazardous waste streams in the State of California.

Copies of all licenses & permits listed below are kept on file and available upon request.

1. State of California Contractors State License Board Number: 706710; General A Contractor; Hazardous Substances Removal and Remedial Actions Certification
2. State of California Department of Fish and Wildlife OSRO Rating Later
3. State of California Department of Fish and Wildlife Certificate of Financial Responsibility (OSRO) Certificate #3-2474-00-026
4. State of California Department of Fish and Wildlife Mobile Transfer Unit Facility Contingency Plan Approval #T4-20-3223
5. United States Coast Guard Facility Response Plan Approval
6. Department of Toxic Substances Control – Hazardous Waste Transporter Registration #0420
7. State of California Department of California Highway patrol – Hazardous Materials Transportation License #54136 Control #206604 CHP Carrier #519
8. State of California Department of Motor Vehicles – Motor Carrier Permit #0000519
9. U.S. Department of Transportation – Hazardous Materials Certificate of Registration Reg. #050712 553 091UW; HM Company ID #057340
10. Alliance for Uniform HazMat Transportation Procedures ID #UPM-498967-NV
11. State of California Department of Resources Recycling and Recovery – Registered Waste Tire Hauler #1489835
12. United States Environmental Protection Agency – Notification of PCB Activity TSCA #CAW000000729
13. City of Long Beach, Certified United Program Agency Permit #HC00002650
14. State of California Health and Human Services Agency, Department of Health Services – Medical Waste Transporter #420
15. Department of Public Health Medical Waste Management Program – Trauma Scene Waste Management Practitioner #260
16. County of Los Angeles – Public Health License – Sewage Pumper Truck License
17. California Environmental Protection Agency Air Resources Board – Certificate of Reporting Completion Truck and Bus Regulation ID #39875
18. Federal Motor Carrier – Motor Carrier Permit No. MC257168
19. Environmental Protection Agency - EPA ID No. CAT080032253
20. Huntington Beach Business Lic.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/28/2022

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).

<b>PRODUCER</b> Bolton Insurance Services LLC 3475 E. Foothill Blvd., Suite 100 Pasadena, CA 91107  www.boltonco.com                      6004772	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (626) 799-7000      FAX (A/C, No): (626) 583-2117 E-MAIL ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b> NAIC #	
<b>INSURED</b> O.C. Vacuum Inc. P.O. Box 91951 City of Industry CA 91715	<b>INSURER A:</b> Greenwich Insurance Company                      22322	
	<b>INSURER B:</b> XL Insurance America, Inc.                      24554	
	<b>INSURER C:</b> Indian Harbor Insurance Company                      36940	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		

**COVERAGES**

CERTIFICATE NUMBER: 72152722

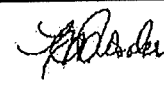
REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL 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"/> Ded \$2,000  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		GEC300138905	1/1/2023	1/1/2024	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
							\$
B	AUTOMOBILE LIABILITY		AEC005115105	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
C	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY		AEC005115205			BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
						Comp/Coll Deductible	\$ \$2,000
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		UEC005115305	1/1/2023	1/1/2024	EACH OCCURRENCE	\$ 10,000,000
						AGGREGATE	\$ 10,000,000
							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y    N/A	WEC300139005	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
						E.I. EACH ACCIDENT	\$ 1,000,000
						E.I. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.I. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Pollution Liability		PEC00511930	1/1/2023	1/1/2024	\$10,000,000 Each Pollution Condition	
C	Professional Liability		PEC00511930	1/1/2023	1/1/2024	\$10,000,000 Each Claim \$25,000 Deductible	

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

**CERTIFICATE HOLDER****CANCELLATION**

Proof of Insurance	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  Cassandra Rosales

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

State of California  
Contractors State License Board

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code and the Rules and Regulations of the Contractors State License Board, the Registrar of Contractors does hereby issue this license to:

O C VACUUM INC



to engage in the business or act in the capacity of a contractor in the following classification(s):

A - GENERAL ENGINEERING CONTRACTOR

Witness my hand and seal this day,

May 18, 1995

Issued May 17, 1995

Signature of Licensee

*David Canales*

Signature of License Qualifier



State of California  
Department of  
Consumer  
Affairs

*Charles J. Johnson*  
Registrar of Contractors

706710

License Number

This license is the property of the Registrar of Contractors, is not transferrable, and shall be returned to the Registrar upon demand when suspended, revoked, or invalidated for any reason. It becomes void if not renewed.

STATE OF CALIFORNIA  
STATE AND CONSUMER SERVICES AGENCY CONTRACTORS STATE LICENSE BOARD



*Building Quality*

# HAZARDOUS SUBSTANCES REMOVAL AND REMEDIAL ACTIONS CERTIFICATION

Pursuant to the provisions of Section 70587 of the Business and Professions Code, the Registrar of Contractors does hereby certify that the following qualifying person has successfully completed the hazardous substances removal and remedial actions examination.

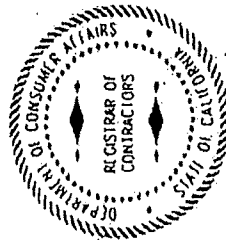
Qualifier: DAVID CARRASCO

License No.: 706710

Business Name: O. C. VACUUM INC.

WITNESS my hand and official seal this  
1ST day of SEPTEMBER 1995

*David R. Bellis*  
Registrar of Contractors

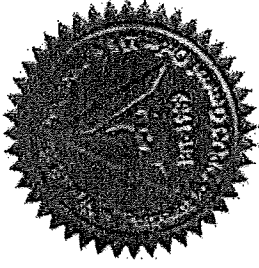


This certification is the property of the Registrar of Contractors, is not transferable, and shall be returned to the Registrar upon demand when suspended, revoked, or invalidated for any reason.

131-36 (12/91)

A 6693

**SUPPLIER CLEARINGHOUSE  
CERTIFICATE OF ELIGIBILITY**



**CERTIFICATION EXPIRATION DATE: December 28, 2025**

The Supplier Clearinghouse for the Utility Supplier Diversity Program of the California Public Utilities Commission hereby certifies that it has audited and verified the eligibility of:

***O.C. Vacuum, Inc.  
Women Business Enterprise (WBE)***

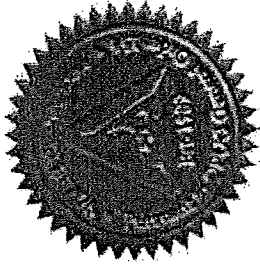
pursuant to Commission General Order 156, and the terms and conditions stipulated in the Verification Application Package. This Certificate shall be valid only with the Clearinghouse seal affixed hereto.

Eligibility must be maintained at all times, and renewed within 30 days of any changes in ownership or control. Failure to comply may result in a denial of eligibility. The Clearinghouse may reconsider certification if it is determined that such status was obtained by false, misleading or incorrect information. Decertification may occur if any verification criterion under which eligibility was awarded later becomes invalid due to Commission ruling. The Clearinghouse may request additional information or conduct on-site visits during the term of verification to verify eligibility.

This certification is valid only for the period that the above firm remains eligible as determined by the Clearinghouse. Utility companies may direct inquiries concerning this Certificate to the Clearinghouse at (800) 359-7998.

**VON: 94ES0050**

**DETERMINATION DATE: December 28, 2022**



## **SUPPLIER CLEARINGHOUSE CERTIFICATE OF ELIGIBILITY**

**CERTIFICATION EXPIRATION DATE: December 28, 2025**

The Supplier Clearinghouse for the Utility Supplier Diversity Program of the California Public Utilities Commission hereby certifies that it has audited and verified the eligibility of:

***O.C. Vacuum, Inc.***

***Minority Business Enterprise (MBE)***

pursuant to Commission General Order 156, and the terms and conditions stipulated in the Verification Application Package. This Certificate shall be valid only with the Clearinghouse seal affixed hereto.

Eligibility must be maintained at all times, and renewed within 30 days of any changes in ownership or control. Failure to comply may result in a denial of eligibility. The Clearinghouse may reconsider certification if it is determined that such status was obtained by false, misleading or incorrect information. Decertification may occur if any verification criterion under which eligibility was awarded later becomes invalid due to Commission ruling. The Clearinghouse may request additional information or conduct on-site visits during the term of verification to verify eligibility.

This certification is valid only for the period that the above firm remains eligible as determined by the Clearinghouse. Utility companies may direct inquiries concerning this Certificate to the Clearinghouse at (800) 359-7998.

**VON: 94ES0050**

**DETERMINATION DATE: December 28, 2022**

Printed on: 1/10/2022 1:30:15 PM

To verify most current certification status go to: <https://www.caleprocure.ca.gov>



## Office of Small Business & DVBE Services

**Certification ID:** 38539

**Legal Business Name:**

O C VACUUM INC

**Doing Business As (DBA) Name 1:**

O C VACUUM INC

**Doing Business As (DBA) Name 2:**

**Address:**

PO Box 91951

City of Industry

CA 91715

**Email Address:**

jr@oc-vac.com

**Business Web Page:**

<http://www.oc-vac.com>

**Business Phone Number:**

562/984-8178

**Business Fax Number:**

562/984-7559

**Business Types:**

Construction , Service

Certification Type	Status	From	To
SB	Approved	01/10/2022	01/31/2024

Stay informed! KEEP YOUR CERTIFICATION PROFILE UPDATED!

-LOG IN at [CaleProcure.CA.GOV](https://www.caleprocure.ca.gov)

Questions?

Email: [OSDSHELP@DGS.CA.GOV](mailto:OSDSHELP@DGS.CA.GOV)

Call OSDS Main Number: 916-375-4940

707 3rd Street, 1-400, West Sacramento, CA 95605



LOS ANGELES COUNTY  
**CONSUMER & BUSINESS AFFAIRS**

Board of Supervisors

March 14, 2022

Hilda L. Solls  
First District

OSCAR J CARRASCO  
O.C. VACUUM, INC.  
PO BOX 91951  
CITY OF INDUSTRY, CA 91715-1951

**Vendor #: 110367**  
**Certification**  
**Record #: 091981**

Holly J. Mitchell  
Second District

Sheila Kuehl  
Third District

**CERTIFICATION FOR NON-FEDERALLY FUNDED COUNTY SOLICITATIONS**

Janice Hahn  
Fourth District

Dear OSCAR J CARRASCO,

Kathryn Barger  
Fifth District

Congratulations! Your business is now certified as a Local Small Business Enterprise (LSBE) with the County of Los Angeles effective as of the date of this letter. Your LSBE certification expiration date is based on your California Department of General Services (DGS) small business certification. Your certification expires on **January 31, 2024**.

Director  
Rafael Carbajal

Chief of Staff  
Joel Ayala

Your business is eligible for LSBE preference consideration in those County of Los Angeles solicitations which include the "Request for Preference Consideration" form. You must complete the form and provide a copy of this approval letter in your bid/proposal to receive the preference. To view your L.A. County LSBE certification status, visit: [camisvr.co.la.ca.us/webven](http://camisvr.co.la.ca.us/webven)

As a certified LSBE, your company is also eligible for a 15-day prompt payment through the "Countywide Small Business Payment Liaison and Prompt Pay Program." To request your free Prompt Payment Stamp please email the Office of Small Business at [OSB@dcba.lacounty.gov](mailto:OSB@dcba.lacounty.gov) or call (323) 881-3964.

The County of Los Angeles Department of Consumer and Business Affairs (DCBA) reserves the right to request additional information and/or conduct an on-site visit to verify your company's eligibility for this certification. Please contact our office immediately if your business experiences any changes that could affect eligibility during the certification period.

For questions about this certification or to learn more about resources available to small businesses you can visit us online at [DCBA.lacounty.gov](http://DCBA.lacounty.gov), email us at [OSB@dcba.lacounty.gov](mailto:OSB@dcba.lacounty.gov), or call us at (323) 881-3964.

Sincerely,

Rafael Carbajal  
Director

Christian Olmos  
Program Chief, Office of Small Business  
RC:CO



[dcba.lacounty.gov](http://dcba.lacounty.gov)  
[info@dcba.lacounty.gov](mailto:info@dcba.lacounty.gov)

500 W. Temple St., Suite B-96, Los Angeles CA, 90012-2706  
(213) 974-1452 \* (800) 593-8222 \* Fax: (213) 687-1137



**Metro**

Los Angeles County  
Metropolitan Transportation Authority

One Gateway Plaza  
Los Angeles, CA 90012-3832

(213) 922-2000 Tel  
metro.net



## CALIFORNIA UNIFIED CERTIFICATION PROGRAM

October 19, 2022

CUCP# 24098  
Metro File #2368

Ms. Irene Carrasco  
O.C. VACUUM, INC.  
PO BOX 91951  
CITY OF INDUSTRY, CA 91715

Subject: Disadvantaged Business Enterprise Certification

Dear Ms. Irene Carrasco:

We are pleased to advise you that after careful review of your application and supporting documentation, the Los Angeles County Metropolitan Transportation Authority (Metro) has determined that your firm meets the eligibility standards to be certified as a Disadvantaged Business Enterprise (DBE) as required under the U.S. Department of Transportation (U.S. DOT) Regulation 49 CFR Part 26, as amended. This certification will be recognized by all of the U.S. DOT recipients in California. Your firm will be listed in the California Unified Certification Program (CUCP) database of certified DBEs under the following specific area(s) of expertise that you have identified on the NAICS codes form of the application package:

NAICS 561210: FACILITIES SUPPORT SERVICES  
NAICS 562112: HAZARDOUS WASTE COLLECTION  
NAICS 562910: REMEDIATION SERVICES  
NAICS 562998: ALL OTHER MISCELLANEOUS WASTE MANAGEMENT SERVICES

Your DBE certification applies only for the above code(s). You may review your firm's information in the CUCP DBE database which can be accessed at the CUCP website at <https://dot.ca.gov/programs/civil-rights/dbe-search>. Any additions and revisions must be submitted to Metro for review and approval.

In order to ensure your continuing DBE status, you are required to submit an annual update along with supporting documentation. If no changes are noted, then your DBE status remains current. If there are changes, Metro will review to determine continued DBE eligibility. Please note, your DBE status remains in effect unless Metro notifies you otherwise.

Also, should any changes occur that could affect your certification status prior to receipt of the annual update, such as changes in your firm's name, business/ mailing address, ownership, management or control, or failure to meet the applicable business size standards or personal net worth standard, please notify Metro immediately. Failure to submit forms and/or change of information will be deemed a failure to cooperate under Section 26.109 of the Regulations.

Metro reserves the right to withdraw this certification if at any time it is determined that it was knowingly obtained by false, misleading, or incorrect information. Your DBE certification is subject to review at any time. The firm thereby consents to the examination of its books, records and documents by Metro.

Congratulations, and thank you for your interest in the DBE program. Should you have any questions, please contact us at (213) 922-2600. For information on Metro contracting opportunities, please visit our website at [www.metro.net](http://www.metro.net).

Sincerely,

A handwritten signature in black ink, appearing to read 'R-O' with a stylized flourish.

Ramon Ortiz  
Manager, Certification  
Diversity & Economic Opportunity Department



**Metro**

Los Angeles County  
Metropolitan Transportation Authority

One Gateway Plaza  
Los Angeles, CA 90012-2955

(213) 922-2600 Tel  
metro.net

October 19, 2022

Metro File #2368

Ms. Irene Carrasco  
O.C. VACUUM, INC.  
PO BOX 91951  
CITY OF INDUSTRY, CA 91715

Subject: Small Business Enterprise Certification

Dear Ms. Irene Carrasco:

We are pleased to advise you that after careful review of your application and supporting documentation, the Los Angeles County Metropolitan Transportation Authority (Metro) has determined that your firm meets the eligibility standards to be certified as a Small Business Enterprise (SBE) as required under Metro's SBE Program. Your firm will be listed in Metro's SBE database of certified SBEs under the following specific areas of expertise:

NAICS 561210: FACILITIES SUPPORT SERVICES  
NAICS 562112: HAZARDOUS WASTE COLLECTION  
NAICS 562910: REMEDIATION SERVICES  
NAICS 562998: ALL OTHER MISCELLANEOUS WASTE MANAGEMENT SERVICES

Your SBE certification is valid for five years from the date of this letter and applies only for the above NAICS code(s). Any additions and revisions must be submitted to Metro for review and approval.

In order to ensure your continuing SBE status, you are required to submit an annual update along with supporting documentation. If no changes are noted, then your SBE status remains current. If there are changes, Metro will review to determine continued SBE eligibility. Please note, your SBE status remains in effect unless Metro notifies you otherwise.

After the five-year certification period, your entire file will be reviewed in order to ascertain continued SBE certification status. You will be notified of the pending SBE status review and any documentation updates necessary prior to the expiration date.

Also, should any changes occur that could affect your certification status prior to receipt of the annual update application, such as changes in your firm's name, business/ mailing address, ownership, management or control, or failure to meet the applicable business size standards or personal net worth standard, please notify Metro immediately.

Metro reserves the right to withdraw this certification if at any time it is determined that it was knowingly obtained by false, misleading, or incorrect information. Your SBE certification is subject to review at any time. The firm thereby consents to the examination of its books, records, and documents by Metro.

Congratulations, and thank you for your interest in Metro's SBE Program. Should you have any questions, please contact us at (213) 922-2600. For information on Metro contracting opportunities, please visit our website at [www.metro.net](http://www.metro.net).

Sincerely,

Ramon Ortiz  
Manager, Certification  
Diversity & Economic Opportunity Department

CALIFORNIA HIGHWAY PATROL

hereby awards this  
**Certificate of Achievement**  
to  
**O.C. VACUUM INC.**

5900 CHERMAN AVE  
LONG BEACH, CA 90805

8 Consecutive Satisfactory Ratings and 3 Administrative Reviews

There is established in the California Vehicle Code a biennial motor carrier safety compliance inspection program to be conducted by the California Highway Patrol.

That program, known as the Biennial Inspection of Terminals (BIT) Program, requires all motor carriers operating trucks from terminals located in California to undergo an inspection of each operation terminal to rate their compliance with applicable laws and regulations relating to motor carrier safety.

This is to certify that this terminal has achieved consecutive satisfactory safety compliance ratings as indicated above. The California Highway Patrol congratulates this terminal on this meritorious achievement and recognizes the commitment to highway safety demonstrated by the personnel responsible for the operation of this terminal.

*J. A. Franco*

COMMISSIONER  
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL





Sonia Y. Angell, MD, MPH  
State Public Health Officer & Director

State of California—Health and Human Services Agency  
California Department of Public Health



GAVIN NEWSOM  
Governor

**MEDICAL WASTE TRANSPORTER/HAULER  
ANNUAL VERIFICATION AND CONDITIONS**

May 11, 2020

The California Department of Public Health, Medical Waste Management Program (Department), has confirmed your company is currently registered as a hazardous waste transporter with the Department of Toxic Substances Control (DTSC). The Department has also verified that your company is using a medical waste tracking document per CA Health and Safety Code (HSC) Section 118040. You are required to maintain your registration as a hazardous waste transporter and to abide by the conditions outlined on the enclosed page per HSC Sections 118000 – 118040.

Transporters of medical waste who maintain their annual hazardous waste transporter registration with DTSC and submit medical waste hauling reports quarterly to the Department will be added to the list of current medical waste transporters provided on our website.

**Hazardous Waste Transporter Registration Number: 420**

**Company name/address/phone:** O.C. Vacuum, Inc.  
5900 Cherry Avenue  
Long Beach, California 90805  
(562) 572-1044

**Contact Person:** Oscar J. Carrasco

You are subject to all applicable provisions of the Medical Waste Management Act, Division 104, Part 14, Chapter 6, of the Health and Safety Code and the conditions set forth on the following page. If you have any questions, please contact us at (916) 449-5671.

Sheetal Singh, Chief ~~FOR~~  
Emergency, Restoration & Waste Management Section



U.S. Department of  
Homeland Security

United States  
Coast Guard



Commander  
United States Coast Guard  
Sector Los Angeles - Long Beach

1001 S. Seaside Ave, Bldg 20  
San Pedro, CA 90731  
Staff Symbol: spw  
Phone: (310) 521-3745  
Fax: (310) 521-3763

16611 / 007 - 19  
FIN: LAMTR014  
MISLE Activity #6624744

O.C. Vacuum, Inc.  
Attn: Oscar J. Carrasco  
5900 Cherry Avenue  
Long Beach, CA 90805

---

FEB 19 2019

Dear Mr. Carrasco:

The Facility Response Plan (FRP) submitted for O.C. Vacuum, Inc. has met the requirements of Title 33 Code of Federal Regulations (CFR) Part 154, and has been approved.

O.C. Vacuum, Inc. must operate in compliance with this FRP. Failure to comply with the requirements of 33 CFR Part 154, including those outlined in this FRP, may result in additional requirements being placed on O.C. Vacuum, Inc., or rescission of this plan approval. Your facility is subject to inspection at any time by Coast Guard personnel to verify compliance with this plan. A copy of the FRP and any amendments must be made available to Coast Guard personnel upon request.

This approval will remain valid until five years from the date of this letter unless rescinded in writing by this office. You must review this plan annually and submit any amendments to this office for re-approval as required by 33 CFR 154.1065. Keep a copy of this letter with the Facility Response Plan.

I commend your efforts in developing a response plan that reflects your company's operating procedures and organizational structure. Please ensure that all parties with responsibilities under this plan are familiar with the procedures and requirements contained therein. If you have any questions, please contact our Waterfront Facilities Division at (310) 521-3745.

Sincerely,

A handwritten signature in cursive script that reads "Isaac D. Mahar".

I. D. MAHAR  
Lieutenant Commander, U.S. Coast Guard  
Chief, Waterways Management Division  
By direction



State of California – Natural Resources Agency  
DEPARTMENT OF FISH AND WILDLIFE  
Office of Spill Prevention and Response  
P.O. Box 944209  
Sacramento, CA 94244-2090  
[www.wildlife.ca.gov/ospr](http://www.wildlife.ca.gov/ospr)

GAVIN NEWSOM, Governor  
CHARLTON H. BONHAM, Director



February 19, 2021

Oscar J. Carrasco  
Vice President  
O.C. Vacuum Environmental Services  
5900 Cherry Avenue  
Long Beach, California 90805

SUBJECT: OIL SPILL RESPONSE ORGANIZATION (OSRO) RENEWAL DRILL

Dear Mr. Carrasco:

Our staff conducted an unannounced OSRO Rating drill with O.C. Vacuum Environmental Services on February 4, 2021 at the Cabrillo State Beach in San Pedro, California, Area Contingency Plan 5 (ACP 5). Title 14, California Code of Regulations, (CCR) section 819.03 requires the Administrator to issue a written report evaluating the performance of the OSRO after every unannounced drill within 30 calendar days.

O.C. Vacuum met all the objectives of the unannounced OSRO drill. A report of O.C. Vacuum's performance, along with the staff's findings are attached.

If you have any questions, please contact Mr. Jeff Poteet at (916) 531-3301 or by e-mail at [Jeff.Poteet@wildlife.ca.gov](mailto:Jeff.Poteet@wildlife.ca.gov).

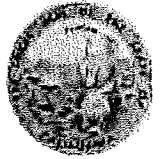
Sincerely,

Thomas M. Cullen, Jr.  
Administrator  
Office of Spill Prevention and Response  
California Department of Fish and Wildlife



State of California – Natural Resources Agency  
DEPARTMENT OF FISH AND WILDLIFE  
Office of Spill Prevention and Response  
P.O. Box 944209  
Sacramento, CA 94244-2090  
[www.wildlife.ca.gov/ospr](http://www.wildlife.ca.gov/ospr)

GAVIN NEWSOM, Governor  
CHARLTON H. BONHAM, Director



May 23, 2022

Mr. Oscar J. Carrasco  
Vice President  
O.C. Vacuum Environmental Services  
PO Box 91951  
City of Industry, CA 91715

SUBJECT: Oil Spill Response Organization (OSRO) Terrestrial Rating Renewal

Dear Mr. Carrasco:

On March 23, 2022, the Office of Spill Prevention and Response (OSPR) received an Oil Spill Response Organization Terrestrial (OSRO) Rating renewal application from O.C. Vacuum Environmental Services to renew the following rating:

#### Inland Terrestrial

As outlined in the application, O.C. Vacuum Environmental Services requested OSPR to evaluate the service ratings for Response Planning Area's (RPA)(s) I, V & VI.

On May 5<sup>th</sup> and 10<sup>th</sup> 2022, OSPR staff visited the O.C. Environmental Services at the Santa Fe Springs, CA facility and conducted an on-site inspection and equipment verification. Based on this inspection and review of the application information, OSPR is granting O.C. Vacuum Environmental Services a Terrestrial Rating for RPA's I, V & VI (see attached matrix). These Rating's will remain in effect until your application expires on May 23, 2025.

Thank you for your continued interest in providing these services in California. If you have any questions regarding the information contained in this letter or OSPR's OSRO Rating Program, please contact Mr. Paul Hichborn, OSPR's OSRO Rating Coordinator, at (916) 223-9603 or by e-mail at [Paul.Hichborn@wildlife.ca.gov](mailto:Paul.Hichborn@wildlife.ca.gov).

Sincerely,

Julie Yamamoto  
Acting Administrator  
Office of Spill Prevention and Response  
California Department of Fish and Wildlife



State of California – Natural Resources Agency  
DEPARTMENT OF FISH AND WILDLIFE  
Office of Spill Prevention and Response  
4665 Lampson Ave, Suite C  
Los Alamitos, CA 90720  
Telephone: (562) 342-7212  
[www.wildlife.ca.gov](http://www.wildlife.ca.gov)

EDMUND G. BROWN JR., Governor  
CHARLTON H. BONHAM, Director



March 31, 2018

O.C. Vacuum Environmental Services  
Mr. Oscar J. Carrasco  
5900 Cherry Ave.  
Long Beach, CA 90805

Dear Mr. Carrasco

Your California Facility Oil Spill Contingency Plan has been reviewed for compliance with the California Code of Regulations Title 14, Subchapter 3, Sections 815, 816, and 817. Based on this review the following plan is approved:

**O.C. Vacuum Environmental Services      Control Number: T4-20-3223**

A copy of this letter should be kept on the facility covered by this contingency plan. **This approval expires on March 31, 2023.**

Your California Facility Oil Spill Contingency Plan must be kept current at all times. Promptly send plan revisions to all plan recipients. When submitting plan revisions to OSPR, use the letterhead address, with "attention: Prevention Branch."

The current California regulations regarding Oil Spill Contingency Plans can be located through the internet at:

<http://www.wildlife.ca.gov>

We appreciate your efforts to improve the safety of California's marine environment. If you have any questions regarding this approval, contact Mr. Christian Syre, at telephone number (562) 343-8061 or by e-mail at [Christian.syre@wildlife.ca.gov](mailto:Christian.syre@wildlife.ca.gov).

Sincerely,

Jon Victoria  
Field Supervisor, Prevention Branch  
Office of Spill Prevention and Response

cc: Mr. Christian Syre  
Mr. Ted Mar

*Conserving California's Wildlife Since 1870*



STATE OF CALIFORNIA  
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

**HAZARDOUS MATERIALS  
TRANSPORTATION LICENSE**  
CHP 380H (REV. 1/00) OPI 062

CONTROL NUMBER	LICENSE NUMBER	ISSUE DATE	EFFECTIVE DATE	EXPIRATION DATE
262657	227287	9/13/2022	10/1/2022	9/30/2023

CHP CARRIER NUMBER	LOCATION	<input type="checkbox"/> Duplicate	<input type="checkbox"/> Replacement
CA 519	550	<input type="checkbox"/> Initial	<input checked="" type="checkbox"/> Renewal

**PROPERTY OF THE CALIFORNIA HIGHWAY PATROL (CHP)**

The original valid license must be kept at the licensee's place of business as indicated on the license and a legible copy must be carried in any vehicle or combination transporting hazardous materials and must be presented to any CHP officer upon request. This license is NON-TRANSFERABLE and must be surrendered to the CHP upon demand or as required by law. A majority change in ownership or control of the licensed activity shall require a new license. This license may be renewed by submitting an application and appropriate fee to the CHP. Persons whose licenses have expired or are otherwise no longer valid must immediately cease the activity requiring a license. THERE IS NO GRACE PERIOD. For licensing information contact CHP, Commercial Vehicle Section at (916) 843-3400.

LICENSEE NAME AND PHYSICAL STATION ADDRESS (if different than below)

O.C.VACUUM INC.  
9635 Santa Fe Springs Road  
SANTA FE SPRINGS CA, US 90670

This carrier is on the special routing/safe stopping place mailing lists as indicated below:

- (HMX) Explosives subject to Division 14, California Vehicle Code (CVC).
- (HMPH) Poison Inhalation Hazard materials in bulk packages subject to Division 14.3, CVC.
- (HMRCQ) Highway Route Controlled Quantity radioactive materials subject to Division 14.5, CVC.

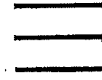
Any person who dumps, spills, or causes the release of hazardous materials or hazardous waste upon any highway shall immediately notify the CHP or the agency having jurisdiction for that highway. The minimum fine for failure to make the appropriate notification is \$2,000.00. (CVC Section 23112.6)

LICENSEE NAME AND MAILING ADDRESS

Attention: OSCAR CARRASCO  
O.C.VACUUM INC.  
PO Box 91951  
CITY OF INDUSTRY CA, US 91715


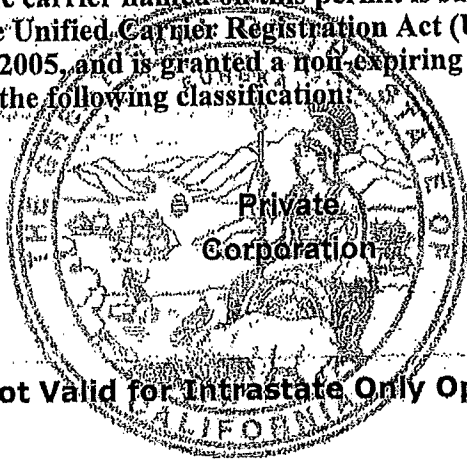
**DEPARTMENT OF MOTOR VEHICLES**

Registration Operations Division MS G875  
 P.O. BOX 932370 Sacramento, CA. 94232-3700  
 (916) 657-8153



11/24/2014

O.C. VACUUM, INC.  
 5900 CHERRY AVE  
 LONG BEACH, CA 90805

 DEPARTMENT OF MOTOR VEHICLES A Public Service Agency		<b>NON-EXPIRING                  MOTOR CARRIER PERMIT                  Combined Carrier</b>			
DEPARTMENT OF MOTOR VEHICLES Registration Operations Division P.O. BOX 932370 Sacramento, CA. 94232-3700  O.C. VACUUM, INC. 5900 CHERRY AVE LONG BEACH, CA 90805		Valid From:	12/01/2014	Valid Through:	Non-Expiring
		CA#:	0000519		
 <p>The carrier named on this permit is subject to the Unified Carrier Registration Act (UCRA) of 2005, and is granted a non-expiring permit of the following classification:</p> <p style="text-align: center;">Private Corporation</p> <p style="text-align: center;"><b>Not Valid for Intrastate Only Operations</b></p>					
		Pmt Date:	N/A	Office #:	154
		Account #:	22627	Tech ID:	##
Sequence #:	#NNN	Amt Paid:	No Fee		

**!!!IMPORTANT REMINDERS!!!**

1. This non-expiring Motor Carrier Permit (MCP) will remain valid as long as you continue to conduct interstate operations. The Unified Carrier Registration Act (UCRA) of 2005 exempts combined carriers (carriers who operate both intra and interstate) from MCP requirements.
2. Federal Motor Carrier Safety Administration insurance requirements must be maintained.
3. If you commence intrastate only operations, you must renew your MCP.

California Relay Telephone Service for the deaf or hearing impaired from TDD Phones: 1-800-735-2929; from Voice Phones: 1-800-735-2922

UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION



**HAZARDOUS MATERIALS  
CERTIFICATE OF REGISTRATION  
FOR REGISTRATION YEAR(S) 2020-2023**

**Registrant:** O C VACUUM INC  
ATTN: Oscar J Carrasco  
PO BOX 91951  
CITY OF INDUSTRY, CA 91715

This certifies that the registrant is registered with the U.S. Department of Transportation as required by 49 CFR Part 107, Subpart G.

This certificate is issued under the authority of 49 U.S.C. 5108. It is unlawful to alter or falsify this document.

**Reg. No:** 052020550127CE    **Effective:** July 1, 2020    **Expires:** June 30, 2023

**HM Company ID:** 57340

**Record Keeping Requirements for the Registration Program**

The following must be maintained at the principal place of business for a period of three years from the date of issuance of this Certificate of Registration:

- (1) A copy of the registration statement filed with PHMSA; and
- (2) This Certificate of Registration

Each person subject to the registration requirement must furnish that person's Certificate of Registration (or a copy) and all other records and information pertaining to the information contained in the registration statement to an authorized representative or special agent of the U. S. Department of Transportation upon request.

Each motor carrier (private or for-hire) and each vessel operator subject to the registration requirement must keep a copy of the current Certificate of Registration or another document bearing the registration number identified as the "U.S. DOT Hazmat Reg. No." in each truck and truck tractor or vessel (trailers and semi-trailers not included) used to transport hazardous materials subject to the registration requirement. The Certificate of Registration or document bearing the registration number must be made available, upon request, to enforcement personnel.

For information, contact the Hazardous Materials Registration Manager, PHH-52, Pipeline and Hazardous Materials Safety Administration, U.S. Department of Transportation, 1200 New Jersey



**Yana Garcia**  
Secretary for  
Environmental Protection

## Department of Toxic Substances Control

Meredith Williams, Ph.D.  
Director  
1001 "I" Street  
P.O. Box 806  
Sacramento, California 95812-0806



**Gavin Newsom**  
Governor

### **Hazardous Waste Transporter Registration Certificate**

Name and Address of Registered Transporter:

O.C. Vacuum, Inc.  
9635 Santa Fe Springs Rd  
Santa Fe Springs, CA 90670

Transporter Registration Number: 0420

Effective Date: December 1, 2022  
Expiration Date: December 31, 2023

This is to certify that the firm named above is duly registered to transport hazardous waste in the State of California in accordance with the provisions of Chapter 6.5, Division 20 of the Health and Safety Code and Title 22 of the California Code of Regulations, Division 4.5.

Authorized Signature

November 30, 2022

Date

Name and Title of Authorized Representative: Craig Beardsley, Program Technician III

**This registration certificate must be carried with each shipment of hazardous waste. For registration information, please call 1-800-618-6942 or email [transporter@dtsc.ca.gov](mailto:transporter@dtsc.ca.gov).**

# Diversity, Equity, and Inclusion

Diversity, Equity, and Inclusion (DEI) is a conceptual framework that promotes the fair treatment and full participation of all people, especially populations that have historically been underrepresented or subject to discrimination because of their background, identity, disability, etc.

Diversity refers to the representation or composition of various social identity groups in a work group, organization, or community.

Equity involves providing resources according to the need to help diverse populations achieve their highest state of health and other functioning.

Inclusion strives for an environment that offers affirmation, celebration, and appreciation of different approaches, styles, perspectives, and experiences.

O.C. Vacuum, Inc. Diversity, Equity and Inclusion Policy is committed to workforce diversity, creating equity across our systems and fostering and advancing a culture of inclusion. Our culture of belonging is about uniting different backgrounds, beliefs and experiences in an environment where everyone feels valued and works together to achieve greater outcomes. Our Credo outlines our responsibility to create an inclusive environment and respect the dignity and diversity of all people. It guides how we engage with one another and inspires us to take purposeful action to support the consumers, customers, employees and communities we serve. This makes diversity, equity and inclusion (DEI) everyone's responsibility—that of every employee. The Diversity, Equity & Inclusion Policy, DEI Strategy, sets out the principles and requirements by which O.C. Vacuum, Inc. will enhance diversity, equity and inclusion throughout the organization. The Policy is applicable—but not limited—to our practices and policies on recruitment and selection; compensation and benefits; professional development and training; promotions; transfers; social and recreational programs; layoffs; terminations; and the ongoing development of a work environment built on the premise of gender and diversity equity. The Policy applies to all employees and anyone conducting work on behalf of O.C. Vacuum Inc. or any of its operating companies. The O.C. Vacuum Inc. Office of Diversity, Equity & Inclusion is responsible for building and leading the Company's global evidence-based strategy to advance DEI. Our Global DEI strategy is based on four strategic pillars designed to accelerate how we bring innovative environmental solutions to an increasingly diverse world. Our Global DEI strategy enables us to foster our culture of inclusion and belonging, build a workforce that reflects the diverse communities we serve, infuse DEI into all areas of our business to drive innovation and growth, and transform talent and business systems to achieve equitable access and outcomes for all. The four pillars within the Company's evidence-based strategy are intentionally interconnected and must work together. The outcome is to foster a culture of belonging aligned around a global inclusion strategy that reflects local nuances and regional priorities across the globe. It is also critical to embed DEI into our business strategies to better serve the needs of our diverse consumers and customers. We believe this positions our businesses to deliver on our promise to solve the world's most challenging environmental issues. We are continuing our work to build a workforce that reflects the diversity of our communities. We seek to create a globally diverse workforce that

better reflects the vast range of communities we serve, to ensure that we really understand and serve global and local markets. We are also elevating our focus on achieving equitable access and outcomes.

### **Policy Guidelines**

**Diversity, Equity & Inclusion Vision:** Be yourself, change the world. Our vision at O.C. Vacuum Inc. is for every person to use their unique experiences and backgrounds together—to spark solutions that create a better, healthier world.

**Diversity, Equity & Inclusion Mission: Make diversity, equity and inclusion how we work every day.** Our mission is to make diversity, equity and inclusion our way of doing business. We will advance our culture of belonging where open hearts and minds combine to unleash the potential of the brilliant mix of people, in O.C. Vacuum Inc. Diversity, Equity & Inclusion every corner of O.C. Vacuum, Inc. We will create equity by tailoring tools and resources to meet individual needs, and by continuously improving our systems and processes so everyone has the opportunity to reach their full potential.

**Employee Responsibilities:** DEI is everyone's responsibility at O.C. Vacuum, Inc. It requires purposeful action every day. Every employee is responsible for:

- Respecting the dignity and diversity of all people.
- Creating an inclusive environment that is free from discrimination, harassment and bullying.
- Enhancing their awareness of potential unconscious bias and how that might hinder our ability to be more inclusive and collaborative with one another.
- Focusing on conscious inclusion to be more intentional with their actions to drive diversity, equity and belonging.
- Committing to an individual goal as part of annual goals and objectives-setting to O.C. Vacuum, Inc. meet our DEI responsibilities.

**People Leader Responsibilities:** Additionally, people leaders are accountable for specific DEI responsibilities and for achieving DEI outcomes as part of their job performance.

These responsibilities include but are not limited to:

- Ensuring that employment-related decisions are free from discrimination.
- Setting individual DEI goals to foster diverse representation and an inclusive environment within their teams.
- Engaging in conscious inclusion and other behaviors that promote equity.

**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:

Operator	Lease	Well	API	Total Cost, \$	Salvage Value, \$	Net Cost, \$
City of HB	Civic Center	Removal of Facilities		\$205,617.30	0	\$205,617.30
City of HB	Civic Center	Lease Restoration		\$199,896.70	0	\$199,896.70

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.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/12/2023

*✓ C.K.*

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

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

<b>PRODUCER</b> Bolton Insurance Services LLC 3475 E. Foothill Blvd., Suite 100 Pasadena, CA 91107  www.boltonco.com                      6004772		<b>CONTACT NAME:</b> PHONE (A/C No. Ext): (626) 799-7000      FAX (A/C No.): (626) 583-2117 E-MAIL ADDRESS:	
<b>INSURED</b>		<b>INSURER(S) AFFORDING COVERAGE</b>	
O.C. Vacuum Inc. P.O. Box 91951 City of Industry CA 91715		<b>INSURER A:</b> Greenwich Insurance Company      22322 <b>INSURER B:</b> XL Insurance America, Inc.      24554 <b>INSURER C:</b> Indian Harbor Insurance Company      36940 <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 77592441

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 2,000 Ded GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		GEC300138905	1/1/2023	1/1/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY	<input checked="" type="checkbox"/>		AEC005115105	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll Deductible \$2,000
C	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>		AEC005115205			
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			UEC005115305	1/1/2023	1/1/2024	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/>	Y/N Y N/A	WEC300139005	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.I. EACH ACCIDENT \$1,000,000 E.I. DISEASE - EA EMPLOYEE \$1,000,000 E.I. DISEASE - POLICY LIMIT \$1,000,000

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

Re: All Operations of the Named Insured.  
 GL & Auto Additional Insureds apply per CG20260413 & XIC4111013 attached, only if required by written contract/agreement.  
 GL Primary & Non-Contributory Wording applies per XIL4240605 attached. Excess Policy is Follow Form. WC, Workers Compensation applies per WC040306484.  
 Additional Insured(s): City of Huntington Beach, its officers, elected or appointed officials, employees, agents and volunteers.

By: *act*  
**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

Cassandra Rosales

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – DESIGNATED 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):

The City of Huntington Beach, Its Officers, Elected or Appointed Officials, Employees, Agents, and Volunteers.

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 your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

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.

**ENDORSEMENT #**

This endorsement, effective 12:01 a.m., 1/1/2023 forms a part of

Policy No. GEC300138905

by Greenwich Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY INSURANCE CLAUSE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART

It is agreed that to the extent that insurance is afforded to any Additional Insured under this policy, this insurance shall apply as primary and not contributing with any insurance carried by such Additional Insured, as required by written contract.

All other terms and conditions of this policy remain unchanged.

XIL 424 0605  
©, 2005, XL America, Inc.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**AUTOMATIC ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

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

A. **COVERED AUTOS LIABILITY COVERAGE, Who Is An Insured**, is amended to include as an "insured" any person or organization you are required in a written contract to name as an additional insured, but only for "bodily injury" or "property damage" otherwise covered under this policy caused, in whole or in part, by the negligent acts or omissions of:

1. You, while using a covered "auto"; or
2. Any other person, except the additional insured or any employee or agent of the additional insured, operating a covered "auto" with your permission;

Provided that:

- a. The written contract is in effect during the policy period of this policy;
- b. The written contract was signed by you and executed prior to the "accident" causing "bodily injury" or "property damage" for which liability coverage is sought; and
- c. Such person or organization is an "insured" solely to the extent required by the contract, but in no event if such person or organization is solely negligent.

B. The Limits of Insurance provided for the Additional Insured shall not be greater than those required by contract and, in no event shall the Limits of Insurance set forth in this policy be increased by the contract.

C. **General Conditions, Other Insurance** is amended as follows:

Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether such insurance is primary, excess, contingent or on any other basis unless the contract specifically requires that this policy be primary.

All terms, conditions, exclusions and limitations of this policy shall apply to the liability coverage provided to any additional insured, and in no event shall such coverage be enlarged or expanded by reason of the contract.

All other terms and conditions of this policy remain unchanged.

## COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

### A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

### B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

### C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

### D. Inspections And Surveys

1. We have the right to:
  - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and

- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
  - a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

### E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

### F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

**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

**Person or Organization**

**Job Description**

Where required by written agreement signed prior to loss

All California Operations.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective 1/1/2023  
Insured O.C. Vacuum Inc.

Policy No. WEC300139005  
Insurance Company Greenwich Insurance Company

Endorsement No.



Countersigned By \_\_\_\_\_

---

**CALIFORNIA CANCELATION ENDORSEMENT**

This endorsement applies only to the insurance provided by the policy because California is shown in Item 3.A. of the Information Page.

The cancellation condition in Part Six (Conditions) of the policy is replaced by these conditions:

**Cancellation:**

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this policy for one or more of the following reasons:
  - a. Non-payment of premium;
  - b. Failure to report payroll;
  - c. Failure to permit us to audit payroll as required by the terms of this policy or of a previous policy issued by us;
  - d. Failure to pay any additional premium resulting from an audit of payroll required by the terms of this policy or any previous policy issued by us;
  - e. Material misrepresentation made by you or your agent;
  - f. Failure to cooperate with us in the investigation of a claim;
  - g. Failure to comply with Federal or State safety orders;
  - h. Failure to comply with written recommendations of our designated loss control representatives;
  - i. The occurrence of a material change in the ownership of your business;
  - j. The occurrence of any change in your business or operations that materially increases the hazard for frequency or severity of loss;
  - k. The occurrence of any change in your business or operation that requires additional or different classification for premium calculation;
  - l. The occurrence of any change in your business or operation which contemplates an activity excluded by our reinsurance treaties.
3. If we cancel your policy for any of the reasons listed in (a) through (f), we will give you 10 days advance written notice, stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice. If we cancel your policy for any of the reasons listed in Items (g) through (l), we will give you 30 days advance written notice; however, we agree that in the event of cancellation and reissuance of a policy effective upon a material change in ownership or operations, notice will not be provided.
4. The policy period will end on the day and hour stated in the cancellation notice.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 1/1/2023  
Insured  
O.C. Vacuum Inc.

Policy No. WEC300139005  
Insurance Company  
Greenwich Insurance Company

Endorsement No.

Countersigned By \_\_\_\_\_

©1998 by Workers' Compensation Insurance Rating Bureau of California. All rights reserved.