DATE: July 18, 2023

TO: Mayor and Council Members

FROM: Public Works Department

SUBJECT: Amendment No. 3 to Agreement No. 20-218 with Ocean Blue Environmental Services, Inc. for Hazardous Waste Removal Services

RECOMMENDATION:
It is recommended that the Mayor and Council Members approve Amendment No. 3 to Agreement No. 20-218 with Ocean Blue Environmental Services, Inc. (Ocean Blue), extending the Agreement for an additional year and increasing the compensation by an additional amount not to exceed $50,000 (total compensation not to exceed $500,000), for on-call and scheduled city-wide hazardous waste removal services. (Sanitation Fund)

BACKGROUND:
On July 28, 2020, the City Council approved Agreement No. 20-218 with Ocean Blue to provide services to collect and remove hazardous waste in the City, including homeless encampments. This type of waste must be handled responsibly to avoid environmental contamination from trash, debris, fluids, and other items that require specialized licenses and certification to remove.

The original Agreement had the option to extend the Agreement for three (3) additional one-year periods, with six (6) month-to-month extensions.

DISCUSSION:
Ocean Blue’s responsibility is to respond to, assess, and secure areas that may contain hazardous substances. If hazardous substances are present, Ocean Blue removes and transports them to State-certified disposal sites.

Ocean Blue provides similar services for the Los Angeles County Department of Public Works (County). Under the County’s Agreement, the City entered into a piggyback arrangement enabling the City to get the same terms and rates exclusive to the County.

FINANCIAL/FUNDING ISSUES AND SOURCES:
The Sanitation Fund will be used for services rendered under the direction of Public Works staff from Account Code No. 070-060-6052-45154 (Sanitation Fund-Public Works-Public Services-Environmental Services/CDS-Outreach)

Each Department / Division will provide its account code number to fund its use when it requests services.
Mayor and Council Members
Amendment No. 3 to Agreement No. 20-218
Ocean Blue Environmental Services, Inc. for Hazardous Waste Removal Services
July 18, 2023

DESCRIPTION OF ANY ATTACHMENTS:
Attachment No. 1: Agreement No. 20-218
Attachment No. 2: Amendment No. 3 to Agreement No. 20-218

PREPARED BY:
Angela Williams, Environmental Services Manager
Rae Aldridge, Management Assistant

COUNCIL PRESENTER:
Angela Williams, Environmental Services Manager
APPROVAL VERIFICATION SHEET

DEPARTMENT HEAD APPROVAL: ____________________________
Louis A. Atwell, Assistant City Manager/PW Director

CITY MANAGER APPROVAL: ____________________________
Artie Fields, City Manager
Attachment No. 1
AGREEMENT No.: 20-218

THIS AGREEMENT is made and entered into this 28th day of July, 2020, by and between the CITY OF INGLEWOOD (hereinafter referred to as the “City”), a municipal corporation, located at One Manchester Boulevard, Inglewood, California 90301; and OCEAN BLUE ENVIRONMENTAL SERVICES, INC., (hereinafter referred to as the “Contractor”) a California corporation, with a corporate number of C1747150, duly organized and in good standing in the State of California, with a business license number of 709140 and a local place of business located at 925 West Esther Street, Long Beach, California 90813.

RECITALS

WHEREAS, prior to October 2000, the management of the Resource Conservation and Recovery Act (RCRA) and non-RCRA hazardous waste as defined and identified by Part 261 of Title 40 of the Code of Federal Regulations (CFR) and appendices and Title 22, of the California Code of Regulations (CCR), Section 66261.1, et seq was the responsibility of the Inglewood Fire Department; and

WHEREAS, after the City’s fire department incorporated with the Los Angeles County Fire Department, the Hazardous Materials Program management and oversight became the responsibility of the Public Works Department; and

WHEREAS, the identification, clean up, transportation, treatment and final disposal of both RCRA and non-RCRA hazardous waste is strictly regulated through a multitude of agencies including the Los Angeles County Fire Department, the Health Hazardous Materials Division, the Los Angeles County Certified Unified Program Agency, the State of California Department of Toxic Substances Control and both the State of California and the Federal Environmental Protection Agency; and

WHEREAS, the Public Works Department quickly determined that it did not have the resources or the required certifications to respond to an emergency accidental hazardous substance spill or to discoveries of abandoned hazardous waste within the City’s public rights-of-way; and
WHEREAS, the Los Angeles County Department of Public Works ("County") recently let
out a Request for Proposal for services similar to the services the City needs; and
WHEREAS, on March 14, 2018, the County entered into an agreement with the
Contractor (Agreement No.: 003426) for hazardous waste removal services; and
WHEREAS, the Inglewood Municipal Code Section 2-198.1 permits the City to purchase
services or equipment when a competitively bid agreement is awarded by another
governmental entity; and
WHEREAS, the City seeks to enter into an agreement with the Contractor via the
Cooperative Purchase exception to the City’s procurement process; and
WHEREAS, the Contractor agrees that it has satisfied itself by its own investigation and
research regarding the conditions affecting the work to be done and labor and materials
needed, and that its decision to execute this Agreement is based on such independent
investigation and research; and
WHEREAS, the Contractor represents that it is validly registered with the California
Department of Industrial Relations as required by law with a PWC Registration Number of
1000002621; and
WHEREAS, the Contractor represents that its listed subcontractor(s), if any, is in good
standing in the State of California and validly registered with the California Department of
Industrial Relations as required by law; and
WHEREAS, the Contractor represents that it and its subcontractor(s), if any, will remain
validly licensed and registered, as required by California law, during the Term of this
Agreement; and
WHEREAS, the Contractor holds itself out as being qualified, certified, willing and able
to provide the required hazardous waste removal that the City desires and needs.
NOW, THEREFORE, it is mutually agreed by the City and the Contractor (hereinafter
referred to collectively as the “Parties”) hereto as follows:
1. The aforementioned Recitals are true and are incorporated herein by this reference as if
set forth in full.
2. The Parties hereby incorporate by reference the solicitation, terms, conditions, and pricing of the County’s Agreement No.: 003426 as Exhibit “A;” and Exhibit “B,” the Scope of Services for the City. In the event of ambiguity, conflict, or inconsistent language, the order of precedence shall be: this Agreement shall take precedence over Exhibit “B,” which shall take precedence over Exhibit “A.” All Exhibits are incorporated herein by this reference as if set forth in full.

3. All references to the County of Los Angeles Department of Public Works shall be interpreted to refer to the City of Inglewood.

4. All references to any other State, or any other State law shall be interpreted to refer to the State of California or California law.

5. The Term of this Agreement shall be for one year from the date written above. The City has the right, but not the obligation, to extend this agreement for up to three additional one-year periods plus one, six month-to-month extensions, for a maximum total Term of Four years and six months.

6. The maximum compensation for the Term of this Agreement shall not exceed one hundred and fifty thousand dollars ($150,000).

7. All invoices shall be submitted by the Contractor on a monthly basis and shall contain: (1) date of invoice; (2) sequential invoice number; (3) the City AGREEMENT Number; (4) total AGREEMENT Amount; (5) total invoice amount; (6) purchase order number; (7) total billed to date; and (8) total amount remaining on the AGREEMENT.

8. Insurance requirements of Exhibit “A,” shall require General and Auto liability insurance amounts of not less than $1,500,000. All other provisions of insurance requirements remain the same and are incorporated herein by this reference.

9. Venue, Applicable Law and Personal Jurisdiction. This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles, Superior Court, Southwest District, located at 825 Maple Avenue,
Torrance, California 90503-5058. In the event of litigation in the United States District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

10. Any notice given pursuant to this Agreement shall be deemed received and effective on the date personally delivered or, if mailed, five (5) days after deposit of the same in the custody of the United States Postal Service, when properly addressed, posted and deposited in the United States mail addressed to the respective parties as follows:

**City:**
Yvonne Horton,
City Clerk
City of Inglewood
One Manchester Boulevard
Inglewood, CA 90301-1750

**Contractor:**
Moonho Lee,
Vice President
Ocean Blue Environmental Services, Inc
925 West Esther Street
Long Beach, CA 90813

**With Copy To:**
Public Works Director,
City of Inglewood
One Manchester Boulevard
Inglewood, CA 90301

**For Service of Process Only:**
Moonho Lee
925 West Esther Street
Long Beach, CA 90813

IN WITNESS WHEREOF, the City of Inglewood and Contractor, have executed this Agreement as of the date first above written.

CITY OF INGLEWOOD

James T. Butts, Jr.,
Mayor

Ocean Blue Environmental Services, Inc.

Moonho C. Lee,
Vice President

ATTEST:

Yvonne Horton,
City Clerk

APPROVED AS TO FORM

Kenneth R. Campos,
City Attorney
CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER
License #0757776
San Diego, CA - Mira Sorrento - HUB International Insurance Services Inc.
9855 Scranton Road
Suite 100
San Diego, CA 92121

INSURED
Ocean Blue Environmental Services, Inc.
925 West Estimer Street
Long Beach, CA 90813

COVERAGES

COVERAGE NUMBER: 07112020

REVISION NUMBER: 07112021

ISSUED TO: Andrew Shutak

PHONE: (657) 730-5953

FAX: (657) 730-5953

ADDRESS: andrew.shutak@hubinternational.com

INSURER A: Greenwich Insurance Company

INSURER B: XL Specialty Insurance Company

INSURER C: Indian Harbor Insurance Company

INSURER D: 

INSURER E: 

INSURER F: 

CERTIFICATE HOLDER

City of Inglewood
One W. Manchester Blvd.
Inglewood, CA 90301

CANCELLATION

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

ACORD 25 (2016/03)

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD
Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

Schedule

<table>
<thead>
<tr>
<th>Name Of Additional Insured Person(s) Or Organization(s)</th>
<th>Location(s) Of Covered Operations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Any person or organization where required by written contract provided that such contract was executed prior to the date of loss.</td>
<td>All locations as required per written contract.</td>
</tr>
</tbody>
</table>

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

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

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

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

However:

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

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

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

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

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

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

<table>
<thead>
<tr>
<th>Name Of Additional Insured Person(s) Or Organization(s)</th>
<th>Location And Description Of Completed Operations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Any person or organization where required by written contract provided that such contract was executed prior to the date of loss.</td>
<td>All Locations as required per written contract.</td>
</tr>
</tbody>
</table>

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

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

However:

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

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

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

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
Any person or organization where required by written contract provided that such contract was executed prior to the date of loss (as permissible by law)

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

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

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.
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.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

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

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<table>
<thead>
<tr>
<th>Named Insured:</th>
<th>OCEAN BLUE ENVIRONMENTAL SERVICES, INC.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Endorsement Effective Date:</td>
<td>July 1, 2020</td>
</tr>
</tbody>
</table>

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT EXECUTED PRIOR TO LOSS (EXCEPT WHERE NOT PERMITTED BY LAW).

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

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.
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.

<table>
<thead>
<tr>
<th>Person or Organization</th>
<th>Job Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Where required by written agreement signed prior to loss</td>
<td>All California Operations.</td>
</tr>
</tbody>
</table>

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 Policy No. WEC3001567 Endorsement No.
Insured Insurance Company
Ocean Blue Environmental Services, Inc. XL Specialty Insurance Company

Countersigned By

WC 04 03 06 (Ed. 04-84)
Attachment No. 2
THIS THIRD AMENDMENT TO AGREEMENT NO.: 20-218 (the "Third Amendment") is made and entered into this __________ day of __________, 2023, by and between the CITY OFINGLEWOOD (hereinafter referred to as the "City"), a municipal corporation, located at One Manchester Boulevard, Inglewood, California 90301; and OCEAN BLUE ENVIRONMENTAL SERVICES, INC. (hereinafter referred to as the "Contractor") a California corporation, with a corporate number of C1747150, duly organized and in good standing in the State of California, with a business license number of 709140 and a local place of business located at 925 West Esther Street, Long Beach, California 90813.

RECITALS

WHEREAS, on July 28, 2020, the City approved Agreement No.: 20-218 for one (1) year and as a "piggy-back" agreement; and

WHEREAS, Agreement No.: 20-218 granted the City the right, but not the obligation to extend Agreement No.: 20-218 for three (3) successive, one (1) year periods plus six (6) month-to-month extensions; and

WHEREAS, on July 27, 2021, the City and the Contractor extended the agreement for one year (the "First Amendment"); and

WHEREAS, on April 19, 2022, the City and the Contractor extended the agreement for one year (the "Second Amendment"); and

WHEREAS, the City and the Contractor would like to extend Agreement No.: 20-218 for an additional year (the "Third Amendment"); and

WHEREAS, the City will also have to increase the Contractor's compensation in order to receive the services contemplated by this Third Amendment; and

WHEREAS, the Contractor represents that it is validly registered with the California Department of Industrial Relations as required by law with a PWC Registration Number of 1000002621; and

WHEREAS, the Contractor represents that its listed subcontractor(s), if any, is in good standing in the State of California and validly registered with the California Department of Industrial Relations as required by law; and
WHEREAS, the Contractor represents that it and its subcontractor(s), if any, will remain validly licensed and registered, as required by California law, during the Term of this Agreement; and

WHEREAS, the Contractor holds itself out as capable and competent to perform such necessary services as the City needs.

NOW THEREFORE, the City, and the Contractor (hereinafter referred to collectively as the "Parties") hereto mutually agree as follows:

SECTION: 1

The Term of Agreement No.: 20-218 shall be extended to terminate at 11:59 pm, July 28, 2024, unless extended or terminated earlier. The Agreement can be extended an additional six (6) months (but in one month increments), for a total possible Term of four (4) years and six (6) months.

SECTION: 2

The Contractor shall be paid an additional not-to-exceed amount of Fifty Thousand Dollars ($50,000). The total not-to-exceed amount for services faithfully rendered pursuant to this Third Amendment is Five Hundred Thousand Dollars ($500,000) and is broken down as follows:

<table>
<thead>
<tr>
<th>Agreement</th>
<th>Original Not To Exceed (&quot;NTE&quot;) Compensation</th>
<th>Total Not-to-Exceed Compensation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Agreement</td>
<td>$150,000</td>
<td>$150,000</td>
</tr>
<tr>
<td>Amendment One</td>
<td>$150,000</td>
<td>$300,000</td>
</tr>
<tr>
<td>Amendment Two</td>
<td>$150,000</td>
<td>$450,000</td>
</tr>
<tr>
<td>Amendment Three</td>
<td>$50,000</td>
<td>$500,000</td>
</tr>
</tbody>
</table>

SECTION: 3

Except as changed by this Third Amendment, all other terms and provisions of Agreement No.: 20-218, its Amendments, Exhibits and Attachments, shall remain unchanged and in full force and effect.
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year first above written.

CITY OF INGLEWOOD

____________________
James T. Butts, Jr.,
Mayor

____________________
Moon Lee,
Vice-President

____________________
Justin Lee,
Treasurer/Secretary

ATTEST:

____________________
Aisha L. Thompson,
City Clerk

____________________
Kenneth R. Campos,
City Attorney

APPROVED AS TO FORM:
**CERTIFICATE OF LIABILITY INSURANCE**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.

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

**PRODUCER:**

<table>
<thead>
<tr>
<th>License #</th>
<th>0757776</th>
</tr>
</thead>
<tbody>
<tr>
<td>NAME</td>
<td>HUB International Insurance Services Inc.</td>
</tr>
<tr>
<td>Address</td>
<td>9855 Scranton Road, Suite 100, San Diego, CA 92121</td>
</tr>
</tbody>
</table>

**INSURED:**

| Name | Ocean Blue Environmental Services, Inc. |
| Address | 925 West Esther Street, Long Beach, CA 90813 |

**COVERAGES:**

<table>
<thead>
<tr>
<th>INSURER</th>
<th>AFFORDING COVERAGE</th>
<th>NAIC #</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Nautilus Insurance Company</td>
<td>17370</td>
</tr>
<tr>
<td>B</td>
<td>Key Risk Insurance Company</td>
<td>10865</td>
</tr>
<tr>
<td>C</td>
<td>Great Divide Insurance Company</td>
<td>25224</td>
</tr>
</tbody>
</table>

**CERTIFICATE NUMBER:**

<table>
<thead>
<tr>
<th>INST MOD</th>
<th>TYPE OF INSURANCE</th>
<th>ADDED/SUB</th>
<th>INSD/WDV</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF</th>
<th>POLICY EXP</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A X</td>
<td>COMMERCIAL GENERAL LIABILITY CLAIMS-MADE</td>
<td>X OCCUR</td>
<td>X GLP2040732-10</td>
<td>7/1/2023 - 7/1/2024</td>
<td>$1,000,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B X</td>
<td>AUTOMOBILE LIABILITY</td>
<td>X BAP2040735-10</td>
<td>7/1/2023 - 7/1/2024</td>
<td>$1,000,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A X</td>
<td>UMBRELLA LIABILITY OCCUR</td>
<td>CLAIMS-MADE</td>
<td>X FFX2040737-10</td>
<td>7/1/2023 - 7/1/2024</td>
<td>$9,000,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C X</td>
<td>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</td>
<td>N/A</td>
<td>X WCA2040736-10</td>
<td>7/1/2023 - 7/1/2024</td>
<td>$1,000,000</td>
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<td>A</td>
<td>Professional Liability</td>
<td>CPP2040739-10</td>
<td>7/1/2023 - 7/1/2024</td>
<td>$1,000,000</td>
<td></td>
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</table>

**CANCELLATION:**

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:**

[Signature]

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS FOR OTHER PARTIES WHEN REQUIRED IN WRITTEN CONSTRUCTION AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and

2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

a. Your acts or omissions; or

b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured described in Paragraph 1. or 2. above.

However, the insurance afforded to such additional insured described above:

a. Only applies to the extent permitted by law; and

b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person’s or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

   a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

   b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

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

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

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph A.1.; or

2. Available under the applicable limits of insurance; whichever is less.

This endorsement shall not increase the applicable limits of insurance.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

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

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

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

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) – AUTOMATIC

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
 POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
 RAILROAD PROTECTIVE LIABILITY COVERAGE PART
 UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

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

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.
ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

BUSINESS AUTO – ADDITIONAL INSURED
WHEN REQUIRED BY CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section II - Liability Coverage A. - Coverage, 1. Who is an Insured, is amended to add:

d. Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into, excluding contracts or agreements for professional services, which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of:

1. The coverage and/or limits of this policy; or

2. The coverage and/or limits required by said contract or agreement.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

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

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<table>
<thead>
<tr>
<th>Named Insured:</th>
<th>Ocean Blue Environmental Services, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Endorsement Effective Date:</td>
<td>07/01/23</td>
</tr>
</tbody>
</table>

SCHEDULE

<table>
<thead>
<tr>
<th>Name(s) Of Person(s) Or Organization(s):</th>
</tr>
</thead>
<tbody>
<tr>
<td>Any Principal wherein such waiver has been included before loss as part of a contractual undertaking by the Named Insured</td>
</tr>
</tbody>
</table>

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

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.
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 0.00% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Any person or organization as required in writing by contract or agreement prior to loss.

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
07/01/2023

Policy No.
WCA2040736 10

Endorsement No.

Premium

Insured
Ocean Blue Environmental Services, Inc.

Insurance Company:
Great Divide Insurance Company

Countersigned by

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