

## Attachment A

### AMENDMENT NO. ONE TO MAINTENANCE/REPAIR SERVICES AGREEMENT WITH OCEAN BLUE ENVIRONMENTAL SERVICES, INC. FOR CITYWIDE STORM DRAIN SYSTEM CLEANING SERVICES

THIS AMENDMENT NO. ONE TO MAINTENANCE/REPAIR SERVICES AGREEMENT ("Amendment No. One") is made and entered into as of this 24th day of March, 2026 ("Effective Date"), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("City"), and Ocean Blue Environmental Services, Inc., a California corporation ("Contractor"), whose address is 925 West Esther Street, Long Beach, CA 90813, and is made with reference to the following:

#### RECITALS

- A. On April 23, 2024, City and Contractor entered into a Maintenance/Repair Services Agreement (Contract No. C-9578-1) ("Agreement") to perform maintenance and/or repair services for City ("Project").
- B. The parties desire to enter into this Amendment No. One to extend the term of the Agreement to March 31, 2029, increase the total compensation for additional Services to be performed, revise City's mailing address for notices, update the Schedule of Billing Rates, and update the insurance requirements.

**NOW, THEREFORE**, it is mutually agreed by and between the undersigned parties as follows:

#### 1. TERM

Section 1 of the Agreement is amended in its entirety and replaced with the following: "The term of this Agreement shall commence on the Effective Date, and shall terminate on March 31, 2029, unless terminated earlier as set forth herein."

#### 2. COMPENSATION TO CONTRACTOR

Exhibit B to the Agreement shall be supplemented to include the Schedule of Billing Rates, attached hereto as Exhibit B and incorporated herein by reference. Exhibit B to the Agreement and Exhibit B to Amendment No. One shall collectively be known as "Exhibit B."

Section 4.1 of the Agreement is amended in its entirety and replaced with the following: "City shall pay Contractor for the Services on a time and expense not-to-exceed basis in accordance with the provisions of this Section and the Schedule of Billing Rates attached hereto as Exhibit B and incorporated herein by reference. Except as otherwise provided herein, no rate changes shall be made during the term of this Agreement without the prior written approval of City. Contractor's compensation for all Services performed in accordance with this Agreement, including all reimbursable items and subcontractor fees, shall not exceed, without prior written amendment to the Agreement, **Three Million One Hundred Eighty-Five Thousand Dollars and 00/100 (\$3,185,000.00)**, which sum

comprises **\$1,568,325.15** for the initial three-year term, **\$1,016,674.85** for the two option years, **\$125,000** annually over a four (4) year period toward Environmental Services for Trash Interceptor, and **\$25,000** annually over a four (4) year period to cover additional maintenance services.”

The total amended compensation reflects Contractor’s additional compensation for additional Services to be performed in accordance with this Amendment No. One, including all reimbursable items and subcontractor fees, in an amount not to exceed **Six Hundred Thousand Dollars and 00/100 (\$600,000.00)**.

**3. NOTICES**

Section 24.2 of the Agreement is amended in its entirety and replaced with the following: “All notices, demands, requests or approvals from Contractor to City shall be addressed to City at:

Attn: Utilities Manager  
Utilities Department  
City of Newport Beach  
100 Civic Center Drive  
Newport Beach, CA 92660”

**4. INSURANCE REQUIREMENTS**

As of the Effective Date of this Amendment No. One, Exhibit C of the Agreement shall be deleted in its entirety and replaced with Exhibit C, attached hereto and incorporated herein by reference. Any reference to Exhibit C in the Agreement and Amendment No. One shall hereafter refer to "Exhibit C" attached hereto.

**5. INTEGRATED CONTRACT**


Except as expressly modified herein, all other provisions, terms, and covenants set forth in the Agreement shall remain unchanged and shall be in full force and effect.

**[SIGNATURES ON NEXT PAGE]**

**IN WITNESS WHEREOF**, the parties have caused this Amendment No. One to be executed on the dates written below.

**APPROVED AS TO FORM:  
CITY ATTORNEY'S OFFICE**

Date: 3/05/2026

By:   
Aaron C. Harp 3-5-2026  
City Attorney

**ATTEST:**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Lena Shumway  
City Clerk

**CITY OF NEWPORT BEACH,**  
a California municipal corporation

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Lauren Kleiman  
Mayor

**CONTRACTOR: OCEAN BLUE  
ENVIRONMENTAL SERVICES, INC.,**  
a California corporation

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Maria Lee  
Chief Executive Officer

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Justin Lee  
Secretary

**[END OF SIGNATURES]**

Attachments:      Exhibit B – Schedule of Billing Rates  
                          Exhibit C – Insurance Requirements

# **EXHIBIT B**

## **SCHEDULE OF BILLING RATES**

**EXHIBIT B**  
**SCHEDULE OF BILLING RATES**

<b>Cleaning and Maintenance Services Provided</b>	<b>Units</b>	<b>Price</b>	<b>Unit</b>	<b>Minimum Hours</b>	<b>Estimated Annual Cost</b>
Catch Basins (serviced 1x per year)	3,100	\$61.59	Per location	NA	\$190,929.00
Continuous Deflective Separation Units (23 CDS + 8 HDS)	31	\$1,256.23	Per location	NA	\$38,943.13
Connector Pipe Screens (Every 375 CPS serviced 4x per year)	1,500	\$61.59	Per location	NA	\$92,385.00
V-Ditch	30,000	\$2.04	Per linear foot	NA	\$61,200.00
Rod Line	1,800	\$6.34	Per linear foot	NA	\$11,412.00
Storm Drain Structures (42) (4-person crew & truck) (allocate 96 hours annually for cleaning all 42)	1	\$587.67	Per hour	114	\$66,994.38
Emergency Response (2-person crew & truck) (4x per year)	4	\$410.76	Per hour	4	\$6,572.16
<i>Other Environmental Cleaning Services as Needed</i>					\$25,000.00
<b>SUBTOTAL ESTIMATED ANNUAL COST YEAR 1</b>					<b>\$493,435.67</b>
<i>Start Year 2 - MOD Environmental Cleaning Services for Trash Interceptor</i>					<b>\$125,000.00</b>
<i>Start Year 2 - Additional UTIL Maintenance Services</i>					<b>\$25,000.00</b>

REVISED Year 2 of 3-Year Fixed Rate	\$643,435.67
REVISED Year 3 of 3-Year Fixed Rate	\$643,435.67
Optional Year 4 Includes 2% CPI	\$653,304.38
Optional Year 5 Includes 2% CPI	\$663,370.47
Contingency	\$88,018.14
<b>Not-to-Exceed Contract Compensation</b>	<b>\$3,185,000.00</b>

**EXHIBIT C**  
**INSURANCE REQUIREMENTS – MAINTENANCE/REPAIR/JANITORIAL SERVICES**

1. Provision of Insurance. Without limiting Contractor's indemnification of City, and prior to commencement of Work, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City. Contractor agrees to provide insurance in accordance with requirements set forth here. If Contractor uses existing coverage to comply and that coverage does not meet these requirements, Contractor agrees to amend, supplement or endorse the existing coverage.
  
2. Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.
  
3. Coverage Requirements.
  - A. Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation Insurance, statutory limits, and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000) each accident for bodily injury by accident and each employee for bodily injury by disease in accordance with the laws of the State of California, Section 3700 of the Labor Code.  

Contractor shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its City Council, boards and commissions, officers, agents, volunteers and employees.
  
  - B. General Liability Insurance. Contractor shall maintain commercial general liability insurance and, if necessary, umbrella liability insurance, with coverage at least as broad as provided by Insurance Services Office form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence, four million dollars (\$4,000,000) general aggregate. The policy shall cover liability arising from premises, operations, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
  
  - C. Automobile Liability Insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than one million dollars (\$1,000,000) combined single limit each accident.

- D. Umbrella or Excess Liability Insurance. Contractor shall obtain and maintain an umbrella or excess liability insurance policy with limits of not less than one million dollars (\$1,000,000) that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above. Such policy or policies shall include the following terms and conditions:
- A drop down feature requiring the policy to respond in the event that any primary insurance limits are exhausted by paid claims;
  - Pay on behalf of wording as opposed to reimbursement;
  - Concurrency of effective dates with primary policies;
  - Policies shall “follow form” to the underlying primary policies; and
  - Insureds under primary policies shall also be insureds under the umbrella or excess policies.
- E. Pollution Liability Insurance. If required, Contractor shall maintain a policy providing contractor’s pollution liability (“CPL”) coverage with a total limit of liability of no less than one million dollars (\$1,000,000) per loss and two million dollars (\$2,000,000) in the aggregate per policy period. Claims-made policies require a 5-year extended reporting period. The CPL policy shall include coverage for cleanup costs, third-party bodily injury and property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed, resulting from pollution conditions caused by contracting operations. Coverage as required in this paragraph shall apply to sudden and non-sudden pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, waste materials, or other irritants, contaminants, or pollutants. The CPL shall also provide coverage for transportation and off-Site disposal of materials. The policy shall not contain any provision or exclusion (including any so-called “insured versus insured” exclusion or “cross-liability” exclusion) the effect of which would be to prevent, bar, or otherwise preclude any insured or additional insured under the policy from making a claim which would otherwise be covered by such policy on the grounds that the claim is brought by an insured or additional insured against an insured or additional insured under the policy.
4. Other Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:
- A. Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against City, its City Council, boards and commissions, officers, agents, volunteers and employees or shall specifically allow Contractor or others providing insurance evidence in compliance with these requirements to waive their right of recovery prior to a loss. Contractor hereby waives its own right of

recovery against City, and shall require similar written express waivers from each of its subcontractors.

- B. Additional Insured Status. All liability policies including general liability, products and completed operations, excess liability, pollution liability, and automobile liability, if required, shall provide or be endorsed to provide that City, its City Council, boards and commissions, officers, agents, volunteers and employees shall be included as insureds under such policies.
  - C. Primary and Non Contributory. All liability coverage shall apply on a primary basis and shall not require contribution from any insurance or self-insurance maintained by City.
  - D. Notice of Cancellation. All policies shall provide City with thirty (30) calendar days notice of cancellation (except for nonpayment for which ten (10) calendar days notice is required) or nonrenewal of coverage for each required coverage.
5. Additional Agreements Between the Parties. The parties hereby agree to the following:
- A. Evidence of Insurance. Contractor shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation and other endorsements as specified herein for each coverage. Insurance certificates and endorsement must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. City reserves the right to require complete, certified copies of all required insurance policies, at any time.
  - B. City's Right to Revise Requirements. City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Contractor sixty (60) calendar days advance written notice of such change. If such change results in substantial additional cost to Contractor, City and Contractor may renegotiate Contractor's compensation.
  - C. Right to Review Subcontracts. Contractor agrees that upon request, all agreements with subcontractors or others with whom Contractor enters into

contracts with on behalf of City will be submitted to City for review. Failure of City to request copies of such agreements will not impose any liability on City, or its employees. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.

- D. Enforcement of Agreement Provisions. Contractor acknowledges and agrees that any actual or alleged failure on the part of City to inform Contractor of non-compliance with any requirement imposes no additional obligations on City nor does it waive any rights hereunder.
- E. Requirements not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
- F. Self-insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these requirements unless approved by City.
- G. City Remedies for Non-Compliance. If Contractor or any subcontractor fails to provide and maintain insurance as required herein, then City shall have the right but not the obligation, to purchase such insurance, to terminate this Agreement, or to suspend Contractor's right to proceed until proper evidence of insurance is provided. Any amounts paid by City shall, at City's sole option, be deducted from amounts payable to Contractor or reimbursed by Contractor upon demand.
- H. Timely Notice of Claims. Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

- I. Contractor's Insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.