

# INSURANCE AND INDEMNIFICATION WAIVER MODIFICATION REQUEST

1.	Requested: Risk Management					
2.	Date: February 1, 2024					
3.	Name of contractor/permittee: Allied Universal Topco, LLc					
4.	Description of work to be p	erformed: Street Sweeping Enforc	<u>ement</u>			
5.	Value and length of contract	t: <u>\$1,119,000 – (1) Year Term</u>				
6.	Waiver/modification reques	t: \$1.75 Million SIR on General L	<u>iability</u>			
7.	Reason for request and why it should be granted: We do not allow SIR. Please see attached financial statement.					
8.	Identify the risks to the City	in approving this waiver/modifica	tion: <u>Low</u>			
	Department	Head Signature	2(6(24 Date:			
	for a request to be granted. A	APPROVALS in the order listed on this form. Two approval from the City Administrator's Ofment and the City Attorney's Office disag	fice is only required if			
1.	Risk Management					
	Approved Denie	d Delling Jave	21-24			
		Signature	Date			
2.	City Attorney's Office	/////	2/2/21			
	Approved $\square$ Denie		218124			
		Signature	Date			
3.	City Manager's Office					
	☐ Approved ☐ Denie					
		Signature	Date			
	City Attorney's Office along with	ed waiver/modification request is to be some contract for approval. Once the cont the the Risk Management Division of Hur	ract has been approved,			

RISK Mot. FEB 7'24AM10:28



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/23/2024

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

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

this certificate does not come rights to the certificate notice in the dissolutions endorsement(s).						
PRODUCER MARSH USA LLC		CONTACT NAME:	NAME: Marsh   0.5. Operations			
1717 Arch Street		PHONE (A/C, No. Ext)	866-966-4664	FAX (A/C, No):		
Philadelphia, PA 19103 Attn: Philadelphia,certs@marsh.com	4 Fav. (242) 040 0200	E-MAIL ADDRESS:	Philadelphia.Certs@marsh.d	com		
Attit. Fililadeiphila.cens@ililaisii.com	17 Fax: (212) 940-0300		INSURER(S) AFFORDIN	IG COVERAGE	NAIC#	
CN118025105-ALL-STAND-24-25		INSURER A:	Indian Harbor Insurance Compa	ny	36940	
INSURED Allied Universal Topco, LLC			INSURER B: Greenwich Insurance Company		22322	
(See Attached for Additional Named Insureds)		INSURER C:	INSURER C : XL Insurance America		24554	
		INSURER D :	INSURER D: Indemnity Insurance Company of North America		43575	
Constitutioneri, FA 15428		INSURER E :	XL Specialty Insurance Compan	у	37885	
		INSURER F :				
COVERAGES	CERTIFICATE NUMBER:	CLE-0065	i02213-24 RE	VISION NUMBER: 11		

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			POLICY EXP (MM/DD/YYYY)	LIMIT	'S	
A	X COMMERCIAL GENERAL LIABILITY	แหรม	WYU	RES943799404	01/01/2024	01/01/2025		<del></del>	30.000.000
	CLAIMS-MADE X OCCUR			11.00 707 00 10 7	O II O II E GE 1	01/01/2020	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	30,000,000
	X CONTRACTUAL LIABILITY						MED EXP (Any one person)	\$	
	X SIR \$1,750,000						PERSONAL & ADV INJURY	s	30,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	55,000,000
	X POLICY PRO- X LOC						PRODUCTS - COMP/OP AGG	\$	55,000,000
	OTHER:		Ì					\$	
В	AUTOMOBILE LIABILITY			RAD943781807	01/01/2024	01/01/2025	COMBINED SINGLE LIMIT (Ea accident)	\$	5,000,000
	X ANY AUTO		ļ				BODILY INJURY (Per person)	\$	
	OWNED SCHEDULED AUTOS ONLY AUTOS						BODILY INJURY (Per accident)	\$	
	HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
			İ					ş	
D	UMBRELLA LIAB X OCCUR			XSM G72500027 004	01/01/2024	01/01/2025	EACH OCCURRENCE	\$	10,000,000
	X EXCESS LIAB CLAIMS-MADE			Excess of General Liability,			AGGREGATE	\$	10,000,000
	DED RETENTIONS	]		Auto Liability, and Workers' Comp				s	
С	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			RWD300120308 (AOS)	01/01/2024	01/01/2025	X PER OTH-		
C	ANYPROPRIETOR/PARTNER/EXECUTIVE	l		RWR300120408 (WI)	01/01/2024	01/01/2025	E.L. EACH ACCIDENT	\$	1,000,000
E	(Mandatory in NH)	N/A		RWE943548208 (CA, OH)	01/01/2024	01/01/2025	E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	<u> </u>					E.L. DISEASE - POLICY LIMIT	\$	1,000,000
Α	Professional Liability			RES943799404	01/01/2024	01/01/2025	Claim		2,000,000
				SIR: \$1,750,000		***************************************	Aggregate		2,000,000
<u> </u>						1		L	

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

The City of Huntington Beach, its officers, elected or appointed officials, employees, agents, and volunteers are included as additional insured (except workers' compensation and crime) where required by written contract. Liability coverage shall be primary and non-contributory where required by written contract. Waiver of subrogation is applicable where required by written contract.

CERTIFICATE HOLDER	CANCELLATION
The City of Huntington Beach Attn: David Dereszynski 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
	Marsh USA LLC

AGENCY CUSTOMER ID: CN118025105

LOC#: Philadelphia



#### ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH USA LLC POLICY NUMBER		NAMED INSURED Allied Universal Topco, LLC (See Attached for Additional Named Insureds)		
		161 Washington Street, Suite 600 Conshohocken, PA 19428		
CARRIER	NAIC CODE			
		EFFECTIVE DATE:		
ADDITIONAL DEMARKS	,			

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Excess Workers' Compensation Policy No.: RWE943548208

Insurer: XI. Specialty Insurance Company Effective Dates: 1/1/2024 - 1/1/2025

Employers Liability Each Accident: \$1,000,000 Employers Liability Disease-Policy Limit: \$1,000,000 Employers Liability Disease-Each Employee; \$1,000,000

SIR: \$1,000,000

Crime

Policy No.: 03-824-02-02

Insurer: National Union Fire Insurance Co. Effective Dates: 08/15/2023 - 08/15/2024

Limit:

Employee Theft or Dishonesty: \$2,000,000

Clients' Property: \$2,000,000 Deductible: \$750,000

Contractors Pollution Liability Policy No.: CPO13303734

Insurer: Commerce and Industry Insurance Company

Effective Dates: 01/01/2024 - 01/01/2026

Limit: 5,000,000 Deductible: \$250,000

The General Liability and Professional Liability policies evidenced above share in the limits shown. The limits do not apply separately to the individual coverages

## Waiver Procedure

To request a waiver, indicate proposed work/project, its do estimate or non-profit) and profor substantial dollar deducti Budget Reports, Dun & Brad	llar value ( rojected tin ble/SIR an	if not a specific neframe (per job nounts, a financi	dollar amou or as-neede	nt, use an average d basis).	e, annual	
Waiver Requested:	SIR	WIMIT	MALLEY TAX TIME TO THE TAX TO THE			
Encroachment Permit Other:		roperty Work P		Consultant Serv		_
Other: Proposed Work:  Proposed Work:  Proposed Work:  Dollar Value:					ROADS.	TO
Projected Timeframe: 1	MBHON	- FRIDAY	8 AM	TO H PM		

#### **ENDORSEMENT #181**

This endorsement, effective on 01/01/2024 at 12:01 A.M. standard time, forms a part of Policy No. RES943799404 of the INDIAN HARBOR INSURANCE COMPANY

Issued to ALLIED UNIVERSAL TOPCO, LLC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

(Based on CG2026 04/13)

This endorsement modifies insurance provided by the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM SCHEDULE

Name of Additional Insured Person(s) or Organization(s)

City of Huntington Beach, its officers, elected or appointed officials, employees agents and volunteers 200 Main Street
Huntington Beach, CA 92648

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
- In connection with your premises owned by or rented to you. However:
- The insurance afforded to such additional insured only applies to the extent permitted by law;
   and
- 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.

All other terms and conditions of the policy remain the same.

#### **ENDORSEMENT #050**

This endorsement, effective on 01/01/2024 at 12:01 A.M. standard time, forms a part of

Policy No. RES943799404

of the INDIAN HARBOR INSURANCE COMPANY

Issued to ALLIED UNIVERSAL TOPCO, LLC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided by the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

- A. SECTION II Who is an insured is amended to include as an additional insured a person(s) or organization(s) who is required to be added by written contract or written agreement which does not require that a specific form number be used.
- **B.** The insurance provided to additional insureds applies only to "bodily injury", "property damage", "professional liability" or "personal and advertising injury" caused, in whole or in part, by:
- 1. Your acts or omissions; or
- The acts or omissions of those acting on your behalf

In the performance of your ongoing operations for the additional insured; or "your work" 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.

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

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay

on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less. This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

D. The additional insured must see to it that:

- 1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim.
- 2. We receive written notice of a claim or "suit" as soon as practicable; and
- 3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured also has rights an insured or additional insured.

**E.** 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.

All other terms and conditions remain as written.

#### **ENDORSEMENT #024**

This endorsement, effective on 01/01/2024 at 12:01 A.M. standard time, forms a part of Policy No. RES943799404 of the INDIAN HARBOR INSURANCE COMPANY Issued to ALLIED UNIVERSAL TOPCO, LLC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

#### **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

#### **SCHEDULE**

#### Name of person or Organization:

Where required by written contract.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement)

The TRANSFER OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – CONDITIONS) is amended by the addition of the following:

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

All other terms and conditions remain as written.

(Ed. 4-84)

#### WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization where waiver of our right to recover is required by written contract with such persor	101
organization provided such contract was executed prior to the date of loss.	

This endorsement of	hanges the policy to	o which it is attac	hed and is effective o	n the date issued unless otherwise stated.
(The information bel	ow is required on	y when this end	forsement is issued	subsequent to preparation of the policy.)
Endorsement Effective	01-01-2024	Policy No.	RWD3001203-08	Endorsement No.
Insured Allied Universa	l Topco, LLC			
				Jay 10 Ton
Insurance Company XL Insurance America, In	nc.	Coun	tersigned by	

WC 00 03 13 (Ed. 4-84) POLICY NUMBER: RAD943781807 XIC 414 1013

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

#### ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

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

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

#### Schedule

Additional Insured(s)	Work
Any person or organization you have agreed to	All Operations
include as an additional insured under written contract, provided	•
such contract was executed prior to the date of loss.	

COVERED AUTOS LIABILITY COVERAGE, Who Is An Insured, is amended to include as an "insured" the person or organization listed in the Schedule above, but only with respect to liability 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;

in the performance of your work as described in the Schedule above.

In no event shall any person or organization listed in the Schedule become an "insured" pursuant to this Endorsement if such person or organization is solely negligent.

IT IS FURTHER AGREED THAT IN NO EVENT SHALL ANY CONTRACT OR AGREEMENT ALTER THE CONDITIONS, COVERAGES OR EXCLUSIONS SET FORTH IN THIS POLICY.

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.

Named Insured: ALLIED UNIVERSAL TOPCO, LLC

Endorsement Effective Date: January 1, 2024

#### SCHEDULE

#### Name(s) Of Person(s) Or Organization(s):

Any person or organization where waiver of our right to recover is required by written contract with such person or organization provided such contract was executed prior to the date of loss.

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.