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# 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 performed: Street Sweeping Enforcement
5. Value and length of contract: \$1,119,000 – (1) Year Term
6. Waiver/modification request: \$1.75 Million SIR on General Liability
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/modification: Low

Department Head Signature

2/6/24

Date:

### APPROVALS

Approvals must be obtained in the order listed on this form. Two approvals are required for a request to be granted. Approval from the City Administrator's Office is only required if Risk Management and the City Attorney's Office disagree.

#### 1. Risk Management

Approved  Denied

Signature

2-1-24

Date

#### 2. City Attorney's Office

Approved  Denied

Signature

2/8/24

Date

#### 3. City Manager's Office

Approved  Denied

Signature

Date

If approved, the completed waiver/modification request is to be submitted to the City Attorney's Office along with the contract for approval. Once the contract has been approved, this form is to be filed with the Risk Management Division of Human Resources

RISK Mgt-FEB 7'24AM10:28





**ADDITIONAL REMARKS SCHEDULE**

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

**ADDITIONAL REMARKS**

**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: XL Specialty Insurance Company  
 Effective Dates: 1/1/2024 - 1/1/2025  
 Limit:  
 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 here  and provide a brief description ( 1 - 2 sentences) of the proposed work/project, its dollar value (if not a specific dollar amount, use an average, annual estimate or non-profit) and projected timeframe (per job or as-needed basis).  
For substantial dollar deductible/SIR amounts, a financial statement is required (Balance Sheet, Budget Reports, Dun & Bradstreet Report, etc.).

Waiver Requested: SIR LIMIT

Encroachment Permit  Private Property Work Permit  Consultant Services

Other:

Proposed Work: PROVIDE STREET CITY SWEEPING ENFORCEMENT SERVICES TO APPROXIMATELY 1,121 MILES OF MOSTLY RESIDENTIAL ROADS.

Dollar Value: \_\_\_\_\_

Projected Timeframe: MONDAY - FRIDAY 8 AM TO 4 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
  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.

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
2. 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.

**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 person or organization provided such contract was executed prior to the date of 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 01-01-2024

Policy No. RWD3001203-08

Endorsement No.

Insured Allied Universal Topco, LLC

Insurance Company  
XL Insurance America, Inc.

Countersigned by  \_\_\_\_\_

WC 00 03 13  
(Ed. 4-84)

**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 include as an additional insured under written contract, provided such contract was executed prior to the date of loss.	All Operations

**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.

<p><b>Named Insured:</b> ALLIED UNIVERSAL TOPCO, LLC</p> <p><b>Endorsement Effective Date:</b> January 1, 2024</p>
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### **SCHEDULE**

<p><b>Name(s) Of Person(s) Or Organization(s):</b> 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.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

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.