



INSURANCE AND INDEMNIFICATION WAIVER MODIFICATION REQUEST

- Requested by: Risk Management
- Date: March 2, 2023
- Name of contractor/permittee: Allied Universal Topco, LLC
- Description of work to be performed: Street Sweeping Enforcement
- Value and length of contract: \$1,518,272.14 - (1) Year Term
- Waiver/modification request: \$1.75 Million SIR on General Liability
- Reason for request and why it should be granted: Unable to comply with requirements, see attached financials.
- Identify the risks to the City in approving this waiver/modification: Low



 Department Head Signature

3/6/23

 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

3-2-23

 Date

2. City Attorney's Office

Approved Denied



 Signature

3-13-23

 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

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: _____

Encroachment Permit Private Property Work Permit Consultant Services

Other: Security Services and street sweeping parking enforcement
Proposed Work: Provide parking enforcement for City street sweeping activities

Dollar Value: \$399,272.14

Projected Timeframe: 1/1/2023 - 12/31/2023



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/07/2023

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 MARSH USA INC 1717 Arch Street Philadelphia, PA 19103 Attn: Philadelphia.certs@marsh.com / Fax: (212) 948-0360 CN118025105-ALL-STAND-23-24	CONTACT NAME: Marsh U.S. Operations PHONE (A/C, No, Ext): 866-966-4664 E-MAIL ADDRESS: Philadelphia.Certs@marsh.com FAX (A/C, No):																				
	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Indian Harbor Insurance Company</td> <td></td> <td>36940</td> </tr> <tr> <td>INSURER B : Greenwich Insurance Company</td> <td></td> <td>22322</td> </tr> <tr> <td>INSURER C : XL Insurance America</td> <td></td> <td>24554</td> </tr> <tr> <td>INSURER D : Indemnity Insurance Company of North America</td> <td></td> <td>43575</td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : Indian Harbor Insurance Company		36940	INSURER B : Greenwich Insurance Company		22322	INSURER C : XL Insurance America		24554	INSURER D : Indemnity Insurance Company of North America		43575	INSURER E :			INSURER F :	
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COVERAGES **CERTIFICATE NUMBER:** CLE-006502213-20 **REVISION NUMBER:** 10

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"/> CONTRACTUAL LIABILITY <input checked="" type="checkbox"/> SIR \$1,750,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			RES943799403	01/01/2023	01/01/2024	EACH OCCURRENCE	\$ 30,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 30,000,000
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$ 30,000,000
							GENERAL AGGREGATE	\$ 55,000,000
							PRODUCTS - COMP/OP AGG	\$ 55,000,000
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <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			RAD943781806	01/01/2023	01/01/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
D	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			XSM G72500027 003 Excess of General Liability, Auto Liability, and Workers' Comp	01/01/2023	01/01/2024	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
C	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 N / A <input checked="" type="checkbox"/> N N / A			RWD300120307 (AOS) RWR300120407 (WI)	01/01/2023 01/01/2023	01/01/2024 01/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Professional Liability			RES943799403	01/01/2023	01/01/2024	Limit	2,000,000
							SIR	1,750,000

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 The City of Huntington Beach Attn: David Dereszynski 2000 Main Street Huntington Beach, CA 92648	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 <i>Marsh USA Inc.</i>
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ADDITIONAL REMARKS SCHEDULE

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

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.: RWE943548207
Insurer: XL Specialty Insurance Company
Effective Dates: 1/1/2023 - 1/1/2024
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.: 01-456-75-71
Insurer: National Union Fire Insurance Co.
Effective Dates: 08/15/2022 - 08/15/2023
Limit:
Employee Theft or Dishonesty: \$2,000,000
Clients' Property: \$2,000,000
Deductible: \$1,000,000

Contractors Pollution Liability
Policy No.: CPO13303734
Insurer: Commerce and Industry Insurance Company
Effective Dates: 11/01/2021 - 11/01/2023
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

ENDORSEMENT #181

This endorsement, effective on 01/01/2023 at 12:01 A.M. standard time, forms a part of
Policy No. RES943799403 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 01/01/2023 at 12:01 A.M. standard time, forms a part of
Policy No. RES943799403

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 as 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 01/01/2023 at 12:01 A.M. standard time, forms a part of
Policy No. RES943799403 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 waiver 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 01-01-2023

Policy No. RWD3001203-07

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.

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, 2023

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.

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.