

**SERVICE AGREEMENT BETWEEN
THE CITY OF HUNTINGTON BEACH AND
UNIVERSAL PROTECTION SERVICE, LP DBA
ALLIED UNIVERSAL SECURITY SERVICES (AUSS)
FOR
STREET SWEEPING ENFORCEMENT SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Huntington Beach, a municipal corporation of the State of California, hereinafter called "City," and Universal Protection Service, LP DBA Allied Universal Security Services (AUSS), a California limited partnership hereinafter referred to as "Contractor."

Recitals

- A. The City desires to retain a Contractor having special skill and knowledge in the field of street sweeping enforcement services.
- B. Contractor represents that Contractor is able and willing to provide such services to the City.
- C. In undertaking the performance of this Agreement, Contractor represents that it is knowledgeable in its field and that any services performed by Contractor under this Agreement will be performed in compliance with such standards as may reasonably be expected from a comparable company or firm in the field.

Contractor has been selected to perform these services pursuant to Huntington Beach Municipal Code Chapter 3.02.

NOW, THEREFORE, it is agreed by City and Contractor as follows:

1. Scope of Services

Contractor shall provide all services as described in Exhibit "A," which is attached hereto and incorporated into this Agreement by this reference. These services shall sometimes hereinafter be referred to as the "Project."

Contractor hereby designates Steve Clayton, Regional President, Southwest Division (UASS), who shall represent it and be its sole contact and agent in all consultations with City during the performance of this Agreement.

2. City Staff Assistance

City shall assign a staff coordinator to work directly with Contractor in the performance of this Agreement.

3. Compensation

a. City agrees to pay, and Contractor agrees to accept as total payment for its services, the rates and charges identified in Exhibit "B." The total sum to be expended under this Agreement, shall not exceed Four Hundred Forty-Eight Thousand Six Hundred Thirty-Eight Dollars and Sixty Cents (\$448,638.60) during the first year of the contract, Four Hundred Sixty Three Thousand Nine Hundred Five Dollars and Seventy Nine Cents (\$463,905.79) during the second year of the contract, and Four Hundred Eighty Thousand Two Hundred Eight Dollars and Forty Cents (\$438,208.40) during the third year of the contract. During the life of the three (3) year contract, the cost is anticipated to not exceed One Million Three Hundred Ninety-Two Thousand Seven Hundred Fifty Two Dollars and Seventy Nine Cents (\$1,392,752.79).

b. Payment by City shall be made within thirty (30) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals which may reasonably be expected by City.

c. Contractor shall be paid pursuant to the terms of Exhibit "B."

4. Term

Time is of the essence of this Agreement. The services of Contractor are to commence January 1, 2025, or as soon as practicable after the execution of this Agreement by City (the "Commencement Date") and terminate December 31, 2027, unless terminated earlier in accordance with the provisions of this Agreement. Contract may be extended for 2 additional one-year periods if mutually agreed to in writing by both parties. The time for performance of the tasks identified in Exhibit "A" are generally to be shown in Exhibit "A." This schedule and Term may be amended to benefit the Project if mutually agreed to in writing by City and Contractor.

In the event the Commencement Date precedes the Effective Date, Contractor shall be bound by all terms and conditions as provided herein.

5. Extra Work

In the event City requires additional services not included in Exhibit "A" or changes in the scope of services described in Exhibit "A," Contractor will undertake such work only after receiving written authorization from City. Additional compensation for such extra work shall be allowed only if the prior written approval of City is obtained.

6. Disposition of Plans, Estimates and Other Documents

Contractor agrees that title to all materials prepared hereunder, including, without limitation, all original drawings, designs, reports, both field and office notices, calculations, computer code, language, data or programs, maps, memoranda, letters and

City upon expiration or termination of this Agreement or upon Project completion, whichever shall occur first. These materials may be used by City as it sees fit.

7. Hold Harmless

Contractor hereby agrees to protect, defend, indemnify and hold harmless City, its officers, elected or appointed officials, employees, agents, and volunteers from and against any and all claims, damages, losses, expenses, judgments, demands and defense costs, and consequential damage or liability of any kind or nature, however caused, including those resulting from death or injury to Contractor's employees and damage to Contractor's property, arising directly or indirectly out of the obligations or operations herein undertaken by Contractor, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including but not limited to concurrent active or passive negligence, except where caused by the active negligence, sole negligence, or willful misconduct of the City. Contractor will conduct all defense at its sole cost and expense and City shall approve selection of Contractor's counsel. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Contractor.

8. Workers Compensation Insurance

Pursuant to California Labor Code Section 1861, Contractor acknowledges awareness of Section 3700 *et seq.* of this Code, which requires every employer to be insured against liability for workers' compensation; Contractor covenants that it will comply with such provisions prior to commencing performance of the work hereunder.

Contractor shall obtain and furnish to City workers' compensation and employer's liability insurance in an amount of not less than the State statutory limits.

Contractor shall require all subcontractors to provide such workers' compensation and employer's liability insurance for all of the subcontractors' employees. Contractor shall furnish to City a certificate of waiver of subrogation under the terms of the workers' compensation and employer's liability insurance and Contractor shall similarly require all subcontractors to waive subrogation.

9. General Liability Insurance

In addition to the workers' compensation and employer's liability insurance and Contractor's covenant to defend, hold harmless and indemnify City, Contractor shall obtain and furnish to City, a policy of general public liability insurance, including motor vehicle coverage covering the Project/Service. This policy shall indemnify Contractor, its officers, employees and agents while acting within the scope of their duties, against any and all claims arising out of or in connection with the Project/Service, and shall provide coverage in not less than the following amount: combined single limit bodily

injury and property damage, including products/completed operations liability and blanket contractual liability, of One Million Dollars (\$1,000,000) per occurrence. If coverage is provided under a form which includes a designated general aggregate limit, the aggregate limit must be no less than One Million Dollars (\$1,000,000) per occurrence. If coverage is provided under a form which includes a designated general aggregate limit, the aggregate limit must be no less than One Million Dollars (\$1,000,000) for this Project/Service. This policy shall name City, its officers, elected or appointed officials, employees, agents, and volunteers as Additional Insureds, and shall specifically provide that any other insurance coverage which may be applicable to the Project/Service shall be deemed excess coverage and that Contractor's insurance shall be primary.

Under no circumstances shall said above-mentioned insurance contain a self-insured retention, or a "deductible" or any other similar form of limitation on the required coverage.

10. Automobile Liability Insurance

Contractor shall obtain and furnish to City an automotive liability insurance policy covering the work performed by it hereunder. This policy shall provide coverage for Contractor's automotive liability in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and a separate "Additional Insured Endorsement" page listing both the policy number and naming the "*City of Huntington Beach, its officers, elected or appointed officials, employees, agents and volunteers*" as additional insured on the endorsement. The above-mentioned insurance shall not contain a self-insured retention, "deductible" or any similar form of limitation on the required coverage except with the express written consent of City.

11. Certificate of Insurance

Prior to commencing performance of the work hereunder, Contractor shall furnish to City a certificate of insurance subject to approval of the City Attorney evidencing the foregoing insurance coverage as required by this Agreement; the certificate shall:

- a. provide the name and policy number of each carrier and policy;
- b. state that the policy is currently in force; and
- c. promise that such policy shall not be suspended, voided or canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice; however, ten (10) days' prior written notice in the event of cancellation for nonpayment of premium.

Contractor shall maintain the foregoing insurance coverage in force until the work under this Agreement is fully completed and accepted by City.

This requirement for carrying the foregoing insurance coverage shall not derogate from Contractor's defense, hold harmless and indemnification obligations as set forth in

this Agreement. City or its representative shall at all times have the right to demand the original or a copy of the policy of insurance. Contractor shall pay, in a prompt and timely manner, the premiums on the insurance hereinabove required.

12. Independent Contractor

Contractor is, and shall be, acting at all times in the performance of this Agreement as an independent contractor herein and not as an employee of City. Contractor shall secure at its own cost and expense, and be responsible for any and all payment of all taxes, social security, state disability insurance compensation, unemployment compensation and other payroll deductions for Contractor and its officers, agents and employees and all business licenses, if any, in connection with the Project and/or the services to be performed hereunder.

13. Conflict of Interest

Contractor covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

14. Termination

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Contractor shall be entitled to receive and the City shall pay Contractor compensation for all services performed by Contractor prior to receipt of such notice of termination, subject to the following conditions:

a. As a condition of such payment, the Director may require Contractor to deliver to the City all work product completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Contractor consents the City's use thereof for such purposes as the City deems appropriate.

b. Payment need not be made for work which fails to meet the standard of performance specified in the Recitals of this Agreement.

15. Exclusivity and Amendment

This Agreement represents the complete and exclusive statement between the City and Contractor, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Contractor. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Contractor or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements,

orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein.

16. Assignment

Inasmuch as to this Agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other Contractors retained by City.

17. City Employees and Officials

Contractor shall employ no City official nor any regular City employee in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement in violation of the applicable provisions of the California Government Code.

18. Notices

Any notices, certificates, or other communications hereunder shall be given either by personal delivery to Contractor's agent (as designated in Section 1 hereinabove) or to City as the situation shall warrant, or by enclosing the same in a sealed envelope, postage prepaid, and depositing the same in the United States Postal Service, to the addresses below. City and Contractor may designate different addresses to which subsequent notices, certificates or other communications will be sent by notifying the other party via personal delivery, a reputable overnight carrier or U.S. certified U.S. certified mail-return receipt requested:

To City:

City of Huntington Beach
Attn: Lieutenant David Dereszynski
2000 Main Street
Huntington Beach, CA 92648

Contractor:

Universal Protection Service, LP DBA
Allied Universal Security Services
Attn: Steve Claton
450 Exchange
Irvine, CA 92602

19. Consent

When City's consent/approval is required under this Agreement, its consent/approval for one transaction or event shall not be deemed to be a consent/approval to any subsequent occurrence of the same or any other transactions or event.

20. Modification

No waiver or modification of any language in this Agreement shall be valid unless in writing and duly executed by both parties.

21. Section Headings

The titles, captions, section, paragraph and subject headings, and descriptive phrases at the beginning of the various sections in this Agreement are merely descriptive and are included solely for convenience of reference only and are not representative of matters included or excluded from such provisions, and do not interpret, define, limit or describe, or construe the intent of the parties or affect the construction or interpretation of any provision of this Agreement.

22. Interpretation of this Agreement

The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. If any provision of this Agreement is held by an arbitrator or court of competent jurisdiction to be unenforceable, void, illegal or invalid, such holding shall not invalidate or affect the remaining covenants and provisions of this Agreement. No covenant or provision shall be deemed dependent upon any other unless so expressly provided here. As used in this Agreement, the masculine or neuter gender and singular or plural number shall be deemed to include the other whenever the context so indicates or requires. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no right to contract, then the latter shall prevail, and the provision of this Agreement which is hereby affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

23. Duplicate Original

The original of this Agreement and one or more copies hereto have been prepared and signed in counterparts as duplicate originals, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original. Each duplicate original shall be deemed an original instrument as against any party who has signed it.

24. Immigration

Contractor shall be responsible for full compliance with the immigration and naturalization laws of the United States and shall, in particular, comply with the provisions of the United States Code regarding employment verification.

25. Legal Services Subcontracting Prohibited

Contractor and City agree that City is not liable for payment of any subcontractor work involving legal services, and that such legal services are expressly outside the scope of services contemplated hereunder. Contractor understands that pursuant to *Huntington Beach City Charter* Section 309, the City Attorney is the exclusive legal counsel for City; and City shall not be liable for payment of any legal services expenses incurred by Contractor.

26. Confidentiality

Contractor recognizes that in the performance of its duties under this Agreement, it must conduct its activities in a manner designed to protect information of a sensitive nature from improper use or disclosure. Contractor warrants that it will use reasonable efforts consistent with practices customary in the facilities management industry in recruiting, training and supervising employees and in otherwise performing its duties hereunder in order to achieve this result. In the furtherance of this, Contractor agrees, at the request of the City, to require its employees to execute written undertakings to comply with the foregoing confidentiality provision.

27. Discrimination

Contractor shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination or other employment related activities. Contractor affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

28. Jurisdiction – Venue

This Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be government and construed in accordance with the laws of the State of California. This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

29. Professional Licenses

Contractor shall, through the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Huntington Beach and all other governmental agencies. Contractor shall notify the City immediately and in writing of her inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

30. Attorney's Fees

In the event suit is brought by either party to construe, interpret and/or enforce the terms and/or provisions of this Agreement or to secure the performance hereof, each party shall bear its own attorney's fees, such that the prevailing party shall not be entitled to recover its attorney's fees from the non-prevailing party.

31. Survival

Terms and conditions of this Agreement, which by their sense and context survive the expiration or termination of this Agreement, shall so survive.

32. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the State of California.

33. Signatories

Each undersigned represents and warrants that its signature hereinbelow has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

34. Entirety

(a) The parties acknowledge and agree that they are entering into this Agreement freely and voluntarily following extensive arm's length negotiation, and that each has had the opportunity to consult with legal counsel prior to executing this Agreement. The parties also acknowledge and agree that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by that party or anyone acting on that party's behalf, which are not embodied in this Agreement, and that that party has not executed this Agreement in reliance on any representation, inducement, promise, agreement warranty, fact or circumstance not expressly set forth in this Agreement.

(b) All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

35. Effective Date

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers. This Agreement shall be effective on the date of its approval by the Mayor. This Agreement shall expire when terminated as provided herein.

CONTRACTOR
Universal Protection Service, LP
DBA Allied Universal Security Services

CITY OF HUNTINGTON BEACH, a
municipal corporation of the State of
California

By: 

Steve Claton

Mayor

Print name

ITS: (circle one) Chairman/President/
Vice President

City Clerk

AND

By: _____
Print name

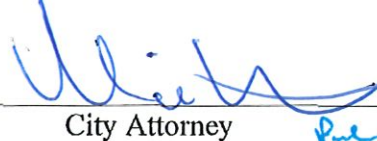
INITIATED AND APPROVED:

ITS: (circle one) Secretary/Chief Financial
Officer/Asst. Secretary-Treasurer



Police Chief

APPROVED AS TO FORM:



City Attorney *Paul*

REVIEWED AND APPROVED:

City Manager

EXHIBIT A

1. SCOPE OF PROJECT

I. CONTRACTOR QUALIFICATIONS

CONTRACTOR must meet all of the following requirements, which may be waived only at CITY's sole and absolute discretion:

Personnel Information

The names and resumes of the principal officers, partners, and or officials shall be submitted to the City for review. The names(s) and resume(s) of the individual(s) who will be considered in responsible charge of the City of Huntington Beach street sweeping enforcement contract shall be clearly indicated.

Parking Enforcement Officer's (PEO), including the Parking Enforcement Supervisor, must be capable of communicating effectively in English in order to communicate with City staff and residents, if needed. CONTRACTOR's drivers shall maintain safety and driving records in accordance with Federal, State, County, and City regulations.

The names and years of experience of each PEO and backup personnel with copies of State of California Department of Motor Vehicles records are also to be submitted. PEO's must have at least three years of driving experience.

PEOs' DMV record shall not have 2 or more violation points in a 12-month period. A DUI and Hit & Run each constitute 2 violation points (Vehicle code section 12810).

PEOs shall be equipped with cellular phones. Operators shall be required to answer or return any cell phone calls within five minutes. Operators must adhere to California Senate Bill 1613 requiring the use of a hands-free device when using a cell phone while driving.

Subcontractors

If applicable, the CONTRACTOR must include in their proposal complete identification of all subcontractors, including business address, telephone number, point of contact and work to be performed. For subcontractors performing the work called out in this agreement, the same information requested of CONTRACTOR must also be provided for the subcontractor.

Equipment

CONTRACTOR shall furnish five (5) primary street sweeping enforcement vehicles. Four (4) shall be for the Parking Enforcement Officers (PEO) and one (1) shall be for the supervising PEO. Each vehicle shall be no more than one-year-old at the time the contract begins and is good working order. It shall be branded in accordance with the agreed upon images, language, and markings.

EXHIBIT A

CONTRACTOR must have sufficient back-up vehicles to perform services when primary vehicles are unavailable due to repairs or maintenance.

The equipment shall be sufficient to perform the work required herein during the hours specified. In the event a primary street sweeping enforcement vehicle requires repair or replacement, a back-up vehicle must be available so that the established sweeping schedule does not fall behind. The successful CONTRACTOR shall be responsible for the repair, maintenance, and service of its street sweeping enforcement equipment.

Existing Inventory

CONTRACTOR must provide a detailed inventory of the CONTRACTOR's equipment and accessories that will be used to fulfill this contract.

The inventory of the street sweeping enforcement vehicle equipment shall include the following:

- Type, model/brand, year of manufacture, and the date the vehicle was acquired.
- Service records for each vehicle with total number of miles and hours (miles only, if vehicle is not equipped with an hour meter) each vehicle has been in service.
- Anticipated remaining useful life as of the date of inventory.
- Type and manufacturer of recording device for hour of operation, miles per hour, and Global Positioning System (GPS) tracking system.

All initial vehicles used shall not exceed one (1) year in age. Age of vehicle shall be determined and verified by California Department of Motor Vehicle (DMV) registration.

All vehicles shall be in "good" condition. A vehicle in good condition, on the whole, must not have any major flaws (no body damage). The interior and exterior must have very few, if any, apparent dings, scratches, or defects, and the paint is still intact. The body of the vehicle should be rust-free or have very little rust. The tires must all match with little wear. Vehicles shall be subject to inspection by the Fleet Supervisor or his designee. The Fleet Supervisor or his designee reserves the right to require any corrections deemed necessary to reflect acceptable service standards.

Vehicles must have means to monitor locations, speeds, hours of operation for reporting purposes. **"Refer to Track, Gather, and Provide Real-Time Data in this section."

Vehicles shall have the City logo on the front driver and passenger doors, the Allied Universal logo on the rear driver-side and passenger-side doors, and have must include the phrase "Under contract with The City of Huntington Beach" in six-inch (6) letters on both sides of the vehicles. Final approval of signs must be granted by the Traffic/Special Events Unit Commander or his designee prior to use.

EXHIBIT A

Leased Equipment

All leased equipment shall be listed separately with the same detailed existing inventory listing from the previous section; the time remaining on each vehicle's lease and options for renewal, where applicable, shall be stated.

II. SCOPE OF WORK

CONTRACTOR shall use and furnish, at the firm's own expense, all labor, equipment, and materials necessary for the satisfactory performance of the street services set forth herein.

The work to be performed under these specifications consist of providing street sweeping enforcement services for the City of Huntington Beach in pre-designated areas of the CITY on CITY determined schedules and at CITY selected hours of each day of the week.

Street Sweeping Enforcement Description

General — The service provider will provide street sweeping enforcement services to approximately 1,121 miles of mostly residential roadways.

There are four (4) daily street sweeping routes, which take place between 8:00 am and 4:00 pm. Some routes have different start times and the CONTRACTOR will be provided with a detailed schedule by the CITY.

During periods when there is no scheduled street sweeping (i.e. holidays, fifth weeks of the month), the PEO's will not be needed.

The CITY will only be billed for services rendered.

If services are not needed, the CITY will make our best efforts to provide 24 hour notice to the CONTRACTOR.

In situations where this is not possible, or the CONTRACTOR reports for duty to find a full day of services is not needed, the CITY intends to utilize the PEO's for a minimum of four hours of work. During these periods, the PEO's will be tasked with patrolling on-street and off-street parking areas to enforce fire lane violations, disabled parking violations, scofflaw violations, report signage and markings deficiencies, or perform other mutually agreed upon tasks/enforcement.

Pre-designated areas consist of the following:

- Various districts of residential local streets.
- Various areas posted for one side sweeping per sweeping day within posted time frames.

EXHIBIT A

- Various areas of residential local streets posted for days of the week and at posted time frames.
- Arterial Highways, Majors, Primaries, and Secondaries.
- Curb and Gutter sides, curb and gutter medians, curb and gutter one side, i.e. perimeters.
- Painted medians.
- City parking lots.
- Commercial/ Industrial areas.

Pre-Determined Schedules

Residential local streets shall be swept once per week or twice per month as directed, on various days of either 1st, 2nd, 3rd, or 4th week of the month.

Posted residential locals have time frames in addition to the daily schedules that must be adhered to.

Arterial median, painted median lanes, and intersections shall be swept in conjunction with Route 4, or as directed by the City.

III. GENERAL SPECIFICATIONS

Holidays

CONTRACTOR shall not provide street sweeping enforcement services on any of the following Holidays: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Friday after Thanksgiving, and Christmas Day. Street sweeping enforcement does still take place on Martin Luther King Day and Veteran's Day.

Prior to commencement of contract work, agreement on days of make-up sweeping due to holidays shall be reached by comparing those recognized by the bargaining units of the City, CONTRACTOR's operators, and refuse disposal personnel. Those holidays that are the same in all three groups shall become the official list for this contract and shall be recorded as such by a letter to file.

Sweeping Services Management Plan

CONTRACTOR shall have a plan for ensuring all street sweeping routes are enforced. The Management Plan must include solutions that consider population growth, parked cars, refuse pickup services, etc. CONTRACTOR is encouraged to use the latest technological advances in their plan to achieve their management plan objectives. In order to give CONTRACTOR a more accurate idea of the scope of work, the **approximate annual** curb miles are as follows:

EXHIBIT A

Residential Streets:	30,060 CM
Arterial Streets:	700 CM
Raised and Painted Medians:	1,030 CM

Delays in Street Sweeping Enforcement

In the event of inclement weather, CONTRACTOR shall not be required to perform regular scheduled street sweeping enforcement. CONTRACTOR shall, immediately upon direction from the Public Works Street Department Lead Worker or authorized designee, sweep any streets that become littered with storm debris or become impassable due to collected water. During inclement weather which prevents adherence to the regular sweeping schedule for two (2) or less days in a given week, the sweeping areas so affected by the weather shall be swept within five (5) days of the scheduled sweeping without interruption of the regular sweeping schedule. The Maintenance Operations Manager or authorized designee reserves the right to determine what constitutes inclement weather. CONTRACTOR shall perform all extra work required by such inclement weather without additional charge and shall provide CITY with a schedule of when the makeup sweeping will be completed.

Track, Gather, and Provide Real-Time Data

The selected vendor must have the ability to track, gather, and provide real-time data with the use of a GPS tracking system, or acceptable alternate system, for each PEO vehicle while performing services for the CITY. Real time access to GPS shall be provided to CITY. CITY will request a report, on an as-needed basis, that includes, but not limited to the following:

- a. Speed
- b. Direction
- c. Location on map
- d. Address
- e. Distance traveled

The recorded data intervals must not exceed one (1) minute between records (Ping Rate equal to or less than one (1) minute) and the searchable records must be kept for a minimum of six (6) months.

Communication

CONTRACTOR shall provide equipment for two-way voice or text message communication between the City of Huntington Beach and the individual sweepers.

Contractor Response

CONTRACTOR shall respond within 24 hours to requests or complaints from the CITY.

Speed Limit of Street Sweeper Enforcement Vehicles

EXHIBIT A

Sweepers shall not operate above posted speed limits.

Street Sweeping Enforcement Complaints

CONTRACTOR shall investigate any resident complaints that may concern or involve the performance of the PEO and their operation. CONTRACTOR shall report to the Traffic/Special Events Unit Commander or authorized designee on the following working day as to the action or procedure taken with reference to any complaints.

Storage of Equipment

The CITY shall provide five parking spaces at the Public Works-City Corporation Yard at 17371 Gothard St. for the storage of the CONTRACTOR vehicles during periods of non-use. While these vehicles are in use, the CITY will allow the CONTRACTOR's employees to park their personal vehicles in this space. The CITY will provide a location for the CONTRACTOR to retrieve, store, charge, the hand-held ticket writing devices.

Courteous Operation

CONTRACTOR shall perform street sweeping enforcement operations in a manner that causes a minimum inconvenience to the residents and businesses within the CITY. CONTRACTOR shall ensure that PEO's conduct their activities in a professional and courteous manner.

Accident Reports

CONTRACTOR shall provide a copy of a detailed written report of any and all accidents involving CONTRACTOR's vehicles, personnel and/or equipment while operating within the City to the designated City representative within twenty-four (24) hours from the date and time of the accident. Said report shall include the date and time of the accident and a copy of any law enforcement reports or reference identification resulting from the accident.

CONTRACTOR shall provide the name and contact information of CONTRACTOR's safety officer, including cell phone for emergency contact.

Record Keeping

CONTRACTOR shall maintain a daily log detailing enforcement areas each day, scheduled areas missed, date and time missed areas, reasons scheduled enforcement was not performed or completed as scheduled, and total citations/warnings written in the City of Huntington Beach. The report shall also specify the number and nature of complaints received, when they were responded to, and how the complaints were resolved. CONTRACTOR shall submit to the City a monthly and an annual report that summarizes curb mileage for residential, arterial, and industrial areas enforced. CONTRACTOR shall meet all Federal, State, or Local regulations pertaining to street sweeping enforcement equipment operation.

EXHIBIT A

CONTRACTOR shall provide all necessary operational information and data that may be required to complete the reporting requirements of any legally established regulatory agency.

Compensation & Invoicing

Compensation for all services shall be based on the proposed and awarded fee schedule, per the specifications and details in this Agreement. Invoices submitted by CONTRACTOR shall be paid in accordance with the terms stated on the signed Agreement. The approved pricing shall remain in effect unless modified by mutual written consent of both parties. CITY requires the CONTRACTOR to provide monthly invoices for services. Upon the request of the City, the CONTRACTOR shall submit the following information per vehicle:

- GPS Data
- Water usage and meter reads including the date the meter was read
- Sweeper CNG usage
- Routes completed
- Curb miles swept
- Complaint log

Liquidated Damages

Failure of the CONTRACTOR to complete the work in accordance with the specifications will result in damages being sustained by the CONTRACTOR.

The following are cause for liquidated damages:

- a. Missing scheduled sweeping days without providing prior notice to, and acknowledgement by, the Operations Manager, or authorized designee (including inclement weather).
- b. Poor results.
- c. Any failure or refusal by CONTRACTOR to perform in accordance with the terms of this contract.

Upon the first occurrence of any of the foregoing acts, CONTRACTOR will be notified in writing by the City. CONTRACTOR shall respond within five (5) days with a written plan stating how compliance with the requirements of the agreement must be met. If there is a second occurrence of the same act by CONTRACTOR within a thirty-day (30) period, the City shall have the right to withhold payment of \$500.00. Each separate and subsequent occurrence of the same act shall result in a liquidated-damages charge in the amount of \$500.00.

Additional/Added Posted Streets

In the event of additional posted streets are added in the City of Huntington Beach, the Public Works Street Department Lead Worker or his designee shall place them on the appropriate Sweep Schedule. CITY will provide thirty (30) days, written advance notice of changes to the route or the frequency.

EXHIBIT A

Measurements

It is the responsibility of CONTRACTOR to make all measurements to determine his proposal price. The City of Huntington Beach will not be responsible for determining the quantities of materials necessary to complete the work specified.

City of Huntington Beach Business License

CONTRACTOR and any Subcontractors are required to obtain a City of Huntington Beach Business License prior to award of Contract, and to maintain the license for the entire term of the Agreement.

Uniforms

The CONTRACTOR will provide uniforms to the PEO's and PEO Supervisor. The uniforms shall consist of: A white military type shirt with shoulder epaulets, two pleated chest pockets with three-point flaps, permanent military creases, reinforced sewn-in badge tab, pleated pockets with pen slot, and three-point scalloped flaps. The shoulders shall be adorned with Allied Universal shouldn't patches, the employee shall wear a badge with identification number clearly visible, and a name plate over the right chest pocket to include the first name initial and last name. Black uniform pants or shorts are authorized to be worn with a duty belt. Employees can wear a black baseball cap with the Allied Universal marking on the front. Black crew or ankle height socks are authorized with black shoes.

Term of Agreement

The City, at its option and with CONTRACTOR concurrence, may renew this Agreement for two (2) additional one-year (1) periods on the same terms and conditions as provided herein, including a provision for a Consumer Price Index (CPI) adjustment in the cost of the Agreement. This option may be exercised only if the CONTRACTOR demonstrates superior performance in providing services during the prior three-year (3) Agreement term and in each successive one-year (1) term thereafter.

If an increase in compensation for service in succeeding option periods is requested, the CONTRACTOR must provide detailed supporting documentation to justify the requested rate increase. The requested increase will be evaluated by the City, and the City reserves the right to negotiate, accept, or reject the CONTRACTOR's requested compensation increase. This Agreement's compensation terms may be adjusted by a mutually agreeable amount based on and no greater than the Consumer Price Index for All Urban Consumers (CPI-U) for Los Angeles-Riverside-Orange County, CA, changes over the previous contract period. Requests for price changes must be made by the CONTRACTOR in writing sixty (60) days before the end of the then-current agreement period and is subject to negotiation or rejection by the City. Compensation increases shall only be considered at the expiration of each two-year (2) contract extension period.

EXHIBIT "B"

Payment Schedule (Hourly Payment)

A. Hourly Rate

CONTRACTOR'S fees for such services shall be based upon the following hourly rate and cost schedule:

SEE ATTACHED EXHIBIT B

B. Billing

1. All billing shall be done monthly for services completed the prior month.
2. Each month's bill should include a total to date. That total should provide, at a glance, the total fees and costs incurred to date for the project.
3. CONTRACTOR shall submit to CITY an invoice for each monthly payment due. Such invoice shall:
 - A) Reference this Agreement;
 - B) Describe the services performed;
 - C) Show the total amount of the payment due;
 - D) Include the number of citations written, complaints received, miles driven, or other mutually agreed upon details.
4. Upon request of CITY, CONTRACTOR shall submit the following:
 - A) GPS Data
 - B) Routes completed
 - C) Complaint log
5. Upon submission of any such invoice, if CITY is satisfied that CONTRACTOR is making satisfactory progress toward completion of tasks in accordance with this Agreement, CITY shall approve the invoice, in which event payment shall be made within thirty (30) days of receipt of the invoice by CITY. Such approval shall not be unreasonably withheld. If CITY does not approve an invoice, CITY shall notify CONTRACTOR in writing of the reasons for non-approval and the schedule of performance set forth in **Exhibit "A"** may at the option of CITY be suspended until the parties agree that past performance by CONTRACTOR is in, or has been brought into compliance, or until this Agreement has expired or is terminated as provided herein.
5. Any billings for extra work or additional services authorized in advance and in writing by CITY shall be invoiced separately to CITY. Such invoice shall contain all of the information required above, and in addition shall list the hours expended and

hourly rate charged for such time. Such invoices shall be approved by CITY if the work performed is in accordance with the extra work or additional services requested, and if CITY is satisfied that the statement of hours worked and costs incurred is accurate. Such approval shall not be unreasonably withheld. Any dispute between the parties concerning payment of such an invoice shall be treated as separate and apart from the ongoing performance of the remainder of this Agreement.

C. Liquidated Damages

Failure of CONTRACTOR to complete work in accordance with the terms and conditions of this contract will result in damages being sustained by CONTRACTOR. The following are cause for liquidated damages:

1. Missing scheduled sweeping days without providing prior notice to, and acknowledgement by, the Maintenance Operations Manager or authorized designee (including inclement weather).
2. Poor results.
3. Any failure or refusal by CONTRACTOR to perform in accordance with the terms of this contract.

Upon the first occurrence of any of the foregoing acts, Contractor will be notified in writing by the City. Contractor shall respond within five (5) days with a written plan stating how compliance with the requirements of the agreement must be met. If there is a second occurrence of the same act by Contractor within a thirty-day (30) period, the City shall have the right to withhold payment of \$500.00. Each separate and subsequent occurrence of the same act shall result in a liquidated damages charge in the amount of \$500.00.

EXHIBIT B

City of Huntington Beach Parking						
Rate Card and Total Spend - Year 1						
<u>Post</u>	<u>Site</u>	<u>HPW</u>	<u>Wage Rate</u>	<u>Bill Rate</u>	<u>Holiday / OT Rate</u>	<u>Annual Cost</u>
Security Professional-Regular	Huntington Beach - Street Sweep	160	\$20.00	\$40.60	\$60.90	\$337,792.00
Site Supervisor-Regular	Huntington Beach - Street Sweep	40	\$25.50	\$51.77	\$77.66	\$107,681.60
Sub-Total		200				\$445,473.60
Direct Bills (Estimate)						Annual Cost
Holidays						\$3,165.00
Sub-Total						\$3,165.00
Grand Total						\$448,638.60

1. **REQUIREMENT:** Provide unarmed, uniformed professional security officers who are capable of exercising good judgment, will be highly visible at all times, deter crime, and perform other duties as outlined by the client.

2. **SCHEDULE:**

SHIFT	FRI	SAT	SUN	MON	TUE	WED	THUR
0730-1600 (Patrol Officer)	4 Officers	N/A	N/A	4 Officers	4 Officers	4 Officers	4 Officers
0730-1600 (Supervisor)	1 Officer	N/A	N/A	1 Officer	1 Officer	1 Officer	1 Officer

3. **BUDGET ESTIMATE:**

STAFF POSITION	WEEKLY HOURS	BILL RATE	HOLIDAY & OT RATE	MONTHLY	ANNUALLY	WAGE RATE
Patrol Officer	160	\$41.82	\$62.73	\$29,352.06	\$352,224.77	\$20.50
Patrol Supervisor	40	\$53.04	\$79.56	\$9,306.75	\$111,681.02	\$26.00
		\$0.00		\$0.00	\$0.00	
		\$0.00	\$0.00	\$0.00	\$0.00	
		\$0.00	\$0.00	\$0.00	\$0.00	
Sub Total (Labor)	200			\$ 38,658.82	\$463,905.79	
Grand Total (incl. Equipment)				\$ 38,658.82	\$463,905.79	

3. **BUDGET ESTIMATE:**

STAFF POSITION	WEEKLY HOURS	BILL RATE	HOLIDAY & OT RATE	MONTHLY	ANNUALLY	WAGE RATE
Patrol Officer	160	\$43.36	\$65.04	\$30,431.18	\$365,174.21	\$21.15
Patrol Supervisor	40	\$54.63	\$81.95	\$9,586.18	\$115,034.19	\$26.65
		\$0.00		\$0.00	\$0.00	
		\$0.00	\$0.00	\$0.00	\$0.00	
		\$0.00	\$0.00	\$0.00	\$0.00	
Sub Total (Labor)	200			\$ 40,017.37	\$480,208.40	
Grand Total (incl. Equipment)				\$40,017.37	\$480,208.40	



INSURANCE AND INDEMNIFICATION WAIVER MODIFICATION REQUEST

✓ck

1. Requested: Risk Management
2. Date: February 6, 2025
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: \$1,929,541.59 – (1) Year Term
6. Waiver/modification request: \$1.75 Million SIR on General Liability
7. Reason for request and why it should be granted: See attached financials.
8. Identify the risks to the City in approving this waiver/modification: Low

[Handwritten Signature]

2/6/25

Department Head Signature

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]
Signature

2-6-25
Date

2. City Attorney's Office

Approved Denied

[Signature]
Signature

3-5-25
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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/03/2025

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 LLC 30 South 17th Street Philadelphia, PA 19103 Attn: Philadelphia.certs@marsh.com / Fax: (212) 948-0360	CONTACT NAME: Marsh U.S. Operations
	PHONE (A/C No. Ext): 866-966-4664 FAX (A/C No.):
E-MAIL ADDRESS: Philadelphia.Certe@marsh.com	INSURER(S) AFFORDING COVERAGE
CN118025105-ALL-STAND-25-26	INSURER A: Indian Harbor Insurance Company HAIC # 36940
INSURED Allied Universal Topco, LLC (See Attached for Additional Named Insureds) 161 Washington Street, Suite 600 Conshohocken, PA 19428	INSURER B: Greenwich Insurance Company 22322
	INSURER C: XL Insurance America 24554
	INSURER D: Indemnity Insurance Company of North America 43575
	INSURER E: XL Specialty Insurance Company 37885
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CLE-006502213-28 **REVISION NUMBER:** 13

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	ADDITIONAL INSURED	SUBROGATION	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:			RES943799405	01/01/2025	01/01/2028	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 - COM/PROP 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"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			RAD943781808	01/01/2025	01/01/2026	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 <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			XSM G72500027 005 Excess of General Liability, Auto Liability, and Workers' Comp	01/01/2025	01/01/2026	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	RWD300120309 (AOS)	01/01/2025	01/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
C			N/A	RWR300120409 (WI)	01/01/2025	01/01/2026	E.L. EACH ACCIDENT	\$ 1,000,000
E				RWE943548209 (CA, OH)	01/01/2025	01/01/2026	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Professional Liability			RES943799405 SIR: \$1,750,000	01/01/2025	01/01/2026	Claim	2,000,000
							Aggregate	2,000,000

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**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 <i>Marsh USA LLC</i>

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ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA LLC		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.: RWE943548209
Insurer: XL Specialty Insurance Company
Effective Dates: 1/1/2025 - 1/1/2026
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.: 01-468-22-46
Insurer: National Union Fire Insurance Co.
Effective Dates: 08/15/2024 - 08/15/2025
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

ENDORSEMENT #181

This endorsement, effective on 01/01/2025 at 12:01 A.M. standard time, forms a part of
Policy No. RES943799405 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 01/01/2025 at 12:01 A.M. standard time, forms a part of
Policy No. **RES943799405** 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.

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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 01/01/2025 at 12:01 A.M. standard time, forms a part of
Policy No. RES943799405 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.

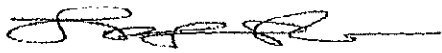
This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 01-01-2025 Policy No. RWD3001203-09 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>Named Insured: ALLIED UNIVERSAL TOPCO, LLC</p> <p>Endorsement Effective Date: January 1, 2025</p>
--

SCHEDULE

<p>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.</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.

Waiver of Our Right to Recover from Others Endorsement

This endorsement changes the policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

Excess Workers Compensation and Employers Liability Policy

In consideration of an additional premium of \$ Included, it is agreed that we have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce this right against the person or organization named in the Schedule below. This agreement applies as follows:

1. that you perform work under a written contract that requires you to obtain this agreement;
2. that you entered into a written contract prior to the loss; and
3. we agree to also waive our right of recovery but only with respect to such loss.

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

Schedule

Where required by written contract or agreement executed prior to loss.

All other policy terms and conditions remain unchanged.

This endorsement is part of your policy and takes effect on the effective date of your policy, unless another effective date is shown below.

Must be completed always:

Endorsement Number: 006
Policy Number: RWE9436482-09

Complete only when this endorsement is not prepared with the policy or is not to be effective with the policy:

Issued to:
Effective Date of this Endorsement:

XL Specialty Insurance Company

Countersigned by _____
Authorized Representative

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