



Carson Reclamation Authority

Monday, July 7, 2025
701 East Carson Street
City Hall

4:00 PM

Lula Davis-Holmes, Authority Chair

Cedric Hicks, Authority Vice Chair

Ray Aldridge, Jr., Board Member

Lillian Hopson, Board Member

Dianne Thomas, Board Member

This Agenda and corresponding staff reports can be found on the City of Carson website at www.ci.carson.ca.us

“In accordance with the Americans with Disabilities Act of 1990, if you require a disability related modification or accommodation to attend or participate in this meeting, including auxiliary aids or services, please call the City Clerk’s office at 310-952-1720 at least 48 hours prior to the meeting.” (Government Code Section 54954.2)

PUBLIC INFORMATION

The public may address the members of the Carson Reclamation Authority on matters within the jurisdiction of the Authority during the designated public comment periods. There will be two oral communication sessions: one on items ON the agenda, and another on the matters NOT on the agenda. The Oral Communications portion of the agenda is limited to one hour, with comments from each speaker limited to 3 minutes depending on the number of speakers, unless otherwise approved by the board.

IF YOU ARE NOT ABLE TO ATTEND THE MEETING IN-PERSON, PUBLIC COMMENTS CAN BE SUBMITTED BEFORE THE MEETING VIA:

- **Email:** cityclerk@carsonca.gov (up to 2 hours prior to the start of the meeting).
- **Written:** Delivered to the City Clerk's Office at City Hall (up to 2 hours prior to the start of the meeting).

Emailed and written comments received by the City Clerk's Office may not be read aloud during the meeting but will be provided to the Board and incorporated into the record.

PUBLIC VIEWING OF THIS MEETING WILL BE AVAILABLE BY:

- **Livestream:** www.carsonca.gov
- **YouTube:** www.youtube.com/@CityofCarsonCalifornia
- **Cable TV:** Spectrum (Channel 35) and ATT (Channel 99)

RULES OF DECORUM:

1. *No person attending a Public Meeting shall engage in disorderly or boisterous conduct, including but not limited to applause, whistling, stamping of feet, booing, or making any loud, threatening, profane, abusive, personal, impertinent, or slanderous utterance-that disturbs, disrupts, or otherwise impedes the orderly conduct of the meeting.*
2. *All remarks by members of the public shall be addressed to the Mayor or the Chair and not to any other member of the public or to any single Council, Board or Commission Member unless in response to a question from that Member.*
3. *Signs, placards, banners, or other similar items shall not be permitted in the audience during a Public Meeting if the presence of such item disturbs, disrupts or otherwise impedes the orderly conduct of the meeting.*
4. *All persons attending a Public Meeting shall remain seated in the seats provided, unless addressing the body at the podium or entering or leaving the meeting.*
5. *All persons attending a Public Meeting shall obey any lawful order of the Presiding Officer to enforce the Rules of Decorum.*

- *Treat everyone courteously*
- *Listen to others respectfully*
- *Exercise self-control*
- *Give open-minded consideration to all viewpoints*
- *Focus on the issues and avoid personalizing debate*
- *Embrace respectful disagreement and dissent as democratic rights that are inherent components of an inclusive public process and rolls for forging sound decisions*

Everyone is urged to take appropriate health safety precautions before entering Carson City Hall. Wearing a mask is not required but highly recommended for those who are experiencing any airborne illness symptoms.

CALL TO ORDER: CARSON RECLAMATION AUTHORITY (4:00PM)

ROLL CALL (AUTHORITY SECRETARY)

FLAG SALUTE

INVOCATION

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION**RECOMMENDED ACTION**

— A closed session will be held, pursuant to Government Code Section 54956.9(d)(1), to confer with legal counsel regarding pending litigation to which the Carson Reclamation Authority is a party. The title of such litigation is as follows: CAM-Carson, LLC v. Carson Reclamation Authority, City of Carson and Successor Agency to the Carson Redevelopment Agency, Los Angeles Superior Court Case No. 20STCV16461.

REPORT ON ANY PUBLIC COMMENTS ON CLOSED SESSION ITEMS (AUTHORITY SECRETARY)

ANNOUNCEMENT OF CLOSED SESSION ITEMS (AUTHORITY COUNSEL)

RECESS INTO CLOSED SESSION

RECONVENE INTO OPEN SESSION

REPORT ON CLOSED SESSION ACTIONS (AUTHORITY COUNSEL)

ORAL COMMUNICATIONS FOR MATTERS LISTED ON THE AGENDA (MEMBERS OF THE PUBLIC)

The public may address the members of the Carson Reclamation Authority on any matters within the jurisdiction of the Carson Reclamation Authority. No action may be taken on non-agendized items except as authorized by law. Speakers are limited to no more than three minutes, speaking once.

APPROVAL OF MINUTES

2. APPROVAL OF THE FOLLOWING CARSON RECLAMATION AUTHORITY MEETING MINUTES: JUNE 2, 2025 (REGULAR)**RECOMMENDED ACTION**

— APPROVE the minutes as listed.

CONSENT

3. CONSIDER APPROVAL OF CARSON RECLAMATION AUTHORITY CLAIMS & DEMANDS RESOLUTION NO. 25-08-CRJPA

RECOMMENDED ACTION

— APPROVE RESOLUTION NO. 25-08-CRJPA

4. CONSIDER MONTHLY INVESTMENT AND CASH REPORT FOR THE CARSON RECLAMATION AUTHORITY FOR THE MONTH ENDING APRIL 30, 2025, AND MAY 31, 2025

RECOMMENDED ACTION

— RECEIVE and FILE

5. CONSIDER AN AGREEMENT WITH CALIFORNIA WATER SERVICE FOR THE DESIGN AND INSPECTION RELATED TO THE INSTALLATION OF DOMESTIC WATER SERVICE IN LENARDO DRIVE AND STAMPS ROAD TO ALLOW FOR THE PAYMENT OF A CONSTRUCTION DEPOSIT IN THE AMOUNT OF \$1,100,883.00 AND AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE RELATED APPLICATIONS AND AGREEMENTS

RECOMMENDED ACTION

— AUTHORIZE the payment of a construction deposit to California Water Service in the amount of \$1,100,883.00 for the installation of domestic water lines in Lenardo Drive

— AUTHORIZE the Executive Director to execute a Subdivider Installation Agreement between the CRA and Cal Water, a Land Owner Permission Letter for Cal Water Discharge, and other associated documents

6. CONSIDER AUTHORIZING EXECUTIVE DIRECTOR TO APPROVE AND BIND COVERAGE ON AN OWNER PROTECTIVE PROFESSIONAL INDEMNITY PROGRAM (OPPI) WITH MS TRANSVERSE SPECIALTY INSURANCE COMPANY WITH A \$10,000,000 LIMIT OF LIABILITY AND A FIVE-YEAR TERM, AT A TOTAL COST OF \$154,770 WHICH INCLUDES BROKER COMMISSION AND SURPLUS LINES TAXES, PROCURED THROUGH MARSH USA, INC. AND RELATED TO THE CONSTRUCTION OF LENARDO DRIVE AND OTHER INFRASTRUCTURE IMPROVEMENTS ON THE FORMER CAL COMPACT LANDFILL

RECOMMENDED ACTION

— AUTHORIZE the Executive Director to bind coverage on behalf of the Carson Reclamation Authority on an Owner Protective Professional Indemnity Program (OPPI) from MS Transverse Specialty Insurance Company with a limit of liability of \$10,000,000, procured through Marsh USA, Inc. and underwritten by Launch Underwriters, Inc. having a term of five years, with a total cost of \$154,770.

DISCUSSION

ORAL COMMUNICATIONS FOR MATTERS NOT LISTED ON THE AGENDA (MEMBERS OF THE PUBLIC)

ORAL COMMUNICATIONS (AUTHORITY MEMBERS)

ADJOURNMENT



Carson Reclamation Authority

701 East Carson Street

Report to Carson Reclamation Authority

Monday, July 7, 2025, 4:00 PM

CLOSED SESSION 1.

To: Carson Reclamation Authority
From: John Raymond, Executive Director
Subject: CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

I. SUMMARY

II. RECOMMENDATION

A closed session will be held, pursuant to Government Code Section 54956.9(d)(1), to confer with legal counsel regarding pending litigation to which the Carson Reclamation Authority is a party. The title of such litigation is as follows: CAM-Carson, LLC v. Carson Reclamation Authority, City of Carson and Successor Agency to the Carson Redevelopment Agency, Los Angeles Superior Court Case No. 20STCV16461.

III. ALTERNATIVES

IV. BACKGROUND

V. FISCAL IMPACT

VI. EXHIBITS



Carson Reclamation Authority

701 East Carson Street

Report to Carson Reclamation Authority

Monday, July 7, 2025, 4:00 PM

APPROVAL OF MINUTES 2.

To: Carson Reclamation Authority

From: Dr. Khaleah K. Bradshaw, Authority Secretary

Subject: APPROVAL OF THE FOLLOWING CARSON RECLAMATION AUTHORITY MEETING MINUTES:
JUNE 2, 2025 (REGULAR)

I. **SUMMARY**

The Authority Secretary is seeking approval of the following minutes:

- Monday, June 2, 2025 (Regular)

II. **RECOMMENDATION**

APPROVE the minutes as listed.

III. **ALTERNATIVES**

None.

IV. **BACKGROUND**

None.

V. **FISCAL IMPACT**

None.

VI. **EXHIBITS**

1. Minutes, June 2, 2025 (Regular)

Prepared by: Dr. Khaleah K. Bradshaw, Authority Secretary and Joy Simarago, Deputy Authority Secretary

Attachments

[Minutes - CRA Reg Mtg 06-02-25.pdf](#)



MONDAY, JUNE 2, 2025
701 East Carson Street
City Hall
4:00 PM

Carson Reclamation Authority

REGULAR MEETING MINUTES

Lula Davis-Holmes, Authority Chair

Cedric Hicks, Sr., Authority Vice Chair

Ray Aldridge, Jr., Board Member

Lillian Hopson, Board Member

Dianne Thomas, Board Member

CALL TO ORDER: CARSON RECLAMATION AUTHORITY (4:00PM)

The meeting was called to order at 4:02 P.M. by Authority Vice Chair Hicks, Sr. in the Helen Kawagoe Council Chambers, Carson City Hall, located at 701 E. Carson Street, Carson, California 90745.

ROLL CALL (AUTHORITY SECRETARY)

Authority Secretary, Dr. Khaleah K. Bradshaw noted the roll:

Authority Board Members Present:

Authority Chair Lula Davis-Holmes, Authority Vice Chair Cedric Hicks, Sr., Board Member Ray Aldridge, Jr., Board Member Dianne Thomas, and Board Member Lillian Hopson

Also Present:

Monica Cooper, Authority Treasurer; Danny Aleshire, Assistant Authority Counsel; and John Raymond, Executive Director

FLAG SALUTE

Board Member Hopson led the Pledge of Allegiance.

INVOCATION

Board Member Thomas gave the invocation.

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION-
RECOMMENDED ACTION

— A closed session will be held, pursuant to Government Code Section 54956.9(d)(1), to confer with legal counsel regarding pending litigation to which the Carson Reclamation Authority is a party. The title of such litigation is as follows: CAM-Carson, LLC v. Carson Reclamation Authority, City of Carson and Successor Agency to the Carson Redevelopment Agency, Los Angeles Superior Court Case No. 20STCV16461.

ACTION: No reportable action was taken.

REPORT ON ANY PUBLIC COMMENTS ON CLOSED SESSION ITEMS (AUTHORITY SECRETARY)

None.

ANNOUNCEMENT OF CLOSED SESSION ITEMS (AUTHORITY COUNSEL)

Assistant Authority Counsel Aleshire announced the Closed Session item.

RECESS INTO CLOSED SESSION

The meeting was recessed at 4:06 P.M. by Authority Vice Chair Hicks, Sr.

RECONVENE INTO OPEN SESSION

The meeting was reconvened at 5:21 P.M. by Authority Vice Chair Hicks, Sr.

REPORT ON CLOSED SESSION ACTIONS (AUTHORITY COUNSEL)

Assistant Authority Counsel Aleshire gave the Closed Session report.

ORAL COMMUNICATIONS FOR MATTERS LISTED ON THE AGENDA (MEMBERS OF THE PUBLIC)

None.

APPROVAL OF MINUTES

To Approve motion by Lula Davis-Holmes seconded by Lillian Hopson resulting in 5-0-0-0-0

2. APPROVAL OF THE FOLLOWING CARSON RECLAMATION AUTHORITY MEETING MINUTES:
APRIL 7, 2025 (REGULAR) and MAY 5, 2025 (REGULAR)- 5:22 PM

RECOMMENDED ACTION

— APPROVE the minutes as listed.

CONSENT

To Approve motion by Lula Davis-Holmes seconded by Lillian Hopson resulting in 5-0-0-0-0

3. CONSIDER APPROVAL OF CARSON RECLAMATION AUTHORITY CLAIMS & DEMANDS
RESOLUTION NO. 25-06-CRJPA- 5:22 PM

RECOMMENDED ACTION

— APPROVE RESOLUTION NO. 25-06-CRJPA.

ACTION: Item No. 3 was approved on Consent.

4. CONSIDER RENEWAL OF A PUBLIC ENTITY LIABILITY POLICY FROM CHUBB COMPANIES USA, WRITTEN BY ACE AMERICAN INSURANCE COMPANY, PROCURED THROUGH MARSH USA, INC. IN AN AGGREGATE LIMIT OF NO MORE \$10,000,000 AND A PREMIUM AMOUNT NOT TO EXCEED \$180,490.00 AND AUTHORIZE EXECUTIVE DIRECTOR TO BIND THE POLICY AND EXECUTE RELATED DOCUMENTS- 5:22 PM

RECOMMENDED ACTION

— APPROVE binding coverage under the ACE American Insurance Company Public Entity Liability Policy, procured from Chubb Companies USA through Marsh USA, Inc., with an aggregate limit of liability of no more than \$10,000,000 and a premium amount not to exceed \$180,490.00.

— AUTHORIZE the Executive Director to bind coverage on behalf of the CRA and to execute any related documents.

ACTION: Item No. 4 was approved on Consent.

DISCUSSION

5. CONSIDER RESOLUTION NO. 25-07-CRJPA, A RESOLUTION OF THE CARSON RECLAMATION JOINT POWERS AUTHORITY ADOPTING THE FISCAL YEAR 2025/26 BUDGET AND APPROVING APPROPRIATIONS FOR THE 2025/26 FISCAL YEAR- 5:22 PM

RECOMMENDED ACTION

— WAIVE FURTHER READING AND APPROVE Resolution No. 25-07-CRJPA, A RESOLUTION OF THE CARSON RECLAMATION JOINT POWERS AUTHORITY ADOPTING THE FISCAL YEAR 2025/26 BUDGET AND APPROVING APPROPRIATIONS FOR THE 2025/26 FISCAL YEAR

Executive Director Raymond gave a report.

Authority Chair Davis-Holmes inquired about the receipt of grant money for the Carson Reclamation Authority (CRA).

Executive Director Raymond responded to her inquiry.

To Approve motion by Cedric Hicks seconded by Dianne Thomas resulting in 5-0-0-0-0

6. CONSIDER PRESENTATION OF CARSON RECLAMATION AUTHORITY HISTORICAL INSURANCE PURCHASES- 5:34 PM

RECOMMENDED ACTION

— Receive and File a presentation by the CRA's Administrative Mentorship Intern, Diego Rodriquez

ACTION: Administrative Mentorship Intern Diego Rodriguez gave a PowerPoint presentation of the CRA Cal-Landfill Insurance Report.

Authority Chair Davis-Holmes asked where the money will be coming from. Executive Director Raymond responded to her question.

Board Member Aldridge, Jr. asked about the assessed value of the property and cost of the insurance. Executive Director Raymond answered his question.

ORAL COMMUNICATIONS FOR MATTERS NOT LISTED ON THE AGENDA (MEMBERS OF THE PUBLIC)

None.

ORAL COMMUNICATIONS (AUTHORITY MEMBERS)

Board Member Thomas announced the Juneteenth Celebration will occur on June 14, 2025, from 11:00 A.M. to 6:00 P.M. at Anderson Park. There will be no access to the park prior to 10:30 A.M.

Board Member Aldridge, Jr. and Board Member Hopson shared a Happy Father's Day wish to the fathers and father figures.

Authority Chair Davis-Holmes wished Happy Father's Day to all the fathers and shared that she was honored and selected as one of the Top 500 leaders in Los Angeles.

Authority Vice Chair Hicks, Sr. wished Happy Father's Day to all the fathers and shared that he is hosting his annual free Ice Cream Giveaway for all fathers on June 15, 2025, from 12 noon to 5:00 P.M., at Ken's Ice Cream located at 18500 South Avalon Boulevard, Carson.

Authority Chair Davis-Holmes thanked staff for their work.

Authority Treasurer Cooper wished Happy Father's Day to everyone.

ANNOUNCEMENT OF UNFINISHED OR CONTINUED CLOSED SESSION ITEMS (AS NECESSARY)

None.

ADJOURNMENT

The meeting was adjourned at 5:59 P.M. by Authority Vice Chair Hicks, Sr.

Lula Davis-Holmes

Authority Chair

ATTEST:

Dr. Khaleah K. Bradshaw

Authority Secretary



**Carson Reclamation
Authority**

701 East Carson Street

Report to Carson Reclamation Authority

Monday, July 7, 2025, 4:00 PM

CONSENT 3.

To: Carson Reclamation Authority

From:

Subject: CONSIDER APPROVAL OF CARSON RECLAMATION AUTHORITY CLAIMS & DEMANDS
RESOLUTION NO. 25-08-CRJPA

I. SUMMARY

RESOLUTION NO. 25-08-CRJPA, A RESOLUTION OF THE CARSON RECLAMATION AUTHORITY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF **\$874,774.89**.

II. RECOMMENDATION

APPROVE RESOLUTION NO. 25-08-CRJPA.

III. ALTERNATIVES

NONE.

IV. BACKGROUND

THE CARSON RECLAMATION AUTHORITY DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. The claims and demands listed in this Resolution have been reviewed for accuracy and compliance with the budget and applicable agreements and are hereby ratified in the amount hereinafter set forth:

Section 2. On July 7, 2025, the Carson Reclamation Authority ratified the said claims and demands and authorization was given to the Authority Treasurer to pay, out of the Authority funds, to each of the claimants listed above, the amount of claims appearing opposite their respective names, for the purpose stated on the respective demands, making a total of **\$874,774.89**.

Section 3. That the Authority Secretary shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.

PASSED, APPROVED and ADOPTED this 7th DAY OF JULY, 2025.

CARSON RECLAMATION AUTHORITY, a public body

By:

AUTHORITY CHAIRMAN, LULA
DAVIS-HOLMES

ATTEST:

AUTHORITY SECRETARY, DR. KHALEAH BRADSHAW

APPROVED AS TO FORM:

AUTHORITY COUNSEL, SUNNY SOLTANI

V. FISCAL IMPACT

CERTIFICATION

In accordance with §37202 of the California Government Code, I hereby certify that the above demands are accurate and that funds are available for payment thereof. I certify under penalty of perjury that the foregoing is true and correct.

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)
CITY OF CARSON)

I, Dr. Khaleah K. Bradshaw, City Clerk of the City of Carson, California, hereby attest to and certify that the foregoing resolution, being Resolution No. 25-08-CRJPA, adopted by the City of Carson City Council at its meeting held on July 7, 2025, by the following vote:

AYES: AUTHORITY BOARD MEMBERS:

NOES: AUTHORITY BOARD MEMBERS:

ABSTAIN: AUTHORITY BOARD MEMBERS:

ABSENT: AUTHORITY BOARD MEMBERS:

EXECUTED THE 7th DAY OF JULY,
2025 AT CARSON,CALIFORNIA:

EXECUTIVE DIRECTOR, JOHN
RAYMOND

VI. EXHIBITS

1. DEMAND RESOLUTION #25-08-CRJPA

Attachments

[EXHIBIT NO.1 - DEMAND RESOLUTION #25-08-CRJPA.pdf](#)

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 578-99-999-999-1031-

FOR: All Except Stale

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
254	05/29/2025	WIRE	004084 RE SOLUTIONS	289,993.48	Mar '25	O&M, management fees	
256	06/24/2025	WIRE	005525 GREENBERG TRAURIG LLP	57,152.00	May '25	legal fees	
257	06/24/2025	WIRE	004084 RE SOLUTIONS	230,222.94	Apr '25	O&M, management fees	
1776	06/05/2025	PRINTED	000797 ALESHIRE AND WYNDER LLP	1,058.20	Apr '25	legal fees	
1777	06/05/2025	PRINTED	001174 DEPARTMENT OF TOXIC SUBTA	53,046.11	J-M '25	project (cleanup) oversight	
1778	06/05/2025	PRINTED	004417 SOCALGAS	10,691.39	May '25	gas utility	
1779	06/05/2025	PRINTED	000129 SOUTHERN CALIFORNIA EDISO	5,683.30	May '25	electric utility	
1780	06/12/2025	PRINTED	000797 ALESHIRE AND WYNDER LLP	38,579.37	Apr-May '25	legal fees	
1781	06/12/2025	PRINTED	000079 CALIFORNIA WATER SERVICE	2,011.46	May '25	water utility	
1782	06/26/2025	PRINTED	006831 MARSH USA INC.	180,000.00		Public Entity insurance premium	
1783	06/26/2025	VOID	004417 SOCALGAS	.00		VOID	
1784	06/26/2025	PRINTED	000129 SOUTHERN CALIFORNIA EDISO	6,336.64	Jun '25	electric utility	
12 CHECKS				874,774.89			
CASH ACCOUNT TOTAL							.00

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
12 CHECKS	FINAL TOTAL	874,774.89	.00

** END OF REPORT - Generated by BRAULIO ALATORRE **



Carson Reclamation Authority

701 East Carson Street

Report to Carson Reclamation Authority

Monday, July 7, 2025, 4:00 PM

CONSENT 4.

To: Carson Reclamation Authority

From: Monica Cooper, Authority Treasurer

Subject: CONSIDER MONTHLY INVESTMENT AND CASH REPORT FOR THE CARSON RECLAMATION AUTHORITY FOR THE MONTH ENDING APRIL 30, 2025, AND MAY 31, 2025

I. SUMMARY

Submitted to the Carson Reclamation Authority Board members is the monthly Reserves and Cash report:

Available cash as of April 30, 2025: \$797,556.63 May 31, 2025: \$945,925.34

Balance of reserve funds as of April 30, 2025: \$14,478,685.31 May 31, 2025: 14,486,010.91

II. RECOMMENDATION

RECEIVE and **FILE**

III. ALTERNATIVES

TAKE another action the Board deems appropriate.

IV. BACKGROUND

The monthly Investment and Cash report is submitted to the Carson Reclamation Authority Board to ensure the legislative body is kept abreast of the value of the reserve funds and available cash. The Treasurer attests to the Authority's assets and not the sufficiency.

V. FISCAL IMPACT

None.

VI. EXHIBITS

1. Carson Reclamation Authority Reserve Holdings - April 30, 2025
2. Carson Reclamation Authority Reserve Holdings - May 30, 2025

Prepared By: Monica Cooper, Carson Reclamation Authority Treasurer

Attachments

[4.EX.1_CRA Reserve Holdings Report - April 30, 2025](#)

[4.Ex.2 CRA Reserve Holdings Report - May 30, 2025](#)



***Reclamation Authority
Reserve Holdings
As of April 30, 2025***

Description	CUSIP/Ticker	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	% of Portfolio
Carson Reclamation Authority						
LOCAL AGENCY INVESTMENT FUND LGIP	LAIF-9070	4.281	177.76	177.76	177.76	0.00
Sub Total / Average Carson Reclamation Authority		4.281	177.76	177.76	177.76	0.00
Carson Reclamation Authority #2						
BNY Cash Reserve Cash	MM7946	0.130	14,414,978.12	14,414,978.12	14,414,978.12	99.56
Sub Total / Average Carson Reclamation Authority #2		0.130	14,414,978.12	14,414,978.12	14,414,978.12	99.56
Carson Reclamation Authority Remediation						
D. Treasury Cash Management Cash	946933	0.130	63,529.43	63,529.43	63,529.43	0.44
Sub Total / Average Carson Reclamation Authority Remediation		0.130	63,529.43	63,529.43	63,529.43	0.44
Total / Average		0.130	14,478,685.31	14,478,685.31	14,478,685.31	100



Reclamation Authority
Reserve Holdings
As of May 31, 2025

Description	CUSIP/Ticker	Security Type	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	% of Portfolio
Carson Reclamation Authority							
LOCAL AGENCY INVESTMENT FUND LGIP	LAIF-9070	Local Government Investment Pool	4.281	177.76	177.76	177.76	0.00
Sub Total / Average Carson Reclamation Authority			4.281	177.76	177.76	177.76	0.00
Carson Reclamation Authority #2							
BNY Cash Reserve Cash	MM7946	Cash	0.130	14,422,086.80	14,422,086.80	14,422,086.80	99.56
Sub Total / Average Carson Reclamation Authority #2			0.130	14,422,086.80	14,422,086.80	14,422,086.80	99.56
Carson Reclamation Authority Remediation							
D. Treasury Cash Management Cash	946933	Cash	0.130	63,746.35	63,746.35	63,746.35	0.44
Sub Total / Average Carson Reclamation Authority Remediation			0.130	63,746.35	63,746.35	63,746.35	0.44
Total / Average			0.130	14,486,010.91	14,486,010.91	14,486,010.91	100



Carson Reclamation Authority

701 East Carson Street

Report to Carson Reclamation Authority

Monday, July 7, 2025, 4:00 PM

CONSENT 5.

To: Carson Reclamation Authority

From: John Raymond, Executive Director

Subject: CONSIDER AN AGREEMENT WITH CALIFORNIA WATER SERVICE FOR THE DESIGN AND INSPECTION RELATED TO THE INSTALLATION OF DOMESTIC WATER SERVICE IN LENARDO DRIVE AND STAMPS ROAD TO ALLOW FOR THE PAYMENT OF A CONSTRUCTION DEPOSIT IN THE AMOUNT OF \$1,100,883.00 AND AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE RELATED APPLICATIONS AND AGREEMENTS

I. SUMMARY

These actions are necessary for the CRA to undertake the installation of the domestic water lines in Lenardo Drive to serve the development at the former Cal Compact Landfill project. They include the payment of a construction deposit, the submission of an application for a Subdivision Installation Agreement and a Land Owner Permission Letter for Cal Water Discharge, among other documents.

II. RECOMMENDATION

1. **AUTHORIZE** the payment of a construction deposit to California Water Service (Cal Water) in the amount of \$1,100,883.00 for the installation of domestic water lines in Lenardo Drive.
2. **AUTHORIZE** the Executive Director to submit an application for and execute a Subdivider Installation Agreement between the CRA and Cal Water, a Land Owner Permission Letter for Cal Water Discharge, and other associated documents.

III. ALTERNATIVES

TAKE another action the Board deems appropriate.

IV. BACKGROUND

The CRA has begun work on the construction of Lenardo Drive in the former Cal Compact landfill, including the installation of all wet and dry utilities. Wet utilities are installed first, with sewer and storm drain installed in the bottom trench followed by recycled water and then domestic water. The first three utilities are designed by the applicant/developer (e.g. the CRA) and plan checked by the permitting agencies while domestic water is designed by the utility, Cal Water. Cal Water also provides options for installation: the CRA can request Cal Water construct it at the CRA's cost, or the CRA can use an authorized contractor to install it and pay Cal Water a non-refundable deposit for their design and inspection costs.

Based on the estimated cost of domestic water installation in Snyder Langston's GMAX budget, it is less expensive to pay the Cal Water deposit and use the CRA's contractor to construct the water system. That's not even accounting for the reduction in conflicts that would arise from having two contractors working in the same workspace at the same time.

Cal Water's Engineering Department has estimated the cost of the project to be \$4,513,793.00. (See cost sheet attached to the letter for detailed cost estimate.) This estimate is based upon current costs and materials obtained through regular sources. Installation of water facilities would be after storm drain and sanitary sewers, but prior to other utilities or improvements such as street paving, sidewalks, driveways, etc. If the CRA elected to have Cal Water to construct the line, we would be required to remit payment of \$4,508,793.00. (The CRA's deposit of \$5,000.00 has been deducted from the total.) However, staff is recommending the latter approach using the CRA's qualified contractor. Under this option, the CRA would need to remit the deposit payment of \$1,100,883.00.

The CRA will also need to provide proof of a public utilities easement (recorded tract map) or a 20 ft. water easement for proposed water facilities. The application is for a Subdivider Installation Agreement (Agreement) between the CRA and Cal Water; to prepare it the attached form must be completed and returned to Cal Water. The Agreement must be prepared, signed and returned prior to tie-in. Also, the attached "Land Owner Permission Letter for Cal Water Discharge" must be completed and returned. Information needed includes the name of the installing contractor, insurance, and license information. Other requirements include:

- An on-site meeting with Cal Water and contractor is required prior to start of work.
- Contractor must provide all materials (onsite,) and Cal Water must inspect materials, prior to installation.
- Contractor to excavate area and install new facilities.
- Contractor to backfill area upon completion of tie-in.
- Cal Water will abandon any existing facilities, if necessary. Cal Water will perform the tie-in(s) to existing facilities.

When the water system is completed, the CRA will provide its cost for Cal Water facilities only. If the actual cost is less than the amount deposited, the difference will be refunded to the CRA. If the actual cost is more than the amount deposited, the CRA will be invoiced for the difference. The "Developer's Cost Statement" must be provided to Cal Water within 60 days of the completion of the project's water facilities, to avoid significant accounting delays. If Cal Water does not receive our statement as instructed, they will proceed with closing our project at 90% of Cal Water's estimated installation cost.

V. FISCAL IMPACT

Under the option of constructing the water lines using our contractor, the CRA would need to remit the deposit payment of \$1,100,883.00 to Cal Water. The construction cost cannot be fully determined until the final plans are bid, and the plans aren't received until the deposit is paid, but the estimated cost of construction (reserved as an allowance now in the GMAX) is \$2.55 million. If the bid number comes in at that amount, even combined with the deposit, it represents about \$1,000,000 in savings over having Cal Water performing the work. In addition, the \$1,100,883.00 is based on the estimated cost of \$4.5 million, so the CRA may be entitled to a refund of an unspent amount of deposit at the completion of the project. This is a core street activity and lies within the Wet Utilities subcontractor work, so would be eligible for using the Measure R / Measure M bonds.

VI. EXHIBITS

1. Letter from Cal Water Including Project Cost Estimate and Request for Deposit Payment
2. Land Owner Permission Letter for Cal Water Discharge (template)

Attachments

[Letter from Cal Water with Project Cost Estimate and Request for Payment](#)

[Land Owner Permission for Cal Water Discharge \(template\)](#)



CALIFORNIA WATER SERVICE

June 17, 2025

Michael Baker International
5 Hutton Center Drive, Suite 500
Santa Ana, CA, CA 92707
Attn: David Hoopfer

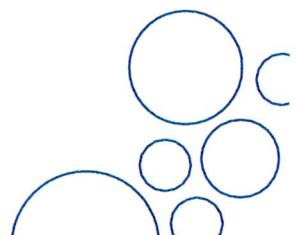
Subject: WO #119311- The District at South Bay

David Hoopfer:

Our Engineering Department has estimated the cost of the subject project to be \$4,513,793.00. See attached cost sheet for detailed cost estimate. This estimate is based upon current costs and materials obtained through regular sources. Installation of water facilities will be after storm drain and sanitary sewers, but prior to other utilities or improvements such as street paving, sidewalks, driveways, etc.

I. If you elect California Water Service to complete this installation:

- **Remit payment of \$4,508,793.00** Your deposit of \$5000.00 has been deducted from the total. See attached Detailed Cost Estimate, for details.
- **Proof of Public Utilities Easement (PUE).** California Water Service Company will require proof of PUE (recorded tract map) or a 20 ft. water easement for proposed water facilities.
 - If the recorded tract map cannot be provided, Cal Water will require an easement description and plat-map. This easement will then be quitclaimed back to the property owner, upon written request, once Cal Water receives the recorded tract map.
- **Agreement** – To prepare an Agreement, please complete the attached form and return to Cal Water. The Agreement must be prepared, signed, and returned prior to start of construction. See attached Rule 15 for details.
- **Complete and return the attached "Land Owner Permission Letter for Cal Water Discharge".**
- We will schedule work crews as soon as the above items are received, and the location is staked by your engineer and approved by Cal Water.

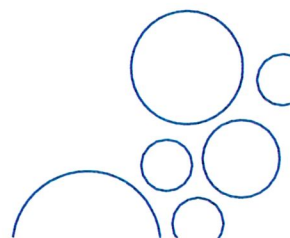




CALIFORNIA WATER SERVICE

II. If you elect to hire your own qualified contractor:

- **Remit payment of \$ 1,100,883.00** Your deposit of \$5,000.00 has been deducted from the total. See attached Detailed Cost Estimate, for details.
 - If you would like to pay for plans and specifications only, please remit payment of \$395,586.00. The remaining balance of \$705,297.00 will be due before construction can begin, and an agreement has to be prepared (which is required before the tie-in of your development to Cal Water system).
- **Proof of PUE.** California Water Service Company will require proof of PUE (recorded tract map) or a 20 ft. water easement for proposed water facilities.
 - If the recorded tract map cannot be provided, Cal Water will require an easement description and plat-map. This easement will then be quitclaimed back to the property owner, upon written request, once Cal Water receives the recorded tract map.
- **Agreement** - To prepare an Agreement, please complete the attached form and return to Cal Water. The Agreement must be prepared, signed and returned prior to tie-in. See attached Rule 15 for details.
- **Complete and return the attached "Land Owner Permission Letter for Cal Water Discharge".**
- **Installing contractor** – Provide installing contractor's name, insurance and license information. See attached Form 1518 for details.
 - An **on-site meeting** with Cal Water and contractor is required **prior** to start of work.
 - Contractor must provide all materials (onsite,) and Cal Water must inspect materials, **prior** to installation.
 - Contractor to excavate area and install new facilities.
 - Contractor to backfill area upon completion of tie-in.
- Cal Water will abandon any existing facilities, if necessary. Cal Water will perform the tie-in(s) to existing facilities.
- When the water system is completed, **provide your cost for Cal Water facilities only.** A blank "Developer's Cost Statement" is provided. If the actual cost is less than the amount deposited, the difference will be refunded to you. If the actual cost is more than the amount deposited, you will be invoiced for the difference.
 - Please note, the "Developer's Cost Statement" must be provided to Cal Water within 60 days of the completion of your project's water facilities, to avoid significant accounting delays. If we do not receive your statement as instructed, we will proceed with closing your project at 90% of Cal Water's estimated installation cost.





CALIFORNIA WATER SERVICE

Please note that all services requiring backflow devices per Rule 16 are to be installed directly behind our meters. Attached are "Backflow Prevention Assembly Test Reports." Please have the forms completed and returned to our office after initial testing. The devices must be tested upon installation and annually thereafter. If you have any questions regarding backflow, please contact our Cross Connection Control Specialist, Jonathan Munoz at 310-420-8642.

This estimate is submitted as preliminary information only. The figures and information contained herein are subject to execution of an agreement within 60 days of this date.

If your project requires a utility conflict variance, project design plans are provided with the understanding they are pending variance approval from the State Water Resources Control Board, Division of Drinking Water (DDW). You will be notified once the approval is granted.

If you wish to proceed with this development, or have any questions concerning construction or the installation, please call me at 310-257-1479.

Sincerely,

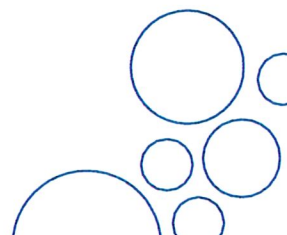
A handwritten signature in blue ink, appearing to read "Tracy Maestro", with a long horizontal flourish extending to the right.

Tracy Maestro
Superintendent

Enclosures

CC: Cris Rosete, Manager of Engineering Distribution

WO: 00119311



CALIFORNIA WATER SERVICE COMPANY - ENGINEERING DEPARTMENT
DETAILED COST ESTIMATE *RULE 15-C EXTENSION*

District: RANCHO DOMINGUEZ

Description of subdivision, tract or properties to be served: Phase 2- Boulevards at South Bay

California P.U.C Land Use Classification: 15-C STANDARD

Total length of :

450 ft. of Steel	in Steel Casing pipe	in 300 LF 16" STL Casing	12 in	\$216,294
1100 ft. of HDPE Pipe			12 in	\$178,972
3250 ft. of HDPE Pipe			16 in	\$948,578
1	Tie-in to Existing Water Main			\$36,116
1	Tie-in to Existing Water Main			\$34,596
1	Tie-in to Existing Water Main			\$47,483
6	Short Services	3" meter		\$385,805
1	Service Reconn. -Work By CWS	off existing main		\$47,068
3	Short Services	2" meter		\$29,603
25	Fire Hydrant Connections			\$1,040,858
2	Fire Hydrant Conn. -Work By CWS	off existing main		\$77,265
1	Fire Service -Work By CWS	off existing main		\$159,468
3	Fire Service			\$418,937
5	Fire Service			\$489,727
1	Fire service Reconn.	Sheet C-02		\$32,752
2	Special	expansion joint (detail 4/C-11)		\$72,046
1	Special	Sampling Station, Detail on Sheet 15		\$23,645
1	Special	pipe hangers		\$237,123
20	Special	hanging pipe assemblies, on Sheet C-10		\$37,459

Special Facility Fee For Water Supply none \$0
Special Facility Fee For Transmission Main none \$0

Sub Total 1 \$4,513,793
Cost by CWS Co. (\$0)
Sub Total 2 \$4,513,793
Estimated Federal C.I.A.C. Tax \$0
Estimated State C.I.A.C Tax \$0

APPLICANT'S DEPOSITS:

Total Estimated Cost \$4,513,793

- A. Construction overhead; includes engineering and design, plans, specifications, inspection of material and installation of water facilities, and administrative expense. \$801,171
B. Estimated cost to connect new mains to existing system to be made by CWS Co. \$118,195
C. Estimated Federal and State C.I.A.C. Tax \$0
D. Special Facility Fee For Water Supply: none \$0
Special Facility Fee For Transmission Main none \$0
E. Other: Worked by CWS \$283,801
F. **Total Deposits Required: \$1,203,167**
G. Advance Deposit (\$5,000)
H. Total Balance Due: \$1,198,167

Amount not subject to refund \$1,100,883

Estimated Federal C.I.A.C Tax	<u>\$0</u>
Estimated State C.I.A.C Tax	<u>\$0</u>
Total Amount not subject to refund	<u>\$1,100,883</u>

REMARKS:

1. The estimate is subject to acceptance by applicant within thirty days hereof.
2. The deposit required for delivery of plans and specifications = \$400,586 - \$5,000 = \$395,586
3. All excess spoil IN TRACT is to remain trenchside and all excess spoil OFF TRACT is to be removed.
4. The amount not subject to refund in accordance with PUC Rule 15, Section C.1.d. includes 5-10" fire service and 4-12" fire services and 1-12" fire service reconnection, estimate cost \$1,100,883.00.

 5/28/25
 Clyde Arucan, Manager of Capital Delivery

Digitally signed by Clyde Arucan
 DN: C=US,
 E=carucan@calwater.com,
 O=California Water Service,
 OU=Capital Delivery, CN=Clyde
 Arucan
 Location: Torrance, Ca
 Reason: I am approving this
 document
 Contact Info: 310-548-1877
 Date: 2025.05.28 16:20:15-07'00'



CALIFORNIA WATER SERVICE

Land Owner Permission Letter for Cal Water Discharge

I, _____, owner of the property at:
(Print name above)

_____, in the City of _____, CA
(Property Address/ Project Name)

Hereby grant California Water Service (Cal Water) permission to direct waters from their discharge operations to said property. I understand that Cal Water will be implementing all appropriate Best Management Practices during this water to land application so as to avoid any detrimental impacts to the property or adjacent properties, such as erosion or scouring.

Dated: _____

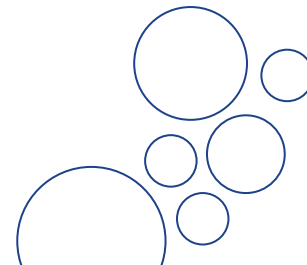
Land Owner (print name): _____

Land Owner Signature: _____

Cal Water Representative Signature: _____

WO #: _____

Copy to Foreman _____





Carson Reclamation Authority

701 East Carson Street

Report to Carson Reclamation Authority

Monday, July 7, 2025, 4:00 PM

CONSENT 6.

To: Carson Reclamation Authority

From:

Subject: CONSIDER AUTHORIZING EXECUTIVE DIRECTOR TO APPROVE AND BIND COVERAGE ON AN OWNER PROTECTIVE PROFESSIONAL INDEMNITY PROGRAM (OPPI) WITH MS TRANSVERSE SPECIALTY INSURANCE COMPANY WITH A \$10,000,000 LIMIT OF LIABILITY AND A FIVE-YEAR TERM, AT A TOTAL COST OF \$154,770 WHICH INCLUDES BROKER COMMISSION AND SURPLUS LINES TAXES, PROCURED THROUGH MARSH USA, INC. AND RELATED TO THE CONSTRUCTION OF LENARDO DRIVE AND OTHER INFRASTRUCTURE IMPROVEMENTS ON THE FORMER CAL COMPACT LANDFILL

I. SUMMARY

This action authorizes the Executive Director to bind an Owner's Protective Professional Insurance Policy ("OPPI") with a limit of liability of \$10,000,000 procured through Marsh USA, Inc. and underwritten by Launch Underwriters, Inc. The carrier is MS Transverse Specialty Insurance Company and the premium, including commission and surplus lines taxes and stamping fees, is \$154,770. This policy is largely related to the design and construction liability associated with constructing Lenardo Drive, appurtenant environmental systems, and other infrastructure on the site. It also covers the installation and operation of the existing remedial systems on the site, including their operations and maintenance.

II. RECOMMENDATION

TAKE the following actions:

AUTHORIZE the Executive Director to bind coverage on behalf of the Carson Reclamation Authority on an Owner Protective Professional Indemnity Program (OPPI) from MS Transverse Specialty Insurance Company with a limit of liability of \$10,000,000, procured through Marsh USA, Inc. and underwritten by Launch Underwriters, Inc. having a term of five years, with a total cost of \$154,770.

III. ALTERNATIVES

TAKE any other action the Reclamation Authority Board deems appropriate.

IV. BACKGROUND

This OPPI policy features two main coverages: (1) the Lenardo Drive Project and Ancillary site prep work; and (2) the Existing Remedial Systems. The infrastructure work for future development and road development includes paving, streetlights, and traffic signals; wet and dry utilities installation; the primary methane barrier in the buffer zone area along the edge of the street; and landscape and irrigation installation. These are described as the "Phase 2 Development Services" in the Second Letter Amendment, dated March 19, 2025, to the CRA and RE Solutions, LLC's ("RES") Amended and Restated Development Management Agreement, dated June 20, 2019. The estimated construction value of these improvements is \$58,572,973.

In addition, all remedial systems existing at the property as of the inception date as further described in the statement of values, including operations and maintenance work on the remedial systems for Cells 1-5, is covered. It's worth noting that this coverage has an inception date in 2007, meaning that it wraps up all the former design and construction work done to create the existing remedial systems and infrastructure. This sort of wrap is necessary due to the number of different design and construction firms that have contributed to the development of the existing infrastructure. The construction value of the existing improvements is \$40,494,236.

This OPPI has a 5-year policy term with 10 years of completed operations coverage. It was structured this way so that future construction projects (such as Cell 1 or Cells 3, 4, and 5) can be added during the 5-year term with a fixed/pre-negotiated rate of \$1.50 per each thousand dollars of construction values.

In general, OPPI policies have two distinct coverage parts:

1. Protective Professional Indemnity - Indemnifies Insureds for their loss resulting from a protective professional claim excess the underlying insurance policies provided by the professional services firms on the project. This is a first-party coverage for the Insureds on the policy and is designed to cover economic damages to owners/developers that result from professional errors or omissions. Economic damages may be in the form of additional design costs, demolition costs, repair costs, additional construction costs, loss of revenue due to project delays, etc.

In order to trigger this coverage, the policy requires that an Insured (the CRA) makes a claim against the entity (allegedly) responsible for the negligence. This coverage also is meant to be excess coverage to the Professional Insurance policies provided by members of the design and construction team, and this coverage requires that indemnity is sought from those policies first. The OPPI is designed to respond if the underlying Professional Insurance policies are not available or if the limits on those policies otherwise have been exhausted, thereby not penalizing the owner/developer for failure to maintain the required underlying limits.

2. Third-Party Claim Liability and Defense - Provides defense and indemnity for damages Insureds are legally obligated to pay for third-party claims that result from actual or alleged negligence by professional services firms on the project.

While the CRA does obtain professional liability coverage from all contractors and subcontractors, the complexity and inter-relatedness of the work heightens the risk that something could go wrong in the project with the cause traced back to design rather than construction. This provides an extra level of protection to the CRA in such an event to ensure there is adequate coverage.

V. FISCAL IMPACT

The total cost of the policy is \$154,770. This was acquired for the design and construction of Lenardo Drive, and will be paid from the related project funds.

VI. EXHIBITS

1. OPPI Premium Statement from Marsh

2. OPPI Quotation from Launch Underwriters, Inc.

Prepared by: John S. Raymond, Executive Director

Attachments

[OPPI Premium Statement From Marsh](#)

[OPPI Quotation from Launch Underwriters, Inc.](#)



Marsh USA Inc.
1166 Avenue of the Americas
New York, NY 10036
Email: jeff.grigsby@marsh.com

TO:

Contact Name: Giuliano Apadula on Behalf
Giuliano.Apadula@gtlaw.com
Greenberg Traurig, LLP
Three Logan Square | 1717 Arch Street | Suite 400 | Philadelphia, PA 19103
T +1 215.988.7842 | C +1 609.502.1425

Owners Protective Professional Indemnity – Limit - \$10,000,000 each claim / \$10,000,000 Aggregate
SIRs – Third Party Liability Including Defense - \$100,000 Each Claim
Retroactive Date – 12/21/2007
Carson Reclamation Authority

Lenardo Project and Ancillary site prep work –infrastructure work for future development and road development (Paving, Streetlight & Traffic signals), wet and dry utilities installation, primary methane barrier around buffer zone, and landscape and irrigation installation, all as further described as “Phase 2 Development Services”, including, without limitation, construction of the “Phase 2 Development Improvements” as defined and described in the Second Letter Amendment, dated March 19, 2025, to the Carson Reclamation Authority (“CRA”) and RE Solutions, LLC (“RES”) Amended and Restated Development Management Agreement, dated June 20, 2019.
Est CVs: \$58,572,973
Project Location: 20400 Main Street in Carson, California.

Existing Remedial Systems. All remedial systems existing at the property as of the inception date as further described in the statement of values, including operations and maintenance work on the remedial systems for Cells 1-5.
Est CVs: \$40,494,236
Project Location: 20400 Main Street in Carson, California.

POLICY NAME	INSURANCE CO	POLICY NO.	POLICY TERM
OWNERS PROTECTIVE PROFESSIONAL VALIDATION INSURANCE	MS Transverse Specialty Insurance Company	Policy Has Not Been Bound	6/30/2025 to 6/30/2030

TYPE OF INSURANCE			COST OF INSURANCE
OPPI	\$10,000,000 / \$10,000,000 Limit		\$150,000
	Subject to CA State Excess & Surplus Lines Tax	3.0%	\$4,500
	Stamping Fee	.18%	\$270
Total Estimated Cost			\$154,770

DO NOT PAY FOR REFERENCE ONLY



OWNER'S PROTECTIVE PROFESSIONAL VALIDATION INSURANCE

Insurance Quote

Carson Reclamation Authority

Prepared by:

Ray Bustamante

Head of Owners and Contractors

rbustamante@launchunderwriters.com

973-600-0926



Terms and conditions for OWNER'S PROTECTIVE PROFESSIONAL VALIDATION
INSURANCE quotation prepared for
Carson Reclamation Authority

6/17/2025

Jeff Grigsby
Marsh
3560 Lenox Road NE
Suite 2400
Atlanta, GA 30326

Dear Jeff:

We are pleased to provide you with the attached Quotation for insurance.

Please review this Quotation carefully. This Quotation is based on our most recent policy forms and endorsements and is subject to all terms and conditions noted therein. It is your responsibility to review those terms and conditions prior to presenting this proposal.

Commission Payable	15.00%
-----------------------	--------

Commissions will not be paid on taxes and / or surcharge amounts.

This Quotation may not be representative of requested coverages in your submission.

This Quotation is valid for thirty (30) days, after which all terms and conditions will be re-evaluated.

Once you have had an opportunity to review this proposal, please contact me with any questions.

Sincerely,

Ray Bustamante
Head of Owners and Contractors

The issuing company providing the coverage quoted herein is a non-admitted carrier and is not protected by the state guarantee fund.

OWNERS PROTECTIVE PROFESSIONAL VALIDATION INSURANCE QUOTATION

Item 1.

Named Insured: Carson Reclamation Authority

Mailing Address: 20400 S. Main Street
Gardena, CA 90248

Item 2.

Policy Period:

From 6/30/2025 to 6/30/2030 at 12:01 A.M. Standard Time at your mailing address shown above.

Item 3.

Insurance Carrier: MS Transverse Specialty Insurance Company

Item 4.

	A.	B.
Insuring Agreement	Limit of Liability for Each Claim	Combined Limit of Liability in the aggregate for all coverages
A. Protective/Validation	\$10,000,000	\$10,000,000
B. Third Party Liability	\$10,000,000	

Item 5.

SELF INSURED RETENTION

INSURING AGREEMENT	EACH CLAIM
Third Party Liability Including Defense	\$100,000
Protective Professional Validation Insurance	Not Applicable

Item 6.

Specified Project(s):

1.	<p>Lenardo Project and Ancillary site prep work –infrastructure work for future development and road development (Paving, Streetlight & Traffic signals), wet and dry utilities installation, primary methane barrier around buffer zone, and landscape and irrigation installation, all as further described as “Phase 2 Development Services”, including, without limitation, construction of the “Phase 2 Development Improvements” as defined and described in the Second Letter Amendment, dated March 19, 2025, to the Carson Reclamation Authority (“CRA”) and RE Solutions, LLC (“RES”) Amended and Restated Development Management Agreement, dated June 20, 2019.</p> <p>Est CVs: \$58,572,973 Project Location: 20400 Main Street in Carson, California.</p>
2.	<p>Existing Remedial Systems. All remedial systems existing at the property as of the inception date as further described in the statement of values, including operations and maintenance work on the remedial systems for Cells 1-5.</p> <p>Est CVs: \$40,494,236 Project Location: 20400 Main Street in Carson, California.</p>

Item 7.

RETROACTIVE DATE

12/21/2007

Item 8.

Policy Premium (Excl TRIA):	\$150,000
Settlement without Litigation Endorsement Add'l Premium	Not Provided
Premium for Acts of Terrorism (TRIA):	1%
Minimum Earned Premium:	25% at Inception, 100% after first year

Item 9.

MINIMUM INSURANCE REQUIREMENTS FOR OWNERS DIRECT HIRES		
DISCIPLINE PERFORMED	NAME OF PROFESSIONAL FIRM	LIMITS
Construction Manager	RE Solutions	\$3,000,000
Architect of record	Not Applicable	Not Applicable
Environmental Consultant/ Engineer	Not Applicable	Not Applicable
Project Manager/	Not Applicable	Not Applicable

Construction Manager		
Lighting / Security	Not Applicable	Not Applicable
Feasibility / Economic Studies	Not Applicable	Not Applicable
Real Estate Sales /Broker Leasing /Property Management	Not Applicable	Not Applicable
Project Accounting	Not Applicable	Not Applicable
Building Software Consulting	Not Applicable	Not Applicable
Permit Facilitation/ordinance review and approvals	Not Applicable	Not Applicable
Other	Not Applicable	Not Applicable

Item 10.

MINIMUM INSURANCE REQUIREMENTS FROM CM HIRES –		
SERVICE TYPE	PROFESSIONAL LIABILITY LIMIT	ENTITY OR DESCRIPTION
Prime Engineer	\$1,000,000	Michael Baker, Inc.
Environmental Designer of Record	\$5,000,000,	EKI
Electrical	None	None
Geotechnical Engineer	\$1,000,000	Leighton/Verdantas
Structural Engineer	\$1,000,000/\$2,000,000	KPFF
Dry Utility Consultant	To be provided	Southern California Electrical Firm/Aurora Blue
Landscape Architect	\$1,000,000	Cummings and Curley
Other	\$1,000,000	To be provided, if any

Item 11.

Forms and Endorsements Applicable to this Policy:

These Declarations along with the Policy and Endorsements noted herein shall constitute the contract between the Insured and the Insurance Company.

SCHEDULE OF FORMS AND ENDORSEMENTS

	Description:	Form Number:
	OWNER'S PROTECTIVE PROFESSIONAL VALIDATION INSURANCE	PL OR CV 001 11 23
	Endorsement Name	
	POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE	MST-TRIA-D1-102023
	Policy Execution Clause	TSIC-002-0225
	SL Policy Holders Notice	PL AL PN 001 11 23
	MST Service Of Suit	TSIC-004-0424
	Claims and Notice Reporting	PL AL PN 031 11 23
	Terrorism Exclusion	PL AL 008 06 24
	War Exclusion	PL AL 040 11 23
	Trade Embargo Act Exclusion	PL OR 041 11 23
	Manuscript 1	PL Manuscript 1
	Manuscript 2	PL Manuscript 2
	AMENDMENT OF SECTION IX. CONDITIONS – Minimum Earned Premium	PL OR 046 01 25
	Manuscript 3	PL Manuscript 3
	Manuscript 4	PL Manuscript 4

Subjectivities:

In addition to the information already submitted, please provide the following:

1. Certificates of insurance.
2. Executed Design Contract with prime engineer
3. Producer surplus lines license number prior to binding (We will not issue a binder or provide a policy number without this information).
4. Signed Launch Application
5. Subject to receipt of surplus lines responsibility form
6. Subject to signed Terrorism Form
7. Written request to accept or reject TRIA coverage.
8. Written request to bind prior to effective date

We require the subjectivities requested above and upon receipt we will review and if acceptable execute a binder. If we bind, subject to any subjectivity pending receipt, we may modify or retract our binder if not acceptable.

You must provide us with all subjectivities 30 days after binding.

TAXES:

Marsh is responsible for collecting, filing and remitting all taxes and stamping fees associated with this coverage.

It is your agency's/brokerage's responsibility to conform with the Laws & Regulations of the applicable jurisdiction, including, but not limited to, payment of premium taxes, procuring of affidavits and compliance with surplus lines laws.

**POLICYHOLDER
DISCLOSURE
NOTICE OF
TERRORISM
INSURANCE
COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act:* The term “act of terrorism” means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 80% BEGINNING ON JANUARY 1, 2020, OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS’ LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Acceptance or Rejection of Terrorism Insurance Coverage

<input type="checkbox"/>	I hereby elect to purchase terrorism coverage for a prospective premium of \$_____.
<input type="checkbox"/>	I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

Policyholder/Applicant’s Signature

Insurance Company

Print Name

Policy Number

Date

Surplus Lines Tax Filing Acknowledgement

The producing broker is responsible for complying with surplus lines regulations in the applicable state and arranging for the payment of the required state tax and/or stamping fee on this Policy. Please complete and return this form. Failure to do so may result in coverage not being bound, or if bound, cancelled. Thank you.

Insured Information

Insured: Carson Reclamation Authority

20400 S. Main Street

Gardena, CA 90248

Policy #:

Effective date: 6/30/2025 3:32:00 PM

Independently Procured Coverage (IPC)?

YES

NO

Policy premium:

Producer:

Producer Mailing Address:

Surplus Lines Broker Information

(The following licensed surplus lines broker is handling all of the required filings and will pay the required taxes and fees, as indicated below.)

Surplus Lines Broker's Name (Person or Entity):

Surplus Lines Broker's Mailing Address:

Surplus Lines State:

Surplus Lines License #:

**Surplus Lines Association # (SLA #)
(NJ domiciled risks only):**

Surplus Lines Tax:

Surplus Lines Stamping Fee (if applicable):

Other Taxes or Fees:

THIS ENDORSEMENT BECOMES A PART OF THE POLICY. PLEASE READ IT CAREFULLY.

MS TRANSVERSE SPECIALTY INSURANCE COMPANY

Policy Execution Clause

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its President and Assistant Corporate Secretary, and where required by law, has caused this policy to be countersigned by a duly authorized representative.



President



Assistant Corporate Secretary

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MS TRANSVERSE SPECIALTY INSURANCE COMPANY

SERVICE OF SUIT

With respect to the coverage provided by MS Transverse Specialty Insurance Company, the following provision shall apply:

Service of Suit

Pursuant to any statute of any state, territory or district of the United States, which makes provision therefor, MS Transverse Specialty Insurance Company hereby designates the Superintendent, Commissioner or Director of Insurance, or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary hereunder arising out of this policy, and hereby designates Assistant Corporate Secretary, MS Transverse Specialty Insurance Company located at 15 Independence Blvd., Suite 430, Warren, NJ 07059 to whom the said state officer is authorized to mail such process or true copy thereof.

All other terms and conditions of the policy remain unchanged.

OWNERS PROTECTIVE PROFESSIONAL VALIDATION INSURANCE

"Belleza"

THIS POLICY APPLIES TO CLAIMS WHICH ARE BOTH FIRST MADE BY OR AGAINST YOU AND REPORTED IN WRITING TO US DURING THE POLICY PERIOD OR EXTENDED REPORTING PERIOD. CLAIM EXPENSES SHALL ERODE THE LIMIT OF LIABILITY (UNLESS OTHERWISE NOTED IN THE DECLARATIONS) AND ARE SUBJECT TO APPLICABLE SELF-INSURED RETENTION(S).

PLEASE READ THE ENTIRE POLICY CAREFULLY.

The words "we", "us" and "our" mean the Insurer listed on the Declarations of this Policy. The words "you" and "your" mean any person or entity described in the Definition of **Insured**.

Words and phrases that appear in bold print, excluding caption headings, have special meanings that are defined in the Definitions of this Policy.

In consideration of the payment of the premium, and in reliance upon the statements made in the application for this Policy, which are incorporated herein, form a part hereof, and are a representation upon which this Policy has been issued, we agree with you as follows:

I. INSURING AGREEMENTS

Any payment under all insuring agreements noted herein will be subject to and shall erode their respective Limits of Liability for Insuring Agreements A and B, and the Combined Aggregate Limit of Liability set forth in the Declarations.

A. Protective Professional Validation Insurance

We will indemnify you for your **Validated Loss** in excess of any **Recoverable Insurance**, resulting from a **Professional Claim** against the **Contracted Professional** brought anywhere in the world, subject to the available applicable Limits of Liability set forth in the Declarations, provided that:

- 1) the **Professional Claim** is first made and reported to us in writing within the **Policy Period** or **Extended Reported Period**;
- 2) The **Contracted Professional's** acts, errors or omissions giving rise to the **Professional Claim** were first committed on or after the **Retroactive Date**;
- 3) the **Professional Claim** is only for **Professional Services** rendered in connection with the **Specified Project** prior to the expiration of the **Policy Period**; and
- 4) you pursue the **Professional Claim** and all **Recoverable Insurance**, at your own expense. Any such expenses shall not be recoverable under this Policy except, if applicable, those expenses described in Insuring Agreement F. Supplemental Coverages, 1. **Litigation Cost Reimbursement** and 6. **Bankruptcy Litigation Expense Reimbursement**.

B. Third-Party Claim Defense and Indemnity

We will pay **Damages**, including **Third-Party Claim Expenses**, in excess of the Self-Insured Retention identified in the Declarations, subject to the available Limit of Liability, that you shall be legally obligated to pay as a result of a **Third-Party Claim** against you not covered by any other insurance policy for which you are an **Insured** or additional insured, provided the **Third-Party Claim** is first made against you and reported to us in writing during the **Policy Period** or **Extended Reporting Period**, and **Contracted Professional's** acts, errors or omissions giving rise to the **Third-Party Claim** were first committed on or after the **Retroactive Date**.

- 1) For any **Third-Party Claim** brought against you in the United States of America, its territories or possessions, we shall have the right and duty to defend you with counsel of our choice, even if the allegations are groundless, false or fraudulent.

If a conflict of interest arises which creates a duty on our part to provide you with independent counsel, we will provide such counsel unless at the time we inform you of the possible conflict you expressly waive in writing the right to such independent counsel. No conflict of interest shall be deemed to exist as to allegations of punitive damages or be deemed to exist solely because an **Insured** is sued for an amount in excess of the Policy limits.

When you have selected independent counsel:

- a. We require that the selected counsel have at least five years of tort litigation practice which includes substantial defense experience in the subject at issue in the litigation and they must carry errors and omissions coverage;
 - b. It will be the duty of such counsel and you to disclose to us all information concerning the action, except privileged materials relevant to coverage disputes, in a timely manner to inform and consult with us on all matters relating to the action. Any claim of privilege asserted is subject to in camera review in the appropriate trial court. Any information disclosed by you or by such counsel is not a waiver of the privilege as to any other party;
 - c. If we elect to retain counsel in addition to the independent counsel you have selected, both counsel shall be allowed to participate in all aspects of the litigation. Both counsel shall cooperate fully in the exchange of information consistent with each counsel's ethical and legal obligation to the **Insured**. Nothing in this section shall relieve you of your duty to cooperate with us under the terms of this Policy.
 - d. Our obligation to pay fees to counsel selected by you is limited to the rates which we actually pay to counsel we retain in the ordinary course of business in the defense of similar actions in the jurisdiction where the claim is being defended. Any dispute concerning counsel fees shall be resolved by final and binding arbitration by a single neutral arbitrator selected by the parties to the dispute.
- 2) For any **Third-Party Claim** brought against you anywhere in the world other than in the United States of America, its territories or possessions, we shall have the right but not the duty to defend you. If we elect not to defend any such **Third-Party Claim**, you shall, under our supervision, arrange for the investigation and defense of the **Third-Party Claim**. Subject to the available Limit of Liability, we will reimburse you for the reasonable cost of such investigation and defense (equivalent to **Third-Party Claim Expense** if we had elected to defend you), in excess of the Self-Insured Retention as set forth in the Declarations. Such reimbursement shall be made in United States currency at the rate of exchange prevailing on the date the expense is incurred.
 - 3) Our duty to defend or reimburse you for the investigation and defense of any **Third-Party Claim** shall terminate upon exhaustion of the Limit of Liability by any combination of: 1) the payment of **Damages**; 2) the payment of **Third-Party Claim Expenses**; 3) the reimbursement of expenses you incurred in the investigation or defense of a **Third-Party Claim** that we did not defend; or 4) the deposit or tender of the remaining Limit of Liability into the Court where the **Third-Party Claim** has been filed.
 - 4) We shall have no obligation to pay any **Damages** or **Third Party Claim Expense** after the applicable Limit of Liability has been exhausted by incurred amounts, by payment, or after deposit or tender of the remaining applicable Limit of Liability into court.

C. Supplemental Coverages

The individual limits for each respective Supplemental Coverage stated below are separate from, and in addition to the Limits of Liability for the coverages in Section I. Insuring Agreements A through B. Such individual limits shall be the maximum amount payable under this Policy irrespective of the number of **Claims**.

Upon written request by you on or before the Expiration Date appearing in Item 2 of the Declarations, or as further amended by endorsement, we will provide the following Supplemental Coverages:

1. Litigation Cost Reimbursement

If you commence a **Professional Claim** and later abandon or resolve that **Professional Claim** without receiving any payment from the **Recoverable Insurance**, we shall reimburse you for the lesser of \$25,000 or 30% of the costs you incurred in pursuing such **Professional Claim**. Receipt of consideration from the **Contracted Professional** in a resolution not funded by its insurer will not disqualify you from receiving reimbursement under this coverage.

2. Litigation Attendance Reimbursement

We shall reimburse you up to \$10,000 for your actual and documented loss of earnings and reasonable expenses you incurred when you attend a hearing, deposition, or trial at our request in the course of our defending a **Third-Party Claim**.

3. Subpoena Defense Expense

If, during the **Policy Period**, you receive a subpoena for documents or testimony relating to a **Specified Project**, and the subpoena is not related to a **Claim** under this Policy, we will, at your request and upon receipt of a copy of the subpoena, retain legal counsel to advise you regarding the document production or to represent you during testimony. We will pay the expenses incurred in providing advice regarding the production of documents, review of the documents prior to production, your preparation for testifying, and representation during testimony. The maximum amount payable, regardless of the number of subpoenas reported or the number of **Insureds** subject to all subpoenas shall be \$10,000 per **Policy Period**.

4. ADA and FHA Defense Expense

We shall retain counsel for you and pay such counsel's reasonable and necessary fees and expenses up to \$10,000 incurred by you when you are required to respond to regulatory or administrative actions first brought against you during the **Policy Period** in relation to a **Specified Project** by a government agency alleging an act, error, or omission in the rendering of **Professional Services** by a **Contracted Professional** under the Americans with Disabilities Act of 1990 (ADA) or the Fair Housing Act (FHA).

5. Corporate Reputation Rehabilitation

We shall reimburse you up to \$25,000 for the reasonable and necessary fees and expenses you incur to hire a public relations firm to restore your corporate reputation that is damaged as a result of a **Third-Party Claim**.

6. Bankruptcy Litigation Expense Reimbursement

We shall reimburse you up to \$25,000 for expenses incurred by you in connection with your retention of bankruptcy counsel to assist in your pursuit of a **Professional Claim** against a **Contracted Professional** who has filed for or been put into bankruptcy under the United States Bankruptcy Code, provided that the **Professional Claim**, at least in part, is allowed as against the **Contracted Professional** or results in a judgment against the **Contracted Professional** in your favor, which is final and no longer subject to objection or appeal.

7. Building Software Reimbursement

We shall reimburse you up to \$50,000 for necessary and reasonable expenses incurred by you to fix or correct any software necessary to run any part or portion of **Specified Project**, or malfunctioning monitoring system, except any planned or necessary upgrade that occurs during or after construction, or any fix or correction that is covered by warranty or is performed by the original vendor.

II. SETTLEMENT, CONSENT, LIMITATION OF LIABILITY AND COOPERATION

A. Settlement and Consent

As a condition precedent to this insurance, you shall not voluntarily make any payment, assume or admit any liability, consent to any judgment, settle any **Claim**, or incur any **Third-Party Claim Expense** implicating coverage or the Limits of Liability under this Policy without our prior written consent. We shall not be liable for any payment, assumed or admitted liability, consent judgment, settlement, or **Third-Party Claim Expenses** to which we have not provided prior written consent.

As soon as practicable, upon your assertion of a **Professional Claim** involving potential liability of a **Contracted Professional** in excess of the available Limits of Liability of its **Recoverable Insurance**, you shall make written demand to the **Contracted Professional** for a policy limits settlement. You shall promptly inform us in writing of any settlement negotiations with your **Contracted Professional** or its **Recoverable Insurance**.

If you refuse to consent to a settlement or compromise of a **Professional Claim** recommended by us and acceptable to the **Contracted Professional** and the insurer(s) of its **Recoverable Insurance**, then our Limit of Liability shall not exceed the amount which we would have paid for **Damages** and **Claim Expenses** at the time the **Professional Claim** could have been settled or compromised.

In the event an insurer(s) providing **Recoverable Insurance** denies coverage to the **Contracted Professional** for your **Professional Claim**, which denial we reasonably believe to be wrongful, you will cooperate with us to seek a settlement with such **Contracted Professional** to maximize potential recovery from such **Recoverable Insurance**, including but not limited to obtaining a stipulation to a judgment with a covenant not to execute from the **Contracted Professional** and assignment of rights against such insurer(s) to us. In the event of a complete or partial denial of coverage by the **Contracted Professional's** insurer(s) for your **Professional Claim**, which we do not reasonably believe to be wrongful, then that portion of the **Recoverable Insurance** that has been denied, will be deemed to diminish the amount of **Recoverable Insurance** for that **Professional Claim**.

We shall have the right to make such investigation, negotiations or settlement of any **Third-Party Claim** we deem expedient; provided, however, that we shall not settle any **Third-Party Claim** without your written consent, which shall not be unreasonably withheld. If we recommend a settlement and you refuse to give written consent to such settlement as recommended by us, then our Limit of Liability shall not exceed the amount we would have paid for **Damages** at the time the **Third-Party Claim** could have been settled or compromised.

B. Limitation of **Contracted Professional's** Liability

You shall not limit the liability of any **Contracted Professional**, except to valid and collectible insurance in compliance with the **Minimum Insurance Requirement**, without our prior written approval. If you do so without our written approval, our liability for any **Validated Loss** will be reduced commensurately with the limitation provided to the **Contracted Professional**.

C. Your Duties

As a condition precedent to this insurance, in the event of any **Claim** or reported circumstance:

You shall promptly forward to us as soon as practicable copies of all documents that you send, are sent on your behalf, or you receive in connection with the **Claim** or circumstance, and you will direct all

inquiries regarding such **Claim** or circumstance to us or to our designated attorney. You shall promptly provide the names and addresses of the individual **Insured** reporting the **Claim**, the persons or entities making the **Claim**, and the persons or entities against whom the **Claim** is made; the date the **Claim** was made by you or against you; the subject of the **Claim**; and any other relevant facts or allegations known to you.

If you assert or threaten to assert a **Professional Claim** against a **Contracted Professional**, you shall request in writing that the **Contracted Professional** immediately notify its professional liability insurer(s) of the **Professional Claim** or potential **Professional Claim**. You shall require the **Contracted Professional** to confirm in writing that it has so notified its professional liability insurer(s). If the **Contracted Professional** fails to provide such written confirmation, you shall promptly take all reasonable steps to directly notify such insurer(s) in writing of the **Professional Claim** or the potential **Professional Claim** threatened by you. If your failure to comply with the provisions of this paragraph results in a disclaimer or denial of insurance coverage for the **Contracted Professional** due to a failure to timely notify the **Contracted Professional's** insurer(s) of your **Professional Claim** or threatened potential **Professional Claim**, the **Recoverable Insurance** amount for such claim will be deemed to be fifty percent (50%) of the **Minimum Insurance Requirement**.

You shall cooperate fully with us and our designees in the investigation, defense, prosecution and settlement of any **Claim** or potential **Claim**, the conduct of any suit or any other proceeding, and in securing and enforcing any right of contribution, indemnity, or other recovery that you potentially may have. Such cooperation includes but is not limited to, when requested, attending any proceedings, assisting in securing evidence and obtaining the attendance and testimony of witnesses, whether in a legal proceeding or in an examination by us; and such cooperation will be without charge to us, except as provided in Section I.F. Supplemental Coverages, 2.Litigation Attendance Reimbursement of this Policy. Such cooperation is agreed by us and you to be in furtherance of our common interest in the **Claim**, and all such communications shall be protected by all applicable privileges and protections.

You shall obtain our written consent before exercising any right, assuming any obligation, or making any agreement, with respect to any dispute resolution mechanism or process for a **Claim**, including but not limited to rejecting or demanding arbitration, except as respects dispute resolution provisions required by a written contract with a **Contracted Professional**, executed prior to your or the **Contracted Professional's** knowledge of the circumstances giving rise to the dispute.

You shall provide us with timely and full access to information we may request to allow our specialized experts to establish your **Validated Loss**, including but not limited to furnishing requested documents, making witnesses under your control available for interviews, and making the site of the **Specified Project** available for inspection. Such cooperation is agreed by us and you to be in furtherance of our common interest in the **Claim**, such that all such communications shall be protected by any and all applicable privileges and protections.

At least every six months after asserting a **Professional Claim**, you shall provide written updates to us concerning the progress and status of such **Claim**, including any information you believe may materially affect the validation process and potential settlement. We will provide a form to assist such periodic reporting. Such report is agreed by us and you to be in furtherance of our common interest in the **Claim**, such that all such communications shall be protected by any and all applicable privileges and protections.

III. VALIDATED LOSS PROCESS

If you assert a **Professional Claim** for more than half of the **Minimum Insurance Requirement**, we will endeavor to validate your loss with our team of specialized expert(s), who will evaluate and provide an opinion of the **Contracted Professional's** liability for, and quantum of your asserted loss as alleged in your **Professional Claim**. We shall be bound by that opinion, which will be documented in a written **Validated Loss** report. Such report will be available to you at your written request. If you request the report, it is agreed by us and you to be in furtherance of our common interest in the **Claim**, such that it shall be protected by all applicable privileges and protections.

In the event our expert(s) are unable to validate your loss due to insufficient information to evaluate the **Contracted Professional's** liability or the quantum of your loss, they will validate as much of your **Professional Claim** as can be reasonably validated, and at reasonable intervals consider any further information made available to them by you to further evaluate such liability or loss and update their report accordingly.

If the report concludes that the **Contracted Professional** has liability to you and you have suffered compensable loss as a result, the report may be disclosed by you to the **Contracted Professional** and its insurer(s) to incentivize them to settle the **Professional Claim** with you.

You are not bound by the **Validated Loss** report or its conclusions. If you disagree with the report, you may still seek to validate your loss by pursuing your **Professional Claim** at your own cost and expense by seeking to establish the **Contracted Professional's** liability and your compensable loss through a final judgment against such **Contracted Professional**, or through a settlement approved by us.

Our validation services in connection with any covered **Professional Claim** will be at our own expense, shall not erode the Limit of Liability and will include all reasonable efforts to support your **Professional Claim**.

IV. DEFINITIONS

Words stated in the singular will be construed as also being stated in the plural, and vice versa. For purposes of this Policy:

- A. **Bodily Injury** means physical injury, sickness, disease, mental anguish, emotional distress, or shock sustained by any person, including death resulting therefrom.
- B. **Claim** means **Professional Claim**, **Third-Party Claim**, and any request by you for benefits provided under Insuring Agreement F. Supplemental Coverages of this Policy
- C. **Contracted Professional** means those persons or entities retained by you directly or indirectly to perform **Professional Services** for the **Specified Project**.
- D. **Damages** means:
 - 1. For **Third-Party Claims**: any amounts you are legally obligated to pay and **Third-Party Claim Expenses**.
 - 2. For **Professional Claims: Validated Loss**. In the event that multiple **Contracted Professionals** cause the same loss, the amount of **Validated Loss** shall not exceed the same loss caused by such multiple **Contracted Professionals**.
 - 3. For Supplemental Coverages: amounts owed by us to you under any of the Supplemental Coverages.
- E. **Insured** means:
 - 1. the individual, partnership, entity, firm or company named in Item 1. of the Declarations.
 - 2. any present or former partner, director, officer, manager, member, or employee of the **Insured** solely while acting on behalf of the **Insured**.
 - 3. the estate, heirs, executors, shareholders, administrators, or legal representatives of an **Insured** in the event of such **Insured's** death, incapacity, or bankruptcy; or the spouse or legal domestic partner of any **Insured**, but only to the extent such **Insured** would otherwise be provided coverage.
 - 4. any lender to the extent of their financial interest on the insured project.

- F. Minimum Insurance Requirement** means the minimum amount of **Recoverable Insurance** that we require your **Contracted Professional** to evidence and maintain as specified in Item 9. and 10. of the Declarations.
- G. Policy Period** means the period set forth in Item 2. of the Declarations, modified by the termination date indicated in any Cancellation Notice if the Policy is cancelled. Provided the Policy has not been cancelled, the **Policy Period** shall be automatically extended if you submit to us documentation that the **Specified Project** is delayed for any amount of time. In that event, the **Policy Period** shall be extended for the length of the documented delay up to a maximum of twelve (12) months.
- H. Professional Claim** means a written demand, formal demand for arbitration or mediation or a suit instituted by you against a **Contracted Professional** seeking a remedy and alleging liability or responsibility on the part of such **Contracted Professional** arising from an act, error or omission in the rendering of or failure to render **Professional Services** solely in connection with the **Specified Project**.
- I. Professional Services** means, solely in connection with the **Specified Project**:
1. Architecture; engineering or contract administration as part of design.
 2. Construction management, program management, project management including any agency owner representation, including but not limited to any pre-construction advice, budgeting, estimating, delegated design or assist services, including constructability reviews, value engineering or opinions.
 3. Any economic, quantity or quality control, or documentation including material testing, sound/wind studies, scientific, feasibility studies, media, public relations, and project accounting services.
 4. Environmental or engineering studies or assessments.
 5. Land planning, permitting, procurement, real estate sales, property management or property leasing.
 6. Maintenance, operation or continuing services solely provided by **Contracted Professionals** described in Definition I.1, except in connection with any modification, reconstruction, renovation, or expansion of the **Specified Project**.
 7. Use of technology including software design, consultation, programming, upgrades, related maintenance, or continuing services and the use of artificial intelligence.
- J. Property Damage** means:
1. Physical injury to or destruction of tangible property, including resulting loss of use thereof; or
 2. Loss of use of tangible property that has not been physically injured or destroyed;
- K. Recoverable Insurance** means all available limits of professional liability insurance purchased by the **Contracted Professional** who is the subject of your **Professional Claim**, and all available limits of professional liability insurance purchased by any sub-consultant, person or entity for whom such professional is legally responsible who performed **Professional Services**, and includes all self-insured retentions of such insurance, and any extra-contractual limits recoveries from the **Contracted Professional's** insurer;
- L. Specified Project** means the project(s) referenced in Item 6. of the Declarations, or as endorsed herein, to which this insurance specifically applies.

- M. Third-Party Claim** means a written demand against you by a person or entity not party to any contract or agreement to provide goods or services of any type for the **Specified Project**, and who does not have a financial interest in the **Specified Project**, seeking **Damages** arising out of your alleged liability for an actual or alleged negligent act, error or omission in the rendering of or failure to render **Professional Services** by a **Contracted Professional** solely in connection with the **Specified Project**.
- N. Third-Party Claim Expenses** means reasonable and necessary fees and costs incurred by us to investigate and defend any **Third-Party Claim** for which coverage is provided under this Policy. **Third-Party Claim Expenses** includes reasonable and necessary fees in defending such a **Third-Party Claim** for attorneys, investigators, arbitrators, mediators, consultants and expert testimony, as well as court and arbitration costs and expenses, but shall not include any remuneration, salaries, regular or overtime wages, benefits, fees or other payment of directors, officers, managers and employees of you or us, or fees and expenses of independent adjusters. **Third-Party Claim Expenses** also includes premiums for the covered portion of appeal bonds, attachment bonds or any similar bonds; however, we are not obligated to apply for, secure or furnish any such bond.
- O. Validated Loss** means any amount(s): (1) awarded to you in a final judgment on a **Professional Claim** but not including your fees and costs in pursuing the **Professional Claim**; or (2) that are established by us through our specialized expert(s) to be owed to you by the **Contracted Professional** under the laws of the jurisdiction where the **Professional Claim** is venued; or (3) set forth in a written, executed settlement agreement between you and us; subject to all the terms, conditions and Limits of Liability contained in this Policy. In determining the amount of a **Validated Loss** under this Policy, a **Validated Loss** established in a written, executed settlement agreement between you and us shall take precedence over any other determination of the amount of the **Validated Loss**. Absent any such settlement agreement, a final judgment entered by a court that is not subject to appeal or if applicable, by a panel in a binding arbitration, shall take precedence over the **Validated Loss** as determined by our specialized expert(s).
- P. Retroactive Date(s)** means the date(s) set forth in Item 7 of the Declarations

V. EXCLUSIONS

This insurance does not apply to any indemnity or expense relating to or arising, directly or indirectly, out of:

1. any design, manufacture, installation or use of any goods or products which are sold or supplied by the **Contracted Professional** or by any subcontractor, independent contractor or anyone under license to the **Contracted Professional**, including any parts, components, assemblies, or equipment installed or incorporated into the **Specified Project**. This exclusion does not apply to (1) software sold or supplied by the **Contracted Professional** in connection with its provision of other **Professional Services**, or (2) customized goods or products installed or incorporated into the **Specified Project** which have been specially designed by a **Contracted Professional** described in Section IV.I.1 Definitions, above solely for the **Specified Project**, but not manufactured or fabricated by the **Contracted Professional**.
2. Any **Professional Claim** against any entity in which you have any ownership interest in, operational control of or common ownership.
3. any workmanship that is not in accordance with drawings and specifications with respect to any construction, erection, fabrication, installation, assembly, or manufacture if performed by the **Contracted Professional** noted in Section IV.I.2. Definitions **Professional Services**.
4. any actual or alleged harassment, humiliation, coercion, discrimination, defamation or similar misconduct on any basis, of any person, regardless of whether that person is part of a legally protected group. This exclusion shall not apply with respect any defense of allegations involving the selection of qualified vendors or construction entities as part of **Professional Services** listed in Section IV.I.1. Definitions.

5. any obligation for which any party shall be liable with respect to decisions, conduct, practices or policies, whether as an employer or otherwise, to pay fair wages or benefits or under any worker's compensation, disability benefits or unemployment compensation law, or under any similar law, or with respect to any **Bodily Injury** or **Property Damage** to any employee or the spouse, child, parent, brother, sister or relative of any employee of any person or entity working on or connected to the **Specified Project**.
6. liability under any contract, agreement, warranty, or guarantee, except to the extent such liability would have existed in the absence of such contract, agreement, warranty or guarantee.
7. any fraudulent, criminal, dishonest, intentionally, or knowingly wrongful, or malicious act, error, or omission, or those of an inherently harmful nature, except that this exclusion shall not apply to a **Third-Party Claim** against you if you did not commit, participate in, or have knowledge of such conduct.
8. taxes, criminal fines or penalties, or liability for liquidated damages you or the **Contracted Professional** would not have had in the absence of the agreement for liquidated damages.
9. any return, withdrawal, or reduction in professional fees; any equitable obligation, including restitution, disgorgement, or the costs of complying with injunctive relief; and, except as provided in Section I.F.2_Supplemental Coverages, Litigation Attendance Reimbursement, the time and expense in addressing or resolving an actual or potential **Claim**.
10. any **Bodily Injury** or **Property Damage** based on or arising out of construction means, methods, sequencing, techniques, or procedures arising from the work of those entities listed in **Professional Services** Section IV.I.2.Definitions.

VI. LIMIT OF LIABILITY AND RETENTION

A. Limits of Liability

1. Limit of Liability Each Claim: Our Limit of Liability for the sum of all **Damages** for each single **Claim** to which this Policy applies shall not exceed the amount stated in Item 4. of the Declarations specified for each applicable coverage provided by this Policy. **Third-Party Claim Expenses** shall reduce the limit of liability referenced herein.
2. Combined Aggregate Limit of Liability: Our Limit of Liability for the sum of all **Damages** for the Combined Aggregate Limit of Liability shall not exceed the amount stated in Item 4. of the Declarations, specified as the Combined Aggregate Limit of Liability. **Third-Party Claim Expenses** shall reduce the limit of liability referenced herein.
3. The number of **Insureds**, claimants and/or **Specified Projects** covered by this Policy shall not operate to increase the Limits of Liability specified in the Declarations, notwithstanding any other provision of this Policy.
4. Two or more **Claims** arising out of a single act, error, omission, or a series of acts, errors, omissions related to each other, will be considered a single **Claim** subject to a single **Each Claim** Limit of Liability and one Self-Insured Retention (if applicable), and shall not operate to increase our Limits of Liability. All such **Claims**, whenever made, shall be considered first made when the earliest such **Claim** was first made.

B. Self-Insured Retentions

The Self-Insured Retention amount stated in Item 5. of the Declarations as "Each **Claim**" applies to each **Third-Party Claim**. If an "Aggregate" Self-Insured Retention amount is stated in Item 5. of the Declarations, then such amount shall be the maximum you will be responsible for. The Self-Insured

Retention amount(s) shall be paid by you before we pay any **Damages** for such **Claim(s)**, but any payments to you made by any **Recoverable Insurance** also implicated by the **Third-Party Claim** shall serve to reduce your Self-Insured Retention obligation. Our Limits of Insurance set forth in Item 4. of the Declarations are in addition to and in excess of the applicable Self-Insured Retention amount. **Third-Party Claim Expenses** paid by you shall reduce the Self Insured Retention.

VII. MAINTENANCE OF RECOVERABLE INSURANCE

As a condition precedent to coverage, you shall require that the **Contracted Professional** initially provide evidence of insurance in compliance with the **Minimum Insurance Requirements** set forth in the Declarations for the **Specified Project**. Failure of the **Contracted Professional** to maintain such insurance, despite your reasonable efforts to ensure such insurance was maintained, shall not relieve us of our obligations under this Policy. If in the course of the **Specified Project** you replace any **Contracted Professional** in direct contract with you, you shall notify us of the change no later than within 90 days of such change, and you shall require the replacement to maintain comparable insurance at the same **Minimum Insurance Requirement** amount as the replaced party as stated in Item 9 or 10 of the Declarations, in which case our obligation shall continue to attach. There is no notice requirement of any change in **Contracted Professional** if done by any entity not in direct contract with you.

Where any **Contracted Professional** fails to evidence the **Minimum Insurance Requirement** before rendering services to you for the **Specified Project**, our Policy shall apply as if the amount referenced in Item 10 of the Declarations was evidenced, maintained and collectible.

VIII. EXTENDED REPORTING PERIOD

Extended Reporting Period means the period of ten (10) years or the statute of repose, whichever period is lesser, commencing at the earlier of (a) the date of expiration of the Policy Period or (b) the date when the Specified Project is completed or put to its intended use. The Extended Reporting Period shall not serve to increase or reinstate the Limit of Liability set forth in the Declarations. The Aggregate Limit of Liability for the Extended Reporting Period shall be the amount of coverage remaining in this Policy's Combined Aggregate Limit of Liability set forth in the Declarations.

IX. CONDITIONS

A. Construction Report Updates and Audit

We shall be entitled to a final update of the construction work and amount expended for the **Specified Project**. If at the end of the **Policy Period**, the actual construction values exceed the original estimate by more than ten (10) percent, then we shall be entitled to additional premium in the amount of a percentage of the original premium equal to the percentage by which the original estimate was exceeded, less than the allowed ten (10) percent increase.

B. Subrogation

In the event of any payment under this Policy for a **Third-Party Claim**, we shall be subrogated to all of your rights of recovery thereof against anyone who did not provide **Professional Services** to you for the **Specified Project**. You shall execute and deliver all requested instruments and papers in furtherance of such rights to us and do whatever else is reasonably necessary to secure such rights. You shall do nothing to waive or prejudice such rights.

After you have been paid in full for your **Validated Loss**, we shall be subrogated to all of your rights of recovery thereof against anyone who did not provide **Professional Services** to you for the **Specified Project**. You shall execute and deliver all requested instruments and papers in furtherance of such rights to us and do whatever else is reasonably necessary to secure such rights. You shall do nothing to waive or

prejudice such rights. We shall have priority in any recovery in any such subrogation action, and any amounts recovered in excess of our total payment and the cost to us of recovery shall be paid to you. We shall not recover any amount paid within the **Recoverable Insurance** in compliance with the **Minimum Insurance Requirements**.

C. Changes

None of the provisions of this Policy will be waived, changed, or modified except by written endorsement issued by us to form a part of this Policy. Notice to any of our agents or knowledge possessed by any such agent or any other person will not act as a waiver or change in any part of this Policy and will not prevent us from asserting any rights under the provisions of this Policy.

D. Assignment of Interest

It is agreed that the insurance provided herein, and your interests hereunder cannot be transferred or assigned to another party without our express written consent, except to any lender for their financial interest in the instance of your bankruptcy or project abandonment

E. Cancellation and Termination

1. This Policy cannot be cancelled by us except for material misrepresentation, fraud, or concealment of material facts, or your criminal conviction, or non-compliance with the terms and conditions and non-payment of premiums. The cancellation shall be calculated using standard pro-rata earned premium for the period of insurance unless rescinded in its entirety in which case the premium shall be returned in full.
2. For purposes of any cancellation, premiums shall be fully earned on the earlier of substantial completion of when the **Specified Project** is put to its intended use.
3. This Policy may be cancelled by the first **Insured** named in the Declarations for any reason. In the event that the first **Insured** named in the Declarations cancels the Policy, the unearned premium shall be computed under the customary short-rate table and procedure as a percentage of the total Policy premium stated in the Declarations, and we will return the unearned premium to you.

F. Your Bankruptcy

Your bankruptcy or insolvency shall not relieve us of our obligations under this Policy nor deprive us of our rights or defenses under this Policy.

G. Authorization Clause

By acceptance of this Policy, the first **Insured** named in the Declarations shall act on behalf of the **Insureds** for all purposes as to the Policy, including but not limited to the payment or return of premium, receipt and acceptance of any endorsement issued to form a part of this Policy and providing and receiving notice of cancellation, termination or nonrenewal, the giving of notices and reporting of claims and circumstances, for completing applications and the making of any statements or representations, for making any change to the Policy, and for the exercising or declining to exercise any right under this Policy.

H. Mediation of Coverage Disputes

In the event of any dispute between you and us concerning coverage or amounts owed under this Policy, before initiating any legal action concerning such dispute, you and we will submit the dispute to non-binding mediation. You and we will first seek to agree to a mutually acceptable mediator. If we cannot agree, we will request the JAMS: Mediation, Arbitration and ADR Services office closest to the **Specified**

Project to appoint a mediator and proceed with mediation administered by JAMS in accordance with its applicable rules and procedures.

I. Other Insurance

This Policy is excess over any other valid and collectible **Recoverable Insurance** available to the **Insured** as respect Insuring Agreement A, whether such other insurance is stated to be primary, pro-rata, contributory, excess, contingent, self-insured or otherwise, unless such other insurance is written specifically excess of this Policy.

For **Third-Party Claims**, this Policy is excess over the **Self-Insured Retention** and any other valid and collectible liability insurance available to you, whether such other insurance is stated to be primary, pro-rata, contributory, excess, contingent, self-insured or otherwise.

J. Severability of Policy Provisions

If any material provision or clause of this Policy is declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, that provision will immediately become null and void, leaving the remainder of this Policy in full force and effect.

Effective Date of Endorsement: 6/30/2025
Insured Name: Carson Reclamation Authority
Policy Number:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CLAIMS AND NOTICE REPORTING

This endorsement modifies insurance provided under the following:

CONTRACTOR'S PROFESSIONAL, CYBER, POLLUTION POLICY
CONTRACTOR'S PROJECT PROFESSIONAL, CYBER, POLLUTION POLICY
PRIVATE OWNER'S PROTECTIVE PROFESSIONAL VALIDATION INSURANCE
OWNER'S PROTECTIVE PROFESSIONAL VALIDATION INSURANCE
FOLLOW FORM EXCESS LIABILITY INSURANCE POLICY

It is hereby agreed that the policy to which this Endorsement is attached is amended as follows:

Subject to the claims and notice reporting provisions with the policy, claim and notice reports may be given:

In writing via the **POSTAL SERVICE** to:

North American Risk Services
P.O. Box 166002
Altamonte Springs, FL 32716-
6002 Attn: New Loss Unit

In writing via **E-MAIL** to:

reportaclaim@narisk.com

Via **Internet** to:

<http://www.narisk.com/report-a-claim/>

By **PHONE** to:

24 Hour Claims Reporting: 1-800-315-6090

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED

Effective Date of Endorsement: 6/30/2025
Insured Name: Carson Reclamation Authority
Policy Number:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TERRORISM EXCLUSION

This endorsement modifies insurance provided under the following:

CONTRACTOR'S PROFESSIONAL, CYBER, POLLUTION POLICY
CONTRACTOR'S PROJECT PROFESSIONAL, CYBER, POLLUTION POLICY
PRIVATE OWNER'S PROTECTIVE PROFESSIONAL VALIDATION INSURANCE
OWNER'S PROTECTIVE PROFESSIONAL VALIDATION INSURANCE
FOLLOW FORM EXCESS LIABILITY INSURANCE POLICY

It is hereby agreed that the policy to which this Endorsement is attached is amended as follows:

In consideration of the premium charged, it is agreed that the **Insurer** shall not be liable to make any payment for **Damages** in connection with any **Claim(s)** directly or indirectly related to, based upon, attributable to or arising out of, in whole or in part, any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the **Damages**;

1. war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority; or
2. **Terrorism Involving NBCR**
Injury or damage, however caused, arising, directly or indirectly, out of an **other act of terrorism** or a **certified act of terrorism** involving:
 - a. The use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
 - b. The dispersal or application of pathogenic or poisonous biological or chemical materials; or
 - c. The dispersal or application of radioactive material; or
3. any act of terrorism.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to 1 and/or 2 above.

If the Underwriters allege that by reason of this exclusion, any **Loss**, damage, **Cost of Defense** or expense is not covered by this Insurance the burden of proving the contrary shall be up on the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED

Effective Date of Endorsement: 6/30/2025
Insured Name: Carson Reclamation Authority
Policy Number:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAR EXCLUSION

This endorsement modifies insurance provided under the following:

CONTRACTOR'S PROFESSIONAL, CYBER, POLLUTION POLICY

CONTRACTOR'S PROJECT PROFESSIONAL, CYBER, POLLUTION POLICY

PRIVATE OWNER'S PROTECTIVE PROFESSIONAL VALIDATION INSURANCE

OWNER'S PROTECTIVE PROFESSIONAL VALIDATION INSURANCE

FOLLOW FORM EXCESS LIABILITY INSURANCE POLICY

It is hereby agreed that the policy to which this Endorsement is attached is amended as follows:

In consideration of the premium paid, it is understood and agreed that Section V Exclusions is amended to include the following:

any Loss caused by or resulting from war, invasion, hostilities, acts of foreign enemies, civil war, rebellion, insurrection, military or usurped power, martial law, or confiscation by order of any government or public authority

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED

Effective Date of Endorsement: 6/30/2025
Insured Name: Carson Reclamation Authority
Policy Number:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRADE EMBARGO ACT EXCLUSION

This endorsement modifies insurance provided under the following:
OWNER'S PROTECTIVE PROFESSIONAL VALIDATION INSURANCE

It is hereby agreed that the policy to which this Endorsement is attached is amended as follows:

In consideration of the premium charged, it is hereby understood and agreed that Section V EXCLUSIONS is amended by adding the following:

any **Professional Claim** or **Third-Party Claim** that constitute violations of either the laws of the United States or any jurisdiction in which they were performed, including U.S. economic, trade sanction or export control laws administered by the U.S. Treasury, State and Commerce Departments (e.g., the economic and trade sanctions administered by the U.S. Treasury Office of Foreign Assets Control), or the U.S. Controlled Substances Act or similar laws in the subject jurisdiction. Additionally, we shall not be required to provide any coverage, pay any Claim or First Party Claim, or provide any other benefit hereunder to the extent that provision of such coverage, payment of such Claim or First Party Claim or provision of such other benefit would be in violation of any trade or economic sanctions laws or regulations applicable in our jurisdiction of domicile or with which we are legally obligated to comply.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED

Effective Date of Endorsement: 6/30/2025
Insured Name: Carson Reclamation Authority
Policy Number:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

REMEDIAL SYSTEM RATE GUARANTEE

This endorsement modifies insurance provided under the following:
OWNER'S PROTECTIVE PROFESSIONAL VALIDATION INSURANCE

In consideration of the premium charged, it is hereby understood and agreed that SECTION **IX.** CONDITIONS is amended by adding the following:

An additional premium equal to \$1.50 per each thousand of construction values shall apply to any newly endorsed remedial systems completed during the **Policy Period**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED

Effective Date of Endorsement: 6/30/2025
Insured Name: Carson Reclamation Authority
Policy Number:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF DEFINITION M.

This endorsement modifies insurance provided under the following:
OWNER'S PROTECTIVE PROFESSIONAL VALIDATION INSURANCE

In consideration of the premium charged it is hereby understood and agreed that SECTION **IV. DEFINITIONS M. Third Party Claim** is deleted in its entirety and replaced by the following:

Third-Party Claim means a written demand against you by a person or entity not party to any contract or agreement to provide goods or services of any type for the **Specified Project**, and who does not have a financial interest in the **Specified Project**, seeking **Damages** arising out of your alleged liability for an actual or alleged negligent act, error or omission in the rendering of or failure to render **Professional Services** by a **Contracted Professional** solely in connection with the **Specified Project**. Notwithstanding the foregoing, a written demand against you by a Vertical Developer of any portion of a **Specified Project** seeking **Damages** arising out of your alleged liability for an actual or alleged negligent act, error or omission in the rendering of or failure to render **Professional Services** by a **Contracted Professional** solely in connection with the **Specified Project** shall constitute a **Third-Party Claim**.

As used herein, Vertical Developer means any person or entity that holds a fee or leasehold interest in the surface lot of a **Specified Project** that is not an **Insured**, including, without limitation, vertical developers, ground lessors, building tenants and each of their investors and lenders.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED

Effective Date of Endorsement: 6/30/2025

Insured Name: Carson Reclamation Authority

Policy Number:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF SECTION IX. CONDITIONS

This endorsement modifies insurance provided under the following:

OWNER'S PROTECTIVE PROFESSIONAL VALIDATION INSURANCE

It is understood and agreed that Section IX. CONDITIONS, E. Cancellation and Termination 2. and 3. are deleted in their entirety and replaced with the following:

2. For purposes of any cancellation, premiums shall be fully earned on the earlier of substantial completion, or when the **Specified Project** is put to its intended use, or as specified in Item 8. of the Declarations.

3. This Policy may be cancelled by the first **Insured** named in the Declarations for any reason. In such event, the unearned premium shall be computed under the customary short-rate table and procedure as a percentage of the total Policy premium stated in the Declarations, and we will return the unearned premium to you, subject to the minimum earned premium noted in Item 8. of the Declarations.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED

Effective Date of Endorsement: 6/30/2025
Insured Name: Carson Reclamation Authority
Policy Number:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF DEFINITION I.

This endorsement modifies insurance provided under the following:
OWNER'S PROTECTIVE PROFESSIONAL VALIDATION INSURANCE

In consideration of the premium charged, it is hereby understood and agreed that SECTION **IV. DEFINITIONS I. Professional Services** is amended as follows:

8. any of the foregoing in connection with (i) design services in connection with maintenance or operation of all or any portion of a completed **Specified Project** or (ii) the correction of a prior act, error or omission.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED

Effective Date of Endorsement: 6/30/2025

Insured Name: Carson Reclamation Authority

Policy Number:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF CONDITIONS

This endorsement modifies insurance provided under the following:

OWNER'S PROTECTIVE PROFESSIONAL VALIDATION INSURANCE

In consideration of the premium charged it is hereby understood and agreed that SECTION **IX. CONDITIONS I.** Other Insurance is deleted in its entirety and replaced by the following:

This Policy is excess over any other valid and collectible **Recoverable Insurance** available to the **Insured** as respect Insuring Agreement A, whether such other insurance is stated to be primary, pro-rata, contributory, excess, contingent, self-insured or otherwise, unless such other insurance is written specifically excess of this Policy. Notwithstanding anything to the contrary herein, if the **Recoverable Insurance** available to the **Insured** does not provide coverage for any **Damages** that are afforded insurance under this Policy, then this Policy will respond as primary insurance with respect to such **Damages**.

For Third-Party Claims, this Policy is excess over the Self-Insured Retention and any other valid and collectible liability insurance available to you, whether such other insurance is stated to be primary, pro-rata, contributory, excess, contingent, self-insured or otherwise.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED