



Carson Reclamation Authority

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.

“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)

- 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

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.

PUBLIC INFORMATION

The public may address the members of the Carson Reclamation Authority during the designated public comment period on any item on the agenda or on matters within the jurisdiction of the Authority

PUBLIC VIEWING AVAILABLE BY:

- **Livestream on the City’s website: The meeting will be streamed live over the internet via: www.carsonca.gov or on YouTube: www.youtube.com/c/CityofCarsonCaliforniaOfficialYouTubePage**
- **Cable TV: Spectrum (Channel 35) and ATT (Channel 99)**

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

- **Email: Public comments can be emailed to cityclerk@carsonca.gov. The cut-off time to submit any email communications is 3:00 p.m. on the day of the meeting.**

- **Written:** Written comments can be dropped off at the City Clerk's Office or in the white box outside City Hall. The cut-off time to submit any written communications is 2:00 p.m. on the day of the meeting. Written comments dropped off at the City Clerk's Office or at the white box or any email received will not be read aloud during the meeting but will be circulated to the Board and incorporated into the record.

CALL TO ORDER: CARSON RECLAMATION AUTHORITY (4:00 p.m.)

ROLL CALL (AUTHORITY SECRETARY)

FLAG SALUTE

INVOCATION

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 (Item 1)

1. APPROVAL OF THE FOLLOWING CARSON RECLAMATION AUTHORITY MEETING MINUTES: SEPTEMBER 3, 2024 (REGULAR)

RECOMMENDED ACTION: APPROVAL OF THE CARSON RECLAMATION AUTHORITY MEETING MINUTES: SEPTEMBER 3, 2024 (REGULAR)

- Approve the minutes as listed

CONSENT (Items 2-4)

2. CONSIDER RENEWAL OF A PROPERTY INSURANCE POLICY WITH STARR TECHNICAL RISKS AGENCY, INC. WITH A LIMIT OF \$58,631,848 AND WITH A \$5,000,000 EARTHQUAKE SUBLIMIT AT A TOTAL PREMIUM NOT TO EXCEED \$419,378.30 AND SURPLUS LINES TAX OF \$13,336.23, PROCURED THROUGH MARSH USA, INC.; AND AUTHORIZE THE EXECUTIVE DIRECTOR TO BIND THE POLICY

RECOMMENDED ACTION

- APPROVE A PROPERTY INSURANCE POLICY WITH STARR TECHNICAL RISKS AGENCY, INC. WITH A LIMIT OF WITH A LIMIT OF \$58,631,848 AND WITH A \$5,000,000 EARTHQUAKE SUBLIMIT AT A TOTAL PREMIUM NOT TO EXCEED \$419,378.30 AND SURPLUS LINES TAX OF \$13,336.23, PROCURED THROUGH MARSH USA, INC.
- AUTHORIZE the Executive Director of the CRA to bind the policy.

3. CONSIDER APPROVAL OF CARSON RECLAMATION AUTHORITY CLAIMS & DEMANDS RESOLUTION NO. 24-11-CRJPA

RECOMMENDED ACTION

4. AUTHORIZE EXECUTIVE DIRECTOR TO APPROVE AND BIND COVERAGE ON A COMMERCIAL GENERAL LIABILITY POLICY FROM UNITED SPECIALTY INSURANCE COMPANY (PRIMARY) AND ENDURANCE AMERICAN SPECIALTY INSURANCE COMPANY AND AMBRIDGE (LLOYD'S), EXCESS CARRIERS, PROCURED THROUGH MARSH RISK & INSURANCE SERVICES IN AN AGGREGATE LIMIT OF \$10,000,000 (\$1,000,000 PRIMARY/\$4,000,000 PLUS \$5,000,000 EXCESS) AT A PREMIUM AMOUNT NOT TO EXCEED \$119,683.00.
RECOMMENDED ACTION

– AUTHORIZE the Executive Director to bind coverage on behalf of the Carson Reclamation Authority on a Commercial General Liability Policy with United Specialty Insurance Company (primary carrier) on a \$1,000,000 per occurrence/\$2,000,000 general aggregate/ \$2,000,000 products-completed operations basis; Endurance American Specialty Insurance for \$4,000,000 in excess of the first \$1,000,000; and Ambridge (Lloyds) for \$5,000,000 in excess of the first \$5,000,000, for a total of \$10,000,000 in coverage, procured through Marsh Risk & Insurance Services, with a total cost of \$119,683 including excess, and broker commission. This is the annual renewal of the Comprehensive General Liability policy for the CRA. The total increase in premium is slightly less than 5% last year.

DISCUSSION

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

ORAL COMMUNICATIONS (AUTHORITY MEMBERS)

ADJOURNMENT

Date Posted: October 3, 2024



File #:

Version:

Report to Carson Reclamation Authority

Monday, October 7, 2024, 4:00 PM

APPROVAL OF MINUTES 1.

To: Carson Reclamation Authority

From: Joy Simarago, Deputy City Clerk

Subject: APPROVAL OF THE FOLLOWING CARSON RECLAMATION AUTHORITY MEETING MINUTES:
SEPTEMBER 3, 2024 (REGULAR)

I. SUMMARY

The City Clerk's Office is seeking approval of the following minutes:

- Tuesday, September 3, 2024 (Regular)

II. RECOMMENDATION

Approve the minutes as listed.

III. ALTERNATIVES

None.

IV. BACKGROUND

None.

V. FISCAL IMPACT

None

VI. EXHIBITS

1. Minutes, September 3, 2024 (Regular)

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

Attachments

[2024 SEP 3 CRA Reg Mtg minutes \(FINAL\).pdf](#)



MINUTES

**REGULAR MEETING OF THE
CARSON RECLAMATION AUTHORITY
4:00 P.M.**

CALL TO ORDER: The meeting was called to order at 4:14 P.M. by Authority Chair Lula Davis-Holmes in the Carson Community Center, Hall B, located at 801 E. Carson Street, Carson, California 90745.

ROLL CALL: Authority Secretary Dr. Khaleah K. Bradshaw noted the roll:

Authority Board Members Present:

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

Also Present:

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

FLAG SALUTE:

Board Member Hopson led the Pledge of Allegiance.

INVOCATION:

Board Member Thomas gave the invocation.

ORAL COMMUNICATIONS FOR MATTERS LISTED ON THE AGENDA (MEMBERS OF THE PUBLIC) – None.

APPROVAL OF MINUTES:

Item No. 1. 2024-0676 APPROVAL OF THE FOLLOWING CARSON RECLAMATION AUTHORITY MEETING MINUTES: JULY 1, 2024 (REGULAR) AND JULY 18, 2024 (SPECIAL)

Recommendation: Approve the minutes as listed.

ACTION: It was moved to approve staff recommendation on motion of Hicks, seconded by Hopson and unanimously carried by the following vote:

Ayes: Authority Chair Davis-Holmes, Authority Vice Chair Hicks, Board Member Aldridge, Jr., Board Member Hopson, and Board Member Thomas
Noes: None
Abstain: None
Absent: None

CONSENT: (Items 2-5)

It was moved to approve the Consent Items on motion of Thomas, seconded by Aldridge, Jr. and unanimously carried by the following vote:

Ayes: Authority Chair Davis-Holmes, Authority Vice Chair Hicks, Board Member Aldridge, Jr., Board Member Hopson, and Board Member Thomas
Noes: None
Abstain: None
Absent: None

Item No. 2. 2024-0712 Resolution No. 24-10-CRJPA, A RESOLUTION OF THE CARSON RECLAMATION AUTHORITY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF \$544,108.01.

ACTION: Item No. 2 was approved on Consent.

Item No. 3. 2024-0656 CONSIDER THE MONTHLY RESERVES AND CASH REPORT FOR THE CARSON RECLAMATION AUTHORITY FOR MONTH ENDING JUNE 30, 2024

Recommendation: RECEIVE and FILE.

ACTION: Item No. 3 was approved on Consent.

Item No. 4. 2024-0721 CONSIDER THE MONTHLY RESERVES AND CASH REPORT FOR THE CARSON RECLAMATION AUTHORITY FOR MONTH ENDING JULY 31, 2024

Recommendation: RECEIVE and FILE.

ACTION: Item No. 4 was approved on Consent.

Item No. 5. 2024-0749 AUTHORIZE EXECUTIVE DIRECTOR TO APPROVE AND BIND A ONE-MONTH EXTENSION OF COVERAGE ON A COMMERCIAL GENERAL LIABILITY POLICY FROM UNITED SPECIALTY INSURANCE COMPANY (PRIMARY) AND ENDURANCE AMERICAN SPECIALTY INSURANCE COMPANY AND AMBRIDGE (LLOYD'S), EXCESS CARRIERS, PROCURED THROUGH MARSH RISK & INSURANCE

**SERVICES IN AN AGGREGATE LIMIT OF \$10,000,000
(\$1,000,000 PRIMARY/\$4,000,000 PLUS \$5,000,000 EXCESS)
AT A PREMIUM NOT TO EXCEED \$8,600.00 PLUS \$273.48 IN
SURPLUS LINES TAXES/FEEES, PAID IN ADDITION TO THE
PREMIUM, FOR THE ONE-MONTH PERIOD TO OCTOBER 12,
2024**

Recommendation:

TAKE the following action:

AUTHORIZE the Executive Director to bind a one-month extension of coverage on behalf of the Carson Reclamation Authority on a Commercial General Liability Policy with United Specialty Insurance Company (primary carrier) on a \$1,000,000 per occurrence/\$2,000,000 general aggregate/\$2,000,000 products-completed operations basis; Endurance American Specialty Insurance for \$4,000,000 in excess of the first \$1,000,000; and Ambridge (Lloyds) for \$5,000,000 in excess of the first \$5,000,000, for a total of \$10,000,000 in coverage, procured through Marsh Risk & Insurance Services, with a total cost of \$8,600.00 plus \$273.48 in surplus lines taxes/fees, paid in addition to the premium, for the extension.

ACTION: Item No. 5 was approved on Consent.

ORAL COMMUNICATIONS (MEMBERS OF THE PUBLIC) – None.

ORAL COMMUNICATIONS (AUTHORITY MEMBERS)

Authority Chair Davis-Holmes announced the Prayer Breakfast on Saturday, September 7, 2024 hosted by herself and the Carson Citizens Cultural Arts Foundation.

Authority Vice Chair Hicks announced the Cajun & Blues event on Saturday, September 7, 2024.

ADJOURNMENT

The meeting was adjourned at 4:21 P.M. by Authority Chair Davis-Holmes.

Lula Davis-Holmes
Authority Chair

ATTEST:

Dr. Khaleah K. Bradshaw
Authority Secretary



File #:

Version:

Report to Carson Reclamation Authority

Monday, October 7, 2024, 4:00 PM

CONSENT 2.

To: Carson Reclamation Authority

From: John Raymond, CRA Executive Director

Subject: CONSIDER RENEWAL OF A PROPERTY INSURANCE POLICY WITH STARR TECHNICAL RISKS AGENCY, INC. WITH A LIMIT OF \$58,631,848 AND WITH A \$5,000,000 EARTHQUAKE SUBLIMIT AT A TOTAL PREMIUM NOT TO EXCEED \$419,378.30 AND SURPLUS LINES TAX OF \$13,336.23, PROCURED THROUGH MARSH USA, INC.; AND AUTHORIZE THE EXECUTIVE DIRECTOR TO BIND THE POLICY

I. SUMMARY

This action is the renewal of the Property Insurance Policy (PIP) originally acquired by the CRA in October 2021 and renewed in 2022 and 2023, and authorizes the Executive Director of the CRA to approve and bind a renewal of the PIP on behalf of the CRA.

The proposal contained herein for the CRA Board's approval is for the full requested limit of \$58,631,848, which was increased last year from the previous estimated value of \$39,599,519. All insurers in the current property insurance environment have, over the past several years, required their insureds to update the total insured value (TIV) of their properties, and as a result in 2023 the CRA had to undertake a replacement cost exercise for the Landfill Operations Center, the installed remedial systems, and the on-site inventory. The past several years has seen significant construction cost escalation. The insurance carrier proposed is the current insurer, Starr Technical Risks Agency, Inc. and the premium is \$419,378.30 with \$13,336.23 in Surplus Lines Taxes for a total of \$432,714.53, down from last year's \$515,164 (which had increased dramatically from the previous year's \$304,678), for coverage for a year. The total is lower than last year's because staff is recommending increasing the Self Insured Retention (SIR) from \$100,000 to \$500,000. Since property insurance is purchased every year, the CRA is working with its brokers on ways to reduce the annual cost burden and reducing the insured limit isn't practical this year but increasing the SIR is.

Even so, pursuant to the Insurance Administration Agreement between Carson Goose Owner, LLC (CGO) and the CRA, approved by the CRA Board in September, 2023 CGO is obligated to pay for the CRA's costs of the PIP premium as a "bridge" policy covering the CRA until construction can commence and the CRA can be covered by a Builder's Risk policy.

II. RECOMMENDATION

1. APPROVE A PROPERTY INSURANCE POLICY WITH STARR TECHNICAL RISKS AGENCY, INC. WITH A LIMIT OF WITH A LIMIT OF \$58,631,848 AND WITH A \$5,000,000 EARTHQUAKE SUBLIMIT AT A TOTAL PREMIUM NOT TO EXCEED \$419,378.30 AND SURPLUS LINES TAXES IN THE AMOUNT OF \$13,336.53 FOR A TOTAL OF \$432,714.53, PROCURED THROUGH MARSH USA, INC.

2. AUTHORIZE the Executive Director of the CRA to bind the PIP.

III. ALTERNATIVES

TAKE another action the Board deems appropriate.

IV. BACKGROUND

In 2017 the CRA procured Comprehensive General Liability (GL) and Builder's Risk (BR) insurance policies for the former Cal Compact Landfill site (Site). These policies differ from the Pollution Legal Liability and Contractor's Pollution Liability in that they do not insure against pollution risk, but rather insure against risks that typically occur on a construction project. Those original policies were replaced in 2018 by a comprehensive "wrap" insurance program developed jointly with CAM-Carson LLC (CAM), called an Owner Controlled Insurance Program (OCIP).

From 2017 until 2021, the CRA had a Builder's Risk (BR) policy on the Site instead of property insurance because of the ongoing construction of the remedial systems (the premium of which was paid by the CRA) and the horizontal construction (the premium of which was paid for primarily by CAM). In 2020, the CRA Board approved the renewal of the BR policy for a year at a cost of \$82,611.30 plus Surplus Lines Taxes and Stamping Fees of \$2,643.53; that policy's term ended on October 12, 2021. No renewals to the BR were available after that date because no construction was occurring.

When the CRA renewed its share of the BR policy in October 2020 it excluded Cell 2, which was the responsibility of CAM under the wrap agreements and was covered by the existing wrap program. Instead, the 2020 renewal protected the investments that CRA or its predecessors made in the construction of civil or remedial infrastructure on Cells 1, 3, 4, and 5. The wrap program expired, and with the return of CAM to the project, CAM had the responsibility to develop a new wrap program on Cell 2 if that's the direction they choose. Carson Goose Owner, LLC (CGO), the developer of Cells 3, 4, and 5, is developing such a program on those cells.

In 2021, CRA Staff procured a property insurance policy (PIP) from Starr Technical Risks Agency, Inc. through the CRA's broker, Marsh USA, Inc., for the full requested limit of \$39,599,519, with a \$5,000,000 sublimit for earthquake. (This means a claim arising from an earthquake would have a limit of \$5,000,000; it is better than an earthquake exclusion and a significant portion of the premium is dedicated to this earthquake coverage.) The total premium was \$276,980 for 2021. There were also \$4,680 in engineering and inspection fees which were in addition to the premium but there was no Surplus Lines Tax as is common on several other CRA policies, as the insuring paper was with Ace American Insurance Company, an admitted carrier in California.

In 2022, given the dramatic increase in premiums in 2021 from the previous 2020 BR policy renewal, Marsh started early soliciting renewal quotes from the current insurer and additional quotes from other insurance markets under similar terms as 2021 (i.e., the coverage would be for property insurance on already-constructed improvements until the resumption of construction). Notwithstanding the additional time the Broker had in the market, the only quote received by the CRA for renewal of the PIP was from the current insurer, Starr Technical Risks Agency, Inc. Due to significant the nature of the risk presented by the Site and volatility in the property insurance market, there were no other takers for the policy. There are fewer carriers in the property insurance market and the carriers' appetite for risks such as an uncomplete remedial system on an unclosed landfill is smaller, and the insurer increased premiums as a hedge against higher construction costs.

The 2022 renewal premium was \$304,678 for the PIP. The \$39,599,519 represented the value of the CRA's installed remedial systems including the Landfill Operation System, the Gas Collection and Control System, the Groundwater Extraction and Treatment System, and certain landfill liner.

In 2023, the full requested limit rose to \$58,631,848, up from the previous estimated value of \$39,599,519. Based on the extreme volatility in the property insurance market globally, all insurers in the current property insurance environment required their insureds to update the TIV of their properties, and as a result the CRA had to undertake a replacement cost exercise for the Landfill Operations Center, the installed remedial systems, and the on-site inventory. The past several years has seen significant construction cost escalation and we used construction cost guidebooks.

The insurance carrier proposed is still the current insurer, Starr Technical Risks Agency, Inc.. The 2023 premium was \$515,164, up from 2022's \$304,678, or 14.2% percent higher than 2022's, which was 9.2% higher than 2021's, but the 69.1% increase in the total cost was due to higher rates compounded by the significantly increased TIV for the same coverage as well as a \$3,500 inspection Fee (not applied in 2022) and \$15,877 in Surplus Lines Taxes. The CRA hadn't had to pay Surplus Lines taxes in prior years because Ace American was an admitted carrier, but the insured paper in 2023 and this year is through Starr Surplus lines Insurance Company, which is not.

Under the terms of the Insurance Administration Agreement approved in September 2023, CGO will procure its own BR and GL insurance programs for those cells upon closing, as will CAM would have done (if it were still in the project) with respect to its proposed project on Cell 2. If construction commences on Cells 3, 4, and 5 or resumes on Cell 2 during the term of the proposed renewal of the PIP, coverage may be able to switch to a BR policy with a return of some of the pro-rated premium.

V. FISCAL IMPACT

The premium for the PIP is estimated to be approximately \$419,378.30 plus Surplus Lines Taxes for a total of \$432,714.53. However, pursuant to the Insurance Administration Agreement between Carson Goose Owner, LLC (CGO) and the CRA, approved by the CRA Board in September, CGO is obligated to pay for the CRA's costs of the PIP premium as a "bridge" policy covering the CRA until construction can commence and the CRA can be covered by a Builder's Risk policy. Thus, there would be no fiscal impact upon the CRA and/or its finances.

VI. EXHIBITS

1. 23-24 Property Proposal from Starr Technical Risks Agency, Inc. (pgs. 5-6)
2. 23-24 CRA Property Quote from Starr Technical Risks Agency, Inc. (pg. 7-35)

Prepared by: John S. Raymond, Executive Director



File #:

Version:

Report to Carson Reclamation Authority

Monday, October 7, 2024, 4:00 PM

CONSENT 3.

To: Carson Reclamation Authority

From:

Subject: CONSIDER APPROVAL OF CARSON RECLAMATION AUTHORITY CLAIMS & DEMANDS
RESOLUTION NO. 24-11-CRJPA

I. SUMMARY

RESOLUTION NO. 24-11-CRJPA, A RESOLUTION OF THE CARSON RECLAMATION AUTHORITY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF **\$1,267,570.65**.

II. RECOMMENDATION

TO APPROVE RESOLUTION NO. 24-11-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 October 7, 2024, 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 **\$1,267,570.65**.

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 OCTOBER, 2024.

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. 24-11 CRJPA, adopted by the City of Carson City Council at its meeting held on October 7, 2024, 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 OCTOBER, 2024
AT CARSON, CALIFORNIA:

EXECUTIVE DIRECTOR, JOHN RAYMOND

VI. EXHIBITS

EXHIBIT NO. 1: DEMAND RESOLUTION #24-11-CRJPA

Attachments

[EXHIBIT NO.1 - DEMAND RESOLUTION #24-11-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
213	09/17/2024	WIRE	004084 RE SOLUTIONS	735,195.13			May/Jun '24 O&M, management fees
214	09/19/2024	WIRE	004084 RE SOLUTIONS	462,394.07			Jul '24 O&M, management fees
1724	08/29/2024	PRINTED	001924 THE BANK OF NEW YORK MELL	1,875.00			Apr-Jun '24 bank admin fee
1725	08/29/2024	PRINTED	000070 LOS ANGELES COUNTY DEPT O	891.19			Torrance Lateral annual rent
1726	08/29/2024	PRINTED	000129 SOUTHERN CALIFORNIA EDISO	8,935.58			Aug '24 electric utility
1727	09/05/2024	PRINTED	000797 ALESHIRE AND WYNDER LLP	8,334.10			Jul '24 legal fees
1728	09/05/2024	PRINTED	000079 CALIFORNIA WATER SERVICE	2,380.99			Aug '24 water utility
1729	09/05/2024	PRINTED	001174 DEPARTMENT OF TOXIC SUBTA	39,420.08			Apr-Jun '24 project (cleanup) oversight
1730	09/19/2024	PRINTED	000776 CHICAGO TITLE COMPANY	4,500.00			Title Report
1731	09/19/2024	PRINTED	004417 SOCIALGAS	3,644.51			Sep '24 gas utility
10 CHECKS				CASH ACCOUNT TOTAL	1,267,570.65		.00

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
10 CHECKS	FINAL TOTAL	1,267,570.65	.00

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



File #:

Version:

Report to Carson Reclamation Authority

Monday, October 7, 2024, 4:00 PM

CONSENT 4.

To: Carson Reclamation Authority

From: John Raymond, CRA Executive Director

Subject: AUTHORIZE EXECUTIVE DIRECTOR TO APPROVE AND BIND COVERAGE ON A COMMERCIAL GENERAL LIABILITY POLICY FROM UNITED SPECIALTY INSURANCE COMPANY (PRIMARY) AND ENDURANCE AMERICAN SPECIALTY INSURANCE COMPANY AND AMBRIDGE (LLOYD'S), EXCESS CARRIERS, PROCURED THROUGH MARSH RISK & INSURANCE SERVICES IN AN AGGREGATE LIMIT OF \$10,000,000 (\$1,000,000 PRIMARY/\$4,000,000 PLUS \$5,000,000 EXCESS) AT A PREMIUM AMOUNT NOT TO EXCEED \$119,683.00.

I. SUMMARY

This action authorizes the Executive Director to approve and bind a commercial general liability policy with United Specialty Insurance Company (primary carrier) on a \$1,000,000 per occurrence/\$2,000,000 general aggregate; Endurance American Specialty Insurance for \$4,000,000 in excess of the first \$1,000,000; and Ambridge (Lloyds) for \$5,000,000 in excess of the first \$5,000,000, for a total of \$10,000,000 in coverage. The premium including Surplus Lines Taxes and commissions is \$119,683 for this one-year policy. This policy was extended in September for a period of one month to allow for the expiration of its term to coincide with the renewal of the property coverage in October.

II. RECOMMENDATION

TAKE the following action:

AUTHORIZE the Executive Director to bind coverage on behalf of the Carson Reclamation Authority on a Commercial General Liability Policy with United Specialty Insurance Company (primary carrier) on a \$1,000,000 per occurrence/\$2,000,000 general aggregate/ \$2,000,000 products-completed operations basis; Endurance American Specialty Insurance for \$4,000,000 in excess of the first \$1,000,000; and Ambridge (Lloyds) for \$5,000,000 in excess of the first \$5,000,000, for a total of \$10,000,000 in coverage, procured through Marsh Risk & Insurance Services, with a total cost of \$119,683 including broker commission and surplus lines taxes.

III. ALTERNATIVES

TAKE another action deemed acceptable by the Authority Board.

IV. BACKGROUND

For the development of general liability insurance coverage in 2017-2018, the CRA worked with its brokers and with CAM-Carson, LLC to develop a General Liability Owners Controlled Insurance Program (OCIP). An OCIP covers multiple owners and contractors and places the claims management process in the hands of the property owner, as the policy sits in excess of the corporate GL coverage provided by the contractors on site (who would frequently have the primary liability for a GL incident) and is managed by a contractual OCIP administrator. The OCIP was bound in September 2018 for a period of five years and expired on September 12, 2023.

Since the CRA was not in construction mode in 2023, it was anticipated that the CRA would be covered as an additional insured by the GL coverage procured by the Cell 3, 4, and 5 Developer, Carson Goose Owner, LLC pursuant to the Insurance Administration Agreement (IAA) and would not have to acquire replacement coverage for the OCIP. At this point the CRA is primarily only engaged in O&M and pre-construction activity although construction activity on Lenardo Road and the Cell 2 buffer will commence shortly. When roadwork is ready to begin this policy will need to be amended to accommodate the additional construction liability.

The Developer has not yet closed on the acquisition of Cells 3, 4, and 5 but anticipates doing so in the very near future. In addition, it is very likely that the CRA will be under construction with Lenardo before the Developer begins any construction activity on Cells 3, 4, and 5. Both of these facts lean toward the CRA acquiring the GL policy and not waiting to come under the Developer's.

The language of the IAA states:

"From the date specified in each subsection below until the date specified in the subsection below or if no such date is specified, until Substantial Completion, Developer shall maintain, or cause to be maintained, the following:

4.01. Pre-Construction General Liability Insurance Program. Commencing on September 14, 2024 and at all times until the Developer Construction GL is obtained, Developer shall cause any contractors retained by Developer to perform pre-construction work to maintain commercial general liability insurance and umbrella and/or excess liability insurance (the "Pre-Construction GL"), including coverage for personal injury, bodily injury, death, accident and property damage, which insurance shall: (i) (1) be on a "occurrence" form; (2) be the primary insurance for third-party bodily injury and property damage at, on or under the Remainder Cells; and (3) collectively provide minimum coverage limits of at least (A) \$10,000,000 per occurrence, (B) \$10,000,000 general aggregate, and (C) \$10,000,000 products completed operations aggregate over the term of the policy...The CRA will be scheduled as an additional insured under the Pre-Construction GL."

and

"5.01. Developer Insurance Obligations. Developer "shall be required to maintain all Insurance Programs required herein with insurers that are unaffiliated with Developer and having financial ratings reasonably acceptable to CRA, in form and substance satisfactory to the CRA in its reasonable discretion. In the event that Developer fails to obtain one or more of the Construction Policies or minimum coverage terms required herein with respect to any Construction Policy (the underlying condition that Developer fails to satisfy as required under this Agreement, an "Uninsured Construction Risk"), then the parties shall work together diligently and in good faith to: (i) secure insurance coverage for such Uninsured Construction Risk that is acceptable to CRA, in its reasonable discretion (the "CRA Insurance Solution") and the costs associated with obtaining the CRA Insurance Solution (including, without limitation, premiums and applicable brokerage fees) shall be paid entirely by Developer.

Under Section 4.01 and 5.01 of the IAA, the GL Policy must be at a \$10,000,000 limit and in the event the Developer does not acquire it, the parties shall work together to acquire the policy to be paid entirely by the Developer. This is that policy. Other details of the Policy include:

Deductible: \$10,000 per incident (subject to contractor requirements described below) Term: 10/12/2024 - 10/12/2025; 25% minimum earned premium

Insureds: Carson Reclamation Authority and a right to add Carson Goose Owner, LLC effective as of the closing date.

Coverage Grants:

1.
 - a. Bodily Injury and Property Damage: The insurer will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which the insurance applies. The insurer has the right and duty to defend the insured against any "suit" seeking those damages.
 - b. Premises/Operations: This coverage is used to insure against claims arising out of a Named Insured's ownership, maintenance or use of premises including any operations that are in progress.
 - c. Products/Completed Operations. This coverage is used to insure against claims arising out of bodily injury and property damage that result from work performed at the designated project site.

Notable Coverage Items and Key Exclusions:

1.
 - a. Subsidence Exclusion - exclusion for losses arising out of any subsidence or earth movement, including any movements of land caused by or arising out of operations by or on behalf of the insured.
 - b. Digging and Excavation Exclusion - exclusion for losses arising out of or related to digging, excavation, boring or any similar underground work of any nature unless the following specific conditions are met: (i) prior to digging, third- party locator has marked all underground lines and the insured retains a written response from locator; (ii) utility lines are disconnected or turned off during the digging; and (iii) insured maintains written records confirming the foregoing for 2 years following completion of activities.
 - c. Contractor Warranty and Conditions - deductible increases to \$50,000 unless contractors (i) maintain at least \$1,000,000 per occurrence and \$2,000,000 aggregate general liability limits of liability and (ii) contractually release and indemnify the insured for contractors' acts and omissions.
 - d. Total Pollution Exclusion (including per- and polyfluroalkyl substances and chlorine-chlorate).
 - e. Other Key Policy Exclusions: (i) asbestos, (ii) arsenic, (iii) lead, (iv) sulfates, (v) EIFS, (vi) worker's compensation, (vii) automobile liability, (viii) employment practices, (ix) silica and silica related dust, (x) professional services, and (xi) media run-off.

V. FISCAL IMPACT

The quoted premium is \$119,683 including broker commission and excess. Under Section 5.01 of the IAA, this is to be paid for by the Developer.

VI. EXHIBITS

1. CRA Venture GL Quote 2024
2. Ambridge Quote 2024
3. Sempo Quote 2024

Prepared by: John S. Raymond, Executive Director

Attachments

[Carson Reclamation - Venture - GL Quote V1 2024.pdf](#)

[Carson Reclamation - Ambridge - 5x4 Quote V1.pdf](#)

[Carson Reclamation - Sompo - 4xP Quote V1.pdf](#)



United Specialty Insurance Company
Non-Admitted – A.M. Best Rating: A IX
Quote Letter

Broker: R-T Specialty - Los Angeles Date: 10/1/2024
Attention: Nathan Johnson
RE: **Carson Reclamation Authority**

Address: 701 E Carson Street Carson, CA 90745
Term: 10/12/2024 - 10/12/2025
Policy Form: CG 00 01 (12/07) Commercial General Liability Coverage Form

Limits: \$1,000,000 Each Occurrence
\$2,000,000 General Aggregate
\$2,000,000 Products-Completed Operations Aggregate
\$1,000,000 Personal and Advertising Injury
\$50,000 Damage to Premises Rented to You
\$5,000 Medical Coverage

Defense Costs: Outside the Limits of Liability

Deductible: \$10,000 per Occurrence including expenses
\$5,000 Medical Payments - Per Claimant

Rate: 91585 - \$11.25 Per \$1,000 Construction Costs estimated at \$4,700,000 - Primary

Premium Audit: This policy is subject to audit upon policy expiration

Premium: \$52,875.00 - Primary - M & D - 100.00%

Premium Total: \$52,875.00

Fees: \$1,000.00 Policy Fee
(all processing fees are Non - Commissioned Fees and invoices are to be paid in full)

Total Due: \$53,875.00
Minimum Earned Premium - 25.00%

Terrorism: Terrorism Exclusion BuyBack - Additional 10.00% of M & D premium

Commission: 17.50%

Policy Terms and Conditions

CLAIMS NOTICE

VEN D1 (04/07) - COMMON POLICY DECLARATIONS

VEN D2 (04/07) - COMMERCIAL GENERAL LIABILITY COVERAGE FORM DECLARATIONS

VEN D3 (04/07) - SCHEDULE OF FORMS AND ENDORSEMENTS

CG 00 01 (12/07) - COMMERCIAL GENERAL LIABILITY COVERAGE FORM

CG 00 67 (03/05) - EXCLUSION - VIOLATION OF STATUTES THAT GOVERN EMAILS, FAX, PHONE CALLS
OR OTHER METHODS OF SENDING MATERIAL OR INFORMATION

CG 20 12 (04/13) - ADDITIONAL INSURED - STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR
POLITICAL SUBDIVISION - PERMITS OR AUTHORIZATIONS

- Los Angeles County Flood Control District County of Los Angeles Department of Public
Works PO Box 7437 Alhambra, CA 91802-7437

CG 21 07 (05/14) - EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL
INFORMATION AND DATA-RELATED LIABILITY - LIMITED LIABILITY EXCEPTION NOT INCLUDED

CG 21 36 (03/05) - EXCLUSION - NEW ENTITIES

CG 21 44 (04/17) - LIMITATION OF COVERAGE TO DESIGNATED PREMISES, PROJECT OR OPERATION
- Horizontal and infrastructure development – 157 acres of land to be developed at

20400 Main Street in Carson, California

CG 21 47 (12/07) - EMPLOYMENT-RELATED PRACTICES EXCLUSION

CG 21 49 (09/99) - TOTAL POLLUTION EXCLUSION ENDORSEMENT

CG 21 86 (12/04) - EXCLUSION - EXTERIOR INSULATION AND FINISH SYSTEMS

CG 21 90 (01/06) - EXCLUSION OF TERRORISM

CG 24 04 (12/19) - WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - LOS
ANGELES COUNTY FLOOD CONTROL DISTRICT

CG 24 26 (07/04) - AMENDMENT OF INSURED CONTRACT DEFINITION

IL 00 17 (11/98) - COMMON POLICY CONDITIONS

IL 00 21 (09/08) - NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)

IL P 001 (01/04) - U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC")
ADVISORY NOTICE TO POLICYHOLDERS

VEN 001 00 (05/18) - ABSOLUTE ASBESTOS AND LEAD EXCLUSION

VEN 008 00 (02/20) - COMMERCIAL GENERAL LIABILITY AMENDMENT TO INSURING AGREEMENT AND
ADDITIONAL EXCLUSIONS AND DEFINITIONS ENDORSEMENT

VEN 013 00 (05/18) - COMPOSITE RATE ENDORSEMENT

VEN 015 01 (05/18) - CONDOMINIUM, TOWNHOME AND TRACT EXCLUSION

VEN 024 03 (06/23) - DEDUCTIBLE ENDORSEMENT (MEDICAL PAYMENTS INCLUDED)
- \$5,000

VEN 026 00 (02/20) - EXCLUSION FOR COMMUNICABLE DISEASE, SEXUAL ACTION, AND SEXUAL
HARASSMENT

VEN 036 00 (02/20) - HEALTH HAZARD AND ELECTROMAGNETIC RADIATION EXCLUSION

VEN 044 00 (01/15) - MINIMUM AND DEPOSIT PREMIUM ENDORSEMENT

VEN 046 00 (01/15) - NAMED INSURED ENDORSEMENT

- RE Solutions, LLC – for Horizontal and infrastructure development management - ONLY –
157 acres of land to be developed at 20400 Main Street in Carson, California

VEN 047 00 (01/15) - NEW YORK OPERATIONS EXCLUSION

VEN 049 01 (04/22) - OTHER INSURANCE AMENDATORY ENDORSEMENT

VEN 053 00 (02/20) - PROFESSIONAL LIABILITY EXCLUSION

VEN 059 01 (02/20) - SERVICE OF SUIT ENDORSEMENT

VEN 062 06 (02/20) - CONTRACTORS WARRANTY AND CONDITIONS ENDORSEMENT
- \$50,000

VEN 065 03 (04/22) - HEATING DEVICES OR PROCESSES EXCLUSION ENDORSEMENT

VEN 069 02 (04/22) - WRAP UP AND PROJECT POLICY EXCLUSION (LIMITED OFF-SITE EXCEPTION)

VEN 079 01 (03/18) - POLICY LIMITATION - TOTAL AGGREGATE LIMIT FOR ALL CONSTRUCTION
PROJECTS

- \$5,000,000

VEN 084 00 (02/20) - DIGGING AND EXCAVATION EXCLUSION ENDORSEMENT (CONDITION PRECEDENT)

VEN 089 01 (02/20) - FUNGI OR BACTERIA EXCLUSION
VEN 100 00 (04/22) - EXCLUSION FOR WORK PERFORMED FOR AND PRODUCTS OR EQUIPMENT PROVIDED
TO ELECTRICAL-RELATED PUBLIC UTILITIES
VEN 105 00 (02/20) - PREMIUM BASIS
VEN 107 00 (02/20) - PREMIUM AUDIT ENDORSEMENT
VEN 108 00 (07/20) - EXCLUSION FOR RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL,
BIO-CHEMICAL, AND/OR ELECTROMAGNETIC LIABILITY
VEN 109 00 (04/22) - TRADE OR ECONOMIC SANCTIONS EXCLUSION (USIC)
VEN 110 00 (04/22) - ABSOLUTE CHLORINE-CHLORATE EXCLUSION
VEN 112 00 (04/22) - DISCRIMINATION AND CIVIL RIGHTS LIABILITY EXCLUSION
VEN 111 00 (04/22) - ABSOLUTE PFA (PER-OR POLYFLUOROALKYL SUBSTANCES) EXCLUSION

Requirements Prior to Issuance

- *Completed, signed and dated TRIA form
- *SL Tax form
- *Signed and dated D-1 (all CA policies)
- *Acord application, dated and signed
- *Favorable Sub Contractor Agreement
- *Supplemental application – dated and signed
- *Completed, signed and dated SL-2 (all CA policies)

Fees and Taxes

The broker is responsible for filing all affidavits and paying all fees and taxes. Please return a completed SLA Tax form with the binder.

Certificates of Insurance

The producer has the authority to issue certificates of insurance on behalf of the Named Insured. The certificates must be issued exactly as the policy is written with no additions or modifications.

Premium Payment

The full annual premium is due 20 days from inception of coverage. If payment is not received by the due date, the policy will be cancelled subject to the quoted Minimum Earned Premium (MEP).

This Insurance cannot be cancelled flat.

All forms of cancellation are subject to earned premium and must be paid based on the time insurance has been in force. In the event of cancellation after the effective date, the earned premium will be computed short-rate if cancelled by the Insured or pro-rata if cancelled by the carrier, subject to the Minimum Earned Premium (MEP) for this policy. It is the wholesaler's and retailer's responsibility to note any deviation from the specifications.

We thank you for your business.

Lisa Strauch for Michael Johnson | CA License # 0H55754
Renewal Underwriter || VU Insurance Agency
Venture Underwriters | CA License # 0H38561
T | 415-638-4471
E | lstrauch@ventureund.com

Venture Underwriters also has an excess product line with a capacity to offer up to \$10M in excess limits.

Please send all excess submissions to: excesssubmissions@ventureund.com

Excess Underwriters:

Jeff Kilmartin	jkilmartin@ventureund.com	475-619-9998
Patti Brown	pbrown@ventureund.com	404-528-1826
Tom Rocca	trocca@ventureund.com	707-241-0124
Charles Josi	cjosi@ventureund.com	415-686-1997
Nora Nakawatase	nnakawatase@ventureund.com	510-552-3769

United Specialty Insurance Company

POLICY HOLDER DISCLOSURE

NOTICE OF TERRORISM INSURANCE COVERAGE

Under the Terrorism Risk Insurance Act of 2002, (the "Act"), as extended on December 22, 2005, you have a right to purchase insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act: The term "certified act of terrorism" means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State, 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 an air carrier or vessel or the premises of a United States mission; to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, 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; and that causes losses of at least \$5,000,000.

You should know that coverage for losses caused by "certified acts of terrorism" is partially reimbursed by the United States under a formula established by federal law. Under this formula, the United States pays 90% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The premium for this coverage is shown below and does not include any charges for the portion of loss covered by the federal government under the Act.

**IN ACCORDANCE WITH THE ACT, YOU MUST CHOOSE TO ACCEPT OR REJECT
COVERAGE FOR "CERTIFIED ACTS OF TERRORISM".**

SELECTION OR REJECTION OF CERTIFIED TERRORISM INSURANCE COVERAGE

<input type="checkbox"/>	I hereby elect to purchase certified terrorism coverage for a prospective premium of \$___. Note that this premium is fully earned upon issuance of coverage.
<input type="checkbox"/>	I hereby reject the purchase of certified terrorism coverage.

Policy Holder/Applicant's Signature

Named Insured/Firm

Print Name

Policy Number, if available

Date

United Specialty Insurance Company

SURPLUS LINES TAX FILING INFORMATION

United Specialty Insurance Company is required to report information on policies written to various states. The information requested below is needed for the Surplus Lines Broker that **FILED** the Surplus Lines Tax on the policy.

Please provide the following information and return this form to your United Specialty Insurance Company underwriter with your request to bind coverage. **Until we receive this fully completed form, we will be unable to release a Policy to you.**

Named Insured:	
Inspection Contact:	
Inspection Contact Email & Phone Number:	
Audit Contact:	
Audit Contact Email & Phone Number:	
Named Insured Contact in the event of Claim:	
Claim Contact Email and Phone Number:	

SURPLUS LINES BROKER COMPANY INFORMATION:

All fields are required.

Company Name:	
Tax ID Number (FEIN):	
Mailing Address1:	
Mailing Address2:	
City/State/Zip:	
Telephone/Fax:	

SURPLUS LINES TAXPAYER INFORMATION: All fields are required.

Individual or Company Taxpayer Name:	
S/L License Number:	
NJ / FL Transaction #	
State where taxes are filed:	
e-mail address:	

Date Completed:	
-----------------	--

For Company use only:			
Policy Number:	Policy Edition (2 digits):	Surplus Agent No: (Producer No):	



**AMBRIDGE EXCESS LIABILITY
QUOTE**

Named Insured: Carson Reclamation Authority **Date:** 10/03/2024
701 E. Carson Street
Carson, CA 90745

Broker: RT Specialty
Attention: Nathan Johnson

Underwriter: Justin Magee
Email: justin.magee@ambridge-group.com
Phone: 310-341-6605

Company: Certain Underwriters at Lloyd's, London (Please refer to Terms & Conditions for details)

Policy Period: **From:** 10/12/2024 **To:** 10/12/2025
(at 12:01 A.M. for both dates at the address of the Named Insured stated above)

Coverage Form: AEX4004052024 Excess Liability Insurance Policy

Limits of Insurance:
Each Occurrence: \$5,000,000
Aggregate (Where Applicable): \$5,000,000

Defense: Follow

Rates: \$5.64 rate per \$1,000 of Costs based off estimated \$4,700,000

Policy Premium: Premium: \$26,500
TRIA: \$1,325
Total Premium: \$27,825

Commission: 17.50%
Policy Fee: \$500
Total Due at Binding: \$28,325

Minimum Earned Premium: 25.00%

Schedule of Underlying Insurance:

Line of Business:	Excess Liability
Carrier:	Endurance American Specialty Insurance Company
Policy Number:	TO BE ADVISED
Policy Period	10/12/2024-10/12/2025
Controlling:	yes
Each Occurrence:	\$4,000,000
Aggregate (Where Applicable):	\$4,000,000
Comments:	4 x P

Schedule of Policy Forms and Endorsements:

AMB1018042021	Lloyds Certificate Jacket
AMB1001042021	Complaints Procedure
AEX4001 04 21	Ambridge XS Casualty Dec Page
AMB1022042021	Lines Clause
AMB1006042021	Several Liability Notice LSW1001
AEX4002 04 21	Ambridge XS Casualty Schedule of Forms and End
AMB1025042021	Security Schedule
AMB6009042021	California 2 LMA9030
AMB6067042021	California Surplus Lines Notice 1 (Post Bind)
AMB6068042021	California Surplus Lines Notice 1 (Pre Bind)
AMB6070042021	California Complaints Notice
AMB1012042021	US Treasury Departments Advisory Notice – OFAC
AMB1013042021	Sanctions Limitation And Exclusion Clause
AEX4005 04 21	Schedule of Underlying Insurance
AEX4004 05 2024	Ambridge Excess Casualty Policy Wording
AEX5003 04 21	Anti-Stacking Of Limits Endorsement
AEX5011 04 21	Communicable Disease Exclusion
AEX5013 04 21	Consolidated Insurance (Wrap-Up) Program Exclusion
AEX5014 04 21	Continuous Or Progressive Injury Or Damage Exclusion
AEX5050 04 21	Cyber And Electronic Data Exclusion
AEX5054 04 2021	Designated Premises Limitation
AEX5056 04 21	Residential Conversion Exclusion
AEX5058 04 21	Pending Or Prior Litigation Exclusion
AEX5059 04 21	Total Pollution Exclusion
AEX5065 04 21	Basis Of Premium Endorsement
AEX5074 04 21	Premium Audit Endorsement
AEX5079 04 21	Owned Auto Exclusion
AEX5090 05 22	Perfluorinated Compounds Or Per And Polyfluoroalkyl Substances (PFAS) Exclusion Endorsement

Subject To:

1. Signed Acord applications at time of binding.
2. Completed Policyholder Disclosure Notice of Terrorism Insurance Coverage form at time of binding.
3. Completed Surplus Lines Tax Filing Confirmation form at time of binding.
4. Completed California Surplus Lines Disclosure D-1 form at time of binding (if applicable).
5. Copies of all underlying binders at time of binding.
6. Full copies of all underlying policies within 60 days from the effective date.
7. Updated Loss Runs - Prior to Binding

Surplus Lines Notice:

Collection of surplus lines taxes, fees, filings, and other requirements, including the stamping of Confirmation of Coverage and any certificate or Policy, if issued, is the responsibility of the Surplus Lines Broker and not the responsibility of Ambridge or any of the Insurers.

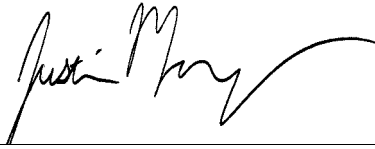
Terms and Conditions:

- Security Schedule:

Syndicate BRT 2987	44.340%	Syndicate BRT 2987 is rated A (Excellent by AM Best
Syndicate BRT 2988	12.000%	Syndicate BRT 2988 is rated A (Excellent by AM Bes
Syndicate KII 1618	4.660%	Syndicate BRT 1618 is rated A (Excellent by AM Bes
Syndicate ASP 4711	34.000%	Syndicate BRT 4711 is rated A (Excellent by AM Bes
Syndicate AXS 1686	5.000%	Syndicate BRT 1683 is rated A (Excellent by AM Bes

For the latest AM Best's Credit Rating, access www.ambest.com.

Underwriter:



Dated: 10/03/2024

Chief
Executive
Officer:



Ambridge Partners LLC
in California d/b/a Ambridge Insurance Solutions West, LLC.
License No. 0L45420

This Quote is valid for 30 days.



POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended ("TRIA"), that you now have a right to purchase insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act, as amended: The term "act of terrorism" means any act that is 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 an air carrier or vessel 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. Any coverage you purchase for "acts of terrorism" shall expire at 12:00 midnight December 31, 2027, the date on which the TRIA Program is scheduled to terminate, or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates.

YOU SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM IS PARTIALLY REIMBURSED BY THE UNITED STATES 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 THIS FORMULA, THE UNITED STATES PAYS 80% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER(S) PROVIDING THE COVERAGE. YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A USD100 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 USD100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED USD100 BILLION, YOUR COVERAGE MAY BE REDUCED.

THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

[] \$1,325 I hereby elect to purchase coverage for acts of terrorism for a prospective premium of:

[] I hereby elect to have coverage for acts of terrorism excluded from my policy. I understand that I will have no coverage for losses arising from acts of terrorism.

Policyholder/Applicant's Signature

Ambridge Partners LLC

Print Name

Policy Number

Carson Reclamation Authority

Date

Named Insured

Commercial Excess Liability Quotation

October 02, 2024

Sent via E-Mail

CA License #4073253

To: Nathan Johnson
 RSG Specialty Insurance Services, LLC
 3900 West Alameda Avenue
 20th Floor
 Burbank, CA 91505
 njohnson@rtspecialty.com

From: Daniel Burdiak
 AVP, Excess Casualty, E&S
 Excess Casualty - E&S
 dburdiak@sompo-intl.com
 213-270-7016

Named Insured: Carson Reclamation Authority (CRA)
 701 East Carson Street
 Carson, CA 90745

Insurer: Endurance American Specialty Insurance Company
 Non-Admitted Paper - A.M. Best Rating: A+ XV

Policy Form: Excess Liability Coverage Follow Form (Short Form)
 Form Number: EXL 0203 0813

Policy Period: From: October 12, 2024 To: October 12, 2025
 (12:01 AM Standard Time on both dates at the address of the Named Insured noted above.)

Limits of Insurance:

Each Occurrence Limit	Aggregate Limit (where applicable)
\$ 4,000,000	\$ 4,000,000

Limits of Insurance are in excess of the Schedule of Underlying Limits of Insurance.

Term Premium \$ 31,750

Terrorism Premium: \$ 1,588

Total Premium: \$ 33,338

Producer is responsible for the payment and handling of any and all applicable Surplus Lines Taxes, Fees and Filings in the home state.

Adjustable Rate: 6.5431 per \$1,000 Construction Costs based on estimated Construction Costs of \$4,585,000

Minimum Earned Premium: 25%: \$ 8,335

Minimum Term Premium: 90% \$ 30,004

Commission: 17.5%

Scheduled Underlying Limits of Insurance:

Primary Policies

Coverage / Carrier	Policy Period	Limits / Attachment
General Liability / United Specialty Insurance Company	10/12/2024 to 10/12/2025	\$ 1,000,000 Each Occurrence \$ 2,000,000 Products/Completed Operation Aggregate \$ 2,000,000 General Aggregate \$ 1,000,000 Personal & Advertising Injury Defense Outside Limits

Policy Attachments & Forms:

Endurance American Specialty Insurance Company's Excess Liability Policy shall follow United Specialty Insurance Company's Policy, and shall otherwise contain:

Number	Title	Comments
EXL 6001 0813	Absolute Asbestos Exclusion	
EXL 0592 0610	Absolute Communicable Disease Exclusion	
EXL 6002 0813	Absolute Pollution Exclusion	
EXL 0506 0318	Care, Custody or Control Exclusion	
EXL 0573 0606	Cyber Liability Exclusion	
EXL 0516 0112	Exclusion-Violation of Information Statutes	
EXL 6066 0817	Nuclear Energy Liability Exclusion	
EXL 6088 0813	Silica, Silica-Related or Mixed Dust Exclusion	
EXL 1323 0610	Sub-Limited Coverage Exclusion	
EXL 3077 0222	Vertical Construction Exclusion	
EXL 0562 0606	War Liability Exclusion	
EXL 3055 0319	Wildfire Exclusion	
EXL 3044 0318	Bankruptcy or Insolvency Condition Endorsement	
EXL 1302 0512	Claim Notice with Eclaim Notice	
IL 1201 0115	Exclusion of Certified Acts of Terrorism and Exclusion of Other Acts	
EXL 6056 0813	Limitation Of Coverage To Designated Premises Or Project	
EXL 3026 0317	Premium Audit Endorsement	
EXL 1301 0512	Service Of Suit Endorsement	
EXL 1001 0606	General Change Endorsement	Ext to 10/12/24
SN 9005 0120 CA	SN - California	
IL N 018 01 22	California Fraud Statement	
IL 1008 0114	Signature Page	
PN 0001 0721	U.S. Treasury Department's Office of Foreign Assets Control (OFAC)	

Quotation Expires On: This quote will remain open for 180 days. It is your responsibility to notify us of date changes prior to closure. Once this quote has been closed a new submission will be required.

- Special Conditions:**
1. All GL/AL Underlying carriers must be A-VI rated or better by AM Best. EL B+VII
 2. Broker is required to provide Carrier with completed Surplus Lines Acknowledgement Letter within 30 days of inception
 3. If this quote is bound and TRIA accepted, we require as a condition of binding that TRIA is accepted on all layers below this
 4. Minimum Earned Premium is 25%
 5. TRIA decision needed prior to binding.
 6. This quote does not include UM/UIM. State Specific requirements may apply.
 7. This quote offers TRIA however the endorsements attached reflect TRIA being rejected. If you elect to purchase TRIA, the following form (or state specific versions where applicable) will apply; IL 1202 Exclusion of Other Acts of Terrorism Committed outside the United States; Cap on Losses from Certified Acts of Terrorism.
 8. We maintain the right to adjust the terms and conditions should conflicting information be received.

Subjectivities:

<u>Item</u>	<u>Due Date</u>
1. A copy of the GL policy is required as soon as possible or within 45-60 days of the effective date of this policy	Prior to Issuance
2. A signed terrorism acceptance / rejection notice	At Time of Binding
3. Confirmation that any quota share or higher layer does not attract a higher premium per million than the Endurance layer	At Time of Binding
4. Copies of all Underlying binders	At Time of Binding
5. Currently valued GL loss runs for policy years 2019-2023.	Prior to Binding
6. Our policy will not be broader than any underlying or excess layer	

Please read the foregoing carefully. Terms and conditions may not correspond with the coverage specifications included with your submission material.

Additional Comments: Thank you for the opportunity to present this authorization. We look forward to receiving a binding order.



Daniel Burdiak
AVP, Excess Casualty, E&S



**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM INSURANCE COVERAGE**

Named Insured:	Carson Reclamation Authority (CRA)	Offer Date:	October 02, 2024
Policy Number:		Effective Date:	October 12, 2024
Insurance Company:	Endurance American Specialty Insurance Company		

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.

DISCLOSURE OF FEDERAL PARTICIPATION:

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 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.

DISCLOSURE OF CAP ON LOSSES:

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:

Your signature and the return of this notice are required prior to binding related commercial insurance coverage. Premium is based on exposures at policy inception and may change if exposures change during the policy term.

- I hereby elect to purchase certified acts of terrorism coverage for the **\$1,588** prospective premium of:
- 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.

Insured: _____ **Title:** _____ **Date:** _____



ADDITIONAL INFORMATION FOR PROPERTY and INLAND MARINE POLICIES ONLY:

In Standard Fire Policy (SFP) states, the mandated policy language provides some coverage for fire losses resulting from an act of terrorism. You cannot reject this coverage. If you reported exposure in an SFP state and decline to purchase terrorism coverage you will be charged the premium for this coverage as shown below. Premium is based on exposures at policy inception and may change if exposure changes during the policy term.

SFP Premium: N/A

This Notice does **not** form a part of your insurance contract. If there is any conflict between this Notice and the policy (including its endorsements), the provisions of the policy (including its endorsements) apply.

POLICYHOLDER NOTICE

U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

CALIFORNIA FRAUD STATEMENT

For your protection, California law requires the following to appear on this form: Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

Privacy Notice for Insurance Applicants and Policyholders

At Sompo International we are committed to protecting your personal information and respecting the data protection and privacy rights you have under applicable law and regulations.

When you submit any information to us for the purpose of requesting information from us; about, or obtaining, our products or services; or otherwise, including any personal information, we will use the information in our insurance business to conduct our business and perform our legal obligations, including:

- (i) verifying your identity;
- (ii) preventing, investigating or reporting fraud or potential fraud, money laundering, terrorism, misrepresentation, security incidents, sanctions violations or any crime, all in accordance with applicable law and regulations;
- (iii) assessing, establishing and managing claims and arranging or entering into any appropriate settlements;
- (iv) managing, reporting and auditing our business operations;
- (v) recovering debt;
- (vi) developing, improving and protecting our products, services, website, systems and relationships with you;
- (vii) carrying out research, risk management and statistical analyses;
- (viii) establishing, exercising or defending legal claims; and
- (ix) meeting regulatory and compliance requirements.

With your permission, we may also use your contact details (including email address) to send you information about our products and services or other products and services provided by us or one of our group companies.

We may share your information for the purposes outlined above with:

- (i) our group companies;
- (ii) brokers, other insurers and underwriters;
- (iii) healthcare professionals;
- (iv) law enforcement authorities;
- (v) other government authorities;
- (vi) fraud prevention agencies; and
- (vii) third parties involved in any aspect of claims management including surveyors, loss adjusters, claims agents, solicitors and private investigators;
- (viii) parties that may have a financial interest in the insurance policy or claim;

- (ix) other service providers that may process your personal information on our behalf (for example, IT service providers that host or support our business and may have data that includes your personal information); and
- (x) others with your consent or in accordance with applicable law and regulations.

If you have provided information about another person, in doing so you confirm that you have such person's consent to provide the personal information to us, that you have told such person that you have provided the information to us and how we will use the personal information as described in this notice.

To the extent you have provided your consent, and your consent provides the basis for our use of the information, you may withdraw your consent at any time by contacting us as described below.

More details about how we use your personal information may be found on our website at www.sompo-intl.com. The website also provides additional information about your data protection rights, how you may access and update your personal information and other choices you have about how we use your personal information (including how to object to processing or withdrawing your consent at any time). If you have any questions regarding this notice, please contact us at:

Attn: Chief Compliance Officer Sompo International

Waterloo House

100 Pitts Bay Road

Pembroke HM08

Bermuda

Email: Privacy@sompo-intl.com

SURPLUS LINES NOTICE

CALIFORNIA

IMPORTANT NOTICE:

- 1. The insurance policy that you have purchased is being issued by an insurer that is not licensed by the State of California. These companies are called “nonadmitted” or “surplus line” insurers.**
- 2. The insurer is not subject to the financial solvency regulation and enforcement that apply to California licensed insurers.**
- 3. The insurer does not participate in any of the insurance guarantee funds created by California law. Therefore, these funds will not pay your claims or protect your assets if the insurer becomes insolvent and is unable to make payments as promised.**
- 4. The insurer should be licensed either as a foreign insurer in another state in the United States or as a non-United States (alien) insurer. You should ask questions of your insurance agent, broker, or “surplus line” broker or contact the California Department of Insurance at the toll-free number 1-800-927-4357 or internet website www.insurance.ca.gov. Ask whether or not the insurer is licensed as a foreign or non-United States (alien) insurer and for additional information about the insurer. You may also visit the NAIC’s internet website at www.naic.org. The NAIC--the National Association of Insurance Commissioners--is the regulatory support organization created and governed by the chief insurance regulators in the United States.**
- 5. Foreign insurers should be licensed by a state in the United States and you may contact that state’s department of insurance to obtain more information about that insurer. You can find a link to each state from this NAIC internet website: https://naic.org/state_web_map.htm.**

SURPLUS LINES NOTICE

- 6. For non-United States (alien) insurers, the insurer should be licensed by a country outside of the United States and should be on the NAIC's International Insurers Department (IID) listing of approved nonadmitted non-United States insurers. Ask your agent, broker, or "surplus line" broker to obtain more information about that insurer.**

- 7. California maintains a "List of Approved Surplus Line Insurers (LASLI)." Ask your agent or broker if the insurer is on that list, or view that list at the internet website of the California Department of Insurance: www.insurance.ca.gov/01-consumers/120-company/07-lasli/lasli.cfm.**

- 8. If you, as the applicant, required that the insurance policy you have purchased be effective immediately, either because existing coverage was going to lapse within two business days or because you were required to have coverage within two business days, and you did not receive this disclosure form and a request for your signature until after coverage became effective, you have the right to cancel this policy within five days of receiving this disclosure. If you cancel coverage, the premium will be prorated and any broker's fee charged for this insurance will be returned to you.**

D-2 (Effective January 1, 2020)

Endurance American Specialty Insurance Company
(Wilmington, Delaware)

Policy No.
Renewal of: ELD30044509500

COMMERCIAL EXCESS LIABILITY DECLARATIONS PAGE

- | | |
|--|--|
| 1. NAMED INSURED AND ADDRESS:
Carson Reclamation Authority (CRA)
Per Underlying Insurance
701 East Carson Street
Carson, CA 90745 | 2. POLICY PERIOD:
12:01 a.m. Standard Time at the address of the
Insured shown at the left
From: 10/12/2024 To: 10/12/2025 |
|--|--|

**IN RETURN FOR PAYMENT OF THE
PREMIUM AND SUBJECT TO ALL TERMS
OF THIS POLICY, WE AGREE WITH YOU
TO PROVIDE THE INSURANCE AS STATED
IN THIS POLICY.**

PRODUCER'S NAME AND ADDRESS:
RSG Specialty Insurance Services, LLC
3900 West Alameda Avenue
20th Floor
Burbank, CA 91505

3. PREMIUM:	Total Advance Premium	\$ 33,338
	Service Charge	N/A
	Taxes	N/A
	Surcharge	N/A
	Total	\$ 33,338

BASIS OF PREMIUM: Non-Auditable Auditable

In the event of cancellation by the Named Insured, the company will receive and retain no less than \$ 8,335 as a policy minimum earned premium.

4. LIMITS OF INSURANCE:	\$ 4,000,000	Each Occurrence Limit
	\$ 4,000,000	Aggregate Limit (Where Applicable)

These Limits of Insurance apply in excess of the "underlying limits of insurance" indicated in Item 5. of the Declarations.

5. UNDERLYING INSURANCE: See attached schedule

6. FORMS AND ENDORSEMENTS applicable to all Coverage Forms and made part of this policy at time of issue are listed on the attached Forms and Endorsements Schedule EXL 0101.



Authorized Representative

ISSUING OFFICE:
725 South Figueroa Street, Suite 2100
Los Angeles, CA 90017

NOTE: SEE ENCLOSED NOTICE FOR "SURPLUS LINES NOTIFICATION"

FORMS AND ENDORSEMENT SCHEDULE

It is hereby understood and agreed the following forms and endorsements are attached to and are a part of this policy:

Form Number	Form Name
SN 9005 0120 CA	SN - California
EXL 0001 0615	Commercial Excess Liability Declarations Page
EXL 1302 0512	Claim Notice with Eclaim Notice
EXL 0102 0606	Schedule of Underlying Policies
EXL 6001 0813	Absolute Asbestos Exclusion
EXL 0592 0610	Absolute Communicable Disease Exclusion
EXL 6002 0813	Absolute Pollution Exclusion
EXL 0506 0318	Care, Custody or Control Exclusion
EXL 0573 0606	Cyber Liability Exclusion
EXL 0516 0112	Exclusion-Violation of Information Statutes
EXL 6066 0817	Nuclear Energy Liability Exclusion
EXL 6088 0813	Silica, Silica-Related or Mixed Dust Exclusion
EXL 1323 0610	Sub-Limited Coverage Exclusion
EXL 3077 0222	Vertical Construction Exclusion
EXL 0562 0606	War Liability Exclusion
EXL 3055 0319	Wildfire Exclusion
EXL 3044 0318	Bankruptcy or Insolvency Condition Endorsement
IL 1201 0115	Exclusion of Certified Acts of Terrorism and Exclusion of Other Acts
EXL 6056 0813	Limitation Of Coverage To Designated Premises Or Project
EXL 3026 0317	Premium Audit Endorsement
EXL 1301 0512	Service Of Suit Endorsement
EXL 1001 0606	General Change Endorsement
EXL 0203 0813	Excess Liability Coverage Follow Form (Short Form)
IL 1008 0114	Signature Page
PN 0001 0721	U.S. Treasury Department's Office of Foreign Assets Control (OFAC)

CLAIM NOTICE

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

In the event of claim to which this policy may apply, please give immediate notice in any of the following ways, to:

U.S. Insurance - Claims
1221 Avenue of the Americas
New York, NY 10020
E-Mail addressed to: insuranceclaims@sompo-intl.com

E-mail is the preferred method of receiving claim notice information, but any of the above methods of notification will generate an acknowledgement of receipt of claim with a claim number and all of the claim adjusters' contact information.

SPECIMEN

SCHEDULE OF UNDERLYING POLICIES

Carrier, Policy Number and Period	Type of Coverage	Limits of Insurance
United Specialty Insurance Company 10/12/2024 - 10/12/2025 (First Underlying Insurance)	General Liability	\$ 1,000,000 Each Occurrence \$ 2,000,000 General Aggregate \$ 2,000,000 Products/Completed Operations Aggregate \$ 1,000,000 Personal & Advertising Injury

SPECIMEN

ABSOLUTE ASBESTOS EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

This insurance does not apply to:

Any liability, including, but not limited to “property damage”, “bodily injury”, settlements, judgments, costs, charges, expenses, costs of investigations, or the fees of attorneys, experts, or consultants arising out of or related in any way, either directly or indirectly, to:

1. asbestos, asbestos products, asbestos-containing materials or products, asbestos fibers or asbestos dust, including, but not limited to, manufacture, mining, use, sale, installation, removal, or distribution activities;
2. exposure to, testing for, monitoring of, cleaning up, removing, containing or treating of asbestos, asbestos products, asbestos-containing materials or products, asbestos fibers or asbestos dust; or
3. any obligation to investigate, settle or defend, or indemnify any person against any claim or “suit” arising out of or related in any way, either directly or indirectly, to asbestos, asbestos products, asbestos-containing materials or products, asbestos fibers or asbestos dust.

This endorsement does not change any other provision of the policy.

ABSOLUTE COMMUNICABLE DISEASE EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This insurance does not apply to any “loss”, liability, “bodily injury”, “property damage”, or “personal and advertising injury” expense or other form of damages and costs arising, in whole or in part, arising out of or involving the actual or alleged transmission of a “communicable disease.”

1. This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:

- a.** Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a “communicable disease”;
- b.** Testing for a “communicable disease”;
- c.** Failure to prevent the spread of the disease; or
- d.** Failure to report the disease to authorities.

“Communicable disease”, as used in this endorsement, means any sickness or malady capable of being transmitted.

This endorsement does not change any other provision of the policy.

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ABSOLUTE POLLUTION EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

This insurance does not apply to:

Any liability, including, but not limited to “property damage”, “bodily injury”, settlements, judgments, costs, charges, expenses, costs of investigations, or the fees of attorneys, experts, or consultants arising out of or in any way related to:

1. the actual, alleged or threatened presence, discharge, dispersal, seepage, migration, release or escape of “pollutants”, however caused;
2. any request, demand, or order that any insured or others test for, monitor, clean-up, remove, contain, treat, detoxify, neutralize or in any way respond to or assess the effects of “pollutants”. This includes demands, directives, complaints, “suits”, orders or requests brought by any governmental entity or by any person or group of persons; or
3. steps taken or amounts incurred by a governmental unit or any other person or organization to test for, monitor, clean-up, remove, contain, treat, detoxify or neutralize or assess the effects of “pollutants”.

This exclusion will apply to liability, costs, charges or expenses, or any judgments or settlements, arising directly or indirectly out of pollution whether or not the pollution was sudden, accidental, gradual, intended, expected, unexpected, preventable or not preventable.

“Pollutants” means any solid, liquid, gaseous or thermal irritant or contaminant, including, but not limited to, smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste material. Waste material includes materials which are intended to be or have been recycled, reconditioned or reclaimed.

This endorsement does not change any other provision of the policy.

CARE, CUSTODY OR CONTROL EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

This insurance does not apply to property damage to:

- A. Real or personal property owned, rented or occupied by you;
- B. Real or personal property used by or loaned to you;
- C. Real or personal property in your care, custody or control, or real and personal property over which you exercise physical control.

This endorsement does not change any other provision of the policy.

SPECIMEN

CYBER LIABILITY EXCLUSION

This endorsement changes the policy, please read it carefully.

This insurance does not apply to:

1. “Bodily injury”, “property damage”, “personal and advertising injury” arising, directly or indirectly, out of the loss of or alteration of any electronic data, electronic information, computer applications software, computer operations software or any other similar data, information or software in any computer hardware, computer system, computer network, or the “Internet”; or
2. “Bodily injury”, “property damage”, “personal and advertising injury” arising directly or indirectly out of damage to any computer hardware, computer system, computer network, or the “internet” as a result of 1. above.

“Internet” shall mean the worldwide public network of computers as it currently exists or may be manifested in the future, including the “internet”, an intranet, an extranet or a virtual public network.

This endorsement does not change any other provision of the policy.

EXCLUSION-VIOLATION OF INFORMATION STATUTES

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

This insurance does not apply to:

DISTRIBUTION OF MATERIAL IN VIOLATION OF STATUTES

"Bodily injury" or "property damage" or "personal and advertising injury" arising directly or indirectly out of any act or omission that violates or is alleged to violate:

- A. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- B. The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- C. The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- D. Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

This endorsement does not change any other provision of the policy.

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NUCLEAR ENERGY LIABILITY EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

This policy does not apply to:

A. Any liability, injury or damage:

1. with respect to which any insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its Limits of Insurance; or
2. resulting from the “hazardous properties” of “nuclear material” and with respect to which (a) a person or organization is required to maintain financial protection pursuant to the Atomic energy Act of 1954, or any law amendatory thereof, or (b) any insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Any injury or “nuclear property damage” resulting from the “hazardous properties” of “nuclear material”, if:

1. the “nuclear material” (a) is at any “nuclear facility” owned by, or operated by or on behalf of, any insured or (b) has been discharged or dispersed therefrom;
2. the “nuclear material” is contained in “spent fuel” or “nuclear waste” at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of any insured; or
3. the injury or “nuclear property damage” arises out of the furnishing by any insured of services, materials, parts of equipment in connection with the planning, construction, maintenance, operation or use of any “nuclear facility”, but if such facility is located within the United States of America, its territories or possessions or Canada, this Exclusion B.3. applies only to “nuclear property damage” to such “nuclear facility” and any property therein.

C. As used in this exclusion:

1. “Hazardous properties” includes radioactive, toxic or explosive properties.
2. “Nuclear facility” means:
 - (a) any “nuclear reactor”;

- (b) any equipment or device designed or used for:
 - (1) separating the isotopes of uranium or plutonium;
 - (2) processing or utilizing “spent fuel”; or
 - (3) handling processing or packaging “nuclear waste”;
- (c) any equipment or device used for the processing, fabricating or alloying of “special nuclear material” if at any time the total amount of such material in the custody of any insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235; or
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of, “nuclear waste”, and includes the site on which any of the foregoing is located, all operations considered on such site and all premises used for such operations.
- 3. “Nuclear material” means “source material”, “special nuclear material” or by-product material.
- 4. “Nuclear property damage” includes all forms of radioactive contamination of property.
- 5. “Nuclear reactor” means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.
- 6. “Nuclear waste” means any “nuclear waste” material (a) containing “by-product material” other than the tailings of “nuclear waste” produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its “source material” content, and (b) resulting from the operation by any person or organization of any “nuclear facility” included within the definition of “nuclear facility” under Paragraph C.2.
- 7. “Source material”, “special nuclear material”, and “by-product material” have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.
- 8. “Spent fuel” means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a “nuclear reactor.”

This endorsement does not change any other provision of the policy.

SILICA, SILICA-RELATED OR MIXED DUST EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

This insurance does not apply to any “loss”, liability, “bodily injury”, “property damage”, expense or other form of damages and costs arising, in whole or in part, arising out of or involving “mixed dust”, “silica”, “silica-related dust”, or any product containing “silica” or “silica-related dust”.

It is further agreed that this insurance does not apply to:

- A. Any “loss”, cost or expense, arising in whole or in part, out of the abating, testing, monitoring, remediating, neutralizing, removing or cleaning up of “mixed dust”, “silica”, “silica-related dust” or products and materials containing “silica” or “silica-related dust” by any insured or by any other person or entity;
- B. The cost of such actions as may be necessary to monitor, assess and evaluate the release or threat of “mixed dust”, “silica”, “silica-related dust” or products and materials containing “silica” or “silica-related dust”;
- C. The cost of disposal of “silica” substances or taking of such other action as may be necessary to temporarily or permanently prevent, minimize, or mitigate damage to the public health or welfare or to the environment, which may otherwise result by any insured or by any other person or entity; or
- D. The cost of compliance with any law or regulation regarding “mixed dust”, “silica” or “silica-related dust”.

"Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), “silica” particles, “silica-related dust” or silica compounds.

"Silica-related dust" means a mixture or combination of “silica” and other dust or particles.

“Mixed dust” means inorganic or organic dusts that have harmful effects on natural persons.

This endorsement does not change any other provision of the policy.

SUB-LIMITED COVERAGE EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

It is agreed that this insurance policy shall not apply in excess of any “sub-limited” coverage(s) that are included within, or are a part of, any “underlying insurance” scheduled in this policy. “Sub-limited” coverage(s) are defined as any coverage(s) having limits of insurance less than the limit(s) of any “underlying insurance” included in the schedule of underlying policies.

This endorsement does not change any other provision of the policy.

SPECIMEN

VERTICAL CONSTRUCTION EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

It is agreed that:

This policy does not apply to any claim, suit, demand or “loss” that alleges, “bodily injury”, “property damage” or “personal and advertising injury” that in any way, in whole or in part, arises out of, relates to or results from the prior, current or future development, construction, repair, maintenance or improvement of a “non-commercial dwelling or residence” or any building, structure, development, or project that is converted, in whole or in part, to a “non-commercial dwelling or residence” at any time.

As used in this exclusion:

1. “Non-commercial dwelling or residence” includes, but is not limited to, homes, cooperatives, townhouses, lofts, condominiums, and time-shares and any appurtenant common areas, structures or grounds, with the exception of utility easements, public rights of way and public streets or roads. However, “non-commercial dwelling or residence” does not include hotels or motels, student housing, dormitories, residence halls, senior living continuing care centers, prisons or “apartments” unless they are converted to a condominium, loft or cooperative or similar type of property sold to others at any time. Any building with mixed-use occupancies incorporating any “non-commercial dwelling or residence” is a “non-commercial dwelling or residence” in its entirety for purposes of this exclusion.
2. “Apartments” are a building or series of buildings and any appurtenances owned by one person or organization with individual living units that are held for rental or lease to the general public.

This endorsement does not change any other provision of the policy.

WAR LIABILITY EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

This insurance does not apply to any liability arising out of any war, invasion, acts of foreign or domestic enemies, hostilities, (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property including loss of access, by or under the order of any government, local authority or risks of contraband, illegal transportation or trade.

This endorsement does not change any other provisions of the policy.

SPECIMEN

WILDFIRE EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

It is agreed that:

This policy does not apply to any loss or liability for “bodily injury”, “property damage” or “personal and advertising injury” arising directly or indirectly out of “wildfire”, including reimbursement to any party for the cost (including salaries, wages, benefits or expenses of your “employees”) of fighting, suppressing, bringing under control or extinguishing a “wildfire” and regardless of whether such “wildfire” was caused by human intervention or whether human intervention in the “wildfire” contributed to such “bodily injury”, “property damage” or “personal and advertising injury”.

The following definition is added to the policy as respects this endorsement:

“Wildfire” means wildfire, brush fire, forest fire, vegetation fire, grass fire, desert fire, peat fire, bush fire, hill fire or any rapidly spreading, uncontrolled fire or conflagration of any description, in each case occurring over an area that is larger than one acre, including any mudslides arising therefrom.

This endorsement does not change any other provision of the policy.

BANKRUPTCY OR INSOLVENCY CONDITION

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

The **Conditions** Section is amended to add the following **Condition**:

Bankruptcy or Insolvency

In the event of the bankruptcy or insolvency of any underlying insurer, the insurance afforded by this policy will not replace such “underlying insurance” or drop down to attach at a lower level, but will continue to apply as if the “underlying insurance” was available and collectible.

This endorsement does not change any other provision of the policy.

SPECIMEN

ENDORSEMENT

Named Insured: Carson Reclamation Authority (CRA)

Policy Number:

Endorsement

Endorsement

Effective Date: October 12, 2024

Number: N/A

(12:01 AM Standard Time at the address of the Named Insured as shown in the Declarations)

EXCLUSION OF CERTIFIED ACTS OF TERRORISM AND EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE UNITED STATES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

It is agreed that:

A. This insurance does not apply to:

Terrorism

“Any injury or damage” arising directly or indirectly, out of a “certified act of terrorism” or out of an “other act of terrorism” that is committed outside of the United States (including its territories and possessions and Puerto Rico), but within the “coverage territory”. However, with respect to an “other act of terrorism”, this exclusion applies only when one or more of the following are attributed to such act.

1. The total of insured damage to all types of property exceeds \$ 25,000,000 (valued in US dollars). In determining whether the \$ 25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the terrorism and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
2. fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
 - a. physical injury that involves a substantial risk of death; or
 - b. protracted and obvious physical disfigurement; or
 - c. protracted loss of or impairment of the function of a bodily member or organ; or
3. the terrorism involves the use or release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
4. the terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
5. pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

ENDORSEMENT

With respect to this exclusion, Paragraph 1. and 2. describe the thresholds used to measure the magnitude of an Incident of an “other act of terrorism” and the circumstances in which the threshold will apply for the purpose of determining whether this exclusion will apply to that incident.

B. The following definitions are added:

1. For the purposes of this endorsement, “any injury or damage” means any injury or damage covered under this policy, or “underlying insurance” to which this endorsement is applicable, and includes but is not limited to any Loss, Claim or injury as may be defined in any applicable policy, or “underlying insurance”.
2. “Certified act of terrorism” means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a “certified act of terrorism” include the following:
 - a. The act resulted in insured losses in excess of \$ 5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
 - b. The act resulted in damage:
 - i. Within the United States (including its territories and possessions and Puerto Rico); or
 - ii. Outside of the United States in the case of:
 - (a) An air carrier (as defined in Section 40102 of title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs; or
 - (b) The premises of any United States mission; and
 - c. the act is a violent act or an act that is dangerous to human life, property or infrastructure and is 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.
3. “Other act of terrorism” means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not a “certified act of terrorism”. Multiple incidents of an “other act of terrorism” which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.
4. “Coverage territory” means anywhere in the world with the exception of any country or jurisdiction which is subject to trade or other economic sanctions or embargo by the United States of America.

ENDORSEMENT

- C. In the event of any incident of a “certified act of terrorism” or an “other act of terrorism” that is not subject to this exclusion, coverage does not apply to any loss or damage that is otherwise excluded under this policy.



Authorized Representative

This endorsement does not change any other provision of the Policy. The title and any headings in this endorsement are solely for convenience and do not affect its meaning.

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SPECIMEN

LIMITATION OF COVERAGE TO DESIGNATED PREMISES OR PROJECT

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

SCHEDULE

Premises: N/A

Project: Project Location:
Carson Reclamation Authority (CRA) Cells 1-5
20400 S. Main Street
Carson, CA 90745

Premises Liability and O&M coverage for the Owner's interest, contingent coverage over contractor's coverage beneath the Named Insureds, GL/XS only, excluding Pollution which is covered elsewhere, on a 157-acre land parcel in Carson, CA. No real construction operations.

This insurance applies only to liability arising out of:

1. The ownership, maintenance or use of the premises shown in the Schedule above and operations necessary or incidental to those premises; or
2. The project shown in the Schedule above.

This endorsement does not change any other provision of the policy.

PREMIUM AUDIT ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

The premium for this policy is provisional. Within thirty (**30**) days after the expiration date of this policy, the Named Insured must report to the Company the actual number of exposure units incurred during the policy period for the types of exposure units designated below. The Company will adjust the premium according to the actual number of exposure units reported by the Named Insured, subject to the minimum stated below.

The audit premium will be determined by applying the rates shown below to the number of actual exposure units reported by the Named Insured in excess of the minimum exposure units indicated below.

Exposure Base: Construction Costs

Estimated Exposure: 4,585,000

Minimum Exposure: 4,126,500

Rate: 6.5431 per 1,000

Estimated premium: \$ 33,338

Minimum premium: \$ 30,004

Nothing herein contained shall vary, alter, waive, or extend any of the terms, representations, conditions or agreements of the policy other than as above stated.

SERVICE OF SUIT ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

In the event of failure of the Company to pay any amount claimed to be due under the terms of this policy, the Company, at the request of the Insured, will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this condition constitutes or should be understood to constitute a waiver of the Company's rights to commence an action in any court of competent jurisdiction in the United States to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. In any suit instituted against the Company upon this policy, the Company will abide by the final decision of such court or of any appellate court in the event of appeal.

It is further agreed that service of process in such suit may be made upon the Senior Vice President - Claims, 1221 Avenue of the Americas New York, NY 10020.

Further, pursuant to any statute of any state, territory, or district of the United States which makes provision therefore, the Company hereby designates the Superintendent, Commissioner or Director of Insurance, or other officer specified for that purpose in the statute, as its true and lawful attorney upon whom service may be made of 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 of insurance and hereby designates the above named Senior Vice President - Claims as the person to whom the said officer is authorized to mail such process or a true copy thereof.

This endorsement does not change any other provision of the policy.

GENERAL CHANGE ENDORSEMENT

Named Insured:	Carson Reclamation Authority (CRA)		
Policy No.:		Endorsement Effective Date:	10/12/2024
Issued By:	Endurance American Specialty Insurance Company	Endorsement No.:	1

THIS ENDORSEMENT CHANGES THIS POLICY, PLEASE READ IT CAREFULLY.

In consideration of an additional premium of \$2,500., it is agreed Item 2. Policy Period of the Declarations Page is amended to read as follows:

POLICY PERIOD: From: 9/12/2023 To: 10/12/2024 12:01 a.m. Standard Time at the address of the Insured

Nothing herein contained shall vary, alter, waive, or extend any of the terms, representations, conditions or agreements of the policy other than as above stated.



Authorized Representative

EXCESS LIABILITY COVERAGE FOLLOW FORM (SHORT FORM)

Read the entire policy carefully to determine rights, duties and what is and is not covered. Throughout this policy the words “you” and “your” refer to the Named Insured. The words “we”, “us” and “our” refer to the Company providing this insurance. The word “insured” means any person or organization qualifying as such in the “first underlying insurance” which is the controlling policy listed in Item 5 of the Declarations, unless designated otherwise in the Declarations. Other words and phrases that appear in quotation marks have special meaning and can be found in the **DEFINITIONS** Section or the specific policy provision where they appear.

In consideration of the payment of the premium and in reliance upon the statements in the Declarations, we agree with you to provide coverage as follows:

INSURING AGREEMENTS

I. COVERAGE

We will pay on behalf of the insured the amount of “loss” covered by this insurance in excess of the “underlying limits of insurance” subject to the **LIMITS OF INSURANCE** Section. This policy will follow form to the terms, conditions, definitions, and exclusions of the “first underlying insurance” in effect the first day of the Policy Period, except to the extent that the terms, conditions, definitions, and exclusions of this policy differ from the “first underlying insurance.” In no event shall this policy provide broader coverage than is provided by any policy in the “underlying insurance” shown in Item 5. of the Declarations, except if specifically provided otherwise by endorsement.

II. LIMITS OF INSURANCE

- A. The Each Occurrence limit stated in Item 4. of the Declarations is the most we will pay for all “loss” arising out of any one occurrence to which this policy applies.
- B. The aggregate limit shown in Item 4. of the Declarations is the most we will pay for all “loss” that is subject to an aggregate limit provided by the “first underlying insurance” and shall apply in the same manner as the aggregate limits provided by the “first underlying insurance”.
- C. This policy applies only in excess of the “underlying limits of insurance” and only after the “underlying limits of insurance” have been exhausted.

III. DEFENSE

We will follow the Defense provisions of the “first underlying insurance”. In the event there are no Defense provisions contained in the “first underlying insurance”, we will have the right, but not the duty to be associated with you or your underlying insurer or both in the investigation of any claim or defense of any suit which in our opinion may create liability to our policy for “loss.” If we exercise such right, we will do so at our own expense, but we will have no such expense obligation or liability once the Limits of Insurance are exhausted.

IV. PREMIUM

If any additional premium charge is made to the “underlying insurance” during the Policy Period or if there is an increase in the risk assumed by us, our premium may be adjusted.

V. DEFINITIONS

- A. “Loss” means those sums actually paid in the settlement or satisfaction of a claim which you are legally obligated to pay as damages, including but not limited to “bodily injury” and “property damage”, after making proper deductions for all recoveries and salvage.

- B. “Underlying limits of insurance” means the sum of the limits of all applicable “underlying insurance” listed in Item 5. of the Declarations, including self-insured retentions (SIRs), deductibles or other forms of insurance or self-insurance applicable to a given claim or occurrence.

VI. CONDITIONS

A. Changes

This policy can only be changed by a written endorsement signed by one of our authorized representatives that becomes a part of this policy.

B. First Named Insured Duties

The person or organization first named in Item 1. of the Declarations is responsible for the payment of all premiums. The first Named Insured will act on behalf of all other Named Insureds for the giving and receiving of notice of cancellation or the receipt of any return premium that become payable.

C. Maintenance of “Underlying Insurance”

During the period of this policy, you agree to keep all “underlying insurance” in full force and effect and that the “underlying limits of insurance” will be maintained, except to the extent such limits may be reduced or exhausted by payment for “loss” covered by “underlying insurance.” If you fail to comply with these requirements, we will only be liable to the same extent that we would have been had you fully complied with these requirements.

D. Notice of Occurrence

You must see to it that we are notified as soon as practicable of an occurrence which may result in a claim or suit which may involve this policy. If a claim or suit against any insured is reasonably likely to involve this policy you must notify us in writing as soon as practicable.

If the “underlying limits of insurance” are exhausted solely by payment of “loss”, no insured will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our written consent.

E. Other Insurance

If other insurance applies to a “loss” that is also covered by this policy, this policy will apply excess of the other insurance. However, this provision will not apply if the other insurance is specifically written to be excess of this policy. Other insurance includes any type of self-insurance or other mechanism by which an insured arranges for funding of legal liabilities.

F. Conformity to Statute

Any terms of this policy which are in conflict with the terms of any applicable law or regulation governing this policy are hereby amended to conform to such laws and regulations.

G. When “Loss” is Payable

Coverage under this policy will not apply unless and until the insured or the insured’s “underlying insurance” is obligated to pay the full amount of the “underlying limits of insurance.”

When the amount of “loss” has finally been determined, we will promptly pay on behalf of the insured the amount of “loss” falling within the terms of this policy.

If the insured has rights to recover all or part of any payment we have made under this policy, then those rights are transferred to us and the insured must do nothing to impair those rights. At our request the insured will bring suit or transfer those rights to us to enforce them.



Endurance American Specialty Insurance Company
1221 Avenue of the Americas
New York, NY 10020

IN WITNESS WHEREOF, the Insurer has caused this Policy to be signed by its President and Senior Vice President and countersigned where required by law on the Declarations page by its duly authorized representative.

Richard M. Appel

Senior Vice President

Christopher Spans

President