

Contractors Pollution Liability Landfill O&M Insurance Proposal

November 30, 2022

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Executive Summary

With the Tokio Marine Contractors Pollution/Professional Liability program set to expire on December 21, 2022, the objective of this program is to secure dedicated coverage for CRA for conditions that are created or exacerbated as a result of the O&M being performed by WSP onsite. The program is designed to respond in excess of valid and collectible insurance afforded by the WSP program.

This bridge-period coverage is structured for one year, with the intention that the developer(s) will take over this obligation and coverage when development work begins.

The Contractors Pollution program quoted complements the robust Pollution Legal Liability program tower lead by Beazley by providing affirmative coverage for the activities/operation of the systems and the exacerbation of existing conditions.

Marsh recommends selection of the quoted Allianz program, as this option is afforded on an Occurrence form, eliminating the need for Extended Reporting Period to be purchased upon expiration. Allianz also agreed to affirmatively manuscript their program for the exacerbation coverage desired.

Limits of liability are quoted with \$5,000,000 each incident and a \$5,000,000 policy aggregate, in excess of a \$50,000 self-insured retention.

Premium Summary

Policy Term	Limits Each Incident / Aggregate	SIR Each Incident	Allied World	Allianz	Hamilton
1 Year	\$5,000,000/ \$5,000,000	\$50,000	\$45,050 No aggregate deductible	\$52,250 3 x Deductible Aggregate \$25,000 Maintenance	\$39,662 3 x Deductible Aggregate \$25,000 Maintenance
Optional Certified Acts of Terrorism (TRIA)			1% A/P	3% A/P	5% A/P
Surplus Lines Taxes & Fees			3% tax 0.25% fee	3% tax 0.25% fee	3% tax 0.25% fee
Total Cost, inclusive of SL taxes & fee			Excluding TRIA: \$46,514.13 Including TRIA: \$46,978.75	Excluding TRIA: \$53,948.13 Including TRIA: \$55,567.09	Excluding TRIA: \$40,951.02 Including TRIA: \$42,998.57

Please Note:

1. For multi-year options, limits are for the entire policy term and are not annually re-instated.
2. Coverage is written on a claims-made & reported basis unless stated otherwise.
3. California Surplus Lines Taxes will apply in addition to the stated premiums. Coverage is non-admitted and as such is subject to State Surplus lines taxes and fees, and is not backed by the State's guarantee fund.
4. TRIA/ Terrorism coverage is offered for additional premium and is not included in the premiums above.
5. This document provides a summary of the quoted premiums and coverages. See individual specimen forms and endorsements for full coverage terms, conditions and exclusions.
6. Commission is included in the premiums: Allied World 16%; Allianz 17.5%; Hamilton 17.5%.

Coverage Summary

Coverage Feature	Allied World	Allianz	Hamilton
First Named Insured	Carson Reclamation Authority 701 E Carson St Carson, CA 90745	Carson Reclamation Authority 701 E Carson St Carson, CA 90745 Broad Named Insured added Additional Insure where required by contract added Additional Named Insureds scheduled: 1. Carson Housing Authority 2. Carson Community Facilities District 2012-1 3. Carson Community Facilities District 2012-2 4. City Of Carson, CA	Carson Reclamation Authority 701 E Carson St Carson, CA 90745
Carrier Info	Allied World Assurance Company (U.S.), Inc. AM Best: A XV	Interstate Fire & Casualty Company AM Best: A+ XV	Hamilton Managing General Agency Americas AM Best: A- VIII
Policy Form	ENV-CPL 00003 00 (02/12) Claims-Maded & Reported	AGRL-PO 2110 (01-17) Occurrence Form	ENV.P.1001 Occurrence Form

Coverage Feature	Allied World	Allianz	Hamilton
	Retroactive date: Inception		
Covered Operations	Tasks 1-6 as detailed on "Tasks 1 thru 6.pdf" as provided in the submission	Covered operation means Tasks 1 thru 6 (as described in full on "Tasks 1 thru 6.pdf" provided with the submission and on file with the Company) Exhibit B – Contractor's Cost Estimate, prepared by WSP-Golder performed on behalf of the insured at a job site. Covered operation includes completed operations and transportation. A job site shall include real property rented or leased by the insured for storage of equipment or materials in conjunction with any covered operation	Contract for tasks 1-6 to be scheduled
Exposure Basis	\$1.395M	\$1.395M	\$1.395M
Clean-Up Costs	Included	Included	Included
3 rd Party Bodily Injury	Included	Included	Included
3 rd Party Property Damage	Included	Included	Included
Transportation	Included	Included	Included
Non-Owned Disposal Sites (NODS)	Included	Included	Included
Defense	Within the policy limit of liability	25% Outside Limits; to erode the limits thereafter	Within the policy limit of liability
Asbestos and Lead	Silent	Silent	Silent

Coverage Feature	Allied World	Allianz	Hamilton
Other Insurance	<p>Anti-stacking with CPL/PL policy # 0311-1385</p> <p>Excess over 8619731 (WSP CPL Policy in cert provided – to be confirmed)</p>	<p>Primary and non-contributory coverage, except:</p> <p>This insurance is excess of the Scheduled Underlying Insurance listed below and any renewals or replacements thereof, provided, however that this insurance shall be primary as described in paragraphs 1. above where any such Scheduled Underlying Insurance does not provide primary coverage to the insured for loss covered under the terms and conditions of this Policy.</p> <p>Where this insurance is excess insurance, the Company will pay only its share of the amount of loss if any, that exceeds the total amount of all such Scheduled Underlying Insurance, including any applicable deductible and self-insured amount.</p> <p>Scheduled Underlying Insurance: Steadfast Insurance Company 8619731</p>	<p>Except, excess over: WSP policy And Valid & collectible insurance</p>
Waiver of Subrogation	<p>Included against any person or organization if you agreed in a written /signed contract prior to the first commencement of a pollution incident</p>	<p>The Company expressly waives any rights of subrogation against a person or organization where the insured is obligated to provide such waiver in a written contract entered into prior to the date of loss or claim.</p>	<p>None</p>

Coverage Feature	Allied World	Allianz	Hamilton
<p>Insured vs. Insured Exclusion</p>	<p>Silent (no exclusion)</p>	<p>Silent (no exclusion)</p>	<p>Excluded However, this exclusion does not apply with respect to "claims" against you by any insured seeking coverage or indemnification pursuant to a written contract or agreement.</p>
<p>Prior knowledge/non-disclosure exclusion and givebacks</p>	<p>A pollution incident resulting from your work, if such pollution incident was known by a responsible manager prior to the inception of the policy period and not disclosed to us in the application or supplemental information accompanying the application. And Bodily injury, property damage, environmental damage or emergency response expense that occurred in whole or in part prior to the policy period and was known prior to the policy period by a responsible manager. Any continuation, change or resumption of such bodily injury, property damage or environmental damage will be deemed to have been known by a responsible manager prior to the policy period.</p>	<p>Excluded, except: This exclusion shall not apply to loss or emergency response costs that directly result from the exacerbation of any such pollution condition or when such pollution condition is the subject of covered operations</p>	<p>"Loss" caused by, arising out of or in any way related to a "pollution condition" including any subsequent continuation or resumption of or changes in such "pollution condition", that existed prior to the policy period, or that was known to any "responsible insured" at any time before the beginning of the policy period. However, this exclusion does not apply to any continuation, change or resumption of a "pollution condition" caused by "your work" performed during the policy period.</p>

Coverage Feature	Allied World	Allianz	Hamilton
<p>Professional Liability Exclusion and givebacks</p>	<p>Excluded, except: a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and b. Supervisory, inspection, architectural or engineering activities or services.</p>	<p>Excluded, except: does not apply to: i. Any claims alleging liability against the insured on the basis of improper supervision or lack of supervision of any sub-contractors performing covered operations; or ii. Construction means, methods, techniques, sequences and procedures in connection with covered operations performed by or on behalf of the insured in the capacity of a construction contractor.</p>	<p>Excluded, except: does not apply to a "claim" in which you committed an actual or alleged act, error or omission relating to improper or inadequate supervision direction or control of any subcontractors for which you are legally liable when performing operations on your behalf at a job site.</p>

Coverage Feature	Allied World	Allianz	Hamilton
<p>Contractual liability exclusion and givebacks</p>	<p>Excluded, except:</p> <p>a. That the insured would have in the absence of the contract or agreement; or</p> <p>b. Assumed in a contract or agreement that is an insured contract, provided the bodily injury, property damage, environmental damage or emergency response expense occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an insured contract, reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of bodily injury, property damage, environmental damage or emergency response expense, provided: (1) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same insured contract; and (2) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.</p>	<p>Excluded, except:</p> <ol style="list-style-type: none"> 1. That the insured would have had in the absence of the contract or agreement, or the contract or agreement is an insured contract; or 2. Assumed in a contract or agreement that is an insured contract, provided the bodily injury, property damage, or clean-up costs occurs subsequent to the execution and before the termination of the insured contract. 	<p>Excluded, except:</p> <p>does not apply to liability for damages:</p> <ol style="list-style-type: none"> a. That the insured would have in the absence of the contract or agreement; or b. Assumed in a contract or agreement that is an "insured contract", provided the "loss" occurs subsequent to the execution of the contract or agreement.

Coverage Feature	Allied World	Allianz	Hamilton
<p>Additional Policy Exclusions include, but not limited to:</p>	<ul style="list-style-type: none"> • Criminal Fines, Penalties, Assessments • Employers Liability • Workets compensation • Noncompliance • Nuclear Material • Bacteria and virus • Insured property • Damage to property, product, your work, convenience • War • Expected or intended injury or damage 	<ul style="list-style-type: none"> • Virus and communicable disease • Criminal fines, penalties, assessments • Employer Liability • Workers Compensation • Noncompliance • Nuclear Fuel, assemblies and components • Offshore Operations • Property damage and products 	<ul style="list-style-type: none"> • Data liability • Communicable diseases • Employers liability • Criminal fines & penalties • Damage to property, product, and your work • Intentional acts • Nuclear • Expected/intended injury and damage • Impaired property • Vehicles, damage to conveyance, and cargo • War • Workers comp • Other enterprises • Wrap up exclusion
<p>Subjectivities</p>	<ol style="list-style-type: none"> 1. Completed and Signed Applications 2. Completed and Signed TRIA Disclosure Statement 3. Insured or Risk Manager Contact Information (name, phone and email address) 4. Surplus Lines Affidavit 5. Receipt and review of WSP policy/current cert 	<ol style="list-style-type: none"> 1. Completed and signed AGCS CPL application, or equivalent 2. TRIA Disclosure statement 3. 5 years CPL loss runs 	<ol style="list-style-type: none"> 1. Application 2. TRIA Form 3. KNLL

Next Steps to Bind/ Subjectivities

- Review and confirm the Covered Contracting Services are complete and accurate.
- Review and confirm the Named Insured and Additional Insured schedules are complete and accurate.
- Finalize policy manuscripting with selected insurer.

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