



**ENVIRONMENT PROTECT PROJECTS – OCCURRENCE QUOTATION**

**Quote Date:** November 30, 2023

<b>Producer Contact</b>	Kimberly Mann	<b>Underwriter Name</b>	Thomas Keating
<b>Producer Name</b>	Marsh USA, Inc. 633 West 5th Street, Suite 1200, Los Angeles CA 90071	<b>Underwriter Phone</b>	646.840.5031
<b>Producer Phone</b>	215.298.4886	<b>Underwriter Email</b>	<a href="mailto:Thomas.keating@agcs.allianz.com">Thomas.keating@agcs.allianz.com</a>
<b>Producer Email</b>	<a href="mailto:Kimberly.mann@marsh.com">Kimberly.mann@marsh.com</a>		

Thank you for the opportunity to provide you with a quotation. This quote is being offered in our Surplus Lines Company, Fireman’s Fund Indemnity Corporation. This coverage can only be bound by a Surplus Lines Broker. The broker is responsible for complying with any state regulations regarding the placing of coverage and / or the collection of the appropriate taxes and fees

Please note that the following quotation may not include coverages requested in your specifications.

<b>Account Name</b>	Carson Reclamation Authority
<b>Account Address</b>	701 E Carson St Carson, CA 90745

**Section 1 - The following Coverage Sections are provided on the policy:**

Coverage A Legal Liability  
 Coverage B Emergency Response Costs

**Section 2 – Premium Option:**

Option	Coverage	Each Incident Limit	Policy Aggregate Limit	Each Incident Deductible	Term	Premium
1	AB	\$ 5,000,000	\$ 5,000,000	\$ 50,000	1 Year	\$52,250

Terrorism Risk Insurance Act Coverage 3 % in addition to quoted premium

Commission: 17.5%



Currency: USD

For multi-year policies, the limit of liability noted above is shared over the Period of Insurance as shown in **Section 3 – Policy Information**.

The premium amounts do not include any applicable taxes and fees. The premium amounts also do not include the premium for Terrorism Risk Insurance Act Coverage. Please see the attached Policyholder Disclosure Notice of Terrorism Insurance Coverage. The insured must complete and sign this Notice.

**Section 3 – Policy Information**

Issuing Company: Fireman’s Fund Indemnity Corporation (Non-admitted)  
A.M. Best Rating "A+ XV", Standard & Poor’s Rating "AA"

Period of Insurance: December 21, 2023 to December 21, 2024  
*Both dates at 12:01 A.M. Standard time at the mailing address of the Named Insured as stated herein*

Revenue Basis: \$1,395,000

**Section 4 – Policy Form Modifications**

The Fireman’s Fund Indemnity Corporation Environment Protect Projects Occurrence, Form AGRL-PO 2110 (01-17) will be modified as follows:

End #	Endorsement Title	Form #
	ENVIRONMENTAL LIABILITY POLICY ENVIRONMENT PROTECT PROJECTS DECLARATIONS	AGRL-PO 1020 (04-17)
	POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE	AGR-CU 8T01 (01-08)
	OFAC POLICYHOLDER NOTICE	AGRL-IL 8003 (01-05)
	ALLIANZ GLOBAL RISKS US INSURANCE COMPANY PRIVACY AND SECURITY STATEMENT	PVCYV5C 03 21 CA
1.	CERTIFIED ACTS OF TERRORISM COVERAGE (if TRIA is purchased)	AGRL-PO 5041 (10-16)
2.	TOTAL TERRORISM EXCLUSION (if TRIA is declined)	AGRL-PO 5045 (10-16)
3.	CRISIS MANAGEMENT RESPONSE COST AND CRISIS MANAGEMENT LOSS COVERAGE EXTENSION	AGRL-PO 4201 (01-17)
4.	SCHEDULE OF APPROVED CRISIS MANAGEMENT FIRMS	AGRL-CU 1601 (07-17)r
5.	CYBER EVENT COVERAGE ENDORSEMENT	AGRL-PO 4203 (01-19)

6.	VIRUS AND COMMUNICABLE DISEASE EXCLUSION ENDORSEMENT	AGRL PO 5303 03 20
7.	DEFENSE AND LIMITS OF LIABILITY AMENDATORY ENDORSEMENT	MANUSCRIPT
8.	PROFESSIONAL LIABILITY EXCLUSION ENDORSEMENT	MANUSCRIPT
9.	SELF INSURED RETENTION / AGGREGATE / MAINTENANCE ENDORSEMENT	MANUSCRIPT
10.	PRIOR KNOWLEDGE/NON-DISCLOSURE AMENDATORY ENDORSEMENT	MANUSCRIPT
11.	OTHER INSURANCE AMENDATORY ENDORSEMENT	MANUSCRIPT
12.	DEFINITION OF POLLUTANT AMENDATORY ENDORSEMENT	MANUSCRIPT
13.	DEFINITION OF COVERED OPERATION ENDORSEMENT	MANUSCRIPT
14.	EMERGENCY RESPONSE COSTS COVERAGE AMENDATORY ENDORSEMENT	MANUSCRIPT
15.	DEFINITION OF RESPONSIBLE INSURED ENDORSEMENT	MANUSCRIPT
16.	DEFINITION OF INSURED AMENDATORY WITH ACQUIRED ENTITIES ENDORSEMENT	MANUSCRIPT
17.	DEFINITION OF ENVIRONMENTAL LAW ENDORSEMENT	MANUSCRIPT
18.	NAMED INSURED – SCHEDULED ENTITIES ENDORSEMENT	MANUSCRIPT

**Manuscript Endorsements are subject to legal approval.**

### Section 5 – Subjectivities

This indication is subject to the receipt and satisfactory review and acceptance of the following, prior to binding:

- TRIA Disclosure statement

Important Note: if Certified Terrorism Coverage is purchased, the “Exclusion of Certified Acts of Terrorism and Exclusion of Other Acts of Terrorism Committed Outside the United States” endorsement will be replaced with the “Exclusion of Other Acts of Terrorism Committed Outside the United States; Cap on Losses from Certified Acts of Terrorism” endorsement.

The Policyholder Disclosure Notice of Terrorism Insurance Coverage must be returned to us upon binding of this indication. A faxed copy of the Notice is acceptable for binding. We will also accept an e-mail copy of the Notice (with an electronic signature) as long as the signature is that of the Named Insured. In all cases, however, the original Notice should be sent to us within 10 days of the policy inception date.



This indication is offered by our surplus lines company, Fireman's Fund Indemnity Corporation. This coverage can only be bound by a surplus lines broker. The broker is responsible for complying with any state regulations regarding the placing of coverage and/ or the collection of the appropriate taxes and fees.

This indication is based upon information to Fireman's Fund Indemnity Corporation as of the date mentioned above and as such is subject to certain specified terms, conditions, and limitations. The validity of terms and conditions of this quotation are subject to modification should any information forthcoming evidence a material change in risk. This indication is valid for thirty (30) days from the date mentioned above.

Premium must be received by Fireman's Fund Indemnity Corporation within 30 days of the Effective Date of this Policy.

Please note the above quoted conditions supersede any conditions requested in the submission.

If this quotation is acceptable, a written request to bind coverage should be received by the Company by facsimile, email or mail prior to the proposed effective date. No coverage is in effect until confirmed by Fireman's Fund Indemnity Corporation.

If you have any questions or need additional information, please do not hesitate to give me a call.

With best regards,

Thomas Keating  
Executive Underwriter - Environmental  
Allianz Global Corporate & Specialty Americas



## **POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE AGR-CU 8T01 (01-08)**

**Named Insured:** Carson Reclamation Authority

**Producer:** Marsh

**Policy Term:** One Year

### **OFFER OF COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, that 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 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 United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

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

This Notice does not form a part of your insurance contract. The Notice is designed to alert you to coverage restrictions and to other provisions in certain terrorism endorsement(s) in this policy. If there is any conflict between this notice and the policy (including its endorsements) the provisions of the policy (including its endorsements) apply.



**Named Insured:** Carson Reclamation Authority

**SELECTION OR REJECTION OF TERRORISM INSURANCE COVERAGE**

IF YOU ELECT TO PURCHASE COVERAGE FOR ACTS OF TERRORISM, AS DEFINED IN THE ACT, AND YOU FAIL TO PAY THE PREMIUM IN FULL STATED BELOW, YOUR POLICY WILL BE CANCELLED FOR NONPAYMENT OF PREMIUM IN ACCORDANCE WITH STATE LAW.

SUBJECT TO THE TERMS, CONDITIONS AND LIMITATIONS OF YOUR POLICY, ANY COVERAGE MANDATED BY APPLICABLE STANDARD FIRE POLICY LAWS OR WORKERS COMPENSATION LAWS IN YOUR STATE WILL NOT BE AFFECTED BY YOUR REJECTION BELOW OF COVERAGE FOR TERRORIST ACTS, AS DEFINED IN THE ACT.

	I hereby elect to purchase full coverage for acts of terrorism, as defined in the Act, (Certified Terrorism) for a term premium of \$ (per quote) plus any applicable surcharges, taxes or fees. I acknowledge that my decision to accept and purchase full coverage for Certified Terrorism shall govern throughout the term of the policy.
	I hereby reject the offer to purchase coverage for acts of terrorism, as defined in the Act (Certified Terrorism), and I understand that an exclusion for Certified Terrorism will be included in my policy. I further understand I will have no coverage for losses arising from Certified Terrorism. In addition, I acknowledge that if I reject the offer to purchase this coverage at this time, I will not have another opportunity during the term of the policy to purchase full coverage for Certified Terrorism.

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Policyholder/ Applicant's Signature

\_\_\_\_\_

Print Name

\_\_\_\_\_

Date

**PLEASE RETURN THIS SIGNED DISCLOSURE NOTICE TO YOUR BROKER OR AGENT**

Nothing in this letter should be construed as legal advice to you. Consult your attorney and/ or broker or agent to evaluate the terms of this offer.



## POLICYHOLDER NOTICE – OFAC

### U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

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:

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

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <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.

## **CERTIFIED ACTS OF TERRORISM (TRIA) COVERAGE ENDORSEMENT AGRL-PO 5041 (10-16)**

This Endorsement modifies insurance provided under the following:

### **ENVIRONMENT PROTECT PROJECTS - OCCURRENCE**

This policy is amended as follows:

1. The following exclusion is added:

#### **TERRORISM**

This insurance does not apply to "any injury or damage" arising, directly or indirectly, out of "terrorism"; however, this exclusion does not apply to a "certified act of terrorism".

2. The following definitions are added:

- a. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under this policy or any underlying insurance to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "injury", "clean-up costs" or "environmental damage" as may be defined in any applicable Coverage Part.

- b. "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 as amended. The Act sets forth the following criteria for a "certified act of terrorism":

- (1) The act resulted in aggregate losses in excess of \$5 million; and

- (2) 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. "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, that is not a "certified act of terrorism". Multiple incidents 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. If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

All other terms and conditions of the Policy remain unchanged.



## TOTAL TERRORISM EXCLUSION ENDORSEMENT AGRL-PO 5045 (10-16)

This Endorsement modifies insurance provided under the following:

### ENVIRONMENT PROTECT PROJECTS - OCCURRENCE

This policy is amended as follows:

1. The following exclusion is added:

This insurance does not apply to “any injury or damage” arising, directly or indirectly out of “terrorism” including action in hindering or defending against an actual or expected incident of “terrorism” regardless of any other cause or event that contributes concurrently or in any sequence to such liability.

2. The following definitions are added:

- a. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under this policy or any underlying insurance to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "injury", "clean-up costs" or "environmental damage" as may be defined in any applicable Coverage Part;
- b. The definition of “terrorism” includes both “certified act of terrorism” or an “other act of terrorism” as defined in paragraph c. and d. below.
- c. "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 as amended. The Act sets forth the following criteria for a "certified act of terrorism":
  - (1) The act resulted in aggregate losses in excess of \$5 million; and
  - (2) 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.
- d. "Other act of terrorism" means a violent act or an act that is dangerous to human life, property or infrastructure, or preparation for such an act, 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, that is not a “certified act of terrorism”.

All other terms and conditions of the Policy remain unchanged.



**CRISIS MANAGEMENT RESPONSE COST AND CRISIS MANAGEMENT LOSS COVERAGE EXTENSION  
AGRL-PO 4201 (01-17)**

This endorsement modifies insurance provided under the following:

**ENVIRONMENT PROTECT PROJECT - OCCURRENCE**

This policy is amended as follows:

The following is added to **Section 1 – Insuring Agreements**:

**I. Crisis Management Response Costs and Crisis Management Loss Coverage Extension**

**SCHEDULE A – Crisis Management Limits of Insurance**

Coverage A – Crisis Management Response Costs Limit of Insurance	\$ 250,000 Each Crisis Management Event \$ 500,000 Aggregate
Coverage B – Crisis Management Loss Limit of Insurance	\$ 50,000 Each Crisis Management Event \$ 50,000 Aggregate

**SCHEDULE B – Approved Crisis Management Firms**

Refer to AGRL-CU 1601 Schedule of Approved Crisis Management Firms	Or contact: Allianz Global Risk Insurance Company Liability Claims Department 225 West Washington Street, Suite 1800 Chicago IL 60605 Phone number: 1.800.211.6647 Or fill out the on-line claims reporting form available at: <a href="http://www.agcs.allianz.com/global-offices/united-states/">www.agcs.allianz.com/global-offices/united-states/</a>
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**SCHEDULE C – Additional Key Executives**

None unless listed below:

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**1. INSURING AGREEMENT – CRISIS MANAGEMENT RESPONSE COSTS AND CRISIS MANAGEMENT LOSS**

**a. Crisis Management Response Costs**

The Company will pay **crisis management response costs** on behalf of the **named insured** that may be associated with **loss** covered by this Policy, regardless of fault, arising from a **crisis management event** which first commences during the **period of insurance**, up to the amount of the **crisis management response costs limit of insurance**.

**b. Crisis Management Loss**

The Company will pay **crisis management loss** on behalf of the **named insured** that may be associated with **loss** covered by this Policy arising from a **crisis management event** which first

commences during the **period of insurance**, up to the amount of the **crisis management loss limit of insurance**.

- c. A **crisis management event** will be deemed to commence at the time when a **key executive** first becomes aware of a **crisis management event** and will end when the Company determines that a crisis no longer exists or when the **crisis management response costs limit of insurance** has been exhausted, whichever comes first.
- d. There will be no retained limit or deductible applicable to **crisis management response costs** or **crisis management loss**.
- e. Any payment of **crisis management response costs** or **crisis management loss** that the Company makes under the coverage provided by this endorsement will not be an acknowledgement of coverage under any other part of this Policy, nor does it create any duty to defend any suit under any other part of this Policy.

## 2. LIMITS OF INSURANCE

- a. The **crisis management response costs limit of insurance** is the most the Company will pay for all **crisis management response costs** under this Policy, regardless of the number of **crisis management events** first commencing during the **period of insurance**. This **crisis management response costs limit of insurance** will be in addition to the applicable limits of insurance shown in the Declarations of this Policy.
- b. The **crisis management loss limit of insurance** is the most the Company will pay for all **crisis management loss** under this Policy, regardless of the number of **crisis management events** first commencing during the **period of insurance**. This **crisis management loss limits of insurance** will be in addition to the applicable limits of insurance shown in the Declarations of this Policy.
- c. The Company will have no obligation to pay **crisis management response costs** when it determines that a **crisis management event** has ended or when the **crisis management response costs limit of insurance** has been exhausted, whichever occurs first.
- d. The **crisis management limits of insurance** in Schedule A of this endorsement apply separately to each consecutive annual period and to any remaining period of less than twelve (12) months, beginning with the inception date shown in the Declarations. If the **period of insurance** is extended after issuance of an additional period of less than 12 months the additional period will be deemed to part of the last preceding period for purposes of determining the crisis management limits of insurance of this endorsement.

## 3. DEFINITIONS

For the purpose of this endorsement only, **Section 4 – Definitions** is amended to include the following definitions:

- a. **Crisis management event** means an occurrence that triggers significant adverse regional or national media coverage that in the good faith opinion of a **key executive** of the **Named insured** has or may result in **loss** covered by this Policy.

**Crisis management event** includes man-made disasters such as explosions, major crashes, multiple deaths, burns, dismemberment, traumatic brain injury, permanent paralysis, or contamination of the environment, provided that they result from an occurrence.

- b. **Crisis management firm** means any firm approved by the Company and shown in Schedule B, Approved Crisis Management Firms, of this endorsement, which is hired by you to perform **crisis management services** in connection with a **crisis management event**.
- c. **Crisis management loss** means the following amounts incurred during a **crisis management event**:
  - 1. Amounts for the reasonable and necessary fees and expenses incurred by a **crisis management firm** in the performance of **crisis management services** for the **named insured** solely arising from a covered **crisis management event**; and
  - 2. Amounts for reasonable and necessary printing, advertising or mailing of materials, or travel by directors, officers, employees or agents of the **named insured** or a **crisis management firm** incurred at the direction of a **crisis management firm**, solely arising from a covered **crisis management event**.
- d. **Crisis management services** means those services performed by a **crisis management firm** in assisting the **named insured** in minimizing the potential harm to the **named insured** from a covered **crisis management event** by maintaining and restoring public confidence in the **named insured**.
- e. **Crisis management response costs** mean the following reasonable and necessary expenses incurred during a **crisis management event** directly caused by a **crisis management event**, provided that such expenses have been pre-approved by the Company and are associated with damages that would be covered by this Policy:
  - 1. Medical expenses;
  - 2. Funeral expenses;
  - 3. Psychological counseling;
  - 4. Travel expenses;
  - 5. Temporary living expenses;
  - 6. Expenses to secure the scene of a **crisis management event**; and
  - 7. Any other expenses pre-approved by the Company.

**Crisis management response costs** does not include defense costs or **crisis management loss**.
- f. **Crisis management response costs sub-limits of insurance** means the Crisis Management Response Costs Limit of Insurance shown in Schedule A of this endorsement.
- g. **Crisis management loss limit of insurance** means the Crisis Management Loss Limit of Insurance shown in Schedule A of this endorsement.
- h. **Key executive** means the Chief Executive Officer, Chief Operating Officer, Chief Financial Officer, President, General Counsel or general partner (if the **named insured** is a partnership) of the **named insured** or sole proprietor (if the **named insured** is a sole proprietorship). A **key executive** also means any other person holding a title designated by you and approved by the Company, which title is shown in Schedule C – Additional Key Executives of this endorsement.

All other terms and conditions of the Policy remain unchanged.



**SCHEDULE OF APPROVED CRISIS MANAGEMENT FIRMS  
AGRL-CU 1601 (07-17)r**

**THIS SCHEDULE FORMS A PART OF ENDORSEMENT AGRL-CU 2002 CRISIS MANAGEMENT RESPONSE COST AND CRISIS MANAGEMENT LOSS COVERAGE EXTENSION ENDORSEMENT ATTACHED TO THIS POLICY.**

**Approved Crisis Management Firm(s):**

**HILL & KNOWLTON STRATEGIES**

**24 Hour North America Crisis Help Line – 1 (212) 885 0306**

<p><b>US LEAD **</b> Kevin Elliott, SVP 60 Green Street San Francisco, CA 94111 Direct: 415.281.7150 Mobile: 415.307.1252 Kevin.Elliott@hkstrategies.com</p>	<p><b>WESTERN US</b> Larry Krutchik, SVP 6300 Wilshire Boulevard, 10<sup>th</sup> Floor Los Angeles, CA 90048 Direct: 310.633.9428 Mobile: 818.406.6068 Larry.Krutchik@hkstrategies.com</p>
<p><b>EASTERN US</b> Nancy Fitzsimmons, SVP 466 Lexington Avenue, 4th Floor New York, New York 10017 Direct: 212.885.0356 Mobile: 908.433.6161 Nancy.Fitzsimmons@hkstrategies.com</p>	<p><b>CENTRAL US</b> Michelle McKenna, VP 500 W. 5th Street, Suite 1000 Austin, Texas 78701 Direct: 202.427.6042 Mobile: 202.427.6042 Michelle.McKenna@hkstrategies.com</p>
<p><b>CANADA LEAD **</b> Jane Shapiro, SVP 160 Bloor Street East, Suite 800 Toronto, Ontario M4W 3P7, Canada Direct: 416.413.4770 Mobile: 416.457.1429 Jane.Shapiro@hkstrategies.com</p>	<p><b>CANADA</b> Sarah Andrewes, VP 160 Bloor Street East, Suite 800 Toronto, Ontario M4W 3P7, Canada Direct: 416.413.4605 Mobile: 416.209.1507 Sarah.Andrewes@hkstrategies.com</p>
<p><b>CANADA</b> Jason MacDonald, VP 55 Metcalfe Street, Suite 1100 Ottawa, Ontario K1P 6L5, Canada Direct: 613.786.9943 Mobile: 613.786.9943 Jason.MacDonald@hkstrategies.com</p>	<p><b>CANADA</b> Joy Jennisson, Chief Client Officer (CCO) 1350-355 Burrard Street Vancouver, British Columbia V6C 2G8, Canada Direct: 604.692.4224 Mobile: 604.787.4144 Joy.Jennisson@hkstrategies.com</p>

**\*\* Kevin R. Elliott and Jane Shapiro should be the first contact in the United States and Canada, respectively.**

**Approved Crisis Management Firm(s)** shall also include a firm other than one shown above, provided you notify us of your intent to hire such firm and we approve. Approval shall be deemed granted if we do not notify you of our disapproval within 3 business days of receiving the notice of your intent.

All other terms and conditions of the Policy remain unchanged.

## CYBER EVENT COVERAGE ENDORSEMENT AGRL-PO 4203 01 19

This Endorsement modifies insurance provided under the following:

### ENVIRONMENT PROTECT PROJECTS

This policy is amended as follows:

1. **Section 1 – Insuring Agreements** is amended to include the following additional insuring agreement:

#### C. Cyber Event

The Company will pay on behalf of the **insured, loss** that the **insured** becomes legally obligated to pay as a result of a **claim for bodily injury, property damage or environmental damage** resulting from a **pollution condition** arising from a **cyber event**, provided such **claim** is first made against the **insured** and reported to the Company during the **period of insurance**, or any **extended reporting period**, if applicable.

2. Solely with respect to coverage provided by **Section 1 - Insuring Agreements, C. Cyber Event** the following applies:
  - a. The reference in paragraph **A. Policy Aggregate Limit of Section 3 – Limits of Liability and Deductible** that reads “Insuring Agreements A through B” shall be amended to read “Insuring Agreements A through C”.
  - b. The reference in paragraph **B. Coverage Limit of Section 3 – Limits of Liability and Deductible** that reads “Insuring Agreements A through B” shall be amended to read “Insuring Agreements A through C”.
3. **Section 4 – Definitions** is amended to include the following additional definitions:

**Cyber event** means:

- a. Any unauthorised **processing of data** by the **insured**;
- b. Any breach of laws and infringement of regulations pertaining to the maintenance, or protection of **data**; and
- c. Any **network security failure** in the **insured’s sphere**.

**Damage to data** means any **loss**, destruction or corruption of **data**. Any **damage to data** of a third party by the **insured** is not a **cyber event** if there is not any **network security failure** involved.

**Data** includes, but is not limited to **personal data**, facts, concepts and information, software or other coded instructions in a formalized manner usable for communications, interpretation or processing. **Insured’s sphere** means any system or device leased, owned, operated, or lost by or which is made available or accessible to the **insured** for the purpose of **processing data**.

**Network security failure** means any non-physical and technological failure of computer system security or other technological security measures leading to unauthorized access and/or theft of **data**, loss of operational control of **data**, transmission of virus or malicious code and/or denial of service.

**Personal data** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

**Processing** means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

4. **Section 5 – Exclusions** is amended to include the following additional exclusion:

This Policy does not apply to:

**Cyber Event**

**Loss** arising out of a **cyber event**, except with respect to a **loss** covered under paragraph **C. Cyber Event** of **Section 1 – Insuring Agreements**.

5. **Section 6 – Conditions** is amended to include the following additional condition:

**Reasonable Precautions**

With respect to a **cyber event**, the **insured** shall:

1. Take all reasonable precautions to prevent, or cease any activity which may result in a claim;  
and
2. Take all reasonable steps to observe and comply with all statutory or local authority laws obligations and requirements.

All other terms and conditions of the Policy remain unchanged.



## **VIRUS AND COMMUNICABLE DISEASE EXCLUSION ENDORSEMENT AGRL PO 5303 03 20**

This endorsement modifies insurance provided under the following:

### **ENVIRONMENT PROTECT PROJECTS - OCCURENCE**

This Policy is amended as follows:

**Section 5 – Exclusions** is amended to include the following additional exclusion:

This Policy does not apply to:

#### **Virus and Communicable Disease**

Any **claim** or **loss** arising from any virus or communicable disease.

THE PROVISIONS OF THIS ENDORSEMENT APPLY NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS POLICY AND SUPERSEDE ANY OTHER TERMS, CONDITIONS AND PROVISIONS CONTAINED IN THIS POLICY OR ITS ENDORSEMENTS.

All other terms and conditions of the Policy remain unchanged.



## DEFENSE AND LIMITS OF LIABILITY AMENDATORY ENDORSEMENT MANUSCRIPT

This Endorsement modifies insurance provided under the following:

### ENVIRONMENT PROTECT PROJECTS - OCCURENCE

This Policy is amended as follows:

- A. The **DECLARATIONS** is amended to include the following additional provision:

**DEFENSE COSTS AGGREGATE LIMIT OF LIABILITY** = Dollar amount equivalent to 25% of the policy aggregate limit stated in the Declarations

- B. **Section 2 – Defense, A. Defense** is deleted in its entirety and replaced with the following:

#### A. Defense

The Company has the right and the duty to defend the **insured** against a **claim** to which this insurance applies. The Company does not have the duty to defend the **insured** against any **claim** to which this insurance does not apply. The Company will not be obligated to defend the **insured** once the applicable Limit of Liability has been exhausted as provided in Section 3 of this Policy.

Upon the **insured's** satisfaction of any applicable deductible amount, **defense costs** will be paid by the Company. Such payment will erode the Defense Costs Aggregate Limit of Liability stated in the Declarations prior to the erosion of the applicable Coverage Section Aggregate Limit and Each Incident Limit stated in the Declarations.

With respect to any such **claim** being defended by the Company, the Company will pay all reasonable expenses incurred by the **insured** at the Company's request to assist in the investigation or defense of the **claim**, including actual loss of earnings up to \$500 a day because of time off from work, subject to an aggregate limit of \$5,000 for such expenses.

- C. **Section 3 – Limits of Liability and Deductible** is amended to include the following additional provision:

#### Defense Costs Aggregate Limit of Liability

The Defense Costs Aggregate Limit of Liability stated in the Declarations is most the Company will pay for **defense costs** that are in addition to the policy aggregate limit stated in the Declarations.

D. **Section 4 – Definitions**, paragraph **M.** is amended to include the following additional provision:

**[M. Loss** means:]

However, paragraph 5 above does not include **defense costs** paid by the Company under the Defense Costs Aggregate Limit of Liability stated in the Declarations.

All other terms and conditions of the Policy remain unchanged.

## PROFESSIONAL LIABILITY EXCLUSION ENDORSEMENT MANUSCRIPT

This Endorsement modifies insurance provided under the following:

### ENVIRONMENT PROTECT PROJECTS - OCCURENCE

This policy is amended as follows:

**Section 5 – Exclusions** is amended to include the following:

#### **Professional Liability:**

**Loss** arising out of professional services rendered or failed to be rendered by the **insured** or others for whom the **insured** is legally liable, including, but not limited to, recommendations, opinions or strategies rendered for architectural, consulting, design or engineering work, such as drawings, designs, maps, reports, surveys, change orders, plan specifications, assessments work, remedy selections, site maintenance, equipment selection, or related construction management, supervisory, inspection or engineering services.

However, this Exclusion 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.

All other terms and conditions of the Policy remain unchanged..

## SELF INSURED RETENTION / AGGREGATE / MAINTENANCE ENDORSEMENT MANUSCRIPT

This Endorsement modifies insurance provided under the following:

### ENVIRONMENT PROTECT PROJECTS - OCCURENCE

This policy is amended as follows:

1. All references to “deductible” are deleted and replaced with “self-insured retention”.
2. All references to deductible in **Item 7. EACH INCIDENT DEDUCTIBLE** are deleted in their entirety and replaced with the following:

Each Incident Self Insured Retention:

\$ 50,000	EACH INCIDENT
\$ 150,000	AGGREGATE
\$ 25,000	EACH/EVERY INCIDENT (MAINTENANCE)

3. **Section 3 – Limits of Liability and Deductible, E. Deductible** is deleted its entirety and replaced with the following:

Subject to the policy aggregate limit and coverage section aggregate limit, the Company will pay all **loss** in excess of the deductible amount stated in the Declarations for the applicable coverage, up to but not exceeding the applicable Each Incident limit of coverage. Once the **insured** pays Self-Insured Retention amounts which in the aggregate equal or exceed the amount shown above as the aggregate, the each/every incident (maintenance) Self-insured Retention amount shown above shall apply thereafter to each incident. The Self-insured Retention amount applies to all **loss**, including legal expenses, and will be borne by the **insured** and remain uninsured.

The insurance provided by this policy shall be excess over the applicable Self-insured Retention amount on the Declarations, whether such retention is collectible by reason of the refusal or inability of the insured to pay the retention amount due to insolvency, bankruptcy or any other reason. In no event shall the Company be responsible to make payment under this policy before the insured has paid the Self-insured Retention, and the risk of uncollectibility (in whole or in part) of such Self-insured Retention is expressly retained by the **insured** and is not in any way or under any circumstances insured or assumed by the Company.

In the event that more than one Self-insured Retention amount can apply to the same **pollution condition(s)** and results in coverage under more than one coverage section, only the highest Self-insured Retention amount will be applied.

The **insured** shall promptly reimburse the Company for advancing any element of **loss** falling with the Self-insured retention.

All other terms and conditions of the Policy remain unchanged.

## **PRIOR KNOWLEDGE/NON-DISCLOSURE AMENDATORY ENDORSEMENT MANUSCRIPT**

This Endorsement modifies insurance provided under the following:

### **ENVIRONMENT PROTECT PROJECTS - OCCURENCE**

This policy is amended as follows:

**Section 5 – Exclusions, N. Prior knowledge/ non-disclosure** is amended to include the following additional provision:

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**.

All other terms and conditions of the Policy remain unchanged.

## OTHER INSURANCE AMENDATORY ENDORSEMENT MANUSCRIPT

This Endorsement modifies insurance provided under the following:

### ENVIRONMENT PROTECT PREMISES

This policy is amended as follows:

1. **Section 6 – Conditions**, paragraph **I. Other insurance** is deleted in its entirety and replaced with the following:

#### **I. Other insurance**

1. This insurance is primary except with respect to the Scheduled Underlying Insurance listed below. The Company's obligations as primary insurer is not affected by any other primary insurance and the Company will not seek contribution from any other insurance available to the **insured**.
2. 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.

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.

#### Scheduled Underlying Insurance

Steadfast Insurance Company 8619731

All other terms and conditions of the Policy remain unchanged.

## DEFINITION OF POLLUTANT AMENDATORY ENDORSEMENT MANUSCRIPT

This Endorsement modifies insurance provided under the following:

### ENVIRONMENTAL PROTECT PROJECTS – OCCURRENCE

This policy is amended as follows:

**Section 4 – Definitions, U. Pollutant** is deleted in its entirety and replaced with the following:

**U. Pollutant** means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapor, odors, soot, fumes, acids, alkalis, toxic chemicals, hazard substances, **microbial matter**, electromagnetic fields, silt and sedimentation, medical waste including infectious and pathological waste and waste materials, at levels in excess of those naturally occurring.

All other terms and conditions of the Policy remain unchanged.

## DEFINITION OF COVERED OPERATION ENDORSEMENT MANUSCRIPT

This Endorsement modifies insurance provided under the following:

### ENVIRONMENTAL PROTECT PROJECTS – OCCURRENCE

This policy is amended as follows:

**Section 4 – Definitions, E. Covered operation** is deleted in its entirety and replaced with the following:

**E. 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**

All other terms and conditions of the Policy remain unchanged



## EMERGENCY RESPONSE COSTS COVERAGE AMENDATORY ENDORSEMENT MANUSCRIPT

This Endorsement modifies insurance provided under the following:

### ENVIRONMENT PROTECT PROJECTS - OCCURRENCE

This policy is amended as follows:

1. **Section 1 – Insuring Agreements, B. Emergency Response Costs** is deleted in its entirety and replaced with the following:

#### **B. Emergency Response Costs**

The Company will pay on behalf of the **insured, emergency response costs** incurred by or on behalf of the **insured** in response to a **pollution condition** arising from any **covered operation**, provided the **emergency response costs** be incurred within one hundred sixty eight (168) hours of the commencement of such a **pollution condition** and occurring during the **period of insurance**, and reported to the Company within fourteen (14) days of the commencement of any such **pollution condition**.

2. **Section 4 – Definitions, G. Emergency response costs** is deleted in its entirety and replaced with the following:

**G. Emergency response costs** means reasonable and necessary expenses, including legal expenses, incurred with the Company's consent, in response to an imminent threat to human health or the environment and incurred within one hundred sixty eight (168) hours of the commencement of the **pollution condition**, in order to investigate, remove, treat, contain, neutralize or abate soil, surface water, groundwater or other contamination.

3. **Section 7 – Claims and Notice Requirements, B.** is deleted in its entirety and replaced with the following:

B. If **emergency response costs** have been incurred, the **insured** will forward to the Company within fourteen (14) days of the first commencement of the **pollution condition** for which the **emergency response costs** have been incurred, all information stated in paragraph A above.

All other terms and conditions of this policy remain unchanged.

## DEFINITION OF RESPONSIBLE INSURED ENDORSEMENT MANUSCRIPT

This Endorsement modifies insurance provided under the following:

### ENVIRONMENT PROTECT PROJECTS – OCCURRENCE

This policy is amended as follows:

1. **Section 4 – Definitions**, paragraph **Y. Responsible Insured** is deleted in its entirety and replaced with the following:

**Y. Responsible insured** means:

1. the manager or supervisor of the **named insured** responsible for environmental affairs, control or compliance during **covered operations**; or
2. any officer, director, partner, or member of the **named insured**.

All other terms and conditions of this policy remain unchanged.

## DEFINITION OF INSURED AMENDATORY WITH ACQUIRED ENTITIES ENDORSEMENT MANUSCRIPT

This Endorsement modifies insurance provided under the following:

### ENVIRONMENT PROTECT PROJECTS – OCCURRENCE

This policy is amended as follows:

It is hereby agreed that **Section 4 – Definitions, K. Insured** is deleted in its entirety and replaced with the following:

K. **Insured** means:

- a. The **Named insured**;
- b. Any past or present director, officer, partner, member, manager, or employee, including any temporary or leased employee, while acting with the scope of his or her duties as such;
- c. Joint ventures in which the **insured** is named as a co-venturer but only with respect to the liability arising out of the **insured's covered operations**;
- d. The client for whom the **insured** performs or performs **covered operations**, provided that a written contract or agreement is in effect between the **insured** and the client. However, such clients are covered under this Policy solely with respect to **loss** arising from **covered operations** and are not covered for any **loss** arising from the client's own liability. Clients of the **insured** are covered under this Policy only for limits of liability up to and not exceeding the amount required by the written contract with the **insured** and subject to the limits of liability of this Policy;
- e. A limited liability company in which the **insured** is a member and all members but only with respect to the liability arising out of the **insured's covered operations**;
- f. Any and all corporations, partnerships, companies or other entities as have existed at any time and in which the **named insured** did or does have more than a 50% ownership interest;
- g. Any and all corporations, partnerships, companies or other entities first acquired during the **period of insurance** by an **insured** that performs **covered operations** as defined by endorsement to this policy, provided:
  - i. The **insured** shall notify the Company of such entity within ninety (90) calendar days from the execution date of the purchase agreement, and provides the underwriter with a completed application along with any other supporting documentation requested. Underwriting information as requested must be submitted and approved by the Company;
  - ii. Such entity shall be considered an **insured** for a period of 90 days following the acquisition date. Coverage for such **insured** shall only apply to **bodily injury, property damage or environmental damage** that first occurred on or after the date such entity is acquired;
  - iii. When the **insured** complies with paragraph i. above, the Company will, within thirty (30) calendar days of the underwriter's receipt of all requested documentation:



- a. Inform the **named insured** in writing that the entity will be scheduled onto the Policy as an **insured** subject to an additional premium; or
- b. Inform the **named insured** in writing that the entity is not approved and will not be scheduled onto the Policy; and

No coverage will be provided after the 120th day unless the entity is specifically endorsed onto the Policy as an **insured**. Additional premiums and/or other terms and conditions may be required in order to endorse the acquired entity on to the Policy as an **insured**.

- iv. The additional premium to add such entity to the policy shall be computed on a pro-rata basis at a rate of \$0.28 / \$1,000 in annual revenue.

All other terms and conditions of this policy remain unchanged

## DEFINITION OF ENVIRONMENTAL LAW ENDORSEMENT MANUSCRIPT

This Endorsement modifies insurance provided under the following:

### ENVIRONMENTAL PROTECT PROJECTS – OCCURRENCE

This policy is amended as follows:

**Section 4 – Definitions, I. Environmental law** is deleted in its entirety and replaced with the following:

**I. Environmental law** means any federal, state, provincial or local laws, including but not limited to, statutes, rules, regulations, ordinances, guidance documents, voluntary cleanup programs, and governmental, judicial or administrative orders and directives that are applicable to a **pollution condition**.

All other terms and conditions of this policy remain unchanged.



## **NAMED INSURED – SCHEDULED ENTITIES ENDORSEMENT MANUSCRIPT**

This Endorsement modifies insurance provided under the following:

### **ENVIRONMENTAL PROTECT PROJECTS – OCCURRENCE**

This policy is amended as follows:

**Section 4 – Definitions, O. Named insured** is amended to include the following:

**Named insured** also means the Scheduled Entities listed below:

Scheduled Entities:

Carson Housing Authority  
Carson Community Facilities District 2012-1  
Carson Community Facilities District 2012-2  
City Of Carson, CA  
RE Solutions, LLC

All other terms and conditions of this policy remain unchanged.