

CITY OF SAN BERNARDINO MUNICIPAL WATER DEPARTMENT

AGENDA REGULAR MEETING WATER BOARD

Tuesday, July 22, 2025 – 9:30 a.m.

MARGARET H. CHANDLER WATER RECLAMATION PLANT
399 CHANDLER PLACE
San Bernardino, California

WATER BOARD

TONI CALLICOTT
President

Commissioners

WAYNE HENDRIX, P.E.
DAVID E. MLYNARSKI
RIKKE V. JOHNSON
THOMAS BRICKLEY



MIGUEL J. GUERRERO, P.E.

General Manager

ROBIN L. OHAMA

Deputy General Manager

STEVE R. MILLER

Director of Water Utility

KEVIN T. STEWART, P.E.

Director of Water Reclamation

CYNTHIA J. MOUSER

Director of Finance

JENNIFER L. SHEPARDSON

Director of Environmental &
Regulatory Compliance

“Trusted, Quality Service since 1905”

Welcome to a meeting of the Water Board of the City of San Bernardino

- The City of San Bernardino Municipal Water Department recognizes its obligation to provide equal access to those individuals with disabilities. Please contact the General Manager’s Office (909-384-5191) two working days prior to the meeting for any requests for reasonable accommodation, to include interpreters.
- All documents for public review are on file with the Water Department located at 1350 South “E” Street, San Bernardino or may be accessed online at <https://www.sbmwd.org/agendacenter>
- Please turn off or mute your cell phone while the meeting is in session.
- Any member of the public desiring to speak to the Water Board concerning any matter not on the agenda, but which is within the subject matter jurisdiction of the Water Board, may address the body during the period reserved for public comments. Said total period for public comments shall not exceed forty-five (45) minutes unless such time limit is extended by the Water Board. A three-minute limitation shall apply to each member of the public unless such time limit is extended by the Water Board. No member of the public shall be permitted to “share” his/her three minutes with any other member of the public.
- The Water Board may refer any item raised by the public to staff for appropriate action or have the item placed on the next agenda of the Water Board. However, no other action shall be taken nor discussion held by the Water Board on any item which does not appear on the agenda unless the action is otherwise authorized in accordance with the provisions of subdivision (b) of Section 54954.2 of the Government Code.
- Public comments will not be received on any item on the agenda when a public hearing has been conducted and closed.

THE SAN BERNARDINO MUNICIPAL WATER DEPARTMENT ENCOURAGES THE PUBLIC TO VIEW THIS WATER BOARD MEETING ONLINE. THE MEETING WILL BE LIVE STREAMED VIA YOUTUBE AT: <https://bit.ly/YouTubeSBWater>

MEMBERS OF THE PUBLIC WHO WISH TO COMMENT ON MATTERS BEFORE THE WATER BOARD MAY PARTICIPATE IN THE FOLLOWING WAYS:

1. IF ATTENDING IN PERSON, MAY PROVIDE COMMENT AT THE APPROPRIATE TIME DICTATED BY THE AGENDA AND WATER BOARD PRESIDENT.
2. COMMENTS AND CONTACT INFORMATION MAY BE E-MAILED TO Comments@sbmwd.org BY 8:30 A.M. THE DAY OF THE SCHEDULED MEETING TO BE INCLUDED IN THE WRITTEN RECORD.

CALL TO ORDER

ROLL CALL

1. ANNOUNCEMENTS BY MEMBERS OF THE WATER BOARD
2. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA: A three-minute limitation shall apply to each member of the public who wishes to address the Water Board of any item not listed on the agenda. There is no limit on the number of items that may be discussed within the three-minute time limit. **To be called by the Water Board President, please see special public comments instructions above.**
3. PUBLIC COMMENTS ON ITEMS LISTED ON THE AGENDA: A three-minute limitation shall apply to each member of the public who wishes to address the Water Board of any item listed on the agenda, excluding public hearings. There is no limit on the number of items that may be discussed within the three-minute time limit. **To be called by the Water Board President, please see special public comment instructions above.**
4. CONSENT CALENDAR

MOTION: That the motions indicated by consent calendar items 4A through 4D be adopted, except for _____.

MOTION: _____ SECONDED: _____

A. PAYROLL

MOTION: Approve the payroll for the pay period beginning July 14, 2025 through July 27, 2025.

B. CONTRACTS AND BILLS

MOTION: Approve the payment of contracts and bills to be presented at this meeting.

C. MINUTES

MOTION: Approve the minutes of July 8, 2025, of the Water Board.

D. CLAIMS SETTLEMENTS – QUARTERLY REPORT: In accordance with Policy 20.090 – Claims Handling, the Environmental and Regulatory Compliance Division has prepared the Quarterly Claims Settlements Report detailing all claims processed for the period of April 2025 through June 2025, as submitted.**DISCUSSION ITEMS**

5. APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH STANTEC CONSULTING SERVICES, INC. FOR CONSENT DECREE IMPLEMENTATION SUPPORT FOR FISCAL YEAR 2025/26: The San Bernardino Municipal Water Department (Department) has utilized the services of Mark Eisen with Stantec Consulting Services, Inc. (Stantec) for Consent Decree related support services. The Department desires to execute a new Professional Services Agreement with Stantec to provide services from July 1, 2025 through June 30, 2026.

The total estimated cost for Task Orders 1, 2, and 3 is \$308,029.00. The Department has sufficient funds budgeted in the Fiscal Year 2025/26 Operation Budget to cover these professional services (Account No. 103010-5201). Task Orders 1 and 2 are 100 percent reimbursable through the AIG commutation account. Task Order 3 is 100 percent reimbursed through the PFM account.

MOTION: Approve the professional services agreement with Stantec Consulting Services, Inc. in the amount of \$308,029.00, to provide ongoing Consent Decree support services, effective July 1, 2025 through June 30, 2026; and authorize the General Manager to execute the agreement.

MOTION:_____ SECONDED:_____

6. CONTRACT NO. 1811 – RE CHAFFEE CONSTRUCTION, INC. – CHANGE ORDER NO. 2 – VERDEMONT 2300 PZ EAST WATER FACILITIES PROJECT (PROJECT NO. C1710828): On November 14, 2024, the Water Board approved Contract No. 1811 with RE Chaffee Construction, Inc. (RE Chaffee) for the Verdemont 2300 PZ East Water Facilities Project. The project consists of construction of a 1 MG steel reservoir, 3500 gallons per minute booster station, and approximately 2900 feet of various sized ductile iron pipe.

Upon excavation, the Contractor encountered several issues, including:

- Excess rock which required breaking prior to removal
- Re-routing of surge anticipator line
- Incorrect elevation and slope callout
- Extension of existing vault walls
- Additional fire hydrant installation
- Installation of protective riprap pad

Change Order No. 2 in the amount of \$98,525.96 has been prepared for this extra work to be performed by RE Chaffee under Contract No. 1811.

The funding source for this project is the FY 2025/2026 Water Fund Capital Improvement Project titled *2300 Zone 1 MG Reservoir* (Project No. C1710828) which currently has a total of \$326,109.13 in unencumbered funds.

MOTION: Approve Change Order No. 2 to Contract No. 1811 with RE Chaffee Construction, Inc. in the amount of NINETY-EIGHT THOUSAND FIVE HUNDRED TWENTY-FIVE AND 96/100 DOLLARS (\$98,525.96); and authorize the General Manager to execute the change order.

MOTION:_____ SECONDED:_____

7. PROPERTY INSURANCE RENEWAL – FISCAL YEAR (FY) 2025/2026: On July 31, 2025, the Department will need to renew its property insurance coverage for fiscal year 2025/26, covering approximately \$532,159,976 in water, wastewater treatment, and sewer collection system real and personal property.

The annual premium for \$400 million of property coverage has been quoted at \$1,087,817, which is an increase in total costs of approximately 1.4% over fiscal year 2024/2025. The first excess layer coverage policy for earthquake and flood insurance is at a cost of \$155, 880, and the second excess coverage policy for earthquake and flood risks premium is at a cost of \$52,690.

Overall, the premiums for property, earthquake, and flood insurance for this fiscal year are 0.67% lower than last fiscal year premiums. There are adequate budgeted funds to cover the new costs.

Funds have been budgeted in fiscal year 2025/26 to insure \$400,000,000 in property, with \$25,000,000 in earthquake and flood hazard coverage.

Water Department staff continue to work with Marsh Risk & Insurance Services (Marsh) to find the most appropriate insurance coverage strategy for Department-owned property. Marsh requested coverage quotes from insurers based on the Department's overall asset values and claim history.

MOTION: Approve the annual property insurance including earthquake and flood coverage renewal premium in the amount of \$1,296,387 for fiscal year 2025/2026; and
Authorize the General Manager to bind the renewal policies effective July 31, 2025.

MOTION:_____ SECONDED:_____

8. REPORTS:

- A. Report of the President
- B. Report of the Commissioners
- C. Report of the Directors
- D. Report of the General Manager

9. ADJOURNMENT

The next regular meeting of the Water Board is scheduled for *9:30 a.m., August 12, 2025*, at The Margaret H. Chandler Water Reclamation Plant, 399 Chandler Place, San Bernardino, CA 92408.



**City of San Bernardino
Municipal Water Department**

399 Chandler Place
San Bernardino, CA 92408
<http://www.sbcitywater.org>

*President Cecilia "Toni"
Callicott*

Commissioners

*Wayne Hendrix
David Mlynarski
Rikke Johnson
Thomas Brickley*

MINUTES

FOR THE
WATER BOARD OF THE CITY OF SAN BERNARDINO

JULY 8, 2025

CALL TO ORDER

The Regular Meeting of the Water Board of the City of San Bernardino was called to order by President Toni Callicott at 9:30 AM, Tuesday, July 8, 2025, in-person and livestream via YouTube.

ROLL CALL

Attendee Name	Title	Status	Arrived
Cecilia "Toni" Callicott	President	Present	9:30 AM
Wayne Hendrix	Vice President	Present	9:30 AM
David Mlynarski	Board Member	Present	9:30 AM
Rikke Johnson	Board Member	Absent	N/A
Thomas Brickley	Board Member	Present	9:30 AM
Miguel Guerrero	General Manager	Present	9:30 AM

- ANNOUNCEMENTS BY THE BOARD:** President Callicott welcomed San Bernardino City Councilmember Mario Flores to the Water Board meeting and thanked him for his attendance.
- PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA:** None.
- PUBLIC COMMENTS ON ITEMS LISTED ON THE AGENDA:** None.

4. CONSENT CALENDAR – ITEMS 4A THROUGH 4C:**A. PAYROLL:**

	<u>Water Fund</u>	<u>Sewer Treatment</u>	<u>Total</u>
Claims:3013193- 3013335			
Accounts Payable	\$3,549,829.71	\$1,107,139.80	\$4,656,969.51
Gross Payroll	<u>\$471,282.54</u>	<u>\$438,766.91</u>	<u>\$910,049.45</u>
05/19/25-06/01/25			
TOTALS	<u>\$4,021,112.25</u>	<u>\$1,545,906.71</u>	<u>\$5,567,018.96</u>

Payroll for the pay period beginning June 30, 2025 through July 13, 2025.

B. CONTRACTS AND BILLS: Contracts and bills presented at this meeting.

C. MINUTES: June 24, 2025.

RESULT: APPROVED 4-0 BY ROLL CALL VOTE WITH 1 ABSENT
MOVER: W. Hendrix
SECONDER: T. Brickley
ABSTAINED: N/A
ABSENT: R. Johnson

DISCUSSION ITEMS

- 5. APPROVAL OF SOFTWARE AS A SERVICE AGREEMENT WITH TYLER TECHNOLOGIES, INC. FOR ENTERPRISE RESOURCE PLANNING SYSTEMS CLOUD HOSTED SERVICES:** The City of San Bernardino Municipal Water Department (Department) has utilized Tyler Technologies, Inc. (Tyler) on premise software as the Department's Enterprise Resource Planning (ERP) system. This software encompassed financial management, purchasing, accounts payable, and people management (Human Resources and Payroll). Continuous updates to hardware, database licensing, and operating systems were essential to keep the system functioning properly.

Tyler recently provided the Department with a quote to transition the ERP applications to a cloud hosted Software as a Service environment. The transition from on-premise to a cloud environment would allow Tyler to manage our application data, free up Department server space, and replace recurring maintenance fees. The goal of the transition was to manage the system while taking advantage of newer technology and reduce manual processes while increasing productivity.

The funding source for this Agreement was the FY 2025/2026 budget in Section 1040 – Information Technology, Account No. 101040-5602 - *Software Maintenance*, which had a total of \$1.2 million in unencumbered funds. There were sufficient funds available to fund this Agreement.

Commissioner Brickley asked if this amount was a one-time fee for this upgrade.

Director Mouser stated that this amount is for one (1) year and would replace the maintenance fee.

Director Mouser stated the upgrade would be charged annually, but that this would benefit the Department and our Information Technology section because it would make it easier to troubleshoot issues quicker than how it is set up currently.

Commissioner Brickley asked what the length of the contract was for this agreement.

Director Mouser stated that the Department would contract with Tyler annually, as long as the Department owned the software.

MOTION: Approve the License and Service Agreement and Statement of Work with Tyler Technologies, Inc., for an amount not-to-exceed TWO HUNDRED TWENTY-TWO THOUSAND EIGHT HUNDRED SEVENTEEN AND 00/100 DOLLARS (\$222,817.00). The General Manager was to negotiate and execute the Agreement.

RESULT: APPROVED 4-0 BY ROLL CALL VOTE WITH 1 ABSENT
MOVER: T. Brickley
SECONDER: D. Mlynarski
ABSTAINED: N/A
ABSENT: R. Johnson

6. **2025 STRATEGIC PLAN UPDATE:** In 2019, the Department embarked in a strategic planning effort with the goal to update its mission statement and key value statements and adopt a strategic plan that represented the Water Board's vision for the Department's future direction. On August 13, 2019, the Board adopted the revised Mission and Key Value Statements and the Department's Strategic Plan. The Strategic Plan included 5 Guiding Targets, 14 Goals that fell within the Targets, and an Action Plan with 100 specific actions aimed at meeting the Targets and Goals.

It has been best practice to conduct a thorough review and update of a strategic plan every 3-5 years. However, ongoing review/maintenance of an action plan was necessary to ensure it was current and properly executed. On September 22, 2020, the first Strategic Plan update was approved by the Water Board. The focus was on the Action Plan, which resulted in a net 77 actions completed and 6 new actions.

Staff again worked diligently and at the 2021 Strategic Plan update there were 17 actions completed, 12 actions remaining on schedule and 35 "ongoing" actions with meaningful progress made as time progressed. All actions were eventually completed leaving only "ongoing" actions such as continuing recruitment and retention efforts through outreach or ongoing capital project completions.

The foundation had been laid and executed from 2019 through 2024, and the Strategic Plan now needed to reflect a broader perspective to guide policy, set

objectives and prioritize investments to ensure efficient operations, ongoing community engagement and integration of sustainable water management practices.

There was no direct fiscal impact. The Department's typical funding approval practices would apply as necessary.

General Manager Guerrero gave a presentation on the Strategic Plan Update to the Water Board.

President Callicott asked when the first Strategic Plan was approved.

General Manager Guerrero stated that the Strategic Plan was approved in August 2019.

Commissioner Brickley asked where the goals and action plans for the individual sections in the Department were listed in the new Strategic Plan Update.

General Manager Guerrero stated that the Department was going to approach goals and action plans differently by focusing on the goals and accomplishments through the budget process.

Commissioner Hendrix asked if the Department would highlight the goals and accomplishments in the newsletter.

General Manager Guerrero stated that the Strategic Plan would be highlighted in the newsletter, at community meetings, and to the Mayor and City Council through a Strategic Plan pamphlet.

Commissioner Mlynarski asked Amy Stevens, WSC consultant, what her impression was regarding working with staff and receiving the survey responses.

Amy Stevens stated that this was one of the easiest strategic plans that she has completed and Department staff was very helpful.

Amy Stevens stated that the foundation was solid which made it easy to update the Department's Strategic Plan.

MOTION: Adopt the Water Department's Strategic Plan update as presented.

RESULT:	APPROVED 4-0 BY ROLL CALL VOTE WITH 1 ABSENT
MOVER:	W. Hendrix
SECONDER:	D. Mlynarski
ABSTAINED:	N/A
ABSENT:	R. Johnson

7. REPORTS:

A. Report of the President – President Callicott stated that the Employee Recognition lunch was very well organized and she was happy she saw how the staff was treated and recognized for their efforts.

B. Report of the Commissioners – None.

C. Report of the Directors –

1. Director Shepardson informed the Water Board that the property insurance renewal item would be presented at the next Board meeting.

2. Deputy General Manager Ohama stated that the 2024 Consumer Confidence Report was issued and a copy of the report is posted on the Department website.

Deputy General Manager Ohama stated that the City's water exceeded state and federal standards and thanked the Water Quality and Water Conservation sections for their hard work.

D. Report of the General Manager –

1. General Manager Guerrero stated that he would be attending the Northwest Project Action Committee Meeting on Monday, July 14, 2025, and would be presenting an update on water conservation and the strategic plan.

2. General Manager Guerrero gave an update on the New Facilities Relocation Project.

General Manager Guerrero stated that the new administration building should be completed by late September to mid-October 2025, due to issues with some electrical components, but that the project was moving along nicely.

8. ADJOURNMENT

The next regular meeting of the Water Board was scheduled for 9:30 a.m., July 22, 2025, at The Margaret H. Chandler Water Reclamation Plant, 399 Chandler Place, San Bernardino, CA 92408.

By: _____
Miguel J. Guerrero
General Manager

**CITY OF SAN BERNARDINO
MUNICIPAL WATER DEPARTMENT**

**WATER BOARD
STAFF REPORT**

TO: Miguel J. Guerrero, P.E., General Manager
FROM: Jennifer Shepardson, Director of Environmental & Regulatory Compliance
SUBJECT: CLAIMS SETTLEMENTS -- QUARTERLY REPORT
DATE: July 8, 2025

BACKGROUND:

In Policy 20.090 -- Claims Handling, it is required that the Environmental and Regulatory Compliance division provide the Board a quarterly written report detailing all claims processed within the authority granted in the policy. Attached is the quarterly report for the period of April 2025 through June 2025.

RECOMMENDATION:

Receive and file, as this report is provided for information only.

Respectfully submitted,



Jennifer L. Shepardson
Director of Environmental & Regulatory Compliance

QUARTERLY CLAIMS HANDLING REVIEW (04/01/2025 - 06/30/2025)

Date Closed/ Payment Received	Incident Number	Date of Incident	Event	Amount of Claim	Name	Resolution	\$ Received	\$ Paid Out
04/20/25	24-153	12/19/24	Traffic Collision - Damaged Fire Hydrant	\$ 5,359.13	Mercury Insurance	Paid	\$ 5,359.13	
04/25/25	24-146	12/06/24	Traffic Collision - Damage to Unit #332	\$ 22,713.77	Farmers Insurance	Paid	\$ 14,197.00	
05/08/25	22-118	09/12/22	Flash Flood Damaged Private Property	\$ 99,999.99	Robert Gladysz	Paid		\$ 99,999.99
05/22/25	25-069	04/12/25	Sewer Manhole Lid Damaged Vehicle	\$ 2,771.92	Ricardo Arredondo	Paid		\$ 2,771.92
05/30/25	25-025	01/29/25	Hit and Damaged SmartCover	\$ 5,463.87	Matich Corp.	Paid	\$ 5,463.87	
06/26/25	25-027	01/18/25	Sewage Surcharged Onto Property	\$ 7,518.77	Pama IV Properties, LP	Paid		\$ 7,518.77
						TOTAL:	\$ 25,020.00	\$ 110,290.68

**CITY OF SAN BERNARDINO
MUNICIPAL WATER DEPARTMENT
WATER BOARD
STAFF REPORT**

Received 07-14-25
SBMWD AS
General Manager

TO: Miguel J. Guerrero, P.E., General Manager 

FROM: Steve R. Miller, Director of Water Utility

SUBJECT: **APPROVAL OF THE PROFESSIONAL SERVICES AGREEMENT WITH STANTEC CONSULTING SERVICES, INC. FOR CONSENT DECREE IMPLEMENTATION SUPPORT FOR FISCAL YEAR 2025/2026**

DATE: July 14, 2025

COPIES: Sydney Morrison (w/attach), Garrett Van Leuven (w/attach)

BACKGROUND:

The San Bernardino Municipal Water Department (Department) has utilized the services of Mark Eisen with Stantec Consulting Services, Inc. (Stantec) for Consent Decree-related support services. The Department desires to execute a new Professional Services Agreement with Stantec to provide services from August 1, 2025 through June 30, 2026.

There are three categories of support services:

Task Order 1 will include project management and data analysis services in connection with the Department, EPA, and DTSC. This task order also includes support services for new shallow wells, rehabilitation of existing Consent Decree wells and demolition of the monitoring well, MW Paperboard.

Task Order 2 will provide assistance to Department staff in preparing the semi-annual progress reports including database management.

Task Order 3 San Bernardino Basin Model (SBBM) will undergo a significant revision and update under the guidance of a steering committee assembled to facilitate a cooperative process of modifying the model to meet the needs of SBMWD, SBVMWD, and SBVWCD. Stantec will be representing SBMWD's interests with respect to the NGCSS.

GOALS AND OBJECTIVES:

This proposed agreement aligns with the Department's Strategic Plan under Goal No. 6: Champion Environmental Compliance and Sustainability. It supports the specific Subgoal No. 6.1: Achieve 100% Regulatory Compliance by providing management and oversight of groundwater clean-up to drinking water standards through the Consent Decree.

Miguel J. Guerrero, P.E., General Manager

Page 2

July 14, 2025

SUBJECT: APPROVAL OF THE PROFESSIONAL SERVICES AGREEMENT WITH STANTEC CONSULTING SERVICES, INC. FOR CONSENT DECREE IMPLEMENTATION SUPPORT FOR FISCAL YEAR 2025/2026

FISCAL IMPACT:

The subtotal for Task Orders 1 and 2 is \$242,405.00. The subtotal for Task Order 3 is \$65,624.00. The total estimated cost for all task orders is \$308,029.00. The Department has sufficient funds budgeted in the Fiscal Year 2025/2026 Operation Budget to cover these professional services (Account No. 103010-5201). Task Orders 1 and 2 are 100 percent reimbursable through the AIG commutation account. Task Order 3 is 100 percent reimbursed through the PFM account.

RECOMMENDATION:

It is recommended that the Water Board make the following motion:

- **Approve the professional services agreement with Stantec Consulting Services, Inc. in the amount of \$308,029.00 to provide ongoing Consent Decree support services, effective August 1, 2025, through June 30, 2026, and authorize the General Manager to execute the agreement.**

Respectfully submitted,


Steve Miller (Jul 14, 2025 15:14 PDT)

Steve R. Miller
Director of Water Utility

SRM:ms

Attachment: Professional Services Agreement - Stantec Consulting Services, Inc.
Stantec Task Authorization Orders
Billing Rate Schedule

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF SAN BERNARDINO, THROUGH THE SAN BERNARDINO
MUNICIPAL WATER DEPARTMENT,
AND STANTEC CONSULTING SERVICES, INC.
CONTRACT NO. 1871**

This Agreement is made and entered into as of August 1, 2025 by and between the City of San Bernardino, a charter city and municipal corporation organized and operating under the laws of the State of California, through the San Bernardino Municipal Water Department with its principal place of business at 1350 S. "E" Street, San Bernardino, CA 92408 ("City"), and Stantec Consulting Services, Inc., a California Corporation with its principal place of business at 290 Conejo Ridge Avenue, Thousand Oaks, CA 91361 (hereinafter referred to as "Consultant"). City and Consultant are hereinafter sometimes referred to individually as "Party" and collectively as the "Parties."

RECITALS

A. City is a public agency of the State of California and is in need of professional services for the following project:

Consent Decree Implementation Support For Fiscal Year 2025-2026 Project (hereinafter referred to as "the Project").

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Incorporation of Recitals. The recitals above are true and correct and are hereby incorporated herein by this reference.

2. Services. Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit "A."

3. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel identified in their proposal. Consultant warrants that Consultant is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement. Consultant further represents that no City employee will provide any services under this Agreement.

4. Compensation.

a. Subject to paragraph 4(b) below, the City shall pay for such services in

accordance with the Schedule of Charges set forth in Exhibit “A.”

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of **THREE HUNDRED EIGHT THOUSAND TWENTY-NINE DOLLARS AND 00/100 DOLLARS (\$308,029.00)**. This amount is to cover all related costs, and the City will not pay any additional fees for printing expenses. Consultant may electronically submit invoices to City for approval at water-accounting@sbmwd.org. Said invoice shall be based on the total of all Consultant’s services which have been completed to City’s sole satisfaction. City shall pay Consultant’s invoice within forty-five (45) days from the date City receives said invoice at the above referenced e-mail address. The invoice shall describe in detail the services performed and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as “Additional Services” and shall identify the number of the authorized change order, where applicable, on all invoices.

5. Additional Work. If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

6. Term. This Agreement shall commence on August 1, 2025 and continue through June 30, 2026 as set forth in Exhibit “A,” unless the Agreement is previously terminated as provided for herein (“Term”).

7. Maintenance of Records; Audits.

a. Records of Consultant’s services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City for inspection and/or audit at mutually convenient times for a period of four (4) years from the Effective Date.

b. Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

8. Time of Performance. Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the City to proceed. Consultant shall complete the services required hereunder within Term.

9. Delays in Performance.

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil

disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

10. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

11. Standard of Care. Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

12. Conflicts of Interest. During the term of this Agreement, Consultant shall at all times maintain a duty of loyalty and a fiduciary duty to the City and shall not accept payment from or employment with any person or entity which will constitute a conflict of interest with the City.

13. City Business Certificate. Consultant shall, prior to execution of this Agreement, obtain and maintain during the term of this Agreement a valid business registration certificate from the City pursuant to Title 5 of the City's Municipal Code and any and all other licenses, permits, qualifications, insurance, and approvals of whatever nature that are legally required of Consultant to practice his/her profession, skill, or business.

14. Assignment and Subconsultant. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

15. Independent Consultant. Consultant is retained as an independent contractor and is

not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

16. Insurance. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Additional Insured

The City of San Bernardino, its elected and appointed officials, officers, employees, agents, and volunteers shall be named as additional insureds on Consultant's and its subconsultants' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

b. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

Insurance Services Office Commercial General Liability coverage
(Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Contract
- (8) Broad Form Property Damage
- (9) Independent Consultants Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give City, its elected and appointed officials,

officers, employees, agents, and City-designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

c. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give City, its elected and appointed officials, officers, employees, agents and City designated volunteers additional insured status.

(iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

d. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

e. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

f. Privacy/Network Security (Cyber)

At all times during the performance of the work under this Agreement, the Consultant shall maintain privacy/network security insurance for: (1) privacy breaches, (2) system breaches, (3) denial or loss of service, and the (4) introduction, implantation or spread of malicious software code, in a form and with insurance companies acceptable to the City.

g. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

	<u>Combined Single Limit</u>
Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage
Employer's Liability	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)
Cyber Liability	\$1,000,000 per occurrence and aggregate

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

h. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

i. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of the premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further, the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

i. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

j. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including, but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the City nor the City Council, nor any member of the City Council, nor any of the elected and appointed officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

k. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

17. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably approved by the City), indemnify and hold the City, its elected and appointed officials, officers, employees, agents, and authorized volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of,

pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project, or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, the City Council, members of the City Council, elected and appointed officials, officers, its employees, or authorized volunteers.

b. Additional Indemnity Obligations. Consultant shall defend, with counsel of City's choosing and at Consultant's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against the City, its elected and appointed officials, employees, agents, or authorized volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against the City, its elected and appointed officials, employees, agents, or authorized volunteers as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse City for the cost of any settlement paid by the City, its elected and appointed officials, employees, agents, or authorized volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for the City's attorney's fees and costs, including expert witness fees. Consultant shall reimburse the City, its elected and appointed officials, employees, agents, or authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its elected and appointed officials, employees, agents, or authorized volunteers.

18. California Labor Code Requirements. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, Consultant agrees to fully comply with such Prevailing Wage Laws, if applicable. Consultant shall defend, indemnify and hold the City, its elected and appointed officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

If the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to

compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

19. Verification of Employment Eligibility. By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

20. Laws and Venue. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Bernardino, State of California.

21. Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days' written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

22. Attorneys' Fees. In the event that litigation is brought by any Party in connection with this Agreement, the prevailing Party shall be entitled to recover from the opposing Party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing Party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof. The costs, salary, and expenses of the City Attorney's Office in enforcing this Agreement on behalf of the City shall be considered as "attorneys' fees" for the purposes of this Agreement.

23. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to

Consultant's professional services occurs, Consultant shall, at no cost to City, provide all other services necessary to rectify and correct the matter to the sole satisfaction of the City and to participate in any meeting required with regard to the correction.

24. Prohibited Employment. Consultant shall not employ any current employee of City to perform the work under this Agreement while this Agreement is in effect.

25. Costs. Each Party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

26. Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

27. Organization. Consultant shall assign Mark Eisen as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City. The General Manager of the City of San Bernardino Municipal Water Department shall serve as the City's authorized representative for all purposes under this Agreement.

28. Limitation of Agreement. This Agreement is limited to and includes only the work included in the Project described above.

29. Notice. Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to the following addresses and shall be effective upon receipt thereof:

CITY:

City of San Bernardino
Municipal Water Department
1350 S. "E" Street
P.O. Box 710
Attn: General Manager

CONSULTANT:

Stantec Consulting Services, Inc.
290 Conejo Ridge Avenue
Thousand Oaks, CA 91361
Attn: Mark Eisen, Project Manager

With Copy To:

City of San Bernardino
Vanir Tower, 290 North D Street
San Bernardino, CA 92401
Attn: City Attorney

30. Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

31. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

32. Entire Agreement. This Agreement, including Exhibit "A," represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises, or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This is an integrated Agreement.

33. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance, and the remaining provisions of this Agreement shall remain in full force and effect.

34. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

35. Non-Waiver. The delay or failure of either Party at any time to require performance or compliance by the other Party of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. The waiver of any right or remedy with respect to any occurrence or event shall not be deemed a waiver of any right or remedy with respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

36. Time of Essence. Time is of the essence for each and every provision of this Agreement.

37. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain, or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

38. Amendments. Only a writing executed by all of the Parties hereto or their respective successors and assigns may amend this Agreement.

39. City's Right to Employ Other Consultants. City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

40. Prohibited Interests. Consultant maintains and warrants that it has neither employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

41. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one single Agreement.

42. Authority. The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by doing so, the Parties hereto are formally bound to the provisions of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF SAN BERNARDINO, THROUGH THE SAN BERNARDINO
MUNICIPAL WATER DEPARTMENT,
AND STANTEC CONSULTING SERVICES, INC.
CONTRACT NO. 1871**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

**CITY OF SAN BERNARDINO
SAN BERNARDINO MUNICIPAL
WATER DEPARTMENT**

**STANTEC CONSULTING SERVICES,
INC.**

Approved By:

Miguel J. Guerrero, P.E.
General Manager

Signature

Approved as to Form:

Name

*****Approved Form*****
Best Best & Krieger LLP
City Attorney

Title

EXHIBIT A

Task Order No. 1

Task Order No. 2

Task Order No. 3

Fee Schedule

	Task Order Authorization	ADMIN-373
		Page 1 of 1
		June 13, 2025

CONTRACT: SBMWD PSA
Project Manager: Mark Eisen

TASK ORDER NUMBER: 1
Office Number: 1858

CLIENT: Name: Steve Miller, Director of Water Utility
 Address: 195 North D Street
 City: San Bernardino State: CA Zip: 92401
 Phone: (909) 384-5107 Fax:

Signing of this Authorization by Client and Stantec Consulting Services Inc. (hereinafter "Stantec") authorizes Stantec to complete Services as described below under the terms and conditions of the contract identified above.

Project Name:

The Services described below are to be provided by Stantec in conjunction with a Project identified as follows:

*Newmark Groundwater Contamination Superfund Site Remedial Action
Consent Decree Implementation*

Scope of Services:

Stantec will perform the Services indicated below:

- Services as described in attached Scope of Services dated 7/13/25 and briefly described below:

Task 1 - Project Management and Data Analysis Services FY 2025/2026

This task authorization order covers project management services and data analysis services proposed for the City's 2025/2026 fiscal year associated with the above named project. Itemized subtasks and associated assumptions are provided in the attached budget estimate. The majority of the work will be performed by Mark Eisen.

Estimated Cost: \$123,852
Schedule: Commence: 8/1/25 Complete: 6/30/26
Deliverables: See attached budget estimate

APPROVED FOR CLIENT

Signature: _____
Name: _____
Title: _____
Date: _____

APPROVED FOR STANTEC

Signature: 
Name: Mark Eisen
Title: Principal Hydrogeologist
Date: 7/13/25

TOA 1 - FY 2024/2025
Project Management and Analysis Services
Remedial Action Consent Decree Implementation for Newmark and Muscoy Operable Units
Newmark Groundwater Contamination Superfund Site

			Task 1 - Meetings and Conference Calls									
			Subtask 1.1			Subtask 1.2			Subtask 1.3			
			Prepare For and Attend Meetings in SBMWD			Prepare For and Attend Periodic Conference Calls			Prepare For and Attend DTSC/EPA Meetings			
Rate	Units		Events	Units	Cost	Events	Units	Cost	Events	Units	Cost	
Estimated Costs												
Billing Title/Level												
Principal	15	\$ 244.00	hr	2	8	\$ 3,904.00	15	2.5	\$ 9,150.00	3	8	\$ 5,856.00
Senior II	13	\$ 219.00	hr	2		\$ -	15		\$ -	3		\$ -
Senior I	12	\$ 208.00	hr	2		\$ -	15		\$ -	3		\$ -
Associate	11	\$ 198.00	hr	2		\$ -	15		\$ -	3		\$ -
Project	10	\$ 182.00	hr	2		\$ -	15		\$ -	3		\$ -
Staff	8	\$ 170.00	hr	2		\$ -	15		\$ -	3		\$ -
Tech/Admin/CADD	7	\$ 160.00	hr	2		\$ -	15		\$ -	3		\$ -
Expenses												
Vehicle and Gas	\$ 120.00	day	2		\$ -	1		\$ -	1		\$ -	
Air Travel	\$ 450.00	Flight	2		\$ -	1		\$ -	1		\$ -	
Hotel/Food	\$ 370.00	day	2		\$ -	1		\$ -	1		\$ -	
Mileage	\$ 0.67	mi	2	210	\$ 281.40	1		\$ -	1	210	\$ 140.70	
Photocopying	\$ 0.10	copy			\$ -	1		\$ -	1		\$ -	
Overnight Mail	\$ 15.00	package			\$ -	1		\$ -	1		\$ -	
Transducer Rental	\$ 1,000.00	Month			\$ -	1		\$ -	1		\$ -	
Subtask Total					\$ -4,185			\$ 9,150			\$ 5,997	
Task Total											\$ 19,332	
Scope	Three meetings in San Bernardino to discuss remedy issues and improvement.					Conference calls will occur approximately every 3 to 4 weeks for 1 hour with approximately 1.5 hours preparation time per call. Additionally, 4 miscellaneous calls with either the legal team, AIG, or others are anticipated at 2.5 hours each for preparation and attendance.				Prepare for and attend one in person meeting and two web meetings with EPA/DTSC.		
Assumptions	Meetings will be held in San Bernardino.					Conference calls will not be held if one of the meetings described in Task 1.1 is held during the three week period.				In person meetings will be held in San Bernardino.		
Deliverables	Meeting presentation materials					Agenda/action item list and miscellaneous analysis data				Power Point presentation (if applicable) or other presentation materials		

TOA 1 - FY 2024/2025
Project Management and Analysis Services
Remedial Action Consent Decree Implementation for Newmark and Muscoy Operable Units
Newmark Groundwater Contamination Superfund Site

			Task 2 General Project Management			Task 3 - Planning and Consulting			Subtask 3.2 Assist PG and Other Staff as Needed (per month)			
						Subtask 3.1						
						GW Sampling Event Planning/Tracking and Results Review						
Rate	Units		Events	Units	Cost	Events	Units	Cost	Events	Units	Cost	
Estimated Costs												
Billing Title/Level												
Principal	15	\$ 244.00	hr	11	4	\$ 10,736.00	2	5	\$ 2,440.00	12	10	\$ 29,280.00
Senior II	13	\$ 219.00	hr	11		\$ -	2		\$ -	12	2	\$ 5,256.00
Senior I	12	\$ 208.00	hr	11		\$ -	2		\$ -	12		\$ -
Associate	11	\$ 198.00	hr	11		\$ -	2		\$ -	12		\$ -
Project	10	\$ 182.00	hr	11		\$ -	2		\$ -	12		\$ -
Staff	8	\$ 170.00	hr	11		\$ -	2		\$ -	12		\$ -
Tech/Admin/CADD	7	\$ 160.00	hr	11	0.75	\$ 1,320.00	2		\$ -	12		\$ -
Expenses												
Vehicle and Gas	\$ 120.00	day	11			\$ -	2		\$ -	2	1	\$ 240.00
Air Travel	\$ 450.00	Flight	11			\$ -	2		\$ -			\$ -
Hotel/Food	\$ 370.00	day	11			\$ -	2		\$ -			\$ -
Mileage	\$ 0.67	mi	11			\$ -	2		\$ -			\$ -
Photocopying	\$ 0.10	copy	11			\$ -	2		\$ -			\$ -
Overnight Mail	\$ 15.00	package	11			\$ -	2		\$ -			\$ -
Transducer Rental	\$ 1,000.00	Month	11			\$ -	2		\$ -			\$ -
Subtask Total						\$ 12,056		\$ 2,440			\$ 34,776	
Task Total						\$ 12,056						
Scope			An average of 4 hours per month.			Assist with planning rounds and review preliminary data reports for the two major sampling rounds to be performed per year.			Assist City as requested with miscellaneous tasks as they arise			
Assumptions						Average of 5 hours for the semi-annual rounds and 1 hour for each quarterly round.			An average of 12 hours per month			
Deliverables			Budgets, schedules and Invoices.			Input to Water Quality Officer including review comments for planning documents and comments regarding laboratory results.			To be determined on a case by case basis.			

TOA 1 - FY 2024/2025
Project Management and Analysis Services
Remedial Action Consent Decree Implementation for Newmark and Muecoy Operable Units
Newmark Groundwater Contamination Superfund Site

			Task 3 - Planning and Consulting (continued)									
			Subtask 3.3			Subtask 3.4			Subtask 3.5			
			Assist With Miscellaneous Data Collection and Performance Analysis Issues			EPA 1095 and Piezos and EPA 112 Piezos Installation Bid Support			EPA 1095 and Piezos and EPA 112 Installation Preliminary Field Work			
	Rate	Units	Events	Units	Cost	Events	Units	Cost	Events	Units	Cost	
Estimated Costs												
Billing Title/Level												
Principal	15	\$ 244.00	hr	12	8	\$ 23,424.00	1	20	\$ 4,880.00	1	20	\$ 4,880.00
Senior II	13	\$ 219.00	hr	12	3	\$ 7,884.00	1		\$ -	1	10	\$ 2,190.00
Senior I	12	\$ 208.00	hr	12		\$ -	1		\$ -	1		\$ -
Associate	11	\$ 198.00	hr	12		\$ -	1		\$ -	1		\$ -
Project	10	\$ 162.00	hr	12		\$ -	1		\$ -	1		\$ -
Staff	8	\$ 170.00	hr	12		\$ -	1		\$ -	1		\$ -
Tech/Admin/CADD	7	\$ 160.00	hr	12		\$ -	1		\$ -	1		\$ -
Expenses												
Vehicle and Gas	\$ 120.00	day	12		\$ -	1		\$ -	1	2	\$ 240.00	
Air Travel	\$ 450.00	Flight	12		\$ -	1		\$ -	1		\$ -	
Hotels/Food	\$ 370.00	day	12		\$ -	1		\$ -	1		\$ -	
Mileage	\$ 0.67	mi	12		\$ -	1		\$ -	1		\$ -	
Photocopying	\$ 0.10	copy	12		\$ -	1		\$ -	1		\$ -	
Overnight Mail	\$ 15.00	package	12		\$ -	1		\$ -	1		\$ -	
Transducer Rental	\$ 1,000.00	Month	12		\$ -	1		\$ -	1		\$ -	
Subtask Total					\$ 31,308			\$ 4,880			\$ 7,318	
Task Total												
Scope			Assist the City in collection and analysis of additional data and information that will be used to address remedy performance issues and aid in optimizing operations.			Assist with bid selection.						
Assumptions			An average of 6 hours per month for Mr. Eisen and 3 hours per month for Mr. Bartosek or Mr. Auchard.						This budget is intended to get well installation field work started including planning.			
Deliverables			To be determined on a case by case basis.			Memo with analysis of bids			Planning documents and field notes			

				Task 3 - Planning and Consulting (continued)						Total Hours	Total Costs					
				Subtask 3.6			Subtask 3.7									
				Prepare Paperboard Abandonment Spec			Revise EPA 003/EPA 004 Tech Memo									
Rate		Units		Events	Units	Cost	Events	Units	Cost							
Estimated Costs																
Billing Title/Level																
Principal	15	\$	244.00	hr	1	\$	8	\$	1,852.00	1	24	\$	5,856.00	420	\$	102,358.00
Senior II	13	\$	219.00	hr	1	\$	16	\$	3,504.00	1	2	\$	438.00	88	\$	19,272.00
Senior I	12	\$	208.00	hr	1	\$	-	1	\$	-	-	\$	-	0	\$	-
Associate	11	\$	196.00	hr	1	\$	-	1	\$	-	-	\$	-	0	\$	-
Project	10	\$	182.00	hr	1	\$	-	1	\$	-	-	\$	-	0	\$	-
Staff	8	\$	170.00	hr	1	\$	-	1	\$	-	-	\$	-	0	\$	-
Tech/Admin/CADD	7	\$	160.00	hr	1	\$	-	1	\$	-	-	\$	-	6	\$	1,320.00
Expenses																
Vehicle and Gas	\$	120.00	day	1	\$	-	1	\$	-	-	4	\$	-	4	\$	480.00
Air Travel	\$	450.00	Flight	1	\$	-	1	\$	-	-	0	\$	-	0	\$	-
Hotel/Food	\$	370.00	day	1	\$	-	1	\$	-	-	0	\$	-	0	\$	-
Mileage	\$	0.67	mi	1	\$	-	1	\$	-	-	630	\$	-	630	\$	422.10
Photocopying	\$	0.10	copy	1	\$	-	1	\$	-	-	0	\$	-	0	\$	-
Overnight Mail	\$	15.00	package	1	\$	-	1	\$	-	-	0	\$	-	0	\$	-
Tramueler Rental	\$	1,000.00	Month	1	\$	-	1	\$	-	-	0	\$	-	0	\$	-
Subtask Total						\$	6,496		\$	6,294		\$	123,852		\$	123,852
Task Total									\$	92,464		\$	123,852		\$	123,852
Scope				This task is to cover preparation of the Paperboard well abandonment specification for soliciting bids for abandonment of this well.			This task is for revision of the technical memorandum for removing EPA 003 and EPA 004 from treatment. Document revisions will first be based on EPA comments, followed by a second revision based on DDW comments.									
Assumptions							A Revised Draft TM has already been prepared and is awaiting EPA review and comments. Level of EPA and DDW comments is commensurate with estimated level of effort required to address them included in this budget.									
Deliverables				Specifications			Revised technical memorandum									

 Stantec	Task Order Authorization	ADMIN-373
		Page 1 of 1
		July 13, 2025

CONTRACT: SBMWD PSA
Project Manager: Mark Eisen

TASK ORDER NUMBER: 2
Office Number: 1858

CLIENT: Name: Steve Miller, Director of Water Utility
 Address: 195 North D Street
 City: San Bernardino State: CA Zip: 92401
 Phone: (909) 384-5107 Fax:

Signing of this Authorization by Client and Stantec Consulting Services, Inc. (hereinafter "Stantec") authorizes Stantec to complete Services as described below under the terms and conditions of the contract identified above.

Project Name:

The Services described below are to be provided by Stantec in conjunction with a Project identified as follows:

*Newmark Groundwater Contamination Superfund Site Remedial Action
 Consent Decree Implementation*

Scope of Services:

Stantec will perform the Services indicated below:

- Services as described in attached Scope of Services dated 7/13/25 and briefly described below:

Task 2 – Progress Reporting FY 2025/2026

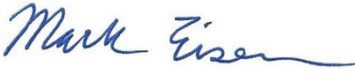
This task authorization order covers services to assist the City with preparation of the various components of the semi-annual progress reports required per the CD including database management. Itemized subtasks and associated assumptions are provided in the attached budget estimate.

Estimated Cost: \$118,553
Schedule: Commence: 8/1/25 Complete: 6/30/26
Deliverables: See attached budget estimate

APPROVED FOR CLIENT

Signature: _____
 Name: _____
 Title: _____
 Date: _____

APPROVED FOR STANTEC

Signature: 
 Name: Mark Eisen
 Title: Principal Hydrogeologist
 Date: 7/13/25

TOA 2 - FY 2024/2025
Progress Reporting
Remedial Action Consent Decree Implementation for Newmark and Muscoy Operable Units
Newmark Groundwater Contamination Superfund Site

				Task 4 Report Preparation								
				Subtask 4.1			Subtask 4.2			Subtask 4.3		
				Preparation and Review of Progress Reports			Monthly Capture Zone Evaluation			Annual Plume Maps and Mass Remaining Estimates		
	Rate	Units		Events	Units	Cost	Events	Units	Cost	Events	Units	Cost
Estimated Costs												
Billing Title/Level												
Principal	15	\$ 244.00	hr	2	56	\$ 27,328.00	12	2	\$ 5,856.00	1	6	\$ 1,464.00
Senior II	13	\$ 219.00	hr	2	6	\$ 2,628.00	12	7	\$ 18,396.00	1	15	\$ 3,285.00
Senior I	12	\$ 208.00	hr	2		\$ -	12		\$ -	1		\$ -
Associate	11	\$ 198.00	hr	2		\$ -	12		\$ -	1		\$ -
Project	10	\$ 182.00	hr	2		\$ -	12		\$ -	1		\$ -
Staff	8	\$ 170.00	hr	2		\$ -	12		\$ -	1		\$ -
Tech/Admin/CADD	7	\$ 160.00	hr	2		\$ -	12		\$ -	1		\$ -
Expenses												
Vehicle and Gas	\$ 120.00	day	2			\$ -	12		\$ -	1		\$ -
Air Travel	\$ 250.00	Flight	2			\$ -	12		\$ -	1		\$ -
Hotel/Food	\$ 125.00	day	2			\$ -	12		\$ -	1		\$ -
Mileage	\$ 0.55	mi	2			\$ -	12		\$ -	1		\$ -
Photocopying	\$ 0.10	copy	2			\$ -	12		\$ -	1		\$ -
Overnight Mail	\$ 15.00	package	2			\$ -	12		\$ -	1		\$ -
Subtask Total						\$ 29,956			\$ 24,252			\$ 4,749
Task Total												
Scope				Prepare text and tables for progress reports and Senior review by Tom Butler, CHG.			This task includes preparation of monthly capture zone maps for the shallow, intermediate and deep aquifer for inclusion in the S1 2025 and S2 2025 Progress Report.			This task is for preparation of annual plume maps for the shallow, intermediate and deep plumes based on May 2025 annual monitoring round PCE data. In addition, bi-annual time vs. concentration plots will be prepared for all remedy wells and 2D annual PCE mass remaining estimates will be prepared for each of the plumes.		
Assumptions				Stantec will prepare all text and tables. The City will provide monthly data to be summarized in progress report tables.								
Deliverables				S1 2025 Progress Report S2 2025 Progress Report			ArcGIS figures displaying particle tracking results.			ArcGIS figures for the shallow intermediate and deep plumes due with the monthly progress report. Bi-annual time vs. concentration plots.		

TOA 2 - FY 2024/2025
Progress Reporting
Remedial Action Consent Decree Implementation for Newmark and Muscoy Operable Units
Newmark Groundwater Contamination Superfund Site

Task 4 Report Preparation (continued)								
			Subtask 4.4 Time vs. Concentration Graphs and Trend Analysis			Subtask 4.5 Hydrograph Preparation/Review		
	Rate	Units	Events	Units	Cost	Events	Units	Cost
Estimated Costs								
Billing Title/Level								
Principal	15 \$ 244.00	hr	2	6	\$ 2,928.00	2	3	\$ 1,464.00
Senior II	13 \$ 219.00	hr	2	6	\$ 2,628.00	2	4	\$ 1,752.00
Senior I	12 \$ 208.00	hr	2		\$ -	2		\$ -
Associate	11 \$ 198.00	hr	2		\$ -	2		\$ -
Project	10 \$ 182.00	hr	2		\$ -	2		\$ -
Staff	8 \$ 170.00	hr	2	3	\$ 1,020.00	2	2	\$ 680.00
Tech/Admin/CADD	7 \$ 160.00	hr	2		\$ -	2		\$ -
Expenses								
Vehicle and Gas	\$ 120.00	day	2		\$ -	2		\$ -
Air Travel	\$ 250.00	Flight	2		\$ -	2		\$ -
Hotel/Food	\$ 125.00	day	2		\$ -	2		\$ -
Mileage	\$ 0.55	mi	2		\$ -	2		\$ -
Photocopying	\$ 0.10	copy	2		\$ -	2		\$ -
Overnight Mail	\$ 15.00	package	2		\$ -	2		\$ -
Subtask Total					\$ 6,576			\$ 3,896
Task Total						\$ 69,429		
Scope			This task is for preparation of semi-annual MAROS statistical trend analysis plots and site-wide remedy and non-remedy well time versus concentration plots			This task is for preparation of semi-annual hydrographs and subsequent review of the hydrographs to identify performance issues i.e. (transducer performance and overall water level performance and trends). In addition to the remedy hydrographs, a series of graphs will be prepared for other SBMWD wells that are used for monitoring overall water level conditions in the SBBA.		
Assumptions						Stantec will prepare hydrographs semi-annually.		
Deliverables			Trend analysis plots for progress reports and site-wide time versus concentration graphs.			Email transmittal to City and semi-annual hydrographs for Progress Reports		

TOA 2 - FY 2024/2025
Progress Reporting
Remedial Action Consent Decree Implementation for Newmark and Muscoy Operable Units
Newmark Groundwater Contamination Superfund Site

				Task 5			Task 6			Total Hours	Total Costs	
				Data Validation For 2025 Sampling Events			Data Management and Reporting					
	Rate	Units		Events		Cost	Events	Units	Cost			
Estimated Costs												
Billing Title/Level												
Principal	15	\$ 244.00	hr	1	4	\$ 976.00	(see attached data management spreadsheet)			166	\$ 40,504.00	
Senior II	13	\$ 219.00	hr	1		\$ -				131	\$ 28,689.00	
Senior I	12	\$ 208.00	hr	1		\$ -				0	\$ -	
Associate	11	\$ 198.00	hr	1		\$ -				0	\$ -	
Project	10	\$ 182.00	hr	1	175	\$ 31,850.00				175	\$ 31,850.00	
Staff	8	\$ 170.00	hr	1		\$ -				103	\$ 17,510.00	
Tech/Admin/CADD	7	\$ 160.00	hr	1		\$ -				0	\$ -	
Expense												
Vehicle and Gas	\$ 120.00	day	1			\$ -					0	\$ -
Air Travel	\$ 250.00	Flight	1			\$ -					0	\$ -
Hotel/Food	\$ 125.00	day	1			\$ -				0	\$ -	
Mileage	\$ 0.55	mi	1			\$ -				0	\$ -	
Photocopying	\$ 0.10	copy	1			\$ -				0	\$ -	
Overnight Mail	\$ 15.00	package	1			\$ -				0	\$ -	
Subtask Total						\$ 32,826		\$ 16,298		\$ 118,553		
Task Total						\$ 32,826		\$ 16,298		\$ 118,553		
Scope				Validation laboratory data for CD/SOW required extraction well and monitoring well samples analyzed by ESB from Q1 2024 through Q4 2024. The following sample events and number of primary and QA/QC samples are included: Q1 2025 (quarterly) - 13 Q2 2025 (annual) - 155 Q3 2025 (quarterly) - 13 Q4 2025 (semi-annual) - 117								
Assumptions												
Deliverables				Laboratory data validation reports and data qualifier flags								

TOA 2 - FY 2024/2025
Database Component of Progress Reporting
Remedial Action Consent Decree Implementation for Newmark and Muscocy Operable Units
Newmark Groundwater Contamination Superfund Site

				DB Subtask 1			DB Subtask 2			DB Subtask 3		
				Work With ESB			Laboratory Data Uploads and Reporting			Preparation of QA/QC Control/Trend Charts		
	Rate	Units		Events	Units	Cost	Events	Units	Cost	Events	Units	Cost
Estimated Costs												
Labor												
Principal	15	\$ 244.00	hr	2		\$ -	2		\$ -	2		\$ -
Senior II	13	\$ 219.00	hr	2		\$ -	2		\$ -	2		\$ -
Senior I	12	\$ 208.00	hr	2		\$ -	2		\$ -	2		\$ -
Associate	11	\$ 198.00	hr	2		\$ -	2		\$ -	2		\$ -
Project	10	\$ 182.00	hr	2		\$ -	2		\$ -	2		\$ -
Staff	8	\$ 170.00	hr	2	1	\$ 340.00	2	26	\$ 8,840.00	2	3.5	\$ 1,190.00
Tech/Admin/CADD	7	\$ 160.00	hr	2		\$ -	2		\$ -	2		\$ -
Expenses												
Vehicle and Gas	\$ 120	day	2			\$ -	2		\$ -	2		\$ -
Air Travel	\$ 250	Flight	2			\$ -	2		\$ -	2		\$ -
Hotel/Food	\$ 125	day	2			\$ -	2		\$ -	2		\$ -
Mileage	\$ 0.65	mi	2			\$ -	2		\$ -	2		\$ -
Photocopying	\$ 0.10	copy	2			\$ -	2		\$ -	2		\$ -
Overnight Mail	\$ 15.0	package	2			\$ -	2		\$ -	2		\$ -
Total						\$ 340			\$ 8,840			\$ 1,190
Scope				This task is for working with ESB staff as needed to resolve EDD issues during the year.			This task is for uploading laboratory EDDs to the EQulS database and preparing the PCE/TCE summary results table for the progress reports. This step includes a 10% comparison check of results provided in the EDDs to pdf report based results. Data upload events: February 2025 Quarterly Sampling Round April/May 2025 Annual Sampling Round August 2025 Quarterly Sampling Round October/November 2025 Semi-annual Sampling Round			Prepare QA/QC control/trend charts as required in the OSAP.		
Assumptions							The laboratory will provide complete EDDs with minimal errors.			Will be prepared twice per year for each semi-annual report.		
Deliverables				Unspecified.			Updated database, groundwater sampling results table for progress report.			QA/QC Control/Trend Charts.		

TOA 2 - FY 2024/2025
Database Component of Progress Reporting
Remedial Action Consent Decree Implementation for Newmark and Muscoy Operable Units
Newmark Groundwater Contamination Superfund Site

				DB Subtask 4			DB Subtask 5			Total Hours /Units	Total Costs
				General Database Maintenance			Miscellaneous Database Queries				

 Stantec	Task Order Authorization	ADMIN-373
		Page 1 of 1
		July 13, 2025

CONTRACT: SBMWD PSA
Project Manager: Mark Eisen
Project Number: 185806613

TASK ORDER NUMBER: 3
Office Number: 1858

CLIENT: Name: Steve Miller, Director of Water Utility
 Address: 195 North D Street
 City: San Bernardino State: CA Zip: 92401
 Phone: (909) 384-5107 Fax:

Signing of this Authorization by Client and Stantec Consulting Services, Inc. (hereinafter "Stantec") authorizes Stantec to complete Services as described below under the terms and conditions of the contract identified above.

Project Name:

The Services described below are to be provided by Stantec in conjunction with a Project identified as follows:

Newmark Groundwater Contamination Superfund Site (NGCSS) San Bernardino Basin Model (SBBM) Update Budget FY 2025/2026

Scope of Services:

During FY 2025/2026 the SBBM will be undergoing a major revision and update under the guidance of a steering committee assembled to facilitate a cooperative process of modifying the model to meet the needs of SBMWD, SBVMWD and SBVWCD. Stantec will be representing SBMWD's interests with respect to the NGCSS. Stantec's participation in the steering committee will be funded and contracted for FY 2025/2026 through the PSA associated with this Task Order Authorization. The scope of work that will be performed will be dictated by the steering committee proceedings and as discussed with SBMWD based on the outcome of the steering committee meetings. Activities that will be performed included:

- Participation of the Stantec modeling team in all steering committee meetings, web-meetings and conference calls;
- Fulfillment of data requests made by SS Papadopoulos, Geoscience, Numerical Solutions and other members of the steering committee;
- As needed conference calls with SS Papadopoulos, Geoscience and Numerical Solutions modelers needed to keep the workflow progressing in a collaborative fashion;
- Support services requested by the steering committee members in support of model calibration/update;
- Review of model input and output files, as needed;
- Initiate revisions to the model in the vicinity of the NGCSS area of interest deemed necessary to meet Institutional Controls required groundwater flow model project capabilities. When the scope of Stantec led model revisions becomes apparent, a supplemental scope and cost estimate will be prepared for completing and reporting the proposed scope of work.

This work will be performed under the FY 2025/2026 PSA contract per the billing rates established in the contract. The work will be invoiced separately as this work will be reimbursed through the PFM Account rather than the AIG Commutation Account used for other NGCSS RA activities.

Estimated Cost: \$65,624

Mark Eisen/Joel Thompson	140 hours	\$244 per hr	\$34,160
Michael Bartosek/Claire Archer	140 hours	\$219 per hr	\$30,660
Milaege (6 trips)	1,200 miles	0.67 per mile	\$ 804

APPROVED FOR CLIENT

Signature: _____

Name: _____

Title: _____

Date: _____

APPROVED FOR STANTEC

Signature: 

Name: Mark Eisen

Title: Principal Hydrogeologist

Date: 07/13/25

FY 2025/2026 SCHEDULE OF BILLING RATES
SBMWD CONSENT DECREE COMPLIANCE SERVICES



Charges for all professional, technical, and administrative staff directly charging time to the project will be calculated and billed on the basis of the following schedule.

BILLING LEVEL	HOURLY RATE	DESCRIPTION
3 4 5	\$117 \$128 \$146	Junior Level Position - Independently carries out assignments of limited scope using standard procedures, methods and techniques - Assists senior staff in carrying out more advanced procedures - Completed work is reviewed for feasibility and soundness of judgment - Graduate from an appropriate post-secondary program or equivalent - Generally, one to three years' experience
6 7 8	\$150 \$160 \$170	Fully Qualified Professional Position - Carries out assignments requiring general familiarity within a broad field of the respective profession - Makes decisions by using a combination of standard methods and techniques - Actively participates in planning to ensure the achievement of objectives - Works independently to interpret information and resolve difficulties - Graduate from an appropriate post-secondary program, with credentials or equivalent - Generally, three to six years' experience
9 10 11	\$176 \$182 \$198	First Level Supervisor or First Complete Level of Specialization - Provides applied professional knowledge and initiative in planning and coordinating work programs - Adapts established guidelines as necessary to address unusual issues - Decisions accepted as technically accurate, however may on occasion be reviewed for soundness of judgment - Graduate from an appropriate post-secondary program, with credentials or equivalent - Generally, five to nine years' experience
12 13 14	\$208 \$219 \$230	Highly Specialized Technical Professional or Supervisor of Groups of Professionals - Provides multi-discipline knowledge to deliver innovative solutions in related field of expertise - Participates in short and long range planning to ensure the achievement of objectives - Makes responsible decisions on all matters, including policy recommendations, work methods, and financial controls associated with large expenditures - Reviews and evaluates technical work - Graduate from an appropriate post-secondary program, with credentials or equivalent - Generally, ten to fifteen years' experience with extensive, broad experience
15 16 17	\$244 \$269 \$278	Senior Level Consultant or Management - Recognized as an authority in a specific field with qualifications of significant value - Provides multidiscipline knowledge to deliver innovative solutions in related field of expertise - Independently conceives programs and problems for investigation - Participates in discussions to ensure the achievement of program and/or project objectives - Makes responsible decisions on expenditures, including large sums or implementation of major programs and/or projects - Graduate from an appropriate post-secondary program, with credentials or equivalent - Generally, more than twelve years' experience with extensive experience
18 19	\$294 \$295	Senior Level Management Under Review by Vice President or Higher - Recognized as an authority in a specific field with qualifications of significant value - Responsible for long range planning within a specific area of practice or region - Makes decisions which are far reaching and limited only by objectives and policies of the organization - Plans/approves projects requiring significant human resources or capital investment - Graduate from an appropriate post-secondary program, with credentials or equivalent - Generally, fifteen years experience with extensive professional and management experience

**FY 2025/2026 SCHEDULE OF BILLING RATES
SBMWD CONSENT DECREE COMPLIANCE SERVICES**



Other Direct Disbursements:

Disbursement	Rate
Vehicle Mileage	Prevailing IRS Rate
Subcontract Services	Actual Cost +5%
Travel/Per Diem	Actual Cost +5%
Per Diem	\$ 175/day
Capital Purchases and Expendable Materials	Actual Cost +5%
Postage and Shipping	Actual Cost +5%
Standard Field Equipment	(See Attached Schedule)

Standard Field Equipment:

Standard Field Equipment	Rate
Air Sampling Equipment	\$65/day
Bailer – Disposable	\$10/each
Bailer – Disposable Weighted	\$15/each
Bailer – Quick E-Bailer System	\$85/day
Bailer – Reusable	\$20/day
Drum – 55 Gallons	\$65/each
Digital Camera	\$25/day
Draeger Sampler (tubes not included)	\$30/day
Field Communication – Two-Way Radio	\$20/day
Field Computer	\$55/day
Field Test Kit – Groundwater	\$55/each
Field Test Kit – Soil	\$55/each
Field Test Kit – SVE	\$55/each
Field Vehicle – Mileage	Prevailing IRS rate
Field Vehicle	\$135/day
Field Vehicle – Sampling Truck	\$275/day
Field Vehicle – Truck/Van	\$160/day
Flame Ionization Detector (FID)	\$145/day
Generator	\$70/day
Gloves – Colored Cloth	\$5/pair
Gloves – Colored Leather	\$15/pair
Gloves – Colored Nitrile	\$0.25/pair
Gloves – Kevlar Under Glove	\$5.00/pair
H&S – Level B Safety Equipment	\$185/day
H&S – Level C Safety Equipment	\$95/day
H&S – Level D Safety Equipment	\$60/day
H&S – Traffic Control Equipment	\$65/day
Hand Auger	\$30/day
Low Flow Purge/Sampling System	\$85/day
Meter – Oil/Water Interface	\$60/day
Meter – Anemometer	\$25/day
Meter – CO	\$65/day
Meter – Data Logger	\$140/day
Meter – Dissolved Oxygen	\$65/day
Meter – DO/ORP/Temp/Conductivity	\$100/day
Meter – Dosimeter	\$45/day
Meter – Ferrous Iron	\$5/day
Meter – Flow	\$30/day
Meter – H2S Detector	\$80/day
Meter – LEL/O2	\$80/day
Meter – Magnehelic (Gauge)	\$35/day

**FY 2025/2026 SCHEDULE OF BILLING RATES
SBMWD CONSENT DECREE COMPLIANCE SERVICES**



Standard Field Equipment (continued):

Standard Field Equipment	Rate
Meter – Magnetometer	\$50/day
Meter – Manometer	\$25/day
Meter – Measuring Wheel	\$10/day
Meter – Metal Detector	\$45/day
Meter – Multimeter	\$110/day
Meter – O2/CO2	\$110/day
Meter – ORP	\$25/day
Meter – Other	quote/day
Meter – Ozone	\$25/day
Meter – pH/Temp/Conductivity	\$30/day
Meter – Turbidity	\$70/day
Meter – Dust Monitor	\$120/day
Meter – Velocity	\$25/day
Meter – Water Level Indicator	\$35/day
Photoionization Detector (PID)	\$110/day
Pressure Washer	\$45/day
Pump – Air Sampling	\$45/day
Pump – Centrifugal	\$50/day
Pump – Groundwater Sampling	\$110/day
Pump – Peristaltic	\$50/day
Pump – Trash	\$35/day
Pump – Well Sampling	\$25/day
Pump – Well Sampling/Purge	\$45/day
Reproduction – 11x17 Color Plot/Print/Copy	\$2/copy
Reproduction – 24x36 Color Plot/Print	\$10/copy
Reproduction – 8.5x11 B&W Copies	\$0.15/copy
Reproduction – 8.5x11 Color Copies	\$1.25/copy
Reproduction – Oversized B&W Plot/Print	\$10/copy
Reproduction – Oversized Color Plot/Print	\$15/copy
Soil Sample Ring/Sleeve	\$10/each
Survey Equipment – Laser Plane Level & Receiver	\$200/day
Transducer	\$30/each
Tedlar Bag	\$15/each

NOTE: Other equipment needs will be priced on a per project basis.

**CITY OF SAN BERNARDINO
MUNICIPAL WATER DEPARTMENT**

Received 07-14-25
SBMWD AS
General Manager

**WATER BOARD
STAFF REPORT**

TO: Miguel J. Guerrero, P.E, General Manager 

FROM: Steve R. Miller, Director of Water Utility

SUBJECT: **CONTRACT NO. 1811 – RE CHAFFEE CONSTRUCTION, INC. – CHANGE ORDER NO. 2 – VERDEMONT 2300 PZ EAST WATER FACILITIES PROJECT (PROJECT NO. C1710828)**

DATE: July 8, 2025

CC: W. Huang, T. Brunson, V. Guerrero

BACKGROUND:

In 2007, the Department constructed the Verdemon Phase 1 Water Improvements, to provide a water source supply to the 2300 Pressure Zone. These improvements included multiple booster stations, pipelines, and reservoirs to meet the service demand at that time. In 2009, the design for Verdemon Phase 2 was completed to accommodate additional development within the area. The design included a booster pump station and a 4-million-gallon (MG) reservoir. Since then, development has continued at a steady pace. As such, the Department had to complete a redesign of the Verdemon Phase 2 Water Improvements to meet current water demands. On November 14, 2024, the Water Board approved Contract No. 1811 with RE Chaffee Construction, Inc. (RE Chaffee) for the Verdemon 2300 PZ East Water Facilities Project. The project consists of construction of a 1MG steel reservoir, 3500 gallons per minute booster station, and approximately 2900 feet of various sized ductile iron pipe.

Upon excavation the Contractor encountered excess rock which required breaking prior to removal. The breaking of the rock was not anticipated as necessary as such was not included in the original scope of work. The Department and Contractor agreed to share responsibility for the breaking of the excess rock at 50% equally.

The original scope of work for the project did not include re-routing of the surge anticipator line. However, upon excavation Contractor discovered that the line conflicted with an existing manhole. As such, the Contractor had to re-route the anticipator line to avoid the conflict.

Upon the Department's request, the Contractor removed and reinstalled 24' for 24" RCP on a Time and Materials basis. This was necessary to accommodate for the incorrect elevation and slope callout on the plans.

In addition, the Contractor discovered that the elevation of the top of the vault was 3.35' deeper than what was specified on the plans. To correct the elevation difference, the Contractor had to perform additional work to extend the existing vault walls. This work was completed on a time and Materials basis.

Upon the Department's request, the Contractor installed an additional fire hydrant along the access road.

Miguel J. Guerrero, P.E., General Manager

July 8, 2025

Page 2

**SUBJECT: CONTRACT NO. 1811 – RE CHAFFEE CONSTRUCTION, INC. –
CHANGE ORDER NO. 2 – VERDEMONT 2300 PZ EAST WATER
FACILITIES PROJECT (PROJECT NO. C1710828)**

The original scope of work did not include installation of a protective riprap at the entrance of the site's drainage facilities. However, upon the first rain event, it was apparent that a riprap pad was needed. Upon the Department's request, the Contractor installed the riprap pad on a time and Materials basis.

Change Order No. 2 in the amount of \$98,525.96 has been prepared for this extra work to be performed by RE Chaffee under Contract No. 1811. A complete summary of the Change Order items prepared by the Department's Contracts section is attached.

GOALS AND OBJECTIVES:

This project aligns with the Department's Strategic Plan under Goal No. 2: Modernize and Secure Critical Infrastructure, Subgoal No. 3: Deliver Priority Capital Projects.

FISCAL IMPACT:

The funding source for this project is the FY 2025/2026 Water Fund Capital Improvement Project titled *2300 Zone 1 MG Reservoir* (Project No. C1710828) which currently has a total of \$326,109.13 in unencumbered funds.

RECOMMENDATION:

Staff recommends that the Water Board make the following motion:

- Approve the Change Order No. 2 to Contract No. 1811 with RE Chaffee Construction, Inc. in the amount of NINETY-EIGHT THOUSAND FIVE HUNDRED TWENTY-FIVE AND 96/100 DOLLARS (\$98,525.96) and authorize the General Manager to execute the change order.

Respectfully submitted,


Steve Miller (Jul 11, 2025 15:20 PDT)

Steve R. Miller
Director of Water Utility

Attachments – Change Order No. 2 to Contract No. 1811

sdm

CONTRACT NO. 1811
CHANGE ORDER NO. 2

DATE: July 8, 2025

OWNER: CITY OF SAN BERNARDINO MUNICIPAL WATER DEPARTMENT

CONTRACTOR: RE CHAFFEE CONSTRUCTION, INC.

PROJECT: VERDEMONT 2300 PZ EAST WATER FACILITIES PROJECT

You are hereby requested to make the following described changes and/or additions to the project scope of work:

Item No.	Description Changes and/or Additions	Decrease Contract Price (Contract Time)	Increase Contract Price (Contract Time)
1	Additional rock breaking		\$20,692.43
2	Re-routing of surge anticipator line		\$8,573.07
3	Addition of new 24" RCP		\$22,162.98
4	Additional vertical extension of existing walls		\$3,151.87
5	Additional fire hydrant		\$14,219.61
6	Additional placement of riprap pad		\$29,726.00
	TOTAL		\$98,525.96
Original Contract Amount			\$10,115,361.00
Net Increase Due To Change Order No. 1			\$413,449.01
Contract Amount Prior To This Change Order			\$10,528,810.01
Net Increase Due To This Change Order			\$98,525.96
Net Contract Amount, Including This Change Order			\$10,627,335.97
Net Change in Contract Price			0.97%

The additional work contained with this Change Order can be performed incidental to the prime work and any Change Order work issued to date and is able to be completed concurrently with remaining work to be performed under the items of the Contract, without interference or delay to the Contractor. The work required by the Change Order can be completed within the time allotted for the original Contract plus the extensions to the Contract time made by this and any previously issued Change Orders.

The amounts indicated above shall be compensation in full for the work described including all direct and indirect, incidental or consequential costs or expenses, including but not limited to, extended overhead and other impact costs that have been or will be incurred by the Contractor.

The Contract Duration is extended by fourteen (14) Calendar Days; the Completion Date is now December 18, 2025.

Contract No. 1811
Change Order No. 2

ACCEPTED BY: _____ DATE: _____
REPRESENTATIVE
RE CHAFFEE CONSTRUCTION, INC.

RECOMMENDED BY: _____ DATE: _____
REPRESENTATIVE
CITY OF SAN BERNARDINO MUNICIPAL WATER DEPARTMENT

RECOMMENDED BY: _____ DATE: _____
DIRECTOR OF WATER UTILITY
CITY OF SAN BERNARDINO MUNICIPAL WATER DEPARTMENT

APPROVED BY: _____ DATE: _____
GENERAL MANAGER
CITY OF SAN BERNARDINO MUNICIPAL WATER DEPARTMENT
(or)
PRESIDENT, WATER BOARD
CITY OF SAN BERNARDINO

**CONTRACT NO. 1811
CHANGE ORDER NO. 2
ITEM NO. 1 BREAKDOWN**

Description:	Additional rock breaking
Reason:	The Contractor encountered excess rock during excavation. Due to the size of the rock, breaking was required prior to removal. This breaking and removal work was not included in the original scope of work. The Department and Contractor agreed to share responsibility for the excess rock at 50% equally. The price includes all labor, equipment, and materials to break the rock. The removal of said rocks will be handled by a separate change order request.
Prior Approval:	Ted Brunson; Steve Miller; Miguel Guerrero
Contractors	
Proposed Cost:	\$20,692.43
Total Cost:	\$20,692.43
Time Extension:	0 Calendar Days

**CONTRACT NO. 1811
CHANGE ORDER NO. 2
ITEM NO. 2 BREAKDOWN**

Description:	Re-routing of surge anticipator line
Reason:	The original scope of work did not include re-routing of the surge anticipator line. However, due to an existing manhole, it was necessary to re-route the surge anticipator line around the manhole. As such, the Contractor was directed to complete the work. The price includes all labor, equipment and materials to perform the work.
Prior Approval:	Ted Brunson; Steve Miller; Miguel Guerrero
Contractors Proposed Cost:	\$8,573.07
Total Cost:	\$8,573.07
Time Extension:	0 Calendar Days

**CONTRACT NO. 1811
CHANGE ORDER NO. 2
ITEM NO. 3 BREAKDOWN**

Description:	Addition of new 24" RCP
Reason:	The elevation and slope callout on the Contract plans were incorrectly listed. As such, the removal of approximately 24' of 24" RCP followed by reinstallation of the same was required. The work was completed on a Time and Materials basis. The price includes all labor, equipment and materials to perform the work.
Prior Approval:	Ted Brunson; Steve Miller; Miguel Guerrero
Contractors Proposed Cost:	\$22,162.98
Total Cost:	\$22,162.98
Time Extension:	0 Calendar Days

**CONTRACT NO. 1811
CHANGE ORDER NO. 2
ITEM NO. 4 BREAKDOWN**

Description: Additional vertical extension of existing walls

Reason: The Contractor discovered that the elevation of the top of the vault was 3.35' deeper than what was specified on the plans. To correct the elevation difference, the Contractor had to perform additional work to extend the existing vault walls. This work was completed on a Time and Materials basis. The price includes all labor, equipment and materials to perform the work.

Prior Approval: Ted Brunson; Steve Miller; Miguel Guerrero

**Contractors
Proposed Cost:** \$3,151.87

Total Cost: \$3,151.87

Time Extension: 0 Calendar Days

**CONTRACT NO. 1811
CHANGE ORDER NO. 2
ITEM NO. 5 BREAKDOWN**

Description:	Additional fire hydrant
Reason:	Upon the Department's request, the Contractor installed an additional fire hydrant along the access road. This work was completed on a Time and Materials basis. The price includes all labor, equipment and materials to perform the work.
Prior Approval:	Ted Brunson; Steve Miller; Miguel Guerrero
Contractors	
Proposed Cost:	\$14,219.61
Total Cost:	\$14,219.61
Time Extension:	0 Calendar Days

**CONTRACT NO. 1811
CHANGE ORDER NO. 2
ITEM NO. 6 BREAKDOWN**

Description: Additional placement of riprap pad

Reason: The original scope of work did not include installation of a protective riprap at the entrance of the site's drainage facilities. However, upon the first rain event, it was apparent that a riprap pad was needed. Upon the Department's request, the Contractor installed the riprap pad on a Time and Materials basis. The price includes all labor, equipment and materials to perform the work.

Prior Approval: Ted Brunson; Steve Miller; Miguel Guerrero

**Contractors
Proposed Cost:** \$29,726.00

Total Cost: \$29,726.00

Time Extension: 0 Calendar Days

**CITY OF SAN BERNARDINO
MUNICIPAL WATER DEPARTMENT**

Received 07-14-25
SBMWD AS
General Manager

**WATER BOARD
STAFF REPORT**

TO: Miguel J. Guerrero, P.E., General Manager 
FROM: Jennifer L. Shepardson, Director of Environmental & Regulatory Compliance
SUBJECT: **PROPERTY INSURANCE RENEWAL - FISCAL YEAR (FY) 2025/2026**
DATE: July 7, 2025
COPIES: C. Mouser, E. Razo, File

BACKGROUND:

On July 31, 2025, the City of San Bernardino Municipal Water Department will need to renew its property insurance coverage for fiscal year 2025/2026, covering approximately \$532,159,976 in water, wastewater treatment, and sewer collection system real and personal property. The renewal includes earthquake and flood coverage for high priority sites. The annual premium for \$400 million of property coverage, which includes \$10 million in earthquake and flood coverage, has been quoted by Zurich, the Department's current carrier, at \$1,087,817, which is an increase over fiscal year 2024/2025 property coverage of approximately 1.4%. The first excess layer of earthquake and flood coverage offered by Vikco/Lloyds of London provides the same coverage, \$10 million, as last fiscal year's excess coverage policy at a cost of \$155,880. This cost is approximately a 3.6% increase over last year's premium. This increase is due to the increased value in the Department's covered assets. The new administration building and the water reclamation tertiary treatment system were added this year to the asset pool. The second layer of excess coverage for earthquake and flood risks premium cost, provided by Landmark, decreased by 35.2% over last fiscal year's premium. This coverage consists of \$5 million over \$20 million in coverage. This coverage costs are \$52,690. The reduction in premium was due to claim history and expectations of risks that would exceed \$20 million dollars are low. Therefore, total earthquake and flood coverage is set at \$25 million dollars.

Overall, the premiums for property, earthquake and flood insurance for this fiscal year are 0.67% lower than the premiums in fiscal year 2024/2025. There are adequate budgeted funds to cover the costs of these premiums.

Water Department staff continue to work with its insurance broker, Marsh Risk & Insurance Services (Marsh), to find the most appropriate insurance coverage strategy for Department-owned property. Marsh requested coverage quotes from insurers based on the Department's overall asset values and claim history.

The renewing policies offers identical sublimit to fiscal year 2024/2025. The renewing Zurich policy also includes the same characterization of flood hazard areas as the fiscal year 2024/2025 policy. Per Zurich's quote:

"The Flood deductible no longer applies FEMA based Special and Moderate Flood Hazard Areas (SFHA and MFHA). Instead the Flood

deductible now applies to property within High or Medium Hazard Zones. The property subject to the High or Medium Hazard Zone deductible will be identified on an appendix attached to the policy. The placement of property within the High or Medium Flood Hazard areas is determined at policy inception based upon the Company's normal flood modeling risk assessment method.”

Based on review of the quote, all Water Department property that regularly houses staff is characterized as High Flood Hazard Areas by Zurich. Therefore, the Department's deductible for a flood event affecting these areas would be \$500,000. All other Department property affected by a flood events would carry a \$100,000 deductible with this coverage.

GOAL:

The request to approve the annual renewal of property, earthquake and flood insurance; and authorize the General Manager to bind all policies effective July 31, 2025; aligns with the Department's 2025 Strategic Plan Goal #5: Ensure Financial Health & Transparency. The acquisition of this insurance coverage will assist the Department's management team in risk-related cost budgeting and aid them in long-term financial planning for all Department's enterprise funds.

FISCAL IMPACT

As mentioned previously, funds have been budgeted in fiscal year 2025/2026 to insure \$400,000,000 in property, with \$25,000,000 in earthquake and flood hazard coverage. The funding breakdown is as follows:

Section	Department Fund	Budgeted Amount	Total Property Premium Zurich	Total Earthquake (Difference in Condition) Vikco/Lloyds of London (\$10M X \$10M)	Total Earthquake (Difference in Condition) Landmark Premium (\$5M X \$20 M)	Sum of Property with DIC Premium
Water	1000-3090-5119	\$708,000	\$567,188	\$81,276	\$27,472	\$675,936
Sewer (Collections & Treatment)	2000-4090-5119	\$592,000	\$474,179	\$67,948	\$22,968	\$565,095
RIX	3000-5025-5119	\$58,000	\$46,450	\$6,656	\$2,250	\$55,356
Total:		\$1,358,000	\$1,087,817	\$155,880	\$52,690	\$1,296,387

Miguel J. Guerrero, P.E., General Manager

Page | 3

July 7, 2025

SUBJECT: Property Insurance Renewal – Fiscal Year 2025/2026

RECOMMENDATION:

It is recommended that the Water Board make the following motions:

- **Approve the annual property insurance including earthquake and flood coverage renewal premium in the amount of \$1,296,387 for fiscal year 2025/2026; and**
- **Authorize the General Manager to bind the renewal policies effective July 31, 2025.**

Respectfully submitted,



Jennifer L. Shepardson

Director of Environmental of Environmental & Regulatory Compliance

Attachments: SBMWD 2025 – 2026 Property Quote Comparison

Zurich CSBMWD 2025/2026 Proposal

DIC \$10M xs \$10M Vikco Lloyds of London 2025/2026

DIC \$5M xs \$20M Landmark 2025/2026

ALL RISK PROPERTY PROGRAM HIGHLIGHTS			
COVERAGE	Zurich Expiring Program	Zurich Renewal Program	Change %
Total Insurable Value	\$469,743,988	\$532,159,976	13.3%
Policy Limit per Occurrence	\$400,000,000	\$400,000,000	0.0%
Vehicles (parked at premises)	Include - refer to endorsement	Include - refer to endorsement	
Engineering Fee	\$13,100	\$15,400	17.6%
Annual Premium (excl TRIA, excl Engineering Fee)	\$1,073,319	\$1,056,798	-1.5%
Terrorism (TRIA) - Optional	\$5,358	\$7,144	33.3%
Commission	15%	15%	0.0%
NET Annual Premium (excl TRIA, excl Engineering Fee)	\$912,321	\$898,278	-1.5%
Gross Property Rate	0.2285	0.1986	-13.1%
Net Property Rate	0.1942	0.1688	-13.1%
Total NET Cost (incl NET Premium and Engineering Fee)	\$925,421	\$913,678	-1.3%
EXCESS EARTHQUAKE (DIC) PROGRAM HIGHLIGHTS			
COVERAGE	Vikco/Lloyds of London Expiring Program	Vikco/Lloyds of London Renewal Program	Change %
Total Insurable Value	\$436,286,517	\$532,163,637	22.0%
Policy Limit per Occurrence	\$10,000,000 excess of \$10,000,000	\$10,000,000 excess of \$10,000,000	
Annual Premium (excl TRIA and Fees)	\$150,520	\$155,880	3.6%
Commission	13.0%	13.0%	0.0%
NET Annual Premium (excl TRIA and Fees)	\$130,952	\$135,616	3.6%
Policy Fees	\$400	\$400	0.0%
Surplus Lines Taxes and Fees	\$4,799	\$4,970	3.6%
Gross Rate	0.0345	0.0293	-15.1%
Net Rate	0.0300	0.0255	-15.1%
Total NET Cost	\$136,152	\$140,985	3.6%
COVERAGE	Landmark 10x20 Expiring Program	Landmark 5x20 Renewal Program	Change %
Total Insurable Value	\$436,286,517	\$532,163,637	-18.0%
Policy Limit per Occurrence	\$5,000,000 excess of \$20,000,000	\$5,000,000 excess of \$20,000,000	
Annual Premium (excl TRIA and Fees)	\$81,345	\$52,690	-4.5%
Commission	13.0%	13.0%	0.0%
NET Annual Premium (excl TRIA and Fees)	\$70,770	\$45,840	-4.5%
Policy Fees	\$0	\$400	0.0%
Surplus Lines Taxes and Fees	\$2,587	\$1,688	-4.5%
Gross Rate	0.0186	0.0099	-4.5%
Net Rate	0.0162	0.0086	-4.5%
Total NET Cost	\$73,357	\$47,929	-4.5%
COVERAGE	Expiring Program	TBD 5x25 Renewal Program	Change %
GRAND TOTAL - NET COST	\$1,134,930	\$1,109,736	-2.2%

ALL RISK PROPERTY PROGRAM HIGHLIGHTS

COVERAGE	Zurich Expiring Program	Zurich Renewal Program	Change %
Total Insurable Value	\$469,743,988	\$532,159,976	13.3%
Policy Limit per Occurrence	\$400,000,000	\$400,000,000	0.0%
Vehicles (parked at premises)	Include - refer to endorsement	Include - refer to endorsement	
Engineering Fee	\$13,100	\$15,400	17.6%
Annual Premium (excl TRIA, excl Engineering Fee)	\$1,073,319	\$1,087,817	1.4%
Terrorism (TRIA) - Optional	\$5,358	\$7,144	33.3%
Commission	15%	15%	0.0%
NET Annual Premium (excl TRIA, excl Engineering Fee)	\$912,321	\$924,644	1.4%
Gross Property Rate	0.2285	0.2044	-10.5%
Net Property Rate	0.1942	0.1738	-10.5%
Total NET Cost (incl NET Premium and Engineering Fee)	\$925,421	\$940,044	1.6%
KEY SUBLIMITS			
Earth Movement	\$10,000,000	\$10,000,000	
Equipment Breakdown	Policy Limit	Policy Limit	
Flood	\$30,000,000 except \$10,000,000 SFHA - Refer to list on quote for scheduled locations in SFHA	\$30,000,000 except \$10,000,000 SFHA - Refer to list on quote for scheduled locations in SFHA	
Named Storm	Policy Limit	Policy Limit	
Time Element / Gross Earnings / Extra Expense	\$10,000,000	\$10,000,000	
KEY ADDITIONAL SUBLIMITS			
Account Receivables	\$400,000,000	\$400,000,000	
Contractor's Equipment	Included as part of misc. personal property of \$10,000,000	Included as part of misc. personal property of \$10,000,000	
Course of Construction	\$10,000,000	\$10,000,000	
Computer Systems Damage	\$250,000 Annual Aggregate	\$250,000 Annual Aggregate	
Debris Removal	\$400,000,000	\$400,000,000	
Errors & Omissions	\$5,000,000	\$5,000,000	
Expediting Expenses	\$10,000,000	\$10,000,000	
Fine Arts	\$1,000,000/\$50,000 per item	\$1,000,000/\$50,000 per item	
Fire Department Service Charge	\$400,000,000	\$400,000,000	
Impounded Water	30 days/\$400,000,000	30 days/\$400,000,000	
Increased Cost of Construction	\$25,000,000	\$25,000,000	
Land or Water Clean-up	\$1,000,000	\$1,000,000	
Machinery or Equipment Startup	\$5,000,000/30 days	\$5,000,000/30 days	
Miscellaneous Personal Property	\$5,000,000	\$5,000,000	
Miscellaneous Unnamed Location	\$10,000,000	\$10,000,000	
Newly Acquired Property	\$25,000,000/120 days	\$25,000,000/120 days	
Off Premises Service Interruption	\$5,000,000	\$5,000,000	
Outdoor Property	\$2,500,000/\$250,000 per occurrence/\$1,000 per tree	\$2,500,000/\$250,000 per occurrence/\$1,000 per tree	
Protection and Preservation of Property	\$1,000,000 Annual Aggregate / 48 hours Time Element	\$1,000,000 Annual Aggregate / 48 hours Time Element	
Professional Fees	\$250,000	\$250,000	
Service Interruption	\$5,000,000	\$5,000,000	

Spoilage	\$1,000,000	\$1,000,000	
Transit	\$1,000,000	\$1,000,000	
Valuable Papers and Records	\$25,000,000	\$25,000,000	
Underground tanks and pipes	\$5,000,000	\$5,000,000	
Wells	\$5,000,000	\$5,000,000	
KEY TIME ELEMENT SUBLIMITS			
Attraction Property	\$1,000,000	\$1,000,000	
Civil Authority	\$10,000,000/30 days/1 mile	\$10,000,000/30 days/1 mile	
Contingent Time Element	\$1,000,000	\$1,000,000	
Crisis Management	\$100,000/30 days/1 mile	\$100,000/30 days/1 mile	
Extended Period of Liability	180 days	180 days	
Extra Expense	\$10,000,000	\$10,000,000	
Ingress & Egress	\$10,000,000/30 days	\$10,000,000/30 days	
Leasehold Interest	Included as part of Extra Expense	Included as part of Extra Expense	
Ordinary Payroll	\$5,000,000/180 days	\$5,000,000/180 days	
Rental Value	Included as part of Gross Earnings	Included as part of Gross Earnings	
Soft Costs	Included in COC sublimit	Included in COC sublimit	
KEY DEDUCTIBLES/Waiting Periods			
Policy Deductible	\$100,000	\$100,000	
Breakdown of Equipment	\$100,000 PD; 1 x ADV	\$100,000 PD; 1 x ADV	
Earth Movement (Annual Agg)	5% PD and 5% TE subject to \$100,000 min.	5% PD and 5% TE subject to \$100,000 min.	
Water Damage	\$100,000	\$100,000	
Flood (Annual Agg)	\$100,000	\$100,000	
SFHA Flood	\$500,000 - Refer to list on quote for scheduled locations in SFHA	\$500,000 - Refer to list on quote for scheduled locations in SFHA	
Hail and Windstorm	\$100,000	\$100,000	
Named Storm	\$100,000	\$100,000	
Off Premises Service Interruption	24 hours	24 hours	
Computer Systems Damage	48 hours	48 hours	
Crisis Management	48 hours	48 hours	

EXCESS EARTHQUAKE (DIC) PROGRAM HIGHLIGHTS

COVERAGE	Vikco/Lloyds of London Expiring Program	Vikco/Lloyds of London Renewal Program	Change %
Total Insurable Value	\$436,286,517	\$532,163,637	22.0%
Policy Limit per Occurrence	\$10,000,000 excess of \$10,000,000	\$10,000,000 excess of \$10,000,000	
Annual Premium (excl TRIA and Fees)	\$150,520	\$155,880	3.6%
Commission	13.0%	13.0%	0.0%
NET Annual Premium (excl TRIA and Fees)	\$130,952	\$135,616	3.6%
Policy Fees	\$400	\$400	0.0%
Surplus Lines Taxes and Fees	\$4,799	\$4,970	3.6%
Gross Rate	0.0345	0.0293	-15.1%
Net Rate	0.0300	0.0255	-15.1%
Total NET Cost	\$136,152	\$140,985	3.6%

COVERAGE	Landmark 10x20 Expiring Program	Landmark 5x20 Renewal Program	Change %
Total Insurable Value	\$436,286,517	\$532,163,637	-18.0%
Policy Limit per Occurrence	\$5,000,000 excess of \$20,000,000	\$5,000,000 excess of \$20,000,000	
Annual Premium (excl TRIA and Fees)	\$81,345	\$52,690	-4.5%
Commission	13.0%	13.0%	0.0%

NET Annual Premium (excl TRIA and Fees)	\$70,770	\$45,840	-4.5%
Policy Fees	\$0	\$400	0.0%
Surplus Lines Taxes and Fees	\$2,587	\$1,688	-4.5%
Gross Rate	0.0186	0.0099	-4.5%
Net Rate	0.0162	0.0086	-4.5%
Total NET Cost	\$73,357	\$47,929	-4.5%

COVERAGE	Expiring Program	TBD 5x25 Renewal Program	Change %
GRAND TOTAL - NET COST	\$1,134,930	\$1,136,102	0.1%

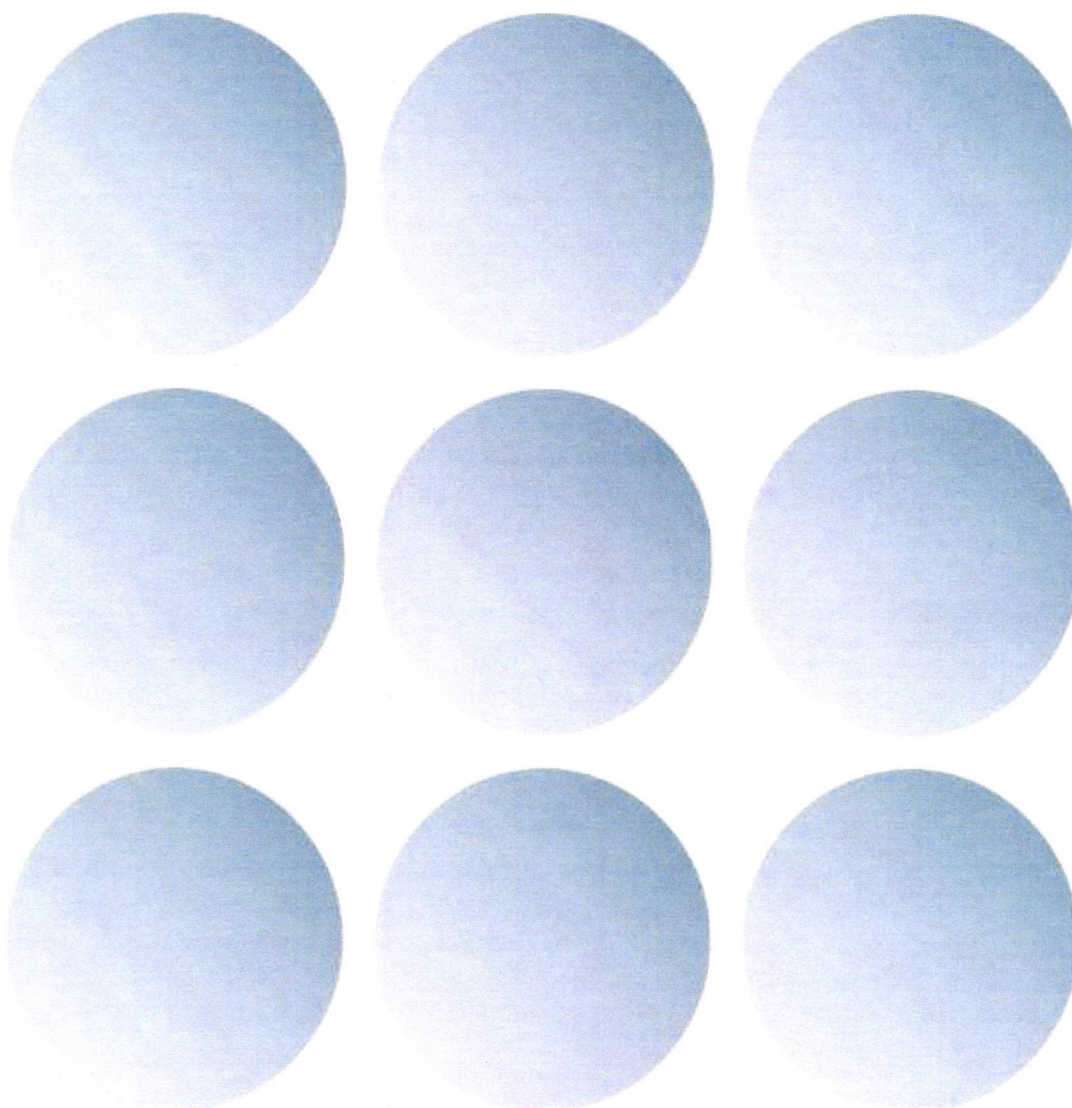


City of San Bernardino Municipal Water Department

Property Program

Proposal

REVISED 6.25.25



If you want to learn more about the compensation Zurich pays agents and brokers visit:
<http://www.zurichnaproducercompensation.com> or call the following toll-free number: (866) 903- 1192.
This Notice is provided on behalf of Zurich American Insurance Company and its underwriting subsidiaries.



1. Details

1.1. Insurer and Relationship Details

Zurich North America
777 S Figueroa St
Los Angeles, CA 90017

Contact Name: Tim Coleman
Telephone:
Mobile: (714) 307-2446
Email: timothy.coleman1@zurichna.com

Policy Issuing Company:
Zurich American Insurance Company

1.2. Named Insureds

City of San Bernardino Municipal Water Department
399 Chandler Pl
San Bernardino, California 92408-2014

hereafter referred to as the **First Named Insured**.

The following are all hereafter referred to as the "Insured", including legal representatives.

The **First Named Insured**; and

any subsidiary of the **First Named Insured**. The **First Named Insured's** interest in any partnership, joint venture or other legal entity in which the **First Named Insured** has management control or ownership as now constituted or hereafter is acquired.

1.3. Broker

Dexter Moreno, AVP, Property Advisory & Placement
Marsh Risk & Insurance Services
633 W 5th Street Ste 1200
Los Angeles, CA 90071

1.4. Period of Insurance

Policy Inception: July 31, 2025
Policy Expiration: July 31, 2026

Coverage begins July 31, 2025 at 12:01 AM
Coverage ends July 31, 2026 at 12:01 AM

1.5. Zurich Share

Zurich's proportionate share of loss or damage after the application of any deductible amount is:
100% Quota Share Being \$400,000,000 part of a \$400,000,000 primary loss layer

1.6. Program Overview

This proposal is presented to you with the understanding that neither Zurich nor any of its subsidiaries, affiliates, or employees, offer, or purport to offer, advice to you concerning the proper financial, accounting, or tax treatment for the policy(ies) of insurance referenced herein and nothing herein should be considered to constitute such advice. If accounting advice, tax advice, or other expert professional assistance is required, you should consult with your own accountant, adviser, counsel, or other similar competent professional with expertise in the required area.

Reference to Zurich include: Zurich, Company, us, we, our, Insurer

Reference to Insured include: Insured, Customer, Customers, you

Reference to defined terms in a policy are normally in **BOLD**

Reference to Capitalized terms are normally done for emphasis

2. Cover

2.1. Notice

This Property Insurance Proposal may differ from the original specifications requested and only the coverage(s), limitations, terms and conditions contained in this Property Insurance Proposal shall apply.

2.2. Conditions

a. Contractual Document(s)

This Property Insurance Proposal is subject to the terms and conditions of the form unless indicated otherwise. While this Property Insurance Proposal attempts to summarize and highlight the proposed policy form, it is not complete, and the policy form should be reviewed for complete details. It is important to carefully read the policy and its endorsements to determine rights, duties and what is and is not covered. In the event of any inconsistencies between the proposal and the policy form referenced, the policy language controls.

b. Basis of Cover

Loss or Damage Insured: This Policy insures against direct physical loss of or damage from a **Covered Cause of Loss**, meaning from any cause unless otherwise excluded, that commences during the Policy Period, to Property Insured, at an Insured Location all subject to the terms, conditions and exclusions stated in the Policy.

No coverage can be provided in violation of any U.S. economic or trade sanctions laws or regulations. Such coverage, which may be in violation of any U.S. economic or trade sanctions laws and regulations, shall be null and void and the Company shall not be liable to make any payments or provide any defense under the policy.

Valuation:

In the event of any claim for direct physical loss of or damage to Property Insured, the basis of adjustment is on a **Replacement Cost** basis unless a specific valuation applies. **Replacement Cost** shall be the cost to repair, rebuild or replace the damaged property (without deduction for depreciation) with materials of like kind, quality and capacity at the same or another site, but no more than the lesser of:

The cost to repair;

The cost to rebuild or replace on the same or another site with materials of equivalent size, kind, quality and capacity;

The necessary cost actually expended in repairing, rebuilding or replacing on the same or another site, but not exceeding the operating capacity that existed at the time of the loss; or

The Limits of Liability applicable to the lost or damaged property.

Other Valuation as follows:

Finished Stock	Selling Price
Merchandise that carries the <u>Insured's brand or trade name</u>	Replacement Cost
All other Merchandise	Replacement Cost
Vehicles	Actual Cash Value

d. Policy Territory

Coverage under this Policy applies to all covered loss or damage that takes place in the United States of America (USA), its territories and possessions, including the District of Columbia and the Commonwealth of Puerto Rico.

For the Contingent Time Element and International Interdependency Special Coverages and Off Premises Service Interruption **Cyber Event** coverage, where the territory is extended to worldwide, the following Restricted Countries are excluded:

Afghanistan, Albania, Algeria, Angola, Armenia, Azerbaijan, Belarus, Benin, Botswana, Burkina Faso, Burundi, Cameroon, Cape Verde, Central African Republic, Chad, Comoros, Republic of Congo, Democratic Republic of the Congo, Cuba, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gabon, Gambia, Ghana, Guinea, Guinea-Bissau, Georgia, Haiti, Iran, Iraq, Ivory Coast, Kazakhstan, Kampuchea (Cambodia), Kenya, Kyrgyzstan (Kyrgyz Republic), Laos, Lebanon, Lesotho, Liberia, Libya, Macedonia, Madagascar, Malawi, Mali, Mauritania, Mayotte, Mongolia, Montenegro, Mozambique, Myanmar (Burma), Namibia, Niger, Nigeria, North Korea, Pakistan, Palestine, Reunion, Russian Federation, Rwanda, Sao Tomé and Príncipe, Senegal, Serbia, Sierra Leone, Somalia, Sri Lanka, Southern Sudan, Sudan, Swaziland, Syria, Tajikistan, Tanzania, Tibet, Togo, Turkmenistan, Uganda, Ukraine, Uzbekistan, Western Sahara, Yemen, Zambia, Zimbabwe.

f. Insured Location

An Insured Location is a **Location**:

Listed on a Schedule of Locations on file with Company; per most recent statement of values.

Covered as a **Miscellaneous Unnamed Location**; and

Covered under the terms and conditions of the Newly Acquired Coverage or Errors and Omissions Coverage.

g. Currency

All amounts, including deductibles and Limits of Liability, indicated in this Policy are in USD unless otherwise indicated by the three-letter currency designator as defined in Table A.1 Currency and Funds code list, International Standards Organization, ISO 4217, edition effective at the inception date of this Policy.

2.3. Policy Limits of Liability

The Policy Limit is \$400,000,000 for the total of all coverages combined regardless of the number of **Locations** involved subject to the following provisions:

- a. The Company will pay no more in any one (1) **Occurrence** than its proportionate share of the Policy Limit.
- b. Limits of Liability stated below or elsewhere in this Policy are part of and not in addition to the Policy Limit.
- c. When an **Annual Aggregate** Limit of Liability is shown, the company's maximum amount payable will not exceed such **Annual Aggregate** Limit of Liability.
- d. The most the Company will pay in an **Occurrence** caused by a **Described Cause of Loss** is the Limit of Liability for that **Described Cause of Loss**.

Limits of Liability in an **Occurrence** apply to the total loss or damage, including any insured Time Element loss, at all **Locations** and for all coverages involved.

f. Limits of Liability

The following are the Limits of Liability (including Time and Distance limitations) in any one (1) **Occurrence** unless otherwise shown. The Company will pay no more in any one (1) **Occurrence** than its proportionate share.

When **NCP** is shown in the Declarations for any Special Coverage, **Described Cause of Loss** or portion of coverage, in this Policy, then any loss or damage caused by or falling within the coverage provided by that Special Coverage, **Described Cause of Loss** or portion of coverage, is not covered under this Policy.

(1) PROPERTY DAMAGE AND TIME ELEMENT

Limits of Liability	Coverage Part										
\$400,000,000	PROPERTY DAMAGE AND TIME ELEMENT Property Damage and Time Element combined at scheduled Locations : on file with the Company per most recent statement of values But not to exceed: <table><tr><td>\$10,000,000</td><td>for new construction or additions at all Locations</td></tr><tr><td>\$10,000,000</td><td>GROSS EARNINGS not to exceed 12 months</td></tr><tr><td>\$10,000,000</td><td>GROSS PROFIT not to exceed 12 months</td></tr><tr><td>\$10,000,000</td><td>EXTRA EXPENSE and LEASEHOLD INTEREST (combined)</td></tr><tr><td>180 DAYS</td><td>EXTENDED PERIOD OF LIABILITY</td></tr></table>	\$10,000,000	for new construction or additions at all Locations	\$10,000,000	GROSS EARNINGS not to exceed 12 months	\$10,000,000	GROSS PROFIT not to exceed 12 months	\$10,000,000	EXTRA EXPENSE and LEASEHOLD INTEREST (combined)	180 DAYS	EXTENDED PERIOD OF LIABILITY
\$10,000,000	for new construction or additions at all Locations										
\$10,000,000	GROSS EARNINGS not to exceed 12 months										
\$10,000,000	GROSS PROFIT not to exceed 12 months										
\$10,000,000	EXTRA EXPENSE and LEASEHOLD INTEREST (combined)										
180 DAYS	EXTENDED PERIOD OF LIABILITY										

180 days not to exceed
\$5,000,000 **ORDINARY PAYROLL**

180 days not to exceed
\$5,000,000 **WAGES**

(2) SPECIAL COVERAGES

NCP	BETTER GREEN™ UPGRADE
30 days for property within 1 mile(s), not to exceed \$10,000,000	CIVIL OR MILITARY AUTHORITY
\$5,000,000	CLOUD SERVICE AND COMMUNICATION INTERRUPTION and OFF PREMISES SERVICE INTERRUPTION combined
NCP	COMPLETED CIVIL ENGINEERING STRUCTURES
\$250,000	COMPUTER SYSTEMS DAMAGE in the Annual Aggregate
\$1,000,000	CONTINGENT TIME ELEMENT but not to exceed the following limits: NCP per scheduled Direct Dependent Time Element Location ; NCP per scheduled Indirect Dependent Time Element Location ; \$1,000,000 per unscheduled Direct Dependent Time Element Location ; but not to exceed NCP for Extra Expense, however, NCP for Earth Movement , NCP for Flood , NCP for Named Storm , NCP for Cyber Event ; NCP per unscheduled Indirect Dependent Time Element Location ; NCP for Indirect Dependent Time Element Location as defined in policy line 7.33.b. (3rd or more tiers); \$1,000,000 per ATTRACTION PROPERTIES Located within 1 mile(s) of the Insured Location; however, NCP for Cyber Event , Earth Movement , Flood , or Named Storm ;
NCP	CONTRACT PENALTIES
30 days for events within 1 mile(s), not to exceed \$100,000	CRISIS EVENT in the Annual Aggregate
\$2,500,000	DECONTAMINATION COSTS
NCP	DELAY IN COMPLETION
NCP	EMERGENCY EVACUATION EXPENSE - IMPENDING LOSS
\$5,000,000	ERRORS AND OMISSIONS
\$10,000,000	EXPEDITING COSTS
\$1,000,000	FINE ARTS but not to exceed \$50,000 limit per item
NCP	HISTORICAL BUILDINGS PRESERVATION
30 days	IMPOUNDED WATER
\$25,000,000	INCREASED COST OF CONSTRUCTION

30 days for property within 1 mile(s), not to exceed \$10,000,000	INGRESS/EGRESS
NCP	INTERNATIONAL INTERDEPENDENCY
NCP	INTERRUPTION BY FOOD BORNE ILLNESS OR COMMUNICABLE DISEASE
\$1,000,000	LAND AND WATER CONTAMINANT CLEANUP, REMOVAL AND DISPOSAL in the Annual Aggregate
\$2,500,000	LAND IMPROVEMENTS but \$1,000 per tree for trees not replaced within 12 months, but not to exceed \$250,000 per Occurrence . This Coverage excludes Earthquake, Flood and Named Storm .
NCP	LEASE CANCELLATION
NCP	LOGISTICS EXTRA COST
\$5,000,000	MISCELLANEOUS PERSONAL PROPERTY
\$10,000,000	MISCELLANEOUS UNNAMED LOCATION
NCP	MONEY DURING NORMAL BUSINESS HOURS
NCP	MONEY IN LOCKED SAFE OR VAULT
120 days not to exceed \$25,000,000	NEWLY ACQUIRED
\$250,000	PROFESSIONAL FEES
\$1,000,000 but not to exceed 48 hours for Gross Earnings or Gross Profit	PROTECTION AND PRESERVATION OF PROPERTY in the Annual Aggregate
NCP	RADIOACTIVE CONTAMINATION
12 months not to exceed \$1,000,000	RESEARCH AND DEVELOPMENT
NCP	RESEARCH ANIMALS
NCP	RETRAINING OF EMPLOYEES
NCP	SPOILAGE FROM ON PREMISES SERVICE INTERRUPTION
30 days not to exceed \$500,000	TENANTS ACCESS in the Annual Aggregate
NCP	TENANTS RELOCATION AND REPLACEMENT EXPENSE
\$1,000,000	TRANSIT
\$25,000,000	VALUABLE PAPERS AND RECORDS
\$5,000,000	UNDERGROUND TANKS AND PIPES
\$5,000,000	WELLS

(3) DESCRIBED CAUSES OF LOSS

\$400,000,000	BREAKDOWN OF EQUIPMENT not to exceed: \$500,000 for Refrigerant \$1,000,000 for Spoilage from Breakdown of Covered Equipment
NCP	CYBER EVENT

\$10,000,000	EARTH MOVEMENT in the Annual Aggregate but not to exceed the following limits in the Annual Aggregate: a). \$10,000,000 for property located in Zone 1 for Earth Movement as described in Appendix A & B. b). NCP for property located in Zone 2 for Earth Movement as described in Appendix A & B. c). Not Subject to a)., and b).: NCP for Earth Movement for Locations as described in Appendix F
\$30,000,000	FLOOD in the Annual Aggregate but not to exceed the following limits in the Annual Aggregate: a). \$10,000,000 for Property Insured within a High Hazard Zone as described in Appendix E. b). \$30,000,000 for Property Insured within a Medium Hazard Zone as described in Appendix E. c). NCP for Property Insured covered under Errors and Omissions, Miscellaneous Personal Property, Miscellaneous Unnamed Locations, Newly Acquired or Transit Special Coverages.
\$400,000,000	NAMED STORM in the Annual Aggregate but not to exceed the following limits in the Annual Aggregate: a). NCP for property located in Zone 1 for Named Storm as described in Appendix C & D. b). NCP for property located in Zone 2 for Named Storm as described in Appendix C & D.
\$400,000,000	Hail or Windstorm Other Than Named Storm

- g. Causation Definition: The following term is included in the definition of the Peril as indicated:

Storm Surge is part of **Flood**

- h. Time Specifications:

EARTH MOVEMENT Occurrence	168 hours
NAMED STORM Occurrence	72 hours
Cancellation for non-payment of premium	10 days
Cancellation for any other reason	45 days

2.4. Qualifying Period

For the Coverages listed below the following **Qualifying Period** applies:

CLOUD SERVICE AND COMMUNICATION INTERRUPTION and OFF PREMISES SERVICE INTERRUPTION combined applies separately at each Insured Location	24 Hours
COMPUTER SYSTEMS DAMAGE applies separately at each Insured Location	48 Hours
CRISIS EVENT applies separately at each Insured Location	48 Hours
TENANTS ACCESS applies separately at each Insured Location	48 Hours

2.5. DEDUCTIBLES

Each claim for loss, damage, cost or expense as insured against arising out of any one (1) **Occurrence** shall be adjusted separately. The Company shall not be liable unless the Insured sustains covered loss, damage, costs or expense in excess of the deductible(s) stated below and then only for the proportionate share of such excess amount(s).

- a. A deductible that applies on a per **Location** basis will apply separately to loss, damage, cost or expense at each **Location** where the loss or damage occurred regardless of the number of **Locations** involved in the **Occurrence**.
- b. Unless stated otherwise, if two or more deductibles apply to an **Occurrence**, the total deducted will not exceed the largest applicable deductible. If two or more deductibles apply on a per **Location** basis in an **Occurrence**, the largest deductible applying to each **Location** will be applied separately to each such **Location**.
- c. If separate Property Damage and Time Element loss deductibles are shown, then the deductibles shall apply separately.
- d. When a "minimum deductible" per **Occurrence** is shown, the "minimum deductible" is the minimum dollar amount of covered damage that the Insured will retain in any one (1) **Occurrence**. The amount retained for purposes of applying the "minimum deductible" is the sum of:
 - (1) The specified location deductible for each Insured Location where the amount of covered damage exceeds the specified location deductible; and
 - (2) The amount of covered damage for each Insured Location where the amount of covered damage is less than the specified location deductible.

e. Percentage Deductibles

- (1) When a deductible applies on a percentage basis, whether separately for Property Damage or Time Element or combined for Property Damage and Time Element, the deductible will be calculated as follows:

Property Damage: The applicable percentage (%) of the value per the Valuation clause of Section 6. Conditions of the Property Insured for the **Location** where the direct physical loss or damage occurred, per **Location**.

Time Element: The applicable percentage (%) of the full 12 months Gross Earnings or **Gross Profit** values that would have been earned following the **Occurrence** by use of the facilities at the **Location** where the direct physical loss or damage occurred and all other **Locations** where Time Element loss ensues, per **Location**.

- (2) When a deductible applies on a percentage basis to property that is:

- (a) New construction, renovations or additions; or
- (b) Covered under the Errors and Omissions, Miscellaneous Personal Property, **Miscellaneous Unnamed Locations**, Newly Acquired or Transit Coverages.

the most current value at the time of the loss of all Property Insured, at the location where the direct physical loss or damage occurred, will be applied in the calculation of the deductible.

f. Policy Deductible(s)

\$100,000 combined Property Damage and Time Element

per **Occurrence** except as follows:

Exceptions to Policy Deductible(s)

- (1) **Breakdown** of Equipment

\$100,000 Property Damage and 1 times **ADV** Time Element

per **Occurrence** for loss or damage caused by **Breakdown**;

- (2) Contingent Time Element

\$100,000 per **Location**

- (3) Crisis Event

\$100,000 combined Crisis Event coverages

- (4) Earthquake

The following deductibles apply to loss or damage caused by or resulting from Earthquake.

\$100,000 combined Property Damage and Time Element

per **Occurrence** except as follows:

(a) As respects **Locations** in Zone 1:

- (i) Property Damage - 5% per **Location**.
- (ii) Time Element - 5% per **Location**.
- (iii) The value of the Property Damage and Time Element deductibles above combined.
- (iv) The above Earthquake deductibles are subject to a minimum deductible of \$100,000 combined Property Damage and Time Element per **Occurrence**.

(5) **Flood**

The following deductibles apply to loss or damage caused by or resulting from **Flood**.

\$100,000 combined Property Damage and Time Element
per **Occurrence** except as follows:

- (a) As respects Property Insured within a High Hazard Zone as described in Appendix E.
 - (i) Property Damage and Time Element combined - \$500,000 per **Location**.
- (b) As respects Property Insured within a Medium Flood Hazard Zone as described in Appendix E.
 - (i) Property Damage and Time Element combined - \$100,000 per **Location**.

(6) **Hail and Windstorm Other than Named Storm Deductible(s)**

The following deductibles apply to loss or damage caused by or resulting from Hail or Windstorm Other than **Named Storm**:

\$100,000 combined Property Damage and Time Element per **Location**.

(7) **Named Storm**

The following deductibles apply to loss or damage caused by or resulting from **Named Storm**.

\$100,000 combined Property Damage and Time Element
per **Occurrence** ;

(8) **Water Damage**

The following deductible applies to loss or damage caused by or resulting from **Certain Water**, except this deductible does not apply to loss or damage caused in whole or part by **Flood**.

\$100,000 combined Property Damage and Time Element
per **Location**:

2.6. **Additional Comments, Terms, Conditions or Endorsements:**

Specification Differences

This Property Insurance Proposal may differ from the original specifications requested and only the coverage(s), limitations, terms and conditions contained in this proposal shall apply.

This Property Insurance Proposal is subject to the terms and conditions of The Zurich Edge II form unless indicated otherwise. While this proposal attempts to summarize and highlight the proposed policy form, it is not complete, and the policy form should be reviewed for complete details. It is important to carefully read the policy and its endorsements to determine rights, duties and what is and is not covered.

2.7. Coverage Not Included

Not Applicable

2.8. Captive Conditions

Not Applicable

2.9. Terrorism Coverage

Terrorism coverage is included for locations in the United States, territories and its possessions unless coverage declined. Refer to the attached **Important Disclosure Notice** regarding the Terrorism Risk Act of 2002 as amended.

2.10. Applicable Law and Jurisdiction.

Any disputes arising hereunder will be exclusively subject to the jurisdiction of a court of competent jurisdiction within the USA.

3. Premium and Fees

3.1. Annual Premium and Services (To Zurich)

\$1,056,798.00	Policy Premium excluding Terrorism in the USA
\$7,144.00	Premium for Certified Terrorism Coverage (TRIA)
\$1,063,942.00	Gross Policy Premium excluding all Taxes, Fees and Surcharges
To be determined	Total Taxes, Fees & Surcharges (excluding for Risk Engineering Services and related taxes)
Not Applicable	Underwriting Service Fee (not subject to Commission)
\$13,000.00	Risk Engineering Service Fee - Property*
\$2,400.00	Risk Engineering Service Fee - Boiler and Machinery*
	*not including State-Mandated Services, where applicable; not subject to Commission
Not Applicable	Hawaii Sales Tax For Risk Engineering Service**
Not Applicable	New Mexico Sales Tax For Risk Engineering Service**
Not Applicable	South Dakota Sales Tax For Risk Engineering Service**
Not Applicable	Texas Sales Tax For Risk Engineering Service**
Not Applicable	West Virginia Sales Tax For Risk Engineering Service**
\$1,079,342.00	Total Cost (Zurich Premium, Zurich Underwriting Service Fee, Zurich Risk Engineering including sales tax if provided) excluding all other Taxes, Fees and Surcharges
15%	Commission Percentage Master Policy

**To be reconciled via additional invoice or credit upon completion of service.

All premiums quoted are net of any Taxes, Fees and Surcharges; any International Taxes, Fees, Surcharges and Reinsurance Taxes; as well as local mandatory or voluntary government pools or coverage schemes. All of these may apply and would be in addition to the above.

The stated annual premium is based upon a reported amount of \$532,159,976.00 total insurable value. This policy may be subject to countersignature fees where applicable.

3.2. Taxes, Surcharges and Assessments

a) Insurance Premium Taxes: Please note that the premium shown above is net of taxes, surcharges, assessments and duties unless otherwise indicated.

b) Applicable taxes will apply to qualifying services.

3.3. Other Fees

Not Applicable

3.4. Brokerage

Not Applicable

3.5. Premium & Fees Payment Terms

Premium is due and payable within thirty (30) days of binding coverage.

4. Other Conditions

4.1. Binding Conditions / Subjectivities

Information required prior to binding:

None

Inspections and Recommendations:

Our property loss prevention services are either included in the premium or supplemented by the Risk Engineering Service Fee, if any, shown in the premium and fee section and are subject to our determination of the degree of services necessary unless otherwise specified. Additional services can be added on a fee basis. Upon binding, we will need a survey contact person's name and phone number to set up inspections shortly after binding.

If **Breakdown** of Equipment is not excluded, and we are responsible for the jurisdictional inspections, we will need contacts for all locations in order to confirm needed jurisdictional inspections. Fees charged for certificates issued by those having authority to do so are the responsibility of the Insured and not a part of this Property Insurance Proposal.

4.2. Risk Engineering:

Risk Engineering services (Services) are provided by The Zurich Services Corporation (ZSC) and/or strategic vendors of ZSC. The outline of Services is intended as a general description and is provided solely for informational purposes. ZSC will further outline the Services in a Customer Service Plan. Nothing herein should be construed as advice or recommendations, and ZSC, its affiliates and strategic vendors do not guarantee any particular outcome or reduction in losses, claims or costs.

4.3. Additional Documents

State amendatory endorsements as required

Natural Catastrophe Zones as per attached Appendix A, B, C, D and E.

5. Validity of the Quotation

This Property Insurance Proposal is valid until: July 31, 2025

This Property Insurance Proposal is strictly conditional upon no material change in the risk and no known new losses occurring between the date of this proposal and the inception date of the proposed policy. In the event of such change in risk, the Insurer may in its sole discretion, whether or not this proposal has been already accepted by the Insured, modify or withdraw this Property Insurance Proposal.

Tim Coleman
Los Angeles, CA 90017
June 25, 2025

Authorized Representative

Appendix A - Earth Movement/Earthquake Zones for USA including its Commonwealths and Territories

This list is for informational purposes only and does not convey any coverage under the policy.



Country - The United States of America		
State	Zone	Counties/Parishes/Independent Cities
ALABAMA	3	Colbert, Franklin, Lauderdale, Lawrence, Limestone, Morgan
	4	Balance of State
ALASKA	1	Balance of State
	2	North Slope
ARIZONA	4	Entire State
ARKANSAS	1	Clay, Craighead, Crittenden, Cross, Greene, Lee, Mississippi, Poinsett, St Francis
	2	Independence, Jackson, Lawrence, Lonoke, Monroe, Phillips, Prairie, Randolph, Sharp, White, Woodruff
	3	Arkansas, Cleburne, Cleveland, Desha, Drew, Faulkner, Fulton, Grant, Izard, Jefferson, Lincoln, Pulaski, Saline, Stone
	4	Balance of State
CALIFORNIA	1	Entire State
COLORADO	4	Entire State
CONNECTICUT	4	Entire State
DELAWARE	4	Entire State
District of COLUMBIA	4	Entire District
FLORIDA	4	Entire State
GEORGIA	4	Entire State
HAWAII	1	Entire State
IDAHO	3	Bannock, Bear Lake, Caribou, Franklin, Oneida, Power
	4	Balance of State
ILLINOIS	1	Alexander, Pulaski
	2	Bond, Clay, Clinton, Edwards, Franklin, Gallatin, Hamilton, Hardin, Jackson, Jefferson, Johnson, Lawrence, Madison, Marion, Massac, Monroe, Perry, Pope, Randolph, Richland, St. Clair, Saline, Union, Wabash, Washington, Wayne, White, Williamson
	3	Calhoun, Christian, Clark, Coles, Crawford, Cumberland, Douglas, Edgar, Effingham, Fayette, Greene, Jasper, Jersey, Macoupin, Montgomery, Morgan, Moultrie, Pike, Sangamon, Scott, Shelby
	4	Balance of State
INDIANA	2	Crawford, Daviess, Dubois, Gibson, Greene, Knox, Lawrence, Martin, Orange, Perry, Pike, Posey, Spencer, Sullivan, Vanderburgh, Warrick
	3	Brown, Clay, Fayette, Johnson, Morgan, Monroe, Owen, Rush, Shelby, Union, Vigo
	4	Balance of State

Country - The United States of America		
State	Zone	Counties/Parishes/Independent Cities
IOWA	4	Entire State
KANSAS	4	Entire State
KENTUCKY	1	Ballard, Carlisle, Fulton, Hickman, McCracken
	2	Breckinridge, Butler, Caldwell, Calloway, Christian, Crittenden, Daviess, Graves, Hancock, Henderson, Hopkins, Livingston, Logan, Lyon, Marshall, McLean, Muhlenberg, Ohio, Simpson, Todd, Trigg, Union, Warren, Webster
	4	Balance of State
LOUISIANA	4	Entire State
MAINE	4	Entire State
MARYLAND	4	Entire State
MASSACHUSETTS	4	Entire State
MICHIGAN	4	Entire State
MINNESOTA	4	Entire State
MISSISSIPPI	1	DeSoto, Tunica
	2	Alcorn, Benton, Bolivar, Coahoma, Lafayette, Leflore, Marshall, Panola, Pontotoc, Prentiss, Quitman, Sunflower, Tallahatchie, Tate, Tippah, Tishomingo, Union, Yalobusha
	3	Calhoun, Carroll, Chickasaw, Choctaw, Clay, Grenada, Holmes, Humphreys, Issaquena, Itawamba, Lee, Lowndes, Monroe, Montgomery, Oktibbeha, Sharkey, Warren, Washington, Webster, Yazoo
	4	Balance of State
MISSOURI	1	Bollinger, Butler, Cape Girardeau, Dunklin, Mississippi, New Madrid, Pemiscot, Scott, Stoddard
	2	Carter, Iron, Jefferson, Madison, Oregon, Perry, Reynolds, Ripley, St. Francois, Ste. Genevieve, St. Charles, St. Louis, Washington, Wayne, and the City of St Louis
	3	Audrain, Callaway, Cole, Crawford, Dent, Franklin, Gasconade, Howell, Lincoln, Maries, Marion, Miller, Montgomery, Osage, Phelps, Pike, Pulaski, Ralls, Shannon, Texas, Warren
	4	Balance of State
MONTANA	4	Entire State
NEBRASKA	4	Entire State
NEVADA	1	Carson City, Douglas
	2	Lyon, Storey, Washoe
	3	Clark
	4	Balance of State
NEW HAMPSHIRE	4	Entire State
NEW JERSEY	4	Entire State
NEW MEXICO	4	Entire State

Country - The United States of America		
State	Zone	Counties/Parishes/Independent Cities
NEW YORK	4	Entire State
NORTH CAROLINA	4	Entire State
NORTH DAKOTA	4	Entire State
OHIO	4	Entire State
OKLAHOMA	4	Entire State
OREGON	2	Clackamas, Multnomah, Washington
	3	Benton, Clatsop, Columbia, Coos, Curry, Douglas, Hood River, Jackson, Josephine, Lane, Lincoln, Linn, Marion, Polk, Tillamook, Yamhill
	4	Balance of State
PENNSYLVANIA	4	Entire State
RHODE ISLAND	4	Entire State
SOUTH DAKOTA	4	Entire State
SOUTH CAROLINA	1	Berkely, Charleston, Dorchester
	3	Bamberg, Beaufort, Calhoun, Clarendon, Colleton, Georgetown, Hampton, Jasper, Orangeburg, Richland, Sumter, Williamsburg
	4	Balance of State
TENNESSEE	1	Crockett, Dyer, Haywood, Lake, Lauderdale, Obion, Shelby, Tipton
	2	Benton, Carroll, Chester, Decatur, Fayette, Gibson, Hardeman, Hardin, Henderson, Henry, Humphreys, Madison, McNairy, Weakley
	3	Cheatham, Davidson, Dickson, Hickman, Houston, Lawrence, Lewis, Montgomery, Perry, Robertson, Stewart, Wayne
	4	Balance of State
TEXAS	4	Entire State
UTAH	2	Davis, Salt Lake, Utah
	3	Cache, Morgan, Rich, Summit, Wasatch, Weber
	4	Balance of State
VERMONT	4	Entire State
VIRGINIA	4	Entire State
WASHINGTON	1	Clallam, Island, Jefferson, King, Kitsap, Mason, Pierce, San Juan, Thurston
	2	Skagit, Snohomish, Whatcom
	3	Clark, Cowlitz, Grays Harbor, Lewis, Pacific, Skamania, Wahkiakum,
	4	Balance of State
WEST VIRGINIA	4	Entire State
WISCONSIN	4	Entire State
WYOMING	4	Entire State

Commonwealths and Territories of The United States of America		
	Zone	
AMERICAN SAMOA	2	Entire Territory
GUAM	1	Entire Territory
NORTHERN MARIANA ISLANDS	2	Entire Commonwealth
PUERTO RICO	1	Entire Commonwealth
U.S. VIRGIN ISLANDS	1	Entire Territory for Limits of Liability
	2	Entire Territory for Deductibles
All other US Territories and Possessions	2	Entire Territory

Appendix B – Earth Movement/Earthquake Zones Worldwide Except USA its Commonwealths and Territories



This list is for informational purposes only and does not convey any coverage under the policy.

Country	Zone	Provinces/Territories/States/Counties
ALBANIA	1	Entire Country
AFGHANISTAN	1	Entire Country
ALGERIA	2	Balance of Country
	4	Adrar, Bechar, Tamanghasset, Ouargla, Illizi, Tindouf, Ghardaia
ANGOLA	1	Entire Country
ANDORRA	4	Entire Country
ANGUILLA	1	Entire Country for Limits of Liability
	2	Entire Country for Deductibles
ANTARCTICA	3	Entire Country
ANTIGUA & BARBUDA	1	Entire Country for Limits of Liability
	2	Entire Country for Deductibles
ARGENTINA	1	Mendoza, Neuquen, San Juan
	2	Catamarca, Jujuy, Salta, Tucuman
	4	Balance of Country
ARMENIA	1	Entire Country
ARUBA	3	Entire Country
AUSTRALIA	2	Christmas Island , Cocos (Keeling) Islands
	3	Western Australia
	4	Balance of Country
AUSTRIA	4	Entire Country
AZERBAIJAN	1	Entire Country
BAHAMAS	4	Entire Country
BAHRAIN	4	Entire Country
BANGLADESH	1	Entire Country
BARBADOS	1	Entire Country for Limits of Liability
	2	Entire Country for Deductibles
BELARUS	4	Entire Country
BELGIUM	3	Entire Country
BELIZE	2	Entire Country
BENIN	4	Entire Country
BERMUDA	4	Entire Country
BHUTAN	1	Balance of Country

Country	Zone	Provinces/Territories/States/Counties
	2	Gasa
BOLIVIA	1	La Paz
	2	Oruro, Potosi, Tarija
	3	Beni, Chuquisaca, Cochabamba, Pando, Santa Cruz
BOSNIA & HERZEGOVINA	2	Entire Country
BOTSWANA	4	Entire Country
BRAZIL	4	Entire Country
BRITISH VIRGIN ISLANDS	1	Entire Country for Limits of Liability
	2	Entire Country for Deductibles
BRUNEI DARUSSALAM	3	Entire Country
BULGARIA	2	Entire Country
BURKINA FASO	4	Entire Country
BURUNDI	2	Entire Country
CAMBODIA	4	Entire Country
CAMEROON	3	Entire Country
CANADA	2	British Columbia, Ontario, Quebec, Yukon except listed postal codes with first 3 characters in Zones 3 and 4
	3	British Columbia Postal Codes: V8C, V8G, V0M, V0T, V0V, V1M, V2P, V2R, V2S, V2T, V2V, V2W, V2X, V2Y, V3B, V3C, V3E, V3G, V3H, V3J, V3K, V3L, V3N, V3R, V3T, V3V, V3Y, V4N, V4R, V4S, V4W, V4X, V4Z, V5A, V5B, V5C, V5E, V5G, V5H, V5J, V5K, V5L, V5M, V5N, V5R, V5T, V5V, V5Y, V5Z, V6A, V6B, V6C, V6E, V6G, V6H, V6J, V6K, V6L, V6R, V6T, V6Z, V7G, V7H, V7J, V7K, V7L, V7M, V7N, V7P, V7R, V7S, V7T, V7V, V7W, V7X, V7Y, V8B, V8J New Brunswick Postal Codes: E1G, E1N, E1V, E1X, E2A, E2E, E2G, E2H, E2J, E2K, E2L, E2M, E2N, E2P, E2R, E2S, E2V, E3A, E3B, E3C, E3E, E3L, E3N, E3V, E3Y, E3Z, E4A, E4B, E4C, E4E, E4G, E4J, E4S, E4T, E4V, E4W, E4X, E4Y, E4Z, E5A, E5B, E5C, E5E, E5H, E5J, E5K, E5L, E5M, E5N, E5P, E5R, E5S, E5T, E5V, E6A, E6B, E6C, E6E, E6G, E6H, E6J, E6K, E6L, E7A, E7B, E7C, E7E, E7G, E7H, E7J, E7K, E7L, E7M, E7N, E7P, E8A, E8B, E8C, E8E, E8G, E8J, E8K, E8L, E8M, E8N, E8P, E8R, E9A, E9B, E9C, E9E, E9G, E9H, Ontario Postal Codes: K0E, K0G, K6T, K6V, K7A, K7H Quebec Postal Codes: G0E, G0J, G0K, G0M, G0N, G0P, G0S, G0V, G0Y, G0Z, G4R, G4S, G5B, G5J, G5X, G5Y, G5Z, G6A, G6B, G6E, G6G, G6H, G6J, G6K, G6L, G6P, G6R, G6S, G6T, G7A, G7B, G7G, G7H, G7J, G7K, G7N, G7P, G7S, G7T, G7X, G7Y, G7Z, G8A, J0A, J0B, J0E, J0H, J0J, J1A, J1C, J1E, J1G, J1H, J1J, J1K, J1L, J1M, J1N, J1R, J1S, J1T, J1X, J2G, J2H, J2J, J2K, J2L, J2M, J2N, J2R, J2S, J2T, J2X, J3M, J9V

Country	Zone	Provinces/Territories/States/Counties
CANADA (continued)	4	British Columbia Postal Codes: V0C,V0J,V1J,V2K,V2M,V0A,V0B,V0E,V0G,V0H,V0K,V0L,V0W,V0X, V1A,V1B,V1C,V1E,V1G,V1H,V1K,V1L,V1N,V1P,V1R,V1S,V1T,V1V, V1W,V1X,V1Y,V1Z,V2A,V2B,V2C,V2E,V2G,V2H,V2J,V2L,V2N,V4T,V 4V Ontario Postal Codes: K0H,K0K,K0L,K0M,K7G,K7K,K7L,K7M,K7N,K7P,K7R,K8N,K8P,K8R, K8V,K9A,K9H,K9J,K9K,K9L,K9V, L0A,L0B,L0C,L0E,L0G,L0H,L0J,L0K,L0L,L0M,L0N,L0P,L0R,L0S,L1A, L1B,L1C,L1E,L1G,L1H,L1J,L1K,L1L,L1M,L1P,L1R,L1S,L1T,L1V,L1W, L1X,L1Y,L1Z,L2A,L2E,L2G,L2H,L2J,L2M,L2N,L2P,L2R,L2S,L2T,L2V, L2W,L3B,L3C,L3K,L3M,L3P,L3R,L3S,L3T,L3V,L3X,L3Y,L3Z,L4A,L4B, L4C,L4E,L4G,L4H,L4J,L4K,L4L,L4M,L4N,L4P,L4R,L4S,L4T,L4V,L4W, L4X,L4Y,L4Z,L5A,L5B,L5C,L5E,L5G,L5H,L5J,L5K,L5L,L5M,L5N,L5P, L5R,L5S,L5T,L5V,L5W,L6A,L6B,L6C,L6E,L6G,L6H,L6J,L6K,L6L,L6M, L6P,L6R,L6S,L6T,L6V,L6W,L6X,L6Y,L6Z,L7A,L7B,L7C,L7E,L7G,L7J, L7K,L7L,L7M,L7N,L7P,L7R,L7S,L7T,L8E,L8G,L8H,L8J,L8K,L8L,L8M, L8N,L8P,L8R,L8S,L8T,L8V,L8W,L9A,L9B,L9C,L9G,L9H,L9K,L9L,L9M, L9N,L9P,L9R,L9S,L9T,L9V,L9W,L9Y,L9Z, M1B,M1C,M1E,M1G,M1H,M1J,M1K,M1L,M1M,M1N,M1P,M1R,M1S, M1T,M1V,M1W,M1X,M2H,M2J,M2K,M2L,M2M,M2N,M2P,M2R,M3A, M3B,M3C,M3H,M3J,M3K,M3L,M3M,M3N,M4A,M4B,M4C,M4E,M4G, M4H,M4J,M4K,M4L,M4M,M4N,M4P,M4R,M4S,M4T,M4V,M4W,M4X, M4Y,M5A,M5B,M5C,M5E,M5G,M5H,M5J,M5K,M5L,M5M,M5N,M5P, M5R,M5S,M5T,M5V,M5W,M5X,M6A,M6B,M6C,M6E,M6G,M6H,M6J, M6K,M6L,M6M,M6N,M6P,M6R,M6S,M7A,M7Y,M8V,M8W,M8X,M8Y, M8Z,M9A,M9B,M9C,M9L,M9M,M9N,M9P,M9R,M9V,M9W, N0A,N0B,N0C,N0E,N0G,N0H,N0J,N0K,N0L,N0M,N0N,N0P,N0R,N1A, N1C,N1E,N1G,N1H,N1K,N1L,N1M,N1P,N1R,N1S,N1T,N2A,N2B,N2C, N2E,N2G,N2H,N2J,N2K,N2L,N2M,N2N,N2P,N2R,N2T,N2V,N2Z,N3A, N3B,N3C,N3E,N3H,N3L,N3P,N3R,N3S,N3T,N3V,N3W,N3Y,N4B,N4G, N4K,N4L,N4N,N4S,N4T,N4V,N4W,N4X,N4Z,N5A,N5C,N5H,N5L,N5P, N5R,N5V,N5W,N5X,N5Y,N5Z,N6A,N6B,N6C,N6E,N6G,N6H,N6J,N6K, N6L,N6M,N6N,N6P,N7A,N7G,N7L,N7M,N7S,N7T,N7V,N7W,N7X,N8A, N8H,N8M,N8N,N8P,N8R,N8S,N8T,N8V,N8W,N8X,N8Y,N9A,N9B,N9C, N9E,N9G,N9H,N9J,N9K,N9V,N9Y, P0A,P0B,P0C,P0E,P0G,P0H,P0J,P0K,P0L,P0M,P0N,P0P,P0R,P0S,P 0T,P0V,P0W,P0X,P0Y,P1A,P1B, P1C,P1H,P1L,P1P,P2A,P2B,P2N,P3A, P3B,P3C,P3E,P3G,P3L,P3N,P3P,P3Y,P4N,P4P,P4R,P5A,P5E,P5N, P6A,P6B,P6C,P7A,P7B,P7C,P7E,P7G,P7J,P7K,P7L,P8N,P8T,P9A,P 9N Quebec Postal Codes: G0C,G0G,G0W,G4T,G4X,G8B,G8C,G8E,G8G, G8H,G8J,G8K,G8L,G8M,G8N,G8P,J0M,J0Y,J0Z,J9P,J9T,J9X,J9Y, J9ZBalance of Country
CAPE VERDE	4	Entire Country
CAYMAN ISLANDS	1	Entire Country for Limits of Liability
	2	Entire Country for Deductibles
CENTRAL AFRICAN REPUBLIC	4	Entire Country
CHAD	4	Entire Country

Country	Zone	Provinces/Territories/States/Counties
CHILE	1	Entire Country
CHINA	1	Liaoning, Tianjin, Hebei, Shandong, Gansu, Sichuan, Shaanxi, Yunnan
	2	Tibet Autonomous Region, Macau
	3	Balance of Country
	4	Hong Kong
COLOMBIA	1	Antioquia, Cauca, Choco, Narino, Quindio, Risaralda, Valle del Cauca, Bogota
	2	Balance of Country
	3	Amazona, Arauca, Caqueta, Casanare, Guainia, Guaviare, Meta, Putumayo, San Anres and Providencia, Vaupes, Vichada
COMOROS	4	Entire Country
CONGO, REPUBLIC OF THE	2	Entire Country
CONGO, DEMOCRATIC REPUBLIC OF	1	Entire Country
COOK ISLANDS	2	Entire Country
COSTA RICA	1	Entire Country
CROATIA	2	Entire Country
CUBA	2	Entire Country
CURACAO	3	Entire Country
CYPRUS	2	Entire Country
CZECHIA	3	Entire Country
DENMARK	4	Entire Country
DJIBOUTI	2	Entire Country
DOMINICA	1	Entire Country for Limits of Liability
	2	Entire Country for Deductibles
DOMINICAN REPUBLIC	1	Entire Country
ECUADOR	1	Entire Country
EGYPT	2	Cairo, Dakahlia, Damietta, Gharbia, Ismailia, Kafr el-Sheikh, Monufia, North Sinai, Port Said, Red Sea, Sharqia, Suez
	3	Balance of Country
EL SALVADOR	1	Entire Country
EQUATORIAL-GUINEA	4	Entire Country
ERITREA	2	Entire Country
ESTONIA	4	Entire Country
ETHIOPIA	2	Balance of Country
	3	Benishangul, Dure Dawa, Gambela, Harari, Somalia, Tigray
FAROE ISLANDS	4	Entire Country

Country	Zone	Provinces/Territories/States/Counties
FEDERATED STATES OF MICRONESIA	2	Entire Country
FIJI	1	Entire Country
FINLAND	4	Entire Country
FRANCE	3	Entire Country
FRENCH GUIANA	4	Entire Country
FRENCH POLYNESIA	4	Entire Country
GABON	2	Ogooue-Ivindo, Ogooue-Lolo
	3	Balance of Country
GAMBIA	4	Entire Country
GERMANY	3	Entire Country
GHANA	1	Accra
	2	Balance of Country
GIBRALTAR	3	Entire Country
GREECE	1	Entire Country
GREENLAND	3	Entire Country
GRENADA	1	Entire Country for Limits of Liability
	2	Entire Country for Deductibles
GEORGIA	1	Entire Country
GUADELOUPE	1	Entire Country for Limits of Liability
	2	Entire Country for Deductibles
GUATEMALA	1	Balance of Country
	3	Peten
GUINEA	2	Boke
	3	Balance of Country
GUINEA- BISSAU	3	Entire Country
GUYANA	3	Entire Country
HAITI	1	Entire Country
HONDURAS	1	Balance of Country
	3	Atlantida, Colon, Comayagua, El Paraiso, Francisco Morazan, Gracias a Dios, Islas de la Bahia, Olancho, Yoro
HUNGARY	3	Entire Country
ICELAND	2	Northeast Region, South Region, Southern Peninsula Region, Capital Region
	3	Balance of Country
INDIA	1	Arunachal Pradesh, Assam, Gujarat, Haryana, Himachal Pradesh, Jammu and Kashmir, Manipur, Meghalaya, Mizoram, Nagaland, Punjab, Uttarakhand

Country	Zone	Provinces/Territories/States/Counties
	3	Balance of Country
INDONESIA	2	Balance of Country
	3	(Borneo)-East Kalimantan, South Kalimantan, West Kalimantan, Central Kalimantan, Riau, Jambi, South Sulawesi, Southeast Sulawesi, Bangka-Belitung, West Nusa Tenggara
IRAQ	2	Entire Country
IRELAND	4	Entire Country
ISLE OF MAN	3	Entire Country
ISRAEL	1	Entire Country
ITALY	1	Balance of Country
	3	Liguria, Lombardy, Marche, Piedmont, Aosta Valley, Trentino-Alto Adige/Südtirol, Veneto, Sardinia
JAMAICA	1	Entire Country for Limits of Liability
	2	Entire Country for Deductibles
JAPAN	1	Balance of Country
	2	Prefectures of Akita, Fukui, Fukuoka, Gifu, Gunma, Hiroshima, Ishikawa, Kagoshima, Niigata, Okayama, Okinawa, Saga, Shimane, Tochigi, Tottori, Toyama, Yamaguchi
JORDAN	1	Balance of Country
	3	Ma'an
KAZAKHSTAN	1	Entire Country
KENYA	2	Entire Country
KIRIBATI	2	Entire Country
KOREA, DEMOCRATIC PEOPLES REPUBLIC OF (NORTH KOREA)	4	Entire Country
KOREA, REPUBLIC OF (SOUTH KOREA)	3	Entire Country
KOSOVO	3	Entire Country
KUWAIT	4	Entire Country
KYRGYZSTAN (KYRGYZ REPUBLIC)	1	Entire Country
LAOS	2	Balance of Country
	3	Attapu, Bolikhamxai, Champasak, Khammouan, Salavan, Savannakhet, Xekong
LATVIA	4	Entire Country
LEBANON	1	Entire Country
LESOTHO	2	Balance of Country
	3	Berea, Butha-Buthe, Leribe, Mokhotlong, Thaba-Tseka
LIBERIA	4	Entire Country

Country	Zone	Provinces/Territories/States/Counties
LIBYA	2	Entire Country
LIECHTENSTEIN	4	Entire Country
LITHUANIA	4	Entire Country
LUXEMBOURG	4	Entire Country
MACEDONIA	1	Entire Country
MADAGASCAR	3	Entire Country
MALAWI	2	Entire Country
MALAYSIA	3	Entire Country
MALDIVES	4	Entire Country
MALI	4	Entire Country
MALTA	4	Entire Country
MARSHALL ISLANDS	4	Entire Country
MARTINIQUE	1	Entire Country for Limits of Liability
	2	Entire Country for Deductibles
MAURITANIA	4	Entire Country
MAURITIUS	4	Entire Country
MAYOTTE	2	Entire Country
MEXICO	1	Balance of Country
	4	Chihuahua, Campeche, Coahuila, Durango, Nuevo Leon, Quintana Roo, San Luis Potosi, Sonora, Tamaulipas, Yucatan, Zacatecas
MOLDOVA	2	Entire Country
MONACO	3	Entire Country
MONGOLIA	1	Balance of Country
	2	Govi-Altai, Arkhangai, Bulgan, Selenge, Tov, Ovorkhangai
	3	Khentii, Dundgovi, Dornogovi, Dornod, Sukhbaatar
MONTENEGRO	2	Entire Country
MONTSERRAT	1	Entire Country For Limits
	2	Entire Country for Deductibles
MOROCCO	2	Fès-Boulemane (Fès) , Gharb-Chrarda-Béni Hssen (Kénitra), Tangier-Tétouan (Tangier)
	3	Taza-Al Hoceima-Taounate (Al Hoceima)
	4	Balance of Country
MOZAMBIQUE	2	Manica, Sofala, Zambezia
	3	Balance of Country
NAMIBIA	4	Entire Country
NAURU	2	Entire Country
NEPAL	1	Entire Country

Country	Zone	Provinces/Territories/States/Counties
NETHERLANDS	4	Balance of Country
	3	Bonaire
	1	Saba, Sint Eustatius for Limits of Liability
	3	Saba, Sint Eustatius for Deductibles
NEW CALEDONIA	3	Entire Country
NEW ZEALAND	1	Balance of Country
	3	Northland, Auckland, Waikato
NICARAGUA	1	Balance of Country
	3	RAAN (Bilwi), RAAS (Bluefields)
NIGER	4	Entire Country
NIGERIA	4	Entire Country
NIUE	2	Entire Country
NORFOLK ISLAND	2	Entire Country
NORWAY	4	Entire Country
OMAN	4	Entire Country
PAKISTAN	1	Balance of Country
	3	Punjab
PALAU	2	Entire Country
PALESTINE	1	Entire Country
PANAMA	2	Entire Country
PAPUA NEW GUINEA	1	Entire Country
PARAGUAY	4	Entire Country
PERU	1	Entire Country
PHILIPPINES	1	Entire Country
PITCAIRN ISLANDS	2	Entire Country
POLAND	4	Entire Country
PORTUGAL	2	Lisbon, Santarém, Faro, Azores Autonomous Region
	4	Balance of Country
QATAR	4	Entire Country
REUNION	4	Entire Country
ROMANIA	2	Entire Country
RUSSIAN FEDERATION	1	Kamchatka, Buryatia, Tuva, Altai Republic,, Stavropol, Chechnya, Adygea, Krasnodar, Karachay-Cherkessia, Ingushetia, Dagestan, Kabardino-Balkaria, North Ossetia-Alania
	3	Balance of Country
RWANDA	2	Entire Country

Country	Zone	Provinces/Territories/States/Counties
SAMOA (WESTERN)	2	Entire Country
SAN MARINO	2	Entire Country
SAO TOME & PRINCIPE	4	Entire Country
SAUDI ARABIA	2	Jizan, Tabuk
	4	Balance of Country
SENEGAL	3	Entire Country
SERBIA	2	Entire Country
SEYCHELLES	4	Entire Country
SIERRA LEONE	4	Entire Country
SINGAPORE	4	Entire Country
SINT MAARTEN	1	Entire Country for Limits of Liability
	3	Entire Country for Deductibles
SLOVAKIA	3	Entire Country
SLOVENIA	2	Entire Country
SOLOMON ISLANDS	1	Entire Country
SOMALIA	3	Entire Country
SOUTH AFRICA	2	Free State, Western Cape
	3	Balance of Country
SOUTH KOREA	3	Entire Country
SOUTHERN SUDAN	3	Entire Country
SPAIN	2	Andalusia, Murcia
	3	Balance of Country
SRI LANKA	3	Entire Country
SAINT BARTHELEMY	1	Entire Country for Limits of Liability
	2	Entire Country for Deductibles
SAINT KITTS AND NEVIS	1	Entire Country for Limits of Liability
	2	Entire Country for Deductibles
ST. LUCIA	1	Entire Country for Limits of Liability
	2	Entire Country for Deductibles
ST. MARTIN	1	Entire Country for Limits of Liability
	2	Entire Country for Deductibles
ST. VINCENT AND THE GRENADINES	1	Entire Country for Limits of Liability
	2	Entire Country for Deductibles
SURINAME	4	Entire Country
SWAZILAND	2	Entire Country
SWEDEN	4	Entire Country
SWITZERLAND	4	Entire Country

Country	Zone	Provinces/Territories/States/Counties
TAIWAN	1	Entire Country
TAJIKISTAN	1	Entire Country
TANZANIA	2	Kigoma, Arusha, Singida, Dodoma, Manyara, Rukwa, Mbeya, Iringa, Ruvuma, Mtwara
	3	Balance of Country
THAILAND	2	Chiang Rai, Payao, Nan, Chang Mai, Mae Hong Son, Lampang, Lampun, Phrae, Uttaradit, Sukhothai, Tak, Phitsanulok, Kamphaeng Phet, Phichit, Nakhon Sawan, Uthai Thani, Kanchanaburi, Chai Nat, Lop Buri, Sara Buri, Nakon Nayok, Ang Thong, Phra Nakhon Si Ayuthaya, Nakhon Pathom, Sing Buri, Pathum Thani, Bangkok, Samut Songkhram, Samut Sakhon, Nonthaburi, Samut Prakan, Phetchaburi
	3	Balance of Country
TIMOR-LESTE	2	Entire Country
TOGO	3	Entire Country
TONGA	2	Entire Country
TRINIDAD AND TOBAGO	1	Entire Country for Limits of Liability
	2	Entire Country for Deductibles
TUNISIA	2	Ariana, Béja, Ben Arous, Bizerte, Gafsa, Jendouba, Manouba, Monastir, Nabeul, Sousse, Tunis, Zaghouan
	3	Balance of Country
TÜRKIYE	1	Entire Country
TURKMENISTAN	1	Entire Country
TURKS AND CAICOS	1	Entire Country for Limits of Liability
	3	Entire Country for Deductibles
TUVALU	4	Entire Country
UGANDA	2	Entire Country
UKRAINE	4	Entire Country
UNITED ARAB EMIRATES	4	Entire Country
UNITED KINGDOM including Guernsey, Jersey	3	Entire Country
URUGUAY	4	Entire Country
UZBEKISTAN	1	Entire Country
VANUATU	2	Entire Country
VATICAN CITY	1	Entire Country
VENEZUELA	1	Balance of Country
	2	Carabobo, Aragua, Guarico, Vargas, Miranda, Dpto Capital, Anzoategui, Monagas
	4	Delta Amacuro, Bolivar, Amazonas

Country	Zone	Provinces/Territories/States/Counties
VIETNAM	2	Lai Chau, Lao Cai, Yen Bai, Son La, Hoa Binh, Vinh Phu, Hanoi, Hai Phong, Ha Tay, Hai Hung, Thai Binh, Nom Ha, Ninh Binh, Thanh Hoa, Nghe An, Ha Tinh, Quang Binh, Quang Ngai, Binh Dinh, Phu Yen, Khanh Hoa, Ninh Thuan
	3	Balance of Country
WESTERN SAHARA	4	Entire Country
YEMEN	4	Entire Country
ZAMBIA	2	Northern, Southern
	3	Balance of Country
ZIMBABWE	3	Entire Country

Any country not listed is designated as Zone 1 unless stated differently in the Declarations of this Policy.

Appendix C – Named Storm Zones for USA Including its Commonwealths and Territories



This list is for informational purposes only and does not convey any coverage under the policy.

Country - The United States of America		
State	Zone	Counties/Parishes/Independent Cities
Alabama	1	Baldwin, Mobile
	2	Clarke, Covington, Escambia, Geneva, Houston, Washington
	3	Balance of State
Connecticut	3	Fairfield, Middlesex, New Haven, New London
	4	Balance of State
Delaware	3	Entire State
Dist. of Columbia	3	Entire State
Florida	1	Bay, Brevard, Broward, Calhoun, Charlotte, Citrus, Collier, Desoto, Dixie, Duval, Escambia, Flagler, Franklin, Glades, Gulf, Hardee, Hendry, Hernando, Highlands, Hillsborough, Indian River, Jefferson, Lee, Levy, Liberty, Manatee, Martin, Miami-Dade, Monroe, Nassau, Okaloosa, Okeechobee, Orange, Osceola, Palm Beach, Pasco, Pinellas, Polk, Santa Rosa, Sarasota, Seminole, St. Johns, St. Lucie, Taylor, Volusia, Wakulla, Walton, Washington
	2	Balance of State
Georgia	1	Bryan, Camden, Chatham, Glynn, Liberty, McIntosh
	2	Appling, Brantley, Bulloch, Charlton, Effingham, Evans, Long, Pierce, Tattnall, Wayne
	3	Balance of State
Hawaii	1	Entire State
Louisiana	1	Acadia, Ascension, Assumption, Calcasieu, Cameron, Iberia, Iberville Jefferson, Jefferson Davis, Lafayette, Lafourche, Livingston, Orleans, Plaquemines, St. Bernard, St. Charles, St. James, St. John the Baptist, St. Martin, St. Mary, St. Tammany, Tangipahoa, Terrebonne, Vermilion, Washington
	2	Allen, Beauregard, East Baton Rouge, East Feliciana, Evangeline, Pointe Coupee, St. Landry, St. Helena, West Baton Rouge, West Feliciana
	3	Balance of State
Maryland	1	Somerset, Wicomico, Worcester
	3	Anne Arundel, Baltimore, Baltimore City, Calvert, Caroline, Cecil, Charles, Dorchester, Harford, Howard, Kent, Montgomery, Prince George's, Queen Anne's, St. Mary's, Talbot
	4	Balance of State
Massachusetts	3	Barnstable, Bristol, Dukes, Essex, Middlesex, Nantucket, Norfolk, Plymouth, Suffolk
	4	Balance of State

Country - The United States of America		
State	Zone	Counties/Parishes/Independent Cities
Mississippi	1	George, Hancock, Harrison, Jackson, Pearl River, Stone
	2	Amite, Forrest, Greene, Lamar, Marion, Perry, Pike, Walthall, Wilkinson
	3	Balance of State
New Jersey	3	Atlantic, Bergen, Burlington, Camden, Cape May, Cumberland, Essex, Gloucester, Hudson, Middlesex, Monmouth, Ocean, Passaic, Salem, Somerset, Union
	4	Balance of State
New York	3	Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Suffolk, Westchester
	4	Balance of State
North Carolina	1	Beaufort, Bertie, Brunswick, Camden, Carteret, Chowan, Columbus, Craven, Currituck, Dare, Hyde, Jones, New Hanover, Onslow, Pamlico, Pasquotank, Pender, Perquimans, Tyrrell, Washington
	3	Balance of State
Rhode Island	3	Entire State
South Carolina	1	Beaufort, Berkeley, Charleston, Colleton, Dorchester, Georgetown, Horry, Jasper
	2	Allendale, Bamberg, Clarendon, Dillon, Florence, Hampton, Marion, Williamsburg
	3	Balance of State
Texas	1	Aransas, Brazoria, Calhoun, Cameron, Chambers, Fort Bend, Galveston, Harris, Jackson, Jefferson, Kenedy, Kleberg, Liberty, Matagorda, Nueces, Orange, Refugio, San Patricio, Victoria, Wharton, Willacy
	2	Austin, Bee, Brooks, Colorado, DeWitt, Duval, Goliad, Grimes, Hardin, Hidalgo, Jasper, Jim Hogg, Jim Wells, Lavaca, Live Oak, McMullen, Montgomery, Newton, Polk, San Jacinto, Starr, Tyler, Walker, Waller
	4	Balance of State
Virginia	1	Counties: Accomack, Gloucester, Isle of Wight, James City, Lancaster, Mathews, Middlesex, Northampton, Northumberland, Surry, York
	1	Independent Cities: Chesapeake, Franklin City, Hampton, Newport News, Norfolk, Poquoson, Portsmouth, Suffolk, Virginia Beach, and Williamsburg
	3	Balance of State
All Other States	4	Entire State

Commonwealths, Territories and Possessions of The United States of America		
	ZONE	
American Samoa	2	Entire Territory
Guam	1	Entire Territory
Northern Mariana Islands	1	Entire Commonwealth
Puerto Rico	1	Entire Commonwealth
U.S. Virgin Islands	1	Entire Territory
All other US Territories and Possessions	1	Entire Territory

Appendix D – Named Storm Zones Worldwide Except USA its Commonwealths and Territories



This list is for informational purposes only and does not convey any coverage under the policy.

Country	Zone	Provinces/Territories/States/Counties
AFGHANISTAN	1	Entire Country
ALBANIA	4	Entire Country
ALGERIA	3	Entire Country
ANDORRA	3	Entire Country
ANGOLA	1	Entire Country
ANGUILLA	1	Entire Country
ANTARCTICA	4	Entire Country
ANTIGUA and BARBUDA	1	Entire Country
ARMENIA	4	Entire Country
ARGENTINA	4	Entire Country
ARUBA	1	Entire Country for Limits of Liability
	3	Entire Country for Deductibles
AUSTRALIA	1	Western Australia Postcodes: 6701,6707,6710,6711,6712,6713,6714,6716,6718,6720,6721,6722,6725,6726, 6728,6731,6733,6740,6743,6751,6754,6760,6762,6765, Northern Territory Postcodes: 0800,0810,0812,0820,0822,0828,0829,0830,0832, 0835,0836,0837,0838,0840,0841,0845,0846,0847,0850,0852,0853,0854,0862, 0880,0885,0886, Christmas Island, Cocos (Keeling) Islands
	2	Queensland Postcodes: 4580,4581,4620,4621,4630,4650,4655,4659,4660, 4662,4670,4671,4673,4674,4676,4677,4678,4680,4694,4695,4697,4699,4700, 4701,4702,4703,4704,4705,4706,4707,4710,4711,4712,4714,4715,4716,4717, 4718,4720,4721,4723,4737,4738,4739,4740,4741,4742,4743,4744,4745,4746, 4750,4751,4753,4754,4756,4757,4798,4799,4800,4801,4802,4803,4804,4805, 4806,4807,4808,4809,4810,4811,4812,4813,4814,4815,4816,4817,4818,4819, 4820,4830,4849,4850,4852,4854,4855,4856,4857,4858,4859,4860,4861,4865, 4868,4869,4870,4871,4872,4873,4874,4875,4876,4877,4878,4879,4880,4881, 4882,4883,4884,4885,4886,4887,4888,4890,4891,4895
	3	Balance of Country
AUSTRIA	4	Entire Country
AZERBAIJAN	4	Entire Country
BAHAMAS	1	Entire Country
BAHRAIN	4	Entire Country
BANGLADESH	1	Entire Country

Country	Zone	Provinces/Territories/States/Counties
AFGHANISTAN	1	Entire Country
BARBADOS	1	Entire Country
BELARUS	4	Entire Country
BELGIUM	3	Entire Country
BELIZE	1	Entire Country
BENIN	4	Entire Country
BERMUDA	1	Entire Country
BHUTAN	4	Entire Country
BOLIVIA	4	Entire Country
BOSNIA & HERZEGOVINA	4	Entire Country
BOTSWANA	3	Entire Country
BRAZIL	4	Entire Country
BRITISH VIRGIN ISLANDS	1	Entire Country
BRUNEI DARUSSALAM	4	Entire Country
BULGARIA	4	Entire Country
BURKINA FASO	4	Entire Country
BURUNDI	1	Entire Country
CAMBODIA	3	Entire Country
CAMEROON	4	Entire Country
CANADA	4	Entire Country
CAPE VERDE	3	Entire Country
CAYMAN ISLANDS	1	Entire Country
CENTRAL AFRICAN REPUBLIC	4	Entire Country
CHAD	3	Entire Country
CHILE	3	Entire Country
CHINA	1	Hainan, Macau, Guangdong, Fujian, Zhejiang, Shanghai, Jiangsu, Shangdong
	2	Hong Kong
	4	Balance of Country
COLOMBIA	3	Entire Country
COMOROS	3	Entire Country
CONGO, REPUBLIC OF THE	4	Entire Country
CONGO, DEMOCRATIC REPUBLIC OF	1	Entire Country
COOK ISLANDS	1	Entire Country
COSTA RICA	1	Entire Country

Country	Zone	Provinces/Territories/States/Counties
AFGHANISTAN	1	Entire Country
COTE D'IVOIRE, REPUBLIC OF	4	Entire Country
CROATIA	3	Entire Country
CUBA	1	Entire Country
CURACAO	1	Entire Country for Limits of Liability
	3	Entire Country for Deductibles
CYPRUS	4	Entire Country
CZECHIA	4	Entire Country
DENMARK	3	Entire Country
DJIBOUTI	4	Entire Country
DOMINICA	1	Entire Country
DOMINICAN REPUBLIC	1	Entire Country
ECUADOR	4	Entire Country
EGYPT	4	Entire Country
EL SALVADOR	2	Entire Country
EQUATORIAL GUINEA	4	Entire Country
ERITREA	4	Entire Country
ESTONIA	3	Entire Country
ETHIOPIA	4	Entire Country
FAROE ISLANDS	3	Entire Country
FEDERATED STATES OF MICRONESIA	1	Entire Country
FIJI	1	Entire Country
FINLAND	3	Entire Country
FRANCE	4	Entire Country
FRENCH GUIANA		Entire Country
FRENCH POLYNESIA	1	Entire Country
GABON	3	Entire Country
GAMBIA	4	Entire Country
GERMANY	3	Entire Country
GHANA	3	Entire Country
GIBRALTAR	3	Entire Country
GREECE	4	Entire Country
GREENLAND	4	Entire Country
GRENADA	1	Entire Country
GEORGIA	1	Entire Country
GUADELOUPE	1	Entire Country

Country	Zone	Provinces/Territories/States/Counties
AFGHANISTAN	1	Entire Country
GUATEMALA	1	Izabal
	2	Balance of Country
GUINEA	4	Entire Country
GUINEA- BISSAU	4	Entire Country
GUYANA	3	Entire Country
HAITI	1	Entire Country
HONDURAS	1	Entire Country
HUNGARY	4	Entire Country
ICELAND	4	Entire Country
INDIA	1	Andhra Pradesh, Jharkhand, Mizoram, Orissa, Tamil Nadu, Telangana, Tripura, West Bengal
	3	Balance of Country
INDONESIA	3	Entire Country
IRAQ	4	Entire Country
IRELAND	3	Entire Country
ISLE OF MAN	3	Entire Country
ISRAEL	4	Entire Country
ITALY	3	Entire Country
JAMAICA	1	Entire Country
JAPAN	3	Regions of Hokkaido, Tohoku
	1	Balance of Country
JORDAN	4	Entire Country
KAZAKHSTAN	4	Entire Country
KENYA	3	Entire Country
KIRIBATI	1	Entire Country
KOREA, DEMOCRATIC PEOPLES REPUBLIC (NORTH KOREA)	3	Entire Country
KOREA, REPUBLIC OF (SOUTH KOREA)	2	Entire Country
KOSOVO	4	Entire Country
KUWAIT	4	Entire Country
KYRGYZSTAN (KYRGYZ REPUBLIC)	4	Entire Country
LAOS	3	Entire Country
LATVIA	3	Entire Country
LEBANON	4	Entire Country

Country	Zone	Provinces/Territories/States/Counties
AFGHANISTAN	1	Entire Country
LESOTHO	4	Entire Country
LIBERIA	4	Entire Country
LIBYA	4	Entire Country
LIECHTENSTEIN	4	Entire Country
LITHUANIA	3	Entire Country
LUXEMBOURG	4	Entire Country
MACEDONIA	4	Entire Country
MADAGASCAR	2	Entire Country
MALAWI	4	Entire Country
MALAYSIA	3	Entire Country
MALDIVES	3	Entire Country
MALI	4	Entire Country
MALTA	4	Entire Country
MARSHALL ISLANDS	2	Entire Country
MARTINIQUE	1	Entire Country
MAURITANIA	4	Entire Country
MAURITIUS	1	Entire Country
MAYOTTE	1	Entire Country
MEXICO	1	Baja California Sur, Colima, Campeche, Chiapas, Guerrero, Jalisco, Michoacan, Oaxaca, Quintana Roo, Tabasco, Tamaulipas, Veracruz, Yucatan
	4	Balance of Country
MOLDOVA	4	Entire Country
MONACO	3	Entire Country
MONGOLIA	4	Entire Country
MONTENEGRO	4	Entire Country
MONTSERRAT	1	Entire Country
MOROCCO	4	Entire Country
MOZAMBIQUE	1	Entire Country
MYANMAR	1	Entire Country
NAMIBIA	4	Entire Country
NAURU	4	Entire Country
NEPAL	4	Entire Country
NETHERLANDS	4	Balance of Country
	1	Bonaire for Limits of Liability
	3	Bonaire for Deductibles
	1	Saba
	1	Sint Eustatius

Country	Zone	Provinces/Territories/States/Counties
AFGHANISTAN	1	Entire Country
NEW CALEDONIA	1	Entire Country
NEW ZEALAND	3	Entire Country
NICARAGUA	1	RAAN (Bilwi), RAAS (Bluefields)
	2	Balance of Country
NIGER	4	Entire Country
NIGERIA	4	Entire Country
NIUE	1	Entire Country
NORFOLK ISLAND	2	Entire Country
NORWAY	3	Entire Country
OMAN	3	Entire Country
PAKISTAN	3	Entire Country
PALAU	1	Entire Country
PALESTINE	4	Entire Country
PANAMA	3	Entire Country
PAPUA NEW GUINEA	3	Entire Country
PARAGUAY	4	Entire Country
PERU	4	Entire Country
PHILIPPINES	1	Entire Country
PITCAIRN ISLANDS	1	Entire Country
POLAND	3	Entire Country
PORTUGAL	3	Azores Autonomous Region
	4	Balance of Country
QATAR	4	Entire Country
REUNION	1	Entire Country
ROMANIA	4	Entire Country
RUSSIAN FEDERATION	4	Entire Country
RWANDA	4	Entire Country
SAMOA (WESTERN)	1	Entire Country
SAN MARINO	4	Entire Country
SAO TOME & PRINCIPE	4	Entire Country
SAUDI ARABIA	4	Entire Country
SENEGAL	4	Entire Country
SERBIA	4	Entire Country
SEYCHELLES	3	Entire Country
SIERRA LEONE	4	Entire Country

Country	Zone	Provinces/Territories/States/Counties
AFGHANISTAN	1	Entire Country
SINGAPORE	4	Entire Country
SINT MAARTEN	1	Entire Country
SLOVAKIA	4	Entire Country
SLOVENIA	4	Entire Country
SOLOMON ISLANDS	2	Entire Country
SOMALIA	4	Entire Country
SOUTH AFRICA	4	Entire Country
SOUTH KOREA	2	Entire Country
SOUTHERN SUDAN	4	Entire Country
SPAIN	4	Entire Country
SRI LANKA	2	Entire Country
SAINT BARTHELEMY	1	Entire Country
SAINT KITTS AND NEVIS	1	Entire Country
SAINT LUCIA	1	Entire Country
SAINT MARTIN	1	Entire Country
SAINT VINCENT AND THE GRENADINES	1	Entire Country
SURINAME	4	Entire Country
SWAZILAND	4	Entire Country
SWEDEN	3	Entire Country
SWITZERLAND	4	Entire Country
TAIWAN	1	Entire Country
TAJIKISTAN	4	Entire Country
TANZANIA	4	Entire Country
THAILAND	3	Entire Country
TIMOR-LESTE	3	Entire Country
TOGO	4	Entire Country
TONGA	1	Entire Country
TRINIDAD AND TOBAGO	1	Entire Country
TUNISIA	4	Entire Country
TÜRKIYE	4	Entire Country
TURKMENISTAN	4	Entire Country
TURKS AND CAICOS	1	Entire Country
TUVALU	3	Entire Country
UGANDA	4	Entire Country
UKRAINE	4	Entire Country

Country	Zone	Provinces/Territories/States/Counties
AFGHANISTAN	1	Entire Country
UNITED ARAB EMIRATES	4	Entire Country
UNITED KINGDOM including Guernsey, Jersey	3	Entire Country
URUGUAY	3	Entire Country
UZBEKISTAN	4	Entire Country
VANUATU	1	Entire Country
VATICAN CITY	4	Entire Country
VENEZUELA	3	Entire Country
VIETNAM	2	Entire Country
WESTERN SAHARA	4	Entire Country
YEMEN	3	Entire Country
ZAMBIA	4	Entire Country
ZIMBABWE	4	Entire Country

Any country not listed is designated as Zone 1 unless stated differently in the Declarations of this Policy

Appendix E – Flood Zones



This list identifies the Flood Zone for locations being within a High Hazard and Medium Hazard Zone.

Zone	Address	Description
High	USA, 1001, E. 40th St, San Bernardino, California, 92404	
High	USA, 1001, N. Waterman Ave., San Bernardino, California, 92410	
High	USA, 107, W. 11th St, San Bernardino, California, 92410	
High	USA, 1350, South E St., San Bernardino, California, 92408	
High	USA, 1350, South E St., San Bernardino, California, 92408	
High	USA, 137, E. 10th St., San Bernardino, California, 92410	
High	USA, 195, North D Street, San Bernardino, California, 92401	
High	USA, 195, North D Street, San Bernardino, California, 92401	
High	USA, 195, North D Street, San Bernardino, California, 92401	
High	USA, 195, North D Street, San Bernardino, California, 92401	
High	USA, 195, North D Street, San Bernardino, California, 92401	
High	USA, 195, North D Street, San Bernardino, California, 92401	
High	USA, 195, North D Street, San Bernardino, California, 92401	
High	USA, 195, North D Street, San Bernardino, California, 92401	
High	USA, 195, North D Street, San Bernardino, California, 92401	
High	USA, 195, North D Street, San Bernardino, California, 92401	
High	USA, 1990, West Agua Mansa Rd., Colton, California, 92324	
High	USA, 1990, West Agua Mansa Rd., Colton, California, 92324	
High	USA, 1990, West Agua Mansa Rd., Colton, California, 92324	
High	USA, 1990, West Agua Mansa Rd., Colton, California, 92324	
High	USA, 1990, West Agua Mansa Rd., Colton, California, 92324	
High	USA, 1990, West Agua Mansa Rd., Colton, California, 92324	
High	USA, 1990, West Agua Mansa Rd., Colton, California, 92324	
High	USA, 1990, West Agua Mansa Rd., Colton, California, 92324	
High	USA, 1990, West Agua Mansa Rd., Colton, California, 92324	
High	USA, 1990, West Agua Mansa Rd., Colton, California, 92324	
High	USA, 1990, West Agua Mansa Rd., Colton, California, 92324	
High	USA, 1990, West Agua Mansa Rd., Colton, California, 92324	
High	USA, 2001, W. Foothill Blvd, San Bernardino, California, 92410	
High	USA, 217, E. 11th St, San Bernardino, California, 92410	
High	USA, 2185, N. Crestview Ave, San Bernardino, California, 92404	
High	USA, 230, E. 7th St, San Bernardino, California, 92410	
High	USA, 2500, W. Baseline St, San Bernardino, California, 92410	
High	USA, 2500, W. Baseline St, San Bernardino, California, 92410	
High	USA, 2500, W. Baseline St, San Bernardino, California, 92410	
High	USA, 260, E. 7th St, San Bernardino, California, 92410	
High	USA, 262, W. 10th St, San Bernardino, California, 92410	
High	USA, 2641 1/2, N. E St, San Bernardino, California, 92405	
High	USA, 3009, N. Mt. View Ave, San Bernardino, California, 92405	
High	USA, 397, Chandler Ave, San Bernardino, California, 92408	
High	USA, 399, Chandler Place, San Bernardino, California, 92408	Water Reclamation Plant
High	USA, 399, Chandler Place, San Bernardino, California, 92408	Water Reclamation Plant
High	USA, 399, Chandler Place, San Bernardino, California, 92408	Water Reclamation Plant
High	USA, 399, Chandler Place, San Bernardino, California, 92408	Water Reclamation Plant
High	USA, 399, Chandler Place, San Bernardino, California, 92408	Water Reclamation Plant
High	USA, 399, Chandler Place, San Bernardino, California, 92408	Water Reclamation Plant
High	USA, 399, Chandler Place, San Bernardino, California, 92408	Water Reclamation Plant
High	USA, 399, Chandler Place, San Bernardino, California, 92408	Water Reclamation Plant
High	USA, 399, Chandler Place, San Bernardino, California, 92408	Water Reclamation Plant
High	USA, 399, Chandler Place, San Bernardino, California, 92408	Water Reclamation Plant
High	USA, 399, Chandler Place, San Bernardino, California, 92408	Water Reclamation Plant
High	USA, 399, Chandler Place, San Bernardino, California, 92408	Water Reclamation Plant
High	USA, 399, Chandler Place, San Bernardino, California, 92408	Water Reclamation Plant
High	USA, 428, S. D Street, San Bernardino, California, 92401	
High	USA, 470, S. D St, San Bernardino, California, 92401	
High	USA, 470, S. D St, San Bernardino, California, 92401	
High	USA, 524, Perimeter Rd, San Bernardino, California, 92408	
High	USA, 5290, N. Electric Ave, San Bernardino, California, 92407	
High	USA, 6300, N. Devil Canyon Rd, San Bernardino, California, 92407	
High	USA, 6700, N. Devils Canyon Rd, San Bernardino, California, 92407	
High	USA, 780, E. 6th St, San Bernardino, California, 92410	
High	USA, 800, S. Arrowhead Av, San Bernardino, California, 92408	
High	USA, 865, E. Lynwood Dr, San Bernardino, California, 92404	
High	USA, 882, S. Tippecanoe Ave, San Bernardino, California, 92408	
High	USA, Misc Equipment, San Bernardino, California, 92408	
High	USA, Mobile Equipment, San Bernardino, California, 92408	
High	USA, Vehicles, San Bernardino, California, 92408	
Medium	USA, 1265, W. Reservoir Dr, San Bernardino, California, 92407	Newmark Plant
Medium	USA, 1265, W. Reservoir Dr, San Bernardino, California, 92407	Newmark Plant
Medium	USA, 1265, W. Reservoir Dr, San Bernardino, California, 92407	Newmark Plant
Medium	USA, 1964, W. Baseline St, San Bernardino, California, 92411	
Medium	USA, 2830, Y Street, San Bernardino, California, 92408	
Medium	USA, 3150, N. Waterman Ave, San Bernardino, California, 92404	Waterman Plant
Medium	USA, 4099, N. 4th Ave., San Bernardino, California, 92407	
Medium	USA, 4401, N. Western Ave, San Bernardino, California, 92407	
Medium	USA, 510, E. 40th St, San Bernardino, California, 92404	
Medium	USA, 5735, N. Sepulveda Ave, San Bernardino, California, 92404	
Medium	USA, 5735, North Sepulveda Ave, San Bernardino, California, 92404	
Medium	USA, 694, E. 40th St., San Bernardino, California, 92404	
Medium	USA, 710, W. 48th St, San Bernardino, California, 92407	
Medium	USA, Sewer Collections, San Bernardino, California, 92404	

If the "Description" field(s) above are populated, please note that the information used to populate the field has been provided by the customer in the Statement of Values, and this information is used solely for reference and identification purposes.

Appendix F – Schedule of Locations - NCP Earth Movement



Schedule of Locations – Description of Location and Location Limit (PD & TE Combined)

- PD means the total of all applicable coverages combined other than for **time element loss**.
- TE means the total of all applicable coverages combined for **time element loss**.

Loc #	Description of Location & Location Address				Occupancy description	Exposure Description	TIV
	Facility Name	Location Address	Occupancy	Site Info / Construction			
114	Old South S.B. Complex	882 S. Tippecanoe Ave San Bernardino, CA 92408			Rental	0.5 to businesses, homes	\$70,671
125	40th & Harrison	1001 E. 40th Street San Bernardino, CA 92404			Operations equip	1/4 mi homes	\$65,664
165	MW 15	1001 N. Waterman Ave. San Bernardino, CA 92410	Well Pump		Operations equip	Next to homes	\$65,965
31	10th & "J" St. Well	1004 W. 10th Street San Bernardino, CA 92411	Well Pump & Bldg.	450 gal chorine tank	Operations equip	0.3 mi homes	\$155,621
42	Olive & Garner St. Well	1048 N. Garner Avenue San Bernardino, CA 92411	Olive & Garner Street	1 well w/bldg.	Operations equip	next to homes/1/4mi school	\$155,621
40	MW 136	1064 W. 11th St. San Bernardino, CA 92411	Well Pump		Operations equip	Next to homes	\$65,965
110	EPA Well 4	107 W. 11th St San Bernardino, CA 92410	EPA Well 4		Operations equip	next to homes	\$65,965
118	EPA Well 1	1094 N Stoddard Ave San Bernardino, CA 92410	EPA Well 1		Operations equip	next to homes	\$65,965
55	10th & "J" St. Well	1013 W 10th St. San Bernardino, CA 92404	10th	1 well w/bldg.			\$88,398
120	MW 139	1156 N. Wilson St. San Bernardino, CA 92411	Well Pump		Operations equip	Next to homes	\$65,965
155	MW 137	1187 N. Herrington Ave. San Bernardino, CA 92411	Well Pump		Operations equip	Next to homes	\$65,965
44	MW 138	1191 N. Western Ave. San Bernardino, CA 92411	Well Pump		Operations equip	Next to homes	\$65,965
75	Encanto Bstr Sta Sta	1200 W. 9th St. San Bernardino, CA 92411	Encanto Booster Station - Operations Equip		Operations equip	next to homes	\$98,667
154	MW 11	1221 N. Genevieve St. San Bernardino, CA 92405	Well Pump		Operations equip	Next to homes	\$65,965

58	Dillson	1274 Sonora Ca San Bernardino, CA 92404	Well Pump & Bldg.				\$110,795
151	EPA Well 7	1295 W. 48th Street San Bernardino, CA 92407	EPA Well 7 - Operations Equip		Operations equip	1/4mi homes/0.1mi church	\$65,965
95	EPA Well 108	1306 N. G Street San Bernardino, CA 92405	Well Pump		Operations equip	next to homes	\$65,965
135	EPA Well 110	1335 N. Garner Ave San Bernardino, CA 92411	EPA Well 110 - Operations Equip		Operations equip	next to homes	\$88,398
166	MW 14	137 E. 10th St. San Bernardino, CA 92410	Well Pump		Operations equip	Next to homes	\$65,965
13	EPA Well 111	1396 N. Pico St San Bernardino, CA 92411	EPA Well 111 - Operations Equip		Operations equip	next to homes	\$88,398
37	MW 07	1500 W. 48th Street San Bernardino, CA 92407	Well Pump		Operations equip	Next to homes	\$65,965
169	EPA Well 112	1580 W. Virginia St San Bernardino, CA 92411	EPA Well 112 - Operations Equip		Operations equip	next to homes	\$88,398
90	MW 08	1635 Windsor Street San Bernardino, CA 92407	Well Pump		Operations equip	Next to homes	\$65,965
27	MW 129	1638 W. 16th St. San Bernardino, CA 92411	Well Pump		Operations equip	Next to homes	\$65,965
70	Cajon Canyon Well	17228 Cajon Blvd San Bernardino, CA 92407	Cajon Canyon Well	1 well w/ bldg.	Operations equip	1.3mi few homes	\$151,172
16	Vincent Well	17230 Cajon Blvd San Bernardino, CA 92407	Vincent Well	1 well w/ bldg.	Operations equip	1.0mi few homes	\$133,227
129	Kenwood Well #2	17234 Cajon Blvd San Bernardino, CA 92407	Kenwood Well #2	Operations Equipment	Operations equip	1.0mi few homes	\$133,227
15	Kenwood Well #1	17236 Cajon Blvd San Bernardino, CA 92407	Kenwood Well	1 well w/ bldg.	Operations equip	1.0mi few homes	\$110,791
126	Devil Canyon #1 Plant	1895 W. Northpark Blvd San Bernardino, CA 92407	Well Pump & Bldg.		Operations equip	0.1mi homes;0.3mi university	\$218,752
39	MW 130	1924 N. Garner Ave. San Bernardino, CA 92411	Well Pump		Operations equip	Next to homes	\$65,965
51	Mt. Vernon Well	1955 W. Highland Ave San Bernardino, CA 92407	Mt. Vernon Well	1 well w/bldg.	Operations equip	1/4 mi homes	\$133,227
52	Baseline & Calif Plant	1964 W. Baseline St San Bernardino, CA 92411	Baseline & California	1 well w/o bldg. and 1 booster w/o bldg.	Operations equip	0.1 mi to homes/1/4mi schl	\$206,276
76	Irvington	2000 Irvington Ave San Bernardino, CA 92407	Devil Canyon #2 Well	1 well w/bldg.			\$133,227
59	Foothill Bsts	2001 W. Foothill Blvd San Bernardino, CA 92410	Foothill Booster Stn	Well Pump	Operations equip	1/4 mi homes	\$80,721
4	Hill Bstr Sta	209 E. Hill Drive San Bernardino, CA 92404	Hill Bstr	Well Pump	Operations equip	next to homes	\$57,883
152	Devil Canyon #2 Well	2100 W. Irvington Ave San Bernardino, CA 92407	Well Pump & Bldg.	Well Pump	Operations equip	0.3 mi homes	\$187,307
132	EPA Well 5	217 E. 11th St San Bernardino, CA 92410	EPA Well 5	Well Pump	Operations equip	next to homes	\$65,965

150	Perris Hill Plant	2185 N. Crestview Avenue San Bernardino, CA 92404	Perris Hill Well #4 Perris Hill Plant OPS Equip + Chlorine		Operations equip	0.1 mi homes;0.3mi hosp/school	\$197,595
168	EPA Well 3	226 W. 11th St San Bernardino, CA 92410	EPA Well 3	Well Pump	Operations equip	next to homes	\$65,965
52	Mallory Plant	2299 W. Mallory Street San Bernardino, CA	Mallory Well	1 booster reservoir; 1 well w/o bldg. and 2 boosters w/o bldg.	Reservoir w/equip	0.1 mi to homes/1/4mi schl	\$505,973
71	7th Street Plant	230 E. 7th St San Bernardino, CA 92410	Well Pump & Bldg.	101,000 gal concrete reservoir	Reservoir w/equip	1/4 mi homes & business	\$711,179
50	23rd St. Well	2348 N. E Street San Bernardino, CA 92405	23rd Street Well	1 well w/bldg.	Operations equip	1/4 mi homes & school	\$133,227
160	MW 128	2379 N. Western Ave. San Bernardino, CA 92411	Well Pump		Operations equip	Next to homes	\$65,965
78	7th Street Plant	260 E. 7th St San Bernardino, CA 92410	7th Street Plant	1 booster reservoir; 1 well w/o bldg.; 1 booster w/o bldg.			\$444,613
144	MW 13	262 W. 10th St. San Bernardino, CA 92410	Well Pump		Operations equip	Next to homes	\$65,965
36	North E Plant	2641 1/2 N. E Street San Bernardino, CA 92405	North East Plant	233,000 gal reservoir concrete, 3 boosters, 1 well, 1 pump bldg.	Reservoir w/equip	next to homes & fire station	\$931,005
143	27th & Acacia Plant	2762 N. Acacia Avenue San Bernardino, CA 92405	27th & Acacia Plant	247,000 gal reservoir concrete, 1 well w/bldg. and 1 booster w/bldg.	Reservoir w/equip	0.1mi homes;0.2mi conv hosp;0.2 mi school	\$961,663
146	IVDA Well 11 (Norton 2)	2830 Y Street San Bernardino, CA 92408	Chlorine Storage & Bldg.				\$20,835
101	MW 10	289 W. Magnolia Ave. San Bernardino, CA 92405	Well Pump		Operations equip	Next to homes	\$65,965
112	30th & Mt. View Plant	3009 N. Mt. View Avenue San Bernardino, CA 92405	30th & Mt View Plant	1122,000 gal booster reservoir concrete; 2 wells w/bldg. 2 boosters w/bldg. 1 booster w/o bldg.	Reservoir w/equip	next to homes	\$856,898
138	EPA Well 2	334 W. 11th St San Bernardino, CA 92410	Well Pump		Operations equip	next to homes	\$110,795
115	Shandin Hills Bstr Stas	3480 N. Circle Rd San Bernardino, CA 92405	Shandin Hills Booster Stn	2 boosters w/building	Operations equip	next to homes	\$80,315
84	Ridgeline Plant	3514 N. Ridgeline Drive San Bernardino, CA 92407	Ridgeline Plant	1 00,000 gal reservoir, steel 2 boosters w/o bldg.; steel above ground	Reservoir w/equip	1/4 mi homes	\$349,891
100	Ridgeline Bstr Sta	3796 N. Ridgeline Drive San Bernardino, CA 92407	Ridgeline Booster Stn	2 boosters w/o bldg.	Operations equip	1/2 mi homes	\$52,895
69	MW 09	4099 N. 4th Avenue San Bernardino, CA 92407	Well Pump		Operations equip	Next to homes	\$65,965

97	Del Rosa #1 Plant	4100 N. La Hacienda Drive San Bernardino, CA 92404	Del Rosa #1 Plant	460,000 gal reservoir, 2 boosters w/o bldg.; steel above ground	Reservoir w/equip	1/2 mi homes	\$720,144
156	D	428 S. D Street San Bernardino, CA 92401	Mill & D Geo Thermal	1 well w/bldg.			\$110,831
12	Daley Canyon Rsvr	4345 N. Sand Canyon Rd San Bernardino, CA 92404	Daley Canyon Reservoir	1.5M gal reservoir Underground concrete	Reservoir w/equip	1 mi to homes	\$1,788,009
68	EPA Well 6	4401 N. Western Avenue San Bernardino, CA 92407	Well Pump & Bldg.		Operations equip	next to homes	\$110,795
96	Ridgeview Rsvr	4500 David Way San Bernardino, CA 92404	Ridgeview Booster Stn	Well & booster pump with bldg.			\$80,721
73	Quail Canyon Plant	4500 N. Del Rosa Ave San Bernardino, CA 92404	Quail Canyon Plant	400,000 gal reservoirs Steel above ground	Reservoir w/equip	1/2 mi homes	\$658,704
104	Mill & "D" GeoThrm	470 S. D Street San Bernardino, CA 92401	Mill & D Street Plant	437,000 gal booster reservoir; 1 well w/bldg; 2 boosters w/bldg.	Operations equip	0.3mi homes & school	\$1,090,606
35	Mill & "D" St. Plant	470 S. D Street San Bernardino, CA 92401		437,000 gal booster reservoir; 1 well w/bldg; 2 boosters w/bldg.	Reservoir w/equip	0.3mi homes & school	\$1,003,801
93	Ridgeview Rsvr	4999 N. David Way San Bernardino, CA 92404	Ridgeview Reservoir	330,000 gal reservoir Steel aboveground, booster pump	Reservoir w/equip	1/4 mi homes	\$558,477
134	Del Rosa Bstr Sta	510 E. 40th St San Bernardino, CA 92404	Del Rosa Booster Stn	3 boosters w/bldg.	Operations equip	next to homes	\$109,086
2	Northpark	5150 Northpark Blvd San Bernardino, CA 92407	Devil Canyon #1 Well	1 well w/bldg. and 3 boosters w/o bldg.			\$218,752
38	IVDA Plant - Boosters 1 & 2	524 Perimeter Rd San Bernardino, CA 92408		Chlorine storage			\$20,835
60	Cultural Center Building	536 W. 11th Street San Bernardino, CA 92410	LEASING	Facility is vacant, Historic Building, Masonry Wood Roof	Rental	50ft offices/classrooms	\$391,759
167	MW 12	570 W. 10th Street San Bernardino, CA 92410	Well Pump		Operations equip	Next to homes	\$65,965
43	Mountain Plant	5735 N. Sepulveda Ave San Bernardino, CA 92404	MTN #1 Booster Reservoir	233,000 gal reservoir Steel above ground	Reservoir w/equip	1/4mi homes	\$771,024
77	Mountain Plant	5735 North Sepulveda Ave San Bernardino, CA 92404	MTN #2 Booster Reservoir	2.2M gal reservoir Above ground steel			\$2,439,127
140	College Rsvr	6300 N. Devil Canyon Rd San Bernardino, CA 92407	College Cyn Reservoir	2.5M gal reservoir Steel above ground	Reservoir w/equip	1/4mi college;01mi homes	\$2,140,184
56	Devil Canyon Plant	6700 N. Devils Canyon Rd San Bernardino, CA 92407	Devil Canyon Reservoir	220,000 reservoir, boosters w/bldg.; underground concrete	Reservoir w/equip	0.3mi homes	\$981,517

163	40th & Valencia Well	694 E. 40th St. San Bernardino, CA 92404	40th & Valencia Well	1 well w/bldg.	Operations equip	1/4 mi homes	\$176,495
14	Sycamore #1 Bstr Sta	710 W. 48th St San Bernardino, CA 92407	Sycamore #1 BSTR	Well Pump with building	Operations equip	next to homes	\$67,401
11	Devil Canyon Domestic Plant	7500 Devils Canyon Rd San Bernardino, CA 92407	Devil Canyon #7 Well	1 well w/bldg.			\$88,398
3	Devil Canyon Domestic Plant	7500 Devils Canyon Rd San Bernardino, CA 92407	Devils Canyon Domestic	Well Pump with building			\$88,398
145	Devil Canyon Domestic Plant	7500 N. Devils Canyon Rd San Bernardino, CA 92407	Devil Canyon #6 Well	1 well w/o bldg.	Reservoir w/equip	1/2 mi to few homes	\$266,351
80	Antil Plant	780 E. 6th Street San Bernardino, CA 92410	Antil Plant	258,000 gal booster reservoir; 2 wells w/bldg; 1 well w/o bldg; 4 boosters w/bldg; 3 boosters w/o bldg.	Reservoir w/equip	0.3 mi homes/schools	\$1,247,795
51	Arwhd.& Cntrl.GeoThrm	800 S. Arrowhead Avenue San Bernardino, CA 92408	Arrowhead & Central	1 well Geo thermal Operations Equipment	Operations equip	1/2mi businesses	\$110,795
8	MW 135	831 W. Orange Street San Bernardino, CA 92410	Well Pump & Bldg.		Operations equip	Next to homes	\$65,965
30	Lynwood Plant	865 E. Lynwood Drive San Bernardino, CA 92404	Lynwood Plant	223,000 gal booster reservoir, 1 well w/bldg. 2 boosters w/bldg.	Reservoir w/equip	next to homes & fire station	\$884,161
	Old South S.B. Complex	882 S. Tippecanoe Ave San Bernardino, CA 92408	Vacant Land			Hydrant	\$74,204
82	EPA Well 109	980 W. Home Ave San Bernardino, CA 92411	EPA Well 109 - Operations	Well Pump with building	Operations equip	next to homes	\$88,398
24		Various Locations San Bernardino, CA 92402	Office Equipment				\$352,583
130		Various Locations San Bernardino, CA 92402	Computer Equipment	Equipment consists of PC's, printers, servers, SCADA, fiber optic network			\$1,025,000
159		Various Locations San Bernardino, CA 92402	Radios & Communications - Radio & Phone	Radios and Phone System			\$352,583
23		Various Locations San Bernardino, CA	IT Equipment - PCs, Laptops, Tablets, Printers)				\$1,125,143
103		Various Locations San Bernardino, CA	Mobile Equipment				\$703,718



THIS DISCLOSURE DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER ANY POLICY.

DISCLOSURE OF IMPORTANT INFORMATION RELATING TO TERRORISM RISK INSURANCE ACT

SCHEDULE*

Premium attributable to risk of loss from certified acts of terrorism for lines of insurance subject to TRIA:

\$7,144.00

*Any information required to complete this Schedule, if not shown above, will be shown in the quote or proposal.

A. Disclosure of Premium

In accordance with the federal Terrorism Risk Insurance Act ("TRIA"), as amended, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to the risk of loss from terrorist acts certified under that Act for lines subject to TRIA. That portion of premium attributable is shown in the Schedule above. The premium shown in the Schedule above is subject to adjustment upon premium audit, if applicable.

B. Disclosure of Federal Participation in Payment of Terrorism Losses

You should know that where coverage is provided by this policy for losses resulting from certified acts of terrorism, the United States Government may pay up to 80% of insured losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

C. Disclosure of \$100 Billion Cap on All Insurer and Federal Obligations

If aggregate insured losses attributable to terrorist acts certified under TRIA exceed \$100 billion in a calendar year (January 1 through December 31) and an insurer has met its deductible under the program, that insurer 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 Treasury.

D. Availability

As required by TRIA, we have made available to you for lines subject to TRIA coverage for losses resulting from acts of terrorism certified under TRIA with terms, amounts and limitations that do not differ materially from those for losses arising from events other than acts of terrorism.

E. Definition of Act of Terrorism under TRIA

TRIA defines "act of terrorism" as any act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act ("TRIA"), to be an act of terrorism. The Terrorism Risk Insurance Act provides that the Secretary of Treasury shall certify an act of terrorism:

1. To be an act of terrorism;
2. To be a violent act or an act that is dangerous to human life, property or infrastructure;
3. To have resulted in damage within the United States, or outside of the United States in the case of an air carrier (as defined in section 40102 of Title 49, United States Code) or a 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), or the premises of a United States mission; and
4. 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.

No act may be certified as an "act of terrorism" if the act is committed as part of the course of a war declared by Congress (except for workers' compensation) or if losses resulting from the act, in the aggregate for insurance subject to TRIA, do not exceed \$5,000,000.



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QUOTATION SUMMARY

June 23, 2025

Marsh & McLennan Agency LLC
Dexter Moreno
633 W 5th St. Suite 1200
Los Angeles, CA 90071

FROM: Vicki Ear for Cathy DeLeon

Outlined below is a summary of the attached quotation obtained for the above noted Insured. The full quote terms, conditions, limitations, and exclusions can be found on the attached quote. Please pay special attention to those items found on the quote, and note that in the event of any discrepancies between the information found on this summary and the quote itself, the quote supersedes our summary. As the broker with the direct relationship with the Insured, it is your responsibility to carefully review with the Insured the terms, conditions, limitations, and exclusions in the quote, and to specifically reconcile with the Insured any differences between those quoted and those you requested. RT Specialty expressly disclaims any responsibility for any failure on your part to review or reconcile any such differences with the Insured.

NAMED INSURED:	City of San Bernardino Municipal Water Department 399 Chandler Place San Bernardino, CA 92408	
PRIMARY RISK ZIP CODE:	92408	
COVERAGE:	Difference in Conditions	
INSURER:	Underwriters at Lloyd's of London (Non-Admitt - Non-Admitted)	
POLICY TERM:	7/31/2025 - 7/31/2026	
ESTIMATED POLICY PREMIUM:	\$155,880.00	
OPTIONAL TRIA:	Available for additional premium (Refer to Quote)	
FEES:	Policy Fee - Carrier	\$200.00
	Company Service Fee	\$200.00
	TOTAL FEES:	\$400.00
ESTIMATED SURPLUS LINES TAX:	Surplus Lines Tax	\$4,688.40
	Stamping Office Fee	\$281.30
	TOTAL TAXES:	\$4,969.70
TOTAL:	\$161,249.70	
AGENT COMMISSION:	13%	



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SPECIAL CONDITIONS / OTHER COVERAGES:

NO FLAT CANCELLATIONS
ALL FEES ARE FULLY EARNED AT INCEPTION

For RT Specialty to file the surplus lines taxes on your behalf, please complete the surplus lines tax document (per the applicable state requirements) and return with your request to bind. Due to state regulations, RT Specialty requires tax documents to be completed within 24 to 48 hours of binding. Please be diligent in returning tax forms.



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HOME STATE FOR NON-ADMITTED RISKS

Taxes and governmental fees are estimates and subject to change based upon current rates of the Home State and risk information available at the date of binding. The Home State of the Insured for a non-admitted risk shall be determined in accordance with the Nonadmitted and Reinsurance Act of 2010, 15. U.S.C §8201, etc. ("NRRA"). Some states require the producing broker to submit a written verification of the insured's Home State for our records. The applicable law (if any) of the Home State governing cancellation or non-renewal of non-admitted insurance, including whether any such laws apply to non-admitted risks, shall apply to this Policy.

BINDING INSTRUCTIONS

We will only bind coverage in writing after we receive a written request from you to bind coverage. If coverage is requested, the subjectivities listed must be submitted:

There are subjectivities that:

- must be complied with or resolved before the contract becomes binding
- apply both before or after inception, compliance with which is a condition of all or part of the coverage; and
- apply after the formation of the contract as conditions of continued coverage.

Failure to provide or comply with these subjectivities might result in a refusal to bind or cancellation of coverage, at the insurer's option. Please note that this is a quote only, and the Insurer reserves the right to amend or withdraw the quote if new, corrected, or updated information is received. You must notify us of any material change in the risk exposure occurring after submission of the application. If the Insurer binds the risk following your written request, the terms of the policy currently in use by the Insurer will supersede the quote.

Any amendments to coverage must be specifically requested in writing or by submitting a policy change request form and then approved by the Insurer. Coverage cannot be affected, amended, extended, or altered through the issuance of certificates of insurance. Underlying Insurers must be rated A- VII or better by A.M. Best.

This quote summary, the quote, the fees quoted and our advice, is confidential. This quote summary and the quote constitutes the entire understanding and supersedes any and all agreements and communications respecting the insurance offered. If you need further information about the quote, our fee or the Insurer that is proposing to provide your insurance, please contact us.



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PREMIUM FINANCE (If not included in the quote document)

If the insured and the insurer agree to bind coverage and the premium will be financed, upon binding, please instruct the premium finance company to send documents to our attention. Premium Finance funds should always be paid to RT Specialty.

PRODUCER COMPENSATION:

RT Specialty is typically compensated through commission from the insurer for the placement of policies in most transactions. The amount of the commission varies by insurance line and by carrier. RT Specialty might also receive additional compensation. In order to place the insurance requested we may charge a reasonable fee for additional services such as performing a risk analysis, comparing policies, processing submissions, communication expenses, inspections, working with underwriters on the coverage proposal, issuing policies, or servicing the policy after issuance. Any fees charged are fully earned at inception of the policy. Third-party inspection or other fees may be separately itemized upon request. Our fees are applied to new policies, renewal policies, and endorsements. Fees applicable to each renewal and endorsement will be set forth in the quotes. It is the insurance carrier's decision whether to offer the insurance quoted, and your client's decision whether to accept the quote. Our fee is not imposed by state law or the Insurer.

Depending upon the Insurer involved with your placement, we might also have an agreement with the Insurer that we are proposing for this placement that might pay us future additional compensation. This compensation could be based on formulas that consider the volume of business placed with the Insurer, the profitability of that business, how much of the business is retained for the Insurer's account each year, and potentially other factors. The agreements frequently consider total eligible premium from all clients placed during a calendar year and any incentive or contingent compensation is often received at a future date. Because of variables in these agreements, we often do not have an accurate means at the time of placement to determine the amount of any additional compensation that might be attributable to any single placement.

You, as the retail broker with the direct relationship with the Insured, must comply with all applicable laws and regulations related to disclosure of and consent and agreement to, compensation, and informing the Insured that it may request more information about producer or broker compensation that might be paid in connection with the Insured's placement. If we request a copy of any legally required insured consent or agreement, you will provide us with a copy. If you need additional information about the compensation arrangements for services provided by RT Specialty affiliates, please contact your RT Specialty representative.

RT Specialty is a division of RSG Specialty, LLC. RSG Specialty, LLC is a Delaware limited liability company and a subsidiary of Ryan Specialty, LLC. In California: RSG Specialty Insurance Services, LLC (License # 0G97516).

Unless this quote is amended or withdrawn it is valid for 30 days from the date shown above, or the proposed effective date, whichever is earlier. This quote can be amended or withdrawn at any time prior to acceptance by the insured. If the quote included with this letter provides otherwise, or in any way conflicts with this letter, the terms of the quote shall govern and control.



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NOTICE

Occurrence Limit of Liability (OLLE) Scheduled Limits

Blanket coverage for first-party property insurance risks has become increasingly difficult to secure and often is not available regardless of price.

Please note that your quote may not provide coverage on a blanket basis and, based on current market conditions, a blanket coverage option might not be available. Any reference(s) to an Occurrence Limit of Liability Endorsement (OLLE), margin clause, maximum amount payable, and/or scheduled limits indicate that blanket coverage is not provided. Instead, the amount of recovery afforded by the policy is limited in some respect to the amount(s) set forth on the Statement of Values (SOV) provided to the insurer. This potentially can materially reduce the insured's recovery in the event of a loss as compared to blanket coverage. Additionally, the policy language for these clauses may vary by insurer and some insurers limit the amount recoverable for extensions of coverage, additional coverages, and additional covered property to the values as shown on the SOV.

Please review this quote very carefully to determine if coverage is being offered or provided on a blanket, or some other more limited, basis.

As such, we strongly recommend that you confirm that the insured is in agreement that they have provided full and accurate amounts for the values set forth on the SOV. RT Specialty expressly disclaims any responsibility for the accuracy or adequacy of the values provided on an SOV. We also note that all decisions concerning coverage and the application of the terms, provisions, conditions, limitations or exclusions of the policy to any claim are made exclusively by the insurers.

INSTRUCTIONS

SECTION 1: Please provide the full name, as it is written on the individual's California license, of the individual who performed or supervised the diligent search. If the search was performed under the individual's license number, enter the individual's California license number in section (A) or if the individual was authorized as an endorsee under an organizational license, enter the name of the organization and its California license number in section (B).

SECTION 3: Please provide a complete response to section (A), and if applicable to section (B). Note: The Insurance Commissioner or his designee may require the surplus line broker to conduct additional searches among admitted insurers for similar placements in the future. (California Insurance Code section 1763[b]) An incomplete response will be tagged and may unnecessarily result in a request for a further search to be conducted.

- **SECTION 3(A):** To avoid mis identification among insurers with similar names, please provide the complete name of the admitted insurer as listed in the California Department of Insurance (CDI) Official Publication of Admitted Companies and the insurance company's National Association of Insurance Commissioners (NAIC) number. Please include Insurer contact name and telephone number or email address, or if a website based quoting platform was used, enter the website name.

Please refer to the California Department of Insurance Official Publication of Admitted Companies.

https://interactive.web.insurance.ca.gov/apex_extprd/f?p=144:1

- **SECTION 3(B):** The detailed explanation in section 3(B) must include a description of the steps the broker took to determine whether three insurers write the type of insurance or risk and the reasoning for the determination. A conclusory statement is insufficient.

SIGNATURE: The Surplus Line Association of California (SLA) will accept a wet signature or a digital and electronic signature from the California Secretary of State's Approved List of Digital Signature Certification Authorities. Please refer to the following link:

<https://www.sos.ca.gov/administration/regulations/current-regulations/technology/digital-signatures/approved-certification-authorities/>

IMPORTANT: Persons who are licensed only as an agent are authorized to offer risks only to admitted insurers for which they are appointed agents (California Insurance Code section 1704). Agents are not authorized to offer a risk to admitted insurers for which they are not appointed agents. A search which is limited to only those companies that have appointed the agent may not necessarily constitute a diligent search of the admitted market.

WHAT TO FILE: This report must be filed along with the Confidential Report of Surplus Line Placement. (SL-1 Form). File this Form with signature, and, only if applicable, the Addendum.

WHERE TO FILE: The SL-1 Form and this report are to be filed by the surplus line broker with SLA within 60 days of placement of coverage with non-admitted insurer(s).

MULTIPLE LICENSEES CONDUCTING SEARCH: If two or more licensees conduct a diligent search of admitted insurers, then each licensee must complete a Diligent Search Report (SL-2 Form). All such reports should be attached to the SL-1 Form.

Please refer to the Coverage Code List and Export Code List under Resources on the Learning Center for the full list of coverages and their respective codes.

<https://learningcenter.slacal.com/resources/filing-requirements-and-procedures/coverage-codes>

<https://learningcenter.slacal.com/resources/filing-requirements-and-procedures/export-list-codes>

**The Surplus Line Association of California
Diligent Search Report (SL-2 FORM)**

Before completing this report, please review the instruction on page 2.

I, hereby submit that I performed or supervised this diligent search, and I am:

(Full Name of the Individual)

(A) licensed as an individual agent-broker for the applicable lines of insurance or surplus line broker under California license number _____; **OR**

(B) licensed and an endorsee on the license of _____ (Full Name of Organization), California license number _____.

(A) Name of Insured: City of San Bernardino Municipal Water Department

(B) Description of Risk: _____

(e.g., Tattoo Parlor, Cannabis Dispensary, Vacant Building. - NOT TYPE OF COVERAGE)

(C) Type of Insurance or Coverage Code: _____

Describe the diligent efforts made to place this coverage with admitted Insurers by completing (A) or, if applicable, (B) below.

(A) List the insurers admitted in California who actually write the type of insurance described on lines 2(B) and 2(C) to which you or someone under your supervision submitted the risk described in lines 2(A) through 2(C).

Please complete ALL sections of the table below.

Insurer (1)		Insurer (2)		Insurer (3)	
NAIC	Month, Year of Declination	NAIC	Month, Year of Declination	NAIC	Month, Year of Declination
FULL NAME OF ADMITTED INSURER		FULL NAME OF ADMITTED INSURER		FULL NAME OF ADMITTED INSURER	
CONTACT INFORMATION		CONTACT INFORMATION		CONTACT INFORMATION	
FULL NAME		FULL NAME		FULL NAME	
PHONE/EMAIL		PHONE/EMAIL		PHONE/EMAIL	
OR WEBSITE		OR WEBSITE		OR WEBSITE	

(B) If you did not list at least three insurers in 3(A) above, describe in detail how you determined that fewer than THREE admitted insurers write the type of insurance described on lines 2(B) and 2(C).

Is the type of insurance you are reporting as identified in 2(C) **private passenger** automobile liability or **health**?

Yes ☐ No ☐

If you answered "yes," please complete the Diligent Search Report Addendum.

The undersigned licensee hereby certifies that this report is true and correct, and that this risk is not being placed with a non-admitted insurer for the sole purpose of securing a rate or premium lower than the lowest rate or premium available from an admitted insurer.

(Signature of Licensee Named on Line 1)

(Date)

Submission #: 25528687

DILIGENT SEARCH REPORT (SL-2 FORM) ADDENDUM

**PRIVATE PASSENGER AUTOMOBILE LIABILITY INSURANCE
COVERAGE OR HEALTH INSURANCE COVERAGE**

1. If **Private Passenger Automobile Liability Insurance** is identified on line 2(C), complete the following:

(A) Does the insured qualify as a "Good Driver" under Section 1861.025 of the California Insurance Code?

https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=INS§ionNum=1861.025.

(CHECK ONE)

Yes ☐

No ☐

(B) Does the coverage that you have placed include, in whole or in part, the limits of coverage provided under the California Automobile Assigned Risk Plan (CAARP)?

(CHECK ONE)

Yes ☐

No ☐

If YES, has this risk been submitted to and found to be ineligible by CAARP?

(CHECK ONE)

Yes ☐

No ☐

If your answer is NO, this coverage cannot be placed with a non-admitted insurer.
(See California Insurance Code section 1763.5)

https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=INS§ionNum=1763.5.

2. If **Health Insurance** is identified on line 2(C), does the insured qualify as a "Small Employer" under California Insurance Code section 10700(x)?

https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=INS&division=2.&title=&part=2.&chapter=8.&article=1.

(CHECK ONE)

Yes ☐

No ☐

IMPORTANT NOTICE:

- 1. The insurance policy that you are applying to purchase 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.**
- 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.

Date: _____

Insured: _____

D-1 (Effective January 1, 2020)

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Burbank, CA 91505
Ph: 818-660-1680
www.rtspecialty.com

25528687B

QUOTATION SUMMARY

June 23, 2025

Marsh & McLennan Agency LLC
Dexter Moreno
633 W 5th St. Suite 1200
Los Angeles, CA 90071

FROM: Vicki Ear for Cathy DeLeon

Outlined below is a summary of the attached quotation obtained for the above noted Insured. The full quote terms, conditions, limitations, and exclusions can be found on the attached quote. Please pay special attention to those items found on the quote, and note that in the event of any discrepancies between the information found on this summary and the quote itself, the quote supersedes our summary. As the broker with the direct relationship with the Insured, it is your responsibility to carefully review with the Insured the terms, conditions, limitations, and exclusions in the quote, and to specifically reconcile with the Insured any differences between those quoted and those you requested. RT Specialty expressly disclaims any responsibility for any failure on your part to review or reconcile any such differences with the Insured.

NAMED INSURED:	City of San Bernardino Municipal Water Department 399 Chandler Place San Bernardino, CA 92408	
PRIMARY RISK ZIP CODE:	92408	
COVERAGE:	Difference in Conditions	
INSURER:	Underwriters at Lloyd's of London (Non-Admitt - Non-Admitted)	
POLICY TERM:	7/31/2025 - 7/31/2026	
ESTIMATED POLICY PREMIUM:	\$52,690.00	
OPTIONAL TRIA:	Available for additional premium (Refer to Quote)	
FEES:	Policy Fee - Carrier	\$200.00
	Company Service Fee	\$200.00
	TOTAL FEES:	\$400.00
ESTIMATED SURPLUS LINES TAX:	Surplus Lines Tax	\$1,592.70
	Stamping Office Fee	\$95.56
	TOTAL TAXES:	\$1,688.26
TOTAL:	\$54,778.26	
AGENT COMMISSION:	13%	



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SPECIAL CONDITIONS / OTHER COVERAGES:

NO FLAT CANCELLATIONS
ALL FEES ARE FULLY EARNED AT INCEPTION

For RT Specialty to file the surplus lines taxes on your behalf, please complete the surplus lines tax document (per the applicable state requirements) and return with your request to bind. Due to state regulations, RT Specialty requires tax documents to be completed within 24 to 48 hours of binding. Please be diligent in returning tax forms.



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HOME STATE FOR NON-ADMITTED RISKS

Taxes and governmental fees are estimates and subject to change based upon current rates of the Home State and risk information available at the date of binding. The Home State of the Insured for a non-admitted risk shall be determined in accordance with the Nonadmitted and Reinsurance Act of 2010, 15. U.S.C §8201, etc. ("NRRA"). Some states require the producing broker to submit a written verification of the insured's Home State for our records. The applicable law (if any) of the Home State governing cancellation or non-renewal of non-admitted insurance, including whether any such laws apply to non-admitted risks, shall apply to this Policy.

BINDING INSTRUCTIONS

We will only bind coverage in writing after we receive a written request from you to bind coverage. If coverage is requested, the subjectivities listed must be submitted:

There are subjectivities that:

- must be complied with or resolved before the contract becomes binding
- apply both before or after inception, compliance with which is a condition of all or part of the coverage; and
- apply after the formation of the contract as conditions of continued coverage.

Failure to provide or comply with these subjectivities might result in a refusal to bind or cancellation of coverage, at the insurer's option. Please note that this is a quote only, and the Insurer reserves the right to amend or withdraw the quote if new, corrected, or updated information is received. You must notify us of any material change in the risk exposure occurring after submission of the application. If the Insurer binds the risk following your written request, the terms of the policy currently in use by the Insurer will supersede the quote.

Any amendments to coverage must be specifically requested in writing or by submitting a policy change request form and then approved by the Insurer. Coverage cannot be affected, amended, extended, or altered through the issuance of certificates of insurance. Underlying Insurers must be rated A- VII or better by A.M. Best.

This quote summary, the quote, the fees quoted and our advice, is confidential. This quote summary and the quote constitutes the entire understanding and supersedes any and all agreements and communications respecting the insurance offered. If you need further information about the quote, our fee or the Insurer that is proposing to provide your insurance, please contact us.



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PREMIUM FINANCE (If not included in the quote document)

If the insured and the insurer agree to bind coverage and the premium will be financed, upon binding, please instruct the premium finance company to send documents to our attention. Premium Finance funds should always be paid to RT Specialty.

PRODUCER COMPENSATION:

RT Specialty is typically compensated through commission from the insurer for the placement of policies in most transactions. The amount of the commission varies by insurance line and by carrier. RT Specialty might also receive additional compensation. In order to place the insurance requested we may charge a reasonable fee for additional services such as performing a risk analysis, comparing policies, processing submissions, communication expenses, inspections, working with underwriters on the coverage proposal, issuing policies, or servicing the policy after issuance. Any fees charged are fully earned at inception of the policy. Third-party inspection or other fees may be separately itemized upon request. Our fees are applied to new policies, renewal policies, and endorsements. Fees applicable to each renewal and endorsement will be set forth in the quotes. It is the insurance carrier's decision whether to offer the insurance quoted, and your client's decision whether to accept the quote. Our fee is not imposed by state law or the Insurer.

Depending upon the Insurer involved with your placement, we might also have an agreement with the Insurer that we are proposing for this placement that might pay us future additional compensation. This compensation could be based on formulas that consider the volume of business placed with the Insurer, the profitability of that business, how much of the business is retained for the Insurer's account each year, and potentially other factors. The agreements frequently consider total eligible premium from all clients placed during a calendar year and any incentive or contingent compensation is often received at a future date. Because of variables in these agreements, we often do not have an accurate means at the time of placement to determine the amount of any additional compensation that might be attributable to any single placement.

You, as the retail broker with the direct relationship with the Insured, must comply with all applicable laws and regulations related to disclosure of and consent and agreement to, compensation, and informing the Insured that it may request more information about producer or broker compensation that might be paid in connection with the Insured's placement. If we request a copy of any legally required insured consent or agreement, you will provide us with a copy. If you need additional information about the compensation arrangements for services provided by RT Specialty affiliates, please contact your RT Specialty representative.

RT Specialty is a division of RSG Specialty, LLC. RSG Specialty, LLC is a Delaware limited liability company and a subsidiary of Ryan Specialty, LLC. In California: RSG Specialty Insurance Services, LLC (License # 0G97516).

Unless this quote is amended or withdrawn it is valid for 30 days from the date shown above, or the proposed effective date, whichever is earlier. This quote can be amended or withdrawn at any time prior to acceptance by the insured. If the quote included with this letter provides otherwise, or in any way conflicts with this letter, the terms of the quote shall govern and control.



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NOTICE

Occurrence Limit of Liability (OLLE) Scheduled Limits

Blanket coverage for first-party property insurance risks has become increasingly difficult to secure and often is not available regardless of price.

Please note that your quote may not provide coverage on a blanket basis and, based on current market conditions, a blanket coverage option might not be available. Any reference(s) to an Occurrence Limit of Liability Endorsement (OLLE), margin clause, maximum amount payable, and/or scheduled limits indicate that blanket coverage is not provided. Instead, the amount of recovery afforded by the policy is limited in some respect to the amount(s) set forth on the Statement of Values (SOV) provided to the insurer. This potentially can materially reduce the insured's recovery in the event of a loss as compared to blanket coverage. Additionally, the policy language for these clauses may vary by insurer and some insurers limit the amount recoverable for extensions of coverage, additional coverages, and additional covered property to the values as shown on the SOV.

Please review this quote very carefully to determine if coverage is being offered or provided on a blanket, or some other more limited, basis.

As such, we strongly recommend that you confirm that the insured is in agreement that they have provided full and accurate amounts for the values set forth on the SOV. RT Specialty expressly disclaims any responsibility for the accuracy or adequacy of the values provided on an SOV. We also note that all decisions concerning coverage and the application of the terms, provisions, conditions, limitations or exclusions of the policy to any claim are made exclusively by the insurers.

INSTRUCTIONS

SECTION 1: Please provide the full name, as it is written on the individual's California license, of the individual who performed or supervised the diligent search. If the search was performed under the individual's license number, enter the individual's California license number in section (A) or if the individual was authorized as an endorsee under an organizational license, enter the name of the organization and its California license number in section (B).

SECTION 3: Please provide a complete response to section (A), and if applicable to section (B). Note: The Insurance Commissioner or his designee may require the surplus line broker to conduct additional searches among admitted insurers for similar placements in the future. (California Insurance Code section 1763[b]) An incomplete response will be tagged and may unnecessarily result in a request for a further search to be conducted.

- **SECTION 3(A):** To avoid mis identification among insurers with similar names, please provide the complete name of the admitted insurer as listed in the California Department of Insurance (CDI) Official Publication of Admitted Companies and the insurance company's National Association of Insurance Commissioners (NAIC) number. Please include Insurer contact name and telephone number or email address, or if a website based quoting platform was used, enter the website name.

Please refer to the California Department of Insurance Official Publication of Admitted Companies.

<https://interactive.web.insurance.ca.gov/apex extprd/f?p=144:1>

- **SECTION 3(B):** The detailed explanation in section 3(B) must include a description of the steps the broker took to determine whether three insurers write the type of insurance or risk and the reasoning for the determination. A conclusory statement is insufficient.

SIGNATURE: The Surplus Line Association of California (SLA) will accept a wet signature or a digital and electronic signature from the California Secretary of State's Approved List of Digital Signature Certification Authorities. Please refer to the following link:

<https://www.sos.ca.gov/administration/regulations/current-regulations/technology/digital-signatures/approved-certification-authorities/>

IMPORTANT: Persons who are licensed only as an agent are authorized to offer risks only to admitted insurers for which they are appointed agents (California Insurance Code section 1704). Agents are not authorized to offer a risk to admitted insurers for which they are not appointed agents. A search which is limited to only those companies that have appointed the agent may not necessarily constitute a diligent search of the admitted market.

WHAT TO FILE: This report must be filed along with the Confidential Report of Surplus Line Placement. (SL-1 Form). File this Form with signature, and, only if applicable, the Addendum.

WHERE TO FILE: The SL-1 Form and this report are to be filed by the surplus line broker with SLA within 60 days of placement of coverage with non-admitted insurer(s).

MULTIPLE LICENSEES CONDUCTING SEARCH: If two or more licensees conduct a diligent search of admitted insurers, then each licensee must complete a Diligent Search Report (SL-2 Form). All such reports should be attached to the SL-1 Form.

Please refer to the Coverage Code List and Export Code List under Resources on the Learning Center for the full list of coverages and their respective codes.

<https://learningcenter.slacal.com/resources/filing-requirements-and-procedures/coverage-codes>

<https://learningcenter.slacal.com/resources/filing-requirements-and-procedures/export-list-codes>

**The Surplus Line Association of California
Diligent Search Report (SL-2 FORM)**

Before completing this report, please review the instruction on page 2.

I, hereby submit that I performed or supervised this diligent search, and I am:

(Full Name of the Individual)

(A) licensed as an individual agent-broker for the applicable lines of insurance or surplus line broker under California license number _____; **OR**

(B) licensed and an endorsee on the license of _____ (Full Name of Organization), California license number _____.

(A) Name of Insured: City of San Bernardino Municipal Water Department

(B) Description of Risk: _____

(e.g., Tattoo Parlor, Cannabis Dispensary, Vacant Building. - NOT TYPE OF COVERAGE)

(C) Type of Insurance or Coverage Code: _____

Describe the diligent efforts made to place this coverage with admitted Insurers by completing (A) or, if applicable, (B) below.

(A) List the insurers admitted in California who actually write the type of insurance described on lines 2(B) and 2(C) to which you or someone under your supervision submitted the risk described in lines 2(A) through 2(C).

Please complete ALL sections of the table below.

Insurer (1)		Insurer (2)		Insurer (3)	
NAIC	Month, Year of Declination	NAIC	Month, Year of Declination	NAIC	Month, Year of Declination
FULL NAME OF ADMITTED INSURER		FULL NAME OF ADMITTED INSURER		FULL NAME OF ADMITTED INSURER	
CONTACT INFORMATION		CONTACT INFORMATION		CONTACT INFORMATION	
FULL NAME		FULL NAME		FULL NAME	
PHONE/EMAIL		PHONE/EMAIL		PHONE/EMAIL	
OR WEBSITE		OR WEBSITE		OR WEBSITE	

(B) If you did not list at least three insurers in 3(A) above, describe in detail how you determined that fewer than THREE admitted insurers write the type of insurance described on lines 2(B) and 2(C).

Is the type of insurance you are reporting as identified in 2(C) **private passenger** automobile liability or **health**?

Yes ☐

No ☐

If you answered "yes," please complete the [Diligent Search Report Addendum](#).

The undersigned licensee hereby certifies that this report is true and correct, and that this risk is not being placed with a non-admitted insurer for the sole purpose of securing a rate or premium lower than the lowest rate or premium available from an admitted insurer.

(Signature of Licensee Named on Line 1)

(Date)

Submission #: 25528687

DILIGENT SEARCH REPORT (SL-2 FORM) ADDENDUM

**PRIVATE PASSENGER AUTOMOBILE LIABILITY INSURANCE
COVERAGE OR HEALTH INSURANCE COVERAGE**

1. If Private Passenger Automobile Liability Insurance is identified on line 2(C), complete the following:

(A) Does the insured qualify as a "Good Driver" under Section 1861.025 of the California Insurance Code?

https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=INS§ionNum=1861.025.

(CHECK ONE)

Yes ☐

No ☐

(B) Does the coverage that you have placed include, in whole or in part, the limits of coverage provided under the California Automobile Assigned Risk Plan (CAARP)?

(CHECK ONE)

Yes ☐

No ☐

If YES, has this risk been submitted to and found to be ineligible by CAARP?

(CHECK ONE)

Yes ☐

No ☐

If your answer is NO, this coverage cannot be placed with a non-admitted insurer.
(See California Insurance Code section 1763.5)

https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=INS§ionNum=1763.5.

2. If Health Insurance is identified on line 2(C), does the insured qualify as a "Small Employer" under California Insurance Code section 10700(x)?

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(CHECK ONE)

Yes ☐

No ☐

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Date: _____

Insured: _____

D-1 (Effective January 1, 2020)

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