

# **AGCS Marine Insurance Company**

Quotation

AGCS Marine Insurance Company 407 Vine Street, Suite 186

Cincinnati, OH 45202

6/18/2025

USI INSURANCE SERVICES LLC 435 N WHITTINGTON PKWY STE 250 SUITE 50 LOUISVILLE, KY 40222

ATTENTION: Todd Lanham

RE: Anchorage Independent School District

Dear Todd:

Thank you for the new submission. Our Quote is outlined below. Please note that the terms offered may be different than requested.

**Effective/Expiration Date** 06/02/2025 - 09/30/2025

**Insuring Company** 54 - AGCS MARINE INSURANCE COMPANY

## BR 1.5 Qltr. Builder's Risk Declarations-BR 4000DEC 11 15

surance
\$127,000

C.	Any one "Occurrence" with res	<b>\$</b> <u>250,0000</u>		
D.	Any one "Occurrence" whether salvage charges, or all combine	\$ 1,287,000		
Dec	ductible Amount	\$ 2,000		
Coi	nsurance N/A%			
	tional Additional Fungi Coverage	· · · · · · · · · · · · · · · · · · ·	50,000	
	tional Occupancy and Use Cover		<u> </u>	
	ecial conditions or provisions (If is Payees: The applicable loss p		an IXI bolow	
	Named Loss Payees	ayee provision is malcated with	an [A] below.	
Iten	Item Loss payee name, address and telephone number			
$\overline{\boxtimes}$	Blanket Loss Payees			
		for Covered Property under the	Builder's Risk Coverage Form as	
	their interests may appear und		Insured that was executed prior to	
	any "Loss".			
BR	1.8 Qltr. Builder's Risk Plus End	lorsement-BR 4016 01 21		
<u>C</u>	overage Description Schedule	Limit of Insurance	<u>Deductible</u>	
W	ater	\$ Per "Occurrence"	\$ or	
		\$ Annual Aggregate	% of Limit of Insurance	
			subject to a minimum of \$	
_				
Earth Movement		\$ Per "Occurrence" \$ Appual Aggregate	\$ or % of Limit of Insurance	
		\$ Annual Aggregate	subject to a minimum of	
			\$	
Oı	rdinance or Law	\$	\$	
Ea	arnings and Rental Value	\$	\$	
Sc	oft Costs	\$PER BR 4000DEC	\$ <u>2,500</u>	
_	station Decilations	•	•	
	kisting Building	<b>&gt;</b>	<b>&gt;</b>	
E	cpediting Expenses	\$	\$	
Te	esting/Mechanical Breakdown	\$ <u>1,287,000</u>	\$ <u>2,500</u>	
Co	ontingent Builders Risk	\$	\$	

#### **Deductible:**

- 1. Any other Deductible stated in this policy as applicable to the Coverage provided by this policy shall not apply and the Deductible shown in the Coverage Description Schedule above for this Endorsement shall apply to the coverage provided by this endorsement.
- 2. Each claim for "Loss" shall be adjusted separately, and from the amount of each such adjusted claim, or the applicable Limit of Insurance, whichever is less, the Deductible amount shown in the Coverage Description Schedule above shall be deducted.
- 3. When a percent (%) of Limit of Insurance is shown in the Coverage Description Schedule above, an amount equal to the sum of the Deductible percent specified above multiplied by the total insured values at risk at the time of the "Loss" for the Construction Project Site(s) in Section A. of the Builder's Risk Declarations shall be deducted from the amount otherwise collectible, subject to the minimum deductible indicated above.
- 4. If two or more Construction Project Sites are involved in a "Loss" arising out of one "Occurrence", the total amount to be deducted from the amount otherwise collectible shall not exceed the amount resulting from the multiplication of the Deductible percent by the Construction Project Site having the highest Limit of Insurance shown in Section A. of the Builder's Risk Declarations.

#### Water:

we	will	usions, 1.f. Water is amended by deleting only those items for which an [X] is shown below. The most pay for "Loss" in any one "Occurrence" is the Limit of Insurance shown for Water in the Coverage tion Schedule of this endorsement for any one or all items indicated with an [X] below.
	(1)	Flood, surface water, waves, tidal water, storm surge, tsunami or the overflow of a body of water, all whether or not driven by wind or not. This includes spray that results from any of these whether driven by wind or not.
	(2)	Mudslide or mudflow.
	(3)	Waterborne material carried or otherwise moved by any of the water referred to in Paragraph (1).
	(4)	Water which backs up through a sewer or drain.
	(5)	Water under the surface of the ground that presses on or flows or seeps through foundations, walls, floors or paved surfaces, basements or through doors, windows or other openings.
		currences" that occur within any seventy-two (72) hour period will constitute a single "Occurrence". Diration date of this policy will not reduce the seventy-two (72) hour period.
Ea	th N	Novement:
The	e mo	usions, 1.b. Earth Movement is amended by deleting only those items for which an [X] is shown below. st we will pay for "Loss" in any one "Occurrence" is the Limit of Insurance shown for Earth Movement Coverage Description Schedule of this endorsement for any one or all items indicated with an [X]
	(1)	Earthquake, including any earth sinking, rising or shifting related to such event.
	(2)	Landslide, including any earth sinking, rising or shifting related to such event.
	(3)	Mine-subsidence, meaning subsidence of a mine, whether or not mining activity has ceased.
	(4)	Earth sinking (other than sinkhole collapse), rising or shifting including soil conditions which cause settling, cracking or other disarrangement of foundations or other parts of realty. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface.

All Earth Movement "Occurrences" that occur within any one hundred sixty eight (168) hour period will constitute a single "Occurrence". The expiration of this policy will not reduce the one hundred sixty eight (168) hour period.

### Ordinance or Law:

B. Exclusions, 1. a. Ordinance or Law is deleted.

Ordinance or Law coverage is provided for "Loss" caused by or resulting from the enforcement of any ordinance or law:

- (1) Regulating the construction, use or repair of any Covered Property; or
- (2) Requiring the tearing down of any Covered Property, including the cost of removing its debris; and
- (3) That is in force at the time of the "Loss".

This extension of coverage does not apply to the following:

- (1) An ordinance or law that is in force even if the Covered Property has not been damaged; or
- (2) The increased costs incurred to comply with an ordinance or law in the course of construction, repair, renovation, remodeling or demolition of Covered Property, or removal of its debris, following a physical loss or damage to that Covered Property.

## ■ Earnings and Rental Value:

We cover "Loss of Earnings" and "Rental Value" you lose over and above the projected cost of the covered Construction Project Site which occurs because of a Covered Cause of Loss which delays the project.

"Loss of Earnings" means the actual loss of net earnings which result from the project's delay.

"Rental Value" means the actual loss of net rental income from signed leases which result from the project's delay.

### **⊠** Soft Costs:

We cover "Soft Costs" you incur because of a Covered Cause of Loss under the Policy. "Soft Costs" means additional expense over and above the projected cost of the covered Construction Project Site which occurs because of a Covered Cause of Loss which delays the project, and is limited to only the following:

- Additional interest expense on money you borrow to finance construction or repair;
- 2. Additional realty taxes and real estate assessments which you incur for the period of time that construction has been extended beyond the projected completion date that existed before the "Loss" occurred;
- 3. Additional advertising and promotional expenses which become necessary as a result of a "Loss";
- Additional commissions, which result from renegotiation of leases following an interruption to the project;
   and
- **5.** Additional reasonable and necessary legal, accounting, architectural, artisan or archival consultation expenses which you incur because of a "Loss";

### ☐ Existing Building:

Paragraph A.6.c. is deleted.

The following is added to A.1. Covered Property:

We provide coverage for Real Property, Machinery, Equipment and Fixtures which existed prior to the construction or improvements, alterations or repairs. However, we do not provide coverage for such Real Property, Machinery, Equipment and Fixtures that will be demolished or permanently removed in the course of construction of additions, alterations or repairs.

Only for this existing Building Coverage, Paragraph E.11, How Covered Property Will Be Valued in the Event of Loss or Damage, is deleted and replaced with:

The value of the Covered Property will be the Actual Cash Value, exclusive of any artistic, antiquarian, landmark or historical value, as of the time of "Loss".

The second sentence of Section E.28 is deleted and replaced with:

If the Actual Cash Value, exclusive of any artistic, antiquarian, landmark or historical value, at the time of the "Loss" is greater than the Provisional Amount of Insurance for the Covered Property, we will not pay the full amount of the "Loss".

☐ Expediting Expenses:
Subject to the limits shown in the Coverage Description Schedule, we cover the "Reasonable Extra Costs" to make temporary repairs and to expedite the permanent repair or replacement of your equipment, tools and machinery that you own or for which you are liable in the event of a Covered Cause of Loss. The most we will pay is the actual expense you incur, but not more than the Limit of Insurance shown in the Declarations.
"Reasonable Extra Costs" means additional wages for overtime, night work, and work on public holidays; and the extra costs of express freight or other rapid means of transportation. "Reasonable Extra Costs" excludes increased costs of construction materials and labor you incur due to a delay in completing previously undamaged or unfinished portions of a construction project resulting from a Covered Cause of Loss to Covered Property.
☑ Testing/Mechanical Breakdown:
Exclusions, B.2.e.; B.2.j; and B.2.k are hereby deleted.
But we will not pay for any "Loss" that results due to testing which exceeds manufacturer's specifications resulting in mechanical breakdown.
☐ Contingent Builder's Risk:
Under A.1 Covered Property, coverage is extended to include your interest in buildings or structures in the course of construction, including property used in or incidental to construction at a Construction Project Site. This coverage applies only when the contract requires another party to obtain the insurance covering your interest but fails to do so.
Additional Endorsements: The following Additional Endorsements apply only if selected as shown by an $[X]$ in the corresponding box below:
☐ Unintentional Errors or Omissions:
Your failure to disclose all hazards existing on the effective date of this policy shall not prejudice you with respect to the coverage afforded by this policy provided such failure or omission is not intentional.
Rain, Snow, Sleet, Sand or Dust:
We will provide coverage for "Loss" from rain, snow, sleet, sand or dust to property while in the open and

unprotected and awaiting installation or construction.

☐ Increased Costs of Labor and Construction Materials Coverage:

We will provide coverage for increased costs of labor and construction materials in the event that you suffer a total "Loss" to Covered Property. We will also provide coverage for the costs of changes to specifications of the construction project you must make following a total "Loss" to Covered Property.

The most we will pay for this coverage is five percent (5%) of the Construction Project Site Limits of Insurance listed in item A. of the Builder's Risk Declarations or \$500,000, whichever is less.

This Coverage does not apply to any other Limits of Insurance, including but not limited to Expediting Expenses, Loss of Earnings, Rental Value or Soft Costs or Optional Green Plus Coverage.

All other matters not provided for in this Endorsement shall be governed by the terms and conditions of the policy to which this Endorsement is attached. If a condition of the policy directly conflicts with a condition of this Endorsement, the condition of this Endorsement will supersede the condition of the policy.

This Form must be attached to the Change Endorsement when issued after the policy is written.

Premium Summary			
Premium Excluding Terrorism	\$2,000		
Terrorism Coverage	3 % If terrorism coverage is purchased, there will be either an additional or return premium equal to the percentage shown above on all monetary endorsements and adjustments.		
Terrorism Premium	\$60 (Dollar amount that equates to the percentage above)		

Total Policy Premium with Terrorism (Excluding Applicable Surcharges) \$2,060
Estimated Surcharges Florida \$
Estimated Surcharges Kentucky \$ 136 / 140.08 w. TRIA
Estimated Surcharges Louisiana \$
Estimated Surcharges Minnesota \$
Estimated Surcharges New Jersey \$
Estimated Surcharges New York \$
Estimated Surcharges West Virginia \$
Total Estimated Policy Surcharge (non-Terrorism) \$2,136

The premium(s) listed above may vary from the actual premium(s) shown on the policy due to additional charges that have not been included for installment charges, taxes, surcharge fees and premium rounding that may apply when issuing the policy.

Total Estimated Policy Premium with Terrorism (Including Applicable Surcharges) \$2,200.08

Direct Bill Plan We can offer the following: Direct Bill Plan					
<b>Bill Code</b> AF	<b>Bill Plan</b> Full Pay		<b>Down Payment</b> Full Policy Premium	Installment Amount	Day Billed
Special Co	onditions				
Commission %					
This quota	tion includes the f	ollowing fo	rms as approved by t	he applicable state:	
Fungi Limitation Endorsement Limited Fungus and Related Perils Coverage Endorsement					

This quote is valid for thirty (30) days and is subject to change or retraction in the event of claim activity or an increase or change in exposures prior to binding coverage.

Terms and conditions outlined in this quote may differ from the specifications submitted; please review the specific coverage part for details on coverages and exclusions. Changes in the information in your submission or changes in the job specifications may change the terms of this quote.

We look forward to receiving your order to bind coverage.

Sincerely,

Ryan Johnson Executive Underwriter 513-808-0572 ryan.johnson@agcs.allianz.com



# **AGCS Marine Insurance Company**

# IMPORTANT NOTICE REGARDING TERRORISM COVERAGE (Not Subject to Standard Fire Policy Statute)

Insured: Anchorage Independent School Policy Number:

District

Effective Date: 06/02/2025

Producer: USI INSURANCE SERVICES LLC Expiration Date: 09/30/2025

This notice applies to the type(s) of insurance provided under this policy that are subject to the Terrorism Risk Insurance Act, as amended ("The Act"). You are hereby notified that under The Act you have a right to purchase insurance coverage for losses arising out of "Certified Acts of Terrorism", as defined in Section 102(1) of The Act. The term "Certified Act of Terrorism" means an act or acts that are certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, as amended, to be an act of terrorism

to be a violent act or an act that is dangerous to human life, property; or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHEN COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM "CERTIFIED ACTS OF TERRORISM", SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019; AND 80% BEGINNING ON JANUARY 1, 2020 OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

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

This quotation includes an offer of coverage for losses due to "Certified Acts of Terrorism", as defined by The Act, and, if accepted, will be subject to the limit(s), terms and conditions of any policy subsequently issued. The quoted premium for this terrorism coverage is \$ .

If you have any questions about this or any other insurance matter, please contact your agent or broker representing the AGCS Marine Insurance Company.

## **TERRORISM COVERAGE ELECTION:**

·	document to your agent or broker representing AGCS iium by the due date shown on your premium billing.
☐ I ACCEPT THIS OFFER OF TERRORISM	COVERAGE.
agent or broker representing AGCS Marine Ins	below, and return the original signed document to your surance Company.  TO TERRORIST ACTS, AS DEFINED IN THE ACT.
Applicant	Applicant's Signature
Title	Date
Insurance Company	54 - AGCS MARINE INSURANCE COMPANY

Please return to your agent or broker representing AGCS Marine Insurance Company.



### **Electronic Data Exclusion Endorsement**

Commercial Inland Marine

Insured Anchorage Independent School Policy Number

District

USUNSURANCE SERVICES Expiration Date 09/30/2025

Producer USI INSURANCE SERVICES Expiration Date 09/30/2025

Notwithstanding any provision to the contrary within the policy or any endorsements thereto, it is understood and agreed that this endorsement will apply to all coverage forms, coverage extensions, supplemental coverage options, and endorsements that may be attached to this policy, including, but not limited to those that provide coverage for property, earnings, business income, extra expense, or interruption by civil authority.

This policy does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of "Electronic Data" from any cause whatsoever (including but not limited to "Computer Virus") or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting there from, regardless of any other cause or event contributing concurrently or in any other sequence of loss.

### **Exceptions to Endorsement**

- 1) Fire and/or Explosion that results from any of the items described above, this policy, subject to all its terms, conditions, and exclusions, will cover direct physical loss or damage to property insured caused by or resulting from such Fire and/or Explosion.
- 2) Virus and Hacking coverage as provided for under the Supplemental Inland Marine Coverage Section of the Commercial Output policy, if attached
- 3) Hacking coverage as provided for under the Electronic Data Processing policy, if attached.

### **Definitions**

**Electronic Data** includes but is not limited to facts, concepts and information converted to a form useable for communications, interpretation or processing of electronic and electromechanical data processing or electronically controlled equipment and includes programs, software and other coded instructions for the "processing" and manipulation of data or the direction and manipulation of such equipment.

**Computer Virus** includes but is not limited to a set of corrupting, harmful or otherwise unauthorized instructions or code including a set of maliciously introduced unauthorized instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. Computer Virus includes but is not limited to Trojan Horses, worms, and time or logic bombs.

**Hacking** includes but is not limited to an unauthorized intrusion by an individual or group of individuals, whether employed by you or not, into a computer, a Web site, or a computer network and that results in but is not limited to deletion, destruction, generation, or modification of software; alteration, contamination, corruption, degradation, or destruction of the integrity, quality, or performance of software; observation, scanning, or copying of data records, programs and applications, and proprietary programs; damage, destruction, inadequacy, malfunction, degradation, or corruption of any hardware or media used with hardware; or denial of access to or denial of services from computers, computer network, or Web site including related software.

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

All other terms and conditions remain unchanged.



## **AGCS Marine Insurance Company**

# THIS NOTICE IS A SEPARATE DOCUMENT AND SHALL NOT BE CONSTRUED AS PART OF ANY BINDING DOCUMENTS.

Dear Valued Partner,

We are pleased to provide the attached document(s) for the above-referenced client in electronic format. Please contact us if you should experience any problems accessing, viewing or retaining the attached document(s). Please be advised that unless otherwise requested by you, it is our intent to deliver all of the applicant or policyholder's subsequent policy related documents, including binders, endorsements and invoices, in electronic format to you via e-mail attachment. We believe that electronic delivery is the fastest, most efficient method of policy distribution and are pleased to be able to provide this service. Should the applicant or policyholder decide not to receive delivery of the policy related documents in electronic format, please contact your underwriter immediately to arrange delivery in paper form. There are no additional fees associated with requesting delivery in paper form. If you have any questions or concerns regarding policy content, please contact your underwriter or email us at SpecialtyMailBox@agcs.allianz.com. For general billing inquiries, please contact Billing@agcs.allianz.com.

AGCS looks forward to continuing to work with you to support our mutual business objectives.

Best Regards,

### **IMPORTANT NOTICE:**

By not contacting your underwriter after receipt of this document in electronic format to request paper form delivery and forwarding this and subsequent policy related documents electronically to the applicant or policyholder you are providing:

- confirmation that you have obtained consent from the applicant or policyholder for electronic delivery of all subsequent policy related documents.
- confirmation that you agree to maintain a written record of the applicant's or policyholder's consent to electronic delivery which you can produce upon request.
- confirmation that you have notified the applicant or policyholder that a request to stop electronic delivery can be made at any time and how to make the request.
- confirmation that you have notified the applicant or policyholder that a request for paper copies can be made at any time.
- confirmation that you agree to maintain evidence that the documents were delivered electronically.

**NOTE:** Minimum System Requirements for access to and retention of emailed policies:

Pentium processor-based personal computer

Microsoft Windows 95, 98, Millennium, Windows NT 4.0 w/Service Pack 5, Windows 2000

64 Mb of RAM Memory

24Mb of available hard-disk space (for the Adobe Acrobat Reader application)

Adobe Acrobat Reader 5.0 or higher

Please let us know if your system does not meet these minimum requirements.

Download Adobe Acrobat Reader at - <a href="http://www.adobe.com/products/acrobat/readstep.html">http://www.adobe.com/products/acrobat/readstep.html</a>

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