

AGREEMENT

Contract DIR No. 490213

THIS AGREEMENT, made this 23rd day of October, 2023, by and between the MISSION SPRINGS WATER DISTRICT hereinafter called "Owner", and RE Chaffee Construction Inc. doing business as RE Chaffee Construction Inc. *, hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, it is agreed that:

1. The Contractor will commence and complete the construction of the **"Supplemental Environmental Project Private Septic System Conversion Program"**
2. The Contractor will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the Project described herein.
3. The Contractor will commence the Work required by the Contract Documents on or before the date specified to commence Work in the Notice to Proceed and will complete the same within **sixty (60) consecutive calendar days** unless the period for completion is extended otherwise by the Contract Documents.
4. Owner and Contractor have discussed the provisions of Civil Code 1671 and the damages that may be incurred by Owner if the Work is not completed within the time specified in this Agreement. Owner and Contractor hereby represent that at the time of signing this Agreement, it is impracticable and extremely difficult to fix the actual damage that will be incurred by Owner if the Work is not completed within the number of calendar days allowed. Accordingly, Owner and Contractor agree that the sum of \$500 per day is a reasonable sum to assess as damages to Owner by reason of the failure of Contractor to complete the Work within the time specified.
5. The Contractor agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the sum of **\$ 390,877.00** or as shown in the Bid Schedule; subject to additions and deductions, if any, in accordance with said documents.

* Insert "a corporation", "a partnership", or "an individual", as applicable.

Payment shall not be made more often than once each thirty (30) days. Final payment shall be made thirty-five (35) days subsequent to filing of Notice of Completion. Contractor may upon written request, and at his sole expense after approval by the Board of Directors, deposit substitute securities referenced in Government Code Section 16430, or bank or savings and loan certificates of deposit, as authorized by Public Contract Code Section 22300 in lieu of retention monies withheld to ensure performance.

6. The term "Contract Documents" means and includes the following:

- a. Advertisement for Bids
- b. Information for Bidders
- c. Bid
- d. Bid Bond
- e. Federal Provisions
- f. Agreement
- g. Payment Bond
- h. Contract Performance Bond
- i. Notice of Award
- j. Notice to Proceed
- k. Change Orders
- l. General Conditions
- m. Supplemental General Conditions
- n. Special Conditions
- o. Detailed Technical Provisions
- p. Standard Drawings and Details
- q. Drawings prepared for Mission Springs Water District
- r. Addenda:

No. 1, dated July 26, 2023

No. _____, dated _____, 2023

No. _____, dated _____, 2023

7. The Owner will pay to the Contractor in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.

8. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, 3132 BRADSHAW ROAD, POST OFFICE BOX 2600, SACRAMENTO, CALIFORNIA 95826.

9. Should any litigation or arbitration be commenced between the parties hereto concerning said project, any provision of this Contract, or the rights and obligations of either in relation

thereto, the party, Owner or Contractor, prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for his attorney's fees in such litigation, and costs.

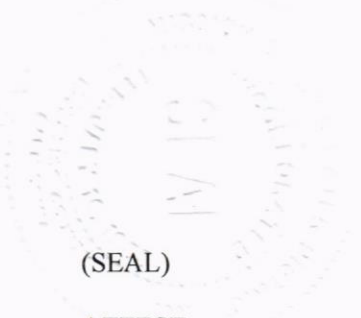
10. Pursuant to Section 1770, and following, of the California Labor Code, the successful bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the office of the Owner, which copies shall be made available to any interested party on request. The successful bidder shall post a copy of such determination at each job site.
11. This project is subject to the State of California "Prevailing Wage Rates". This project is subject to the requirements of California Labor Code Section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices and compliance with other applicable requirements. In accordance with provisions of Section 1773 of the Labor Code, the Director of the Department of Industrial Relations has ascertained the general prevailing rate of wages and employer payments for health and welfare, pension, vacation, and similar purposes applicable to the particular craft, classification, or type of workers employed on the work. The wage determinations shall be included in the bid specifications. All pertinent wage determinations shall be posted on the jobsite.

If federal funding is included in the project, the higher of the State and Federal wage rates shall be used.

Pursuant to SB854, no contractor or subcontractor may work on a public works project unless registered with DIR for contracts awarded on/after April 1, 2015. General Contractors shall ensure all subcontractors executing work under the contract are DIR registered. All public works contractors and subcontractors to furnish Certified Payrolls and related records to the Agency's representative and shall also furnish electronic certified payroll records directly to the Labor Commissioner using the DLSE's online portal.

12. Any sub-tier Contracts resulting from this contract must contain the same contractual language as the original contract.
13. Contractor agrees to and shall indemnify and hold the Owner, its officers, employees and agents free and harmless from all claims, actions, damages and liabilities of whatsoever kind, nature or sort, arising from death, personal injury, property damage or other cause asserted or based upon any negligent act or omission of Contractor, its employees, agents, invitees, or any subcontractor of Contractor relating to or in any way connected with the accomplishment of the work or performance of services under this Agreement. As part hereto of the foregoing indemnity, Contractor agrees to protect and to defend at its own expense, including attorney's fees, Owner and City of Desert Hot Springs, their officers, agents and employees from any and all legal action based upon any negligent acts or omissions of the Contractor.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement which shall be deemed an original on the date first above written.



(SEAL)

ATTEST:

[Signature]

Name Dori Petee
(Please Type)

Title Executive Assistant

OWNER:

MISSION SPRINGS WATER DISTRICT

By [Signature]

Name Brian Macy
(Please Type)

Title Interim General Manager

CONTRACTOR:

RE Chaffee Construction Inc.

By [Signature]

Name Ronald E. Chaffee Jr
(Please Type)

Address 6001 Park Drive PO Box 3087
Wrightwood, CA 92397

Contractor's License No. 897948

WARRANTY STATEMENT

The Contractor shall be responsible for guaranteeing all workmanship and materials for a maximum of twelve (12) months after completion of the work. The Contractor's Performance Bond and Labor and Materials Bond shall be valid and remain in force for a maximum period of twelve (12) months after completion of the work. Should the Contractor's work fail to conform to the conditions of the contract, as revealed by the Warranty Inspection, which will be conducted between eleven and twelve months after the completion of work, a new Performance Bond, Labor and Materials Bond and Warranty shall be issued by the Contractor and his representatives for all remedial work required at the time.

The Contractor in signing this, acknowledges the provisions of the above statement and hereby certifies complete compliance with the General Conditions as applied to warranties.

Firm RE Chatte Construction

By [Signature]

Title President

Contractor License No. 897948

Date 10/04/2023

PAYMENT BOND
(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the Mission Springs Water District, a County Water District (sometimes referred to hereinafter as "District") as Obligee hereunder, has awarded to **RE Chaffee Construction, Inc.**, (hereinafter designated as the "Contractor"), a contract dated September 19, 2023, for work described as follows: Construction of the "**Supplemental Environmental Project Private Septic System Conversion Program**" (hereinafter referred to as the "Public Work Contract"); and

WHEREAS said Contractor is required to furnish a bond in connection with said Public Works Contract, and pursuant to Section 3247 of the California Civil Code;

NOW, THEREFORE, we, RE Chaffee Construction, Inc., the undersigned Contractor, as Principal, and Everest Reinsurance Company, a corporation organized and existing under the laws of the State of Delaware, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the Mission Springs Water District, a County Water District and to any and all persons, companies or corporations entitled to file stop notices under Section 3181 of the California Civil Code in the sum of three hundred ninety thousand eight hundred seventy seven and no/100 Dollars (\$ 390,877.00), said sum being not less than 100 percent of the total amount payable by the said Obligee under the terms of the said Public Work Contract, for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if said Contractor, his or its heirs, executors, administrators, successors or assigns, or Subcontractors, shall fail to pay for any materials, provisions, provender or other supplies or teams, implements or machinery used in, upon, for or about the performance of the Public Work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of said Contractor and his Subcontractors pursuant to Section 18806 of the Revenue and Taxation Code with respect to such work and labor as required by the provisions of Section 3247 through 3252 of the Civil Code, the Surety or Sureties hereon will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. As part of the obligation secured hereby and in addition to the face amount specified thereof, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees incurred by the District in successfully enforcing such obligation, all to be taxed as cash and included in any judgment rendered. In addition to the provisions hereinabove, it is agreed that this bond will insure to the benefit of any and all persons, companies and corporations entitled to serve stop notices under Section 3181 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or additions to the terms of the said Public Work Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

Whenever the Principal shall be declared by the Mission Springs Water District to be in default under the above agreement, the Surety shall promptly remedy the default or immediately pay the amount of the bond herein.

For the satisfactory completion of the Project and the Contract hereunder, the above obligations shall remain in full force and effect for a period of one (1) year after the completion of the Project and the acceptance thereof by the Mission Springs Water District, during which time if the Principal shall fail to make full, complete, and satisfactory repair and replacements, and totally protect the Mission Springs Water District from loss or damage made evident, resulting from, and/or caused by defective materials or faulty workmanship, the Surety shall promptly remedy the default or immediately pay the amount of the bond herein. The obligation of the Surety hereunder shall continue so long as any obligation of the Principal remains.

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

No final settlement between the District and the Contractor hereunder shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named on September 21, 2023.

PRINCIPAL:

RE Chaffee Construction, Inc.

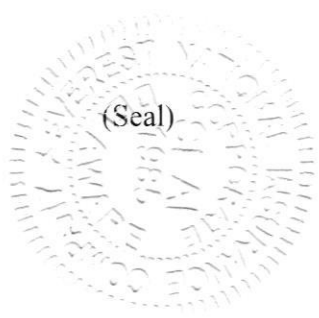
By [Signature]



SURETY:

Everest Reinsurance Company

By [Signature]
Attorney-in-Fact Michael J. Mesenbrink



IMPORTANT: Surety companies executing Bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in Section 105 of the California Insurance Code, and if the work or project is financed, in whole or in part, with federal grant or loan funds, must also appear on the Treasury Department's most current list (Circular 570 as amended). THIS IS A REQUIRED FORM.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

CAPACITY CLAIMED BY SIGNER:

- Individual(s)
- Corporate _____
- Officer(s) _____
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Subscribing Witness
- Guardian/Conservator
- Other _____

SIGNER IS

REPRESENTING:
 NAME OF PERSON(S) OR
 ENTITY(IES)

STATE OF CALIFORNIA }
 }
 COUNTY OF _____ }

On _____, 20____, before me, the undersigned notary public, personally appeared _____, personally known to me OR _____ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

 Signature of Notary

Commission expires _____

(SEAL)

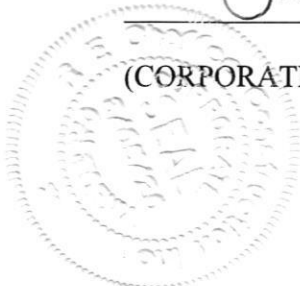
NOTE: A copy of the power of attorney to local representatives the bonding company must be attached hereto.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Jessica Chaffee, certify that I am the Corporate Secretary of the corporation named as Principal to the within bond; that Ronald E. Chaffee Jr. who signed the said bond on behalf of the principal was then President of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed and attested for and in behalf of said Corporation by authority of its governing bond.

Jessica Chaffee

(CORPORATE SEAL)



ACKNOWLEDGMENT OF SURETY

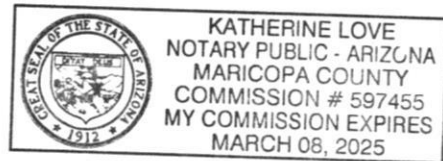
STATE OF ARIZONA)
COUNTY OF MARICOPA)

On this 21st day of September, 2023, before me personally came Michael J. Mesenbrink, to me known to be the person described in and, who, being by me, did depose and say that he resides in Scottsdale, Arizona; that he is the Attorney-in-Fact of Everest Reinsurance Company, the corporation described in and which executed the attached instrument; that he knows corporate seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; and that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name there by like order.



Katherine Love, Notary Public

My commission expires: March 8, 2025



(Notary Seal)

Nº 6296

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Amended

Certificate of Authority

THIS IS TO CERTIFY, That, pursuant to the Insurance Code of the State of California,

Everest Reinsurance Company

of Wilmington, Delaware, organized under the laws of Delaware, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance: Fire, Marine, Surety, Disability, Plate Glass, Liability, Workers' Compensation, Common Carrier Liability, Boiler and Machinery, Burglary, Credit, Sprinkler, Team and Vehicle, Automobile, Aircraft, and Miscellaneous as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 10th day of April, 19 96, I have hereunto set my hand and caused my official seal to be affixed this 10th day of April, 19 96.



By

Chuck Quackenbush
Insurance Commissioner
Victoria S. Sidbury
Deputy

NOTICE: Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Ins. Code Sec. 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application herefor and the conditions contained herein.



**POWER OF ATTORNEY
EVEREST NATIONAL INSURANCE COMPANY**

KNOW ALL PERSONS BY THESE PRESENTS: That Everest National Insurance Company, a corporation of the State of Delaware ("Company") having its principal office located at Warren Corporate Center, 100 Everest Way, Warren, New Jersey, 07059, do hereby nominate, constitute, and appoint:

Margie Wager, Michael J. Mesenbrink, Heather J. Perrin, Jeri Lynn Thompson, Maria R. Lucero, Katie Love

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on April 21, 2016:

RESOLVED, that the President, any Executive Vice President, and any Senior Vice President are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the President, any Executive Vice President, and any Senior Vice President are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, Everest National Insurance Company has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 15th day of February 2023.



Everest Reinsurance Company

By: Anthony Romano, Senior Vice President

On this 15th day of February 2023, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS
Notary Public, State of New York
No 01R06239736
Qualified in Queens County
Term Expires April 25, 2027

Linda Robins, Notary Public

I, Sylvia Semerdjian, Secretary of Everest National Insurance Company do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporation as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATION, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, this 21st day of September 2023.



By: Sylvia Semerdjian, Secretary

CONTRACT PERFORMANCE BOND
(CALIFORNIA PUBLIC WORK)

KNOWN ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the Mission Springs Water District, a County Water District (sometimes referred to hereinafter as "District") as Obligee hereunder, has awarded to _____
RE Chaffee Construction, Inc., (hereinafter designated as the "Contractor"), a contract for the work described as follows:

Construction of the "**Supplemental Environmental Project Private Septic System Conversion Program**" (hereinafter referred to as the "Public Work"); and

WHEREAS, the work to be performed by the Contractor is more particularly set forth in that certain contract for the said Public Work dated September 19, 2023, (hereinafter referred to as the "Public Work Contract"), which Public Work Contract is incorporated herein by this reference; and

WHEREAS, the Contractor is required by said Public Work Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof.

NOW, THEREFORE, we, _____ RE Chaffee Construction, Inc., the undersigned Contractor, as Principal, and _____ Everest Reinsurance Company, a corporation organized and existing under the laws of the State of _____ Delaware, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the _____ Mission Springs Water District, a County Water District in the sum of three hundred ninety thousand eight hundred seventy seven and no/100 _____ Dollars (\$ 390,877.00), said sum being not less than 100 percent of the total amount payable by the said Obligee under the terms of the said Public Works Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the bounden Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and will and truly keep and perform the covenants, conditions and agreements in the said Public Work Contract and any alteration thereof made as therein provided, on his or its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill the one (1) year guarantee of all materials and workmanship; and indemnify and save harmless the Obligee, its officers and agents, as stipulated in said Public Work Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. As part of the obligation secured hereby and in addition to the face amount specified thereof, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees incurred by the District in successfully enforcing such obligation, all to be taxed as cash and included in any judgement rendered.

The said Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Public Work Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

Bond to be placed with insurers with a current A.M. Best's rating of no less than A:VII or as otherwise approved by the District.

No final settlement between the District and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named on September 21, 2023.

PRINCIPAL:

RE Chaffee Construction, Inc.

By 

SURETY:

Everest Reinsurance Company

By 

Attorney-in-Fact

Michael J. Mesenbrink

The rate of premium on this bond is First \$500,000 \$15.00 \$5,863.16

The total amount of premium charged, \$ 5,863.00. (The above must be filled in by corporate surety.)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Jessica Chatte, certify that I am the
Corporate Secretary of the corporation named as Principal to the
within bond; that Ronald E. Chatte Jr. who signed
the said bond on behalf of the principal was then President of said
corporation; that I know his signature, and his signature thereto is genuine; and that said bond was
duly signed, sealed and attested for and in behalf of said Corporation by authority of its governing
bond.



(CORPORATE SEAL)

Jessica Chatte

ACKNOWLEDGMENT OF SURETY

STATE OF ARIZONA)
COUNTY OF MARICOPA)

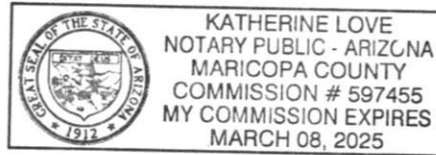
On this 21st day of September, 2023, before me personally came Michael J. Mesenbrink, to me known to be the person described in and, who, being by me, did depose and say that he resides in Scottsdale, Arizona; that he is the Attorney-in-Fact of Everest Reinsurance Company,

the corporation described in and which executed the attached instrument; that he knows corporate seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; and that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name there by like order.



Katherine Love, Notary Public

My commission expires: March 8, 2025



(Notary Seal)

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Amended

Certificate of Authority

THIS IS TO CERTIFY, That, pursuant to the Insurance Code of the State of California,

Everest Reinsurance Company

of Wilmington, Delaware, organized under the laws of Delaware, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance: Fire, Marine, Surety, Disability, Plate Glass, Liability, Workers' Compensation, Common Carrier Liability, Boiler and Machinery, Burglary, Credit, Sprinkler, Team and Vehicle, Automobile, Aircraft, and Miscellaneous as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 10th day of April, 19 96, I have hereunto set my hand and caused my official seal to be affixed this 10th day of April, 19 96.



By

Chuck Quackenbush
Insurance Commissioner
Victoria S. Sidbury
Victoria S. Sidbury
Deputy

NOTICE: Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Ins. Code Sec. 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.



**POWER OF ATTORNEY
EVEREST NATIONAL INSURANCE COMPANY**

KNOW ALL PERSONS BY THESE PRESENTS: That Everest National Insurance Company, a corporation of the State of Delaware ("Company") having its principal office located at Warren Corporate Center, 100 Everest Way, Warren, New Jersey, 07059, do hereby nominate, constitute, and appoint:

Margie Wager, Michael J. Mesenbrink, Heather J. Perrin, Jeri Lynn Thompson, Maria R. Lucero, Katie Love

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on April 21, 2016:

RESOLVED, that the President, any Executive Vice President, and any Senior Vice President are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the President, any Executive Vice President, and any Senior Vice President are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, Everest National Insurance Company has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 15th day of February 2023.



Everest Reinsurance Company

By: Anthony Romano, Senior Vice President

On this 15th day of February 2023, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS
Notary Public, State of New York
No 01R06239736
Qualified in Queens County
Term Expires April 25, 2027

Linda Robins, Notary Public

I, Sylvia Semerdjian, Secretary of Everest National Insurance Company do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporation as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATION, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, this 21st day of September 2023.



By: Sylvia Semerdjian, Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/12/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Baccarella Insurance Services, Inc. 3610 Central Ave. Suite #200 Riverside CA 92506-	CONTACT NAME:	Angelica Jensen	
		PHONE (A/C, No., Ext.):	(877)687-6987	FAX (A/C, No.): (877)373-5808
		E-MAIL ADDRESS:	Angelica@bacins.com	
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A:	Atlantic Specialty Insurance Company	27154
		INSURER B:	Hamilton Select Insurance Inc.	17178
		INSURER C:	State Compensation Insurance Fund	35076
		INSURER D:	SiriusPoint Specialty Insurance Corporation	16820
		INSURER E:	United Financial Casualty	11770
		INSURER F:	Westchester Surplus Lines Insurance Co	10172

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X	X	PCHS318462	03/22/2023	03/22/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
E	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			03901758-3	01/25/2023	07/25/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		X	XCHS318426	03/22/2023	03/22/2024	EACH OCCURRENCE \$ 10,000,000
D	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			TSX-000237-23	03/22/2023	03/22/2024	AGGREGATE \$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	9236180-22	08/04/2022	08/04/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
F	Pollution Builders Risk - Various locations on file, Desert Hot Springs CA 92240			G74426505 001 790038039-0000	02/10/2023 10/30/2023	02/10/2024 12/30/2023	Occurrence \$1,000,000 Any on Loss \$390,877 Deductible \$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Umbrella Policy goes over General Liability, Auto and Workers Comp -- SiriusPoint Specialty 5M in excess to Hamilton 5M Umbrella bringing limit to 10M.
Project: Supplemental Environmental Project Private Septic System Conversion Program -- Mission Springs Water District its officers, employees, agents and independent contractors are hereby named as Additional Insured as their interest may appear, per blanket AI form #'s CG 2010 0413 & CG 2037 0413 for ongoing & completed operations. Waiver applies to GL & WC per form #'s CG2404 0509 & #2572 respectively. Insurance is primary & non-contributory per form #HSC4111 0722. Additional insured and waiver of subrogation apply to the auto per the attached forms. **Excess Follows forms & conditions of underlying policies** Forms attached.

CERTIFICATE HOLDER	CANCELLATION	AI 020588
Mission Springs Water District, a County Water District 86575 2nd St. Desert Hot Springs CA 92240-	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
	AUTHORIZED REPRESENTATIVE	

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INSURANCE POLICY INFORMATION

PROJECT: SUPPLEMENTAL ENVIRONMENTAL PROJECT PRIVATE SEPTIC TO SEWER CONVERSION PROGRAM

TYPE OF INSURANCE: COMMERCIAL GENERAL LIABILITY INSURANCE

The policies of insurance listed below have been issued by the company named below in conformance with the requirements set forth in the Owner's Contract Documents, and that said policies are now in force.

Said company will give at least forty-five (45) days' advance written notice by registered mail to the Owner prior to any material change or cancellation of said policies.

Insurance issuance company: Hamilton Select Insurance

<u>Policy Number</u>	<u>Effective Date</u>	<u>Expiration Date</u>	<u>Limits of Liability Bodily Injury</u>	<u>Property Damage</u>
PCHS318462	03/22/2023	03/22/2024	see attached	see attached
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

The following types of coverage are included in this policy (indicated by "X" in space):

- Manufacturers' and Contractors' Yes ___ No x
- Owners' and Contractors' Protective Yes ___ No x
- Blanket Contractual Yes ___ No x
- Completed Operations Yes x No ___
- Owned Automobiles Yes ___ No x
- Hired Automobiles Yes ___ No x
- Non-Owned Automobiles Yes ___ No x
- Broad Form Property Damage Yes ___ No ___
- "XCU" Exposure Yes ___ No x

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization when you have agreed in a written and executed contract, prior to an "occurrence", that such person or organization be added as an additional insured on your policy.	All locations for which you have agreed in a written and executed contract prior to an "occurrence".
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization when you have agreed in a written and executed contract, prior to an "occurrence", that such person or organization be added as an additional insured on your policy.	All locations for which you have agreed in a written and executed contract prior to an "occurrence".
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Where required by written contract or written agreement.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Where required by written contract or written agreement.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDED AGGREGATE PER PROJECT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

It is understood and agreed that the following is added to this policy:

SCHEDULE

Maximum Aggregate Limit:	\$5,000,000
--------------------------	-------------

SECTION III – LIMITS OF INSURANCE is amended with the addition of the following:

The General Aggregate Limit applies separately to each “project” of the Named Insured.

Notwithstanding the application of the General Aggregate limit to each “project” of the Named Insured, under no circumstances will we pay more than the Maximum Aggregate Limit shown in the **SCHEDULE** above for all claims arising out of all “projects” as applicable under this policy.

SECTION V – DEFINITIONS, is amended by adding the following:

“Project” means all work done by you or on your behalf, away from premises owned or rented to you, to complete an individual bid or negotiated contract to provide services for a specified period of time. Multiple jobs, work orders, purchase orders, change orders or work done at multiple locations under one contract are not separate “projects” within the meaning of this coverage.

All other terms, conditions and exclusions remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

PRODUCTS-COMPLETED OPERATIONS LIABILITY COVERAGE

It is understood and agreed that the following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, item **4. Other Insurance, a. Primary Insurance**:

SCHEDULE

Person(s) or Entity(ies):	
----------------------------------	--

If no entry appears above, this endorsement applies to any person or entity that qualifies as an Additional Insured under this policy

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to any **Person(s) or Entity(ies)** shown in the **SCHEDULE** above you are required by written contract to add as an Additional Insured provided that:

1. The Additional Insured is a Named Insured under such other insurance; and
2. You have agreed by written contract that this insurance would be primary and would not seek contribution from any other insurance available to the Additional Insured.

However, the insurance provided under this endorsement will not apply beyond the extent required by such contract.

All other terms, conditions and exclusions remain unchanged.



COMMERCIAL GENERAL LIABILITY DECLARATIONS

POLICY NUMBER: PCHS318462

NAMED INSURED:	R.E. Chaffee Construction Inc.; Ronnie Chaffee
MAILING ADDRESS:	P.O Box 3087, Wrightwood, CA 92397
PROPOSED EFFECTIVE PERIOD:	03/22/2023 to 03/22/2024 12:01 AM AT THE ADDRESS OF THE NAMED INSURED AS SHOWN ABOVE

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

LIMITS OF INSURANCE		
Each Occurrence Limit	\$1,000,000	
Damage To Premises Rented To You Limit	\$50,000	Any one premises
Medical Expense Limit	\$5,000	Any one person
Personal and Advertising Injury Limit	\$1,000,000	Any one person or organization
General Aggregate Limit	\$2,000,000	
Products / Completed Operations Aggregate Limit	\$2,000,000	

DESCRIPTION OF BUSINESS	
DESCRIPTION OF OPERATIONS:	General Building Contractor
BUSINESS ENTITY TYPE:	Corporation

CLASSIFICATION & RATING						
LOC #	Class code	Class Description	Premium Base	Basis	Composite Rate	Premium
1	99946	Water Mains or Connection Construction	4,500,000	Gross Sales	Refer to HSC2003 Composite Rate Endorsement	\$34,918
1	98820	Sewer Mains or Connections Construction	Included	Included		Included
1	91585	Contractors - subcontracted work - in connection with construction, reconstruction, repair or erection of buildings - NOC	Included	Included		Included
1	91583	Contractors - subcontracted work - in connection with building construction, reconstruction, repair or erection - one or two family dwellings	Included	Included		Included

PLEASE SEE HSC2101 - SCHEDULE OF LOCATION(S) FOR DESCRIPTION OF LOCATIONS ON FILE WITH THE COMPANY

PREMIUMS	
TOTAL PREMIUM (MINIMUM AND DEPOSIT):	\$34,918
TOTAL COMPANY FEES:	\$350
TOTAL PAYABLE AT INCEPTION:	\$35,268

AUDIT	
POLICY SUBJECT TO AUDIT?	Yes
AUDIT PERIOD:	Annual

ENDORSEMENTS
Form(s) and Endorsements made part of this policy at time of issue: See AP7004 Schedule of Forms and Endorsements

THESE DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGR PART(S) AND COVERAGE FORM(S) AND ANY ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED POLICY.



SCHEDULE OF UNDERLYING INSURANCE

PRIMARY INSURANCE: General Liability			
Carrier:	Hamilton Select Insurance Inc	Limits of Insurance:	
Policy Number:	PCHS318462	Each Occurrence/Claim:	\$1,000,000
Policy Dates:	3/22/2023-3/22/2024	General Aggregate:	\$2,000,000
Coverage Form:	Occurrence	Products and Completed Operations Aggregate:	\$2,000,000
Retroactive Date:		Personal and Advertising Injury:	1,000,000

PRIMARY INSURANCE: Automobile Liability			
Carrier:	United Financial Casualty Company	Limits of Insurance:	
Policy Number:		Combined Single Limit:	\$1,000,000
Policy Dates:	1/25/2023-7/25/2023		
Coverage Form	Occurrence		

PRIMARY INSURANCE: Employers' Liability			
Carrier:	State Compensation Insurance Fund	Limits of Insurance:	
Policy Number:		Bodily Injury Per Accident Limit:	\$1,000,000
Policy Dates:	8/4/2022-8/4/2023	Bodily Injury Per Disease Limit:	\$1,000,000
Coverage Form	Occurrence	Bodily Injury Each Employee Limit:	\$1,000,000



COMMERCIAL EXCESS LIABILITY DECLARATIONS

POLICY NUMBER: XCHS318426 **NO FLAT CANCELLATION**
NAMED INSURED: R.E Chaffee Construction Inc.; Ronnie Chaffee dba R.E. Chaffee Construction
MAILING ADDRESS: P.O Box 3087 Wrightwood, CA 92397

In consideration of the payment of the premium, subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

1. POLICY PERIOD

From: 3/22/2023 To: 3/22/2024 at 12:01 AM at the address of the named insured as shown above

2. RETROACTIVE DATE

Retroactive Date: N/A at 12:01 AM at the address of the named insured as shown above.

3. BUSINESS DESCRIPTION

General Building Contractor

4. LIMITS OF INSURANCE

Each Occurrence:	\$5,000,000
Annual Aggregate:	\$5,000,000

5. SCHEDULE OF UNDERLYING INSURANCE

Refer to XS1002 Schedule of Underlying Insurance

6. PREMIUM AND COMPANY FEES

Deposit Premium:	\$34,273	California Premium:	\$34,273.00
TRIA Premium:	\$0	Non-Taxable Fees:	\$785.00
Company Fee:	\$150	Taxable Fees:	\$150.00
Total (of Premiums and Company Fee):	\$34,423	Surplus Lines Tax:	\$1,032.69
		Stamping Fee:	\$61.96

7. AUDIT

Policy Subject to Audit No Refer to XS4010 Premium Audit Condition

8. FORMS AND ENDORSEMENTS

Refer to AP7004 Schedule of Forms

These Declarations, together with the coverage form(s) and any endorsements(s), complete the above numbered policy.



SCHEDULE OF FORMS

<u>FORM NUMBER</u>	<u>FORM NAME</u>
CA D2	CA Disclosures
XS1001 (01/22)	Excess Casualty Declarations Page
AP7004 (03/21)	Schedule of Forms
XS1002 (09/21)	Schedule of Underlying Insurance
XS1000 (08/22)	Commercial Excess Liability Policy
XS2001 (01/22)	Minimum Policy Premium
XS3000 (01/22)	Exclusion - Terrorism
XS3001 (01/22)	Exclusion - Communicable Disease
XS3013 (01/22)	Exclusion - New York
XS3023 (01/22)	Exclusion - Cyber Liability
XS3026 (04/22)	Exclusion - Human Trafficking or Exploitation
XS3076 (08/22)	Exclusion - Maritime Laws
XS4102 (08/22)	Waiver of Transfer of Rights of Recovery Against Others to us Where Required by Written Contract
XS4111 (08/22)	Primary and Noncontributory Insurance Condition
AP7300 (07/21)	Nuclear Energy Liability Exclusion
AP7301 (07/21)	Biometric Data Exclusion
AP7302 (01/22)	Trade or Economic Sanctions Exclusion
AP7000 (01/22)	Signature Endorsement
AP7001 (01/22)	Where to Report a Claim
AP7002 (07/21)	Privacy Notice
AP7003 (07/21)	OFAC Advisory Notice to Policyholders

FORMS AND ENDORSEMENTS SCHEDULE

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

Form Number	Form Name
PN 0005 02 22	California Policyholder Notice
PN 0055 02 22	STATE FRAUD WARNINGS
TSX 0005 01 22	Tango Excess Declarations Page
TSX FS 0003 04 22	Tango Excess Forms Schedule
TSX 0195 02 23	Claim Notice
TSX CS 0002 04 22	Tango Excess Schedule of UL
TSX 0001 04 22	Tango Excess Policy Form
TSX 0056 12 21	Bankruptcy or Insolvency of Underlying Insurer
TSX 0059 12 21	Exclusion - Violations of Economic and Trade Sanctions
TSX 0060 12 21	Exclusion - Absolute Asbestos
TSX 0078 12 21	Exclusion - Communicable Disease
TSX 0083 12 21	Exclusion - Cyber Liability
TSX 0188 12 21	Exclusion - Nuclear Energy Liability (Broad Form)
TSX 0137 12 21	Exclusion - Residential Work Except Remodel-Repair and Apartments
TSX 0155 12 21	Exclusion - Total Pollution
TSX 0158 12 21	Exclusion - Uninsured Underinsured Motorist
TSX 0159 12 21	Exclusion - Violation of Information Statutes
TSX 0160 12 21	Exclusion - War Liability
TSX 0162 12 21	Exclusion - Wrap-up
TSX 0175 12 21	Service of Suit
TSX 0176 12 21	Unimpaired Aggregate Limits

TSX 0301 02 22

Exclusion Of Certified Acts Of Terrorism And Exclusion Of Other Acts Of
Terrorism Committed Outside The United States

CLAIM NOTICE

Please give immediate notice of any claims to which this policy applies to:

Mailing address:

Tango Specialty
223 Roswell Street
Suite 150
Alpharetta, GA 30009

Phone number: 866-954-3538

E-mail: 9694Tango@sedgwick.com

We will respond to any of these communication methods with an acknowledgement of receipt containing a claim number and the claim adjusters contact information.

Note regarding Loss Run Requests – Direct such to EClossruns@tangospecialty.com

SCHEDULE OF UNDERLYING POLICIES

Coverage	Carrier	Policy Period	Limit	Attachment
Excess Liability	Hamilton Select Insurance, Inc.	03/22/2023 - 03/22/2024	\$5,000,000	Primary

INSURANCE POLICY INFORMATION

PROJECT: SUPPLEMENTAL ENVIRONMENTAL PROJECT PRIVATE SEPTIC TO SEWER CONVERSION PROGRAM

TYPE OF INSURANCE: WORKER'S COMPENSATION INSURANCE

The policies of insurance listed below have been issued by the company named below in conformance with the requirements set forth in the Owner's Contract Documents, and that said policies are now in force.

Said company will give at least forty-five (45) days' advance written notice by registered mail to the Owner prior to any material change or cancellation of said policies.

Insurance issuance company: State Compensation Insurance Fund

<u>Policy Number</u>	<u>Effective Date</u>	<u>Expiration Date</u>
9342937-23	08/04/2023	08/04/2024
_____	_____	_____
_____	_____	_____
_____	_____	_____

The insurance provided by said policies complies in all respects as to coverage and limits of liability with the requirements of the Worker's Compensation Insurance Laws of the State of California.



ENDORSEMENT AGREEMENT
WAIVER OF SUBROGATION
BLANKET BASIS

BROKER COPY

REP D3
9236180-22
RENEWAL
SP
8-85-24-71
PAGE 1 OF 1

HOME OFFICE
SAN FRANCISCO

EFFECTIVE AUGUST 4, 2022 AT 12.01 A.M.
AND EXPIRING AUGUST 4, 2023 AT 12.01 A.M.

ALL EFFECTIVE DATES ARE
AT 12:01 AM PACIFIC
STANDARD TIME OR THE
TIME INDICATED AT
PACIFIC STANDARD TIME

R.E. CHAFFEE CONSTRUCTION
PO BOX 3087
WRIGHTWOOD, CA 92397

WE HAVE THE RIGHT TO RECOVER OUR PAYMENTS FROM ANYONE
LIABLE FOR AN INJURY COVERED BY THIS POLICY. WE WILL
NOT ENFORCE OUR RIGHT AGAINST THE PERSON OR
ORGANIZATION NAMED IN THE SCHEDULE.

THIS AGREEMENT APPLIES ONLY TO THE EXTENT THAT YOU
PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU
TO OBTAIN THIS AGREEMENT FROM US.

THE ADDITIONAL PREMIUM FOR THIS ENDORSEMENT SHALL BE
2.00% OF THE TOTAL POLICY PREMIUM.

SCHEDULE

<u>PERSON OR ORGANIZATION</u>	<u>JOB DESCRIPTION</u>
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER	BLANKET WAIVER OF SUBROGATION

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE
OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS
POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR
LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO: JULY 29, 2022

2572

Kent R. Va...
AUTHORIZED REPRESENTATIVE

Vance Steiner
PRESIDENT AND CEO

INSURANCE POLICY INFORMATION

PROJECT: SUPPLEMENTAL ENVIRONMENTAL PROJECT PRIVATE SEPTIC TO SEWER CONVERSION PROGRAM

TYPE OF INSURANCE: AUTOMOBILE LIABILITY INSURANCE

The policies of insurance listed below have been issued by the company named below in conformance with the requirements set forth in the Owner's Contract Documents, and that said policies are now in force.

Said company will give at least forty-five (45) days' advance written notice by registered mail to the Owner prior to any material change or cancellation of said policies.

Insurance issuance company: United Financial Company

<u>Policy Number</u>	<u>Effective Date</u>	<u>Expiration Date</u>	<u>Limits of Liability</u>
03901758-4	07/25/23	01/25/24	1,000,000
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Policy number: 03901758-4

Underwritten by:

United Financial Casualty Co.

Insured:

RE CHAFFEE CONSTRUCTION

October 11, 2023

Policy Period: 07/25/2023 - 01/25/2024

Mailing Address

United Financial Casualty Co.

PO Box 94739

Cleveland, OH 44101

Additional insured endorsement

1-800-444-4487

For customer service, 24 hours a day,
7 days a week

Name of Person or Organization

MISSION SPRINGS WATER DISTRICT

66575 2ND ST

DESERT HOT SPRINGS, CA 92240

The person or organization named above is an **insured** with respect to such liability coverage as is afforded by the policy, but this insurance applies to said **insured** only as a person liable for the conduct of another **insured** and then only to the extent of that liability. **We** also agree with you that insurance provided by this endorsement will be primary for any power unit specifically described on the **Declarations Page**.

Limit of Liability

Bodily Injury	each person/	each accident
Property Damage		each accident
Combined Liability	\$1,000,000	each accident

All other terms, limits and provisions of this policy remain unchanged.

This endorsement applies to Policy Number: 03901758-4

Issued to (Name of Insured): RE CHAFFEE CONSTRUCTION

Effective date of endorsement: 10/09/2023 Policy expiration date: 01/25/2024



WAIVER OF SUBROGATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

- Commercial Auto Policy
- Motor Truck Cargo Legal Liability Coverage Endorsement
- Commercial General Liability Coverage Endorsement

We agree to waive any and all subrogation claims against the person or organization designated below except for losses that are due in whole or part to the negligence or errors and omissions of the designated person or organization.

MISSION SPRINGS WATER DISTRICT
66575 2ND ST
DESERT HOT SPRINGS, CA 92240

This endorsement applies to Policy Number: 03901758-4

Issued to: RE CHAFFEE CONSTRUCTION

Endorsement Effective: 10/09/2023 Expiration: 01/25/2024

All other terms, limits and provisions of this policy remain unchanged.

INSURANCE POLICY INFORMATION

PROJECT: SUPPLEMENTAL ENVIRONMENTAL PROJECT PRIVATE SEPTIC TO SEWER CONVERSION PROGRAM

TYPE OF INSURANCE: BUILDERS' RISK "ALL RISK" INSURANCE

The policies of insurance listed below have been issued by the company named below in conformance with the requirements set forth in the Owner's Contract Documents, and that said policies are now in force.

Said company will give at least forty-five (45) days' advance written notice by registered mail to the Owner prior to any material change or cancellation of said policies.

Insurance issuance company:

Atlantic Specialty Insurance Company,
 A.M. Best Rating A+ (Superior)

<u>Policy Number</u>	<u>Effective Date</u>	<u>Expiration Date</u>	<u>Limits of Liability</u>
TBD <u>790038039-0000</u>	TBD <u>10/30/23</u>	TBD <u>12/30/23</u>	390,877
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____



**CONSTRUCTION @VANTAGE
BINDER**

BUSINESS CLIENT RE CHAFFEE CONSTRUCTION, INC.
6001 PARK DRIVE
WRIGHTWOOD, CA 92397

EFFECTIVE DATE October 30, 2023
EXPIRATION DATE December 30, 2023

QUOTE 3634212-1
POLICY 790-03-80-39-0000

IN PARTNERSHIP WITH AMWINS INSURANCE BROKERAGE, LLC
725 S. FIGUEROA ST., 19TH FL, SUITE 1900
LOS ANGELES, CA 90017-5435

UNDERWRITING COMPANY Atlantic Specialty Insurance Company
605 Highway 169 North, Suite 800
Plymouth, MN 55441



About Intact Insurance Specialty Solutions

Throughout the United States, Intact Insurance Specialty Solutions' underwriting companies offer a broad range of specialty insurance products through independent agencies, regional and national brokers, wholesalers and managing general agencies. Each business is managed by an experienced team of specialty insurance professionals focused on a specific customer group or industry segment, and providing distinct products and tailored coverages and services. Targeted solutions include group accident and health; commercial and contract surety; entertainment; environmental; excess property; financial institutions; financial services; inland marine; management liability; ocean marine; public entities; technology; and tuition refund. For further information about U.S. products and services visit: intactspecialty.com.

Intact Insurance Specialty Solutions is the marketing brand for the insurance company subsidiaries of Intact Insurance Group USA LLC, a member of Intact Financial Corporation (TSX: IFC), the largest provider of property and casualty insurance in Canada and a leading specialty insurance carrier in North America. The insurance company subsidiaries of Intact Insurance Group USA LLC include Atlantic Specialty Insurance Company, a New York insurer, Homeland Insurance Company of New York, a New York insurer, Homeland Insurance Company of Delaware, a Delaware insurer, OBI America Insurance Company, a Pennsylvania insurer, OBI National Insurance Company, a Pennsylvania insurer, and The Guarantee Company of North America USA, a Michigan insurer. Each of these insurers maintains its principal place of business at 605 Highway 169 N, Plymouth, MN 55441, except The Guarantee Company of North America USA, which is located at One Towne Square, Southfield, MI 48076. For information about Intact Insurance Specialty Solutions products and services available in Canada, visit: intactspecialty.ca and for information about Intact Financial Corporation, visit: intactfc.com.

Construction @vantage Binder

Premium Summary for RE CHAFFEE CONSTRUCTION, INC.

<u>Coverages</u>	<u>Coverage Premium</u>
Construction @vantage Builders Risk Coverage	\$1,500
Construction @vantage Installation Coverage	Not Covered
Construction @vantage Contractors Equipment Coverage	Not Covered
Total Coverage Premium	\$1,500
Premium Excluding Terrorism	\$1,500
Premium Including Terrorism	\$1,500

Payment Plan Agency Bill -

Common Policy Forms

Form	Description
4 VIL 100 04 23	COMMON POLICY DECLARATIONS
ASC 00 02 01 98	PREMIUM STATEMENT
ASC 00 12A 09 18	SCHEDULE OF LOCATIONS
IL 00 17 11 98	COMMON POLICY CONDITIONS
VIL 500 07 06	PREMIUM DETAIL SUMMARY
VIL 619 CA 08 11	CA CHANGES-CANCELLATION & NONRENEWAL
ASC 00 11 01 98	Schedule 1 - LIST OF COMMON DEC FORMS

Non-Policy Forms

Form	Description
G 2004A 04 10	CA NOTICE TO POLICYHOLDERS
IIIM 012 05 21	WELCOME LETTER
IL P 001 01 04	U.S. TREASURY DEPT OFFICE OF FOREIGN ASSETS NOTICE (OFAC)
PHN 006 IM 12 20	POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE
PHN 008 IM 12 20	POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE
VIM 102 10 14	CLAIMS INFORMATION

SCHEDULE OF LOCATIONS

Loc	Address
1	VARIOUS LOCATIONS ON FILE WITH COMPANY DESERT HOT SPRINGS, CA 92240 Description: INLAND MARINE Bldg 1

Inland Marine Coverages

Loc	Bldg Coverage	Limit	Deductible
	Construction @vantage Builders Risk Coverage Including Equipment Breakdown		
	Deductible Amount		\$5,000
	Project Description:		
	Supplemental Environmental		
	Project Private Septic System		
	Conversion Program		
	Policy Level Per Occurrence Limits:		
	Builders Risk Occurrence Limit of Insurance	\$390,877	
	Existing Building or Structure	Not Covered	
	Construction Property at Temporary Locations	\$50,000	
	Construction Property In Transit	\$50,000	
	Costs to Re-Erect Undamaged Scaffolding	\$50,000	
	Delay in Completion Expenses	\$25,000	
	Escalation Provision Percentage of Insurance or \$500,000 whichever is less	5%	
	Green Upgrades Limit	\$25,000	
	Green Upgrades Percentage	10%	
	Equipment Breakdown Deductible		\$5,000
	Equipment Breakdown Expediting Expenses	\$25,000	
	Equipment Breakdown Hazardous Substances	\$25,000	
	Testing Exclusion Eliminated		
1	1 Construction @vantage Builders Risk Coverage		
	Project Description:		
	Supplemental Environmental		
	Project Private Septic System		
	Conversion Program		
	Deductible Amount		\$5,000
	Project Site Limit	\$390,877	
	Construction Property	\$390,877	
	Building Ordinance Combined B&C	\$250,000	



Inland Marine Coverages

Loc	Bldg Coverage	Limit	Deductible
	Green Upgrades Additional Coverage	Not Covered	
	Construction @vantage Additional Coverages		
	Deductible Amount		\$5,000
	Construction Documents	\$25,000	
	Construction Models	\$10,000	
	Construction Signs	\$25,000	
	Construction Trailers and Contents	\$25,000	
	Debris Removal	\$100,000	
	Expediting Expenses	\$50,000	
	Expendable Supplies	\$10,000	
	Inventory or Appraisals	\$10,000	
	Fungus, Wet Rot, Dry Rot and Bacteria	\$25,000	
	Pollutant Clean Up	\$50,000	
	Preservation of Property - Expense Coverage	\$25,000	
	Days	90	
	Trees, Shrubs and Plants	\$25,000	
	Installation Coverage	Not Covered	
	Contractor's Equipment Coverage	Not Covered	
	Bucket Limit Coverages	\$10,000	
	Tenant Improvements and Betterments		
	Hardware and Media		
	Personal Effects Owned by You, Your Officers, Your Partners, or Your Employees		
	Valuable Information Property		
	Accounts Receivable		
	Fine Arts		
	Fire Extinguisher and Automatic Extinguishing System Recharge		
	Claims Expense		
	Emergency Response Service Charge		
	Reward Coverage		
	Contractual Penalties		

Inland Marine Coverages

Loc	Bldg Coverage	Limit	Deductible
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Terrorism - Inland Marine

Inland Marine Forms

Form	Description
IL 01 02 05 05	CA CHANGES - ACTUAL CASH VALUE
IL 01 04 09 07	CA CHANGES
IL 09 52 01 15	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
VIM 001 05 18	COMMERCIAL INLAND MARINE CONDITIONS
VIM 002 07 05	COMMERCIAL INLAND MARINE BUCKET LIMIT COVERAGES FORM
VIM 043 01 10	CONSTRUCTION @VANTAGE COVERAGE FORM
VIM 100 07 05	COMMERCIAL INLAND MARINE DECLARATIONS
VIM 286 01 10	CONSTRUCTION @VANTAGE GREEN UPGRADES ADDITIONAL COVERAGE
VIM 290 01 10	CONSTRUCTION @VANTAGE BUILDERS RISK EQUIPMENT BREAKDOWN COV
ASC 00 11 01 98	Schedule 2 - INLAND MARINE LIST OF FORMS

Additional Terms, Conditions, and Underwriter Comments:

- Permission to Occupy Endorsement VIM288
- Replacement Cost
- Coinsurance Waived
- Broad Loss Payable Condition BR VIM227 11 20
- \$1,500 Minimum Earned Premium

Loss Payee to be scheduled:

Mission Springs Water District, a County Water District
66575 2nd St
Desert Hot Springs, CA 92240

Named Insured(s) to be scheduled:

RE Chaffee Construction, Inc;
Mission Springs Water District, a County Water District

INSURANCE POLICY INFORMATION

PROJECT: SUPPLEMENTAL ENVIRONMENTAL PROJECT PRIVATE SEPTIC TO SEWER CONVERSION PROGRAM

TYPE OF INSURANCE: EMPLOYER'S LIABILITY INSURANCE

The policies of insurance listed below have been issued by the company named below in conformance with the requirements set forth in the Owner's Contract Documents, and that said policies are now in force.

Said company will give at least forty-five (45) days' advance written notice by registered mail to the Owner prior to any material change or cancellation of said policies.

Insurance issuance company: N/A

<u>Policy Number</u>	<u>Effective Date</u>	<u>Expiration Date</u>	<u>Limits of Liability</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

ADDITIONAL INSURED ENDORSEMENT – ONGOING WORK OR OPERATIONS

Named Insured R.E. Chaffee Construction, Inc.			Endorsement Number
Policy Symbol CPW	Policy Number G744265050 001	Policy Period 02/10/2023 to 02/10/2024	Effective Date of Endorsement 02/10/2023
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE:

Name of Person(s) or Organization(s): As required by written contract, prior to a loss to which this insurance applies.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. SECTION II - WHO IS AN INSURED is amended to include as an additional insured the persons or organizations shown in the Schedule, but only with respect to liability for injury or damage, to which this insurance applies, caused in ,whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insureds.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

Exclusions

This insurance does not apply to injury or damage occurring after:

- a. All work or operations, including materials, parts or equipment furnished in connection with such work or operations, on the project (other than service, maintenance or repairs) to be performed by you or on your behalf at the site of the covered operations has been completed; or
- b. That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for the additional insured as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to SECTION III – LIMITS OF INSURANCE:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

ADDITIONAL INSURED ENDORSEMENT - PRODUCTS-COMPLETED OPERATIONS HAZARD

Named Insured RE Chaffee Construction Inc			Endorsement Number
Policy Symbol CPW	Policy Number G74426505 001	Policy Period 02/10/2023 to 02/10/2024	Effective Date of Endorsement 02/10/2023
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization(s): As required by written contract, prior to a loss to which this insurance applies.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. SECTION II - WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for injury or damage, to which this insurance applies, caused by or resulting from **your work** performed for that additional insured and included in the **products-completed operations hazard**, and only to the extent that such injury or damage is caused, in whole or in part, by your negligence or the negligence of those acting on your behalf.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to SECTION III - LIMITS OF INSURANCE:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.