

AGREEMENT

CONTRACT DIR: 393187

THIS AGREEMENT, made this 16th day of December, 2021, by and between the MISSION SPRINGS WATER DISTRICT hereinafter called "Owner", and J.F.Shea Construction, Inc. doing business as Corporation*, 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 "**Regional Water Reclamation Facility**"
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 **Six Hundred Ninety (690) consecutive calendar days with substantial completion within Six Hundred (600) 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 \$1,000 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 \$ **40,986,000.00** 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 and Detailed Technical Provisions and Standard Drawings and Details
- o. Drawings prepared for Mission Springs Water District
- p. Addenda:

No. 1, dated June 7, 2021

No. 2, dated June 14, 2021

No. 3, dated June 25, 2021

No. 4, dated June 26, 2021

No. 5, dated July 7, 2021

No. 6, dated June 13, 2021

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 by the District 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 attorneys' 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 in three (3) copies each of which shall be deemed an original on the date first above written.

OWNER:

MISSION SPRINGS WATER DISTRICT

By [Signature]

Name Nancy Waight
(Please Type)

Title President

(SEAL)

ATTEST:

[Signature]
Name Arden W. Wainwright
(Please Type)

Title Sec.

CONTRACTOR:

J.F. Shea Construction, Inc.

By [Signature]

Name Steven W. Cox, Executive Vice President
(Please Type)

Address 667 Brea Canyon Road, Suite 30

Walnut, CA 91789

Contractor's License No. 769989

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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.

State of California

County of Riverside

On Dec 16, 2021 before me, Lisa Pelton, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Arden Wallum
Name(s) of Signer(s)

who 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.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature Lisa Pelton
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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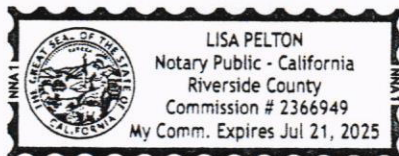
State of California

County of Riverside

On Dec. 16, 2021 before me, Lisa Pelton, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Nancy Wright
Name(s) of Signer(s)

who 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.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature Lisa Pelton
Signature of Notary Public

OPTIONAL

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Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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State of California

County of Los Angeles

On November 11, 2021 before me, Lori K. Olivas, Notary Public,
Date Here Insert Name and Title of the Officer
 personally appeared Steven W. Cox
Name(s) of Signer(s)

who 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.



Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Lori K. Olivas*
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Agreement

Document Date: None Number of Pages: 4

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Steven W. Cox

- ☒ Corporate Officer – Title(s): Exec. V.P.
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer is Representing: J.F. Shea Construction, Inc.


Signer's Name: _____

- ☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer is Representing: _____

CORPORATE CERTIFICATE

I, James G. Shontere, certify that I am the _____
Secretary of the Corporation named as CONTRACTOR in the foregoing contract; that
Steven W. Cox, who signed said contract
on behalf of the CONTRACTOR was then Executive Vice President of said corporation;
and that said contract was duly signed for and in behalf of said corporation by authority of its
governing body and is within the scope of its corporate powers.



James G. Shontere, Secretary

(SEAL)

ATTEST:



Name Elizabeth Pettus
(Please Type)

Title Administrative Assistant

Bond Number:
107483081
09391601

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 J.F. SHEA CONSTRUCTION, INC. (hereinafter designated as the "Contractor"), a contract dated December 16, 2021, for work described as follows: Construction of "**Regional Water Reclamation Facility**" (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, J.F. SHEA CONSTRUCTION, INC., the undersigned Contractor, as Principal, and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation organized and existing under the laws of the State of Connecticut and Illinois, 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 Forty Million Nine Hundred Eight Six Thousand and no/100 -----

----- Dollars (\$40,986,000.00), 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 judgement 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 or as otherwise approved by the District.

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 October 22th, 20 21.

PRINCIPAL:

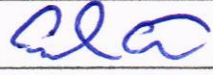
J.F. SHEA CONSTRUCTION, INC.

By 
Steven W. Cox, Executive Vice President

SURETY:

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

(Seal)

By 
Attorney-in-Fact
Edward C. Spector

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.

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)

**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)

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

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, James G. Shontere, certify that I am the _____ Secretary of the corporation named as Principal to the within bond; that Steven W. Cox who signed the said bond on behalf of the principal was then Executive Vice 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.



James G. Shontere, Secretary
(CORPORATE SEAL)



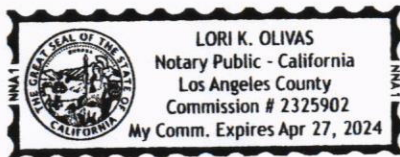
CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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State of California }
 County of Los Angeles }
 On November 11, 2021 before me, Lori K. Olivas, Notary Public,
Date Here Insert Name and Title of the Officer
 personally appeared Steven W. Cox
Name(s) of Signer(s)

who 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.



Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Lori K. Olivas*
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Payment Bond
 Document Date: October 22, 2021 Number of Pages: 3
 Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Steven W. Cox
☒ Corporate Officer – Title(s): Exec. V.P.
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer is Representing: J.F. Shea Construction, Inc.

Signer's Name: _____
☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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.

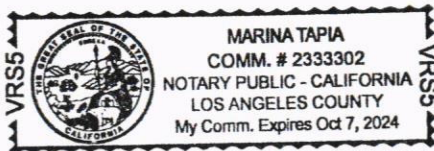
State of California

County of Los Angeles

On OCT 22 2021 before me, Marina Tapia, Notary Public, personally appeared Edward C. Spector who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

Signature of Notary Public



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Edward C. Spector**, of **Los Angeles, California**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this _____

day of _____

OCT 22 2021



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **B. Aleman, Tracy Aston, Tom Branigan, Simone Gerhard, Rosa E. Rivas, Edward C. Spector, Marina Tapia, Nathan Varnold, Donna Garcia and KD Wapato, all of Los Angeles, California, EACH**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 6th day of March, A.D. 2019.



ATTEST:
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 6th day of March, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney....Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this _____ day of OCT 22 2021.



Brian M. Hodges

By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

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,

Travelers Casualty and Surety Company of America

of Hartford, Connecticut, organized under the laws of Connecticut, 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 1st day of July, 1997, I have
hereunto set my hand and caused my official seal to be affixed this 16th
day of June, 1997.

Fee \$92.00

Chuck Quackenbush
Insurance Commissioner

Rec. No.

Filed 5/28/97

By

Victoria S. Sidbury
Deputy

Certification

I, the undersigned Insurance Commissioner of the State of California, do hereby certify that I have compared the above copy of Certificate of Authority with the duplicate of original now on file in my office, and that the same is a full, true, and correct transcript thereof, and of the whole of said duplicate, and said Certificate of Authority is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and caused my official
seal to be affixed this 31st day of December, 2007.

Steve Poizner
Insurance Commissioner

By *Pauline D'Andrea*
Pauline D'Andrea

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,

Fidelity and Deposit Company of Maryland

of Illinois, organized under the laws of Illinois, 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, Plate Glass, Liability, Workers' Compensation,
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 12th day of March,
2019, I have set my hand and caused my official seal to be affixed this
12th day of March, 2019.



By

Ricardo Lara
Insurance Commissioner


Valerie Sarfaty
for Catalina Hayes-Bautista
Insurance Chief 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 Insurance Code section 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.

Bond Number:
107483081
09391601

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 Oblige hereunder, has awarded to J.F. SHEA CONSTRUCTION, INC., (hereinafter designated as the "Contractor"), a contract for the work described as follows:

Construction of "**Regional Water Reclamation Facility**" (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 December 16, 2021 (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, J.F. SHEA CONSTRUCTION, INC., the undersigned Contractor, as Principal, and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation organized and existing under the laws of the State of Connecticut and Illinois, 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 Forty Million Nine Hundred Eight Six Thousand and no/100 - - - -

Dollars (\$ 40,986,000.00), said sum being not less than 100 percent of the total amount payable by the said Oblige 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 Oblige, 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 judgment 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.-V11 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 October 22th, 20 21.

PRINCIPAL:

J.F. SHEA CONSTRUCTION, INC.

By [Signature]

Steven W. Cox, Executive Vice President

SURETY:

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By [Signature]

Attorney-in-Fact
Edward C. Spector

(Seal)

The rate of premium on this bond is \$3.95 per thousand.

The total amount of premium charged, \$161,894.00. (The above must be filled in by corporate surety.)

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.

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)

**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)

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

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, James G. Shontere, certify that I am the _____ Secretary of the corporation named as Principal to the within bond; that Steven W. Cox who signed the said bond on behalf of the principal was then Executive Vice 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)

James G. Shontere
James G. Shontere, Secretary

CALIFORNIA ACKNOWLEDGMENT

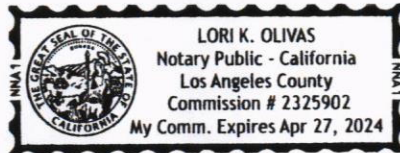
CIVIL CODE § 1189

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.

State of California }
County of Los Angeles

On November 11, 2021 before me, Lori K. Olivas, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Steven W. Cox
Name(s) of Signer(s)

who 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.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature *Lori K. Olivas*
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Contractor Performance Bond
Document Date: October 22, 2021 Number of Pages: 3
Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Steven W. Cox
☒ Corporate Officer – Title(s): Exec. V.P.
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: J.F. Shea Construction, Inc.

Signer's Name: _____
☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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.

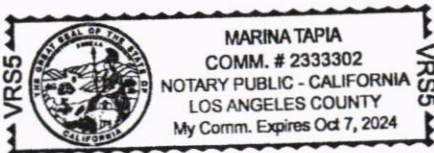
State of California

County of Los Angeles

On OCT 22 2021 before me, Marina Tapia, Notary Public, personally appeared Edward C. Spector who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

Marina Tapia

Signature of Notary Public



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Edward C. Spector**, of Los Angeles, California, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd day of February, 2017**.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney
Robert L. Raney, Senior Vice President

On this the **3rd day of February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th day of June, 2021**



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this _____

day of _____



OCT 22 2021

Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **B. Aleman, Tracy Aston, Tom Branigan, Simone Gerhard, Rosa E. Rivas, Edward C. Spector, Marina Tapia, Nathan Varnold, Donna Garcia and KD Wapato, all of Los Angeles, California, EACH**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 6th day of March, A.D. 2019.



ATTEST:
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 6th day of March, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,
this _____ day of OCT 22 2021



Brian M. Hodges

By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

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,

Travelers Casualty and Surety Company of America

of Hartford, Connecticut, organized under the laws of Connecticut, 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 1st day of July, 1997, I have
hereunto set my hand and caused my official seal to be affixed this 16th
day of June, 1997.

Fee \$92.00

Chuck Quackenbush
Insurance Commissioner

Rec. No.

Filed 5/28/97

By

Victoria S. Sidbury
Deputy

Certification

I, the undersigned Insurance Commissioner of the State of California, do hereby certify that I have compared the above copy of Certificate of Authority with the duplicate of original now on file in my office, and that the same is a full, true, and correct transcript thereof, and of the whole of said duplicate, and said Certificate of Authority is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and caused my official
seal to be affixed this 31st day of December, 2007.

Steve Poizner
Insurance Commissioner

By *Pauline D'Andrea*
Pauline D'Andrea

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,

Fidelity and Deposit Company of Maryland

of Illinois, organized under the laws of Illinois, 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, Plate Glass, Liability, Workers' Compensation,
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 12th day of March, 2019, I have set my hand and caused my official seal to be affixed this 12th day of March, 2019.



By

Ricardo Lara
Insurance Commissioner


Valerie Sarfaty
for Catalina Hayes-Bautista
Insurance Chief 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 Insurance Code section 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.

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 J.F. Shea Construction, Inc.

By  _____

Title Steven W. Cox, Executive Vice President

Contractor License No. 769989

Date November 11, 2021



JFSHEAC-01

JWAUGH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/30/2021

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 License # 0M70471 Orion Risk Management Insurance Services, An Alera Group Insurance Agency, LLC 1800 Quail Street, Suite 110 Newport Beach, CA 92660		CONTACT NAME: Jolene Waugh PHONE (A/C, No, Ext): (951) 281-5357 FAX (A/C, No): (949) 263-8860 E-MAIL ADDRESS: jwaugh@orionrisk.com		
INSURED J.F. Shea Co., Inc. 655 Brea Canyon Rd Walnut, CA 91789		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Liberty Mutual Fire Insurance Company		23035
		INSURER B : Lloyd's		
		INSURER C : Illinois Union Insurance Company		27960
		INSURER D : Safety Specialty Insurance Company		
		INSURER E :		
INSURER F :				

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 WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<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	TB2661066115021	8/1/2021	8/1/2022	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000 Emp. Benefits \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		AS2661066115121	8/1/2021	8/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ 0	X	X	B0595XR6862021	8/1/2021	8/1/2022	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WA266D066115031	8/1/2021	8/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	<input checked="" type="checkbox"/> Builders' Risk	X		I11193894001	12/13/2021	1/2/2024	Flood \$25,000,000 40,986,000
D	<input checked="" type="checkbox"/> Builder's Risk	X		CSN0011264	12/13/2021	1/2/2024	Excess Flood 15,986,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: J-658 Regional Water Reclamation Plant, Dillion Road at Little Morongo Rd., Desert Hot Springs, CA

Mission Springs Water District its officers, employees, agents and independent contractors are included as additional insured on a primary and non-contributory basis. Waiver of Subrogation applies. Excess/Umbrella follows form.

Lloyd's Syndicates: Hiscox: No. 0033; Convex No. 9800; Inigo No. 1301

ADDITIONAL DETAILS ON BUILDER'S RISK Policy #11193894001:
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

Mission Springs Water District
66575 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



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Orion Risk Management Insurance Services, An Alera Group Insurance Agency, LLC		License # 0M70471	NAMED INSURED J.F. Shea Co., Inc. 655 Brea Canyon Rd Walnut, CA 91789
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
- Hard Costs: \$36,774,878 (\$10,000 deductible)
- Soft Costs: \$4,211,122 (30 day waiting period)
- Total Limit: \$40,986,000
- Flood Sublimit: \$25,000,000 (\$100,000 deductible)

Policy Number TB2-661-066115-021
Issued by LIBERTY MUTUAL FIRE INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED CONSTRUCTION PROJECT OR DESIGNATED LOCATION
COMBINED AGGREGATE LIMITS – WITH TOTAL AGGREGATE LIMIT
FOR ALL PROJECTS AND LOCATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

Designated Construction Project(s) or Designated Location(s): All locations and all construction projects at which you are performing ongoing operations.

Total Aggregate Limit for all Projects and Locations: \$ 10,000,000

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I - Coverage C, which can be attributed only to ongoing operations at a single designated construction project or a single designated "location":
1. A separate Designated General Aggregate Limit applies to each designated construction project and to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated General Aggregate Limit is the most we will pay for the sum of all damages under Section I - Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Section I - Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated General Aggregate Limit for that designated construction project or designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated General Aggregate Limit for any other designated construction project or designated "location".
 4. The limits shown in the Declarations for Each Occurrence, Damage to Premises Rented to You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated General Aggregate Limit and the Total Aggregate Limit for all Projects and Locations.

5. The Total Aggregate Limit for all Projects and Locations shown in the Schedule of this endorsement is the most we will pay for the sum of all damages caused by "occurrences" under Section I – Coverage A and all medical expenses caused by accidents under Section I – Coverage C which can be attributed only to ongoing operations at a designated construction project or designated "location" shown in the Schedule of this endorsement, regardless of the number of construction projects, "locations", "occurrences" or accidents.
 6. Each Designated General Aggregate Limit is subject to the Total Aggregate Limit for all Projects and Locations shown in the Schedule of this endorsement.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I - Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project or single designated "location":
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated General Aggregate Limit.
- D. If the applicable construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. For the purposes of this endorsement, the Definitions Section is amended by the addition of the following definition:
- "Location" means any premises that you occupy for permanent operations as part of your business, but does not include any premises at which you are performing operations as part of a construction project. All premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single "location".
- F. The provisions of Section III - Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

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 whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no even to exceed either the scope of coverage or the limits of insurance provided in this policy.	
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 shown in the Declarations;

whichever is less.

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

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 whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no even to exceed either the scope of coverage or the limits of insurance provided in this policy	
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 shown in the Declarations;

whichever is less.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name Of Person(s) Or Organization(s):

Any person or organization whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.

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

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

Policy Number: AS2-661-066115-011
Issued by: Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIERS COVERGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

Schedule

Name of Person(s) or Organizations(s):

Any person or organization whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.

Regarding Designated Contract or Project:

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the Other Insurance Condition:

If you have agreed that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such 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:

Any person or organization whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no even to exceed either the scope of coverage or the limits of insurance provided in this policy.

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 is executed by the Liberty Mutual Fire Insurance Company
Premium \$0

Effective Date 08/01/2021 Expiration Date 08/01/2022

For attachment to Policy No. TB2-661-066115-021

Audit Basis

Issued To J.F. Shea Co., Inc.

Countersigned by

Authorized Representative

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT –
CALIFORNIA**

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.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 0% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

As per written agreement or contract

Job Description

Issued by Liberty Mutual Fire Insurance Company

For attachment to Policy No. WA2-66D-066115-031 Effective Date 08/01/21

Premium \$

Issued to J.F. Shea Co., Inc. et al

CERTIFICATES OF INSURANCE
AND ENDORSEMENT

The Contractor shall not commence any work under the Contract Documents until he obtains, at his own expense, all required insurance as stipulated by the Owner. The required insurance shall be provided by the Contractor in conformance with the requirements of Section 2.21 of the General Conditions of these Contract Documents and includes the following:

- Worker's Compensation Insurance
- Commercial General Liability Insurance
- Automobile Liability Insurance
- Builders' Risk "All Risk" Insurance
- Employer's Liability Insurance

The insurance company or companies utilized by the Contractor shall be authorized to transact business in the State of California, as evidenced by a listing in the official publication of the Department of Insurance of the State of California, and to issue policies in the amounts required in said Section 2.21 of the General Conditions of these Contract Documents.

No substitutions or revisions to the certificates and endorsements, which follow, will be accepted. If the insurance called for is provided by more than one company, a separate certificate, using the format presented, shall be provided for each company.

Insurance is 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.

The Certificates of Insurance supplied to the Contractor shall name the Mission Springs Water District its officers, employees, agents and independent contractors as "additional insured" and shall specify that the Mission Springs Water District be given forty-five (45) days prior written notice of any modification, decrease, or termination of the Contractor's insurance coverage. Such insurance shall be subject to approval by the Mission Springs Water District.

CERTIFICATE OF INSURANCE

OWNER: MISSION SPRINGS WATER DISTRICT

DESCRIPTION
OF CONTRACT: **Regional Water Reclamation Facility**

TYPE OF INSURANCE: **WORKER'S COMPENSATION INSURANCE**

THIS IS TO CERTIFY that 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 45 days' advance written notice by registered mail to the Owner prior to any material change or cancellation of said policies.

This certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by policies listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate or verification of insurance 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.

<u>Policy Number</u>	<u>Effective Date</u>	<u>Expiration Date</u>
WA266D066115031	8/1/2021	8/1/2022

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.

EFFECTIVE: 12/13/2021

J.F. Shea Co., Inc.

Named Insured

655 Brea Canyon Road

Address

Walnut, CA 91789

City, State, Zip

Insurance Company Agent for service
of process in California

Braden Cluck

(Name)

1800 Quail St., Suite 110

(Street Number)

Newport Beach, CA 92660

(City, State, Zip)

951-281-5337

(Telephone Number)

Liberty Mutual Fire Insurance Company
Insurance Company

175 Berkeley Street

Address

Boston, MA 02116

City, State, Zip

By 

(Authorized Representative)

(Attach Acknowledgment)

Liberty Mutual Insurance

(Company)

175 Berkeley Street

(Street Number)

Boston, MA 02116

(City, State, Zip)

857-224-5504

(Telephone Number)

NOTICE: No substitution or revision to this certificate will be accepted. If the insurance called for is provided by more than one company, a separate certificate, using this format, shall be provided for each company.

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.

STATE OF ~~CALIFORNIA~~ Massachusetts
COUNTY OF Essex }

On 11/15, 2021, before me, the undersigned notary public, personally appeared Kevin Coen, 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.

Arlyne L Campbell
Signature of Notary

ARLYNE L. CAMPBELL
Notary Public
Commonwealth of Massachusetts
My Commission Expires
November 13, 2026

Commission expires _____

(SEAL)

**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)

Liberty Mutual

CERTIFICATE OF INSURANCE
AND ENDORSEMENT

OWNER: MISSION SPRINGS WATER DISTRICT

DESCRIPTION
OF CONTRACT: **Regional Water Reclamation Facility**

TYPE OF INSURANCE: **COMMERCIAL GENERAL LIABILITY INSURANCE**

THIS IS TO CERTIFY that 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 45 days' advance written notice by registered mail to the Owner prior to any material change or cancellation of said policies.

This certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by policies listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of verification of insurance 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.

<u>Policy Number</u>	<u>Effective Date</u>	<u>Expiration Date</u>	<u>Limits of Liability Bodily Injury</u>	<u>Property Damage</u>
TB2661066115021	8/1/2021	8/1/2022	\$3,000,000	\$3,000,000
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

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

Manufacturers' and Contractors'	Yes <u>x</u>	No _____
Owners' and Contractors' Protective	Yes _____	No <u>x</u>
Blanket Contractual	Yes <u>x</u>	No _____
Completed Operations	Yes <u>x</u>	No _____
Owned Automobiles	Yes _____	No <u>x</u> - see Auto Policy
Hired Automobiles	Yes _____	No <u>x</u> - see Auto Policy
Non-Owned Automobiles	Yes _____	No <u>x</u> - see Auto Policy
Broad Form Property Damage	Yes <u>x</u>	No _____
"XCU" Exposure	Yes <u>x</u>	No _____

ENDORSEMENT:

The Owner, the Owner's Representative, and each of their officers, agents, and employees are included as additional named insureds under these policies but only while acting in their capacity as such and only as respects operations of the original named insured, his subcontractors, agents, and employees in the performance of the above-referenced contract.

This endorsement shall not operate to increase the Company's total limits of liability under the above-listed policies.

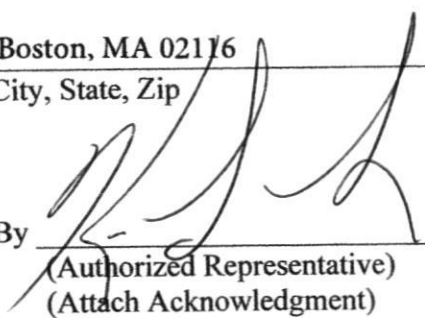
EFFECTIVE: 12/13/2021

J.F. Shea Co., Inc.
Named Insured
655 Brea Canyon Road
Address
Walnut, CA 91789
City, State, Zip

Insurance Company Agent for service
of process in California

Braden Cluck
(Name)
1800 Quail St., Suite 110
(Address)
Newport Beach, CA 92660
(City, State, Zip)
951-281-5337
(Telephone Number)

Liberty Mutual Fire Insurance Company
Insurance Company
175 Berkeley Street
Address
Boston, MA 02116
City, State, Zip

By 
(Authorized Representative)
(Attach Acknowledgment)

Liberty Mutual Insurance
(Company)
175 Berkeley Street
(Address)
Boston, MA 02116
City, State, Zip
857-224-5504
(Telephone Number)

NOTICE: No substitution or revision to this certificate and endorsement will be accepted. If the insurance called for is provided by more than one company, a separate certificate, using this format, shall be provided for each company.

STATE OF ~~CALIFORNIA~~ Massachusetts }

STATE OF ~~CALIFORNIA~~

COUNTY OF Essex

WITNESS my hand and official seal.

Signature of Notary Orlyne L Campbell

Commission expires

(SEAL)

ARLYNE L. CAMPBELL
Notary Public
Commonwealth of Massachusetts
My Commission Expires
November 13, 2026

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) *me + 1*

ENTITY(IES) Liberty Mutual

ENDORSEMENT:

The Owner, the Owner's Representative, and each of their officers, agents, and employees are included as additional named insureds under these policies but only while acting in their capacity as such and only as respects operations of the original named insured, his subcontractors, agents, and employees in the performance of the above-referenced contract.

This endorsement shall not operate to increase the Company's total limits of liability under the above-listed policies.

EFFECTIVE: 12/13/2021

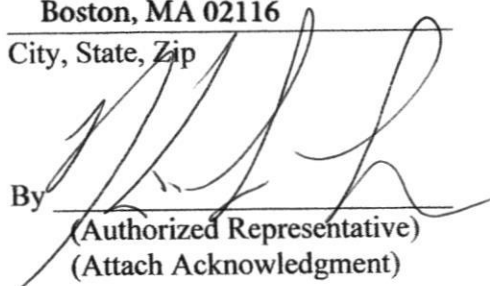
J.F. Shea Co., Inc.
Named Insured
655 Brea Canyon Road
Address
Walnut, CA 91789
City, State, Zip

Insurance Company Agent for service
of process in California

Braden Cluck
(Name)
1800 Quail St., Suite 110
(Address)
Newport Beach, CA 92660
(City, State, Zip)
951-281-5337
(Telephone Number)

Liberty Mutual Fire Insurance Company
Insurance Company
175 Berkeley Street
Address

Boston, MA 02116
City, State, Zip

By 
(Authorized Representative)
(Attach Acknowledgment)

Liberty Mutual Insurance
(Company)
175 Berkeley Street
(Address)
Boston, MA 02116
(City, State, Zip)
857-224-5504
(Telephone Number)

NOTICE: No substitution or revision to this certificate and endorsement will be accepted. If the insurance called for is provided by more than one company, a separate certificate, using this format, shall be provided for each company.

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.

STATE OF ~~CALIFORNIA~~ Massachusetts

COUNTY OF Essex

On 11/15, 2021, before me, the undersigned notary public, personally appeared Kevin Coen, 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.

Arlyne L Campbell
Signature of Notary

ARLYNE L. CAMPBELL
Notary Public
Commonwealth of Massachusetts
My Commission Expires
November 13, 2026

Commission expires



(SEAL)

**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)

Liberty Mutual

OWNER: MISSION SPRINGS WATER DISTRICT

DESCRIPTION
OF CONTRACT: **Regional Water Reclamation Facility**

TYPE OF INSURANCE: **EMPLOYER'S LIABILITY INSURANCE**

This certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by policies listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate or verification of insurance 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.

<u>Policy Number</u>	<u>Effective Date</u>	<u>Expiration Date</u>	<u>Limits of Liability</u>
<u>WA266D066115031</u>	<u>8/1/2021</u>	<u>8/1/2022</u>	<u>\$1,000,000</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>

ENDORSEMENT:

The Owner, the Owner's Representative, and each of their officers, agents, and employees are included as additional named insureds under these policies but only while acting in their capacity as such and only as respects operations of the original named insured, his subcontractors, agents, and employees in the performance of the above-referenced contract.

This endorsement shall not operate to increase the Company's total limits of liability under the above-listed policies.

EFFECTIVE: 12/13/2021

J.F. Shea Co., Inc.

Named Insured
655 Brea Canyon Road

Address
Walnut, CA 91789

City, State, Zip

Insurance Company Agent for service
of process in California

Braden Cluck

(Name)
1800 Quail St., Suite 110

(Address)
Newport Beach, CA 92660

(City, State, Zip)
951-281-5337

(Telephone Number)

Liberty Mutual Fire Insurance Company

Insurance Company
175 Berkeley Street

Address
Boston, MA 02116

City, State, Zip

By

(Authorized Representative)
(Attach Acknowledgment)

Liberty Mutual Insurance

(Company)
175 Berkeley Street

(Address)
Boston, MA 02116

(City, State, Zip)
857-224-5504

(Telephone Number)

NOTICE: No substitution or revision to this certificate and endorsement will be accepted. If the insurance called for is provided by more than one company, a separate certificate, using this format, shall be provided for each company.

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.

STATE OF Massachusetts
~~CALIFORNIA~~ }
COUNTY OF Essex }

On 11/14, 2021, before me, the undersigned notary public, personally appeared Kevin Coen, 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.

Arlyne L. Campbell
Signature of Notary

ARLYNE L. CAMPBELL
Notary Public
Commonwealth of Massachusetts
My Commission Expires
November 13, 2026

Commission expires



(SEAL)

**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)
L. Brady Medical

UMBRELLA LIABILITY INSURANCE POLICY

Policy No: B0595XR682021

DECLARATIONS

- ITEM 1: A. NAMED INSURED: J.F. Shea Co., Inc.
 B ADDRESS: 655 Brea Canyon Road
 Walnut, CA 91789-3010
- ITEM 2. POLICY PERIOD: INCEPTION DATE*: August 1, 2021
 EXPIRATION DATE*: August 1, 2022
 *12:01 A.M. STANDARD TIME AT THE ADDRESS
 STATED IN ITEM 1. B. ABOVE
- ITEM 3. LIMITS OF INSURANCE:
 A. US\$10,000,000 EACH OCCURRENCE LIMIT
 B. US\$10,000,000 GENERAL AGGREGATE LIMIT
 C. US\$10,000,000 PRODUCTS-COMPLETED
 OPERATIONS AGGREGATE LIMIT
- ITEM 4. NOTICES TO THE COMPANY:

 A. ALL NOTICES – Besso Limited
- ITEM 5. A. ADVANCE PREMIUM
- ITEM 6. A. REPRESENTATIVE OF AmWINS Insurance
 INSURED:
 B. ADDRESS: 444 South Flower Street, 45th Floor
 Los Angeles, CA 90071

Endorsement No: 1

This Endorsement, effective: August 1, 2021
forms a part of Policy No.: B0595XR6862021
Issued to: J.F. Shea Co., Inc.

SCHEDULE OF UNDERLYING INSURANCE

SEE ATTACHED

2021-2022 SCHEDULE OF UNDERLYING INSURANCES – J.F. SHEA – B0595XR6862021

Type of Coverage	Insurer / Policy Number	Limits of Insurance
1. General Liability - J.F. Shea, Co. Inc.	Liberty Mutual Fire Insurance Co. TB2-661-066115-021	US\$3,000,000 Each Occurrence US\$6,000,000 Other Aggregate US\$6,000,000 Products-Completed Operations Aggregate
Limits are inclusive of Defense Expenses		
2. General Liability - Shea Homes Limited Partnership	Liberty Mutual Fire Insurance Co. TB2-661-066116-011	US\$3,000,000 Each Occurrence US\$6,000,000 Other Aggregate US\$6,000,000 Products-Completed Operations Aggregate
Limits are inclusive of Defense Expenses		
3. Automobile Liability - J.F. Shea, Co. Inc.	Liberty Mutual Fire Insurance Co. AS2-661-066115-011	US\$2,000,000 Combined Single Limit
Defense Expenses are in addition to the limit		
4. Employer Liability - J.F. Shea, Co. Inc.	Liberty Mutual Fire Insurance Company WA2-66D-066115-031	US\$1,000,000 Bodily Injury By Disease - Each Employee US\$1,000,000 Bodily Injury By Disease - Policy Aggregate US\$1,000,000 Bodily Injury Each Accident
Defense Expenses are in addition to the limit		
5. Foreign General Liability - Reed, LLC	Liberty Insurance Corporation KU7-F61-066115-061	US\$1,000,000 Each Occurrence US\$2,000,000 Other Aggregate US\$2,000,000 Products-Completed Operations Aggregate
Defense Expenses are in addition to the limit		
6. Foreign Automobile Liability - Reed, LLC	Liberty Insurance Corporation KU7-F61-066115-060	US\$1,000,000 Combined Single Limit
Defense Expenses are in addition to the limit		
7. Employer Liability - J.F. Shea, Co. Inc. (WI)	Liberty Mutual Fire Insurance Company WC2-66D-066115-071	US\$1,000,000 Bodily Injury By Disease - Each Employee US\$1,000,000 Bodily Injury By Disease - Policy Aggregate US\$1,000,000 Bodily Injury Each Accident
Defense Expenses are in addition to the limit		
8. Employer Liability – Shea Homes Limited Partnership	Liberty Mutual Fire Insurance Company WA2-66D-066116-021	US\$1,000,000 Bodily Injury By Disease - Each Employee US\$1,000,000 Bodily Injury By Disease - Policy Aggregate US\$1,000,000 Bodily Injury Each Accident
Defense Expenses are in addition to the limit		

2021-2022 SCHEDULE OF UNDERLYING INSURANCES – J.F. SHEA – B0595XR6862021

9.Foreign Employers Liability - Reed, LLC	Liberty Insurance Corporation KU7-F61-066115-061	US\$1,000,000 Each Occurrence US\$1,000,000 Other Aggregate
Defense Expenses are in addition to the limit		
10. Auto Liability – Executive - J.F. Shea Co. Inc.	Liberty Mutual Fire Insurance Co. AS2-661-066115-021	US\$2,000,000 Combined Single Limit
Defense Expenses are in addition to the limit		

SECURITY DETAILS

REFERENCES

UMR (Unique Market Reference): B0595XR6862021

Date contract printed to PDF: 10:24 04 August 2021

SIGNED UNDERWRITERS

Hiscox Syndicates



30.000000%
Written

1	7	1	G	X	2	1	0	A	N	C	A			
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UA

30.000000%
Signed

17:03 02 August 2021

Lloyd's Underwriter Syndicate No. 0033 HIS, London, England

Neil Smith

Bound as Slip Leader, Lloyd's Leader

Convex Insurance UK Limited (& affiliate Convex Re Ltd)



LIRMA

XIS
C9800

50.000000%
Written

A	D	7	0	3	L	2	1	A	0	0	0			
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50.000000%
Signed

17:36 02 August 2021

Convex Insurance UK Limited, LIRMA C9800

Nick Waddell

Bound

Inigo



20.000000%
Written

B	A	1	6	7	5	A	2	1	C	Z	A			
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20.000000%
Signed

16:50 03 August 2021
Lloyd's Underwriter Syndicate No 1301 IGO London England
Ed Wallis
Bound