

AGREEMENT

THIS AGREEMENT, made this 20th day of October 2023, by and between the MISSION SPRINGS WATER DISTRICT hereinafter called "Owner", and Legend Pump & Well Service Inc. doing business as Legend Pump + Well Service, hereinafter called "Contractor".

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

1. The Contractor will commence and complete the **"Construction of the Well 34 Rehabilitation Project"**.
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 **ninety (90) consecutive calendar days** unless the period for completion is extended otherwise by the Contract Documents.
4. Owner and Contractor have discussed the provisions of Civil Code 1671 and the damages that may be incurred by Owner if the Work is not completed within the time specified in this Agreement. Owner and Contractor hereby represent that at the time of signing this Agreement, it is impracticable and extremely difficult to fix the actual damage that will be incurred by Owner if the Work is not completed within the number of calendar days allowed. Accordingly, Owner and Contractor agree that the sum of \$500 per day is a reasonable sum to assess as damages to Owner by reason of the failure of Contractor to complete the Work within the time specified.
5. The Contractor agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the sum of \$ 565,662.00 or as shown in the Bid Schedule; subject to additions and deductions, if any, in accordance with said documents.

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

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

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

No. 1, dated September 5, 2023

No. _____, dated _____, 2023

No. _____, dated _____, 2023

7. The Owner will pay to the Contractor in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.
8. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

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

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

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

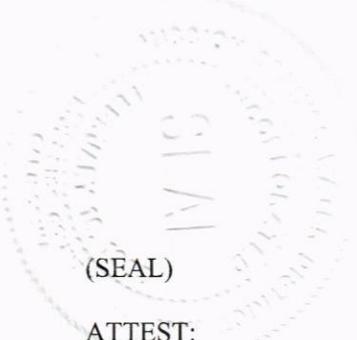
10. Pursuant to Section 1770, and following, of the California Labor Code, the successful bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file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

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

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

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

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



(SEAL)

ATTEST:

Dori Petee

Name Dori Petee
(Please Type)

Title Executive Assistant

OWNER:

MISSION SPRINGS WATER DISTRICT

By *Brian Macy*

Name Brian Macy
(Please Type)

Title Interim General Manager

CONTRACTOR:

LEGEND Pump & Well Service Inc.

By *Keith Collier*

Name Keith Collier
(Please Type)

Address 1324 W. RIALTO AVE

SAN BERNARDINO, CA 92410

Contractor's License No. 9164537

CORPORATE CERTIFICATE

I, KEITH COLLIER, certify that I am the CORPORATE

Secretary of the Corporation named as CONTRACTOR in the foregoing contract; that

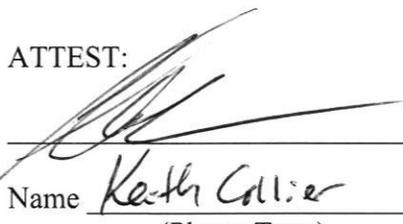
Keith Collier, who signed said contract

on behalf of the CONTRACTOR was then Current Secretary 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.



ATTEST:


Name Keith Collier
(Please Type)

Title President

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 _____ Legend Pump & Well Service, Inc., (hereinafter designated as the "Contractor"), a contract dated _____, for work described as follows: **"Construction of the Well 34 Rehabilitation Project"** (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, Legend Pump & Well Service, Inc., the undersigned Contractor, as Principal, and Granite Re, Inc. dba Granite Surety Insurance Company, a corporation organized and existing under the laws of the State of Minnesota, 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 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 Five Hundred Sixty Five Thousand Six Hundred Sixty Two & 00/100 _____ Dollars (\$ 565,662.00), said sum being not less than 100 percent of the total amount payable by the said Obligee under the terms of the said Public Work Contract, for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if said Contractor, his or its heirs, executors, administrators, successors or assigns, or Subcontractors, shall fail to pay for any materials, provisions, provender or other supplies or teams, implements or machinery used in, upon, for or about the performance of the Public Work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of said Contractor and his Subcontractors pursuant to Section 18806 of the Revenue and Taxation Code with respect to such work and labor as required by the provisions of Section 3247 through 3252 of the Civil Code, the Surety or Sureties hereon will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. As part of the obligation secured hereby and in addition to the face amount specified thereof, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees incurred by the District in

successfully enforcing such obligation, all to be taxed as cash and included in any judgment rendered. In addition to the provisions hereinabove, it is agreed that this bond will insure to the benefit of any and all persons, companies and corporations entitled to serve stop notices under Section 3181 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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

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

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

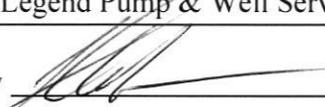
Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named on OCTOBER 23, 2023.

PRINCIPAL:

Legend Pump & Well Service, Inc.

By 

SURETY:

Granite Re, Inc. dba Granite Surety Insurance Company

By 

Attorney-in-Fact, Kenneth D. Whittington

(Seal)



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 SAN BERNARDINO

On OCTOBER 23, 2023 before me, the undersigned notary public, personally appeared Keith Collier, 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

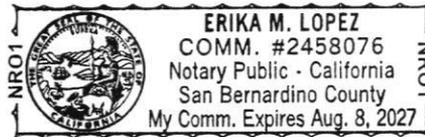
CAPACITY CLAIMED BY SIGNER:

- 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)

Commission expires AUGUST 8, 2027

(SEAL)

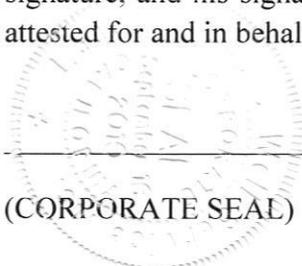


NOTE: A copy of the power of attorney to local representatives of the bonding company must be attached hereto.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, KEITH COLLIER, certify that I am the CORPORATE Secretary of the corporation named as Principal to the within bond; that KEITH COLLIER who signed the said bond on behalf of the principal was then CORPORATE SECRETARY 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.

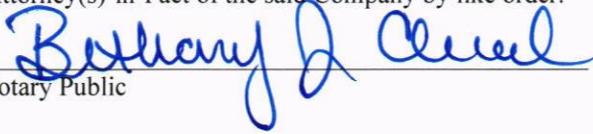
(CORPORATE SEAL)



ACKNOWLEDGMENT OF SURETY

State of Oklahoma
County of Oklahoma

On this 20 day of October, 2023 before me personally come(s) Kenneth D. Whittington, Attorney in-Fact of Granite Re, Inc. dba Granite Surety Insurance Company with whom I am personally acquainted, and who, being by me duly sworn, says that he reside(s) in Oklahoma City, Oklahoma that he is the Attorney in Fact of Granite Re, Inc. dba Granite Surety Insurance Company, the company described in and which executed the within instrument; that he know(s) the corporate seal of such Company; and that the seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and he signed said instrument as Attorney(s)-in-Fact of the said Company by like order.


Notary Public



**GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY
GENERAL POWER OF ATTORNEY**

Know all Men by these Presents:

That GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

KENNETH D. WHITTINGTON; KYLE MCDONALD its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

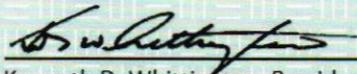
To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

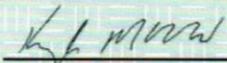
KENNETH D. WHITTINGTON; KYLE MCDONALD may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)





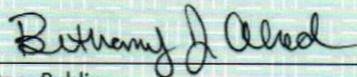
Kenneth D. Whittington, President


Kyle P. McDonald, Assistant Secretary

On this 3rd day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620





Notary Public

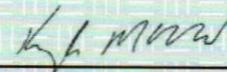
**GRANITE RE, INC.
Certificate**

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY, a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY and that said Power of Attorney has not been revoked and is now in full force and effect.

“RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking.”

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this _____, 2023.





Kyle P. McDonald, Assistant Secretary

CONTRACT PERFORMANCE BOND
(CALIFORNIA PUBLIC WORK)

KNOWN ALL MEN BY THESE PRESENTS:

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

"Construction of the Well 34 Rehabilitation Project " (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 _____, (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, Legend Pump & Well Service, Inc., the undersigned Contractor, as Principal, and Granite Re, Inc. dba Granite Surety Insurance Company, a corporation organized and existing under the laws of the State of Minnesota, 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 in the sum of

Five Hundred Sixty Five Thousand Six Hundred Sixty Two & 00/100 Dollars (\$ 565,662.00), said sum being not less than 100 percent of the total amount payable by the said Obligee under the terms of the said Public Works Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

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

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

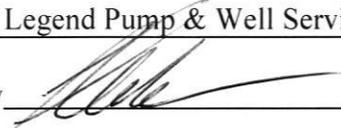
Bond to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

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 23, 2023.

PRINCIPAL:

Legend Pump & Well Service, Inc.

By 

SURETY: Granite Re, Inc. dba Granite Surety Insurance Company

By 

Kenneth D. Whittington, Attorney-in-Fact

(Seal)

The rate of premium on this bond is \$15 per thousand.

The total amount of premium charged, \$ 8,485.00. (The above must be filled in by corporate surety.)

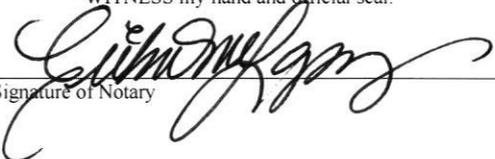
IMPORTANT: Surety companies executing Bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in Section 105 of the California Insurance Code, and if the work or project is financed, in whole or in part, with federal 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 SAN BERNARDINO)

On OCTOBER 23, 2023 before me, the undersigned notary public, personally appeared Keith Collier, 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

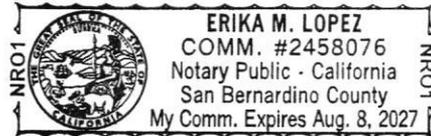
CAPACITY CLAIMED BY SIGNER:

- 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)

Commission expires AUGUST 8 2027

(SEAL)

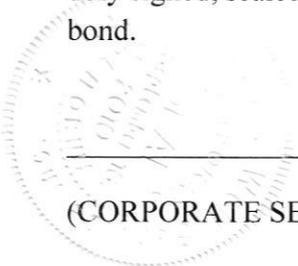


NOTE: A copy of the power of attorney to local representatives of the bonding company must be attached hereto.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, KEITH COLLIER, certify that I am the CORPORATE Secretary of the corporation named as Principal to the within bond; that KEITH COLLIER who signed the said bond on behalf of the principal was then CORPORATE SECRETARY 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)



ACKNOWLEDGMENT OF SURETY

State of Oklahoma
County of Oklahoma

On this 20 day of October, 2023 before me personally come(s) Kenneth D. Whittington, Attorney in-Fact of Granite Re, Inc. dba Granite Surety Insurance Company with whom I am personally acquainted, and who, being by me duly sworn, says that he reside(s) in Oklahoma City, Oklahoma that he is the Attorney in Fact of Granite Re, Inc. dba Granite Surety Insurance Company, the company described in and which executed the within instrument; that he know(s) the corporate seal of such Company; and that the seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and he signed said instrument as Attorney(s)-in-Fact of the said Company by like order.

Bethany J. Alred
Notary Public



**GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY
GENERAL POWER OF ATTORNEY**

Know all Men by these Presents:

That GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

KENNETH D. WHITTINGTON; KYLE MCDONALD its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

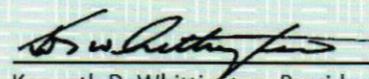
To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

KENNETH D. WHITTINGTON; KYLE MCDONALD may lawfully do in the premises by virtue of these presents.

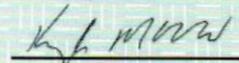
In Witness Whereof, the said GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)





Kenneth D. Whittington, President

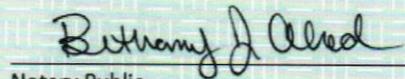


Kyle P. McDonald, Assistant Secretary

On this 3rd day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620





Bethany J. Alred
Notary Public

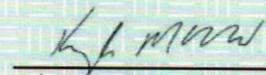
**GRANITE RE, INC.
Certificate**

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY, a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY and that said Power of Attorney has not been revoked and is now in full force and effect.

“RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking.”

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this _____, 2023.





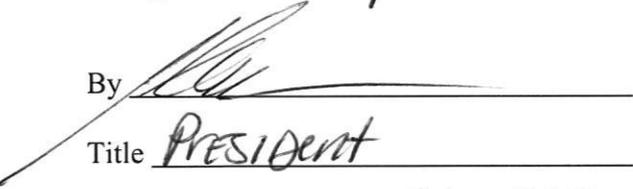
Kyle P. McDonald, Assistant Secretary

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 LEGEND Pump + Well Service Inc.

By 

Title PRESIDENT

Contractor License No. 964537

Date 10/20/23



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/15/2023

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

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

PRODUCER FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060	CONTACT NAME: CLIENT CONTACT CENTER
	PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664 E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM
INSURED 416-089-1 LEGEND PUMP & WELL SERVICE, INC. 1324 W RIALTO AVE SAN BERNARDINO, CA 92410-1611	INSURERS AFFORDING COVERAGE
	INSURER A: FEDERATED MUTUAL INSURANCE COMPANY NAIC # 13935
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: 36 REVISION NUMBER: 5

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 INSR	SUBR WVR	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"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	1872355	09/20/2023	09/20/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) EXCLUDED PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS & COM/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	1872355	09/20/2023	09/20/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per Person) BODILY INJURY (Per Accident) PROPERTY DAMAGE (Per Accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> C-AIMS-MADE DED RETENTION	Y	Y	1872356	09/20/2023	09/20/2024	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTHER E.L. EACH ACCIDENT E.L. DISEASE EA EMPLOYEE E.L. DISEASE POLICY LIMIT

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

CERTIFICATE HOLDER 416-089-1 MISSION SPRINGS WATER DISTRICT 66575 2ND ST DESERT HOT SPRINGS, CA 92240-3711	CANCELLATION 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

AGENCY FEDERATED MUTUAL INSURANCE COMPANY		NAMED INSURED LEGEND PUMP & WELL SERVICE, INC. 1324 W RIALTO AVE SAN BERNARDINO, CA 92410-1611
POLICY NUMBER SEE CERTIFICATE # 36.5		
CARRIER SEE CERTIFICATE # 36.5	NAIC CODE	EFFECTIVE DATE: SEE CERTIFICATE # 36.5

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

PROJECT: CONSTRUCTION OF THE WELL 34 REHABILITATION PROJECT, 62998 MISSION LAKES BLVD, DESERT HOT SPRINGS, CA
ADDITIONAL INSURED INCLUDES: MISSION SPRINGS WATER DISTRICT, ITS DIRECTORS, OFFICERS, EMPLOYEES, OR AUTHORIZED VOLUNTEERS

THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ON GENERAL LIABILITY SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED - OWNERS, LESSEES, OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION ENDORSEMENT.
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ON GENERAL LIABILITY SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED - OWNERS, LESSEES, OR CONTRACTORS - COMPLETED OPERATIONS ENDORSEMENT.
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED BY CONTRACT ENDORSEMENT FOR BUSINESS AUTO LIABILITY.
INSURANCE PROVIDED BY THE GENERAL LIABILITY COVERAGE IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE.
INSURANCE PROVIDED BY THE BUSINESS AUTO LIABILITY IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE.
GENERAL LIABILITY CONTAINS A WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) - AUTOMATIC ENDORSEMENT
BUSINESS AUTO LIABILITY CONTAINS A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER SUBJECT TO THE CONDITIONS OF THE BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY ENDORSEMENT.
GENERAL LIABILITY COVERAGE CONTAINS CG 25 03 DESIGNATED CONSTRUCTION GENERAL AGGREGATE LIMIT ENDORSEMENT APPLICABLE TO EACH CONSTRUCTION PROJECT AS REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT.
COMMERCIAL UMBRELLA FOLLOWS FORM ACCORDING TO THE TERMS, CONDITIONS, AND ENDORSEMENTS FOUND IN THE COMMERCIAL UMBRELLA POLICY.
FOR REASONS OTHER THAN NON-PAYMENT OF PREMIUM, 30 DAYS NOTICE WILL BE PROVIDED TO THE CERTIFICATE HOLDER IN THE EVENT THAT THE ISSUING COMPANY CANCELS THE POLICY BEFORE THE EXPIRATION DATE OF THE POLICY.

INSURANCE POLICY INFORMATION

PROJECT: CONSTRUCTION OF THE WELL 34 REHABILITATION PROJECT

TYPE OF INSURANCE: COMMERCIAL GENERAL LIABILITY INSURANCE

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

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

Insurance issuance company:

Federated Mutual Insurance Company
Home office: P.O. Box 328
Owatonna, Mn 55060

<u>Policy Number</u>	<u>Effective Date</u>	<u>Expiration Date</u>	<u>Limits of Liability Bodily Injury</u>	<u>Property Damage</u>
<u>1872355</u>	<u>9/20/23</u>	<u>9/20/24</u>	<u>\$1,000,000</u>	<u>\$1,000,000</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

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

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

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
Mission Springs Water District 66575 2nd St Desert Hot Springs, CA 92240-3711	Any coverage provided by this endorsement applies only to commercial well work for Construction of the Well 34 Rehabilitation Project, 62998 Mission Lakes Blvd, Desert Hot Springs, CA. Additional Insureds also includes: Mission Springs Water District, its directors, officers, employees, or authorized volunteers
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

However:

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

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

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

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

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

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

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;
whichever is less.

This endorsement shall not increase the applicable limits of insurance.

Insured:

Legend Pump & Well Service, Inc.
1324 W Rialto Ave
San Bernardino, CA 92410-1611

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
Mission Springs Water District 66575 2nd St Desert Hot Springs, CA 92240-3711	See IL-F-40-00003

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

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

However:

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

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

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

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

This endorsement shall not increase the applicable limits of insurance.

Insured:

Legend Pump & Well Service, Inc.
1324 W Rialto Ave
San Bernardino, CA 92410-1611

IL-F-40-00003 Extension Endorsement

Any coverage provided by this endorsement applies only to commercial well work for Construction of the Well 34 Rehabilitation Project, 62998 Mission Lakes Blvd, Desert Hot Springs, CA. Additional Insureds also includes: Mission Springs Water District, its directors, officers, employees, or authorized volunteers

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY -
OTHER INSURANCE CONDITION**

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 the endorsement.

- A.** The following is added to the **Other Insurance Condition** in the Business Auto Coverage Form and the **Other Insurance - Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "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 such "insured".

- B.** The following is added to the **Other Insurance Condition** in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "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 such "insured".

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
LIQUOR 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.

**PRIMARY AND NONCONTRIBUTORY -
OTHER INSURANCE CONDITION**

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 the endorsement.

- A.** The following is added to the **Other Insurance Condition** in the Business Auto Coverage Form and the **Other Insurance - Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "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 such "insured".

- B.** The following is added to the **Other Insurance Condition** in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "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 such "insured".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION) -
AUTOMATIC**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

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 against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

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
LIQUOR 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 CONSTRUCTION PROJECT(S)
GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):

Each construction project as required by written contract or written agreement.

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

- 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 shown in the Schedule above:
 - 1.** A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 - 2.** The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under 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 Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 - 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 Construction Project General Aggregate Limit.

- 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 shown in the Schedule above:
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 Construction Project 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 Construction Project General Aggregate Limit.
- D.** If the applicable designated 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.** The provisions of Section III - Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

GL



Federated Mutual Insurance Company
121 East Park Square, Owatonna, MN 55060
(507) 455-5200

**DECLARATIONS
COMMERCIAL GENERAL LIABILITY COVERAGE PART**

LIMITS OF INSURANCE		Limit
GENERAL AGGREGATE LIMIT (Other than Products-Completed Operations)		\$2,000,000
PRODUCTS - COMPLETED OPERATIONS AGGREGATE LIMIT		\$2,000,000
PERSONAL & ADVERTISING INJURY LIMIT		\$1,000,000
EACH OCCURRENCE LIMIT		\$1,000,000
DAMAGE TO PREMISES RENTED TO YOU LIMIT	Any one premises	\$100,000
MEDICAL EXPENSE LIMIT	Any one person	Excluded

Refer to General Liability Schedule CG-F-8 for Locations and Classifications.

ENDORSEMENTS APPLICABLE:

See Attached Schedule Of Forms And Endorsements.

This Coverage Part consists of: (1) this Coverage Part Declarations Page; (2) the Schedule of Forms and Endorsements if attached hereto; (3) all forms and endorsements listed on this Coverage Part Declarations Page or, if attached here, the Schedule of Forms and Endorsements; and (4) any other schedules attached hereto.

Includes copyrighted material of Insurance Services office, Inc., with its permission.

INSURANCE POLICY INFORMATION

PROJECT: CONSTRUCTION OF THE WELL 34 REHABILITATION PROJECT

TYPE OF INSURANCE: WORKER'S COMPENSATION INSURANCE

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

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

Insurance issuance company: Primary Source Insurance Agency Inc
121 E Park Square
Watsonna, MN 55060

<u>Policy Number</u>	<u>Effective Date</u>	<u>Expiration Date</u>
<u>7600024799231</u>	<u>9/24/23</u>	<u>9/24/24</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/15/2023

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

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

PRODUCER Primary Source Insurance Agency Inc 121 E Park Square Cwatonna MN 55080	CONTACT NAME: Christa Telljohn PHONE (A/C, No, Ext): (800) 760-2809 FAX (A/C, No): (877) 446-4631 E-MAIL ADDRESS: catelljohn@fedins.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Everest Premier Insurance Company NAIC # 16145 INSURER B: Westchester Specialty Insurance Services Inc 10172 INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Legend Pump & Well Service Inc 1324 W Riato Ave San Bernardino CA 92410-1811	

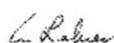
COVERAGES **CERTIFICATE NUMBER:** 23-24 WC/Enviro-CPL **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/PROP AGG \$ \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	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/A	Y	7600024739231	09/24/2023	09/24/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 Aggregate Limit \$2,000,000 Each Condition \$1,000,000
B	Environmental Contractors Pollution Liability				G71668423-001	11/02/2023	11/02/2024	Aggregate Limit \$2,000,000 Each Condition \$1,000,000

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

Project: Construction of the Well 34 Rehabilitation Project, 62998 Mission Lakes Blvd, Desert Hot Springs, CA.
 BLANKET WAIVER OF SUBROGATION APPLIES TO THE WORK COMP POLICY

CERTIFICATE HOLDER MISSION SPRINGS WATER DISTRICT 68575 2ND ST DESERT HOT SPRINGS CA 92240	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 04 03 06

**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 2% of the California workers' compensation premium otherwise due on such remuneration.

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

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 09/24/2023

Policy No. 7600024799231

Endorsement No. 001

Insured: Legend Pump & Well Service, Inc.

Premium \$ INCL.

Insurance Company: Everest Premier Insurance Comp:

Countersigned By: _____



- 1998 by the Workers' Compensation Insurance Rating Bureau of California. All rights reserved.
From the WCIRB's California Workers' Compensation Insurance Forms Manual - 1999.

INSURANCE POLICY INFORMATION

PROJECT: CONSTRUCTION OF THE WELL 34 REHABILITATION PROJECT

TYPE OF INSURANCE: AUTOMOBILE LIABILITY INSURANCE

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

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

Insurance issuance company:

Federated Mutual Insurance Company

Home office : P.O. Box 328

Owattonna, MN 55060

<u>Policy Number</u>	<u>Effective Date</u>	<u>Expiration Date</u>	<u>Limits of Liability</u>
<u>1872355</u>	<u>9/20/23</u>	<u>9/20/24</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>

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED BY CONTRACT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

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

- A. WHO IS AN INSURED for "bodily injury" and "property damage" liability is amended to include:
Any person or organization other than a joint venture, for which you have agreed by written contract to procure bodily injury or property damage "auto" liability insurance arising out of operation of a covered "auto" with your permission. However, this additional insurance does not apply to:
- (1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
 - (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
 - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
 - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
 - (5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.
- B. The coverage extended to any additional insured by this endorsement is limited to, and subject to all terms, conditions, and exclusions of the Coverage Part to which this endorsement is attached.
- In addition, coverage shall not exceed the terms and conditions that are required by the terms of the written agreement to add any insured, or to procure insurance.
- C. The limits of insurance applicable to such insurance shall be the lesser of the limits required by the agreement between the parties, or the limits provided by this policy.
- D. Additional exclusions. The insurance afforded to any person or organization as an insured under this endorsement does not apply:
1. To "loss" which occurs prior to the date of your contract with such person or organization;
 2. To "loss" arising out of the sole negligence of any person or organization that would not be an insured except for this endorsement.
 3. To "loss" for any leased or rented "auto" when the lessor or his or her agent takes possession of the leased or rented "auto" or the policy period ends, whichever occurs first.

Includes copyrighted material of Insurance Services Office, Inc. with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

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

In the event of any payment for a loss under this Business Auto Coverage Part arising out of your ongoing operations, we agree to waive our rights under the TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US condition against any person or organization, its subsidiaries, directors, agents or employees, for which you have agreed by written contract, prior to the occurrence of any loss, to waive such rights, except when the payment results from the sole negligence of that person or organization, its subsidiaries, directors, agents or employees.

Includes copyrighted material of Insurance Services Office, Inc. with its permission.

INSURANCE POLICY INFORMATION

PROJECT: CONSTRUCTION OF THE WELL 34 REHABILITATION PROJECT

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

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

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

Insurance issuance company:

Federated Mutual Insurance Company

Home Office: P.O. Box 328

Watonna, MN 55060

<u>Policy Number</u>	<u>Effective Date</u>	<u>Expiration Date</u>	<u>Limits of Liability</u>
<u>1872356</u>	<u>9/20/23</u>	<u>9/20/24</u>	<u>\$500,000 (Installation Floater)</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>



Federated Mutual Insurance Company
 121 East Park Square, Owatonna, MN 55060
 (507) 455-5200

DECLARATIONS
COMMERCIAL UMBRELLA LIABILITY POLICY

Mutual Company Participating Nonassessable Policy

Policy No. 1872356
 Account No. 416-089-1

Item 1. Named Insured and Address:
 Legend Pump & Well Service, Inc.
 1324 W Rialto Ave
 San Bernardino, CA 92410-1611

Item 2. Policy Period: (Mo. Day Yr.)
 From 09/20/2023 to 09/20/2024
 12:01 A.M., standard time at the address of the named insured as stated herein.

The named insured is:
 S Corporation
 Business of named insured is:

Item 3. \$3,000,000 Occurrence Limit
 Item 4. \$3,000,000 Aggregate Limit
 Item 5. [REDACTED] Annual Premium

**CERTIFIED ACTS OF
 TERRORISM PREMIUM:**

Item 6. Schedule of Underlying Insurance Policies.

Type of Insurance	Limits of Liability		Insurer - Federated unless otherwise indicated.
	Per Occurrence	Aggregate	
GENERAL LIABILITY			
<input checked="" type="checkbox"/> Commercial General Liability	\$1,000,000	\$2,000,000	
<input type="checkbox"/> Businessowners			
<input type="checkbox"/> Dwelling			
<input type="checkbox"/> Dwelling			
<input type="checkbox"/> Dwelling			
AUTO LIABILITY			
<input checked="" type="checkbox"/> Business Auto	\$1,000,000		
<input type="checkbox"/> Auto Dealers Coverage Form			
<input type="checkbox"/> Businessowners			
<input type="checkbox"/> Personal Auto			
OTHER UNDERLYING INSURANCE			
<input type="checkbox"/> Equipment Dealers Stock Floater, Coverage B - Property of Others			
<input type="checkbox"/> Garagekeepers			
<input type="checkbox"/> Legal Liability - Building			

UMB

EMPLOYERS LIABILITY	Limits of Liability	
<input type="checkbox"/> Employers Liability		
<input type="checkbox"/> State Fund		
<input type="checkbox"/> Self-insured Work Comp		

Endorsement(s) attached hereto: See Schedule of Forms and Endorsements Attached

MUTUALS - PARTICIPATION CLAUSE WITHOUT CONTINGENT LIABILITY: No Contingent Liability:

This policy is nonassessable. The policyholder is a member of the Company and shall participate, to the extent and upon the conditions fixed and determined by the Board of Directors in accordance with the provisions of law, in the distribution of dividends so fixed and determined.

MUTUAL - MEMBERSHIP AND VOTING NOTICE:

The insured is notified that by virtue of this policy, he or she is a member of the Federated Mutual Insurance Company of Owatonna, Minnesota, and is entitled to vote either in person or by proxy at any and all meetings of said Company. The Annual Meetings are held in its Home Office in Owatonna, Minnesota, on the third Tuesday of April in each year at ten o'clock A.M.

In Witness Whereof, the Company has caused this policy to be executed and attested.


SECRETARY


PRESIDENT

This policy consists of: (1) this Declarations; (2) the Schedule of Forms and Endorsements, if attached; and (3) all forms and endorsements listed on this Declarations or, if attached, the Schedule of Forms and Endorsements.



CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
11/15/2023

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

PRODUCER FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060	CONTACT NAME: CLIENT CONTACT CENTER PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664 E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM	
	PRODUCER CUSTOMER ID:	
INSURED 416-089-1 LEGEND PUMP & WELL SERVICE, INC. 1324 W RIALTO AVE SAN BERNARDINO, CA 92410-1611	INSURERS AFFORDING COVERAGE NAIC #	
	INSURER A: FEDERATED MUTUAL INSURANCE COMPANY 13935	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

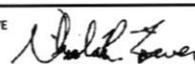
COVERAGES CERTIFICATE NUMBER: 131 REVISION NUMBER: 1

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

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	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
	<input type="checkbox"/> PROPERTY <input type="checkbox"/> CAUSES OF LOSS <input type="checkbox"/> DEDUCTIBLES <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPECIAL <input type="checkbox"/> EARTHQUAKE <input type="checkbox"/> WIND <input type="checkbox"/> FLOOD <input type="checkbox"/> BUILDING <input type="checkbox"/> CONTENTS				<input type="checkbox"/> BUILDING <input type="checkbox"/> PERSONAL PROPERTY <input type="checkbox"/> BUSINESS INCOME <input type="checkbox"/> EXTRA EXPENSE <input type="checkbox"/> RENTAL VALUE <input type="checkbox"/> BLANKET BUILDING <input type="checkbox"/> BLANKET PERS PROP <input type="checkbox"/> BLANK BLDG & PP	
A	<input checked="" type="checkbox"/> INLAND MARINE <input type="checkbox"/> CAUSES OF LOSS <input type="checkbox"/> NAMED PERILS <input checked="" type="checkbox"/> OTHER	TYPE OF POLICY POLICY NUMBER 1872355	09/20/2023	09/20/2024	<input checked="" type="checkbox"/> INSTALLATION <input checked="" type="checkbox"/> FLOATER	\$500,000
	<input type="checkbox"/> CRIME <input type="checkbox"/> TYPE OF POLICY					
	<input type="checkbox"/> BOILER & MACHINERY / EQUIPMENT BREAKDOWN					

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
SEE ATTACHED PAGE

CERTIFICATE HOLDER 416-089-1 131 1 MISSION SPRINGS WATER DISTRICT 66575 2ND ST DESERT HOT SPRINGS, CA 92240-3711	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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AGENCY CUSTOMER ID: 416-089-1

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY FEDERATED MUTUAL INSURANCE COMPANY		NAMED INSURED LEGEND PUMP & WELL SERVICE, INC. 1324 W RIALTO AVE SAN BERNARDINO, CA 92410-1611	
POLICY NUMBER SEE CERTIFICATE # 131.1			
CARRIER SEE CERTIFICATE # 131.1	NAIC CODE	EFFECTIVE DATE: SEE CERTIFICATE # 131.1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 24 FORM TITLE: CERTIFICATE OF PROPERTY INSURANCE

PROJECT: CONSTRUCTION OF THE WELL 34 REHABILITATION PROJECT, 62998 MISSION LAKES BLVD, DESERT HOT SPRINGS, CA
INSTALLATION FLOATER COVERAGE IS PROVIDED FOR PROPERTY THE NAMED INSURED IS CONTRACTED TO INSTALL THAT THEY OWN OR
ARE LEGALLY LIABLE FOR. COVERAGE APPLIES WHILE IN TRANSIT, WHILE AT THE PREMISES OF INSTALLATION, OR ELSEWHERE
AWAITING AND DURING INSTALLATION.

LOSS PAYABLE CERTIFICATE

Place of Issue -
Federated Mutual Insurance Company
Home Office
121 East Park Square
Owatonna, MN 55060
(507) 455-5200

TO:
Mission Springs Water District
66575 2nd St
Desert Hot Springs, CA, 92240-3711

We certify that you are named as Loss Payee in the below numbered policy which has been issued to:

Legend Pump & Well Service, Inc.
1324 W Rialto Ave
San Bernardino, CA 92410-1611

to cover the personal property as designated below:

<u>Coverage</u>	<u>Deductible</u>	<u>Limit</u>
Special Contractors Floater - Installation Floater	\$2,500	\$500,000

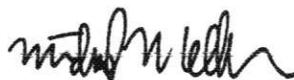
The policy contains the provisions that loss, if any, will be adjusted only with the Named Insured and payable to the Named Insured and the Loss Payee listed above as their respective interests may appear, subject to all the terms and conditions of the policy.

We certify that the policy is effective from 09/20/2023 to 09/20/2024 12:01 A.M., (or 12 Noon) Standard Time, as stated in the policy, at the address of the Named Insured as stated in the policy.

If we cancel the policy we will provide at least ten days advance written notice or more as may be allowed by the Cancellation Provision of the Common Policy Conditions.

Special provisions, if any:

This Certificate is furnished as evidence of a policy as it stands at the date of issue, and is given as a matter of information only. **Except as specified herein**, this Certificate confers no rights on the holder and imposes no liability on us.



SECRETARY



PRESIDENT

AM Best Rating Services

Federated Mutual Insurance Company

BestLink  AMB #: 000384 NAIC #: 13935 FEIN #: 410417460

Domiciliary Address
121 East Park Square
Owatonna, Minnesota 55060
[United States](#)

Web: www.federatedinsurance.com
Phone: 507-455-5200
Fax: 507-446-4664

AM Best Rating Unit: [AMB #: 004284 - Federated Mutual Group](#)

Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.



View additional [news, reports and products](#) for this company.

Based on AM Best's analysis, [000384 - Federated Mutual Insurance Company](#) is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A+ (Superior)
Affiliation Code:	p (Pooled)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	April 05, 2023
Initial Rating Date:	June 30, 1920

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.
Senior Financial Analyst: Michael T. Venezia
Director: Doniella Pliss
Note: See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.

Long-Term Issuer Credit View Definition

Rating (Rating Category):	aa- (Superior)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	April 05, 2023
Initial Rating Date:	January 10, 2008

Disclosure Information

Disclosure Information Form
View AM Best's [Rating Disclosure Form](#)
View AM Best's [Rating Review Form](#)

Financial Size Category View Definition

Financial Size Category: XV (Greater than or Equal to USD 2.00 Billion)

u Denotes [Under Review Best's Rating](#)

Rating History

AM Best has provided ratings & analysis on this company since 1920.

Financial Strength Rating		Long-Term Issuer Credit Rating	
Effective Date	Rating	Effective Date	Rating
April 05, 2023	A+	April 05, 2023	aa-
April 06, 2022	A+	April 06, 2022	aa-
March 10, 2021	A+	March 10, 2021	aa-
February 21, 2020	A+	February 21, 2020	aa-
February 22, 2019	A+	February 22, 2019	aa-

Related Financial and Analytical Data

The following links provide access to related data records that AM Best utilizes to provide financial and analytical data on a consolidated or branch basis.

AMB #	Company Name	Company Description
004284	Federated Mutual Group (G) Rating Unit	Represents the AM Best Consolidated financials for the Property/Casualty business of this legal entity.

Best's Credit & Financial Reports



[Best's Credit Report](#) - financial data included in Best's Credit Report reflects the data used in determining the current credit rating(s) for AM Best Rating Unit: AMB #: [004284 - Federated Mutual Group](#).



[Best's Credit Report - Archive](#) - reports which were released prior to the current Best's Credit Report.



[Best's Financial Report](#) - financial data included in Best's Financial Report reflects the most current data available to AM Best, including updated financial exhibits and additional company information, and is available to subscribers of Best's Insurance Reports.



[Best's Financial Report - Archive](#) - reports which were released prior to the current Best's Financial Report.

View additional [news, reports and products](#) for this company.

AM Best Rating Services

Everest Premier Insurance Company

BestLink  AMB #: 023090 NAIC #: 16045 FEIN #: 812926232

Administrative Office

Warren Corporate Center 100 Everest
Way

Warren, New Jersey 07059

[United States](#)

Web: www.everestglobal.com

Phone: 908-604-3000

[View Additional Address Information](#)

Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.



AM Best Rating Unit: [AMB #: 058455 - Everest Group, Ltd.](#)

View additional [news, reports and products](#) for this company.

Based on AM Best's analysis, [058455 - Everest Group, Ltd.](#) is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A+ (Superior)
Affiliation Code:	g (Group)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	June 29, 2023
Initial Rating Date:	May 03, 2017

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.

Senior Financial Analyst: Dan Hofmeister, CFA, FRM, CAIA, CPCU, ARe, AIS, AIAF

Senior Director: Carlos Wong-Fupuy

Note: See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.

Long-Term Issuer Credit View Definition

Rating (Rating Category):	aa- (Superior)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	June 29, 2023
Initial Rating Date:	May 03, 2017

Disclosure Information

Disclosure Information Form

View AM Best's [Rating Disclosure Form](#)

Press Release

[AM Best Affirms Credit Ratings of Everest Re Group, Ltd. and Its Subsidiaries](#)

June 29, 2023

Financial Size Category View Definition

Financial Size Category: XV (Greater than or Equal to USD 2.00 Billion)

u Denotes [Under Review Best's Rating](#)

Rating History

AM Best has provided ratings & analysis on this company since 2017.

Financial Strength Rating

Effective Date	Rating
June 29, 2023	A+
June 15, 2022	A+
May 07, 2021	A+
May 29, 2020	A+
May 02, 2019	A+

Long-Term Issuer Credit Rating

Effective Date	Rating
June 29, 2023	aa-
June 15, 2022	aa-
May 07, 2021	aa-
May 29, 2020	aa-
May 02, 2019	aa-

Best's Credit & Financial Reports



[Best's Credit Report](#) - financial data included in Best's Credit Report reflects the data used in determining the current credit rating(s) for AM Best Rating Unit: AMB #: [058455 - Everest Group, Ltd.](#)



[Best's Credit Report - Archive](#) - reports which were released prior to the current Best's Credit Report.



[Best's Financial Report](#) - financial data included in Best's Financial Report reflects the most current data available to AM Best, including updated financial exhibits and additional company information, and is available to subscribers of Best's Insurance Reports.



[Best's Financial Report - Archive](#) - reports which were released prior to the current Best's Financial Report.

View additional [news, reports and products](#) for this company.

Press Releases

Date ▾	Title
Jun 29, 2023	AM Best Affirms Credit Ratings of Everest Re Group, Ltd. and Its Subsidiaries
Jun 15, 2022	AM Best Affirms Credit Ratings of Everest Re Group, Ltd. and Its Subsidiaries
May 07, 2021	AM Best Affirms Credit Ratings of Everest Re Group, Ltd. and Its Subsidiaries
May 29, 2020	AM Best Affirms Credit Ratings of Everest Re Group, Ltd. and Its Subsidiaries
May 02, 2019	AM Best Affirms Credit Ratings of Everest Re Group, Ltd. and Its Subsidiaries
Mar 16, 2018	A.M. Best Affirms Credit Ratings of Everest Re Group, Ltd. and Its Subsidiaries
May 03, 2017	A.M. Best Assigns Credit Ratings to Everest Denali Insurance Company and Everest Premier Insurance Company

European Union Disclosures

A.M. Best (EU) Rating Services B.V. (AMB-EU), a subsidiary of A.M. Best Rating Services, Inc., is an External Credit Assessment Institution (ECAI) in the EU. Therefore, credit ratings issued and endorsed by AMB-EU may be used for regulatory purposes in the EU as per Directive 2013/36/EU.

AM Best Rating Services

Westchester Surplus Lines Insurance Company

BestLink  AMB #: 004433 NAIC #: 10172 FEIN #: 582139927

Mailing Address

P.O. Box 1000
Philadelphia, Pennsylvania 19106

[United States](#)

[View Additional Address Information](#)

Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.

Web: www.chubb.com

Phone: 215-640-1000



AM Best Rating Unit: [AMB #: 000012 - Chubb U.S. Group of Insurance Companies](#)

View additional [news, reports and products](#) for this company.

Based on AM Best's analysis, [058303 - Chubb Limited](#) is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A++ (Superior)
Affiliation Code:	g (Group)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	December 01, 2022
Initial Rating Date:	June 30, 1972

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.

Associate Director : Alan Murray

Senior Director: Michael J. Lagomarsino, CFA, FRM

Note: See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.

Long-Term Issuer Credit View Definition

Rating (Rating Category):	aa+ (Superior)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	December 01, 2022
Initial Rating Date:	August 16, 2005

Disclosure Information

Disclosure Information Form

View AM Best's [Rating Disclosure Form](#)

Press Release

[AM Best Affirms Credit Ratings of Chubb Limited and Its Subsidiaries](#)

December 01, 2022

View AM Best's [Rating Review Form](#)

Financial Size Category View Definition

Financial Size Category: XV (Greater than or Equal to USD 2.00 Billion)

u Denotes [Under Review Best's Rating](#)

Rating History

AM Best has provided ratings & analysis on this company since 1972.

Financial Strength Rating

Effective Date	Rating
December 01, 2022	A++
December 10, 2021	A++
December 17, 2020	A++
December 11, 2019	A++
December 13, 2018	A++

Long-Term Issuer Credit Rating

Effective Date	Rating
December 01, 2022	aa+
December 10, 2021	aa+
December 17, 2020	aa+
December 11, 2019	aa+
December 13, 2018	aa+

Best's Credit & Financial Reports



[Best's Credit Report](#) - financial data included in Best's Credit Report reflects the data used in determining the current credit rating(s) for AM Best Rating Unit: AMB #: [000012 - Chubb U.S. Group of Insurance Companies](#).



[Best's Credit Report - Archive](#) - reports which were released prior to the current Best's Credit Report.



[Best's Financial Report](#) - financial data included in Best's Financial Report reflects the most current data available to AM Best, including updated financial exhibits and additional company information, and is available to subscribers of Best's Insurance Reports.



[Best's Financial Report - Archive](#) - reports which were released prior to the current Best's Financial Report.

View additional [news, reports and products](#) for this company.

Press Releases

Date ▾	Title
Dec 01, 2022	AM Best Affirms Credit Ratings of Chubb Limited and Its Subsidiaries
Dec 10, 2021	AM Best Affirms Credit Ratings of Chubb Limited and Its Subsidiaries
Dec 17, 2020	AM Best Affirms Credit Ratings of Chubb Limited and Its Subsidiaries
Dec 11, 2019	AM Best Affirms Credit Ratings of Chubb Limited and Its Subsidiaries
Dec 13, 2018	AM Best Affirms Credit Ratings of Chubb Limited and Its Subsidiaries
Oct 05, 2017	A.M. Best Affirms Credit Ratings of Chubb Limited and Its Subsidiaries
Jun 22, 2016	A.M. Best Removes From Under Review and Affirms Ratings of Chubb Limited and Most of Its Subsidiaries
Jul 02, 2015	A.M. Best Places Ratings of ACE Limited and Its Subsidiaries Under Review With Negative Implications

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