



October 23, 2018

ADDENDUM NO. 2 TO SPECIFICATION NO. 1307P
Temecula Valley Recycled Water Pipeline

This addendum to the specifications is for the purpose of adding, clarifying, or deleting certain information to the construction drawings and project specifications as follows:

SPECIAL CONDITIONS

SC-08. Insurance

DELETE Pollution Liability Coverage in its entirety

ADD SC-48 as follows:

SC-48. Hot Taps. Hot Tapping of existing pipelines shall only be completed by a District Approved Contractor and only in the presence of the District's Inspector. The following District Approved Contractors, are permitted to perform "Hot Taps":

1. C.P. CONSTRUCTION CO., INC. (909) 981-1091
P.O. Box 1206 (909) 981-6704 FAX
Ontario, CA 91762
2. UTAH PACIFIC CONSTRUCTION (951) 677-9876
40940 Eleanora Way (951) 677-6742 FAX
Murrieta, CA 92562
3. GENESIS CONSTRUCTION (951) 652-6977
600 N. State Street (951) 925-6585 FAX
Hemet, CA 92543
4. MURRIETA DEVELOPMENT CO., INC. (951) 719-1680
42540 Rio Nedo (951) 719-1684 FAX
Temecula, CA 92590
5. JEFF CARPENTER, INC. (951) 657-5115
1380 West Oleander Ave. (951) 657-0615 FAX
Perris, CA 92571
6. TRAUTWEIN CONSTRUCTION, INC. (951) 369-8901
P.O. Box 349 (951) 369-8921 FAX
Rancho Cucamonga, CA 91739

SUPPLEMENTAL SPECIAL CONDITIONS

REVISE SSC-7 as follows:

SSC-7. Standard Drawings. The Contractor shall recognize the following changes:

- Standard Drawings – Replace with the following:
All items shall be designed for a pressure class of 250 psi and a design test pressure of ~~2500~~ 250 psi maximum. See modification in the above Supplemental Conditions for specific items.

SECTION P – CONTRACT DRAWINGS

1. **Sheet 4:** *REVISE* the first sentence of Note 21 from “Dewatering shall be anticipated along the pipeline alignment and dewatering for the pipeline and microtunnel shafts will be required.” to “Dewatering shall be anticipated along the pipeline alignment and dewatering for the pipeline will be required.”
2. **Sheet 4:** *REVISE* the Note under the List of Standard Plans from “Standard Plans shall be modified per the supplemental Special Conditions for valves, flanges, and appurtenances. All flanges shall be AWWA Class “F” (#300) flanges. Butterfly valves shall be rated to 250 psi. Gate Valves shall be rated to 300 psi, and all other fittings shall be rated to 300 psi.” to “Standard Plans shall be modified per the supplemental Special Conditions for valves, flanges, and appurtenances. All flanges shall be AWWA Class “E” (275 psi) flanges. Butterfly valves shall be rated to 250 psi. Gate Valves shall be rated to 250 psi, and all other fittings shall be rated to 250 psi.”
3. **Sheet 24:** *REVISE* the two call outs on Detail 1, Connection Detail, from “36” Class “F” Flange” to “36” Class E” Flange”.
4. **Sheet 24:** *REVISE* the two call outs on Detail 2, Connection Detail, from “36” Class “F” Flange” to “36” Class E” Flange”.
5. **Sheet 25:** *REVISE* the two call outs on Detail 2, Pipe Tapping Connection Detail, from “36” Class “F” Flange” to “36” Class “E” Flange”.
6. **Sheet 25:** On Detail 2, Pipe Tapping Connection Detail, *ADD* the call out “Valve shall operate in the horizontal position. See Supplemental Special Condition SSC-4.”
7. **Sheet 26:** On Detail 1, Butterfly Valve Plan, *ADD* Note 3 to the Detail to read, “3. 8” Bypass Line shall be Flanged or MJ DI pipe or CML&C pipe similar to Standard Plan PB-18.”
8. **Sheet 26:** On Detail 5, Connection Detail STA 177+43.79, *ADD* Note 2 to the Detail to read, “2. Contractor shall pothole existing pipeline and confirm the class of the existing flange and provide that Class flange.”
9. **Sheet 26:** On Detail 5, Connection Detail STA 177+43.79, *REVISE* call out “(N) 36” FL x PE Spool with Class F Flange. Install on (E) Flange to the right per Detail 6” to read “(N) 36” FL x PE Spool with Class E Flange. Install on € Flange to the right per Detail 6.”

10. **Sheets 5, 9-19, 21, 23:** *REVISE* Construction Note “6” Passhole similar to EMWD STD DWG B-271 (Only one required at each Station)” to “6” Passhole similar to EMWD STD DWG B-304 (Only one required at each Station)”.

MANDATORY PRE-BID WALK THROUGH

A mandatory pre-bid walk through meeting was conducted on October 9, 2018 at 9:00 AM.

NOTE: Refer to EMWDs website to obtain the Pre Bid Walk-Through Sign-In Sheet.

QUESTIONS & ANSWERS

Northwest Pipe Company

- Q1. Reference Project Plan & Profile drawings for both the 36” and 24” Connection. The drawings state the pipe is CML&C CI 250 pipe. Also reference Project Specification Section 00110 (Supplemental Special Conditions) Paragraph SSC-3. The referenced spec added Tape with CMC. Please clarify the coating requirements for this project, if it is CMC only or Tape with CMC overcoat.
- A1. For the 36” piping on sheet 5 to 23, and referencing details, the coating requirement shall be Tape with CMC overcoat per Project Specification Section 00110, Paragraph SSC-3. For the 36” bypass piping on sheet 24, the coating requirement shall be CMC per Project Specification Section 15061.
- Q2. Reference Project Detail 2 on Drawing 24 (connection to existing 24” pipe). The detail shows a 36” x 24” x 90° degree Reducing Elbow. This seems overly complicated for what is shown on the detail. Can we provide a 36” x 90° degree Elbow with a 2.5x Radius with a 36” x 24” Concentric reducer attached then the 24” Flanges and spool as shown in the detail? (We could also provide a 24” x 90° Elbow with a 2.5x Radius with a 24” x 36” Enlarger).
- A2. The detail was designed to minimize the amount of 24-inch pipe cut for the connection. The above alternatives may be acceptable based on final review and acceptance of the submittal by the Engineer and District. The alternatives shall not increase the cost to the District.
- Q3. Reference Project Detail 1 on Drawing 26. The detail shows (2) 4” Outlets at the top of the pipe on either side of the butterfly valve. Please clarify if each of the inline Butterfly Valve locations require (2) Air Vac Piping Assemblies, or if it is only (1) assembly that can be placed at either side of the valve.

- A3. Per the note on Detail 1 on Drawing 26, quantity and location of 4" outlets for 4" Air Vac Piping assemblies shall be indicated as shown on Plan and Profile. For example, on Sheet 9 at the Butterfly Valve at STA 52+69.22, it calls out one 4" Air Valve to be installed at STA 52+72.
On Sheet 12 at the Butterfly Valve at STA 77+81.31, it calls for 2-4" Air Vac Valves, one on each side of the BFV at STA 77+79 and STA 77+84. Also note that some Air Valve Assemblies are 4" in diameter, while other Air Valve Assemblies are 6" in diameter.
- Q4. Reference Project Detail 6 on Drawing 26. Please clarify the Flange Class we need to provide to connect to the existing piping at STA 177+43.79.
- A4. The spool piece connecting the new pipe to the existing pipe on Detail 6 on Drawing 26 references Detail 5 on Drawing 26. See Section P, Item No. 8 in the Contract Drawing revisions above.
- Q5. Reference Drawing 5 Note 6 (6" Passhole). Please confirm all passholes on this project with reference to Standard Detail B-271 will be provided as a 6" Flanged outlet with a blind flange.
- A5. See Section P, Item No. 10 in the Contract Drawings revisions above.

R & D Mechanical Supply

- Q1. Can you tell me if the material on this project is required to be Domestic only? Or is import material ok? Through ARRA, A.I.S. or Buy America Funding?
- A1. The funding provided for this project does not require compliance with ARRA or AIS.

C.W. Crosser Construction

- Q1. We would like to ask if there is a DBE or DVBE requirement for this project?
- A1. This project is subject to compliance with contracting with Small and Minority Firms and Women's Business Enterprises. Please refer to Appendix F.

E.J. Meyer Company

- Q1. Construction Plan Sheet 5 through 24, Note 1 - Calls for the use of Controlled Density Fill (CDF) as backfill for open cut at all utility crossings. Is this required on all utilities including smaller 1" to 6" utilities?
- A1. CDF is required for crossing all utilities and pipelines 4-inches in diameter or greater, structures, and combined conduit runs that exceed 3-inches on each width.

Q2. Special Conditions, SC-08, Insurance - Will the District require Pollution Insurance on this project?

A2. Pollution Insurance has been removed from the requirements via this addendum.

Q3. Special Conditions, SC-34, Working Hours - City of Temecula Working Hours are listed as 7:30 AM to 4:30 PM and City of Murrieta Working Hours are listed as 8:30 AM to 3:30 PM - The City of Temecula Permit lists the working hours as 7:30 AM to 4:00 PM and the City of Murrieta Permit lists the working hours as 9:00 AM to 2:30 PM. Please clarify the working hours for the City of Temecula and City of Murrieta. In addition, if Murrieta working hours are from 9:00AM to 2:30 PM, will this time frame be used for work within the 40' wide Easement in Washington Avenue?

A3. The working hours inside street right of way for the City of Temecula are per the Encroachment Permit conditions of 7:30 AM to 4:00 PM. The working hours inside street right of way for the City of Murrieta are per the Encroachment Permit conditions of 9:00 AM to 2:30 PM. Work inside the 40' Easement inside Rancho California Water District property that is NOT dedicated to the City of Murrieta shall be from 8:30 AM to 3:30 PM.

Q4. Special Conditions, SC-37, Groundwater - "Discharge of groundwater shall be pumped into an existing District recycled water line." Is the existing District recycled water line a pressurized line or gravity line? If this is a pressurized line, please provide additional information on pumping groundwater into it.

A4. SC-37 references dewatering requirements in Specification Section 02140 (Dewatering). See Specification Section 02140 for information and requirements.

Q5. Detailed Provisions - Section 02201, Construction Methods & Earthwork, 3.03, D - Will paving headers be required on this project?

A5. Paving headers are not required on this project.

Q6. Detailed Provisions - Section 02718, Installation of Water Pipeline, 2.06 - Will telemetry cable be required on this project?

A6. No, Telemetry cable will not be required.

Q7. Appendix A, Approved Material List - Is West Coast Pipe approved as a CML&C Steel Pipe Supplier for this project?

A7. Yes, West Coast Pipe has been added to the District's Standard Approved Materials List.

- Q8. The question was asked at the pre-bid meeting if it was acceptable for the Contractor to submit their own Engineered Traffic Control Plans and the response from the District was "Yes". Please confirm.
- A8. The Contractor may submit their own Engineered Traffic Control Plans to the Cities of Temecula and Murrieta. Contractor shall take into account the review time for the drawings and any resubmittals required for approval, at no additional cost to the District.
- Q9. Heavy Equipment will be required for this project. Will the Contractor be allowed to store equipment on the street if properly secured and barricaded to avoid having to lowboy the equipment in and out everyday?
- A9. The Contractor shall contact the City of Temecula and City of Murrieta and receive written permission to store heavy equipment on the Cities' streets, including any requirements for storage and safety of the heavy equipment. A copy of the letter granting permission shall be submitted to the District prior to use of the site.

W.A. Rasic Construction Company, Inc.

- Q1. Is notification thru MBDA local office going to be sufficient enough to comply with the Good Faith Effort Package.
- A1. Due to the lack of response from two MBDA local field offices, outreach through SBA will be deemed sufficient to comply with Good Faith Effort Requirements.

James W. Fowler Co.

- Q1. Is there a goal for MBE/WBE participation?
- A1. No.
- Q2. Item (5) states: Bidders much use the services and assistance of the Small Business Administration (www.sba.gov), and the Minority Business Development Agency of the Department of Commerce (www.mbda.gov) and provide documentation that the local SBA and MBDA offices or websites were notified of the bid opportunity at least TEN (10) calendar days prior to bid opening. What kind of documentation is acceptable for this requirement?
- A2. Website snapshots and solicitations list(s) produced by SBA and / or MBDA (in the event that the MBDA website is still non-functional).

- Q3. In the instructions to bidders and on Form A and Form B it states these two forms must be submitted within 3 calendar days after the bid opening date, however, in section NIB-17 it states: To ensure and document that the affirmative steps outlined above were satisfied, all bidders shall submit the EMWD Forms A & B, with their bid to be considered a responsive bidder. Can you please clarify when Forms A & B will be due?
- A3. Per Addendum No. 1, Forms A and B are due with the bids (on the bid opening date) or otherwise, within 3 calendar days following the bid opening date.

West Coast Pipe

- Q1. Can you please update "Appendix A – Approved Materials List" to include "West Coast Spiral Pipe" in Table 10 for "Water Pipe & Tubing"? I believe we have successfully gone through the approval process. I don't want this to become an issue at bid time.
- A1. West Coast Pipe has been approved to be listed on the District's standard Approved Materials List.
- Q2. Please verify that the bell and spigot ends of the pipe actually need to be primer painted in accordance with page SSC-3 of the Supplemental Special Conditions (Section 2.03 C 1, Item 3). This primer will have to be removed in order to field weld the joints.
- A2. Bell and spigot ends of the pipe are required to be primer coated per SSC-3 of the Special Conditions.
- Q3. Can you tell me if the normal AWWA C200 tolerance variance of plus or minus 0.1" applies to the 0.281" cylinder thickness stated in the special conditions? I know it's technically too late for questions now, but this will drastically affect cost. Without knowing this I will have to submit a quotation with two prices and it will be the contractor's responsibility to choose which one to use at his own risk. I would like to avoid this kind of confusion at bid time.
- A3. As indicated in Specification Section 15061, Steel Cylinder Water Pipe, the pipe shall meet the requirements of AWWA C200. The tolerance for steel pipe thickness included in AWWA C200 is minus "**0.01**"

Eastern Municipal Water District

for Paul D. Jones II

Paul D. Jones II, P.E.
General Manager

PE: FB
PM: DP
DFE: BM
DE: WR

PDJ:FB:jl:jrm

ATTACHMENTS: Insurance Certificate Example



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
Month/Date/Year

PRODUCER Insurnce Agent/Broker Name Insurnce Agent/Broker Street Address or P.O. Box Insurnce Agent/Broker City, State & Zip Code Contact & Phone Number	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Contractor's Name Street Address or P.O. Box City, State & Zip Code	INSURER A: Name of Insurance Company	Enter NAIC#
	INSURER B: All Carriers must be rated A- VIII or better	
	INSURER C: in current AM Best Rating Guide	
	INSURER D:	
	INSURER E:	

COVERAGES:

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<input checked="" type="checkbox"/>	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> _____ <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	See NOTE #1 & #2 Enter Policy #	Enter Effective Date	Enter Expiration Date	EACH OCCURENCE	\$ 5,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 5,000,000
						GENERAL AGGREGATE	\$ 10,000,000
						PRODUCTS - COMP/OP AGG	\$ 10,000,000
B		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> _____ <input type="checkbox"/> _____	Enter Policy #	Enter Effective Date	Enter Expiration Date	COMBINED SINGLE LIMIT (Each Occurrence)	\$ 5,000,000
						BODILY INJURY (Per person)	
						BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> _____				AUTO ONLY - EA ACCIDENT	
						OTHER THAN EA ACC	
						AUTO ONLY: AGG	
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION	See NOTE #4 Enter Policy # (if required)	Enter Effective Date	Enter Expiration Date	EACH OCCURENCE	\$Enter Limit
						AGGREGATE	\$Enter Limit
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	See NOTE #3 Enter Policy #	Enter Effective Date	Enter Expiration Date	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <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
D		Builder's Risk with Flood Equipment Floater	Deductibles: BR \$1,000 Enter Policy #	Flood: \$100,000		BR & Flood =	Contract Value
						Equipment Floater =	Scheduled Equipment

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Include Project Name & Spec Number here.

NOTE #1: EMWD & others (See Section H & Special Conditions) named as additional insured per CG2010 (11/85) OR CG2010 (10/01) WITH CG2037 (10/01).

NOTE #2: Per Project Aggregate limits per CG2503 (3/97).

NOTE #3: Waiver of Subrogation endorsement to Worker's Compensation in favor of EMWD. Endorsements must be attached.

NOTE #4: Excess/Umbrella liability can be used in connection with primary liability insurance to equal amounts required.

CERTIFICATE HOLDER

EASTERN MUNICIPAL WATER DISTRICT
 Attn: Field Engineering Department
 P O Box 8300
 Perris, CA 92572-8300

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

POLICY NUMBER: Policy Number to be included

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

Eastern Municipal Water District to be named on Additional Insured Endorsement Form

See Special Conditions and Section H-Permits for listing of others to be named as additional insured.

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

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

<p>Name of Person or Organization:</p> <div style="border: 1px solid red; padding: 5px; margin-top: 5px;"> <p style="color: blue; font-size: small;">Eastern Municipal Water District to be named on Additional Insured Endorsement Form See Special Conditions and Section H-Permits for listing of others to be named as additional insured.</p> </div>
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(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

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

2. Exclusions

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 site 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.

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

SCHEDULE

Name of Person or Organization: <div style="border: 1px solid red; padding: 5px; margin-top: 5px; color: blue;">Eastern Municipal Water District to be named on Additional Insured Endorsement Form See Special Conditions and Section H-Permits for listing of others to be named as additional insured.</div>
Location And Description of Completed Operations: <div style="border: 1px solid red; padding: 5px; margin-top: 5px; color: blue;">Project location and name to be listed here</div>
Additional Premium:

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

Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

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 Projects:

Project Name to be listed here

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

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), 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, Fire Damage 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 COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), 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 Limits Of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.

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.

SCHEDULE

Person or Organization

Job Description

Any person or organization for whom the Insured has agreed by written contract to furnish this waiver.

Waiver of Subrogation form is always in favor of the Worker's Compensation Endorsement to list EMWD and project.

This endorsement changes the policy to which it is attached and, unless otherwise stated, is effective on the date issued at 12:01 A.M. standard time at your mailing address shown in the policy. **The information below is required only when this endorsement is issued subsequent to commencement of the policy.**

Endorsement Effective Effective date must be specified

Policy No. Policy Number to be included

Insured Name of Insured (per contract)

Endorsement No. 8

Countersigned By Signature