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**Request for Proposal (RFP) #1792  
USA Locate Services  
Period of Performance September 2016 through June 30, 2017**


This Request For Proposal dated August 10, 2016 is being issued to receive proposals by the Purchasing Officer, Brian K. Jackson Contra Costa Water District (District), 1331 Concord Avenue, Concord, California, until **3:00 P.M., Wednesday, August 31, 2016** for USA Locate Services for September 2016 until June 30, 2017, and an priced optional 12 month extension period for fiscal year 2018 (FY18), from July 1, 2017 through June 30, 2018, to be exercised at the District's sole discretion. Proposal priced option sheet(s) must be included for (FY18), the optional 12-month extension for the proposal package to be considered a complete submission. The District will evaluate both one and two year pricing and will determine what appears to provide the best value to the District. Companies may submit responses based on Scope of Work and Contractor's Rates and Charges. A selection committee will review the proposals, based on established evaluation award criteria.

**No faxed or email bids will be accepted. Bidders must also provide with their hard copy bid (paper) an electronic version on a flash drive containing all required documentation in Word/Excel PDF format.**

The District has provided a copy of the Agreement that will be utilized for the purposes of this work. Other tax supported agencies may, by mutual consent, utilize this contract. This work shall comply with all applicable provisions of the California labor code, including licensing and certification requirements, and the section relating to public work Section 1720, and Prevailing Wages, as determined by the Director of the Department of Industrial Relations.

The District has initiated an insurance compliance program. This program requires all companies providing products and services to the District to have in place insurance coverage prior to the issuance of any contract. These insurance levels are described on the attached Purchase Order Terms and Conditions form. Once the most responsive and responsible proposal has been established, that vendor will have five (5) calendar days after award notification to provide all required insurance documents per the samples provided. Failure to provide insurance documentation will result in the District considering the proposal response to be non-responsive.

Sincerely,

  
Brian K. Jackson  
Purchasing Officer  
Contra Costa Water District

**The District has included a new General Agreement Provisions attachment to help explain the District's bid and proposal process. Please read and consider these provisions carefully. If you have any questions, please contact the Purchasing Officer at the phone number listed below.**

To be considered, four (4) copies of your proposal package hard copy (paper) and one (1) electronic version on a flash drive **must be received no later than August 31, 2016 at 3:00pm.** Faxed or emailed responses will not be accepted. Proposals can be mailed or hand-delivered to: Contra Costa Water District, 1331 Concord, Ave, and Concord, CA 94520. Attention: Brian K. Jackson, Purchasing Officer and labeled **"Proposal for USA Locate Services."**

Contractors interested in providing these services for the District shall provide the following information in their proposals:

1. A company resume.
2. A minimum of three references.
3. A completed pricing sheet (Attachment B of this package).
4. Signed Proposal Guarantee Form

There will be a Pre-Proposal conference held on August 18, 2016 at 10:00 a.m. in the O&M conference room located at 2401 Bisso Lane, Concord, California 94520.

Please direct all questions in writing no later than August 22, 2016 at 4:00 p.m. via email to Brian K. Jackson at [bjackson@ccwater.com](mailto:bjackson@ccwater.com). Answers to all questions will be posted to the District's website in the form of an Addendum not later than August 26, 2016 at 4:00 p.m.

**Submission of a proposal constitutes acceptance of the District's General Contract Agreement Provisions. No additional contract negotiations will be allowed.**

Firms interested in the work should submit:

**WHAT:** Four (4) copies of your proposal and One (1) Flash Drive prepared in accordance with the instructions in this Request For Proposal #1792.

**WHEN:** August 31, 2016 at 3:00pm

**WHERE:** Contra Costa Water District  
1331 Concord Avenue

Concord, CA 94520

Attention: Brian K. Jackson  
Purchasing Officer

**An evaluation committee will review proposals. Evaluation factors will include pricing, company resume, experience and certifications of personnel, and ability to complete the projects in a timely manner. Business licenses will be verified with the issuing agencies and references will be checked. At the District's discretion, the top firms may be interviewed.**

**Proposals should be prepared in accordance with the following attachments:**

Attachment A – Scope of Work

Attachment B – Contractors Rates and Charges

Attachment C – Certification of Bidder's Experience and Qualifications

Attachment D – Purchase Order Terms & Conditions

Attachment E – Contractor's Safe Practices Handbook

Attachment F – Insurance Compliance Samples

**\*This solicitation does not commit the District to pay any costs incurred in the preparation and presentation of submittals, or to select any interested firms that respond. This solicitation covers only work described herein, and does not commit the District to any fixed amount of work. All materials received will remain the property of the District, whether or not a firm is selected. Brochures or other presentation materials, beyond those required are not necessary.**

**SCOPE OF WORK**

The Contra Costa Water District is seeking a single Contractor to provide USA locating services in accordance with California Government code 4216. The duration of the selected Contractor's services will be required for an initial period of the remaining months of fiscal year 2017 which ends June 30, 2017.

The selected Contractor must be able to demonstrate that it has the personnel, materials, equipment, labor, transportation, machinery, tools, appliances, fuel, lubricants, and all other consumables and incidentals necessary for the completion of work outlined below. The District will provide the selected Contractor with its latest version of Cal Grid Maps, Spatial Wave USA ticket management and GIS system, as built drawings and all other facility records.

Utility locating shall be conducted in a competent manner and comply with industry methods, standards and practices, applicable laws including California State Law (Government Code 4216), regulations and ordinances, locating procedures as from time to time adopted and approved by the National Utility Locating Contractor's Association (NULCA), and include all necessary records research and field investigations to determine facilities locations. Services shall be performed as promptly as possible, but at a minimum, within the time provided by State law, and all locate requests shall be electronically documented with photographs closed in the Spatial Wave ticket management system.

**The Contractor's Scope of Work shall include, at minimum, the following:**

1. Contractor shall assist Contra Costa Water District utility operating departments as needed and assigned. Assignments include and are not limited to ability to operate Spatial Wave system, deploy and retrieve pressure recording devices, ability to respond in a three hour notice.
2. Contractor shall provide such markings and protection as may be required. Markings shall include painting, flagging or staking in accordance with California Laws governing the protection of underground facilities and District specifications.
3. Contractor will be responsible for obtaining any and all licenses, permits, inspections and other authorizations which may be required for Contractor's performance of the Services.
4. Contractor's personnel shall be proficient in the use of approved locating devices, methods, marking procedures, communicative skills, and record-keeping requirements necessary to perform the locate request and marking tasks.
  - a. Contractor's personnel shall be solely dedicated to work tasks as assigned by Contra Costa Water District and may not locate for other utility companies (utilities), communications providers, or other facility owners in conjunction with their work for the District.
  - b. Contractor shall provide sufficient staffing to complete all USA requests within the time prescribed under California Law. Contractor shall always have a minimum of two (2) employees on duty during normal business hours.

5. Contractor's locating equipment or devices are subject to Contra Costa Water District's approval.
  - a. All Underground Facilities shall initially be electronically located, except where electronically impossible. If electronically impossible then manual locating shall methods shall be utilized. For the purposes of this RFP the term electronically means utilizing trace wires, locators, pipe locators, metal detectors, probe rods, or similar methods and equipment.
6. Contractor's personnel shall represent the District in a courteous and professional manner at all times.
  - a. Contractor's personnel shall wear uniforms easily identifiable with its logo.
  - b. Contractor's vehicles utilized under this Agreement shall be easily identifiable with its logo.
7. Contractor shall receive and record locate requests from USA during normal service hours consistent with the USA Call Center, but should be no less than Monday through Friday, (7:00 a.m. through 5:00 p.m. CST), except for holidays observed by USA Call Center and/or Contra Costa Water District.
8. Contractor shall complete the requirements of a normal locate request within two (2) business days of receiving the locate request.
9. Contractor shall receive and record emergency locate requests at any time of any day.
10. All emergency notices shall be responded to within two (2) hours of receipt by Contractor, unless otherwise required by law or regulation to be sooner, unless otherwise agreed to with requesting party or excavator.
11. The contractor must also be able to provide traffic control when necessary to complete assignments.
12. Contractor shall provide all circuits and equipment required to receive requests from USA. The District shall be responsible for all other contractual and cost obligations while locating for the District.
13. Contractor shall be responsible for making arrangements with all excavators for locate purposes.
  - a. All locate requests will be processed within the required timeframe or contact will be made with the excavator to arrange an appropriate time to perform the locate.
  - b. All excavators will be called as soon as possible to confirm requested time of appointments or to make appropriate arrangements, as required.
14. Contractors' administrative responsibility shall include, but not be limited to receipt, recording, documenting, dispatching, reporting, monitoring and closing out of notices of excavation.
15. When the Underground Facility is "Identifiable, but Un-locatable", Contractor must contact Owner. Owner will then determine the course of action to be taken.

- a. If no course of action is successful, Contractor shall notify the Excavator of the presence of any "Identified, but Un-locatable" Facilities of Contra Costa Water District and shall caution the Excavator that any location information supplied may not be within the scope of the definition of Reasonable Accuracy.
16. In the event Contractor fails to meet the demands for Locate Requests, Contra Costa Water District, in its sole determination, shall have the right to use its own employees or the services of another outside vendor to satisfy such needs. Contra Costa Water District shall then invoice Contractor for Contra Costa Water District costs in using its own employees or vendor.
17. Additional visits to the Excavation Site required due to Contractor's unsatisfactory performance shall not be treated or considered an additional ticket.
18. Contractor shall keep a record for a minimum of two (2) years of each Notice of Excavation indicating the time and date; when locate was received, the type of facility marked, date and name of the call-back person notified and pictures of the site locate.
19. Contractor shall at all times afford Contra Costa Water District access to any and every part of the Services so as to enable them to inspect and ensure that the Services being performed conform to the terms of the Agreement.
20. Contractor shall provide and maintain at all locations where work is being performed, adequate and suitable warning signs, all necessary suitable guards, and appropriate warning signals of any hazards in connection with the work, in order to prevent accidents during the course of the work.
21. Contractor shall share excavation notice data; initial and closed, via their electronic management system.
22. Contractor shall provide invoices to Contra Costa Water District on a monthly basis. Contractor's monthly invoice will include the following:
  - a. Contra Costa Water District's name
  - b. Period during which the services were performed – (the "Billing Period")
  - c. Total number of Locate Requests received
  - d. Total number and nature of additional services performed for Contra Costa Water District.
  - e. Total charges for the Billing Period
23. A monthly report will accompany and support the monthly invoice, which will include an itemized tabulation of the following information with respect to each Locate Request Contractor received:
  - a. Ticket number
  - b. Locate date
  - c. Locations of proposed excavation
  - d. Type of request

24. In the event that an Underground Facility is damaged by a third party as a result of Contractor errors and omissions to properly mark such Underground Facilities in accordance with its contractual agreement with the Contra Costa Water District, all applicable laws and regulations, and state laws governing utility protection, the Contractor shall be liable for full costs for such damage, unless such damages resulted due to circumstances or factors beyond the control of the Contractor. Contractor will also be responsible for downtime/delays to Company due to inaccurate locates.
25. Contractor shall investigate incidents of damage, as requested by Contra Costa Water District, for accuracy of the Locates(s).
  - a. Contractor shall respond, within one hour, to the work site following notification by Contra Costa Water District.
  - b. Contractor shall submit a written report of damage investigations within 5 days and maintain a copy of such written reports for a period of three (3) years.
  - c. Contractor and Contra Costa Water District shall hold meetings as needed to review completed investigation reports, and to assess responsibility.
  - d. Should the damage review process between Contra Costa Water District representative and Contractor reveal that Contra Costa Water District does not find Contractor liable for damage, Contra Costa Water District agrees to hold Contractor harmless from any ensuing damages owed to any third party as a result of the damage to the Contra Costa Water District's Underground Facilities or any fines that may later be levied.
  - e. Should the damage review process between Contra Costa Water and Contractor reveal that the Excavator is responsible for the damage, Contractor shall provide testimonial and investigative support for any recovery efforts by the Contra Costa Water District.
  - f. Should the damage review process between Contra Costa Water District and Contractor reveal that Contractor is liable for the damage, Contractor agrees to hold Contra Costa Water District harmless from any ensuing damages owned to any third party as a result of the damage to the Contra Costa Water District's Underground Facilities or any fines that may later be levied.
26. Contractor will be responsible for any costs involved with distributing electronic mapping, or updates to maps and records for its employees.
27. Contractor shall retain and safeguard Contra Costa Water District's location maps and records.
28. Contractor shall be responsible to notify Contra Costa Water District, of any discrepancies or omissions in the Contra Costa Water District-provided records, to the extent Contractor can determine the discrepancies and omissions.
29. Contractor shall acknowledge that Contra Costa Water District's maps may not be available and to the extent that maps are available, they do not reflect the actual physical location of Underground Facilities and may not exist for all installations.
30. Contractor shall be solely responsible for determining the existence of Underground Facilities.



31. Contractor shall be responsible for and liable for any failure to locate Underground Facilities consistent with the provisions of this Statement of Services.

**CRITERIA FOR SELECTION**

- Length and range of experience in underground utilities.....15 POINTS
- Familiarity with underground utilities in Contra Costa County.....5 POINTS
- Experience and availability of technologies for locating utilities..... 10 POINTS
- Demonstrate competence in reading maps and locating utilities.....10 POINTS
- Demonstrated understanding of work to be done.....10 POINTS
- Cost Proposal.....50 POINTS

**COMPLETE & SUBMIT WITH PROPOSAL**

**RATES & CHARGES**

Pursuant to the Request for Proposal for the “USA Locate Services” contract, the undersigned hereby proposes and agrees that on award by the District under the Bid, and in accordance with the provisions therein stated, to execute the Agreement, with necessary bonds, to furnish any and all labor, transportation, and services for the USA locate and complaint inspection work in accordance with the Contract Documents therefore adopted and on file with the Contra Costa Water District within the time hereinafter set forth and at the prices named in the Bid as follows:

(Additional description of work referenced in the Scope of Work).

*Bid amount of each item must be completed in ink.*

Bid Item	Description	Unit	Unit Price
1	Hourly On-Site Rate Per Technician Less Than 8 Hours (Rate must be all inclusive, Travel, Time, Equipment etc.)	Hourly	
2	Daily Rate for 8 Hours On-Site (Rate must be all inclusive, Travel, Time, Equipment etc.)	Per Day	

**COMPLETE & SUBMIT WITH PROPOSAL**

**CERTIFICATION OF BIDDER'S EXPERIENCE AND QUALIFICATIONS**

The undersigned Bidder represents that it is competent, knowledgeable, and has special skills in performing USA Locate requests, customer service requests, leak detection and any additional work determined to be necessary by CCWD operations management. Proposer expressly acknowledges that it capable of adapting to these peculiar conditions and delivering the functionality expressed in this Scope of Work document. To be considered for award, Proposer shall have at least **two (2) years of experience** performing work of this complexity.

**Name of Proposer** \_\_\_\_\_

**Location:**

Technician will report to CCWD District facilities located at 2401 Bisso Lane, Concord, CA 94520

**Hours:**

The consultation sessions will be scheduled by the District. Normal operating hours are 7:00am until 3:30pm Monday through Friday.

**Duration:**

This Agreement will commence in September 2016 and end June 30, 2017, with the option to extend at the sole discretion of the District for an additional 12-month period, commencing on July 1, 2017 and ending on June 30, 2018.

## TERMS AND CONDITIONS

**Compensation:** By accepting this Purchase Order (PO), the Contractor/ Vendor (Vendor) agrees to receive and accept the prices shown as full compensation for furnishing all materials and for doing all the work contemplated and embraced in the order; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of all elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of work until its acceptance by Contra Costa Water District (CCWD) and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work and the whole thereof, in the manner according to the requirements of CCWD's inspection.

Vendor shall state its discount terms on invoices. Delay caused by correction of errors and omissions shall extend the discount period and shall be just cause for withholding settlement without loss of cash discount by CCWD. This order or any payment due thereunder is not assignable by Vendor without written approval of CCWD. Full payment shall be made for acceptance materials within 45 days after receipt of invoice.

**F.O.B.:** Unless otherwise specified, all shipments are Free-On-Board delivered to the location shown on the Purchase Order. A copy of the receipted freight bill MUST accompany the invoice when freight is authorized to be prepaid and added to invoice.

**Substitutions:** Substitutions, changes, and prices other than specified above must be authorized in writing by CCWD.

**Contract:** The PO, and any referenced attachments, when accepted by Vendor, either in writing or shipment of all or any portion of the material, or the commencement of performance of any portion of the services covered hereunder, constitutes the entire contract between Vendor and CCWD concerning its subject matter; and neither any contrary or additional conditions specified by Vendor nor any subsequent amendment or supplement shall have any effect without CCWD's written approval.

**Indemnification** – Vendor shall indemnify, hold harmless and defend the Contra Costa Water District (CCWD), and each of its officers, Directors, officials, employees, volunteers and agents from any and all loss, claims, demands, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by CCWD, the Vendor or any other person and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expense), arising or alleged to have arisen directly or indirectly out of performance of the contract. The Vendor's obligations under the preceding sentence shall apply regardless of whether CCWD or any of its officers, directors, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss, liability fines, penalties, forfeitures, cost or damages caused solely by the active negligence or by the willful misconduct of the CCWD. If Vendor should subcontract all or any portion of the work to be performed under this agreement, Vendor shall require each subcontractor to indemnify, hold harmless, and defend the CCWD, its officers, Directors, officials, employees, volunteers and agents in accordance with the terms of the preceding paragraph.

**Contractor's Licensing Laws:** All contractors shall be licensed in accordance with the laws of the State of California.

**Permits or Licenses:** The Vendor shall procure all permits and licenses, pay all charges and fees and give all notices necessary and incidental to the due and lawful prosecution of the work.

**Taxes:** Unless otherwise provided herein or required by law, Vendor assumes exclusive liability for, and shall pay before delinquency, all sales, use, excise and other taxes, or charges of any kind now or hereinafter imposed on or with respect to, or measured by the articles sold or material or work furnished hereunder on the wages, salaries or other remuneration paid to persons employed in connection with the performance of this P.O.

**Safety:** All equipment, materials and services shall comply with all Federal, State and local safety rules and regulations including those imposed by the Occupational Safety and Health Administration (OSHA), and all work performed on CCWD premises shall comply with the CCWD Contractor Safe Practices Handbook.

**Independent Contractor:** Vendor is an independent Contractor/ Supplier retained by CCWD to provide goods and/or perform the work described herein. All personnel employed by the Vendor, including subcontractors and personnel of said subcontractors approved by CCWD, are not and shall not be deemed to be employees of CCWD. The Vendor and approved subcontractors shall comply with all State and Federal laws pertaining to employment and compensation of their employees or agents, including the provision of Worker's Compensation. CCWD shall not under any circumstances be liable to Vendor for any person or persons acting for Vendor for any death, injury, property destruction, or damage received or claimed relating to or resulting from the activities undertaken pursuant to this P.O.

**Warranty:** Vendor warrants that the goods specified in this P.O. shall be free from defects in design, material, and workmanship. The goods specified in this P.O. shall not be deemed accepted until after inspection within a reasonable time after arrival at the delivery location specified on the P.O. Vendor warrants that the goods specified in this P.O. will be fit for the purposes for which they were sold to CCWD.

**Attorney's Fees:** If a lawsuit is filed to enforce the terms hereof, the prevailing party will be entitled to an award of attorney's fees.

**Prevailing Wages:** Pursuant to Section 1773.2 of the Labor Code, a copy of which is on file with CCWD, Vendors performing public work shall pay prevailing per diem wages.

**Insurance:** Vendors performing work for CCWD shall provide proof of insurance, in amounts not less than those specified, for the following: Comprehensive General Liability \$1,000,000 per occurrence; Worker's Compensation: statutory coverage required; Commercial Auto Liability: \$1,000,000 per accident for bodily injury and property damage, endorsed for "any" auto. Please note that in addition to the certificate of insurance, an endorsement must be provided to name the *Contra Costa Water District, its officers, agents, and employees as "Additional Insured"*. The certificate of insurance can be a master certificate, to cover all work done during the year, or a single purpose certificate to cover one specific project/job.

<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 12/01/2009
PRODUCER Insurance Company Somewhere, USA	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.	
INSURED CCWD Contractor 123 Bailey St. Townville, CA	INSURERS AFFORDING COVERAGE	NAIC#
	INSURER A: Ace Insurance Company	
	INSURER B: Valley Insurance Services	
	INSURER C:	
	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.

INER ADD'L TR. INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A X	<b>GENERAL LIABILITY</b> <input type="checkbox"/> CONTRACTORS GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR deductible \$5,000 GEN'L AGGREGATE LIMIT APPLIES PER POLICY: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC	ABC1456789	05/01/09	05/01/10	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Excl. Automobile) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMB OF AGG \$
B	<b>OWNED AUTO</b> <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS  <b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO  <b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION: \$	FGH66699912	05/01/09	05/01/10	COMBINED SINGLE LIMIT (Excl. Automobile) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per occurrence) \$ PROPERTY DAMAGE (Per occurrence) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$ EACH OCCURRENCE \$ AGGREGATE \$
A	<b>EMPLOYERS COMPENSATION AND EMPLOYEE BENEFITS</b> ANY PROVISIONS OR FURTHER EXECUTIVE OFFICER MEMBER EXCLUDED? (Type, describe under SPECIAL PROVISIONS below)	WONVR785634	05/01/09	05/01/10	EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ DISEASE - POLICY LIMIT \$
C	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 Contra Costa Water District, its officers, agents, and employees are named as additional insured.  
 \*\*Insurance agents/brokers often add the above statement. This statement is not sufficient; an additional insured endorsement document must also be provided.

<b>CERTIFICATE HOLDER</b> Contra Costa Water District 1331 Concord Avenue Concord, CA 94524	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER 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 Ralph Kraefden
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A. Section II - Who Is An Insured is amended to include as an additional insured any person or organization to whom you are performing operations when you and such person or organization have entered into a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured 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.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - b. Supervisory, inspection, architectural, or engineering activities.
2. "Bodily injury" or "property damage" occurring after:
  - a. 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
  - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.