

EXHIBIT A

DIABLO WATER DISTRICT

INSURANCE PROVISIONS

Workers' compensation Coverage: By his/her signature hereunder, Contractor certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing the performance of the work of this agreement. Contractor and sub-contractors will keep workers' compensation insurance for their employees in effect during all work covered by this agreement. Contractor and sub-contractors will also include an endorsement for Waiver of Subrogation.

Commercial General Liability and Automobile Liability Insurance -The Contractor shall provide and maintain the following commercial general liability and automobile liability insurance:

Coverage - Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001)
2. Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any auto)

Limits -The Contractor shall maintain limits no less than the following:

1. General Liability – Two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater for bodily injury, personal injury and property damage and products & completed operations liability. If Commercial General Liability Insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (via ISO endorsement at least as broad as the ISO CG 2503, or ISO CG 2504, provided to Diablo Water District) or the general aggregate limit and products-completed operations aggregate limit shall be five million dollars (\$5,000,000).
2. Automobile Liability – Two million dollars (\$2,000,000) for bodily injury and property damage each accident limit.
3. Excess Liability – The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non contributory basis for the benefit of the District (if agreed to in a written contract or agreement) before the District's own primary or self Insurance shall be called upon to protect it as a named insured.

Required Provisions - The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. Diablo Water District, its directors, officers, attorneys, employees, authorized volunteers, or CDM Smith, Inc. (District's Engineer) are to be given insured status at least as broad as ISO endorsement CG 20 10 11 85; or both CG 20 10 and CG 20 37 if forms with later edition dates. Also acceptable is CG 20 10 04 13 (or older editions) specifically naming the District parties or using language that states "as required by contract". All Subcontractors hired by Contractor must also have the same forms or coverage at least as broad; as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; and automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to Diablo Water District, its directors, officers, attorneys, employees, authorized volunteers, or CDM Smith, Inc. (District's Engineer).
2. For any claims related to this project, the Contractor's insurance shall be primary insurance as respects Diablo Water District, its directors, officers, attorneys, employees, authorized volunteers, or CDM Smith, Inc. (District's Engineer) using the ISO CG 20 01 04 13 or coverage at least as broad. Any insurance, self-insurance or other coverage maintained by Diablo Water District, its directors, officers, attorneys, employees, authorized volunteers, or CDM Smith, Inc. (District's Engineer) shall not contribute to it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to Diablo Water District, its directors, officers, attorneys, employees, authorized volunteers, or CDM Smith (District's Engineer).
4. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required above shall provide that coverage shall not be canceled, except with a written thirty (30) days notice of cancellation or ten (10) days written notice for non-payment of premium to Diablo Water District.

Such liability insurance shall indemnify the Contractor and his/her sub-contractors against loss from liability imposed by law upon, or assumed under contract by, the Contractor or his/her sub-contractors for damages on account of such bodily injury (including death), property damage, personal injury, completed operations, and products liability.

The automobile liability policy shall cover all owned, non-owned, and hired automobiles.

All of the insurance shall be provided on policy forms and through companies satisfactory to Diablo Water District and shall refer to the project name and location on each certificate and endorsement.

Deductibles and Self-Insured Retentions – Any deductible or self-insurance retention must be declared to and approved by Diablo Water District. At the option of Diablo Water District, the insurer shall either reduce or eliminate such deductibles or self-insured retentions. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named or additional insureds, co-insurers, and/or insureds other than the First Named Insured.

Acceptability of Insurers - Insurance is to be placed with insurers having a current A.M. Best (Alfred M. Best) rating of no less than A-:VII or equivalent or as otherwise approved by Diablo Water District.

Evidences of Insurance – As a condition of the Agreement, the Contractor shall provide to Diablo Water District prior to any work to be performed a certificate of insurance (Acord Form 25 or equivalent) signed by the insurer's representative evidencing the coverage required by this agreement. Such evidence shall include (1) attached additional insured endorsements with primary & non-contributory wording, (2) Workers' Compensation waiver of subrogation, and (3) a copy of the Commercial General Liability declarations or endorsement page listing all policy endorsements, and confirmation that coverage includes or has been modified to include Required Provisions 1-5 above. The District reserves the right to obtain complete, certified copies of all required insurance policies, at any time. Contractor shall maintain the Insurance required by this agreement for a period of not less than 10 years following the termination or completion of this agreement. Contractor further waives all rights of subrogation under this agreement. Failure to continually satisfy the Insurance requirements is a material breach of contract.

If any of the required coverages expire during the term of this agreement, the Contractor shall deliver the renewal certificate(s) including the general liability additional insured endorsement to Diablo Water District at least ten (10) days prior to the expiration date. Failure to comply with any of the Insurance requirements shall constitute a material breach of contract. The Insurance requirements in this agreement do not in any way represent or imply that such coverage is sufficient to adequately cover the Contractor's obligations under this agreement. All Insurance or self-insurance coverage and limits applicable to a given loss or available to the named insured shall be available and applicable to the additional insured. The insurance obligations under this agreement are independent of and in addition to the defense and indemnity obligations contained elsewhere in this agreement and shall not in any way act to limit or restrict the defense or Indemnity or additional insured obligations of the Contractor or the Contractor's insurance carrier, and shall be for (1) the full extent of the Insurance or self-insurance coverages and limits carried by or available to the Contractor, or (2) the minimum Insurance coverage and amounts shown in this agreement; whichever is greater. District reserves the right to add such other parties as may be required in the future to the indemnity and additional insured requirements of this agreement.