



Exhibit A
Whitebark Insurance Provisions

1.1 Time for Compliance. Contractor shall not commence Work under this Agreement until it has provided evidence satisfactory to Whitebark that it has secured all insurance required under this Section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence of strict compliance with the terms of this Section, as verified by Contractor.

1.2 Minimum Requirements & Minimum Limits of Insurance. Contractor shall, at their expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

1.2.1 Limits and Coverage. The limits and coverage for the insurance provided under this section shall be at least as follows:

General Liability	Includes: Personal & Advertising Injury, Property, Product Liability and Completed Operations \$1,000,000 each occurrence; \$2,000,000 general aggregate. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit
Professional Services Coverage	Combined of \$1,000,000 in excess of single limits in the General Liability coverage above.
Automobile Liability - <u>Any</u> Auto	\$1,000,000 per-accident for bodily injury \$1,000,000 per-accident for property damage
Workers Compensation & Employer's Liability	Statutory limits pursuant to State law Employer's Liability limits of \$1,000,000 per-accident for bodily injury or disease. Defense costs shall be paid in addition to the limits.



1.2.2 General Liability. Coverage shall be at least as broad as the latest version of the following: Insurance Work Office Commercial General Liability coverage (occurrence form CG 0001).

1.2.3 Automobile Liability. Coverage shall be at least as broad as the latest version of the following: Insurance Work Office Business Auto Coverage form number CA 0001, code 1 (any auto). If code 1 is not available, then a COI with scheduled, hired, and non-owned autos should be acceptable only if they provide a list of all scheduled autos with COI.

1.2.4 Workers Compensation. Coverage shall be at least as broad as the latest version of the following: (3) Workers' Compensation and Employer's Liability: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 29); or (2) cross liability for claims or suits by one insured against another.

1.2.5 Endorsement. Each policy shall include an endorsement that provides:

1.2.5.1 Whitebark and INF, together with their officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Work or ongoing and complete operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work.

1.2.5.2 The insurance coverage shall be primary and non-contributory insurance as respects Whitebark, INF and their officials, officers, employees, agents, and volunteers.

1.2.5.3 Any insurance or self-insurance maintained by Whitebark or INF, or their officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

1.2.5.4 Notwithstanding the minimum limits, any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the Parties required to be named as additional insureds pursuant to this Exhibit.

1.2.5.5 Coverage shall not be suspended, voided, reduced or canceled except after thirty (30) Days (10 Days for nonpayment of premium) prior written notice by certified mail, return receipt requested, has been given to Whitebark.

1.2.5.6 Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to Whitebark, INF, or their officials, officers, employees, agents, and volunteers. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to Whitebark, INF, or its officials, officers, employees, agents and volunteers, or any other additional insureds.

1.2.5.7 The insurer waives all rights of subrogation against Whitebark and INF, and their officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by Contractor.



1.2.6 Notices; Cancellation or Reduction of Coverage. Contractor shall provide Whitebark at least thirty (30) Days prior written notice of cancellation of any policy required by this Agreement, except that the Contractor shall provide at least ten (10) Days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Contractor shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to Whitebark at least ten (10) Days prior to the effective date of cancellation or expiration. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Whitebark has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Whitebark will be promptly reimbursed by Contractor or Whitebark may withhold amounts sufficient to pay premium from Contractor payments. In the alternative, Whitebark may suspend or terminate this Agreement.

1.2.7 Additional Insured. Whitebark and INF, together with their officials, officers, employees, agents, and volunteers shall be named as additional insureds on Contractor's and its subcontractors' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

1.3 Separation of Insureds; No Special Limitations; Waiver of Subrogation. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to Whitebark, INF and their officials, officers, employees, agents, and volunteers. All policies shall waive any right of subrogation of the insurer against Whitebark, INF and their officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against Whitebark, INF or their officials, officers, employees, agents, and volunteers, or any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

1.4 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by Whitebark. Contractor shall guarantee that, at the option of Whitebark, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Whitebark, its officials, officers, employees, agents, and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

1.5 Subcontractor Insurance Requirements. Contractor shall not allow any subcontractors to commence work on any subcontract relating to the work under the Agreement until they have provided evidence, in strict adherence to the requirements herein, that they have secured all insurance required under this Section. If requested by Contractor, Whitebark may approve different scopes or minimum limits of insurance for particular subcontractors. The Contractor and Whitebark shall be named as additional insureds on all subcontractors' policies of Commercial General Liability using ISO form 20 38, or coverage at least as broad.

1.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to Whitebark.



1.7 Verification of Coverage. Contractor shall furnish Whitebark with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to Whitebark. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by Whitebark if requested. All certificates and endorsements must be received and approved by Whitebark before work commences. Whitebark reserves the right to require complete, certified copies of all required insurance policies, at any time.

1.8 Reporting of Claims. Contractor shall report to Whitebark, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Work under this Agreement.

1.9 Indemnification Rider. The following indemnification clause, or one substantially similar and in a form acceptable to Whitebark, must be included in the Contractor's Commercial General Liability Policy:

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless Whitebark, INF, and their agents and employees from and against all claims, damages, losses, and expenses including, but not limited to, attorney's fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss, or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Project itself), including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right to obligation of indemnity which would otherwise exist as to any party or person described in this Section, nor shall Contractor be responsible to indemnify Whitebark for Whitebark's negligence.

In any and all claims against Whitebark or any of their agents or employees by any employee of Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligations under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts.