

EXHIBIT A TO PARCELQUEST CONTRACT

1. NON-DISCRIMINATION CLAUSE COMPLIANCE (EMPLOYMENT):

In connection with the execution of this Agreement, PARCELQUEST shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, political affiliation, sex, age or sexual orientation. This policy does not require the employment of unqualified persons.

2. NON-DISCRIMINATION CLAUSE COMPLIANCE (DELIVERY OF SERVICES):

PARCEL QUEST shall not discriminate in the provision of services because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, political affiliation, sex, age or sexual orientation.

PARCEL QUEST further assures that it will abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1974, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, and other applicable federal and state laws to ensure that employment practices and the delivery of services are non-discriminatory. Under this requirement, CONTRACTOR shall not discriminate on the basis of race, color, national origin, political affiliation, religion, marital status, sex, age or handicap.

3. HOLD HARMLESS/INDEMNIFICATION:

A. PARCELQUEST shall indemnify, defend and hold harmless COUNTY and its officers, officials, employees, and volunteers, from any and all claims, demands, losses, damages, and liabilities of any kind or nature, including attorney's fees, which are caused by any negligent or willful acts of misconduct or omissions (either directly or through or by its officers, agents or employees) in connection with PARCEL QUEST'S duties and obligations under this Agreement and any amendments hereto.

B. COUNTY shall indemnify, defend and hold harmless PARCELQUEST and its officers, officials, employees, and volunteers, from any and all claims, demands, losses, damages, and liabilities of any kind or nature, including attorney's fees, which are caused by any negligent or willful acts of misconduct or omissions (either directly or through or by its officers, agents or employees) in connection with COUNTY'S duties and obligations under this Agreement and any amendments hereto.

C. Notwithstanding Paragraphs A and B, in the event that PARCELQUEST and COUNTY are both held to be negligently or willfully responsible, PARCELQUEST and COUNTY will bear their proportionate share of liability as

determined in any such proceeding. Each side will bear their own costs and attorney fees.

- D. Acceptance of insurance, if required by this Agreement, does not relieve PARCELQUEST from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by PARCEL QUEST'S operations regardless of if any insurance is applicable or not.

4. INSURANCE REQUIREMENTS:

- A. THIS CONTRACT SHALL NOT BE EXECUTED BY COUNTY and the PARCEL QUEST is not entitled to any rights, unless certificates of insurances, or other sufficient proof that the following provisions have been complied with, and such certificate(s) are filed with the Clerk of the Humboldt County Board of Supervisors.
- B. Without limiting PARCELQUEST'S indemnification obligations provided for herein, PARCELQUEST shall take out and maintain and shall require any of its subParcel Quests to take out and maintain, throughout the period of this Agreement and any extended term thereof, the following policies of insurance placed with insurers authorized to do business in California and with a current A.M. Bests rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of PARCELQUEST, its agents, officers, directors employees, licensees, invitees, assignees or subcontractors:
 - 1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), in an amount of \$1,000,000 per occurrence for any one incident, including, personal injury, death and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate shall be twice the required occurrence limit.
 - 2. Automobile and liability coverage in the minimum amount of one million dollars (\$1,000,000) combined single limit coverage including, but not limited to, owned, non-owned, leased and hired vehicles and trucks. Said coverage shall be at least as broad as Insurance Service Office Form Code 1 (any auto).
 - 3. Workers Compensation Insurance compensation coverage, if required by California Law, and in accordance with the statutory limits set forth therein. Said policy shall contain or be endorsed to contain a waiver of subrogation against COUNTY, its officers, agents, and employees. Employers Liability coverage in a minimum amount of one million dollars (\$1,000,000) per accident for bodily injury and disease.
 - 4. Professional liability insurance/errors and omission coverage in an amount no less than \$1,000,000 combined single limit (CSL). If insurance is written on a claim made basis, PARCEL QUEST agrees to maintain such insurance in effect for at least three (3) years following completion of performance under this Agreement.

5. Insurance Notices:

County of Humboldt
Attn: Risk Management
825 5th Street, Room 131
Eureka, CA 95501

- C. Special Insurance Requirements. Said policies shall unless otherwise specified herein be endorsed with, the following provisions
1. The Comprehensive General Liability Policy shall provide that the COUNTY, its officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by or on behalf of PARCELQUEST. The coverage shall contain no special limitations on the scope of protection afforded to the COUNTY, its officers, officials, employees, and volunteers. Said policy shall also contain a provision stating that such coverage:
 - a. Includes contractual liability.
 - b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to "XCU Hazards".
 - c. Is primary insurance as regards to County of Humboldt.
 - d. Does not contain a pro-rata, excess only, and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insureds clause.
 2. The policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY and in accordance with the Notice provisions set forth under Section 13. It is further understood that PARCELQUEST shall not terminate such coverage until it provides COUNTY with proof satisfactory to COUNTY that equal or better insurance has been secured and is in place.
 3. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.
 4. For claims related to this project, the PARCELQUEST'S insurance is primary coverage to the COUNTY, and any insurance or self-insurance programs maintained by the COUNTY are excess to PARCELQUEST'S insurance and will not be called upon to contribute with it.
 5. Any failure to comply with reporting or other provisions of the Parties, including breach of warranties, shall not affect coverage provided to COUNTY, its officers, officials, employees, and volunteers.
 6. PARCELQUEST shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement by COUNTY. The endorsements shall be on forms as approved by the COUNTY'S Risk Manager or COUNTY Counsel. Any deductible or self-insured retention over \$100,000 shall be disclosed to and approved by COUNTY. If PARCELQUEST does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this Agreement, take out the necessary insurance, and PARCELQUEST agrees to pay the cost of

said insurance. COUNTY is also hereby authorized with the discretion to deduct the cost thereof from the monies owed to PARCEL QUEST under this Contract.

7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered and PARCELQUEST shall be required to purchase additional coverage to meet the aggregate limits set forth above.