

ADDENDUM “C” – INSURANCE PROVISIONS
to
WASCO COUNTY PERSONAL SERVICES AGREEMENT

THIS ADDENDUM “B” is made a part of that certain agreement between Wasco County, an Oregon political subdivision (“County”), and TK Elevator Corporation. (“Contractor”) dated November 1, 2023 (the “Agreement”). The following terms are hereby incorporated into the Agreement:

1. Insurance. Contractor shall provide all insurance called for below under the heading “Insurance Coverage Required.” As evidence of the insurance coverages required by the Agreement, the Contractor shall furnish a certificate of insurance to County. The certificate will specify parties who are Additional Insured and must include a notice provision regarding cancellations. Insurance coverages required under the Agreement shall be obtained from insurance companies authorized to do business in the State of Oregon.

2. Insurance Coverage Required. Contractor shall not commence any work until Contractor obtains, at Contractor’s own expense, all required insurance as specified below. Such insurance must have the approval of Wasco County as to limits, form and amount. The types of insurance Contractor is required to obtain or maintain for the full period of the Agreement will be:

- a. **COMMERCIAL GENERAL LIABILITY** insurance coverage with a combined single limit of not less than \$2,000,000 for personal injury, bodily injury, advertising injury, property damage, premises, operations, products, completed operations and contractual liability. The insurance coverages provided for herein must be endorsed as primary and non-contributory to any insurance of County, its officers, employees or agents. Each such policy obtained by Contractor shall provide that the insurer shall defend any suit against the named insured and the additional insureds, their officers, agents, or employees, even if such suit is frivolous or fraudulent and then only to the extent any damages covered by the policy are determined to be caused by Contractor’s acts, actions, omissions or neglects and shall not apply to the extent caused by the additional insured’s own acts, actions, omissions, or neglects or are the subject of bare allegations. Such insurance shall provide County with the right, but not the obligation, to engage its own attorney for the purpose of defending any legal action against County, its officers, agents, or employees, and that Contractor shall indemnify County for costs and expenses, including reasonable attorneys’ fees, incurred or arising out of the defense of such action. The policy shall be endorsed to name Wasco County, its officers, agents, employees and volunteers as an additional insured. The Contractor shall supply its standard additional insured manuscript endorsement where required. . The Contractor shall provide additional coverage based on any outstanding claim(s) made against policy limits to ensure that minimum insurance limits required by the County are maintained. The additional insurance protection shall extend equal protection to County as to Contractor or subcontractors and shall not be limited to vicarious liability only or any similar limitation. To the extent any aspect of this Paragraph shall be deemed unenforceable, then the additional insurance protection to County shall be narrowed to the maximum amount of protection allowed by law.
- b. **AUTOMOBILE LIABILITY** insurance coverage with a combined single limit of not less than one million \$1,000,000 for bodily injury and property damage resulting from operation of a motor vehicle. Commercial Automobile Liability Insurance shall provide coverage for any motor vehicle driven by or on behalf of Contractor during the course of providing Services under the Agreement. Commercial Automobile Liability is required for contractors that own business vehicles registered to the business. Examples include: plumbers, electricians or construction contractors. An example of an acceptable personal automobile policy is a contractor who is a sole proprietor that does not own vehicles registered to the business.
- c. **WORKERS’ COMPENSATION AND EMPLOYER’S LIABILITY** as statutorily required for persons performing work under the Agreement. Any subcontractor hired by Contractor shall also carry Workers’ Compensation and Employers’ Liability coverage.

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- d. **ADDITIONAL INSURED PROVISIONS.** The Commercial General Liability Insurance and other policies the County deems necessary shall include the County as an additional insured with respect to the Agreement. Notwithstanding anything to the contrary, such additional insured coverage shall only apply to the extent any damages covered by the policy are determined to be caused by Contractor’s acts, actions, omissions or neglects and shall not apply to the extent caused by the additional insured’s own acts, actions, omissions, or neglects or are the subject of bare allegations .
- e. **SUBROGATION.** Contractor grants Waiver of Subrogation to the County, its officers, agents, employees and volunteers for any claims arising out of Contractor’s work or service shall be limited to the extent any claim is caused by Contractor. Contractor also grants to County on behalf of any insurer providing coverage to either Contractor or County with respect to the work or services of Contractor a waiver of any right to subrogation which any insurer or Contractor may acquire against County by virtue of the payment of any loss under such insurance coverage.
- f. **NOTICE OF CANCELLATION.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the County. Any failure to comply with this provision will not affect the insurance coverage provided to the County. The certificates of insurance provided to the County shall state that the insurer shall endeavor to provide 30 days’ notice of cancellation to the County.
- g. **CERTIFICATES OF INSURANCE.** As evidence of the insurance coverage required by the Agreement, the Contractor shall furnish a Certificate of Insurance to the County. No contract shall be effected until the required certificates have been received and approved by the County. The certificate will specify and document all provisions within the Agreement. A renewal certificate will be sent to the above address no less than 10 days prior to coverage expiration.
- h. **PRIMARY COVERAGE CLARIFICATION.** The parties agree that Contractor’s coverage shall be primary to the extent permitted by law. The parties further agree that other insurance maintained by the County is excess and not contributory insurance with the insurance required in this section.

The procuring of required insurance shall not be construed to limit Contractor’s liability under the Agreement. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury, or loss caused by negligence or neglect connected with the Agreement.