



December 7, 2018

TO: HOLDERS LIST

**SUBJECT: Workers' Compensation Claims Administration
CONTRACT NO. 071018**

ADDENDUM NUMBER #02

This addendum is issued to add, remove, clarify and amend the following:

ATTACHMENT B

A. Port of Tacoma Terms & Conditions-Personal Services Agreement

11. Insurance - Assumption of Risk

- b) ~~With respect to claims other than professional liability claims, Consultant and its subconsultants agree to defend, indemnify and hold harmless the Port of Tacoma, its appointed and elective officers and its employees from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatever kind and nature, including attorney fees and costs by reason of any and all claims and demands on it, its officers and employees, arising from the negligent acts, errors or omissions by the Consultant in the performance of the Consultant's professional services.~~ **The Port will indemnify, defend and hold harmless the Consultant, its officers, directors, employees, and agents, from all claims, losses, damages, costs, liability or expenses, including attorneys' fees, caused by or resulting from the negligence or willful misconduct of the Port, its officers, directors, employees, insureds or agents, to the extent permitted by law.**
- c) ~~With respect to professional liability claims only, Consultant and its subconsultants agree to indemnify and hold harmless the Port of Tacoma, its appointed and elective officers and its employees from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatever kind and nature, including attorney fees and costs by reason of any and all claims and demands on it, its officers and employees, arising from the negligent acts, errors or omissions by the Consultant in the performance of the Consultant's professional services.~~ **The Consultant will indemnify, defend and hold harmless the Port, its officers, directors, employees, and agents, from all claims, losses, damages, costs, liability or expenses, including attorney's fees caused by or resulting solely from the negligence or willful misconduct of the Consultant, its directors, officers or agents, to the extent permitted by law, however the parties agree that the Consultant, its directors, officers, agents or employees, will not be liable to the Port or any third party for claims arising from the Consultant's performance under this Agreement in those cases where the Consultant acted at the request of or with the consent of the Port.**