

**TASK ASSIGNMENT #2022-01**

Pursuant to Interlocal Agreement 05-200, dated July 18, 2005

THIS AGREEMENT, made and entered into pursuant to authority of R.C.W. 39.34.080 and in conformance with R.C.W. 43.09.210, this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between LEWIS COUNTY, Washington, a political subdivision of the State of Washington, hereinafter referred to as the "County", and the City of Tacoma, Tacoma Public Utilities, (dba) Tacoma Power, a municipal corporation, hereinafter referred to as the "Municipality," WITNESSETH:

IT IS HEREBY COVENANTED AND AGREED as follows:

1. The Municipality requests that the County perform the work listed below at a time and in a manner convenient to the County and hereby guarantees reimbursement to the county for all work done based upon the County's Estimate for Reimbursable Work, attached hereto as exhibit "A" for a total value of **\$63,250.00**, plus a 5% Administration Charge of **\$3,162.50**, for a total of **\$66,412.50**. The County will provide any and all labor and material and administration necessary and incidental to perform all items of work as follows:

A. *One application of liquid asphalt and rock chips to the length of the Haul Road, from Bridge 108 near Taidnapam Park, northerly to Kosmos Road, approximately 20,700-feet in length, 10-foot wide (outbound lane), for an approximate total of approximately 23,000 square yards.*

2. The Municipality hereby agrees to reimburse the Public Works Department of the County for all work done, based upon the actual cost of labor, equipment rental, and materials used, and upon administrative services associated with the maintenance and construction work involved, reflected by exhibit "A" attached hereto.

3. The Municipality certifies and warrants that it has the legal authority to accomplish this work with its own forces at the location herein specified, and has legal access thereto, but in fact has insufficient manpower/equipment to accomplish this work.

4. It is understood and agreed that all reimbursable work as provided for hereto shall be accomplished only and if such work does not interrupt or interfere with the County Road Division's regular schedule, and should such reimbursable work not be accomplished prior to December 31, 2022, any and all obligation to provide same shall terminate.

5. It is understood and agreed between the parties hereto that to the extent allowed by RCW 4.24.115, the Municipality, agrees to protect, defend, indemnify and hold harmless the County, its commissioners, agents, departments and employees against any and all liabilities, claims, damages,

penalties, actions, costs and expenses (including reasonable attorney's fees) which may arise for any reason as a result of the performance of this Agreement by the County, except insofar as any obligation or responsibility is imposed upon the County by statute.

6. This Task Assignment assumes that all work required will be performed by County forces exclusively.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

**ATTEST:**

**BOARD OF COUNTY COMMISSIONERS  
LEWIS COUNTY, WASHINGTON**

\_\_\_\_\_  
Rieva Lester, Clerk of the Board  
of County Commissioners

\_\_\_\_\_  
Lindsey R. Pollock, Chair

**APPROVED AS TO FORM:**

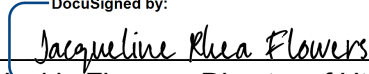
\_\_\_\_\_  
Sean D. Swope, Vice Chair

Jonathan L. Meyer,  
Prosecuting Attorney

\_\_\_\_\_  
F. Lee Grose, Commissioner

By: \_\_\_\_\_  
Deputy Prosecuting Attorney

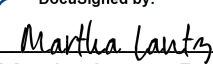
**CITY OF TACOMA**

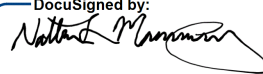
DocuSigned by:  
  
\_\_\_\_\_  
Jackie Flowers, Director of Utilities

DocuSigned by:  
  
\_\_\_\_\_  
Chris Mattson, Generation Manager

DocuSigned by:  
  
\_\_\_\_\_  
Andrew Cherullo, Finance Director

**APPROVED AS TO FORM:**

DocuSigned by:  
  
\_\_\_\_\_  
Martha Lantz, Deputy City Attorney

DocuSigned by:  
  
\_\_\_\_\_  
BC37834CDEF043E...  
Nathan Manning

Civil Engineering Manager

DS  


Stephen Fairchild

Power Engineer IV



**Josh Metcalf, P.E.**  
**Director**

**Tim D. Fife, P.E.**  
**County Engineer**

## Department of Public Works

Administration • Engineering Services • Traffic • Road Maintenance • Real Estate Services • Waste Management

Tacoma Power  
 Task Assignment #2022-01

### **EXHIBIT A**

County Estimate for Reimbursable Work - Chip Sealing

Road	Description	Areas	Length	Width	Sq Yards	Rock size	Cost / Sq Yd	Estimate
Haul Road	Chip Seal - One application liquid asphalt and rock chips	1	20,700	10.0	23,000	3/8" - #10	\$2.75	\$63,250.00

**Description:** One application of liquid asphalt and rock chips to the length of the Haul Road, from Bridge 108 near Taidnapam Park, northerly to Kosmos Road, approximately 20,700-feet in length, 10-feet wide (outbound lane), for an approximate total of approximately 23,000 square yards.

Chip Seal  
 Total Square Yardage - 23,000

This estimate includes brooming of the road.

Subtotal -	\$63,250.00
5% Administrative Charge -	\$3,162.50
<b>Total -</b>	<b>\$66,412.50</b>

Prepared By: \_\_\_\_\_

Checked By: \_\_\_\_\_

2025 NE Kresky Avenue, Chehalis WA 98532 • 360-740-1123 • Fax: 360-740-1479 • TDD: 360-740-1480

[www.lewiscountywa.gov](http://www.lewiscountywa.gov)



# CITY OF TACOMA

## INSURANCE REQUIREMENTS FOR CONTRACTS

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The Contractor (Contractor) shall maintain at least the minimum insurance set forth below. By requiring such minimum insurance, the City of Tacoma shall not be deemed or construed to have assessed the risk that may be applicable to Contractor under this Contract. Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

### 1. GENERAL REQUIREMENTS

The following General Requirements apply to Contractor and to Subcontractor(s) of every tier performing services and/or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following insurance requirements applicable to Contractor and Contractor's Subcontractor(s):

- 1.1. City of Tacoma reserves the right to approve or reject the insurance provided based upon the insurer, terms and coverage, the Certificate of Insurance, and/or endorsements.
- 1.2. Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by City of Tacoma.
- 1.3. Contractor shall keep this insurance in force during the entire term of the Contract and for Thirty (30) calendar days after completion of all work required by the Contract, unless otherwise provided herein.
- 1.4. Insurance policies required under this Contract that name "City of Tacoma" as Additional Insured shall:
  - 1.4.1. Be considered primary and non-contributory for all claims.
  - 1.4.2. Contain a "Separation of Insured provision and a "Waiver of Subrogation" clause in favor of City of Tacoma.
- 1.5. Section 1.4 above does not apply to contracts for purchasing supplies only.
- 1.6. Verification of coverage shall include:
  - 1.6.1. An ACORD certificate or equivalent.
  - 1.6.2. Copies of all endorsements naming the City of Tacoma as additional insured and showing the policy number.
  - 1.6.3. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements – actual endorsements must be submitted.
- 1.7. Liability insurance policies, with the exception of Professional Liability and Workers' Compensation, shall name the City of Tacoma and its officers, elected officials, employees, agents, and authorized volunteers as additional insured.
  - 1.7.1. No specific person or department should be identified as the additional insured.
  - 1.7.2. All references on certificates of insurance and endorsements shall be listed as "City of Tacoma".
  - 1.7.3. The City of Tacoma shall be additional insured for both ongoing and completed operations using Insurance Services Office (ISO) form CG 20 10 04 13 and CG 20



# CITY OF TACOMA

## INSURANCE REQUIREMENTS FOR CONTRACTS

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37 04 13 or the equivalent for the full available limits of liability maintained by the Contractor irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract and irrespective of whether the Certificate of Insurance describes limits lower than those maintained by the Contractor.

- 1.8. Contractor shall provide a Certificate of Insurance for each policy of insurance meeting the requirements set forth herein when Contractor provides the signed Contract for the work to City of Tacoma. Contractor shall provide copies of any applicable Additional Insured, Waiver of Subrogation, and Primary and Non-contributory endorsements. Contract or Permit number and the City Department must be shown on the Certificate of Insurance.
- 1.9. Insurance limits shown below may be written with an excess policy that follows the form of an underlying primary liability policy or an excess policy providing the required limit.
- 1.10. Liability insurance policies shall be written on an "occurrence" form, except for Professional Liability/Errors and Omissions, Pollution Liability, and Cyber/Privacy and Security
- 1.11. If coverage is approved and purchased on a "Claims-Made" basis, Contractor warrants continuation of coverage, either through policy renewals or by the purchase of an extended reporting period endorsement as set forth below.
- 1.12. The insurance must be written by companies licensed or authorized in the State of Washington pursuant to RCW 48 with an (A-) VII or higher in the A.M. Best's Key Rating Guide [www.ambest.com](http://www.ambest.com).
- 1.13. Contractor shall provide City of Tacoma notice of any cancellation or non-renewal of this required insurance within Thirty (30) calendar days.
- 1.14. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract, otherwise it shall constitute a material breach of the Contract, upon which City of Tacoma may, after giving Five (5) business day notice to Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith; with any sums so expended to be repaid to City of Tacoma by Contractor upon demand, or at the sole discretion of City of Tacoma, offset against funds due Contractor from City of Tacoma.
- 1.15. Contractor shall be responsible for the payment of all premiums, deductibles and self-insured retentions, and shall indemnify and hold the City of Tacoma harmless to the extent such a deductible or self-insured retained limit may apply to the City of Tacoma as an additional insured. Any deductible or self-insured retained limits in excess of Twenty Five Thousand Dollars (\$25,000) must be disclosed and approved by City of Tacoma Risk Manager and shown on the Certificate of Insurance.
- 1.16. City of Tacoma reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services has changed.



# CITY OF TACOMA

## INSURANCE REQUIREMENTS FOR CONTRACTS

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- 1.17. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made by City of Tacoma to Contractor.
- 1.18. Insurance coverages specified in this Contract are not intended and will not be interpreted to limit the responsibility or liability of Contractor or Subcontractor(s).
- 1.19. Failure by City of Tacoma to identify a deficiency in the insurance documentation provided by Contractor or failure of City of Tacoma to demand verification of coverage or compliance by Contractor with these insurance requirements shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- 1.20. If Contractor is a State of Washington or local government and is self-insured for any of the above insurance requirements, a certification of self-insurance shall be attached hereto and be incorporated by reference and shall constitute compliance with this Section.

## 2. CONTRACTOR

As used herein, "Contractor" shall be the Supplier(s) entering a Contract with City of Tacoma, whether designated as a Supplier, Contractor, Vendor, Proposer, Bidder, Respondent, Seller, Merchant, Service Provider, or otherwise.

## 3. SUBCONTRACTORS

It is Contractor's responsibility to ensure that each subcontractor obtain and maintain adequate liability insurance coverage. Contractor shall provide evidence of such insurance upon City of Tacoma's request.

## 4. REQUIRED INSURANCE AND LIMITS

The insurance policies shall provide the minimum coverages and limits set forth below. Providing coverage in these stated minimum limits shall not be construed to relieve Contractor from liability in excess of such limits.

### 4.1 Commercial General Liability Insurance

Contractor shall maintain Commercial General Liability Insurance policy with limits not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) annual aggregate. The Commercial General Liability Insurance policy shall be written on an Insurance Services Office form CG 00 01 04 13 or its equivalent. Products and Completed Operations shall be maintained for a period of three years following Substantial Completion of the Work related to performing construction services.

This policy shall include product liability especially when a Contract solely is for purchasing supplies. The Commercial General Liability policy shall be endorsed to include:

- 4.1.1 A per project aggregate policy limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.

### 4.2 Commercial (Business) Automobile Liability Insurance

Contractor shall maintain Commercial Automobile Liability policy with limits not less than One Million Dollars (\$1,000,000) each accident for bodily injury and property damage and bodily injury and property damage coverage for owned (if any), non-owned, hired, or leased vehicles. Commercial Automobile Liability Insurance shall be written using ISO form CA 00 01 or



# CITY OF TACOMA

## INSURANCE REQUIREMENTS FOR CONTRACTS

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equivalent. Contractor must also maintain an MCS 90 endorsement or equivalent and a CA 99 48 endorsement or equivalent if "Pollutants" are to be transported.

### 4.3 Workers' Compensation

Contractor shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington, as well as any other similar coverage required for this work by applicable federal laws of other states. The Contractor must comply with their domicile State Industrial Insurance laws if it is outside the State of Washington.

### 4.4 Employers' Liability Insurance

Contractor shall maintain Employers' Liability coverage with limits not less than One Million Dollars (\$1,000,000) each employee, One Million Dollars (\$1,000,000) each accident, and One Million Dollars (\$1,000,000) policy limit.

### 4.5 Pollution Liability Insurance

Contractor shall maintain a Pollution Liability or Environmental Liability Insurance providing coverage, including investigation and defense costs, for bodily injury and property damage, including loss of use of damaged property or of property that has been physically damaged or destroyed.

Such coverage shall provide both on-site and off-site cleanup costs and cover gradual and sudden pollution, and include in its scope of coverage the City of Tacoma damage claims for loss arising out of Contractor's work with limits not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) aggregate.

This policy shall include Environmental Resource Damage coverage and Hazardous Substance Removal. If such coverage is provided on a "claims-made" basis, the following additional conditions must be met:

4.5.1 The policy must contain no retroactive date, or the retroactive date must precede the commencement date of this Contract.

4.5.2 The extended reporting period (tail) must be purchased to cover a minimum of Six (6) years beyond completion of work.

### 4.6 Other Insurance

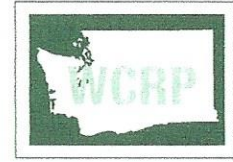
Other insurance may be deemed appropriate to cover risks and exposures related to the scope of work or changes to the scope of work required by City of Tacoma. The costs of such necessary and appropriate Insurance coverage shall be borne by Contractor.



## WASHINGTON COUNTIES RISK POOL

2558 R.W. Johnson Road SW, Suite 106  
Tumwater, Washington 98512-6103

Created by Counties for Counties



June 28, 2022

City of Tacoma  
Tacoma Power

RE: **Notice to Certificate of Membership Holder**  
**Member County:** Lewis County  
**Effective Dates:** October 1, 2021 – September 30, 2022

Dear Certificate Holder:

The Member County listed above and on the attached Certificate of Membership is a member of the Washington Counties Risk Pool (WCRP), a group of Washington counties that have come together under an interlocal agreement as permitted under RCW 48.62 to group self-insure for liability coverage.

The WCRP and its participating members group purchase re-insurance and excess liability insurance, and the self-insured retention of the WCRP is completely self-funded by the membership. The WCRP is not an insurance company and therefore cannot name other entities, organizations, or individuals as an "additional insured."

However, the WCRP and its reinsurers provide contractual coverage to its members and will extend protection to those parties that the Member County has contractually agreed to indemnify. Coverage is subject to all the terms, conditions, exclusions, definitions, and limits of liability in the current WCRP Memorandum of Liability Coverage document.

We hope that this satisfies the requirement that Lewis County name your organization as an additional insured.

Sincerely,



Derek C. Bryan, Executive Director  
Washington Counties Risk Pool



**CERTIFICATE OF MEMBERSHIP IN THE WASHINGTON COUNTIES RISK POOL**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE JOINT SELF-INSURANCE LIABILITY COVERAGE AFFORDED BY THE WASHINGTON COUNTIES RISK POOL

**MEMBER COUNTY:**

Lewis County, Washington  
Attn: Aimee Albright  
351 NW North Street  
Chehalis, WA 98532-1900

**Liability Coverage Afforded by the:**

Washington Counties Risk Pool  
2558 R W Johnson Rd SW, Suite 106  
Tumwater, WA 98512-6103

Lewis County (the "County") is a member of the Washington Counties Risk Pool (the "Pool"), as authorized by RCW 48.62.031, and the County is covered by the Pool's Joint Self-Insurance Liability Program. The Pool's Joint Self-Insurance Liability Program was created by interlocal cooperative agreement amongst the Pool's member counties to share risks by "jointly, self-insuring" certain third-party liabilities. The Pool is **NOT** an insurance company. Claims that are covered under a Memorandum of Liability Coverage ("MLC") from the Pool and were submitted under Chapter 4.96 RCW ("*Actions against political subdivisions, municipal and quasi-municipal corporations*") against the County, its employees, officers, volunteers and agents and/or actions in connection with or incidental to the performance of an agreement/contract which the County and/or its officers, employees or volunteers are found to be liable for will be paid by the Pool and/or the County.

**MLC NUMBER:**

20212022RISKPOOL-LWCO

**MLC EFFECTIVE DATE:**

October 1, 2021

**MLC EXPIRATION DATE:**

October 1, 2022

**LIMITS OF LIABILITY EACH OCCURRENCE****BI AND PD COMBINED:**

\$10,000,000

**TYPES OF LIABILITY****COVERAGE AFFORDED:**General Liability**Including:**

Bodily Injury  
Personal Injury  
Property Damage  
Errors and Omissions/Professional  
Advertising Injury

Automobile Liability**DESCRIPTION OF OPERATIONS/LOCATION/VEHICLE****CANCELLATION**

2022 Chipseal Agreement

SHOULD THE ABOVE DESCRIBED MLC BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUER WILL ENDEAVOR TO PROVIDE THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION NOR LIABILITY OF ANY KIND UPON THE ISSUER OR ITS AGENTS OR REPRESENTATIVES.

During the MLC Period 10/1/21 - 10/1/22

**CERTIFICATE HOLDER:****ISSUE DATE:**

June 28, 2022

City of Tacoma  
Tacoma Power



Finance &amp; Operations Analyst