

TASK ASSIGNMENT #2023-01

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 **20th day of July, 2023**, 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 **\$71,937.33**, plus a 5% Administration Charge of **\$3,596.87**, for a total of **\$75,534.20**. 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 3.8 miles of the outbound lane of the Haul Road.*
 - B. *Traffic striping at various Tacoma Power facilities.*
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, 2023, 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

Sean D. Swope, Chair

APPROVED AS TO FORM:

Jonathan L. Meyer,
Prosecuting Attorney

Scott J. Brummer, Vice Chair

Lindsey R. Pollock, DVM, Commissioner

By: _____
Deputy Prosecuting Attorney

CITY OF TACOMA

DocuSigned by:

Jacqueline Rhea Flowers

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Jackie Flowers, Director of Utilities

DocuSigned by:

Christopher Mattson

94286F1557A74A2...
Chris Mattson, Generation Manager

DocuSigned by:

Andrew Cherullo

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Andrew Cherullo, Finance Director

APPROVED AS TO FORM:

DocuSigned by:

Martha Lantz

E45E67FC132243D...
Martha Lantz, Deputy City Attorney

(City of Tacoma use only)

Approved By:  Nathan Manning

Approved By:  Stephen Fairchild



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 #2023-01

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	20,064	11	24,523	3/8"- #10	\$2.75	\$67,437.33
Location	Item Description	Quantity	Unit	Unit Cost		Estimate		
Various (See Description)	Traffic Striping - includes materials, equipment, and labor	1	Lump Sum	\$	4,500.00	\$	4,500.00	

Description: One application of liquid asphalt and rock chips, and traffic striping to roads as listed in Tacoma Power's Chipseal and Road Striping list (attached)

Chip Seal
Total Square Yardage - 24,523

This estimate includes brooming of the road.

Subtotal -	\$71,937.33
5% Administrative Charge -	\$3,596.87
<u>Total -</u>	<u>\$75,534.20</u>

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



CITY OF TACOMA

INSURANCE REQUIREMENTS FOR CONTRACTS

This Insurance Requirements shall serve as an attachment and/or exhibit form to the Contract. The Agency entering a Contract with City of Tacoma, whether designated as a Supplier, Contractor, Vendor, Proposer, Bidder, Respondent, Seller, Merchant, Service Provider, or otherwise referred to as "Contractor".

1. GENERAL REQUIREMENTS

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

- 1.1. Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the City of Tacoma.
- 1.2. Contractor shall keep in force during the entire term of the Contract, at no expense to the City of Tacoma, the insurance coverage and limits of liability listed below and for Thirty (30) calendar days after completion of all work required by the Contract, unless otherwise provided herein.
- 1.3. Liability insurance policies, except for Professional Liability and Workers' Compensation, shall:
 - 1.3.1. Name the City of Tacoma and its officers, elected officials, employees, and agents as **additional insured**
 - 1.3.2. Be considered primary and non-contributory for all claims with any insurance or self-insurance or limits of liability maintained by the City of Tacoma
 - 1.3.3. Contain a "Waiver of Subrogation" clause in favor of City of Tacoma
 - 1.3.4. Include a "Separation of Insureds" clause that applies coverage separately to each insured and additional insured
 - 1.3.5. Name the "City of Tacoma" on certificates of insurance and endorsements and not a specific person or department
 - 1.3.6. Be for both ongoing and completed operations using Insurance Services Office (ISO) form CG 20 10 04 13 and CG 20 37 04 13 or the equivalent
 - 1.3.7. Be satisfied by a single primary limit or by a combination of a primary policy and a separate excess umbrella
- 1.4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements below. Verification of coverage shall include:
 - 1.4.1. An ACORD certificate or equivalent
 - 1.4.2. Copies of requested endorsements
- 1.5. Contractor shall provide to City of Tacoma Procurement & Payable Division, prior to the execution of the Contract, Certificate(s) of Insurance and endorsements from the insurer certifying the coverage of all insurance required herein. Contract or Permit number and the City of Tacoma Department must be shown on the Certificate of Insurance.
- 1.6. A renewal Certificate of Insurance shall be provided electronically prior to coverage



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

expiration via email sent annually to coi@cityoftacoma.org.

- 1.7. Contractor shall send a notice of cancellation or non-renewal of this required insurance within Thirty (30) calendar days to coi@cityoftacoma.org.
- 1.8. "Claims-Made" coverages, except for pollution coverage, shall be maintained for a minimum of three years following the expiration or earlier termination of the Contract. Pollution coverage shall be maintained for six years following the expiration of the Contract. The retroactive date shall be prior to or coincident with the effective date of the Contract.
- 1.9. Each insurance policy must be written by companies licensed or authorized (or issued as surplus line by Washington surplus line broker) in the State of Washington pursuant to RCW 48 with an (A-) VII or higher in the A.M. Best key rating guide.
- 1.10. Contractor shall not allow any insurance to be cancelled, voided, suspended, or reduced in coverage/limits, or lapse during any term of this Contract. Otherwise, it shall constitute a material breach of the Contract.
- 1.11. 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.
- 1.12. 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 changes.
- 1.13. All costs for insurance are included in the initial Contract and no additional payment will be made by City of Tacoma to Contractor.
- 1.14. 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).
- 1.15. Failure by City of Tacoma to identify a deficiency in the insurance documentation or to verify coverage or compliance by Contractor with these insurance requirements shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- 1.16. If Contractor is a government agency or self-insured for any of the above insurance requirements, Contractor shall be liable for any self-insured retention or deductible portion of any claim for which insurance is required. A certification of self-insurance shall be attached and incorporated by reference and shall constitute compliance with this Section.

2. SUBCONTRACTORS



CITY OF TACOMA

INSURANCE REQUIREMENTS FOR CONTRACTS

It is Contractor's responsibility to ensure that each subcontractor obtain and maintain adequate liability insurance coverage that applies to the service provided. Contractor shall provide evidence of such insurance upon City of Tacoma's request. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.

3. 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.

3.1 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. This policy shall be written on ISO form CG 00 01 04 13 or its equivalent and shall include product liability especially when a Contract is solely for purchasing supplies. It includes Products and Completed Operations for three years following the completion of work related to performing construction services. It shall be endorsed to include: A per project aggregate policy limit (using ISO form CG 25 03 05 09 or equivalent endorsement)

3.2 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 equivalent. Contractor must also maintain MCS 90 and CA 99 48 endorsements or equivalent if "Pollutants" are to be transported unless in-transit Pollution coverage is covered under required Contractor's Pollution Liability Insurance.

3.3 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. Contractor must comply with their domicile State Industrial Insurance laws if it is outside the State of Washington.

3.4 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.

3.5 Pollution Liability Insurance

Contractor shall maintain Pollution Liability or Environmental Liability Insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) in the aggregate. Coverage shall include investigation and defense costs for bodily injury and property damage, loss of use of damaged or destroyed property, Natural Resource Damage, and Hazardous Substance Removal. Such coverage shall provide both on-site and off-site cleanup costs, 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.

3.6 Other Insurance

Other insurance may be deemed appropriate to cover risks and exposures related to the scope



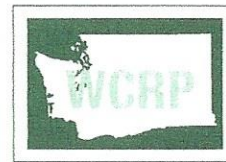
CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

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**

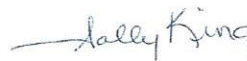
2022 Chipseal Agreement

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 & Operations Analyst