



STATE OF WASHINGTON
POLLUTION LIABILITY INSURANCE AGENCY

1015 10th Ave SE • PO Box 40930 • Olympia, Washington 98504-0930

(360) 586-5997 • (800) 822-3905 • FAX (360) 586-7187

www.plia.wa.gov

June 3, 2010

To Service Providers:

This letter provides formal notice to you that PLIA will be terminating the *current* Service Providers Agreement For Tank Removal; Disposal; Corrective Action; and Remediation of Contaminated Site Due to Release of Heating Oil As Defined in Chapter 70.149 RCW. PLIA will consider the termination of the Agreement effective as of July 6, 2010. PLIA would like to thank you and your organization for the work given over the years, and hopes that you will continue to work with PLIA under the terms of the *new* Service Provider Agreement for the State of Washington Heating Oil Pollution Liability Insurance Program.

A new list of Service Providers approved to perform corrective action in accordance with the provisions of WAC 374-70 will be developed from those providers who have entered into the new agreement with PLIA. The revised Service Provider Agreement provides greater clarity as to the requirements of a Service Provider under the Heating Oil Pollution Liability Insurance Program. If you agree to the provisions of the attached Service Provider Agreement for the State of Washington Heating Oil Pollution Liability Insurance Program, **please sign and return Section IV** to PLIA at the address shown below. Retain Section I thru III and the Exhibit for your own files.

Pollution Liability Insurance Agency
1015 – 10th Avenue SE
PO Box 40930
Olympia, Washington 98504-0930

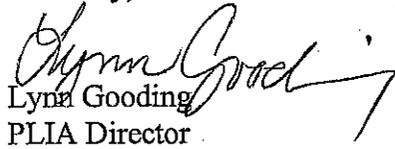
Failure to respond to this request by July 6, 2010 will mean your firm, company, or corporation will not appear on the updated list of Service Providers. However, when PLIA receives a signed copy of the Service Provider Agreement, your name will be added to the list of Service Providers at the time of the next update. Registration for Electronic Funds Transfer does not have to be completed by July 6, 2010. However, you will have to be registered before any further payments will be made by PLIA after July 6, 2010.



PLIA plans to update the list of Service Providers by July 13, 2010, and make the list available on PLIA's website.

Thank you for your work with PLIA and we hope to continue this relationship. Please let me know if you have any questions.

Sincerely,



Lynn Gooding
PLIA Director

**SERVICE PROVIDER AGREEMENT
FOR THE STATE OF WASHINGTON
HEATING OIL POLLUTION LIABILITY INSURANCE PROGRAM**

**SECTION I
DEFINITIONS**

1. **Change Order.** A form to provide for change or deviation from the approved Scope of Work Proposal.
2. **Claim.** A demand made by the insured, or the insured's representative, for payment of the benefits provided under the heating oil pollution liability insurance program.
3. **Contract.** An agreement between two or more competent parties with the elements of the agreement being offered, acceptance and consideration.
4. **Contractor.** An individual, company, corporation, firm or combination thereof with whom the insured enters into a contract for providing goods and/or services as defined in Section I, item 13, of this Agreement.
5. **Corrective action.** Those actions reasonably required to be undertaken by the insured to remove, treat, neutralize, contain, or clean up an accidental release in order to comply with a statute, ordinance, rule, regulation, directive, order, or similar legal requirement, in effect at the time of an accidental release, of the United States, the state of Washington, or a political subdivision of the United States or the state of Washington. "Corrective action" includes, where agreed to in writing, in advance by the insurer, action to remove, treat, neutralize, contain, or clean up an accidental release to avert, reduce, or eliminate the liability of the insured for corrective action, bodily injury, or property damage. "Corrective action" also includes actions reasonably necessary to monitor, assess, and evaluate an accidental release.
 - (a) "Corrective action" does not include:
 - (i) Removal, replacement or repair of heating oil tanks or other receptacles, except reimbursement of new tank replacement costs in accordance with RCW 70.149.120;
 - (ii) Replacement or repair of piping, connections, and valves of tanks or other receptacles; or
 - (iii) Costs directly associated with tank removal.
6. **Heating Oil Pollution Liability Insurance Program ("Program").** This program provides corrective action coverage for heating oil tanks and connective pipes, whether above or below ground, or in a basement, used for space heating of human living or

working space on the premises where the tank is located. Decommissioned or abandoned heating oil tanks, or tanks used solely for industrial process heating purposes or generation of electrical energy are not covered under the program. The Program is governed by Chapter 70.149 RCW and Chapter 374-70 WAC.

7. **Heating Oil Tank Service Provider (“Service Provider”).** An independent contractor who contracts with an owner or operator to perform corrective action, including submitting reports to PLIA on behalf of the insured.
8. **Heating Oil Tank Service Provider List (“Service Provider List”).** A list published by PLIA of Service Providers who may perform heating oil tank removal and disposal, and corrective action in accordance with the provisions of Chapter 374-70 WAC. Service Providers who have signed the Service Provider Agreement, and abide by the conditions for the Agreement, may be included on the list.
9. **Insured.** The individual insured(s) who are heating oil tank owners registered for coverage under the heating oil pollution liability insurance program or the insured(s) authorized representative(s).
10. **Insurer.** The commercial insurance company providing pollution liability insurance to the insured under the heating oil pollution liability insurance program. PLIA is the reinsurer of the commercial insurance company and acts as the designated representative of the insurer for the heating oil pollution liability insurance program.
11. **Oversight.** PLIA and/or an authorized representative shall provide assistance for compliance with cleanup standards and the terms and conditions of the contract entered into between the Service Provider and the insured.
12. **Pollution Liability Insurance Agency (PLIA).** The Washington state pollution liability insurance agency established pursuant to chapter 70.148 RCW and chapter 70.149 RCW. PLIA shall also mean staff or employees of the pollution liability insurance agency.
13. **Proposal.** An offer to provide goods and/or services for tank removal, tank disposal and corrective action of a site contaminated with heating oil consisting of, but not limited to, kerosene, stove oil or diesel fuel.
14. **Scope of Work Proposal.** A form to provide the heating oil tank owner/operator and PLIA with documentation of the extent and elements of the corrective action, as well as the specific cost of the corrective action. The Scope of Work Proposal must be completed by the Service Provider prior to commencement of work at the site.
15. **Project Closeout/Cost Claim.** The form will provide the insured and PLIA with detailed receipts for costs. The Project Closeout/Cost Claim will be completed by the Service Provider.

SECTION II
TERMS AND CONDITIONS

1. **Superseding Agreement:** This Agreement fully supersedes and replaces the Service Provider Agreement for Tank Removal; Disposal; Corrective Action; and Remediation of Contaminated Site Due to Release of Heating Oil as Defined in Chapter 70.149 RCW.
2. **Governing Law:** This Agreement shall be governed as to performance, administration and interpretation by the laws of the State of Washington. The venue for legal action concerning this Agreement shall be the Superior Court for the State of Washington, County of Thurston.
3. **Entire Agreement:** This Agreement sets forth all of the duties and obligations between the Service Provider and PLIA and supersedes any and all prior or contemporaneous written agreements with respect to matters referred to in this Agreement.
4. **Amendments:** PLIA and the Service Provider may verbally agree to minor changes to this Agreement without formally amending the Agreement. Minor changes will be documented in writing by PLIA within seven (7) days of verbal agreement. Substantial changes to this Agreement shall require formal amendment of this Agreement. This Agreement may only be formally amended by the written consent of both PLIA and the Service Provider. The Service Provider shall submit a written request for amendment to PLIA for approval. PLIA shall indicate its approval or disapproval in writing and in a timely manner after the written request for amendment is received. Reasons for the disapproval of a proposed amendment to this Agreement will be stated in writing.
5. **Severability:** Any provision of this Agreement found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the document.
6. **Non-Waiver:** The failure by the insured or PLIA to require performance of any provision of this Agreement shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.
7. **Inquiries:** All questions related to the terms and/or contents of this Agreement shall be directed to the Director of PLIA. Inquires shall be in writing and shall reference the appropriate section and paragraph of this Agreement. Only questions answered by formal written addenda shall be binding. Oral interpretations shall be without legal effect.
8. **Legal Fees:** In any litigation, arbitration, or other proceeding by which PLIA seeks to enforce its rights under this Agreement or seeks a declaration of any rights or obligations under this Agreement and prevails, then PLIA shall be awarded its reasonable attorney fees, and costs and expenses incurred.

9. Heating Oil Tank Service Provider Not an Employee of PLIA: The Service Provider and his or her employees or agents performing under this Agreement shall not be, nor claim to be, employees of PLIA. The Service Provider shall not hold himself or herself out as, nor claim to be, an officer or employee of PLIA or of the state of Washington by reason hereof, nor will he or she make any claim of right, privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW.

10. Indemnification:

- a. To the fullest extent permitted by law, the Service Provider shall indemnify, defend, and hold harmless the State of Washington, PLIA, and all officials, agents and employees of the State, from and against all claims, demands, suits, actions, proceedings, losses, costs and damages of every kind and description, including any attorneys' fees and expenses, which may be brought or made against or incurred by the state on account of losses of or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reason of any act or omission, professional error, fault, mistake or negligence of the Service Provider, the Service Provider's employees, agents, representatives or subcontractors, their employees, agents or representatives in connection with or incidental to performance under this Agreement, or arising out of Worker's Compensation claims, Unemployment Compensation claims, Unemployment Disability Compensation claims or claims under similar such laws or obligations, by employees of the Service Provider and/or subcontractors.
- b. To the fullest extent permitted by law, the Service Provider shall indemnify, defend, and hold harmless the State of Washington, PLIA, and all officials, agents and employees of the State, from and against all claims, demands, suits, actions, proceedings, losses, costs and damages of every kind and description, including any attorneys' fees and expenses, which may be brought or made against or incurred by the state on a proceeding for patent, trademark, copyright, or franchise infringement arising from the purchase, installation or use of goods and/or services ordered.

11. Non-Discrimination Policy:

- a. During the performance of this Agreement and ensuing contracts, the Service Provider shall comply with PLIA's Non-Discrimination Policy (attached as Exhibit A) and shall comply with all federal and applicable state nondiscrimination laws, including but not limited to: Title VII of the Civil Rights Act, 42 U.S.C. 12101 et seq.; the Americans with Disabilities Act (ADA); and Title 49.60 RCW, Washington Law Against Discrimination.
- b. Requirements of PLIA's Non-Discrimination Policy are hereby incorporated by reference, including but not limited to, providing equal opportunity and access: for all persons without regard to ethnicity, gender, religion, creed, age, marital status, sexual orientation, Vietnam-era veteran status, or the presence of any physical, sensory, or mental disability.

- c. In addition to other requirements described herein, the Service Provider shall comply with Title VII of the Civil Rights Act, and shall not discriminate against and shall take affirmative action to ensure equality of treatment for any client, employee, or applicant for employment or services because of age, race, creed, color, religion, sex, ancestry, national origin, marital status, Vietnam era or disabled veteran status, or the presence of any mental, physical or sensory handicap with regard to but not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships and volunteers. Violation of this clause or any applicable affirmative action program shall subject the Service Provider to other penalties as elsewhere provided in state law.
- d. Non-discrimination in Client Services: The Service Provider shall not, on the grounds of race, color, sex, religion, national origin, creed, age or disability:
 - i. Deny an individual any services or other benefits provided under this agreement or any resultant contract with an owner or operator; or
 - ii. Provide any service(s) or other benefits to an individual which are different or provided in a different manner from those provided to others under this Agreement or any resultant contract with an owner or operator; or
 - iii. Subject an individual to unlawful segregation, separate treatment or discriminatory treatment in any manner related to the receipt of any service(s), and/or the use of the Service Provider's facilities or other benefits provided under this Agreement or any resultant contract with an owner or operator; or
 - iv. Deny any individual an opportunity to participate in any program provided by this Agreement, which is different than that afforded others under this Agreement. The Service Provider, in determining the types of services or other benefits to be provided, or the class of individuals to whom, or the situation in which such services or other benefits will be provided, or the class of individuals to be afforded an opportunity to participate in any services, or other benefits, will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, color, sex religion, national origin, creed, age or disability.
- e. Non-Compliance with Non-Discrimination Policy: In the event of the Service Provider's non-compliance or refusal to comply with any nondiscrimination law, regulation, policy, or PLIA's Non-Discrimination Policy, this Agreement may be rescinded, cancelled or terminated in whole or in part, and the Service Provider may be removed from the Service Provider List and declared ineligible for further contracts under the Program. In addition to the cancellation of this Agreement, the Service Provider may be subject to penalties under federal and state law. The Service Provider may cure this non-compliance and request reconsideration of termination of this Agreement in accordance with Section II.13 of this Agreement.

12. Compliance with Health and Safety, Environmental and Transportation Regulations: The Service Provider must comply with the conditions of relevant laws and any standards or regulations which are, or may be, promulgated thereunder. The Service Provider certifies that both services and items furnished under this Agreement will comply with such applicable laws, standards and regulations including, but not limited, to the following:
- a. Federal Occupational Safety and Health Act (OSHA), United States Code at Title 29, Chapter 15;
 - b. Federal Resource Conservation and Recovery Act (RCRA), 40 C.F.R. pts. 239-282;
 - c. Federal Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601–9675;
 - d. Washington Industrial Safety and Health Act (WISHA), Chapter 49.17 RCW;
 - e. Washington Waste 2 Resources Regulations, Chapter 173-304 WAC, Chapter 173-350;
 - f. Washington Hazardous Waste Management Act, Chapter 70.105 RCW;
 - g. Washington State Hazardous Waste Operations Regulations, Chapter 296-843 WAC;
 - h. Washington State Dangerous Waste Regulations, Chapter 173-303 WAC;
 - i. Washington State Model Toxics Control Act (MTCA), Chapter 70.105D RCW; and
 - j. Washington State Model Toxics Control Act — Cleanup Regulations, Chapter 173-340 WAC.

13. Termination of the Agreement

- a. The Service Provider may terminate this Agreement at any time by giving thirty (30) days written notice to PLIA.
- b. PLIA may terminate this Agreement at any time by giving thirty (30) days written notice to the Service Provider detailing the reason for the termination.
 - i. Upon the Service Provider’s receipt of the termination letter, PLIA will remove the Service Provider’s name from the Service Provider List.
 1. The Service Provider will be deemed to have receipt upon the third day following the day upon which the termination letter is placed in the mail, unless the third day falls on a Saturday, Sunday or legal holiday, in which event receipt shall be deemed complete on the first day other than a Saturday, Sunday or legal holiday, following the third day.
 - ii. Upon the Service Provider’s receipt of the termination letter, the Service Provider may not enter into any new contracts with an insured under the Program.
 - iii. Within thirty (30) days upon receipt of the termination letter, this Agreement is considered terminated.
 - iv. Within thirty (30) days upon receipt of the termination letter, the Service Provider must submit all claims under this Agreement.
- c. Upon the Service Provider’s receipt of the termination letter, the Service Provider has thirty (30) days to notify PLIA in writing of its objection to PLIA’s decision and request reconsideration.

- i. PLIA's Director shall conduct a review of the request for reconsideration and shall endeavor to issue a written decision regarding the request within fifteen (15) days. The PLIA Director's decision shall be PLIA's final decision on the matter.
 - ii. Once a request for reconsideration has been filed with PLIA, this Agreement will not be considered terminated until the PLIA Director has issued a written decision. During the time the PLIA Director is conducting the review, the Service Provider will not appear on the Service Provider List and may not enter into new contracts with an insured.
 - d. Any of the following events shall constitute cause for PLIA to terminate this Agreement:
 - i. Non-compliance with the Non-Discrimination Policy;
 - ii. Default of this Agreement as evidenced by the following events:
 - 1. Failure to comply with the terms and conditions of this Agreement;
or
 - 2. Non-performance, fraudulent performance or unsatisfactory performance of contract requirements between the Service Provider and the insured.
 - iii. False or misleading information provided by the Service Provider to an insured or to PLIA;
 - iv. Any violation by the Service Provider of federal, state or local law or regulation; or
 - v. Other action judged by PLIA to warrant removal from the Service Provider List.

SECTION III INSTRUCTIONS TO SERVICE PROVIDERS

1. Placement on the Heating Oil Tank Service Provider List: Under terms of this Agreement, the Service Provider will be placed on the Service Provider List, indicating that the Service Provider is eligible to contract for work to be performed under the guidelines of the Program.
2. Process for Work under the Agreement: An insured reporting a suspected release from their heating oil tank and filing a claim will receive the list of Service Providers within their area. All contracts for corrective action will be between the Service Provider and the insured. A copy of the completed contract will be provided to PLIA and will become public record in accordance with Chapter 42.56 RCW (Public Records Act).
3. Established Business: The Service Provider must, prior to commencing performance of a contract under this Agreement, be an established business firm with all required licenses, bonds, equipment and trained personnel necessary to perform the work as specified in this Agreement and any resulting contract. The Service Provider must have a Unified Business Identifier Number as required by the Department of Revenue.

4. **Project:** Except where necessary to abate an emergency situation, the Service Provider shall not perform any corrective actions under this Program prior to receipt of written or verbal authorization from the insured and PLIA. In the event of an emergency situation, the Service Provider shall notify PLIA as soon as possible, but no later than twenty-four (24) hours after making such determination. The Service Provider shall comply with PLIA's directives regarding the emergency situation corrective actions.
5. **Subcontracts:** If the Service Provider does not have the proper training, or is unable to perform the technical or engineering services necessary for a corrective action, the Service Provider may subcontract the portion of such work and submit an appropriate Change Order for approval by the insured and PLIA.
6. **Prices:** Under terms of this Agreement, a Service Provider shall provide services at the price agreed upon between the Service Provider, the insured and PLIA.
7. **Taxes, Fees and Licenses:**
 - a. **Taxes:** The Service Provider shall pay for, and maintain in current status, any and all taxes which are necessary for contract performance. Unless otherwise indicated, the insured and PLIA agree to reimburse the Service Provider for all applicable Washington State sales or use taxes on approved corrective actions.
 - b. **Fees and Licenses:** Prior to commencing performance, if required by law or regulation, the Service Provider shall pay for, and maintain in current status, any license fees, assessments, permit charges, etc. which are necessary for contract performance.
8. **Payment:** Payment will be made within thirty (30) days after project completion in accordance with the Scope of Work Proposal and all Change Orders. A project will be deemed complete upon approval by the insured and PLIA of the Project Closeout/Cost Claims form.
 - a. The Project Closeout/Cost Claims form must include all invoices for the corrective action. Invoices must contain the following information:
 - i. Invoice Date;
 - ii. Name of Service Provider;
 - iii. Site owner or operator name and address;
 - iv. Description of the services and supplies provided;
 - v. State and local sales taxes, as required; and
 - vi. Detailed lists of costs for the corrective action.
 - b. Payments under this Agreement will be made by electronic funds transfer. The Service Provider is required to become registered as a statewide vendor and accept payment by direct deposit. The Service Provider is required to complete and submit the following documents to the Washington State Office of Financial Management (OFM) (available at: <http://www.ofm.wa.gov/isd/vendors.asp>):
 - i. The Statewide Vendor Registration Form;
 - ii. Bank Account Change; and
 - iii. Form W-9/Request for Taxpayer Identification Number and Certification.

- c. Additional information on registration as a statewide vendor or payment by electronic funds transfer is available at: <http://www.ofm.wa.gov/isd/faq.asp> or call the OFM Vendor Help Desk at (360) 664-7779.
9. Spill Responsibility: The Service Provider is responsible for any and all spills or leaks, consisting of, but not limited to, petroleum or any other hazardous materials during the performance of a contract under terms of this Agreement when the spills or leaks occur as a result of, or are contributed to by the actions of the Service Provider, its agents, employees or subcontractors. The Service Provider agrees to reasonably evacuate and warn those persons that may be affected by the spills or leaks, and the Service Provider shall cleanup such spills or leaks to the satisfaction of the insured and PLIA and in such a manner that complies with applicable federal, state and local laws and regulations. The cleanup of such spills or leaks shall be at no cost to PLIA or the insured.
- a. The Service Provider shall report immediately by telephone or in person all spills or leaks, regardless of their quantity, to the insured and PLIA. A written follow-up report shall be submitted to the insured and PLIA not later than five (5) days after the initial report. The written report shall be in narrative form and contain, at the minimum, the following information:
 - i. Description of waste spilled (including identity, quantity, location, and time spill or leak occurred);
 - ii. Whether the amount spilled or leaked is required to be reported to the Department of Ecology or the Environmental Protection Agency, and if so whether it was reported and to whom;
 - iii. Containment procedures initiated;
 - iv. Summary of any communications the Service Provider has had with the press or government officials;
 - v. Description of cleanup procedures employed at the site, including location of contaminated soil, water and other materials, area sampling, and disposal of contaminated media; and
 - vi. A certification by the Service Provider that the spill or leak area has been cleaned to the extent required to meet the substantive requirements of the Model Toxics Control Act.
10. Permits:
- a. The Service Provider is responsible for complying with all federal, state and municipal laws, codes and regulations applicable to the performance of work. Permits or approvals for construction activities may be required by the local jurisdiction(s). These may include, but are not limited to: requirements to obtain grading, building or demolition permits; requirements for transportation and treatment of contaminated soil or water; or requirements for compliance with local ordinances pertaining to environmental review under the State Environmental Policy Act (Chapter 43.21C RCW).
 - b. Prior to commencement of work, the Service Provider shall be responsible for obtaining all necessary licenses and permits required by all authorities having jurisdiction for the removal of existing tanks and corrective action. The Service Provider must notify all affected utility companies or providers. The costs for

permits for individual sites may be reimbursable. The Service Provider shall provide copies of the receipt for said expenses along with the final invoice.

- c. The Service Provider must obtain approval of authorities having jurisdiction for any work which affects existing exit ways, exit stairs, means of egress or access to or from an area. The Service Provider must also review with, and obtain approval from authorities (e.g., local fire department) for any temporary construction which affects such an area.

11. Workers Compensation Coverage: The Service Provider will at all times comply with all applicable federal and state workers compensation, occupational disease, and occupational health and safety laws, statutes and regulations. PLIA will not be responsible for claims filed by the Service Provider or their employees or representatives for services performed under the terms of the contract with the insured.

12. Insurance:

- a. Commercial General Liability Insurance Policy: The Service Provider shall at all times during the terms of this Agreement, carry and maintain commercial general liability insurance and if necessary, commercial umbrella insurance for bodily injury and property damage arising out of services provided under this Agreement. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the Service Provider or its officers, agents, representatives, assigns or servants. The insurance shall also cover bodily injury, including disease, illness, and death and property damage arising out of the Service Provider's premises/operations, independent contractors, products/completed operations, personal injury and advertising injury, and contractual liability (including the tort liability of another assumed in a business contract), and contained separation of insured's (cross liability) conditions.

- i. The limits of the commercial general liability insurance shall not be less than the following:

General Aggregate Limits	
(other than products-completed operations)	\$2,000,000
Products-Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury Aggregate	\$1,000,000
Pollution Liability Coverage	\$2,000,000
Each Occurrence (applies to all of the above)	\$1,000,000
Fire Damage Limit (per occurrence)	\$ 50,000
Medical Expense Limit (any one person)	\$ 5,000

- b. Vehicular Liability Insurance Policy: In the event that services delivered pursuant to this Agreement involve the use of vehicles or the transportation of clients, the Service Provider must carry and maintain vehicular liability insurance. If Service Provider-owned personal vehicle(s) are used, a Business Automobile Policy covering, at a minimum, Code 2 "owned vehicles only" must be used. If the Service Provider's employees' vehicle(s) are used, the Service Provider must also include the Business Automobile Policy Code 9 coverage for "non-owned vehicles" and Code 8 coverage for "leased or hired vehicles". The minimum limits for vehicle liability is \$1,000,000 per occurrence, using a Combined Single

Limit for bodily injury and property damage. The Comprehensive Liability Insurance shall be a combined Comprehensive General and Automobile, Public Bodily Injury, Personal Injury and Property Damage Liability Insurance. The coverage provided shall protect against claims for personal injury, bodily injury (including illness, disease and death), and property damage caused by an occurrence arising out of, or in consequence of, the performance of the contract by the Service Provider or its officers, agents, representatives, assignee or subcontractors.

- c. The Commercial General Liability Insurance Policy and the Vehicular Liability Insurance Policy shall meet the following requirements:
 - i. Additional Insured: Prior to performing work, and during the performance of a Program-funded contract, the Service Provider shall specifically name PLIA as an additional insured by adding an endorsement to the policies. All policies shall be primary over any other valid and collectable insurance.
 - ii. Insurance Carrier: Insurance coverage to satisfy the requirements stated above shall be issued by an insurance company authorized to do business within the state of Washington.
 - iii. Excess Coverage: The limits of all insurance required to be provided by the Service Provider shall be no less than the minimum amounts specified. However, coverage in the amounts of these minimum limits shall be not construed to relieve the Service Provider from liability in excess of such limits.

SECTION IV
SERVICE PROVIDER AGREEMENT

The person signing this Agreement has read and agrees to comply with the terms and conditions of the Service Provider Agreement as provided for in Sections I through III, and is duly authorized to sign on behalf of the individual, company, corporation, firm or combination thereof as shown below.

Name and Address of Service Provider

Telephone Number: _____

Fax Number: _____

Contractors License Number: _____

Federal Tax ID Number: _____

UBI Number: _____

Name of authorized agent:

Signature of authorized agent:

Date:

In the space below, please mark the county or counties in which you currently work, or have worked within the last year. If this information changes, you may provide an update to PLIA.

<input type="checkbox"/> Adams County	<input type="checkbox"/> Grays Harbor County	<input type="checkbox"/> Pierce County
<input type="checkbox"/> Asotin County	<input type="checkbox"/> Island County	<input type="checkbox"/> San Juan County
<input type="checkbox"/> Benton County	<input type="checkbox"/> Jefferson County	<input type="checkbox"/> Skagit County
<input type="checkbox"/> Chelan County	<input type="checkbox"/> King County	<input type="checkbox"/> Skamania County
<input type="checkbox"/> Clallam County	<input type="checkbox"/> Kitsap County	<input type="checkbox"/> Snohomish County
<input type="checkbox"/> Clark County	<input type="checkbox"/> Kittitas County	<input type="checkbox"/> Spokane County
<input type="checkbox"/> Columbia County	<input type="checkbox"/> Klickitat County	<input type="checkbox"/> Stevens County
<input type="checkbox"/> Cowlitz County	<input type="checkbox"/> Lewis County	<input type="checkbox"/> Thurston County
<input type="checkbox"/> Douglas County	<input type="checkbox"/> Lincoln County	<input type="checkbox"/> Wahkiakum County
<input type="checkbox"/> Ferry County	<input type="checkbox"/> Mason County	<input type="checkbox"/> Walla Walla County
<input type="checkbox"/> Franklin County	<input type="checkbox"/> Okanogan County	<input type="checkbox"/> Whatcom County
<input type="checkbox"/> Garfield County	<input type="checkbox"/> Pacific County	<input type="checkbox"/> Whitman County
<input type="checkbox"/> Grant County	<input type="checkbox"/> Pend Oreille County	<input type="checkbox"/> Yakima County

EXHIBIT A
PLIA'S NON-DISCRIMINATION POLICY

Pollution Liability Insurance Agency
POLICY MANUAL

GENERAL TOPIC: **Human Resources**

POLICY NUMBER: **4.08**

SUBJECT: **Equal Employment Opportunity**

DATE ISSUED: **March 8, 2007**

CONTACT: **Director or Operations Manager**

DATE REVISED:

REFERENCE: **Executive Order 93-07,
WAC 357-25-025**

APPROVED: 
Lynn Gooding, Director

I. PURPOSE

The Pollution Liability Insurance Agency (PLIA) is committed to providing equal employment opportunity and equal access to agency programs and services with the principles, intent, and purposes of the laws and regulations cited above. PLIA recognizes that affirmative action is an effective, legal tool for attaining and maintaining parity within the workforce. This policy applies to all employees of PLIA.

II. POLICY

PLIA will provide equal employment opportunity and access to its programs and services for all persons without regard to ethnicity, gender, religion, creed, age, marital status, sexual orientation, Vietnam-era veteran's status, or the presence of any physical, sensory, or mental disability.

In efforts to eliminate barriers and to improve employment opportunities available to underrepresented groups, these ideals will be implemented in recruitment, hiring, career development, training, promotion, transfer, retention, reclassification, disciplinary actions, termination, reversion, and non-permanent appointments. This policy is also applicable to any contractual agreements entered into by PLIA.