# WASHINGTON STATE
# POLLUTION LIABILITY INSURANCE AGENCY

## SERVICE PROVIDER AGREEMENT

This Agreement is entered into by and between the Washington State Pollution Liability Insurance Agency (PLIA) and Service Provider listed on the Service Provider Acknowledgement page of this Agreement. Pursuant to WAC 374-70-100, this Agreement is to provide instructions to the Service Provider and to outline the terms and conditions that the Service Provider must comply with when engaged in the performance of work under PLIA's Heating Oil Pollution Insurance Program.

This Agreement is valid from April 1, 2025, through March 31, 2026.

## SECTION I. DEFINITIONS

**Work Plan Amendment.** A request for written approval for a change or deviation from an approved Work Plan.

**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.

**Contractor.** An individual, company, corporation, firm or combination thereof with whom the insured enters a contract for providing goods or services as stated in the definition of "Heating Oil Tank Service Provider" in this section.

**Corrective Action.** Those actions reasonably required to be undertaken by the insured to remove, treat, neutralize, contain, or clean up an accidental release of heating oil in order to comply with a statute, ordinance, rule, regulation, directive, order, or similar legal requirement of the United States, Washington state, or a political subdivision of the United States or Washington state in effect at the time of the accidental release. "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 bodily injury, property damage, or compliance with states, rules, and other legal requirements. "Corrective Action" also includes actions reasonably necessary to monitor, assess, and evaluate an accidental release.

"Corrective Action" does not include:

a. Removal, replacement or repair of heating oil tanks or other

receptacles, except reimbursement of new tank replacement costs in accordance with RCW 70A.330.100;

b. Replacement or repair of piping, connections, and valves of tanks or other receptacles; or

c. Costs directly associated with tank removal.

**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 70A.330 RCW and chapter 374-70 WAC.

**Heating Oil Tank Service Provider ("Service Provider").** An independent contractor who contracts with a heating oil tank owner or operator to perform Corrective Action, including sampling and testing, remedial actions, site restoration, and submitting reports to PLIA on behalf of the insured.

**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 Actions in accordance with the provisions of chapter 374-70 WAC Heating Oil Pollution Liability Insurance Program. Service Providers who have signed the Service Provider Agreement and comply with the conditions set by the Agreements are included on the list. Being listed shall not be interpreted as an endorsement or certification by PLIA and its programs. PLIA renews this list annually. PLIA maintains and updates this list and posts it on PLIA's website.

**Insured.** Individual tank owner or operator with a heating oil tank registered for coverage under the program.

**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.

**Model Toxics Control Act (MTCA).** Washington state's cleanup law, Chapter 70A.305 RCW, and the administrative processes and standards outlined in Chapters 173-340 WAC and 173-204 WAC.

**Online Community.** The cloud-based application and data system used by the agency, the agency's customers, and Service Providers to submit documentation, report information, process information, and look up project information.

**Oversight.** Assistance provided by PLIA or an authorized representative for compliance with cleanup standards and the terms and conditions of the contract entered into between the Service Provider and the Insured.

**Pollution Liability Insurance Agency (PLIA).** The Washington state pollution liability insurance agency was established pursuant to Chapters 70A.325 RCW and 70A.330 RCW. PLIA shall also mean staff or employees of the pollution liability insurance agency.

**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.

**Scope of Work Proposal (Work Plan).** A detailed written proposal listing the extent and elements of Corrective Actions to be taken to clean up a site, as well as a specific cost proposal. This may also be referred to as a Work Plan.

**Site.** An area where heating oil from a registered heating oil tank system has been deposited, stored, disposed of, placed, or otherwise come to be located.

**Site Characterization.** The process of collecting sufficient information to determine the nature and extent of contamination at the site.

**Written Notice.** A notice given in writing by either regular mail, or electronically, including through email or PLIA's Online System.

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## SECTION II. TERMS AND CONDITIONS

1. **Agreement**: This Agreement is final and sets forth all of the duties and obligations between the Service Provider and PLIA. This Agreement fully supersedes and replaces the former Service Provider Agreement (expired March 31, 2025) and any other prior agreements and remains in place until March 31, 2026, unless terminated earlier as described in subsection II.16.

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 in Thurston County, Olympia, Washington.

3. **Amendments**: Any changes to the Terms and Conditions of this Agreement shall require a formal Amendment. This Agreement may only be formally amended by the written consent of PLIA and acknowledged by the Service Provider upon signature of the Amendment.

   The Service Provider shall submit a written request for Amendment to the PLIA Contract Manager 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 within 15 business days. The Amendment will constitute the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations.

4. **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.

5. **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.

6. **Inquiries**: All questions related to the terms and/or contents of this Agreement shall be submitted in writing to the PLIA Contract Manager. Written inquires 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.

7. **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, costs and expenses incurred.

8. **Heating Oil Tank Service Provider is not an Employee of PLIA**: The Service Provider and its employees or agents performing under this Agreement shall not be, nor claim to be, employees or agents of PLIA.

9. **Promotion**: The Service Provider shall not hold itself out as, nor claim to be, an officer or employee of PLIA or the state of Washington by reason hereof, nor will he/she/they make any claim of right, privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW. Furthermore, the Service Provider shall not represent itself as being endorsed, certified, or promoted by PLIA.

10. **Force Majeure**: For purposes of this Agreement, the term force majeure shall mean an occurrence that causes a delay that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence. Force majeure shall include acts of God, war, terrorism, riots, strikes, fire, floods, epidemics, civil actions, or other similar occurrences. If either party is delayed by force majeure, said party shall provide written notification to the other party within 48 hours. The notification shall provide evidence of the force majeure to the satisfaction of the other party. Notwithstanding any provision to the contrary, such force majeure shall not operate to extend the term of this Agreement or preclude either party from exercising its rights to terminate the Agreement.

11. **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 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, made against or incurred by the state in a proceeding for patent, trademark, copyright, or franchise infringement arising from the purchase, installation, or use of goods and/or services ordered.

## 12. Non-Discrimination Policy

a. During the performance of this Agreement and ensuing contracts, the Service Provider shall comply with PLIA's *Anti-Discrimination, Harassment and Sexual Harassment Policy* (attached as Addendum) and the protected grounds listed in that document, and shall comply with all federal and applicable state nondiscrimination laws, regulations, and policies, including but not limited to: Title VII of the Civil Rights Act, 42 U.S.C. 2000e et seq.; 42 U.S.C. 12101 et seq., the Americans with Disabilities Act (ADA); and Chapter 49.60 RCW, Washington Law Against Discrimination.

b. The Service Provider shall comply with Title VII of the Civil Rights Act, 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.

13. **Non-discrimination in Client Services**: The Service Provider shall not, on the grounds of race, color, sex, religion, national origin, creed, age or disability:

    a. Deny an individual any services or other benefits provided under this agreement or any resultant contract with an owner or operator; or

    b. Provide any services 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

    c. Subject an individual to unlawful segregation, separate treatment or discriminatory treatment in any manner related to the receipt of any services, 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

    d. Deny any individual an opportunity to participate in any program provided by this Agreement that is different than that afforded others under this Agreement. The Service Provider, in determining the types of services or other benefits to be provided, the class of individuals to whom services or benefits will be provided, 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 Anti-Discrimination, Harassment and Sexual Harassment Policy**: In the event of the Service Provider's non- compliance or refusal to comply with any non-discrimination law, regulation, policy, or PLIA's *Anti-Discrimination, Harassment and Sexual Harassment 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, subsection 16 of this Agreement.

**14. Compliance with Health and Safety, Environmental and Transportation Regulations**

a. 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:

i. Federal Occupational Safety and Health Act (OSHA), 29 U.S.C. Ch. 15; OSHA HAZWOPER Standard 29 CFR Part 1920.120.

ii. Federal Resource Conservation and Recovery Act (RCRA), 40 C.F.R. pts. 239-282.

iii. Federal Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601–9675

iv. Washington Industrial Safety and Health Act (WISHA), Chapter 49.17 RCW.

v. Washington Waste 2 Resources Regulations, Chapter 173-304 WAC, Chapter 173-350 WAC.

vi. Washington Hazardous Waste Management Act, Chapter 70A.300 RCW.

vii. Washington State Hazardous Waste Operations Regulations, Chapter 296-843 WAC.

viii. Washington State Dangerous Waste Regulations, Chapter 173-303 WAC.

ix. Washington State Model Toxics Control Act (MTCA),

Chapter 70A.305 RCW.

x. Washington State Model Toxics Control Act — Cleanup Regulations, Chapter 173-340 WAC.

b. To ensure the protection of workers during public health emergencies such as the COVID-19 pandemic, the Service Provider must comply with all workplace requirements established by the Washington State Department of Labor and Industries.

c. Service Provider shall adhere to and enforce a zero-tolerance policy for the use of alcohol and the unlawful selling, possession or use of any controlled substances or illegal drugs while performing work under this Agreement. Service Provider shall maintain and enforce a policy prohibiting its employees, agents and subcontractors from dealing, possessing, or using controlled substances, illegal drugs, or alcohol on any premises or work sites under PLIA's program. Service Provider, its agents, employees, or subcontractors shall always comply with all federal and state safety requirements.

## 15. Service Provider Suspension

If PLIA determines that termination from the program is not warranted for any events, as detailed in subsection 16, then a suspension from this Agreement and the Service Provider List may be issued.

In addition to non-compliance with any of the terms in this Agreement, the following events may be grounds for suspension:

a. Improper use of Claim funds with or without the Insured's permission, including improper or false billing to maximize or exceed the Insured's total Claim amount.

b. Abusive, unprofessional, or inappropriate communications between the Service Provider and any member of PLIA's staff or the Insured. This includes willingly ignoring or dismissing inquiries regarding the Claim.

c. Repeated non-compliance with the instruction and procedures outlined in Section III.

d. Other inconsistent or unsatisfactory performance such as deviation from standard industry best practices, as determined by the Legislative and Policy Manager

and/or the Deputy Director.

Upon receipt of a complaint from the insured, local government, state agencies, or other party, PLIA may begin an investigation.

a. PLIA will inform the Service Provider of the complaint and provide the opportunity to respond. If PLIA determines that the complaint is of a serious nature, such as fraud, negligence or gross incompetence, PLIA may suspend the Service Provider immediately.

b. If PLIA determines that a suspension from this Agreement and the program is warranted, then PLIA will notify the Service Provider in writing and detail the reasons for suspension and the duration of the suspension.

c. During a suspension, the Service Provider will not be included on the Service Provider List and may not enter any new contract with the Insured or submit new Work Plans for approval.

    i. The Service Provider may complete pre-approved work on existing contracts and submit requests to be paid.

    ii. PLIA may contact the Service Provider's existing insureds with notification about the suspension and advise the insured to seek another Service Provider to resume or complete cleanup.

d. The Service Provider may request consideration of a suspension term if the written request also cites to or includes new information not known to PLIA at the time of suspension notice.

## 16. Termination of the Agreement

The Service Provider may terminate this Agreement at any time by giving 30 days' written notice to PLIA.

a. Any of the following events shall constitute cause for immediate termination of this Agreement by PLIA:

    i. Failure to comply with any terms or conditions of this Agreement.

    ii. Non-compliance with the *Anti-Discrimination, Harassment and Sexual Harassment Policy*.

iii. Non-performance, fraudulent performance or unsatisfactory performance of contract requirements between the Service Provider and the Insured.

iv. False or misleading information provided by the Service Provider to an Insured or to PLIA.

v. Any violation of federal, state or local law or regulation by the Service Provider.

vi. Other action judged by PLIA to warrant termination of the Agreement and immediate removal from the Service Provider List.

b. PLIA may terminate this Agreement at any time by giving 30 days Written Notice to the Service Provider detailing the reason for the termination.

c. The procedure for termination is as follows.

i. PLIA will issue a Written Notice of termination to the Service Provider.

ii. PLIA will remove the Service Provider's name from the Service Provider List five business days after PLIA issues the Written Notice of termination.

iii. Once removed from the Service Provider List, the Service Provider must cease entering into any new contracts with an Insured under the Program and may not submit any new Work Plans.

iv. The Service Provider must submit all requests for payment under this Agreement within thirty (30) of the issuance of the Written Notice of termination.

v. Thirty (30) days after the issuance of Written Notice of termination, this Agreement is terminated unless a request for reconsideration has been properly filed with PLIA. During the reconsideration process, the Service Provider Agreement is considered suspended.

## 17. Appeal of termination or suspension

The Service Provider has thirty (30) days after issuance of the Written Notice of termination or suspension to notify PLIA in writing of its

objection to PLIA's decision and to request reconsideration.

a. The Service Provider shall submit a written objection with any supporting documentation to the PLIA Legislative and Policy Manager.

b. The Legislative and Policy Manager will review the submissions and respond to the Service Provider with a Written Notice of the decision on the termination or suspension within 30 days of receiving the written objection.

c. If the PLIA Legislative and Policy Manager issues a termination or suspension decision the Service Provider Agreement is terminated seven (7) business days after the date the decision is issued unless the decision is appealed to the PLIA Deputy Director. During the reconsideration appeal process, the Service Provider Agreement is considered to be suspended.

d. Within seven (7) days after the decision on the objection, the Service Provider may appeal a reconsideration decision if:

    i. There is new information not available at the time of the reconsideration decision; or

    ii. There is a material, factual error in the reconsideration decision.

e. PLIA's Deputy Director will consider the appeal and will issue a written decision within fifteen (15) days. The PLIA Deputy Director's decision will be PLIA's final decision on the matter.

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## SECTION III.

## SERVICE PROVIDER INSTRUCTIONS AND PROCEDURES

1. **Placement on the Heating Oil Tank Service Provider List**: The Service Provider will be listed on the Service Provider List after PLIA receives a signed Agreement and a Certificate of Insurance that reflects the Insurance Coverage amounts in Section III subsection 13(a). The Service Provider is eligible to contract for work only after inclusion on the Service Provider List.

2. **Be an Established Business Entity**: In order to be included on the Service Provider List, the Service Provider must be established as a business entity with all required licenses, bonds, equipment and trained personnel necessary to perform any work specified in this Agreement and in any resulting contract. The Service Provider must also have a Unified Business Identifier Number as required by the Washington State Department of Revenue. The Service Provider will notify PLIA whenever a change occurs to any of these registrations or inclusions.

3. **Process for Contract Work with Insured**: An Insured who reports a suspected heating oil tank release and then files an insurance claim will receive the list of Service Providers. All Contracts for Corrective Action are between the Service Provider and the Insured. A copy of the completed contract will be provided to PLIA upon request and will become a public record in accordance with Chapter 42.56 RCW Public Records Act.

4. **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 such work. If the subcontract work will result in changes to the costs and/or corrective activities listed in the Work Plan, then the Service Provider must submit a Work Plan Amendment for approval by the Insured and PLIA before such work is performed.

5. **Prices**: The Service Provider will provide services at established standard industry prices, to be agreed upon by the Service Provider, the Insured, and PLIA. The Service Provider shall not deviate from the cost estimate and listed prices provided in the Work Plan without an approved Work Plan Amendment. Invoices submitted with prices that exceed those in the Work Plan and without an accompanying Work Plan Amendment will be rejected.

6. **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 tax applied to approved Corrective Actions.

b. **Fees and Licenses**: Prior to commencing performance and if required by law or regulation, the Service Provider shall pay for, and maintain in current status, any costs for license fees, assessments, and permit charges deemed necessary for contract performance.

**7. Signed Documents**: The Service Provider shall use the Online Community to submit and receive approval for Work Plans, Site Characterizations, Work Plan Amendment requests, invoices, and cleanup reports.

a. If an insured is unable or unwilling to use the Online Community, PLIA will accept "wet" signatures on documents. Such documents must be mailed to PLIA, and any effective dates are based on the date that PLIA physically receives the document.

b. PLIA will not accept other forms of approval without prior authorization

**8. Cleanup Action Process**

a. After completing a Site Characterization, the Service Provider will submit a Scope of Work Proposal (Work Plan), outlining the proposed Corrective Actions. The description of Corrective Actions must identify tasks that align with cleanup requirements under the MTCA. Work Plans are submitted through PLIA's Online Community. The Insured reviews the Work Plan, and if approved, submits the approval to PLIA. After PLIA reviews and approves the Work Plan in writing, the Insured and the Service Provider may proceed with the Corrective Actions.

b. Corrective Actions must be performed as detailed in the approved Work Plan to be deemed eligible costs. Unless otherwise stated by PLIA, any Work Plan that has been inactive for twelve (12) months after its approval date is considered expired, and the approval is withdrawn. Corrective Action performed under an unapproved or withdrawn Work Plan is considered an ineligible cost. Following the expiration date, the Service Provider can resubmit an updated Work Plan for PLIA's review and approval or provide written explanation as to why the Work Plan should not be withdrawn.

c. During the Corrective Action, if the Service Provider finds that the pre- approved Work Plan requires a change due to encountered conditions, they may submit, through the Online Community, a Work Plan Amendment request for the Insured's approval. Once PLIA reviews and approves a Work Plan Amendment request in writing, the Insured and Service Provider can proceed.

d. The Service Provider may submit interim invoices through PLIA's Online Community for payment before the cleanup is complete. The Service Provider sends invoices to the insured for review and approval.

    i. Invoices may be uploaded into the Online Community and made available to the insured to access for review and approval.

    ii. For insured unable or unwilling to use the Online Community, physical invoices must contain the insured's "wet" signature and mailed to PLIA.

    iii. After the insured has reviewed and approved the invoice, PLIA will complete the final review and approval.

e. Once the cleanup is complete, the Service Provider will submit a final invoice and a final cleanup report and will request closeout approval through PLIA's Online Community. The Insured will receive the closeout request and, if approved by them, will submit the request to PLIA for review and payment processing.

f. Interim and final invoices must be submitted promptly. Invoices submitted more than twelve (12) months after the actions occurred may be subject to additional review to ensure the activity was properly completed and may experience payment delays.

g. Closeout of a claim will terminate any remaining Work Plans or Work Plan Amendments. Any additional work or invoices submitted after a claim closeout will be rejected.

    i. If necessary work is required after closeout, the insured must reopen the claim.

    ii. PLIA must review and approve the Work Plan before any work is performed or billed.

## 9. Payment

a. PLIA generally processes payments within thirty (30) days after completion of Corrective Actions, in accordance with the pre-approved Work Plans(s) and all pre-approved Work Plan Amendment. If payment processing time exceeds thirty (30) days, PLIA will provide advance notice to the Service Provider whenever possible.

b. **Site Characterization Costs**

   i. Site Characterization costs billed to the program shall not exceed $5,000 without prior written approval from PLIA.

   ii. The Service Provider must plan and prepare for specific site conditions when mobilizing to a Site. If a Site Characterization exceeds $5,000 due to site-specific factors, additional funds may be requested with a Work Plan Amendment. Authorization is at the discretion of the Insured and PLIA.

c. **Documentation**

   i. To receive payment for work performed, the Service Provider shall obtain the Insured's written or electronic approval and submit invoices through PLIA's Online Community with entries or verification of the following required fields:

      1. Invoice date;

      2. Name of Service Provider;

      3. Site owner or operator name and address;

      4. Description of the services and supplies provided;

      5. State and local sales taxes, as required; and

      6. Detailed lists of costs for the Corrective Action.

   ii. The name of the Insured and the claim number must be noted on all supporting documentation. Supporting documentation may include weight tickets, testing results, cleanup reports, site maps, cross-sections, receipts, and photos.

   iii. Invoices submitted with prices or costs that exceed amounts listed on the Work Plan and are not pre-approved will be rejected.

d. Payments under this Agreement are made by electronic funds transfer. The Service Provider is required to be registered as a statewide vendor and must accept payment by direct deposit. To register as a statewide vendor, visit the Office of Financial Management's website at: https://ofm.wa.gov/it-systems/accounting-systems/statewide-vendorpayee- services or call (360) 407-8180.

## 10. Responsibility for Spills or Leaks

The Service Provider is responsible for all spills or leaks which occur as a result of or contributed to by the Service Provider or its agents, employees and subcontractors. Spills and leaks can consist of petroleum or any other hazardous materials. Upon occurrence of a spill or leak at the Site, the Service Provider agrees to evacuate the Site if necessary for safety reasons, warn those persons that may be affected, and clean up such spill or leak in a manner that complies with applicable federal, state and local laws and regulations. Costs for the cleanup of such spills or leaks are the Service Provider's responsibilities and cannot be billed to the Insured or PLIA.

i. The Service Provider shall immediately report to the Insured and PLIA of any spills or leaks regardless of the quantity. A written follow-up report shall be submitted to the Insured and PLIA no later than five (5) days after the initial report. The written report must be in narrative form and contain the following information:

1. A description of waste spilled or leaked, including identity, quantity, location, and time spill or leak occurred.

2. A determination whether the amount spilled or leaked is required to be reported to the Department of Ecology or the Environmental Protection Agency, and, if so, when it was reported and to whom.

3. The containment procedures initiated.

4. A summary of any communications the Service Provider had with government officials or the media.

5. A description of cleanup procedures employed at the Site, including location of contaminated soil, water and other materials, area sampling, and disposal of contaminated media.

6. 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.

**11. 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 local jurisdictions. These may include: 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.

Prior to the start of work, the Service Provider will be responsible for obtaining all necessary licenses and permits required by all authorities having jurisdiction over the removal of existing tanks and any Corrective Action. The Service Provider must notify all affected utility companies or providers. The costs for permits associated with the Corrective Action for a Site must be pre-approved in writing by PLIA prior to obtaining them. The Service Provider must include copies of the receipt for these expenses with the project final invoice.

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

**12. Workers Compensation Coverage**: The Service Provider must comply with all applicable federal, state, and local laws regarding workers compensation, occupational diseases, and occupational health and safety. PLIA is not 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.

**13. Insurance**

a. **Commercial General Liability Insurance Policy**

i. The Service Provider shall 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.

ii. This insurance shall cover claims caused by an act, omission, or negligence of the Service Provider or its officers, agents, representatives, assigns or servants. The insurance must also cover bodily injury, including disease, illness, and death and tangible property damage arising out of the Service Provider's operations and premises, independent Contractors, products and completed operations, personal injury and advertising injury, and contractual liability, including the liability for torts of another that are assumed in a business contract, and contained separation of Insured's (cross liability) conditions.

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

1. General Aggregate Limits: $2,000,000 (other than products and completed operations).

2. Products and Completed Operations Aggregate: $2,000,000.

3. Personal and Advertising Injury Aggregate: $1,000,000.

4. Pollution Liability Coverage: $2,000,000.

5. Each Occurrence (applies to all of the above): $1,000,000.

6. Fire Damage Limit (per occurrence): $50,000.

7. Medical Expense Limit (any one person) $5,000.

b. **Vehicular Liability Insurance Policy**

i. If services performed under this Agreement involve the use of vehicles or the transportation of clients, the Service Provider shall carry and maintain vehicular liability insurance. If a Service Provider-owned personal vehicle is used, a Business Automobile Policy covering, at a minimum, Code 2 "owned vehicles only" must be used. If the Service Provider's employee's vehicle is used, then 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."

ii. The minimum limit 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 insurance policies shall meet the additional 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 not be construed to relieve the Service Provider from liability more than such limits.

## 14. Required Documentation and Maintenance of Documentation

a. Requests for pre-approval and reimbursement for work conducted in the Program must be submitted through PLIA's Online Community by the Service Provider. Unless otherwise specified, anything requiring PLIA's approval must be submitted through the Online Community.

b. Upon request by PLIA, the Service provider must provide PLIA documentation about work performed. This may include sampling procedures (soil, groundwater, and/or vapor sampling), billing practices, and remediation work.

c. The Service Provider must submit the following information prior to performing any Corrective Actions:

    i. Site photos detailing the following: the excavated heating oil tank, including any holes in the tank; points of reference; and other site- specific variables.

    ii. Site Map detailing the extent of contamination and proposed remediation strategy (e.g. excavation boundary, etc.).

    iii. Logs for any borings completed at the Site.

    iv. Laboratory results of all samples taken during Site Characterization. Field screenings may be used to assist. However, analytical samples are required for determining points of compliance during the Site Characterization.

    v. A description of the work proposed at the Site, including all work completed to date, along with a cleanup strategy to reach regulatory closure at the Site.

    vi. A detailed cost estimate for the proposed work at the Site and a disproportionate cost analysis evaluating multiple cleanup alternatives.

    vii. Other site-specific information as deemed necessary by PLIA or the Insured.

    viii. At a minimum, the Service Provider must submit a Work Plan Amendment with the following information when there is a change to an approved Work Plan:

        1. A detailed cost estimate for the proposed change to the Work Plan.

        2. Justification for the proposed change (e.g., how the proposed change is necessary to reach regulatory closure).

        3. Updated Site photos and maps, as appropriate.

        4. Estimated project completion date.

d. The Service Provider must also submit the following information at the conclusion of each project:

    i. Site photos taken during the excavation process that detail the extent of contamination at the Site and any

complications encountered during excavation or backfill.

ii. Updated Site map.

iii. Laboratory results of all samples taken to establish points of compliance at the Site.

iv. Cross-Sections of the Site that depict the extent of excavation, the location and depth of soil samples, depth of regional groundwater, etc.

v. A description of all work completed to date at the Site.

vi. Receipts for any services or products rendered by an external party (e.g. weight tickets, backfill receipts, sub-contracting work, etc.).

vii. A final summary report that includes all relevant information.

viii. Other site-specific information as deemed necessary by PLIA or the Insured.

e. The Service Provider is required to maintain documented information listed in subsection 13, as well as other information not required when submitting invoices. This can include time sheets documenting employee or contractor hours worked. On the occasion that the program is subject to an audit, PLIA will request this information from the Service Provider.

f. Failure to submit the required information at any stage in the cleanup process or upon request by PLIA may result in delays to Work Plan reviews and approvals or payment of invoices.

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# Addendum

## PLIA Policy No. 4.08
## Anti-Discrimination, Harassment, and Sexual Harassment

Pollution Liability Insurance Agency
Policy

| ***Anti-Discrimination, Harassment and Sexual Harassment*** | |
|---|---|
| **General Topic:** Human Resources | **Policy Number:** 4.08 version 3 |
| **Contact:** Deputy Director | **Effective Date:** January 21, 2021 |
| **References:** Executive Order 20-02, DEI Policy Committee Guidance | |
| **Approval:** DocuSigned by: Russell E. Olsen 1609CB043AB7449... Russell E. Olsen, Executive Director | |

## I. Purpose

Encouraging allies and expecting our leaders to provide a safe, inclusive and respectful workplace.

## II. Scope

This policy applies to all Pollution Liability Insurance Agency (PLIA) employees, contractors and volunteers.

## III. Definitions

**Discrimination** – Unfavorable or unfair treatment of a person or class of persons in comparison to others who are not members of the protected class, or retaliation for complaints related to discrimination against a protected class.

**Harassment** – Verbal, nonverbal or physical conduct that threatens, intimidates, coerces, offends or taunts another person (including sexual, racial or ethnic slurs) that interferes with the employee's ability to perform their job.

**Protected class** – A person's religion, age, sex, status as a breastfeeding mother, marital status, race, color, creed, national origin, political affiliation, military status, status as an honorably discharged veteran, disabled veteran or Vietnam era veteran, sexual orientation, gender expression, gender identity, any real or perceived sensory, mental or physical disability, genetic information, the participation or lack of participation in union activities, or

use of a trained dog guide or service animal by a person with a disability.

**Sexual harassment** – Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature constitute sexual harassment when this conduct explicitly or implicitly affects an individual's employment, unreasonably interferes with an individual's work performance, or creates an intimidating, hostile or offensive work environment.

**Retaliation** – Adverse action(s) against individuals because they have reported instances of discrimination, harassment or allegations of such conduct, or participated in or have been witnesses in any procedure to address a complaint of discrimination or harassment.

## IV. Policy

In order to achieve inclusivity and respect in our work environment, the Pollution Liability Insurance Agency (PLIA) is committed to ensuring that employees are treated respectfully and are free from discrimination and harassment, including sexual harassment.

Discrimination, harassment and sexual harassment of any kind are prohibited by law. They will not be tolerated. It is the responsibility of all employees, contractors and volunteers to foster and maintain a welcoming, inclusive, professional and safe workplace.

Ensuring equal employment opportunity is a vital responsibility for all of us at PLIA. Therefore it is a violation of policy to (1) discriminate in the provision of employment opportunities, benefits or privileges; (2) create discriminatory work conditions; or (3) use discriminatory evaluative standards in employment if the basis of that discriminatory treatment is, in whole or in part, based on membership in a protected class, or retaliation for assisting in the investigation of a complaint.

In addition to the conduct outlined in our respectful work environment policy (see above), harassment based on a protected class is prohibited. Harassment is when, based on membership in a protected class, an employee must endure offensive conduct as a condition of continued employment or when the conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile or abusive. Types of harassment that fall within this category include, but are not limited to the following:

- Sexual harassment
- Gender-based harassment
- Racial and/or ethnic harassment

- Age-based harassment
- Disability-based harassment
- Sexual orientation harassment
- National origin harassment
- Religion-based harassment

For example, with regard to sexual harassment, it is prohibited to harass a person (an applicant or employee) because of that person’s sex, gender identity or gender expression. PLIA will not tolerate sexual harassment of any kind. This includes unwelcome sexual advances, unwelcome requests for sexual favors or unwelcome other verbal or physical conduct of a sexual nature. Such behavior constitutes sexual harassment when it explicitly or implicitly affects an individual's employment, unreasonably interferes with an individual's work performance or creates an intimidating, hostile or offensive work environment.

Sexual harassment can occur in a variety of circumstances. The victim as well as the harasser may be any gender. The harasser can be the victim's supervisor, a supervisor in another area, a coworker, a contractor or other agent of the employer or a nonemployee such as a client or a customer. The victim does not have to be the person harassed, but could be anyone affected by the offensive conduct even if unintended by the perpetrator. Behaviors leading to sexual harassment can include, but are not limited to, gestures, innuendos, jokes or playful banter.

**Reporting**

We strongly encourage employees, applicants, volunteers or others who have business with PLIA who witness discrimination, harassment, sexual harassment or retaliation to report violations to any PLIA supervisor, manager, leader or small agency human resources support personnel. While we recognize that victims and bystanders who experience or witness this behavior may feel uncomfortable with reporting violations, reporting of this conduct minimizes future violations of this policy. We will promptly investigate allegations of discrimination, harassment, sexual harassment or retaliation. Where such allegations are substantiated, we will take appropriate corrective or disciplinary action. This process includes support to victims and bystanders.

Retaliation or attempted retaliation against employees, applicants, volunteers or other persons having business with PLIA who file a complaint under this policy or who participate in an investigation will not be tolerated. PLIA encourages employees with complaints alleging discrimination, harassment and/or retaliation to submit them as soon as possible after the

alleged violation. A person making a complaint under this policy may also file a complaint with the Washington State Human Rights Commission or the Federal Equal Employment Opportunity Commission.

PLIA has established a process for reporting discrimination, harassment and sexual harassment complaints, and will ensure that all individuals are protected and provided relief from any form of discrimination or sexual harassment in the workplace. Pursuant to law, there are occasions that an agency must inform employees that it is under a legal obligation to respond to allegations of behaviors covered by this policy. PLIA is committed to responding because it wants to promote an inclusive, respectful and safe culture.

**Discussion and Disclosure**

In accordance with state law, an employer in the state of Washington may not require an employee, as a condition of employment, to sign a nondisclosure agreement, waiver or other document that prevents the employee from disclosing sexual harassment or sexual assault occurring in the workplace, at work-related events or between employees, or between an employer and employee off the employment premises. Any document signed by an employee as a condition of employment that has this effect is void and unenforceable per RCW 49.44.210. Responses to public records requests will be in accordance with applicable disclosure laws including section 2, chapter 373, Laws of 2019.

In this section, the term "employee" does not include small agency human resources support staff, supervisors or managers when they are expected to maintain confidentiality as part of their assigned job duties. It also does not include individuals who are notified and obligated to participate in an open and ongoing investigation into alleged sexual harassment and asked to maintain confidentiality during that investigation.

**Directives**

All employees regardless of position are responsible to:

- Read and comply with this policy.
- Request an interpretation of the policy from their supervisor if they are unsure whether any of their behaviors or circumstances may be a breach of the policy.
- Treat all other employees in a manner consistent with this policy and without discrimination, harassment or sexual harassment.
- Consider being an ally for those facing discrimination, harassment and sexual harassment by speaking up when this behavior is observed

and/or reporting any violations of this policy.

- Take sexual harassment awareness and prevention training within six months of hire and at least annually thereafter if a nonsupervisory employee.

In addition to the above, all supervisors, managers and leaders at PLIA are responsible to:

- Make employees aware of this policy.
- Provide, with appropriate assistance from small agency human resources, clarifications to employees about potential breaches of the policy.
- Lead by example. Create and maintain a workplace free from discrimination, harassment and sexual harassment.
- Watch for signs and symptoms of violations of this policy, including changes in employee behavior and conduct and be proactive in addressing them when noticed.
- Not condone or ignore violations of this policy, or give employees the impression that they are.
- Document, report and respond in an appropriate and timely fashion to incidents of discrimination or harassment toward employees, applicants, volunteers or persons having business with the PLIA.
- Maintain the confidentiality of all such reports to the extent provided/allowed by law.
- Take sexual harassment awareness and prevention training within six months of hire and annually thereafter.

The Management Team will review this policy annually for changes and effectiveness. As part of that review, the following data and criteria will be used to determine the success of this policy:

- Annually, PLIA will be able to affirm that 100% of our employees have met their sexual harassment training requirements.
- By 2021, the total number of days it takes to intake, respond, investigate (if necessary) and take appropriate action on an employee complaint may not exceed, on average, 60 days unless there are extenuating circumstances.
- At least three times a year, a different manager will present at an all-staff meeting a different aspect of the importance of this policy to the agency and in meeting our diversity, and equity and inclusion goals.

- At each all-staff meeting, the DEI committee will encourage employees to provide input and suggestions on this policy and the actions of leaders to create an environment free from discrimination, harassment and sexual harassment. This feedback will be considered as part of the annual review to determine the success of this policy and PLIA's efforts.

The directives indicated here are not optional, and failure to follow them may lead to discipline, up to and including termination. In addition, these directives and the goals will be used in annual evaluations for supervisors and managers as a specific competency required for satisfactory job performance. Supervisors and managers will be expected to explain how they worked to comply, achieve and exceed the goals identified in this policy.

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