

City of Oak Harbor
City Council Agenda Bill

Bill No. 4. d.
Date: September 4, 2018
Subject: Agreement: Biosolids Beneficial
Use Services with Boulder Park,
Inc. and King County

FROM: Cathy Rosen, Public Works Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

- Bob Severns, Mayor
- Blaine Oborn, City Administrator
- Patricia Soule, Finance Director
- Nikki Esparza, City Attorney, as to form

RECOMMENDED ACTION

It is recommended that the City Council approve the Agreement for Biosolids Beneficial Use Services with Boulder Park, Inc. and King County and authorize the Mayor to sign.

BACKGROUND / SUMMARY INFORMATION

For a period of time after startup of the biosolids dryer at the new Clean Water Facility, the Department of Ecology will require the City to treat the biosolids that are produced as Class B (even though they may meet Class A standards). During the period when biosolids must be treated as Class B, they will be transported to the Boulder Park Project (BPP) in Eastern Washington for beneficial reuse.

The proposed agreement between the City, Boulder Park, Inc. (BPI) and King County will allow the City to purchase BPI's services which will include all work necessary for the utilization of the City's biosolids at the Boulder Park Project, as well as the lease of King County's biosolids application equipment to use in land application of the City's biosolids.

LEGAL AUTHORITY

The United States Environmental Protection Agency (US EPA) promulgated 40 Code of Federal Regulation (CFR) Part 503 to govern the final use of disposal of biosolids in an effort to protect human health and the environment. Locally, the Washington Administrative Code (WAC) 173-308 mirrors the federal guidelines in 40 CFR 503. The Washington State Department of Ecology (Ecology) has authority to enforce these rules.

Broadly, 40 CFR Part 503 and the WAC 173-308 define biosolids quality based on the following three parameters: pollutants, pathogens and vector attraction. This section summarizes the definition of these three categories along with the key regulations and anticipated biosolids classification.

FISCAL IMPACT

The agreement provides for the transport of the City’s biosolids to the Boulder Park Project at a cost of \$1,970 per truck load, lease of King County equipment at a cost of \$14.16 per wet ton, and payment to the City from BPI, in the amount of \$7.50 per dry ton.

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

1. [Biosolids Beneficial Use Services Agreement at the Boulder Park Project](#)

BIOSOLIDS BENEFICIAL USE SERVICES FOR THE CITY OF OAK HARBOR AT THE BOULDER PARK PROJECT

2018



**CONTRACT No.
18-0002**

for
Class A and
Class B Biosolids
Beneficial Use

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ATTACHMENTS:

- A: PROJECT ROLES & RESPONSIBILITIES
- B: EQUIPMENT LEASE RATE TABLE 2018
- C: SPILL RESPONSE PLAN
- D: KING COUNTY LETTER OF SELF-INSURANCE

DEFINITION OF WORDS AND TERMS

Words and terms shall be given their ordinary and usual meanings. Where used in the Contract documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

Beneficial Use Facility, or BUF: means a receiving-only facility consisting of a site or sites where biosolids from other treatment works treating domestic sewage are applied to the land for beneficial use, which has been permitted as a treatment works treating domestic sewage in accordance with the provisions of WAC 173-308-310, and that has been designated as a beneficial use facility through the permitting process.

Biosolids: the nutrient-rich product of the wastewater treatment process that meets requirements for beneficial use and used to improve soil fertility and enhance plant growth and crop yield. Biosolids are not considered a commercial fertilizer.

Boulder Park Inc., or BPI: designates the farmer-owned company with headquarters in Mansfield, Washington, that manages biosolids land application operations.

Boulder Park Project, or BPP: designates the name of the biosolids land application project in Douglas County in operation since 1992. This project is jointly operated and managed as a BUF by BPI and King County as outlined in Attachment A, Project Roles and Responsibilities from Contract #471783.

Contractor: The individual, association, partnership, firm, company, corporation, or combination thereof, including joint ventures, contracting with the City for the performance of services or Work under this Contract.

Party or Parties: City of Oak Harbor (City), King County (KC) and Boulder Park Inc. (BPI).

Person: Includes individuals, associations, firms, companies, corporations, partnerships, and joint ventures.

Project: Same as Boulder Park Project (BPP).

Project Participants: General term to include the primary people who are involved with the Boulder Park Project (BPP). This would include the local farmers, local government agencies, local residents, Washington State Department of Ecology (Ecology), other public agencies, Washington State University extension service, etc.

Shall or Will: Whenever used to stipulate anything, Shall or Will means mandatory by either BPI, KC or the City, as applicable, and means that BPI, KC, or the City, as applicable, has thereby entered into a covenant with the other Party or Parties to do or perform the same.

Soil Amendment Value: An agreed to monetary value that the farmer pays to BPI for the nutrient, organic matter and other benefits of biosolids to the soil and crop.

Subcontractor: The individual, association, partnership, firm, company, corporation, or joint venture entering into an agreement with BPI and/or KC to perform any portion of the Work covered by this Contract.

Subsection: For reference or citation purposes, Subsection shall refer to the paragraph, or paragraphs, called out by part, section and alphanumeric designator.

Work: Everything to be done and provided by BPI and KC for the fulfillment of the Contract.

This Contract is made and entered into effective as of the 15 day of August, 2018 by and between the City of Oak Harbor, a municipal corporation of the State of Washington, by and through its Department of Public Works, (hereinafter referred to as the "City"), Boulder Park Inc., a Washington corporation (hereinafter referred to as "BPI"), and King County, a home rule charter county of the State of Washington (hereinafter referred to as "KC"). The City, BPI and KC may also be collectively referred to as the "Parties" and individually as a "Party."

RECITALS

WHEREAS, the City produces biosolids as a by-product of its wastewater treatment process and desires to manage and beneficially use such biosolids; and

WHEREAS, the Boulder Park Project (BPP), located in Douglas County, Washington, is a Beneficial Use Facility (BUF) that has been permitted by the Washington State Department of Ecology (Ecology) for the application of biosolids; and

WHEREAS, BPI and KC have entered into a contract to jointly manage and operate the BPP in accordance with all applicable local, state and federal laws, regulations and best management practices regarding applying dewatered biosolids as a soil amendment to lands; and

WHEREAS, the City desires to enter into this Contract with BPI and KC for (a) land application of the City's biosolids at the BPP, and (b) for the use of KC's equipment to apply the City's biosolids in accordance with all applicable federal, state and local regulations and with BPP requirements; and

WHEREAS, the City currently possesses and agrees to maintain all necessary regulatory permits and approvals and to comply with all laws, rules and regulations applicable to the transport of biosolids material pursuant to this Contract; and

WHEREAS, it is in the best interests of the environment, the City, and the public health, safety, and welfare of the citizens served by City that this Contract be entered into; and

WHEREAS, all Parties agree to support and work towards excellence in biosolids management practices and provide meaningful opportunities for public participation.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and for other good and valuable consideration, it is hereby agreed as follows:

SECTION 1 PURPOSE

1.1 The purpose of this Contract is (a) to allow the City to purchase BPI's services which shall include all work necessary for the utilization of the City's biosolids at the BPP and (b) to allow the City to lease KC's biosolids application equipment for BPI to use in land application of the City's biosolids.

1.2 The further purpose of this Contract is to provide the City with another biosolids management and utilization option to complement the City's other biosolids management contracts. The City has the sole right to allocate the biosolids deliveries among its biosolids contractors.

1.3 The City may provide the BPP with Class A and or Class B biosolids during the months of January through December to ensure year-round responsiveness to any unplanned conditions.

1.4 The City or its haul contractor will provide BPI with an estimated schedule of deliveries. The City or its Contractor, in its sole discretion, may adjust its estimated schedule of deliveries upon reasonable notice to BPI. Such schedule shall include estimated quantities and estimated timing of deliveries consistent with the operating plan and distribution needs.

1.5 During the term of the Contract, BPI agrees to accept up to one hundred (100) percent of the City's Class A and or Class B biosolids that have a total solids content of no less than twelve (12) percent. Biosolids having a total solids content of less than twelve (12) percent may be accepted at BPI's sole discretion, and may be subject to additional charges for any additional work per Section 9 to be agreed upon by the City.

1.6 All Class A or Class B biosolids provided to the BPP by the City shall meet Table 1 – Ceiling Concentration Limits and Table 3 – Pollutant Concentration Limits contained in WAC 173-308-160 (Biosolids pollutant limits), the pathogen reduction requirements of WAC 173-308-170, and the vector attraction requirements of WAC 173-308-180. The City shall immediately notify BPI and KC if the City's biosolids do not meet any of the requirements described above. The City shall provide analytical results demonstrating biosolids quality and nutrient content appropriate for land application at the BPP.

- A. The City shall provide analytical results demonstrating biosolids quality and nutrient content appropriate for land application at the BPP.
- B. Biosolids that do not meet vector attraction reduction requirements will be incorporated into the soil within six hours after being applied to the land to meet the requirements of WAC 173-308- 210(4)(b). The six hour tillage work shall be subject to additional charges per Section 9.2 of this contract.

SECTION 2 BPI'S RESPONSIBILITIES

2.1 BPI shall be solely responsible for biosolids management as defined below, including transport and reuse after acceptance of biosolids from the City. Biosolids loaded into BPI's method of transport shall be considered to be accepted by BPI when the method of transport departs the City site. These biosolids management responsibilities shall include, but are not limited to, the following:

- A. Transportation of biosolids loaded into BPI-furnished equipment at the City site,

to the location of ultimate disposition;

- B. Ultimate disposition of biosolids including management, application, monitoring, permitting, record keeping and reporting;
- C. Compliance with all local, state and federal laws and regulations applicable to said operations including best management practices;
- D. Payment of employees, subcontractors, lenders and suppliers associated with BPI's management and beneficial use of biosolids, and all related taxes, fees, charges and all other costs; and
- E. Maintenance and operation of all KC-owned equipment per the contractual agreement between KC and BPI (see Attachment A, Project Roles & Responsibilities from Contract #471783);

2.2 BPI warrants and represents that it has the business, professional, and technical expertise necessary to manage, handle and utilize the City's biosolids in a safe, prudent, workman-like, and legal manner. Furthermore, BPI warrants and represents that it has the equipment and employee resources required to perform this Contract, and that such equipment shall at all times, relevant to the performance of services hereunder, be maintained in a good and safe condition and fit for the use as required.

2.3 BPI shall keep all equipment and any application sites clean and orderly. No unsightly debris, broken down equipment, trash, garbage or deleterious materials not necessary for the operation shall be allowed to accumulate. BPI shall cooperate fully with the City to maintain the highest reasonable image for such services. The City shall have no responsibility for the selection or use of an application site by BPI and assumes no responsibility or liability for the adequacy or legality of such site for the beneficial use of biosolids.

2.4 BPI is solely responsible for assuring that all transportation activities required under this Contract are performed by BPI or BPI's subcontractor in compliance with any applicable federal, state or local environmental or public health laws, codes or regulations. BPI is solely responsible for obtaining and maintaining all permits and registrations necessary for the transportation of the City's biosolids. The City and BPI agree KC shall have no responsibility for any transportation or hauling activities related to the City's biosolids.

2.5 BPI shall also be responsible for maintaining necessary security at application sites to protect public health and safety, and to avoid unauthorized uses of biosolids material. BPI shall not cause a nuisance, as defined in RCW 7.48.120, at any application site. It is BPI's responsibility to adequately inform its personnel or any subcontractors that biosolids are a product of the wastewater treatment process derived from sewage treatment and that workers may be exposed to pathogens. The workers shall be advised on proper hygienic precautions when handling of biosolids.

SECTION 3 KING COUNTY'S RESPONSIBILITIES

KC shall be responsible for the following:

1. Provide access and use by BPI to project-specific KC-owned equipment, so BPI may use such equipment to apply the City's biosolids as part of the BPP. It shall be known per this Contract that KC shall have first-right of usage as it relates to KC-owned equipment;
2. Replace and/or refurbish KC-owned equipment per an equipment replacement schedule, which is part of the Equipment Lease Rate Table provided as Attachment B and is incorporated by reference as if fully stated herein;
3. Regularly communicate with BPI regarding daily project activities and perform routine site inspections;
4. Calculate application rates based on the City's current biosolids quality data (these calculations are reviewed by Washington State University research scientists and sent to Ecology for approval);
5. Maintain and update the Biosolids Beneficial Use Services Contract and associated costs and price adjustments in accordance with Sections 7 and 8;
6. Maintain and update the BPP Site-Specific Land Application Plan, and promptly provide any revisions to the City when periodic changes are made; and
7. Secure and maintain all necessary state and local permits and/or approvals for biosolids to be applied at the BPP, and comply with all applicable federal, state and local regulations.

SECTION 4 JOINT BPI/KC'S RESPONSIBILITIES

4.1 BPI and KC shall be responsible for obtaining and maintaining all permits and registrations necessary for the management of biosolids land application. Costs for required permits and registrations shall be included in the unit price for biosolids management. BPI and KC shall provide the City with current copies of all permit applications, permits, registrations, records and reports required by local, state and federal laws and regulations throughout the life of the Contract. Costs for documentation shall be included in the unit price for biosolids management. The City's review of such materials is for its information only, implies no approval of BPI's or KC's compliance with applicable requirements, and in no way relieves BPI or KC of its obligations under this Contract.

4.2 BPI and KC shall be responsible for any public involvement or public information efforts associated with biosolids management outside of the City's service area. The City may, at its discretion, handle public involvement or information for a particular situation solely, or in conjunction with BPI or KC. BPI and KC shall record and respond to all complaints within a reasonable time. Written copies of the

complaints and the response shall be provided to the City with the monthly invoice. The City shall assist BPI and KC in similar efforts within the City's service area as may be necessary for developing a public involvement program to implement and maintain its biosolids management program.

SECTION 5 CITY'S RESPONSIBILITIES

City shall:

1. Provide timely communication of any significant variation in biosolids quantities to be delivered. The City states deliveries will be fairly consistent at first and will slowly taper off as biosolids product is approved for Class A reuse. It is understood that unanticipated breakdowns and periodic maintenance may occur and timely communication may be on short notice.
2. Scale and record wet tons of biosolids loaded into the contractor's biosolids hauling equipment at the City site to document the tonnage of biosolids being hauled in accordance with state and federal trucking regulations and to delivered tonnage at location of ultimate disposition. Tonnage should be weighed and recorded at a certified scale;
3. Provide documentation on a per load basis to BPI for reconciliation purposes that includes at a minimum the delivery date, driver name, delivery site ID or location description, and tonnage delivered. This information will be reconciled on a monthly basis to ensure accuracy and agreement by all Parties;
4. Secure and maintain all necessary state and local permits and comply with all applicable federal, state and local regulations;
5. Provide and or approve the contractor's Spill Response Plan (Attachment C). Ensure the contracted hauler has a current copy of the Spill Response Plan in trucks hauling the City's biosolids at all times and before leaving the City's facility, and that the haul contractor's drivers know who to call in case of a spill, accident, or emergency;
6. Test its biosolids in accordance with applicable law; thoroughly review the reported analytical data for accuracy and completeness; provide BPI and KC the biosolids quality data necessary for BPI and KC to use or otherwise manage the biosolids; and, immediately notify BPI and KC if the City's biosolids do not meet any of the requirements in section 1.6;
7. Pay BPI and KC the agreed upon service and lease fees as provided in monthly reconciled invoices; and
8. Not operate or maintain KC-owned equipment.

SECTION 6 TERMS OF CONTRACT

6.1 The term of this Contract is from the effective date specified above through December 31, 2020. Any extension of the term of this Contract shall be in writing, mutually agreeable by BPI, KC and the City.

6.2 BPI's and KC's obligations and responsibilities shall commence upon delivery of a Notice to Proceed by City. Prior to issuance of the Notice to Proceed, it will be the responsibility of BPI to furnish the appropriate insurance documents (Section 14) to the City.

SECTION 7 BASIS FOR PAYMENT

7.1 BPI shall be paid a flat rate per truck load for biosolids loaded in trucks and trailers provided by BPI for the purpose of transporting biosolids from the City's treatment plant or designated storage area to BPI's designated application sites. The haul rate shall be \$1,970 per load (2018 dollars) for a truck and pup guaranteed at 30-ton or 60-yard capacity. The truck and trailer number shall be recorded at the time of hauling on the trip ticket. The forms and procedures for trip tickets and billing shall be developed by BPI and approved by the City prior to hauling biosolids.

7.2 BPI shall submit monthly billings in an approved format that has been reconciled with the City's records. Payment shall be made based on a cost per delivered wet ton of biosolids transported. Within thirty (30) days after receipt of an invoice, the City will pay BPI for authorized materials accepted and/or services, satisfactorily performed, including the leasing of KC equipment, at the rate of \$14.16 (\$2.99 KC, \$0.23 Tax at Mansfield rate of 7.7%, and \$10.94 BPI) per wet ton (2018 dollars)(BPI base unit price) in addition to the haul rate as outlined in Section 7.1. Acceptance of such payment by BPI shall constitute full compensation for all tasks completed by BPI and KC, including but not limited to supervision, management, labor, supplies, materials, work equipment and the use thereof, and for all other necessary expenses incurred by BPI and KC in performing the services. Adjustments shall be made in billing for errors in measurement discovered within twelve (12) months of the error.

- A. Biosolids that do not meet vector attraction reduction requirements will be incorporated to meet the requirements of WAC 173-308-210(4)(b). The six hour tillage work shall be subject to additional charges per Section 9.2 of this contract at the rate of \$8.46 (2018 dollars). Refer to Section 9.2 for further information.

7.3 BPI will submit a quarterly statement to KC that clearly shows the City's tons applied, the site, and the month application occurred. After receipt and verification of the statement will submit an invoice to BPI for payment of the KC equipment lease fee. BPI shall pay the invoice and will remit payment to:

Accounts Receivable

King County Department of Finance
500 Fourth Avenue, Room 620
Seattle, WA 98104-2387

7.4 The BPI base unit price shall include everything necessary for the prosecution and completion of the Contract including but not limited to furnishing all materials, application equipment lease fee, tools, and all BPI and KC management, superintendence, labor and service, except as may be provided otherwise in the Contract, provided, Washington State sales tax is not included in the price.

7.5 The BPI base unit price shall remain firm throughout the term of the contract, except for changes allowed in Section 8. Rate changes may also be made at the time this Contract is extended providing BPI and KC supply adequate documentation of the change in its costs acceptable to the City. Requests for any such change are to be made in writing to the City. Any agreed-to change shall take effect at the time of the Contract extension and shall remain in effect throughout the extension period.

7.6 BPI will pay the City \$7.50 per dry ton for soil amendment value of biosolids delivered to the BPP. This payment amount is fixed for the term of the contract and not subject to price adjustments in Section 8.

SECTION 8 PRICE ADJUSTMENTS

8.1 Rate adjustments may be made for changes of law and regulatory requirements based on documented cost increases or decreases as mutually agreed to, in writing by all parties. The City has the right to terminate this Contract, pursuant to Section 17, for changes of law or regulatory requirements if the City feels such increases are excessive.

8.2 Annual Adjustments for the total application rate will be adjusted using 100% of the annual percent change to the "All Items" category of the Seattle-Tacoma Consumer Price Index for Urban Wage Earners and Clerical Worker for the previous calendar year in which there was a positive adjustment. In the event that the formula results in a negative, the adjustment shall be zero adjustment. Retroactive to each January 1 of each year, changes to the base rate will be calculated as follows:

Example: new application rate = previous rate X [current Annual CPI value / previous Annual CPI value for series ID: cwura423sa0]

SECTION 9 ADDITIONAL WORK

9.1 Additional work means the furnishing of materials or equipment and/or the doing of work or service not presently contemplated by the Contract. If the City requires additional work, it may direct BPI in writing to do the additional work at the BPI base unit price (as described in Section 7), or it may direct BPI to do the additional work at a mutually agreed upon lump sum or mutually agreed upon unit prices. Performance of additional work without the prior express written consent of the City shall be at BPI's sole expense. Additional work will be authorized either with a purchase order number or

according to the requirements in Subsection 8.2 and 9.3.

9.2 Agencies participating in the BPP are required to meet vector attraction reduction requirements per WAC 173-308-180 or through incorporation of biosolids within 6-hours of land application per WAC173-308-210(4)(b). If incorporation is required, Boulder Park Inc. (BPI) will perform the tillage work as required. The cost for this 6 hour tillage service is \$8.46 per wet ton (2018 dollars)(\$1.68 plus \$0.13 Tax for KC equipment and project management, and \$6.66 for BPI operations fee). The 6 hour tillage price shall remain firm throughout the term of the contract, except for changes allowed in Section 8. Rate changes may also be made at the time this Contract is extended providing BPI and KC supply adequate documentation of the change in its costs acceptable to the City. Requests for any such change are to be made in writing to the City. Any agreed-to change shall take effect at the time of the Contract extension and shall remain in effect throughout the extension period.

9.3 Change orders for material or services will be without effect unless issued and authorized in writing by the City.

SECTION 10 LIABILITY OF BPI AND KC

10.1 BPI and KC accept the risks and resulting liabilities of managing conforming biosolids when biosolids arrive at the BPP designated application sites. For the purposes of this agreement, conforming biosolids shall mean that all the City's biosolids shall meet Ecology standards for regulated parameters as specified in Subsection 12.6. These risks potentially include, but are not limited to, the following:

- Contamination of groundwater
- Contamination of surface water
- Contamination of air
- Odor issues at the site and how to mitigate them for surrounding neighbors
- Human health impacts
- Impacts to soil
- Impacts to crops, vegetation or livestock
- Impacts to future uses of sites to which biosolids have been applied.

10.2 BPI shall be completely responsible for securing conforming biosolids loaded into the means of transport selected by BPI against spillage, leakage or public exposure, and for providing properly designed locations for the safe and secure unloading of biosolids at BPI's designated application sites.

SECTION 11 TRANSFER OF MANAGEMENT RESPONSIBILITIES

All biosolids accepted by BPI shall become BPI's responsibility to manage under the terms of this contract. Acceptance of biosolids is considered to occur when (1) BPI is under contract and responsible for transportation of biosolids to the project delivery site and the method of transport departs the City site, or (2) the City is responsible for the transportation of

biosolids and the biosolids are delivered to the Boulder Park Project site.

BPI shall accept all biosolids that are within the range of “Biosolids Quantities and Characteristics” as specified in Section 13 of the Contract. BPI is solely responsible for the handling and ultimate disposition of all biosolids loaded onto the BPI-provided transportation.

SECTION 12 COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS AND REGULATIONS AND BEST MANAGEMENT PRACTICES

12.1 BPI and KC agree to comply with all applicable local, state and federal laws and regulations at all times and obtain and maintain all required permits and registrations necessary for the management of biosolids land application by BPI and KC. Specific laws and regulations specifically applicable to biosolids management include but are not limited to the following:

- 40 CFR 503 Standards for the Use or Disposal of Sewage Sludge
- WAC 173-308 Biosolids Management
- WAC 173-200 Water Quality Standards for Groundwaters of the State of Washington
- WAC 173-201A Water Quality Standards for Surface Waters of the State of Washington

12.2 Biosolids are defined as municipal sewage sludge that is primarily organic, semisolid product recovered during the wastewater treatment process that can be beneficially utilized and meets all applicable requirements under Washington State Chapter 173-308 and conforms to all applicable federal rules adopted under the Federal Clean Water Act. Biosolids rules are enforced by Ecology. BPI and KC shall be responsible for contacting all agencies and jurisdictions necessary to obtain any permits necessary for its performance under this Contract. BPI and KC shall contact Ecology for regulations and permits in effect when this Contract is in effect, including, without limitation, permits and regulations regarding the specific management methods proposed for use by BPI and KC with respect to the City’s biosolids.

12.3 BPI and KC shall manage biosolids using applicable best management practices. Best management practices may be found in the Biosolids Management Guidelines for Washington State published by Ecology. The most recent publication available on or before September 2010 shall be used as best management practices for the Contract. Updated versions of best management practices shall be incorporated into this Contract based on the provisions of Subsection 9.1.

12.4 Other permits and registrations, if any, shall be obtained and maintained by BPI and KC as required for the specific location of biosolids handling, application and disposition sites and specific biosolids management approaches at the project sites. BPI and KC shall be solely responsible for knowledge of and compliance with

all laws, regulations and permits required for operation and maintenance of biosolids management application sites and functions.

12.5 BPI and KC shall be responsible for all environmental compliance and monitoring required for the management of biosolids land application. The costs of this environmental compliance and monitoring shall be included in the BPI base unit price hereinbefore agreed to.

12.6 The City will make available to BPI and KC all biosolids monitoring and environmental compliance required by its National Pollution Discharge Elimination System (NPDES) permit and its Washington State General Permit for Biosolids Management, sections WAC 173-308-160 (Biosolids pollutant limits), WAC 173-308-170 (Pathogen reduction) and WAC 173-308-180 (Vector attraction reduction). Results of additional testing performed by the City will be made available to BPI and KC at no cost when necessary for BPI and KC to perform under this Contract.

SECTION 13 BIOSOLIDS QUANTITIES AND CHARACTERISTICS

13.1 The City may develop other biosolids management options during the term of this Contract, delivering biosolids in quantities in accordance with subsection 1.4.2. The City will provide biosolids on as uniform a basis as possible given influent wastewater variations, treatment process conditions, and solids handling operations. The City is responsible for reviewing plant records to determine, estimate and plan for annual, monthly, and weekly averages and variability and informing BPI and KC of substantial changes in biosolids quality.

13.2 The City affirms that its biosolids are produced from domestic, commercial and industrial wastewaters generated in the City's wastewater service area.

SECTION 14 INSURANCE

14.1 The Parties shall obtain and maintain the minimum insurance as set forth below covering the operations and activities required by the Contract. By requiring such minimum insurance, the Parties shall not be deemed to have assessed the risks that may be applicable to each Party under this Contract. Each Party shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

Each Party shall also require its subcontractors to maintain the minimum insurance set forth below or such other minimum insurance as is appropriate with respect to the work to be performed. Each Party shall obtain certificates of insurance for all of its subcontractors and make them available for inspection by the any other Party on request.

14.1.1 **Commercial General Liability.** \$1,000,000 combined single limit per occurrence and for those policies with aggregate limits, a \$2,000,000 aggregate limit.

14.1.2 **Automobile Liability.** \$1,000,000 combined single limit per accident. If the potential exists to release pollutants either as cargo or from the

automobile (as defined by the standard auto policy exclusion of pollution) the auto policy shall be endorsed to include endorsement CA 9948 (or its equivalent).

14.1.3 **Workers' Compensation. Statutory requirements of the State of residency.** Coverage shall be at least as broad as Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this work by applicable Federal or "other States" State Law.

14.1.4 **Employer's Liability or "Stop Gap". For a limit of \$ 1,000,000** Coverage shall be at least as broad as the protection provided by the Workers Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the general liability policy.

14.1.5 OTHER INSURANCE PROVISIONS

- A. The insurance policies required in this Contract are to contain and be endorsed to contain the following provisions:
1. With respect to all Liability Policies except Professional Liability and Workers Compensation:
 - (i) BPI or its subcontractor shall add the other Parties, its officers, officials, employees, and agents to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of BPI or the subcontractor in connection with this Contract. The City shall add the other Parties, their officers, officials, employees and agents as additional insureds as respects liability arising out of activities performed by or on behalf of the City in connection with this Contract. The Parties acknowledge that KC maintains a self-insurance program for the handling of its liabilities, and as such, cannot add other parties as additional insureds.
 - (ii) Each Parties' insurance coverage shall be primary insurance as respects the other Parties, its officers, officials, employees, agents, and consultants. Any insurance

and/or self-insurance maintained by the other Parties, its officers, officials, employees, agents and consultants shall not contribute with the Parties' insurance or benefit the Party in any way.

(iii) BPI or its subcontractors' insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

14.1.6 In lieu of the aforementioned liability policies, KC, maintains a fully funded Self- Insurance program for the protection and handling of KC's liabilities including injuries to persons and damage to property.

14.1.7 The Parties agree that the City of Oak Harbor's membership in Washington Cities Insurance Authority, as self-insured municipal risk pool, satisfies the aforementioned insurance requirements.

14.2 Unless otherwise approved by the City, all insurance shall be on an "occurrence" basis and shall be maintained through the term of this Contract and for a period of three hundred sixty-five (365) days after termination or acceptance of work, as the case may be. All insurance shall be provided on forms and by insurance companies satisfactory to the City.

14.3 No provision in this Contract shall be construed to limit the liability of any Party as provided by law. Each Parties' liability shall extend as far as the appropriate periods of limitation provided by law.

14.4 Each Party shall provide the other Parties with certificates and endorsements evidencing insurance from the insurer(s) certifying to the coverage of all insurance required herein within ten (10) days after Notice to Proceed. If BPI neglects to obtain and maintain in force any such insurance or deliver such policy or policies and receipts to the City, then the City may, at its option, terminate this Contract immediately, purchase required insurance coverage by withholding the premium amounts from payments due BPI, or demand BPI purchase the required insurance within a time frame acceptable to the City.

14.5 Failure to provide such required insurance shall entitle any Party to suspend or terminate the other Parties' work hereunder for default in accordance with Subsection 17.2. Suspension or termination of this Contract shall not relieve any Party from its insurance obligations hereunder.

SECTION 15 COORDINATION WITH THE CITY'S TREATMENT PLANT

The City will provide BPI with e-mail notification as soon as practicable when the need arises to utilize the services described herein.

SECTION 16 DAMAGES

Nothing in this Contract is intended to waive any damages the City may be entitled to as a result of BPI's default. Unless BPI terminates this Contract pursuant to Section 17.1, then if BPI fails to commence or continue performance of this Contract after

issuance of the Notice to Proceed, BPI shall reimburse the City for the actual damages and costs incurred by the City until other satisfactory arrangements for up to the remaining term of this Contract can be implemented. The City shall have the right to deduct such costs or damages from any amount due, or that may become due BPI, or the amount of such damages shall be due and collectable from BPI. The City agrees to make all reasonable and practicable efforts to mitigate its damages.

SECTION 17 TERMINATION OR CONTRACT SUSPENSION

17.1 Any of the Parties may terminate this Contract in whole or in part for any reason by delivering written notice to each of the other Parties at the mailing addresses stated herein, properly executed, at least ninety (90) days before the proposed termination date. BPI and KC shall be paid any amounts owing, including necessary and reasonable Contract close-out costs, up to the date of termination as specified in the notice, less any deductions provided by this Contract or by law. The City shall have at least ninety (90) days to find a suitable replacement, as determined by the City. BPI shall promptly submit its request for the termination payment, together with detailed supporting documentation. If BPI has any property in its possession belonging to the City, BPI shall account for the same and handle it in the manner the City directs.

17.2 Any Party may terminate the Contract for default in the event of a failure by either of the other two Parties to comply with the provisions of this Contract including, but not limited to, the following:

- (A) failure to perform services or other work as required;
- (B) failure to comply with any material terms or provisions of the Contract;
- (C) failure to comply with laws or regulations;
- (D) failure or delay due to inability to obtain the required employees or equipment; or
- (E) failure to provide continuous and solvent business operations.

Termination for default may be delivered by mail and shall be effective upon mailing, directed to the defaulting Party (or Parties) at the mailing addresses stated above, setting forth the manner in which the Party is (or Parties are) in default.

17.3 In the event the City believes BPI is in default, the City may include a compliance schedule with the Notice of Termination, which must be met in order to avoid termination. The compliance schedule shall state that within a time period specified by the City, BPI shall submit to the City a written detailed plan describing the actions required to achieve compliance that is subject to the City's approval.

17.4 In the event the Contract is terminated for default, BPI and KC will only be paid the base unit price for services or work delivered or performed in accordance with the Contract, less any deductions authorized by this Contract. Further, if BPI is in default then, BPI shall be responsible for additional direct and indirect costs incurred by the City to have the work under this Contract performed by other parties or any other damages or injuries to the City, its facilities or personnel related to BPI's services.

SECTION 18 RECORDS, REPORTS AND MEETINGS

18.1 BPI shall, for the term of the Contract and six (6) years thereafter, consistently maintain full, complete and accurate books of account and records related to this Contract at its principal place of business. These records shall also include detailed information describing the application rates to all project sites. The City shall have the right during reasonable business hours to inspect and audit such books and records. All books and records of account shall be maintained by BPI according to generally accepted accounting principles and applicable requirements of the State of Washington.

18.2 The following books of account and reports may be reviewed by the City and shall be made available upon request to the City:

- a daily project site log (including generator, field identification, delivery dates and tonnage) during application of biosolids;
- a weekly project site summary of activities and events;
- application logs (including application rate, date, acreage and tonnage) for each project site that is applied;
- WAC 173-308 annual report (the City shall assist BPI and KC in collecting and documenting the data required for this regulatory report); and
- copies of all written correspondence relating to this project.

18.3 The City shall have the right during reasonable business hours to inspect the BPP biosolids management facilities. BPI shall provide the City access to perform said inspections.

SECTION 19 INDEMNIFICATION

19.1 BPI agrees that it shall be liable for and shall indemnify, defend and hold harmless the City and KC, and their officers, agents, and employees, from and against any claims, actions, suits, costs and damages of any nature whatsoever, including reasonable attorney's fees in defense thereof for injuries or death to persons, or damage to property, (hereinafter "Claim"), arising directly or indirectly out of BPI's intentional or negligent act or omission in the performance of its duties as described in this Contract, BPI's breaches of this Contract or BPI's acts or omissions in violation of law, including fines, penalties and judgments. In the event of any Claim arising out of the concurrent negligence of BPI and the City, or BPI, the City and KC, BPI's defense and indemnification obligations under this section shall be limited to the extent of BPI's negligence.

19.2 KC agrees that it shall be liable for and shall indemnify, defend and hold harmless the City, and their officers, agents, and employees, from and against any claims, actions, suits, costs and damages of any nature whatsoever, including reasonable attorney's fees in defense thereof, for injuries or death to persons, or damage to property,

(hereinafter "Claim"), arising directly or indirectly out of KC's intentional or negligent act or omission in the performance of its duties as described in this Contract, KC's breaches of this Contract or KC's acts or omissions in violation of law, including fines, penalties and judgments. In the event of any Claim arising out of the concurrent negligence of KC and the City, or KC, the City and BPI, KC's defense and indemnification obligations under this section shall be limited to the extent of KC's negligence.

19.3 The City agrees that it shall be liable for and shall indemnify, defend and hold harmless BPI and KC, and their officers, agents, and employees, from and against any claims, actions, suits, costs and damages of any nature whatsoever, including reasonable attorney's fees in defense thereof, for injuries or death to persons, or damage to property, (hereinafter "Claim"), arising directly or indirectly out of the City's intentional or negligent act or omission in the performance of its duties as described in this Contract, the City's breaches of this Contract or the City's acts or omissions in violation of law, including fines, penalties and judgments. In the event of any Claim arising out of the concurrent negligence of the City and BPI or KC, the City's defense and indemnification obligations under this section shall be limited to the extent of the City's negligence.

19.4 For purposes of paragraphs 19.1, 19.2 and 19.3 above, each Party, by mutual negotiation hereby waives any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.

19.5 The indemnification obligations under this section shall not expire with the termination of this Contract.

SECTION 20 DISPUTES UNDER THIS CONTRACT

20.1 In the event that a dispute arises under this Contract, then representatives from the Parties involved in the dispute shall meet and confer in an effort to resolve the dispute. If the Parties' representatives cannot resolve the dispute within fifteen (15) calendar days then any Party involved in the dispute may request that the Parties involved in the dispute engage in mediation, with each such Party to share equally in the costs of mediation. If the dispute is not resolved to the satisfaction of the Parties involved through mediation then any of the involved Parties may take whatever steps it deems appropriate, including but not limited to, bringing a civil action in a court of competent jurisdiction. Nothing in this section shall be construed to prohibit any Party from exercising its right to terminate this Contract as otherwise provided herein or be construed as a pre-condition to the exercise of such right to terminate.

20.2 Pending final resolution of a dispute hereunder, all Parties shall proceed diligently with the performance of the Contract

SECTION 21 SEVERABILITY

If any part of the Contract is declared to be invalid or unenforceable, the rest of the Contract shall remain binding.

SECTION 22 INDEPENDENT CONTRACTOR

Each Party hereto is and shall perform this Contract as an independent contractor, and as such, shall have and maintain complete control over all of its employees, agents, and operations. None of the Parties nor anyone employed by them shall be, represent, act, purport to act or be deemed to be the agent, representative, employee or servant of any of the other parties.

SECTION 23 SUBCONTRACTORS

BPI shall identify all proposed suppliers or subcontractors for items or services under this Contract expected to equal or exceed fifty percent (50%) of the estimated service fees to be received by BPI for services under this Contract. The City reserves the right to reject in writing within fifteen (15) days of such submission any such supplier or subcontractor. The City's right to reject shall not be unreasonably exercised.

SECTION 24 FORCE MAJEURE

Should any of the Parties be prevented wholly, or in part, from performing their respective obligations under this Contract by a cause reasonably outside of and beyond the control of the Party affected thereby, including but not limited to war, government regulation, restriction or action, strike, lockout, accidents, storms, earthquake, fire, acts of God or public enemy or any similar cause beyond the control of the Parties, then such Party shall be excused hereunder during the time and to the extent that the performance of such obligation are so prevented, and such Party shall have no liability whatsoever for any damages, consequential or otherwise, resulting therefrom.

SECTION 25 NON-WAIVER

Failure by any of the Parties to enforce their rights under any provision of this Contract shall not be construed to be a waiver of that provision. No waiver of any breach of this Contract shall be held to be a waiver of any other breach.

SECTION 26 ASSIGNMENT

No Party may assign any interest, obligation or benefit under or in this Contract or transfer any interest in the same, whether by assignment or novation, without the prior written consent of the other Parties. If assignment is approved, this Contract shall be binding upon and inure to the benefit of the successors and/or assigns.

SECTION 27 NOTICES

All notices required under this Contract shall be personally delivered or mailed by certified or registered mail, postage prepaid as follows:

If to the City, addressed to:

Name: Steve Bebee, Public Works Operations Manager
Address: City of Oak Harbor, Department of Public Works,
Wastewater Division 865 SE Barrington Drive
Oak Harbor, WA 98277
(360) 279-4764
sbebee@oakharbor.org

If to BPI, addressed to:

Name: David K. Ruud, Operations Manager
Address: Boulder Park, Inc.
P.O. Box 285 Mansfield,
WA 98830 (509)
683-1142
ruudbpi@aol.com

If to KC, addressed to:

Name: Jake Finlinson, Biosolids Project Manager
Address: King County Wastewater Treatment Division
201 S. Jackson Street, #KSC-NR-
0512 Seattle, WA 98104
(206) 477-3524
jake.finlinson@kingcounty.gov

Or to such other address as any Party shall specify by written notice so given. Notices shall be deemed to have been given and received as of the date so delivered or three (3) business days after being deposited in the US mail.

SECTION 28 ENTIRE CONTRACT; AMENDMENT

This Contract constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes any and all other communications, representations, proposals, understandings or agreements, either written or oral, between the Parties with respect to such subject matter. This Contract may not be modified or amended, in whole or in part, except in writing signed by all Parties.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed as of the date above written.

CITY OF OAK HARBOR

By _____
Robert Severns, Mayor

Date _____

BOULDER PARK, INC.

By _____
Leroy Thomsen, President

Date _____

KING COUNTY

By _____
Mark Isaacson
Director, Wastewater Treatment Division

Date _____

Approved as to form only:

By _____
Verna Bromley, Sr. Deputy Prosecuting Attorney

Date _____

ATTACHMENT A

Boulder Park Project Beneficial Use Facility Roles and Responsibilities (Douglas County)

This document clearly defines the roles of each project participant involved in the beneficial utilization of biosolids as a soil amendment and for its plant essential nutrients at the Boulder Park Project (BPP) in Douglas County. Additional descriptions of certain tasks are discussed in more detail within the 2015 BPP Site Specific Land Application Plan (SSLAP).

King County Department of Natural Resources and Parks, Wastewater Treatment Division (KC)

KC Biosolids Management Program Manager

- Overall responsibility for the entire biosolids management program.
- Must approve or be notified of all project proposals; press announcements/responses; public informational handouts and meetings; environmental checklist; permits; research plans; project budgets and capital expenditures; and overall project management.
- May review or be consulted on project issues as they arise.
- Has authority to stop operations at any time for non-compliance of contract specifications.

KC Biosolids Agriculture Project Manager

- Overall responsibility for Boulder Park Project management.

Tasks with full responsibility include, but are not limited to:

- Site Development – work jointly with BPI to identify suitable application sites according to GLAP and prepare permit documentation; maintain records for each landowner including: property legal descriptions, signatures, acreage and farmer.
Product: Permit documentation; maps; Master List of Boulder Park Project Acreage; DOE Model Form.
- Public Involvement/Communications - schedule/coordinate site tours and open houses/public meetings, address project issues; ensure that adequate communications are maintained among all project participants.
Product: Public meeting, open house, tours; periodic contact with project participants.
- Permits - procure, document and ensure compliance with all applicable permits and regulations.
Product: Permit application documentation and GIS project maps.
- Applications – prepare activity table and maps of next season’s proposed applications; calculate agronomic application rates and send to WSU scientist for review before submitting to WDOE for approval.
Product: SSLAP Addendum; Boulder Park Biosolids Application Calculations and Nitrogen Value forms.

- Field Operations - ensure that all field operations are performed by BPI according to SSLAP and permit requirements.
Product: Site inspection logs; phone and email logs; review of BPI weekly report.
- Biosolids Delivery - coordinate with King County Transportation Manager or other on distribution and scheduling; inspect project storage areas.
Product: KC distribution plan; site inspection logs.
- Equipment - schedule, budget and procure necessary equipment for year-round operations.
Product: Boulder Park Equipment Replacement Schedule; capital budget forecasts/requests.
- Recordkeeping - maintain detailed, up-to-date records on all facets of the Boulder Park Project.
Product: files on the following: correspondence; landowner records; other generators records; contract and change order documents; invoices; capital budget and equipment; monitoring data results; BPI weekly reports; application rate calculations/approvals.
- Reports - prepare annual reports jointly with BPI.
Product: WDOE 308 and Boulder Park Project annual report, including: biosolids application and storage tables, project overview map, monitoring data, operational activities and research results.
- Monitoring - review monitoring plan, sampling protocols, scheduling and data results with BPI.
Product: sampling log; BPP annual report.
- Safety - ensure BPI has approved Safety Plan following all current applicable regulations.
Product: review of Safety Plan and safety meeting records.
- Assure permit and project plan commitments are followed and all contract performance standards are met as described in the Contract #471783.
- Must review or be consulted on biosolids delivery, tracking and road agreements/restrictions.
- Must be notified about research plans and objectives.
- Has authority to stop operations at any time for non-compliance of contract specifications.

KC Biosolids Transportation Manager

- Overall responsibility for efficient scheduling and safety of only King County biosolids deliveries.
- Overall responsibility to coordinate response only if KC biosolids are accidentally spilled along the haul route.
- Overall responsibility to distribute, update and provide training on the KC Spill Response Plan and/or 'Biosolids and Grit Haul Driver's Handbook' to KC hauler.
- Principal contact between KC treatment plant personnel and KC haul contractor to coordinate KC biosolids deliveries.
- Must review and be consulted on road agreements and restrictions regarding haul trucks.
- May review or be consulted on project issues as they arise.

Boulder Park Incorporated (BPI)

BPI President, Leroy Thomsen

- Overall responsibility for project compliance and that all operations follow the prescribed SSLAP.
- Responsible for directing daily operations and functions of BPI.
- Responsible for hiring and supervising qualified personnel as Operations/Site Supervisor.
- Responsible for maintaining auditable records and files on all operations and expenditures.
- Responsible for maintaining efficient communications network among all project participants.
- Responsible for establishing a local distribution plan to involve other community farmers in utilizing biosolids.
- Must review or be consulted on all site operations, project proposals, public meetings and/or site tours.
- May review or be consulted on contract and permit documentation, press announcements, research projects and monitoring data.
- Serves as site representative of all the land owners on the project. Responsible to speak or assign designee about the pros and cons related to biosolids utilization and be available for tours of the site as his schedule allows. All site tours must be coordinated with King County's Project Manager and BPI's Operations Supervisor.

BPI Operations/Site Supervisor, Dave Ruud

- Principal contact for all contract-related activities on this project. Ensures the project is carried out according to the SSLAP, SEPA, Contract #471783 and Ecology biosolids regulations. Works directly with BPI President and closely with King County's Project Manager and/or designee.

Tasks with full or partial responsibility include, but are not limited to:

- Site Development – work jointly with KC to identify suitable application sites according to GLAP and assist in preparing permit documentation; obtain property legal descriptions and landowner signatures.
Product: Review permit documentation, maps and master list of property descriptions; DOE Model Form.
- Public Involvement/Communications – coordinate and/or participate in site tours and open houses/public meetings, respond to community questions, promote public acceptance and stay informed of public opinion on local biosolids usage; maintain adequate communications among all project participants.
Product: Public meeting, open house, tours; attend other community meetings; periodic contact with project participants.
- Permits - assist in preparing documentation and ensuring compliance with all applicable permits and regulations.
Product: Review permit application documentation and project maps as required; no permit violations.

- Storage Areas - identify location, haul route and required buffers; prepare site; post signs.
Product: Review GIS site maps; fairly level, accessible sites.
- Field Access - obtain farmer signature; maintain access roads equivalent to pre-project conditions.
Product: Farmer agreement; clean and safe roads for public usage.
- County road repair - coordinate with Douglas County (DC) to provide water and equipment as necessary to maintain/repair haul route; advise DC of changes to route and delivery schedule.
Product: Updated project maps; minimal complaints from public and DC personnel.
- Biosolids Delivery - coordinate with KC and other generator's haul contractor, assist truck drivers with deliveries, reconcile tonnage, comply with road agreements and restrictions and inspect site.
Product: delivery schedule; tonnage/inspection records; proper signage.
- Equipment - maintain, operate, store, and repair to minimize down-time.
Product: maintenance records; equipment logs.
- Operations - supervise daily field operations; hire operators, inspect site for compliance with permit and SSLAP and inform BPI President and KC project manager of problems.
Product: BPI weekly reports.
- Applications - coordinate delivery and application schedule with farmers; calibrate equipment to apply Ecology-approved biosolids application rate; record tons applied to each site.
Product: SSLAP Addendum; equipment calibration and application log by site and generator.
- Recordkeeping - maintain detailed up-to-date records on all facets of project.
Product: BPI weekly reports; biosolids application log; monthly biosolids delivery/reconciliation records; maintenance records; sampling log; posted sites; invoices; billing and soil amendment value payment; application rate calculations/approvals; safety/training records; project correspondence; landowner/farmer records; other generators records; contract and change order documents; permit documentation; monitoring data results.
- Reports - prepare annual reports jointly with KC project manager.
Product: WDOE 308 and Boulder Park Project annual report.
- Monitoring - ensure all water, soil, grain and biosolids samples are collected, delivered and analyzed according to schedule and protocols as specified in SSLAP and that analytical results are sent to both BPI and KC; procure necessary soil sampling equipment; establish analytical lab contracts; notify Ecology and KC of unusual results.
Product: sampling logs; BPP annual report.
- Safety - ensure all operations are performed safely; establish and initiate an operations safety program following Wa. Department of Labor and Industries Agricultural Code.
Product: first aid training certification; approved Safety Program and safety meeting records.
- Solely responsible for hauling other generator's biosolids, if specified in contract. Must maintain current list of these generators along with contact information and provide to Ecology and KC.
- Has authority to stop operations if operations at the site are not in accordance with the Boulder Park SSLAP or as directed by BPI president, landowner or regulatory personnel.
- May review or be consulted on biosolids research proposals at the BPP and coordinating and assisting researchers as necessary.

BPI Principals: Leroy Thomsen, Gary Poole and Larry Glessner

- Responsible for organizing and managing Boulder Park, Inc.
- Responsible for involving other community farmers in developing biosolids application sites.
- Responsible for providing guidance in regards to application locations, priority and field application specifics.
- Must be notified of all site operations.

Farmers and/or Landowners (see Master List of Boulder Park Project Acreage)

- Responsible for timely incorporation of all applied biosolids after application.
- Responsible to pay BPI for soil amendment value of biosolids per dry ton applied to their land.
- Responsible to comply with the requirements of the SSLAP, permits, all standard acceptable agricultural practices and biosolids regulations.
- Responsible for securing legal descriptions and landowner signatures for property that they farm which will be part of the Boulder Park Project.

Washington Department of Ecology (Ecology), Central Region Biosolids Coordinator

- Responsible for issuing permits and verifying permit compliance, reviewing monitoring data, approving project proposals and storage sites, and responding to public questions and concerns.
- Responsible for interpreting biosolids state regulations.
- Responsible for final approval of all biosolids application rates as submitted by WSU.
- Must review or be consulted on environmental documentation, open houses, public meetings, and new project proposals.
- Must be notified and updated on project operations, biosolids delivery schedule and storage/application progress (BPI weekly report).

Chelan-Douglas County Health District (CDHD), Public Health Specialist

- May review or be consulted on environmental documentation, open houses, public meetings, and new project proposals.
- May be notified and updated on project operations, biosolids delivery schedule and storage/application progress (BPI weekly report).

WSU Cooperative Extension, Research Scientist

- Responsible for providing information about best farming practices associated with biosolids utilization in the area.
- Responsible for evaluating crop response and fertilizer savings as a result of biosolids applications. Responsible for collection of vegetative tissue (grain) samples during crop harvest as necessary.

- Responsible for any research proposals, plans and reports related to this project.
- Responsible for review of all biosolids application rates, which they in turn submit to Ecology for approval.
- Must approve soil sampling protocols prior to sample collection.
- Must be consulted on vegetation sampling protocols prior to crop harvest, if required.
- Must be consulted on biosolids applications to highly erodible sites.
- May review or be consulted on project proposal, permit preparation, site suitability, monitoring data results, public information, open houses, site tours and press announcements.

Douglas County Transportation and Land Services

- Responsible for establishing road agreements and assessing damage, if any, associated with haul vehicle travel on county maintained roads, as it may pertain to the Boulder Park Project.
- Must approve all haul routes for biosolids deliveries.
- Must be informed of biosolids delivery schedule in timely manner (SSLAP addendum and BPI weekly report).
- May conduct unannounced road inspections to ensure that safe road conditions are being maintained during all BPI operations. Has authority to stop operations for non-compliance of road agreements.
- May impose road weight restrictions as necessary.
- May coordinate road repair to be done by BPI and/or DC as required.

Other Generators using the BPP

- Overall responsibility for complying with all Federal and State regulations, permits, application and equipment usage contract with BPI and King County; hauling their biosolids to designated project storage areas; ensuring that their truck drivers are properly trained and have a copy of their spill response plan in each truck; addressing project issues related to their biosolids, especially after an accident or spill; communications between BPI, King County and regulatory agencies regarding their biosolids; preparing and reviewing correspondence and reports; project budgets; audits; and billing.
- Assure permit and project plan commitments are followed and all contract performance standards are met as described in their contract with BPI and King County.
- Must review or be consulted on their biosolids delivery, tonnage reconciliation and road agreements / restrictions.
- Overall responsibility that the quality of their biosolids meets all regulatory requirements and is safe for land application. Must submit their latest biosolids quality data to Ecology and King County at least annually.
- Must conduct periodic inspection of site operations during periods when they are utilizing sites at the BPP.
- Has authority to stop operations at any time for non-compliance of contract specifications.

EQUIPMENT LEASE RATE TABLE 2018
For Boulder Park Biosolids Land Application Project

Attachment B

Asset ID#	Description	Purchase Price	Use Life Of Asset	Residual Value of Asset	Deprec. Value	Annual Deprec.*
EWT077	2006 Kenworth T800 Tractor	\$120,000	20	\$20,000	\$100,000	\$5,000
EWT054	1999 Kenworth T600 Dump Truck	\$120,000	20	\$20,000	\$100,000	\$5,000
EWTT01	2014 Randco RTT8000 Water Tanker	\$83,000	15	\$10,000	\$73,000	\$4,867
EWG003	2006 Poor Boys Grader w/12'6" rake	\$22,000	15	\$4,000	\$18,000	\$1,200
EWS017	2015 Chevy Suburban	\$40,000	7	\$10,000	\$30,000	\$4,286
EWT091	2008 Ford F450 PU with service box	\$55,000	10	\$10,000	\$45,000	\$4,500
EWP266	2016 Ford F350 4x4 Pickup w/snow plow	\$42,000	6	\$10,000	\$32,000	\$5,333
EWL005	2016 JD644K Hybrid Loader w/5yd bucket	\$255,000	8	\$60,000	\$195,000	\$24,375
EWFT19	2016 STX375 Case/IH 4WD Tractor	\$277,000	8	\$70,000	\$207,000	\$25,875
EWG002	2003 Cat 120H Road Grader	\$110,000	20	\$15,000	\$95,000	\$4,750
EWTE02	John Deere Subsoiler, 915 Ripper	\$20,000	20	\$4,500	\$15,500	\$775
EWSA26	2016 West Pt. Spread-All	\$57,000	5	\$7,500	\$49,500	\$9,900
EWSD01	2016 HD Burma Vertical Distributor	\$21,850	5	\$5,000	\$16,850	\$3,370
EWTR69	1993 Witzco Challenger lowboy trailer	\$17,820	20	\$4,000	\$13,820	\$691
EWUV12	2014 Polaris Ranger Quad (w/ Soil Sampler)	\$14,300	12	\$4,000	\$10,300	\$858
-----	Office Lease	\$10,200	30	\$0	\$10,200	\$340
-----	Major Equipment Maintenance	\$20,000	1	\$0	\$20,000	\$20,000
					Total Annual Depreciation	\$121,120
Updated: 6/27/2018					Equipment rate/applied ton**	\$2.59
					King County staff rate/applied ton	\$0.40
					Total Fee	\$2.99

*Annual depreciation (straight-line depreciation) is based on the depreciable value and the useful life of the asset.

**Applied ton based on 2017 total of Other Generators WT applied at the Boulder Park Project BUF (46775.89 WT).

SPILL PREVENTION AND RESPONSE PLAN

Prepared for

**ROBBE KISSLER
KISSLER ENTERPRISES
ENVIRONMENTAL PRODUCTS, INC.
PO Box 5163 / 300 Washington Way
George, Washington 98824
(509) 785-3505 office**

**Submitted by:
Boulder Park Inc.**



2018

A copy of this plan shall be available to all drivers and accompany all trucks hauling biosolids for Boulder Park Inc.

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INTRODUCTION

This *Spill Prevention/Response Plan* is being submitted as required by the *General Permit for Biosolids Management*. Boulder Park Inc. (BPI) and its sub-contractors haul dewatered biosolids on a daily-basis throughout the year from various Washington wastewater treatment facilities to Boulder Park Project Beneficial Use Facility (BPP) land application sites located in Douglas County, on the Waterville-Mansfield plateau. The BPI office is located at *8 Airport Way, Mansfield, WA 98830*. In addition, BPI may transfer biosolids during routine, daily operations from one application site to another site when product overages occur and remaining biosolids must be relocated. Typically, biosolids transfers are relatively short distances occurring on minor, minimally travelled roadways.

! IMPORTANT - PRIMARY SPILL RESPONSE CONTACTS !

1) 9-1-1 for injury accidents and accidents involving other vehicles or property

2) Dave Ruud, BPI at (509) 669-3775 (cell), (509) 683-1142 office

3) Peter Severtson, Department of Ecology at (509) 379-4737 (cell)
(if unavailable, contact the appropriate Ecology spill response contact on page 3 for assistance)

4) Your company dispatcher or company contact for emergencies

Refer to pages 3 - 7 for additional contact information.

ROUTES TRAVELED

See Attachment 1

SPILL PREVENTION MEASURES

To prevent or minimize the possibility of spills, BPI has implemented the following measures:

- Drivers should adhere to all rules and regulations of the Federal Motor Carrier Safety Administration.
- All vehicles will be inspected daily and serviced on a regular basis.

- Drivers do not exceed the posted speed limit and travel at speeds appropriate for roadway and weather conditions.
- Drivers consult the Washington State Department of Transportation’s website during times of possible inclement weather.
- Drivers attend regular training programs and safety meetings administered by the transportation company.
- Trailers hauling biosolids are to be fully covered with a tarp during transportation or as determined by the biosolids generator. Tarping exceptions include short biosolids transfers from one BPP application site to another application site.
- Vehicles are certified to be “leak-proof” upon purchase and are regularly examined to ensure no leaking occurs.
- Drivers will only use hands-free devices. No texting or cell phone use while driving.

SPILL RESPONSE EQUIPMENT

In order to be able to promptly and properly respond to a spill, BPI and or its sub-contractors equips biosolids transportation vehicles with the following items:

- A copy of the most current *Spill Prevention/Response Plan*
- A cell phone
- Gloves and boots
- Hazard flares
- Reflective traffic cones
- A shovel
- Bag of hydrated lime (optional)

SPILL RESPONSE MEASURES

In the event of a spill, the following measures may occur:

- Safely exit roadway if possible.
- If the spill has or could result in an emergency situation: dial 911.
- Place reflective traffic cones along roadway leading up to the spill (use flares if needed).

- Immediately notify the BPI Operations Manager for all biosolids spills.
- For large spills the BPI Operations Manager or the transportation company dispatcher should arrange to have a local excavation or pumping company to excavate or pump all biosolids from impacted areas.
 - Excavated material can be placed into the truck or another truck and hauled to an approved delivery site
 - Pumped material (vactor or vacuum truck) can be hauled in the truck to an approved delivery site
- If the spill is small, use shovel to remove all biosolids and place back into the hauling truck.
- Contact the Biosolids Coordinator at the appropriate Department of Ecology's Regional Office (page 4) as soon as possible, but not more than 24 hours following the spill. Unless waived by Ecology, submit a written explanation of the spill within 5 days. The written explanation must include the following:
 - A description of the spill and its cause.
 - The exact date and time of the spill, and, if it has not been cleaned-up, the anticipated time when cleanup will occur.
 - Steps taken or planned to reduce, eliminate, and prevent reoccurrence of spills.
- If the spill is large and cannot easily contained, contact the Department of Ecology's Spill Response Team.
- If the spill poses a risk to public or environmental health or is odorous, use hydrated lime to cover exposed biosolids, if available.
- Contact the appropriate staff at the local health department in the county where the spill occurs (page 5).
- If the spill is on a state or interstate roadway and may obstruct traffic for an extended period, contact the appropriate Department of Transportation regional office (page 6).
- If a spill may have affected natural resources other than fish or wildlife, contact the appropriate Department of Natural Resources regional office (page 7).
- If a spill enters surface water (i.e. stream, river, lake), contact the appropriate Department of Fish and Wildlife regional office (page 8).

SPILL RESPONSE CONTACTS

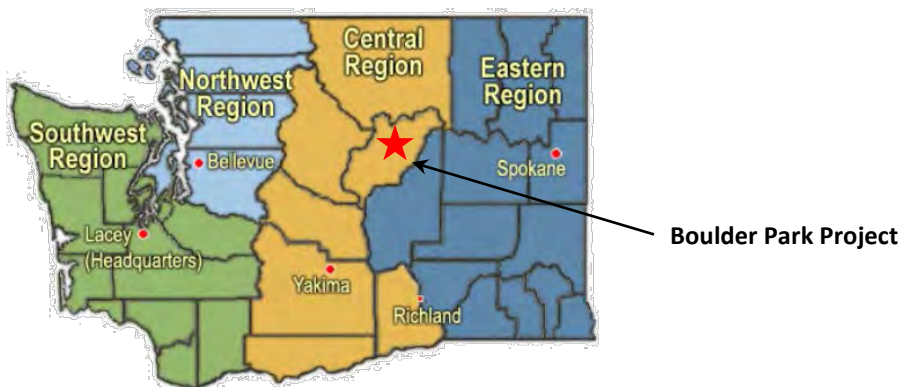
CONTACT INFORMATION UPDATED JUNE 2018

Boulder Park Inc.

- Dave Ruud, Operations Manager: (509) 669-3775 cell
(509) 683-1142 office
- Alternative phone numbers:
 - Randy Davidson, BPI Lead (509) 668-0388 cell
 - Gary Poole, BPI Partner (509) 669-6666 cell

Department of Ecology, Biosolids Coordinators:

- Kyle Dorsey (Statewide Coordinator): (360) 407-6559
- Peter Severtson, Central Region: (509) 379-4737
- Betty Ann Bickner, Eastern Region: (509) 329-3505
- Amber Corfman, Northwest Region: (360) 255-4406
- Kelsey Dunne (Regional Coordinator): (360) 407-6055



Department of Ecology, Spill Response Team:

- Central Regional Office: (509) 575-2490
 - Eastern Regional Office: (509) 329-3400
 - Northwest Regional Office: (425) 649-7000
 - Southwest Regional Office: (360) 407-6300
- Report a spill — call 1-800-OILS-911 (1-800-645-7911)

<https://ecology.wa.gov/About-us/Get-to-know-us/Contact-us/Regional-contacts>

Local Health Departments and Districts:

- Adams County Health Department: (509) 488-2031
- Chelan-Douglas Health District: (509) 886-6400 / (509) 886-6499 after-hours
- Grant County Health District: (509) 766-7960 / (509) 398-2083 after-hours
- Island County Public Health: (360) 678-5111
- King County Public Health Department: (206) 296-4600
- Kittitas County Health Department: (509) 962-7515
- Lincoln County Health Department: (509) 725-1001
- Okanogan County Health Department: (509) 422-7140
- Pierce County Health Department: (253) 798-6500 / (800) 992-2456
- Skagit County Health Department: (360) 416-1555 / 360 336-9380
- Snohomish County Health Department: (425) 339-5200 or (425) 775-3522
- Spokane County Health Department: (509) 324-1500 or (888) 535-0597
- Thurston County Health Department: (360) 867-2500
- Whatcom County Health Department: (360) 778-6000



<https://www.doh.wa.gov/AboutUs/PublicHealthSystem/LocalHealthJurisdictions>

Department of Transportation Regional Offices:

- Headquarters: (360) 705-7000 / (360) 705-7438
- Northwest Region: (206) 440-4000.
- North Central Region: (509) 667-3000
- Olympic Region: (360) 357-2600.
- South Central Region: (509) 577-1600
- Southwest Region: (360) 905-2000
- Eastern Region: (509) 324-6000



<http://www.wsdot.wa.gov/Regions/>

Department of Natural Resources Regional Offices:

- Northeast Region: (509) 684-7474
- Northwest Region: (360) 856-3500
- Olympic Region: (360) 374-2800
- Pacific Cascade Region: (360) 577-2025
- South Puget Sound Region: (360) 825-1631
- Southeast Region: (509) 925-8510
- Toll-Free line: (800) 562-6010
- WA DNR Headquarters: (360) 902-1000
- WA DNR Communications & Outreach: (360) 902-1008



<https://www.dnr.wa.gov/contact-us>

United States Forest Service Pacific Northwest Region 6:

- Pacific Northwest Regional Office Headquarters: (503) 808-2468
- Mt. Baker-Snoqualmie National Forest: (425) 783-6000
- Okanogan and Wenatchee National Forest: (509) 664-9200

<https://www.fs.usda.gov/detail/r6/about-region/offices/?cid=stelprdb5341313>

Department of Fish and Wildlife:

- WDFW Main Office: (360) 902-2200
- Eastern Region 1: (509) 892-1001
- North Central Region 2: (509) 754-4624
 - Wenatchee District Office (509) 662-0452
- South Central Region 3: (509) 575-2740
- North Puget Sound Region 4: (425) 775-1311
- Southwestern Region 5: (360) 696-6211
- Coastal Region 6: (360) 249-4628

WDFW Regions



<https://wdfw.wa.gov/about/regions/>

ATTACHMENT 1

ROUTES TRAVELED

BPI and its transportation sub-contractors utilize the following route options to haul biosolids to Boulder Park Project land application sites for participants listed in ATTACHMENT 2 of this document.

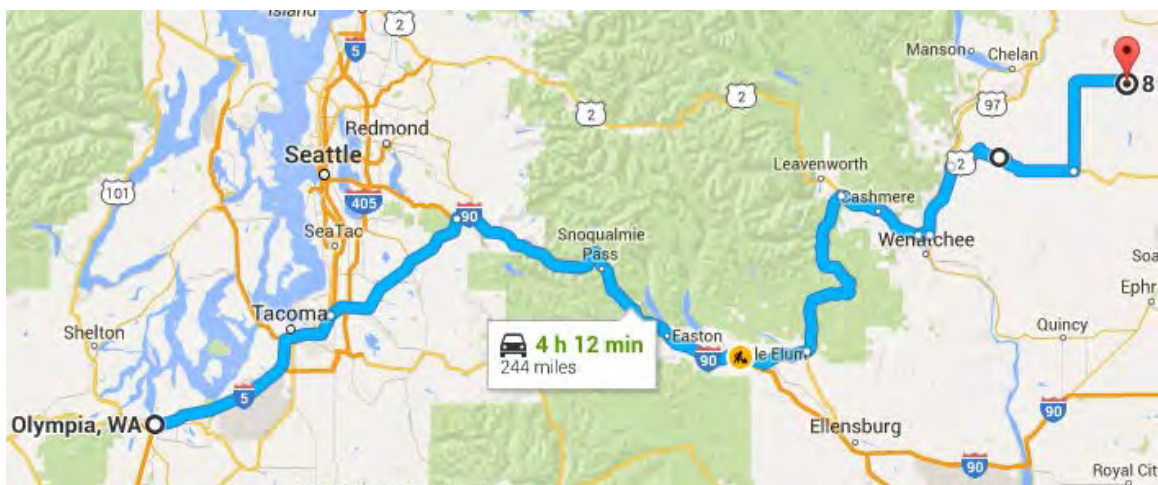
In the event of road closures for extended periods or emergencies haul trucks may utilize other public roadways to navigate over the mountain passes including White Pass, Columbia Gorge, or Stevens Pass.

Also refer to the Boulder Park Project Site Specific Land Application Plan (SSLAP) for specific haul routes within Douglas County. General route maps for the primary haul routes (#1 through #5) are provided below.

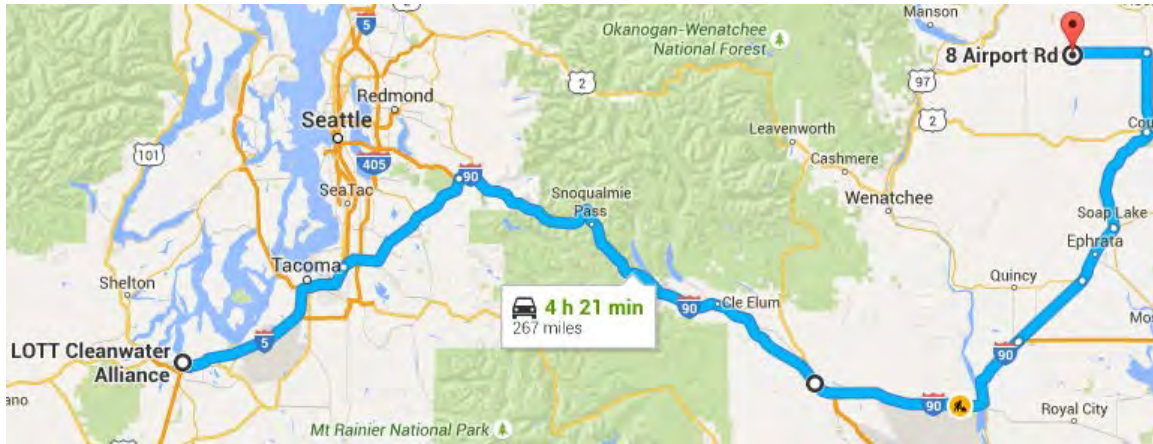
- 1) Routes from Western WA sources located *south* of Seattle
- 2) Routes from Western WA sources located *north* of Seattle
- 3) Routes from Eastern WA sources located east of Mansfield near Spokane
- 4) Routes from Central WA sources located *south* of Mansfield
- 5) Routes from Central WA sources located *north* of Mansfield

1) Routes from Western WA sources located *south* of Seattle:

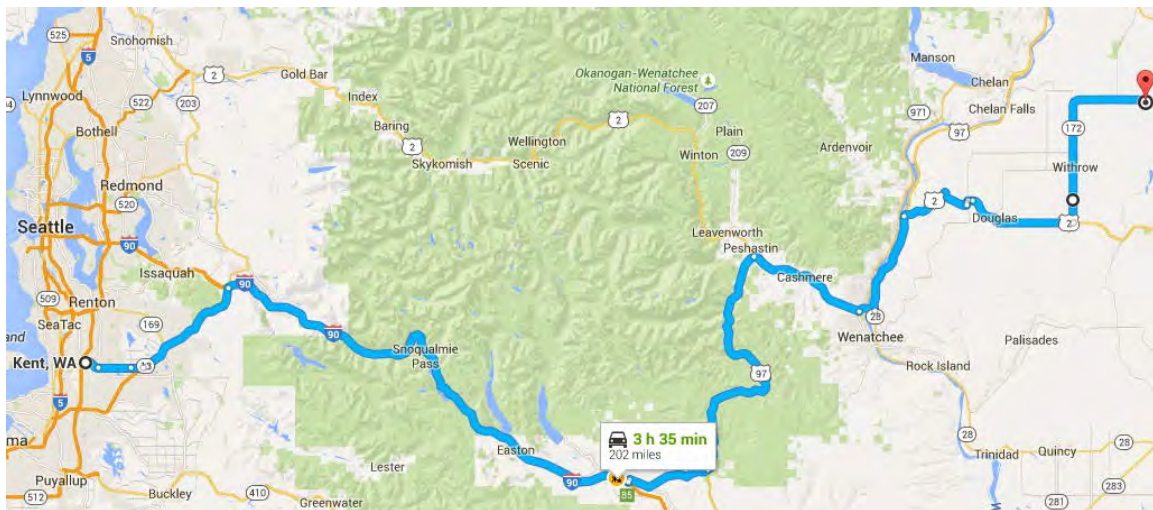
Option #1: I-5 North from Olympia to SR-18 East to I-90 East to US 970 to US-97 North to US-97/US-2 to US-2 East to SR-172 arriving in Mansfield, WA. Total distance traveled 240 miles.



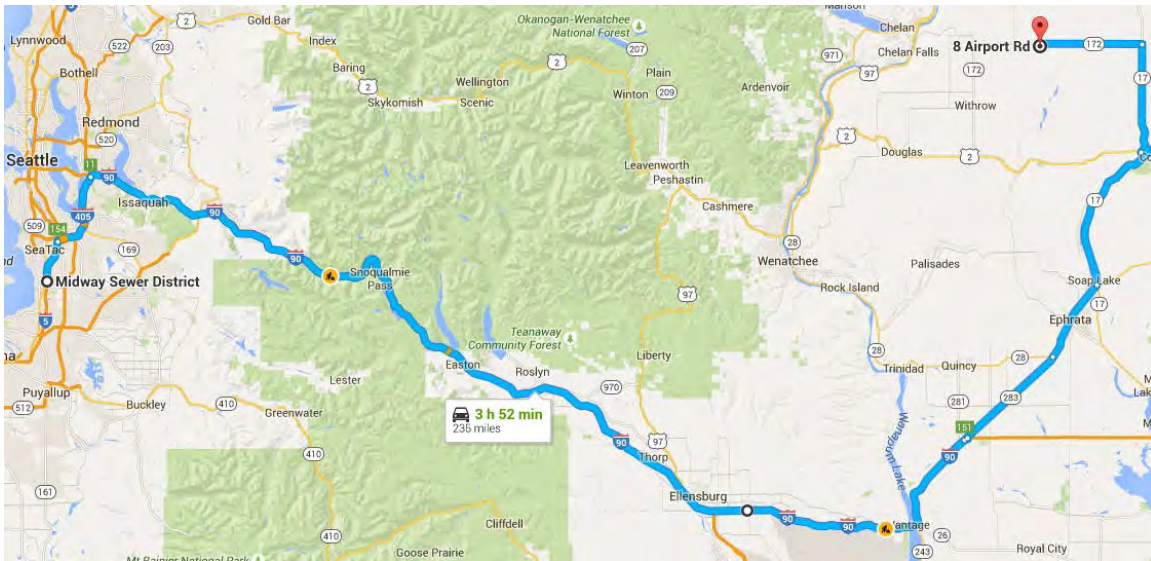
Option #2: I-5 North from Olympia to SR-18 East to I-90 East to Exit 151 then North on SR-283 to SR-28 to North on SR-17 then West on SR-172 to Mansfield, WA. Total distance traveled 268.4 miles.



Option #3: I-5 N to WA-18 E to I-90 E to US 970 to US-97 N to US-97/US-2E to US-2 E to SR-172 arriving in Mansfield, WA. Total distance traveled 202 miles.



Option #4: I-5 N to I-405 N to I-90 E to Exit 151 then N on SR-283 to SR-28 to North on SR-17 then West on SR-172 to Mansfield, WA. Total distance traveled 235 miles.

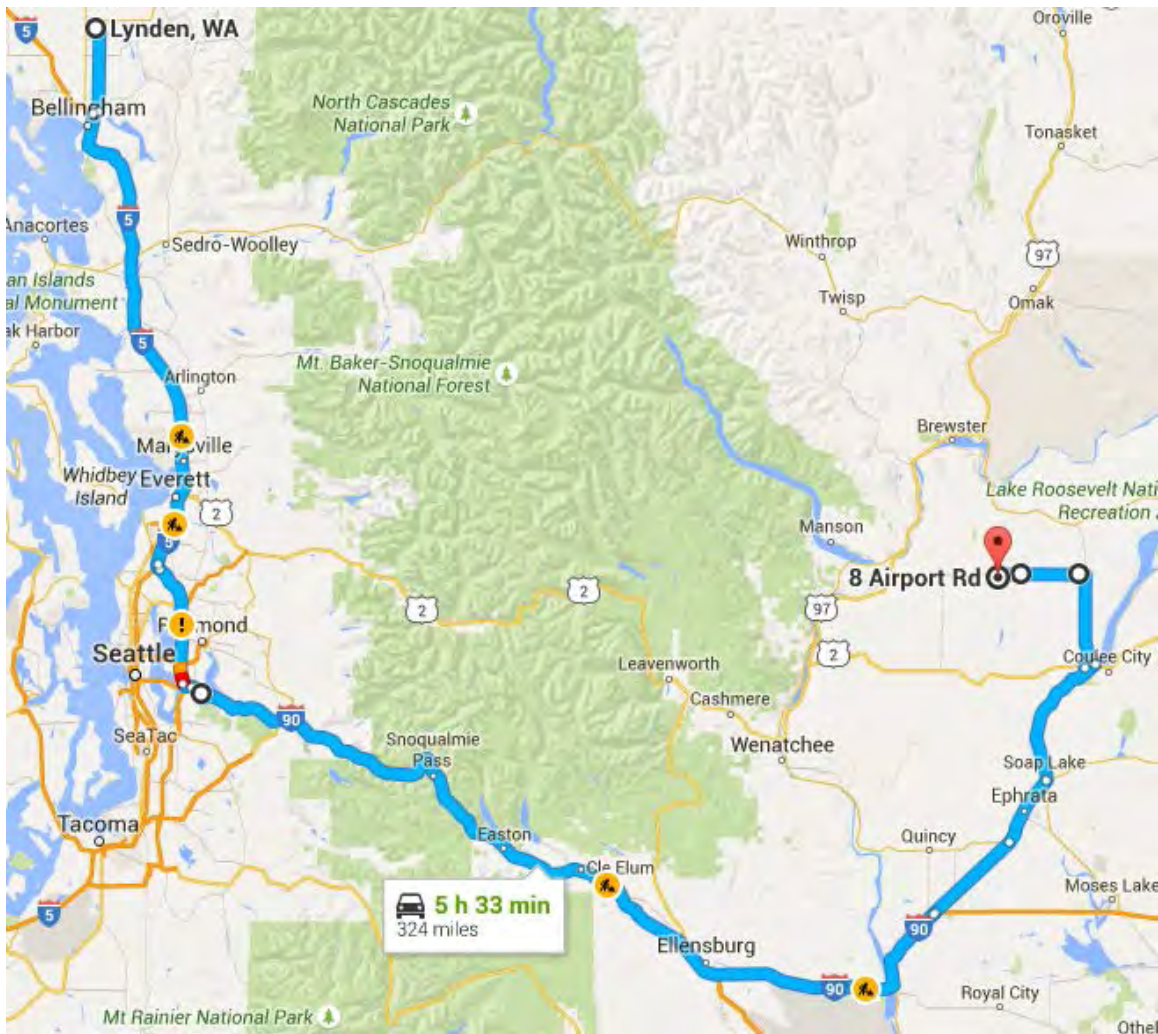


2) Routes from Western WA sources located north of Seattle:

Option #1: I-5 S from Bellingham to US-2 E to US-2 E/US-97 N to US-2 E to SR-172 arriving in Mansfield, WA. Total distance traveled 248 miles.

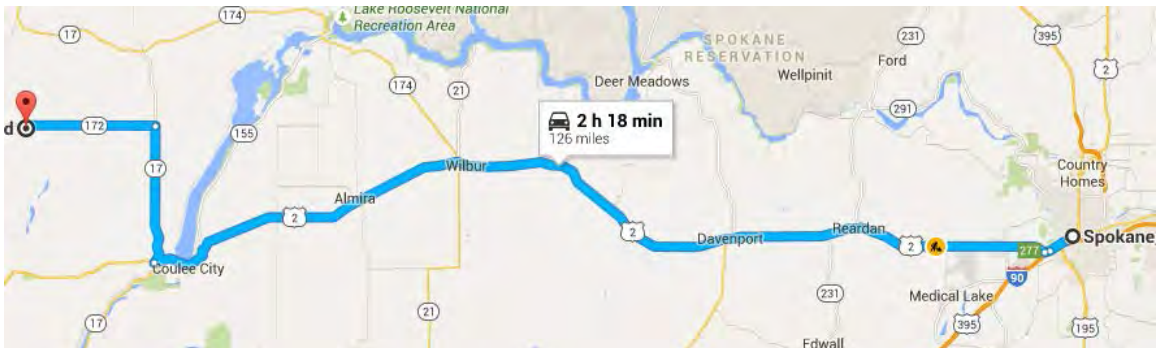


Option #3: I-5 S to I-405 S to I-90 East to Exit 151 then North on SR-283 to SR-28 to North on SR-17 then West on SR-172 to Mansfield, WA. Total distance traveled 324 miles.

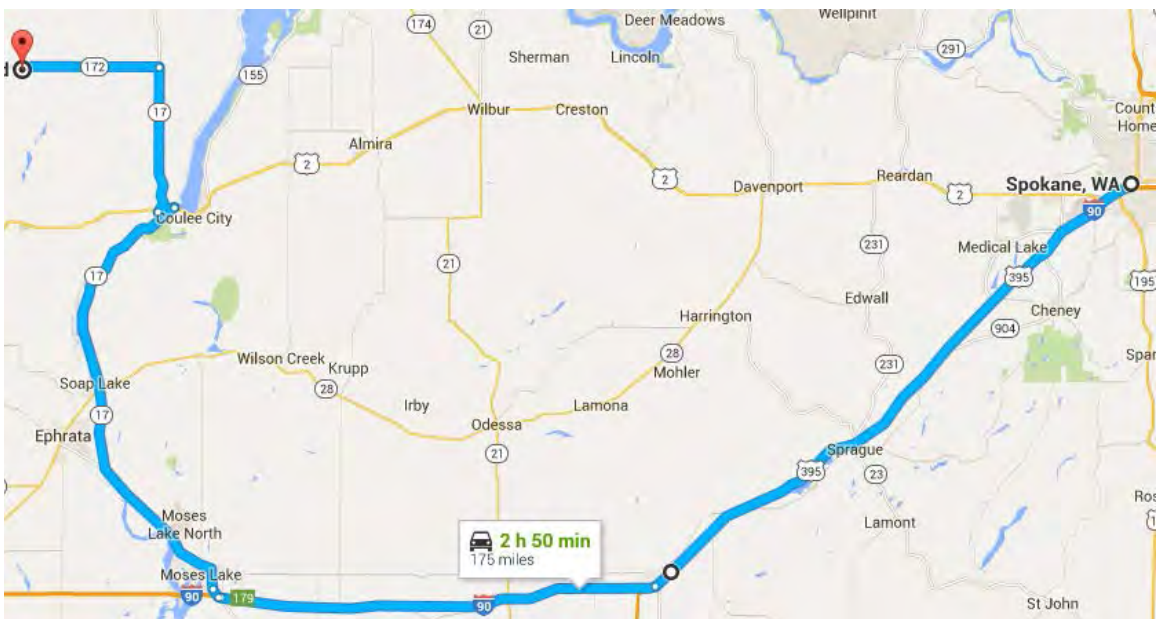


3) Routes from Eastern WA sources located east of Mansfield near Spokane:

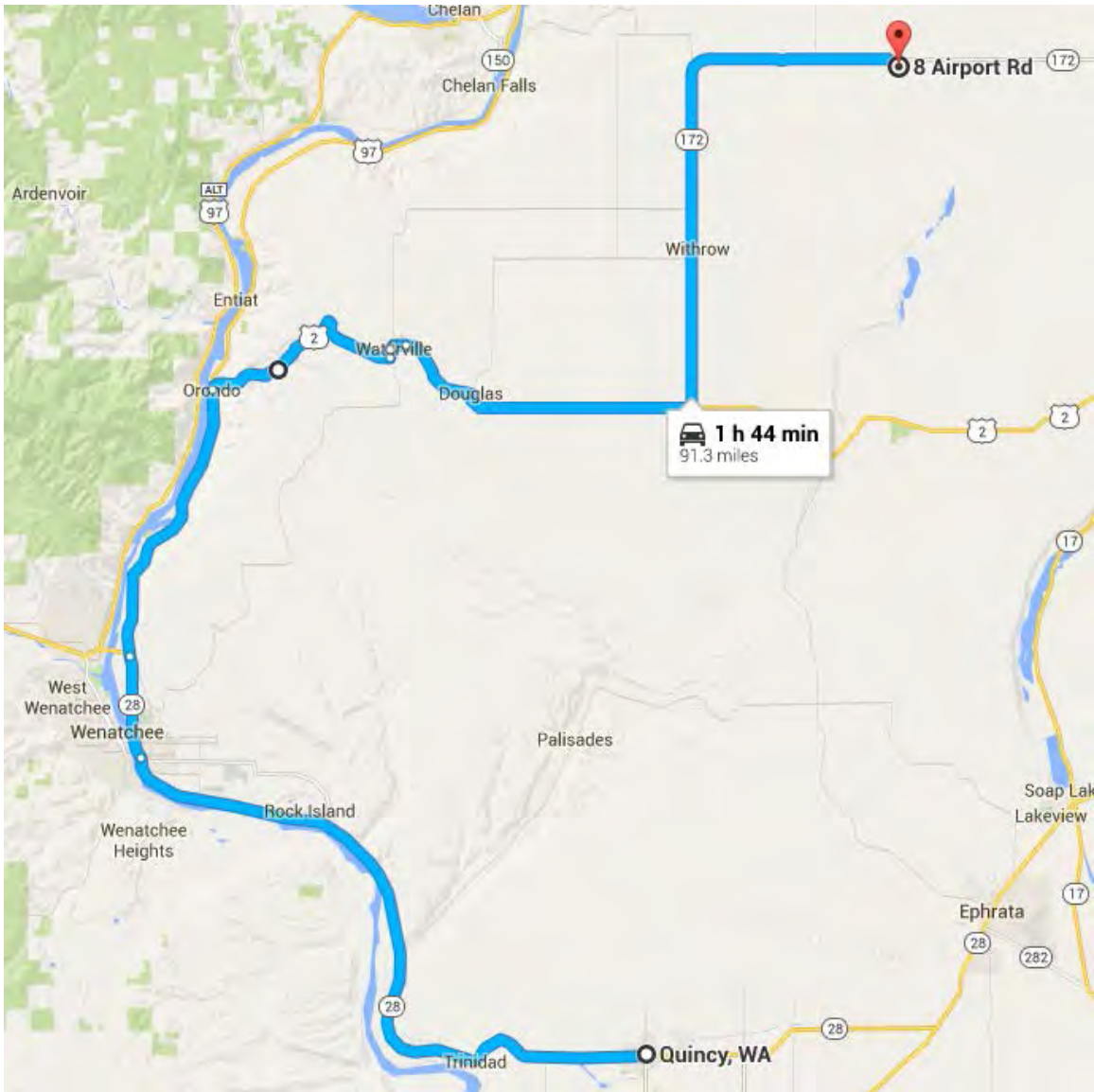
Option #1: I-90 W from Spokane to US-2 West to WA-17 N to SR-172 W arriving in Mansfield, WA. Total distance traveled 126 miles.



Option #2: I-90 W from Spokane to WA-17 N to SR-172 W arriving in Mansfield, WA. Total distance traveled 175 miles.

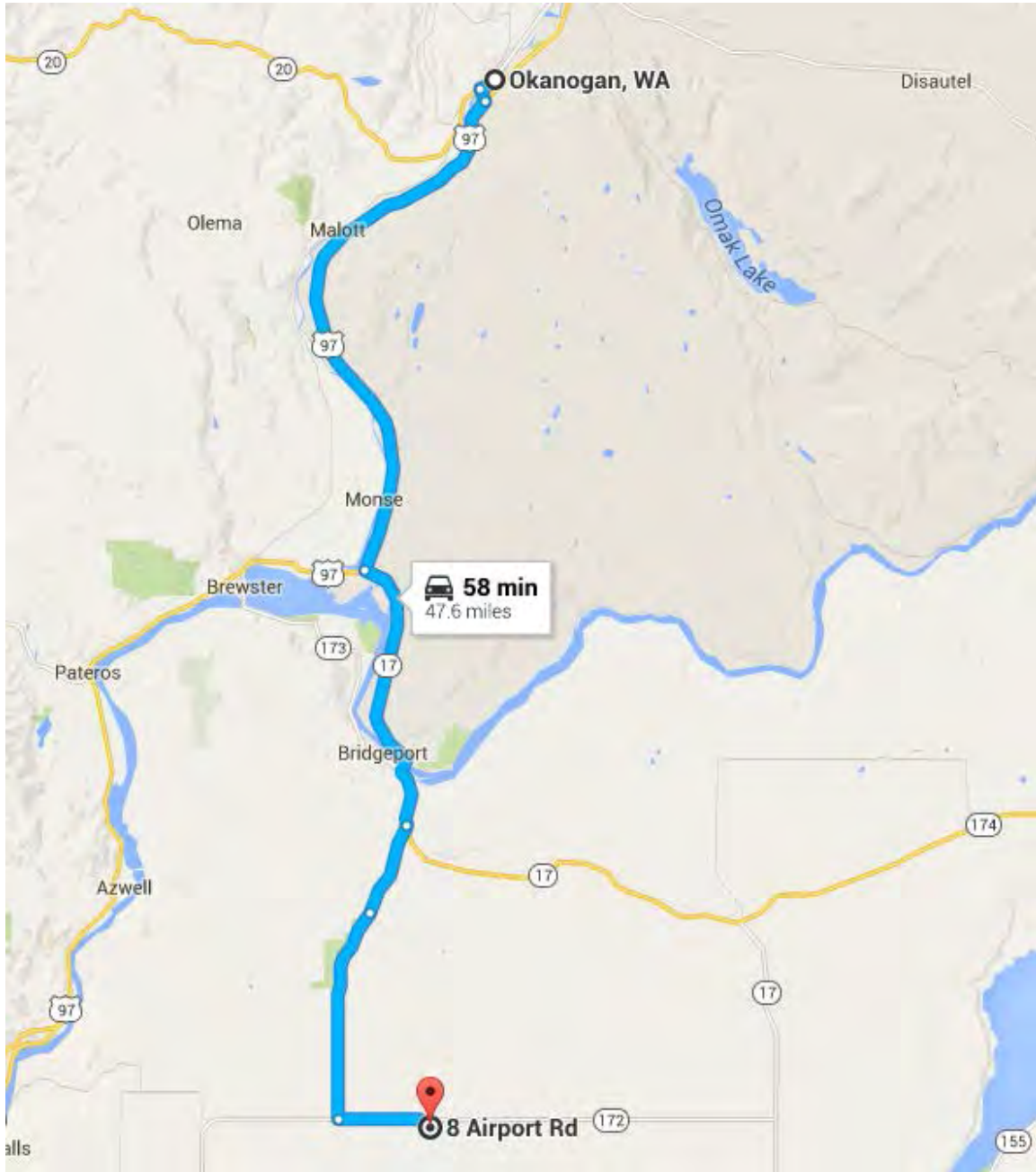


Option #2: WA-28 W from Quincy to US-2 E to SR-172 W arriving in Mansfield, WA. Total distance traveled 91.3 miles



5) Routes from Central WA sources located north of Mansfield:

Option #1: US-97 S from Okanogan to WA-17 S to Bridgeport Hill Rd. arriving in Mansfield, WA. Total distance traveled 47.6 miles



ATTACHMENT 2

BIOSOLIDS TREATMENT FACILITIES CONTACTS LIST

The biosolids treatment facilities participating in the Boulder Park Project and require transportation of biosolids to the project's beneficial use destinations are listed below along with contact information.

Facility Name	Contact Person	Phone Number	Facility Address
Cashmere	Randy Low	509-630-6261 cell 509-782-3513 office	101 Woodring Street Cashmere, WA. 98815
Enumclaw	Rick Sellers	360-802-5802 cell 360-825-1115 office	451 Semanski ST. S. Enumclaw, WA 98022
Ephrata	Bill Sangster	509-754-4601 office 509-754-2992 WWTP	121 Alder ST SW Ephrata, WA 98823
Grand Coulee	Gareth Abbott	509-633-2503	PO Box 180/ 306 Midway Ave. Grand Coulee, WA 99133
King Co. Brightwater	Tony Chiras	206-375-2003 cell 206-477-2664 office	22505 WA-9 Woodinville, WA 98072
King Co. Everett WWTP Storage	Tony Chiras	206-375-2003 cell 206-477-2664 office	4027 4th St. SE Everett, WA 98201
Lakehaven Lakota	Craig Hanson	253-945-1593 office 253-945-1606 WWTP	3203 SW Dash Point Rd Federal Way, WA 98023
Lakehaven Redondo	Craig Hanson	253-945-1593 253-839-7441 WWTP	515 S 288th Street Des Moines, WA 98198
Leavenworth	Antonio Muro	509-387-6621 cell 509-548-5994 WWTP	1402 Commercial Street Leavenworth, WA 98826
Liberty Lake	Dan Grogg	509-370-1453 cell 509-922-5443 office	22510 E. Mission Avenue Liberty Lake, WA 99019
LOTT	Terri Prather	360-584-5989 cell 360-528-5724 office	500 Adams St NE Olympia, WA 98501

Midway	Tim Campbell	206-824-2760 office	1200 South 216th Street Des Moines, WA 98198
Mukilteo	Gil Bridges	425-754-4151 cell 425-355-6637 mobile	7824 Mukilteo Speedway Mukilteo, WA 98275
Oak Harbor	Steve Bebee	360-279-4764	865 SE Barrington Drive Oak Harbor, WA 98277
Okanogan	Clinton Little	509-422-0000	PO Box 752 Okanogan, WA 98840
Pateros	Jord Wilson	509-923-2403 office 509-449-9670	390 Lake Shore Drive Pateros, WA 98846
Pierce County	Patrick Kongsli	253-798-3031	10311 Chambers Creek Road University Place, WA 98467
Quincy	Tim Snead (Admin) Jami Favor (P.M.)	509-787-3523 x275 314-240-2377 cell	115 1st Ave. S.W. Quincy, WA 98848
Rock Island	Noe Andrade	509-668-0343 cell 509-884-1261 office	5 N. Garden Ave./PO Box 99 Rock Island, WA 98850
Sedro Woolley	Debbie Allen	360-856-5269 360-856-1100 office	325 Metcalf Street Sedro W, 98284
Soap Lake	Rob Herron Sean Meyers	509-246-1823	PO Box 1270 Soap Lake, WA 98851
SW Suburban Miller Creek WWTP	Tim Berge	206-786-9572 cell 206-432-3518 office	1015 SW 174th Place Normandy Park, WA 98166
SW Suburban Salmon Creek WWTP	Tim Berge	206-786-9572 cell 206-432-3518 office	12550 Shorewood Dr. SW Burien, WA. 98146
Tree Top Inc	Glen Sagdal	509-449-3054 cell 509-698-1613 office	3981 Chelan Highway/PO Box 1300 Wenatchee, WA 98801-0231

ATTACHMENT 3

PRIMARY RESPONSE CONTRACTORS

Primary Response Contractors (PRCs) are companies or cooperatives that support plan holders in responding to spills when they occur. To be cited by a plan holder to meet planning standards, the contractor must be approved by Ecology.

<https://ecology.wa.gov/DOE/files/b5/b571de76-2413-476a-98a5-26caf10757cf.pdf>



Washington State Oil and Hazardous Materials Cleanup Contractors

Washington State Primary Response Contractors (PRCs)

The following is a list of state-approved Primary Response Contractors that meet the requirements set forth in WAC 173-182-800, -810, and -820

COMPANY NAME	COMPANY LOCATION	PHONE NUMBER	OIL SPILL Small	OIL SPILL Large	Land Spill	Marine Spill	Vac Truck	Eastern WA	Western WA	Wildlife
Able Clean-up Technologies	Spokane	(509) 466-5255	X		X	X	X	X		
Big Sky Industrial	Spokane	(509) 624-4949	X		X		X	X		
Clean Harbors Environmental Services	Kent, Clackamas, Moses Lake, Pasco	(800) 645-8265	X	X	X	X	X	X	X	
Cowlitz Clean Sweep	Longview, Port Angeles, Aberdeen, Pasco	(888) 423-6316	X		X	X	X	X	X	
Global Diving and Salvage	Seattle, Anacortes, Port Angeles	(206) 623-0621	X	X		X			X	
Green Sweep Asphalt Services	Vancouver	(360) 772-0899	X		X		X		X	
Focus Wildlife (equipment and personnel)	Anacortes	(800) 578-3048								X
International Bird Rescue (personnel only)	Fairfield, CA	(707) 689-3944								X
Islands' Oil Spill Association (IOSA)	San Juan Islands (SPILL # goes to Sheriff who pages IOSA)	(360) 378-4151 (access IOSA through SJI County Sheriff 24hrs/day) (360) 468-3441 Office	X			X		San Juans Only	San Juans Only	
National Response Corp. (NRC)	Seattle, Tacoma, Spokane, Portland, Burlington, Pasco	(800) 899-4672	X	X	X	X	X	X	X	

PRCs keep updated equipment lists on the Western Response Resource List (WRRRL): www.wrrl.us

A map of PRC equipment can be found at the following link: https://fortress.wa.gov/ecy/coastalatlantis/storymaps/spills/spills_sm.html

Washington State Class 2 Mobile Facilities

The following is a list of Class 2 Mobile Facilities that meet the requirements set forth in WAC 173-180

COMPANY NAME	COMPANY LOCATION	PHONE NUMBER	OIL SPILL Small	OIL SPILL Large	Land Spill	Marine Spill	Vac Truck	Eastern WA	Western WA
Certified Cleaning Services	Seattle, Tacoma, Spokane, Vancouver	(800) 290-3008	X		X		X	X	X
Emerald Services	Seattle, Spokane, Tri-Cities, Vancouver	(206) 713-5148 SPILL	X		X		X	X	X
Marine Vacuum Service (MARVAC)	Seattle	(800) 540-7491 SPILL (206) 762-0240 non-toll free	X		X		X		X

Regional Treatment Center for Petroleum Contaminated Soil

REGION	COMPANY NAME	COMPANY LOCATION	PHONE NUMBER	SERVICES OFFERED
Central	Roosevelt Regional Landfill	Roosevelt	(800) 275-5641	Disposal Only
NW	CEMEX	Everett	(425) 673-6800	Soil Remediation
SW	PRS Group (Petroleum Reclaiming Services)	Tacoma	(253) 383-4175	Stabilization/Disposal
SW	Fields Shotwell Corp	Port Angeles	(360) 457-1417	Thermal Treatment/Recycling
SW	Waste Management	Portland, OR	(800) 685-8001	Disposal Only

Updated 4/12/2018



King County

Office of Risk Management Services
Department of Executive Services
500 Fourth Ave #320
Seattle, WA 98104
(206) 263-2250

KING COUNTY CERTIFICATE OF SELF-INSURANCE - 2018

This letter is to certify that King County is fully self-funded for all of its liability exposures. Should an incident occur involving the negligence of County employees acting in the scope of their employment, our self-funded program would respond.

King County, charter county government under the constitution of the State of Washington, maintains a fully funded Self-Insurance program for the protection and handling of the County's liabilities, including injuries to persons and damage to property.

This letter is also to certify that King County is protected from physical loss under the County's blanket property insurance policy. The policy is an "All Risk" policy that provides the County with protection for all County property wherever located.

Please note that this certificate is issued for informational purposes only and neither confers any rights, nor constitutes an agreement between King County and any other party.

If you have any questions, please do not hesitate to contact the King County Office of Risk Management Services, Insurance and Contracts group at the phone number above.

Sincerely,

The Office of Risk Management Services
Insurance and Contracts Group

City of Oak Harbor
City Council Agenda Bill

Bill No. 4. g.
Date: September 4, 2018
Subject: Purchase Authorization: Bio-solids
Storage Facility

FROM: Cathy Rosen, Public Works Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

- Bob Seaverns, Mayor
- Blaine Oborn, City Administrator
- Patricia Soule, Finance Director
- Nikki Esparza, City Attorney, as to form

RECOMMENDED ACTION

A motion authorizing staff to purchase one Bio-solids Storage Facility from Big Top Manufacturing Inc. in the amount of \$35,762.30.

BACKGROUND / SUMMARY INFORMATION

The purpose of this agenda bill is to seek purchase authorization to purchase a bio-solids storage facility as suggested by Carollo through the bio-solids management plan. This storage facility will store dried bio-solids away from the Clean Water Facility. The facility must be suitable for loading and unloading of material in a covered, open area that is protected from surface drainage. A site at the Public Works Shop outside the main complex is proposed for the location.

This facility will improve reliability of bio-solid transport and reuse, allow for storage of the product for use by City forces on City property and would allow a location for distribution of the product to customers seeking a small amount should the City wish to make it available.

On July 14, 2018 staff issued a Request for Quote (RFQ) for this proposed storage facility with City staff performing the site work, which includes pouring slab, utilities and erecting the structure to save costs.

On August 1, 2018, staff received three (3) quotes for this storage facility. Those results have been included for your review.

Vendor	Bid Price with Tax
Big Top Manufacturing Inc	\$35,762.30
Guard-All Building Solutions Manufacturing LLC	\$63,113.56
Sprung Structures	\$70,357.71

Staff has reviewed the quotes, checked references and is proposing to accept the low quote from Big Top Manufacturing, Inc.

Funds are available in the Fund 402 Sewer Fund operations budget to cover the cost of this procurement.

LEGAL AUTHORITY

FISCAL IMPACT

Funds Required: \$35,762.30

Appropriation Source: 402.30.594.35.6200

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

This item was presented at the City Council workshop on August 22, 2018.

ATTACHMENTS

**City of Oak Harbor
City Council Agenda Bill**

Bill No. 5. c. i.
Date: September 4, 2018
Subject: Clean Water Facility Update

FROM: Brett Arvidson, Project Manager

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

- Bob Severns, Mayor
- Blaine Oborn, City Administrator
- Patricia Soule, Finance Director
- Nikki Esparza, City Attorney, as to form

RECOMMENDED ACTION

The Clean Water Facility Presentation will be provided during the September 4, 2018 Regular Meeting.

BACKGROUND / SUMMARY INFORMATION

LEGAL AUTHORITY

City Council

FISCAL IMPACT

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS