

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

2025



CONTRACT No.
25-012

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- A: PROJECT ROLES & RESPONSIBILITIES
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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 characteristics and enhance plant growth and crop yield. Biosolids are not considered a commercial fertilizer. Regulations established two classes of biosolids: Class A, which has no detectable pathogens, and Class B, which is treated, but may have some detectable pathogens.

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 #6317799.

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

Generator: the city, town, district, municipal corporation or other entity or person who generates biosolids during the treatment of domestic sewage in a treatment works and has as one of its responsibilities the treatment, transport, use or disposal of biosolids. For purposes of this Contract, the term Generator means the City of Lynden.

Hazardous Materials: (a) Any toxic substances or waste, sewage, petroleum products, radioactive substances, medical waste, heavy metals, corrosive, noxious, acidic, bacteriological or disease-producing substances, including, without limitation: Asbestos; polychlorinated biphenyls; any substance the presence of which on the BPP is prohibited by any federal, state, county, municipal or other local governmental statutes, regulations, ordinances, resolutions, permits or other requirements; and other substances which by any federal, state, county, municipal or other local governmental statutes, regulations, ordinances, resolutions, permits or other requirements require special handling or notification in its collection, storage, treatment, use or disposal; and (b) any dangerous waste, hazardous waste, extremely hazardous waste, hazardous substance, pollutant, pollution, contaminant or contamination as defined in the following statutes or their implementing regulations as such statutes and regulations may be amended from time to time: Washington Clean Air Act (RCW Ch. 70.94); Washington Solid Waste Management Recovery and Recycling Act (RCW Ch. 70.95); Washington Hazardous Waste Fees Act, (RCW Ch. 70.95E); Washington Nuclear Energy and Radiation Act, (RCW Ch. 70.98); Washington Radioactive Waste Storage and Transportation Act of 1980 (RCW Ch. 70.99); Washington Hazardous Waste Management Act (RCW Ch. 70A.300); Washington Model Toxics Control Act ("MTCA") (RCW Ch. 70A.305); Washington Underground Petroleum Storage Tanks Act (RCW Ch. 70.148); Washington Water Pollution Control Act (RCW Ch. 90.48); Federal Insecticide, Fungicide and Rodenticide Act, Federal Pesticide Act of 1978, (7 U.S.C. 136 et seq.); Federal Toxic Substances Control Act (15 U.S.C. 2601 et seq.); Federal Water Pollution Control Act, also known as the Clean Water Act (33 U.S.C. 1251 et seq.); Federal Oil Pollution Control Act of 1990 (33 U.S.C. 2701 et seq.); Federal Safe Water Drinking Act (42 U.S.C. 300f et seq.);

Federal Hazardous Materials Transportation Act (49 U.S.C. 5101 et seq.); Federal Resource Conservation and Recovery Act of 1976 (42 U.S.C. Sec. 6901 et seq.); Federal Clean Air Act (42 U.S.C. 7401 et seq.); or Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA") (42 U.S.C. 9601 et seq.); and any pollutants, contaminants, or substances posing a danger or threat to public health, safety or welfare, or the environment, which are defined, regulated or controlled as such by any applicable federal, state or local laws, ordinances or regulations as now existing or hereafter amended.

Party or Parties: City of Lynden (Generator), 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 Generator, as applicable, and means that BPI, KC, or the Generator, as applicable, has thereby entered into a covenant with the other Party or Parties to do or perform the same.

Soil Amendment Value: A monetary value that the farmer agrees to pay 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.

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

This Contract No. 25-012 (the "Contract") is made and entered into effective as of January 1, 2025, by and between the City of Lynden, a municipal corporation of the State of Washington, (hereinafter referred to as the "Generator"), 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 Generator, BPI and KC may also be collectively referred to as the "Parties" and individually as a "Party."

RECITALS

WHEREAS, the Generator produces biosolids as a by-product of its wastewater treatment process and desires to manage and beneficially use such biosolids in accordance with Chapter 173-308 WAC Biosolids Management and 40 CFR Part 503; and

WHEREAS, the Washington State Department of Ecology (Ecology) supports and encourages maximum beneficial use of biosolids per Chapter 173-308-010(2)(a); and

WHEREAS, the state of Washington recognizes biosolids as a valuable commodity and does not classify biosolids as solid waste per Chapter 173-308-060(1) and (2); and

WHEREAS, the Boulder Park Project (BPP), located in Douglas County, Washington, is a Beneficial Use Facility (BUF) that is provisionally covered under the expired General Permit for Biosolids Management (effective 2015-2020) issued by the Washington State Department of 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 to lands for beneficial use; and

WHEREAS, the Generator desires to enter into this Contract with BPI and KC for (a) land application of the Generator's biosolids at the BPP, and (b) for the use of KC's equipment to apply the Generator's biosolids; and

WHEREAS, it is in the best interests of the environment, the public health, safety, and welfare of the citizens served by Generator, and the Generator, 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 Generator to purchase BPI's services, which shall include all work necessary for the beneficial utilization of the Generator's Class A or Class B biosolids (hereafter referred to as "biosolids") at the BPP and (b) to allow the Generator to pay a use fee for KC's biosolids application equipment for BPI to use in land application of the Generator's biosolids.

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

1.3 The Generator may provide the BPP with biosolids during the months of January through December.

1.4 The Generator will provide BPI with an estimated schedule of deliveries. The Generator 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 Generator's biosolids that have a total solids content of no less than ten (10) percent. Biosolids having a total solids content of less than 10 percent may be accepted at BPI's sole discretion and may be subject to additional charges for any additional work per Section 9.

1.6 Biosolids that do not meet the requirements set forth in Sections 5.7 and 5.8, and/or that do not have sufficient documentation, 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 7.2(A) of this Contract.

1.7 Any material that fails to meet all requirements of WAC 173-308 for Class A or Class B biosolids classification cannot be accepted at the BPP for beneficial use and must be properly managed by Generator as solid waste or as determined by Ecology. The Generator shall immediately notify BPP of any material that does not meet any of the requirements in Section 5.7 and 5.8.

- A. The Generator shall be fully responsible for removing any material delivered to BPP that does not meet any of the requirements in Section 5.7 and 5.8. This includes all associated costs, arrangements, equipment, and labor needed to remove the material from the site.

SECTION 2 BPI'S RESPONSIBILITIES

2.1 BPI shall be responsible for biosolids management as defined below, including transport and reuse after acceptance of biosolids from the Generator. Biosolids loaded into BPI's method of transport shall be considered accepted by BPI when the method of transport departs the Generator's 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 Generator's site, to the location of ultimate disposition. All loads will be covered during transport;
- 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;
- 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 #6317799); and
- F. Ensure contracted haulers always have a current Spill Prevention & Response Plan in all trucks hauling the Generator's biosolids and that the haul contractor's drivers know who to call in case of a spill, accident, or emergency. The Spill Prevention & Response Plan must meet the requirements of WAC 173-308-100(2). Attachment C of this contract includes a Spill Prevention & Response Plan that may be used;

2.2 BPI warrants and represents that it has the business, professional, and technical expertise necessary to manage, handle and utilize the Generator'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 Generator to maintain the highest reasonable image for such services. The Generator 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 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 responsible for obtaining and maintaining all permits and registrations necessary for the transportation of the Generator's biosolids. The Generator and BPI agree KC shall have no responsibility for any transportation or hauling activities related to the Generator's biosolids.

2.5 BPI shall 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.

2.6 BPI shall inform its personnel and/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 or being in contact with biosolids.

SECTION 3 KING COUNTY'S RESPONSIBILITIES

KC shall be responsible for the following:

3.1 Provide access and use by BPI to project-specific KC-owned equipment, so BPI may use such equipment to apply the Generator'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;

3.2 Replace and/or refurbish KC-owned equipment per an equipment replacement schedule, which is part of the Equipment Use Fee Table provided as Attachment B and is incorporated by reference as if fully stated herein;

3.3 Regularly communicate with BPI regarding daily project activities and perform routine site inspections;

3.4 Calculate application rates based on the Generator's current biosolids quality data (these calculations are reviewed by Washington State University research scientists and sent to Ecology for approval);

3.5 Maintain and update the Biosolids Beneficial Use Services Contract and associated costs and price adjustments in accordance with Sections 7 and 8 of this Contract;

3.6 Maintain and update the BPP Site-Specific Land Application Plan, and promptly provide any revisions to the Generator when periodic changes are made; and

3.7 Obtain provisional coverage under the General Permit for Biosolids Management for biosolids to be applied at the BPP, and comply with all applicable federal, state and local regulations. However, because the BPP has only provisional coverage under the General Permit for Biosolids Management, KC makes no warranty, guaranty, or representation whatsoever, express or implied, regarding the suitability or long-term or continuing availability of the BPP for land application of Generator's biosolids. KC reserves the right to terminate this Contract pursuant to Section 17 should the BPP be unavailable for land application of Generator's biosolids.

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 Base Unit Price for biosolids management as described in Section 7.2 of this Contract. Upon request, BPI and KC shall provide the Generator 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 Generator's review of such documents is for its information only.

4.2 BPI and KC shall be responsible for any public involvement or public information efforts associated with biosolids management outside of the Generator's service area.

SECTION 5 GENERATOR'S RESPONSIBILITIES

Generator shall:

5.1 Provide timely communication of any significant variation in biosolids quantities to be delivered;

5.2 Scale and record wet tons of biosolids loaded into the contractor's biosolids hauling equipment at the Generator 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. If the Generator does not have access to a certified scale, the Generator will work with BPI to locate a certified scale where tonnage can accurately be weighed and recorded as presented in Section 7.1 of this Contract;

5.3 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;

5.4 Secure and maintain all necessary state and local permits and comply with all applicable federal, state and local regulations;

5.5 Provide and or approve for use a Spill Prevention & Response Plan as required under WAC 173-308-100(2) and as provided in Attachment C. Ensure the contracted hauler has a current copy of the Spill Prevention & Response Plan, in trucks hauling the Generator's biosolids, at all times and before leaving the Generator's facility, and that the haul contractor's drivers know who to call in case of a spill, accident, or emergency;

5.6 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 Generator's biosolids do not meet any of the requirements in Sections 5.7 and 5.8. The Generator shall be fully responsible for removing any material delivered to BPP that does not meet any of the requirements in Sections 5.7 and 5.8. This includes all associated costs, arrangements, equipment, and labor needed to remove the material from the site;

5.7 Provide only biosolids that meet all requirements for land application per Chapter 173-308 WAC, Biosolids Management, including Table 3 – Pollutant Concentration Limits contained in WAC 173-308-160 (Biosolids pollutant limits); the pathogen reduction requirements of WAC 173-308-170; the vector attraction reduction (VAR) requirements of WAC 173-308-180; and any permit or other requirements applicable to the BPP. The Generator shall immediately notify BPI and KC if the Generator's biosolids do not meet any of the requirements described above;

5.8 Provide analytical results of all biosolids demonstrating the biosolids quality and nutrient content appropriate for land application at the BPP. Biosolids analysis data and documentation shall include at a minimum the following parameters:

- Part 503 Metals (arsenic, cadmium, copper, lead, mercury, molybdenum, nickel, selenium, zinc). Refer to WAC 173-308-160.
- Fecal Coliform. Refer to WAC 173-308-170.
- VAR. Refer to WAC 173-308-180.
- Nutrients (total Kjeldahl nitrogen, ammonia-nitrogen, phosphorus, potassium, sulfur).
- Percent total solids.

5.9 Pay BPI and KC the amounts set forth in Sections 7, 8 and 9 of this Contract; and

5.10 Not operate or maintain KC-owned equipment.

5.11 Generator agrees and acknowledges that the BPP has only provisional coverage under the General Permit for Biosolids Management, and that KC and BPI has not made, does not make, and specifically negates and disclaims any representations, warranties, promises, covenants, or guaranties of any kind or character whatsoever, whether express or implied regarding the suitability or long-term or continuing availability of the BPP for land application of Generator's biosolids.

SECTION 6 TERM OF CONTRACT

6.1 The term of this Contract is from the effective date specified above to December 31, 2029, unless terminated sooner as provided in Section 17. Any extension of the term of this Contract shall be in writing, mutually agreeable by BPI, KC, and the Generator.

6.2 BPI's and KC's obligations and responsibilities shall commence upon full execution of this Contract.

SECTION 7 BASIS FOR PAYMENT

7.1 BPI shall be paid based on wet weight for biosolids loaded in trucks and/or trailers provided by BPI for the purpose of transporting biosolids from the Generator's treatment plant to BPI's designated application sites.

- A. Wet weight shall be determined using a certified scale mutually acceptable to BPI and the Generator. BPI shall be responsible for identifying certified scales and proposing scales to the Generator for acceptance if a certified scale is not available at the Generator's site. BPI shall maintain tare weights of trucks and/or trailers and provide a list of tare weights for each shipment in writing to the Generator prior to use in transporting biosolids. All trucks and trailers shall be readily identified by a unique number. The truck and trailer number shall be recorded at the time of weighing on the trip ticket. The forms and procedures for trip tickets and billing shall be developed by BPI and approved by the Generator prior to hauling biosolids.

7.2 BPI shall submit monthly billings to the Generator in an approved format that has been reconciled with the Generator's records. Payment shall be made based on a cost per delivered wet ton of biosolids transported. Monthly billings received on or before the fifth day of that calendar month will be paid within thirty (30) days after receipt of an invoice. The Generator will pay BPI a Base Unit Price at the billing rate of \$102.00 per wet ton (2024 dollars) for authorized materials accepted and/or services, satisfactorily performed. The Base Unit Price per wet ton shall include KC's Equipment Use Fee of \$2.90 plus KC staff rate of \$0.50 plus tax of \$0.26 (state + local tax rate of 7.7%) for a total fee of \$3.66 as set forth in Attachment B, BPI fees, and all associated taxes (2024 dollars). 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 VAR requirements will be incorporated into the soil to meet the requirements of WAC 173-308-210(4)(b). The six-hour tillage work shall be subject to additional charges at the rate of \$10.94 per wet ton (2024 dollars).

7.3 BPI will submit a quarterly statement to KC that clearly shows the Generator's tons applied, the site, and the month application occurred. After receipt and verification of the statement KC will submit an invoice to BPI for payment of the KC Equipment Use Fee. BPI shall pay the invoice and will remit payment to King County Finance, 201 S Jackson St., Ste. 710, Seattle, WA 98104.

7.4 The Base Unit Price shall include everything necessary for the prosecution and completion of the Contract including but not limited to furnishing all transportation costs, materials, application equipment use 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 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

Generator. Requests for any such change are to be made in writing to the Generator. 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 At the end of the calendar year, BPI will pay the Generator \$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 Price adjustments may be made for changes of law or regulatory requirements based on documented cost increases or decreases, or tax increases. The Generator has the right to terminate this Contract, pursuant to Section 17, for changes of law or regulatory requirements if the Generator feels such increases are excessive.

8.2 Annual Adjustments for the Base Unit Price will be adjusted using 100% of the annual percent change to the "All Items" category of the Seattle-Tacoma-Bellevue 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 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 Base Unit Price = previous rate X [current Annual CPI value / previous Annual CPI value for series ID: CWURS49DSA0]

8.3 The Equipment Use Fee will remain fixed throughout the Contract term, unless KC acquires and/or uses equipment not listed in Attachment B and/or there is a change to the sales tax rate. In these cases, KC shall modify Attachment B and the Base Unit Price accordingly.

8.4 There will be a fuel surcharge included with the submitted monthly billing defined in Section 7.2 based on an average of the actual diesel fuel costs per gallon paid by BPI, or their subcontractor, in excess of four dollars (\$4.00) per gallon. For the purpose of calculating this surcharge, BPI and the Generator agree that the surcharge will be based on 100 gallons of diesel fuel used per load transported to BPI. The amount of the fuel surcharge will be verified from copies of actual bulk diesel fuel purchase invoices for fuel deliveries to BPI, or their subcontractor, during the affected month.

SECTION 9 ADDITIONAL WORK

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 Generator requires additional work, it may request BPI in writing to do the additional work at the Base Unit Price (as described in Section 7), or it may request 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 Generator shall be at BPI's sole expense.

SECTION 10 ALLOCATION OF RISK

10.1 BPI, KC, and Generator accept the risks and resulting liabilities of beneficially using biosolids on agricultural lands. These risks potentially include, but are not limited to, the following:

- Contamination of soil, groundwater, or surface water
- Odor issues at the site and mitigating them for surrounding neighbors
- Human health impacts
- Impacts to crops, vegetation or livestock

10.2 BPI shall be 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. For the purposes of this agreement, conforming biosolids shall mean that all the Generator's biosolids shall meet Ecology standards for regulated parameters as specified in Subsection 12.6.

10.3 Generator shall be responsible for compliance with all federal and state laws applicable to generators of biosolids and for compliance with all requirements set forth in this Contract.

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 the biosolids depart the Generator's site. BPI shall accept all biosolids which 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 in their performance under this Contract. 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 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.

12.3 BPI and KC shall be responsible for environmental compliance and monitoring required for the management of biosolids land application at BPP. The costs of this environmental compliance and monitoring shall be included in the Base Unit Price.

12.4 The Generator 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). Generator shall also provide BPI and KC with any results of additional testing performed by the Generator, at no cost to BPI and KC, when necessary for BPI and KC to perform under this Contract.

SECTION 13 BIOSOLIDS QUANTITIES AND CHARACTERISTICS

13.1 The Generator may develop other biosolids management options during the term of this Contract, delivering biosolids in quantities in accordance with Sections 5.2 and 5.4. The Generator will provide biosolids on as uniform a basis as possible given influent wastewater variations, treatment process conditions, and solids handling operations. The Generator 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 Generator certifies and affirms that its biosolids are produced from domestic, commercial and industrial wastewaters generated in the Generator'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.** \$2,000,000 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.** 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 Generator 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 Generator 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 In the alternative, a Party to this Contract may fulfill the insurance obligations contained herein by maintaining membership in a joint self-insurance program or risk pool authorized by applicable law. In this regard, the Parties understand that the Party to this Contract who is a member of such a joint self-insurance program or risk pool is not able to name the other Parties as an "additional insured" under the liability coverage provided by the joint self-insurance program or risk pool.

14.2 Unless otherwise approved by the Parties, 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, expiration, or acceptance of work, as the case may be. All insurance shall be provided on forms and by insurance companies satisfactory to the Parties.

14.3 Except as may be provided in Section 19 of this Contract, no provision in this Contract shall be construed to limit the liability of any Party as provided by law.

14.4 BPI 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 final execution date of Contract. If BPI neglects to obtain and maintain in force any such insurance or deliver such policy or policies and receipts to the Generator, then the Generator 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 Generator.

14.5 Failure to provide such required insurance shall entitle any Party to terminate the other Parties' Work hereunder for default in accordance with Section 17.3. Termination of this Contract shall not relieve any Party from its insurance obligations hereunder.

SECTION 15 COORDINATION WITH THE GENERATOR'S TREATMENT PLANT

The Generator will provide BPI with e-mail notification when the normal weekly delivery schedule changes. The Generator will attempt to keep biosolids availability to BPI as uniform as possible.

SECTION 16 NOT USED

SECTION 17 TERMINATION

17.1 KC may terminate this Contract immediately should the permit coverage under the State General Permit for Biosolids Management for BPP be terminated, modified, withdrawn or limited or should the BPP become otherwise unavailable for land application.

17.2 In addition, to the right of termination reserved for KC in Section 17.1, KC, BPI and the Generator may terminate this Contract in whole or in part for any reason or no reason by delivering written notice to each of the other Parties at the mailing addresses stated herein, properly executed, at least thirty (30) 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. 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 Generator, BPI shall account for the same and handle it in the manner the Generator directs.

17.3 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;
- (E) failure to provide continuous and solvent business operations;
- (F) failure or delay in making any required payments.

Termination for default may be delivered by email and shall be effective upon emailing, directed to the defaulting Party (or Parties) at the addresses stated in Section 27, setting forth the manner in which the Party is (or Parties are) in default.

17.3.1 In the event the Generator believes BPI is in default, the Generator 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 Generator, BPI shall submit to the Generator a written detailed plan describing the actions required to achieve compliance that is subject to the Generator's approval.

17.3.2 In the event the Contract is terminated for BPI's or KC's 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.

SECTION 18 RECORDS, REPORTS AND MEETINGS

18.1 The Generator and 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 their respective principal place of business. These records shall also include detailed information describing the Generator's biosolids testing results and the application rates to the project sites. The Parties 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 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 Generator and shall be made available upon request to the Generator:

- 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 where biosolids have been applied;
- WAC 173-308 annual report (the Generator 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 Generator shall have the right during reasonable business hours to inspect the BPP biosolids management facilities. BPI shall provide the Generator access to perform said inspections.

18.4 The Generator and KC shall maintain records per all applicable state and federal laws.

SECTION 19 INDEMNIFICATION

19.1 BPI agrees that it shall be liable for and shall indemnify, defend, and hold harmless the Generator 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 Generator, or BPI, the Generator, 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 Generator, and its 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 Generator, or KC, the Generator, and BPI, KC's defense and indemnification obligations under this section shall be limited to the extent of KC's negligence.

19.3 The Generator agrees that it shall be liable for and shall indemnify, defend, and hold harmless BPI and KC, and its 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 Generator's intentional or negligent act or omission in the performance of its duties as described in this Contract, the Generator's breaches of this Contract, or the Generator'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 Generator and BPI or the Generator, KC, and BPI, the Generator's defense and indemnification obligations under this section shall be limited to the extent of the Generator's negligence.

19.4 Solely for the 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 defense and indemnification obligations under this section shall survive the termination of this Contract.

SECTION 20 ENVIRONMENTAL INDEMNITY

Generator agrees that it shall conduct its activities related to this Contract in compliance with all applicable environmental laws. For purposes of this Contract, "Environmental Laws" means all federal, state, and local laws, ordinances, regulations, permits, decrees, or other governmental requirements now or hereafter in effect related to Hazardous Materials. Generator agrees to defend, indemnify and hold KC and BPI harmless from and against, any and all claims, liabilities, lawsuits, damages, demands, suits, losses, judgments and costs, including but not limited to removal, remedial action or other costs recoverable under CERCLA or MTCA; any and all other requirements, charges, interest, fees, oversight costs or penalties (civil or criminal or both) imposed by any authority; and all other expenses including but not limited to claims for bodily injury or death, property damage, diminution in value or loss of use, including attorneys' fees and other costs of defense (collectively, "Environmental Claims") caused by or arising from the use, disposal, transportation, generation, release or threatened release, handling, spillage, storage, treatment, and/or deposit of Hazardous Materials by Generator in, on, around, about or emanating from the BPP. Without limiting the generality of the foregoing, the Parties acknowledge that Environmental Claims, as defined herein, are not limited to third party claims, but include Environmental Claims made or incurred by

Generator. Generator's duties under this Section 20 include the duty to pay or reimburse KC's and/or BPI's reasonable costs to monitor or oversee cleanup or other corrective work, including but not limited to third party engineering and other consulting services, sampling and studies, confirmatory testing, compliance monitoring, and administrative costs and expenses incurred in procuring and managing the same. All Environmental Claims involving the release or presence of Hazardous Materials shall be subject to this Section 20, and not the indemnity and liability provisions of Section 19. Notwithstanding the foregoing, Generator's obligations under this Section 20 do not apply to Pre-Existing Hazardous Materials. For the purposes of this Section 20, "Pre-Existing Hazardous Materials" shall mean any Hazardous Materials that were in, on, or under the BPP site prior to the commencement of the term of this Contract, provided that the presence of the Pre-Existing Hazardous Materials in, on, or under the BPP site is not attributable to Generator.

SECTION 21 DISPUTES UNDER THIS CONTRACT

21.1 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 precondition to the exercise of such right to terminate.

21.2 Pending final decision of a dispute hereunder, all Parties shall proceed diligently with the performance of the Contract.

SECTION 22 SEVERABILITY

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

SECTION 23 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 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 "Force Majeure," 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. Force Majeure does not include the Generator's financial inability to pay the required payments set forth in this Contract.

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, sent by nationally recognized overnight delivery service, sent by email or mailed by certified or registered mail, postage prepaid as follows:

If to the Generator, addressed to:

Name Jon Hutchings, Public Works Director
Address City of Lynden
 300 4th Street, Lynden, WA 98264
 hutchingsj@lyndenwa.org
 (360) 354-3446

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 person or 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 sent or, if mailed, 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.

SECTION 29 COUNTERPARTS; ELECTRONIC SIGNATURES

This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties acknowledge and agree that this document may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include those signed via electronic medium or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

SECTION 30 AUTHORITY

The undersigned represents that they are fully authorized to enter into this Contract on behalf of the Party for whom they sign. Upon full execution of this Contract, this Contract shall be binding on each Party. Each Party has had the opportunity to review this document with an attorney of their choice.

DRAFT

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed as of the date set forth below.

CITY OF LYNDEN

By _____
Scott Korthuis, Mayor

Date _____

BOULDER PARK, INC.

By _____
Leroy Thomsen, President

Date _____

KING COUNTY

By _____
Kamuron Gurol
Director, Wastewater Treatment Division

Date _____

Approved as to form only:

Verna Bromley, Sr. Deputy Prosecuting Attorney

Date

ATTACHMENT A

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

This document clearly defines the roles and responsibilities of each project participant of the Boulder Park Project Beneficial Use Facility (BPP) in Douglas County, Washington. Additional descriptions of certain tasks are discussed in more detail in the BPP Site Specific Land Application Plan (SSLAP).

King County Department of Natural Resources and Parks, Wastewater Treatment Division, Resource Recovery Section, Biosolids Unit

King County Biosolids Supervisor

- Overall responsibility for King County biosolids projects.
- Must approve or be notified of all project proposals; press announcements/responses; public informational handouts and meetings; environmental monitoring/sampling; 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.

King County Biosolids Agriculture Project Manager

- Direct responsibility for Boulder Park Project management.

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

- Site Development – work jointly with Boulder Park, Inc. (BPI) to identify suitable application sites according to the BPP General Land Application Plan (GLAP); prepare permit documentation; maintain records for each permitted site including landowner, property legal descriptions, signatures, acreage, and farmer.
Product: Permit documentation; maps; Master List of Boulder Park Project Acreage; Landowner Authorizations.
- Public Involvement/Communications - schedule/coordinate site tours, 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 and stakeholders.

- Permits - procure, document, and ensure compliance with all applicable permits and regulations.
Product: Permit application documentation, maintain permit-related data and documentation, and produce project addendums and GIS project maps.
- Applications – prepare activity table (addendum) and maps of next season’s proposed applications; calculate agronomic application rates for Department of Ecology approval.
Product: SSLAP Addendum; BPP application rate calculations and available nitrogen values.
- Field Operations - ensure that all field operations are performed by BPI according to SSLAP and permit requirements.
Product: Site inspections; phone and email logs; review of BPI weekly report.
- Biosolids Delivery - coordinate with King County Transportation Manager and other King County biosolids team members 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: (1) Department of Ecology 308 Annual Biosolids Report and (2) BPP Annual Report, including: biosolids application and storage tables, project overview map, monitoring data, operational activities, and research results.
- Analytical Data Review & Monitoring – receive and review biosolids quality data from all BPP participating agencies, work jointly with BPI to schedule and conduct soil sampling, review analytical data results, conduct biosolids field sampling as needed, conduct annual water monitoring, ensure all sampling protocols are followed per approved Sampling & Analysis Plan, respond to data requests.
Product: Monitor overall biosolids quality for products received and applied at BPP, soil and water analytical data tables; sampling log; BPP annual report.
- Safety - ensure BPI has approved Safety Plan following all current applicable regulations.
Product: Periodic review of BPI Safety Plan and safety meeting records.

- Contracts – work jointly with BPI to draft and finalize Three-Party Contracts.
Product: Fully executed Three-Party Contracts for biosolids land application services at the BPP.
- 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 hauling and deliveries to BPP sites.
- Overall responsibility to coordinate response only if King County biosolids are accidentally spilled along the haul route.
- Overall responsibility to distribute, update, and provide training on the KC Spill Prevention and Response Plan and/or 'Biosolids and Grit Haul Driver's Handbook' to King County hauler.
- Principal contact between King County treatment plant personnel and King County haul contractor to coordinate 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 BPP operations follow the prescribed SSLAP.
- Responsible for directing daily operations and all functions of BPI.
- Responsible for hiring and overall supervision of all BPI employees.
- Responsible for maintaining auditable records and files on all BPP operations and expenditures.

- Responsible for maintaining efficient communications network among all project participants and stakeholders.
- 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 landowners on the project. Responsible to speak or assign designee about the pros and cons related to biosolids utilization and be available for tours as needed. 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 all local, state, and federal requirements and laws; meets the BPP's approved SSLAP requirements; and meets all aspects of the King County Land Application Services Contract and BPP Three-Party Contracts. 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 BPI to identify suitable application sites according to the BPP GLAP; prepare permit documentation; maintain records for each permitted site including landowner, property legal descriptions, signatures, acreage, and farmer.
Product: Permit documentation; maps; Master List of Boulder Park Project Acreage; Landowner Authorizations.
- Public Involvement/Communications - schedule/coordinate site tours, 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 and stakeholders.
- 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.
- Haul Routes & Storage Areas - identify location, haul routes, and required buffers; prepare site access and delivery areas; ensure all required signs are clearly posted; monitor road restrictions and work closely with all local transportation authorities.
Product: Review GIS site maps; year-round delivery site accessibility.

- County Road Maintenance and Repair - coordinate with Douglas County Transportation Services (DC) to provide water and equipment as necessary to maintain/repair haul routes; advise DC of proposed haul routes or changes of haul routes; and proposed delivery schedules.
Product: Updated project maps; minimal complaints from public and DC personnel; clean and safe roads for public usage.
- Biosolids Delivery - coordinate with King County, BPI haul Subcontractor(s), and other generator's hauling Contractor; assist truck drivers at delivery sites; reconcile tonnage delivered and land applied; comply with road agreements and restrictions; and inspect sites.
Product: delivery schedule; tonnage/inspection records; proper signage.
- Equipment - maintain, operate, store, and repair all BPP equipment to minimize down-time. Ensure King County owned equipment is maintained/serviced according to manufacturer recommendations and Work is appropriately documented. Ensure all equipment under BPI responsibility and management maintains appropriate insurance coverages.
Product: maintenance records; equipment logs; appropriate insurance coverages.
- Operations - supervise daily field operations and deliveries; 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 accurately apply Ecology-approved biosolids application rate; monitor and record tons applied to each site; responsible for timely incorporation of all applied biosolids after application.
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 King County's Project Manager.
Product: Department of Ecology 308 Annual report and BPP 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. Ensure analytical results are sent to both BPI and KC; operate, maintain, and repair soil sampling equipment; establish analytical lab contracts; immediately notify Ecology and King County's Project Manager of unusual results.
Product: sampling logs; BPP annual report.

- Contracts – work jointly with King County to draft and finalize Three-Party Contracts. Ensure BPI maintains insurance and associated insurance limits as required.
Product: Fully executed Three-Party Contracts for biosolids land application services at the BPP. Current liability insurance meeting all contract requirements.
- 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 Department of Ecology and King County.
- Has authority to stop operations if operations at the site are not in accordance with the BPP 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 overall management and operations of BPI including, but not limited to, organizational liabilities, daily operations, employees, and equipment and facility/shop.
- Responsible for community outreach and involvement: work and communicate with local government employees/officials as needed; be available for meeting with and providing information to community members as needed; work with local landowners and farmers in developing biosolids interests and land application sites; be available for BPP tours as needed.
- Responsible for providing guidance and/or decisions in regard to BPP application locations, priority, and field application specifics.
- Must be notified of all site operations.

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.

- 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).

WSU Cooperative Extension, Research Scientist

- Responsible for providing information about best farming practices associated with biosolids utilization in the area.
- Responsible for any research-related proposals, plans, sample collection, data request response, and reports associated to this project.
- Responsible for assistance and review of biosolids application rates.
- May review or be consulted on project proposal, permit preparation, site suitability, monitoring data results, public information, open houses, site tours and press announcements.

BPP Participants/Other Generators

- Overall responsibility for complying with all state and federal regulations, permits, equipment use fees per contract with BPI and King County; coordinating hauling of their biosolids to designated project storage areas; if self-hauling, 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; immediately notifying BPP of any biosolids quality issues; 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 schedule; accurately document biosolids weight and delivery information; and provide timely tonnage reporting for reconciliation purposes.
- Overall responsibility that the quality of their biosolids meets all regulatory requirements and is appropriate for land application. Must submit their latest biosolids quality data to Ecology and King County Biosolids Agriculture Project Manager upon receipt.
- 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 USE FEE TABLE

Attachment B

Boulder Park Biosolids Land Application Project

| Asset ID# | Description | Purchase Price | Use Life Of Asset | Residual Value of Asset ¹ | Deprec. Value | Annual Deprec. ² |
|---|---|----------------|-------------------|--------------------------------------|---------------|-----------------------------|
| EWT077 | 2006 Kenworth T800 Tractor | \$120,000 | 20 | \$40,000 | \$80,000 | \$4,000 |
| EWT054 | 1999 Kenworth T600 Dump Truck | \$120,000 | 20 | \$20,000 | \$100,000 | \$5,000 |
| EWT01 | 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 |
| EWS024 | 2023 Chevy Suburban | \$60,000 | 5 | \$50,000 | \$10,000 | \$2,000 |
| EWT140 | 2019 Ford F550 PU with service box | \$89,000 | 8 | \$40,000 | \$49,000 | \$6,125 |
| EWV290 | 2023 Ford F350 4x4 Crew Cab, Flatbed Pickup | \$62,000 | 4 | \$40,000 | \$22,000 | \$5,500 |
| EWL006 | 2016 JD644K Hybrid Loader w/5yd bucket | \$252,000 | 10 | \$150,000 | \$102,000 | \$10,200 |
| EWL007 | 2018 JD644K Hybrid Loader w/5yd bucket | \$252,000 | 10 | \$150,000 | \$102,000 | \$10,200 |
| EWFT22 | 2020 STX370 Case/IH 4WD Tractor | \$264,000 | 10 | \$130,000 | \$134,000 | \$13,400 |
| EWFT23 | 2022 STX370 Case/IH 4WD Tractor | \$275,000 | 10 | \$170,000 | \$105,000 | \$10,500 |
| EWG002 | 2003 Cat 120H Road Grader | \$110,000 | 20 | \$40,000 | \$70,000 | \$3,500 |
| EWTE02 | 2003 John Deere Subsoiler, 915 Ripper | \$20,000 | 20 | \$3,000 | \$17,000 | \$850 |
| EWSA33 | 2020 West Pt. Spread-All | \$60,000 | 5 | \$15,000 | \$45,000 | \$9,000 |
| EWSA34 | 2021 West Pt. Spread-All | \$60,000 | 5 | \$15,000 | \$45,000 | \$9,000 |
| EWSD03 | 2018 HD Burma Vertical Distributor | \$18,000 | 5 | \$500 | \$17,500 | \$3,500 |
| EWTR69 | 1993 Witzco Challenger lowboy trailer | \$17,820 | 30 | \$5,000 | \$12,820 | \$427 |
| EWUV16 | 2022 Polaris Ranger Quad (w/ Soil Sampler) | \$16,800 | 5 | \$10,000 | \$6,800 | \$1,360 |
| EWV026 | 2015 Clark Forklift Model C30 | \$25,000 | 20 | \$10,000 | \$15,000 | \$750 |
| Operating | Major Equipment Repair (AVG) | \$55,063 | @40% | \$0 | \$0 | \$22,025 |
| Operating | Tire & Tube Repairs (AVG) | \$12,907 | @40% | \$0 | \$0 | \$5,163 |
| Operating | Water, Road Maintenance (AVG) | \$10,327 | @40% | \$0 | \$0 | \$4,131 |
| Total Annual Depreciation and Ops | | | | | | \$132,698 |
| Equipment rate/applied ton ³ | | | | | | \$2.997 |
| KC staff rate/applied ton | | | | | | \$0.40 |
| Pre-tax Equipment Use Fee ⁴ | | | | | | \$3.40 |
| Local Tax Rate @ 7.7% | | | | | | \$0.262 |
| Total Equipment Use Fee | | | | | | \$3.66 |

¹ Residual Value means estimated amount that owner would earn by disposing asset, less disposal costs.

² Annual depreciation (straight-line depreciation) is based on the depreciable value and the useful life of the asset.

³ Value based on average annual total (2019-2022) of Other Generators WT delivered to the Boulder Park Project BUF.

⁴ Total Equipment Use Fee is to remain fixed through contract term except as allowed in Section 8.3 of this Contract.

TABLE B REVISIONS AS OF OCTOBER 2023.

¹ Residual Value means estimated amount that owner would earn by disposing asset, less disposal costs.

² Annual depreciation (straight-line depreciation) is based on the depreciable value and the useful life of the asset.

³ Value based on average annual total (2019-2022) of Other Generators WT delivered to the Boulder Park Project BUF.

⁴ Total Equipment Use Fee is to remain fixed through contract term except as allowed in Section 8.3 of this Contract.

SPILL PREVENTION/RESPONSE PLAN

Prepared for

**Van Dalen Trucking LLC
1542 Main St; Lynden, Washington 98264
360-354-3968**

**Submitted by:
Boulder Park Inc.**



OCTOBER 2024

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INTRODUCTION

This *Spill Prevention/Response Plan* is being submitted as required by Chapter 173-308-100 Washington Administration Code (WAC). 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 field to another field when product overages occur and remaining biosolids must be relocated. Typically, these 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) Contact the appropriate Department of Ecology Biosolids Regional Coordinator on Page 4 for assistance and spill response coordination.**
- 4) Your company dispatcher or company contact for emergencies**

ROUTES TRAVELED

See Attachment 1

SPILL PREVENTION MEASURES

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

- All vehicles are regularly inspected and serviced.
- Drivers never exceed the posted speed limit and only travel at speeds appropriate for current road conditions.
- Drivers are encouraged to attend a “Defensive Driving” course at least every 3 years.

- Loads 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 consult the Washington State Department of Transportation’s website during times of possible inclement weather.

SPILL RESPONSE EQUIPMENT

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

- A copy of the most current *Spill Prevention/Response Plan*.
- Cell phone.
- Reflective vest or clothing
- Gloves and boots.
- Hazard flares.
- Reflective traffic cones or warning triangles
- Shovel.

SPILL RESPONSE MEASURES

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

- Safely exit roadway if possible.
- Place reflective traffic cones along roadway leading up to the spill (use flares if needed).
- If the spill has or could result in an emergency situation: dial 911.
- All spills contact Dave Ruud at BPI (509-683-1142 or 509-669-3775 cell) to coordinate spill cleanup. BPI will notify Department of Ecology and make arrangements for spill cleanup (Pg. 3).
- All spills contact the transportation company dispatcher to report.
- Contact the applicable biosolids coordinator at the Department of Ecology region where the spill occurs as soon as possible, but not more than 24 hours following the spill. (Pg. 4). 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.
- Contact appropriate staff at the local health department in the county where the spill occurs (Pg. 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 (Pg. 5).
- If a spill may have affected natural resources other than fish or wildlife, contact the appropriate Department of Natural Resources regional office (Pg.6).
- If a spill enters surface water (i.e. stream, river, lake), contact the appropriate Department of Fish and Wildlife regional office (Pg.7).

SPILL RESPONSE CONTACTS *CONTACT INFORMATION UPDATED OCTOBER 2015*

Boulder Park Inc.

- **Dave Ruud, Operations Manager: (509) 669-3775 cell, (509) 683-1142 office**
- Alternative phone numbers:
 - Jake Finlinson (King Co.) (206) 305-4272 cell
 - Marc Angus, BPI Lead (509) 423-5550 cell
 - Gary Poole, BPI Partner (509) 669-6666 cell



Department of Ecology, Biosolids Regional Coordinators:

[Program contacts - Washington State Department of Ecology](#)

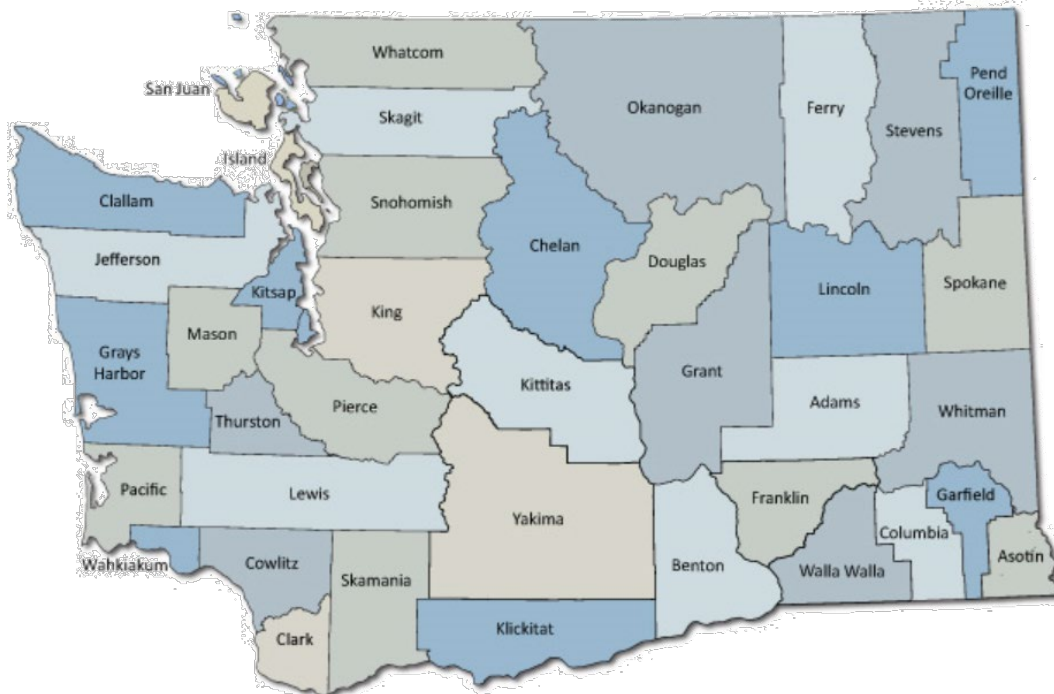
- Emily Kijowski (HQ-Statewide Biosolids Coordinator) (360 789-6592)
- Ruby Irving-Hewey, Central Region: (509) 379-4737
- Mounia Sassi, Eastern Region (509) 220-3166
Terri Costello, Eastern Region (509) 570-8097
- Amber Corfman, Northwest Region: (360) 918-4786
- Shawnte Greenway, Southwest Region: (360) 522-0505
Eddie Simons, Southwest Region: (360) 763-2871



Local Health Departments and Districts:

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

- Adams County Health Department: (509) 488-2031 Othello Office
Benton-Franklin County Health Department: (509) 460 4200 Kennewick, or (509) 547-9737 Pasco
- Chelan-Douglas Health District: (509) 886-6400 or (509) 886-6499 after-hours.
- Grant County Health District: (509) 766-7960 or (509) 398-2083 after-hours.
- Seattle-King County Public Health Department: (206) 296-4600, (206) 296-0100, or (800)-325-6165
- Kittitas County Health Department: (509) 962-7515.
- Lincoln County Health Department: (509) 725-1001 or (509) 725-2501
- Okanogan County Health Department: (509) 422-7140
- Tacoma-Pierce County Health Department: (253) 649-1500, (253) 798-6500, or (800) 992-2456
- Snohomish County Health Department: (425) 339-5200 or (425) 775-3522
- Skagit County Health Department: (360) 416-1500 or (360) 416-1555
- Spokane County Health Department: (509) 324-1500 or (888) 535-0597
- Thurston County Health Department: (360) 867-2500 or (800) 986-9050 after-hours



Department of Transportation Headquarters: (360) 705-7000 or (360) 705-7438

<https://wsdot.wa.gov/Contact/officelocation.htm#division>

Department of Transportation Regional Offices:

- 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) 324-6015 or (509) 324-6000



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

<https://www.dnr.wa.gov/about/dnr-regions-and-districts>



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

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

<https://wdfw.wa.gov/about/regional-offices>

WDFW Regions



ATTACHMENT 1

ROUTES TRAVELED

BPI and its sub-contractors utilize the following route options to haul biosolids to Boulder Park Project BUF land application project sites for the following participants:

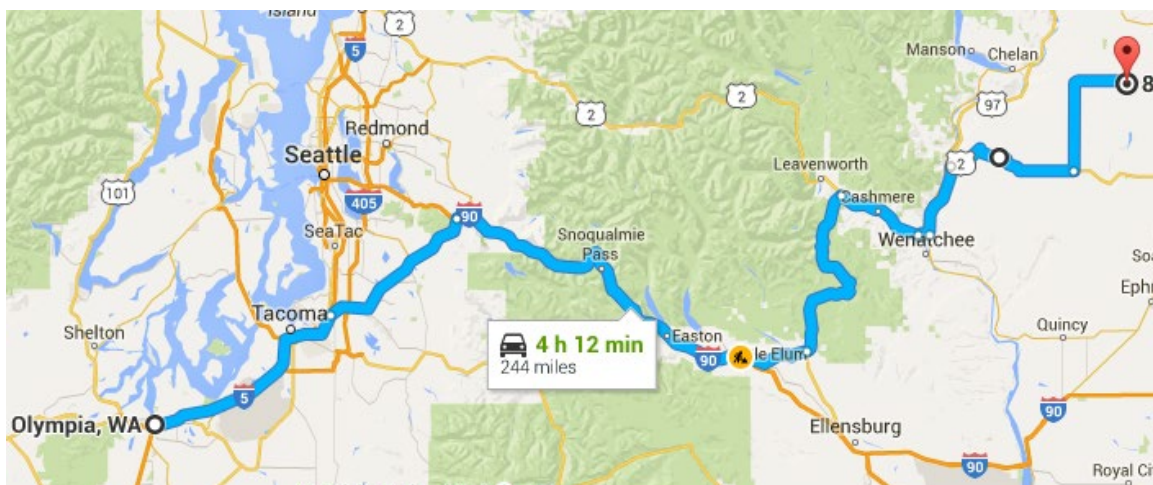
In the event of road closures for extended periods or emergencies haul trucks may utilize other public roads to get over the mountains including White Pass, Columbia Gorge, or Stevens Pass.

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 are attached.

- Routes from Western WA sources located *south* of Seattle
- Routes from Western WA sources located *north* of Seattle
- Routes from Eastern WA sources located east of Mansfield near Spokane
- Routes from Central WA sources located *south* of Mansfield
- Routes from Central WA sources located *north* of Mansfield

Routes from Western WA sources located *SOUTH* of Seattle:

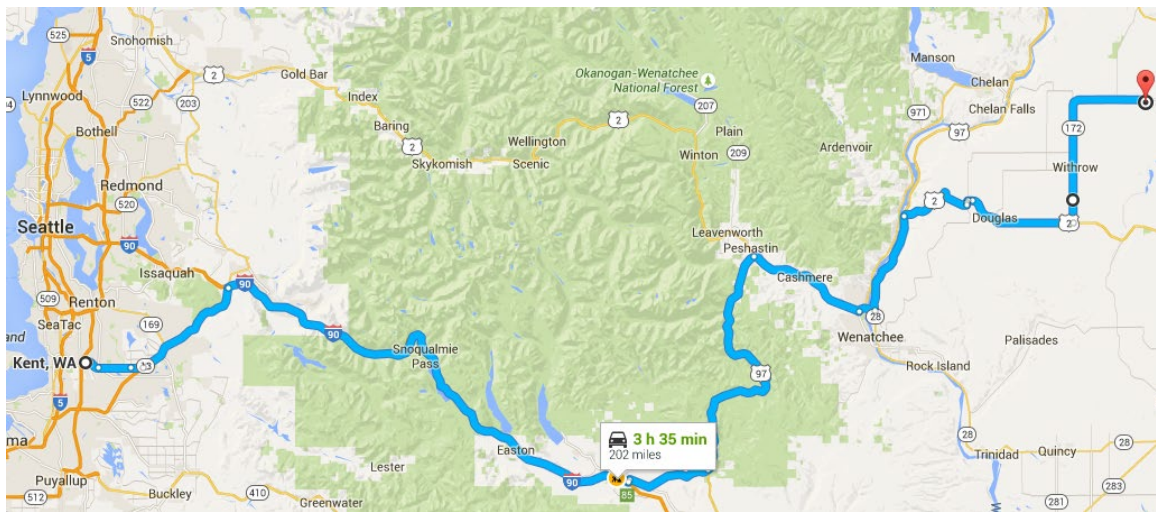
Option #1: I-5 North from Olympia to SR-18 East to I-90 East to US 970 to US-97 North to US-97/US-2 to US-2 East to SR-172 arriving in Mansfield, WA. Total distance traveled 240 miles.



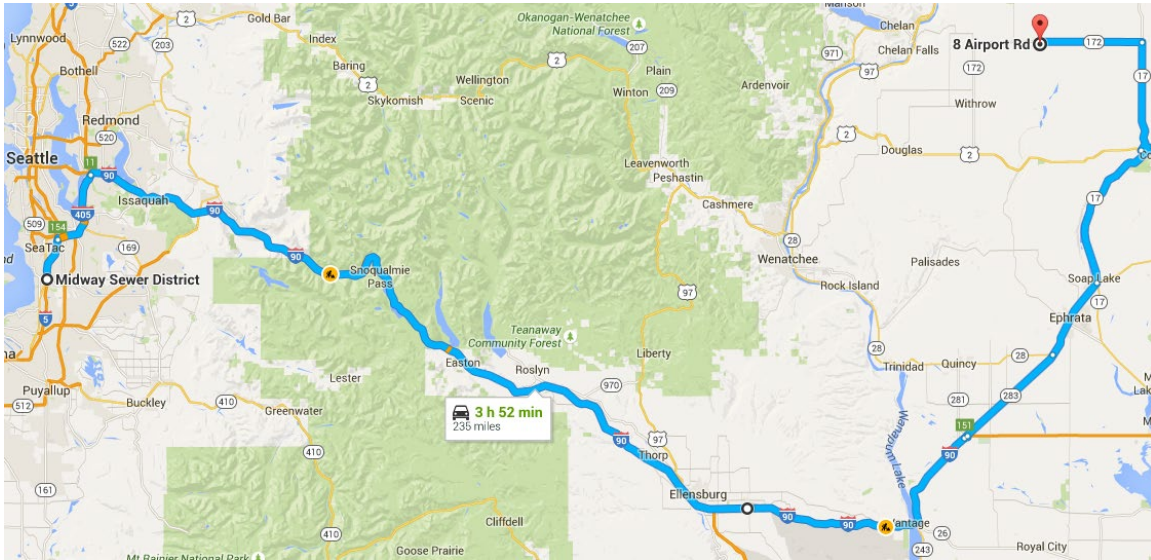
Option #2: I-5 North from Olympia to SR-18 East to I-90 East to Exit 151 then North on SR-283 to SR-28 to North on SR-17 then West on SR-172 to Mansfield, WA. Total distance traveled 268.4 miles.



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.

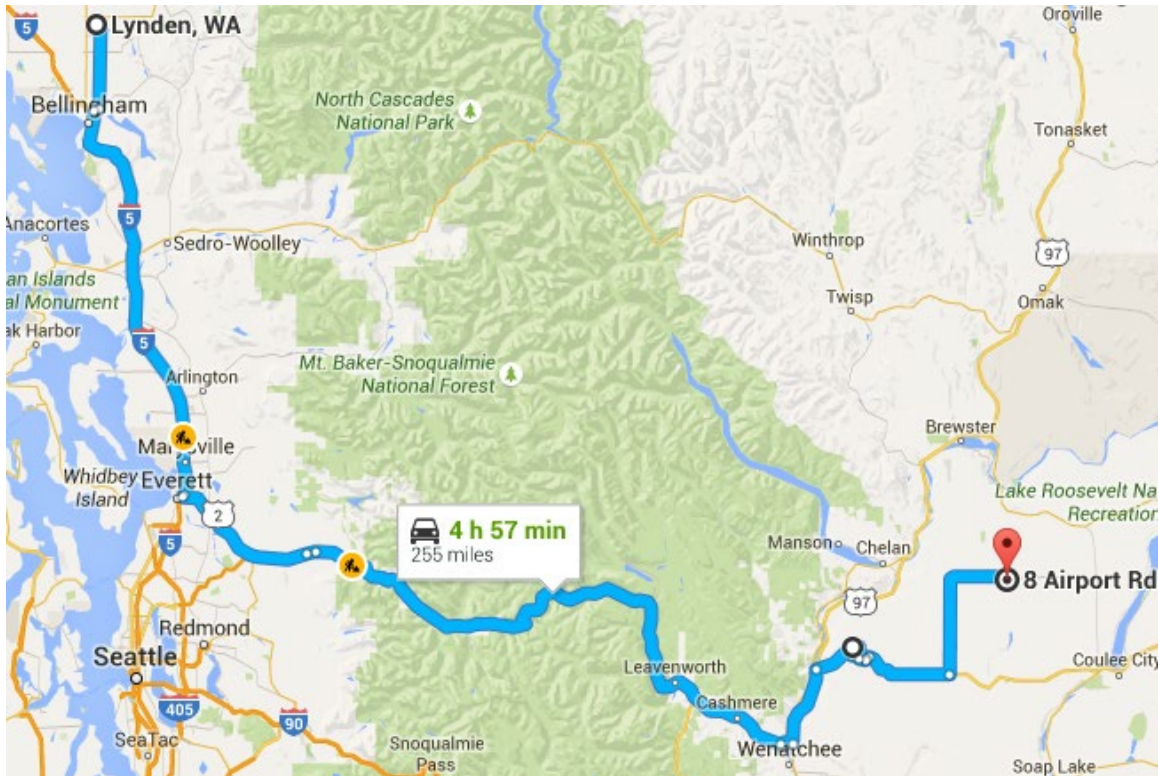


Option #4: I-5 N to I-405 N to I-90 E to Exit 151 then N on SR-283 to SR-28 to North on SR-17 then West on SR-172 to Mansfield, WA. Total distance traveled 235 miles.

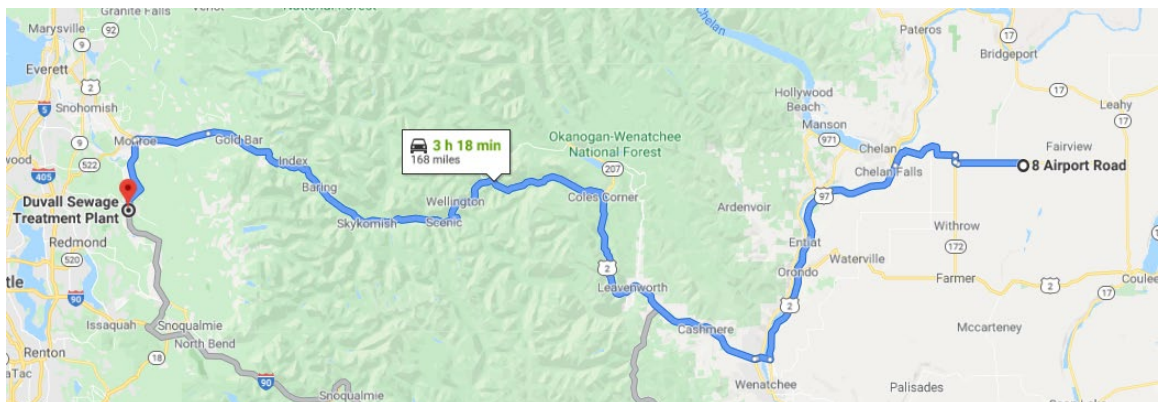


Routes from Western WA sources located *NORTH* of Seattle:

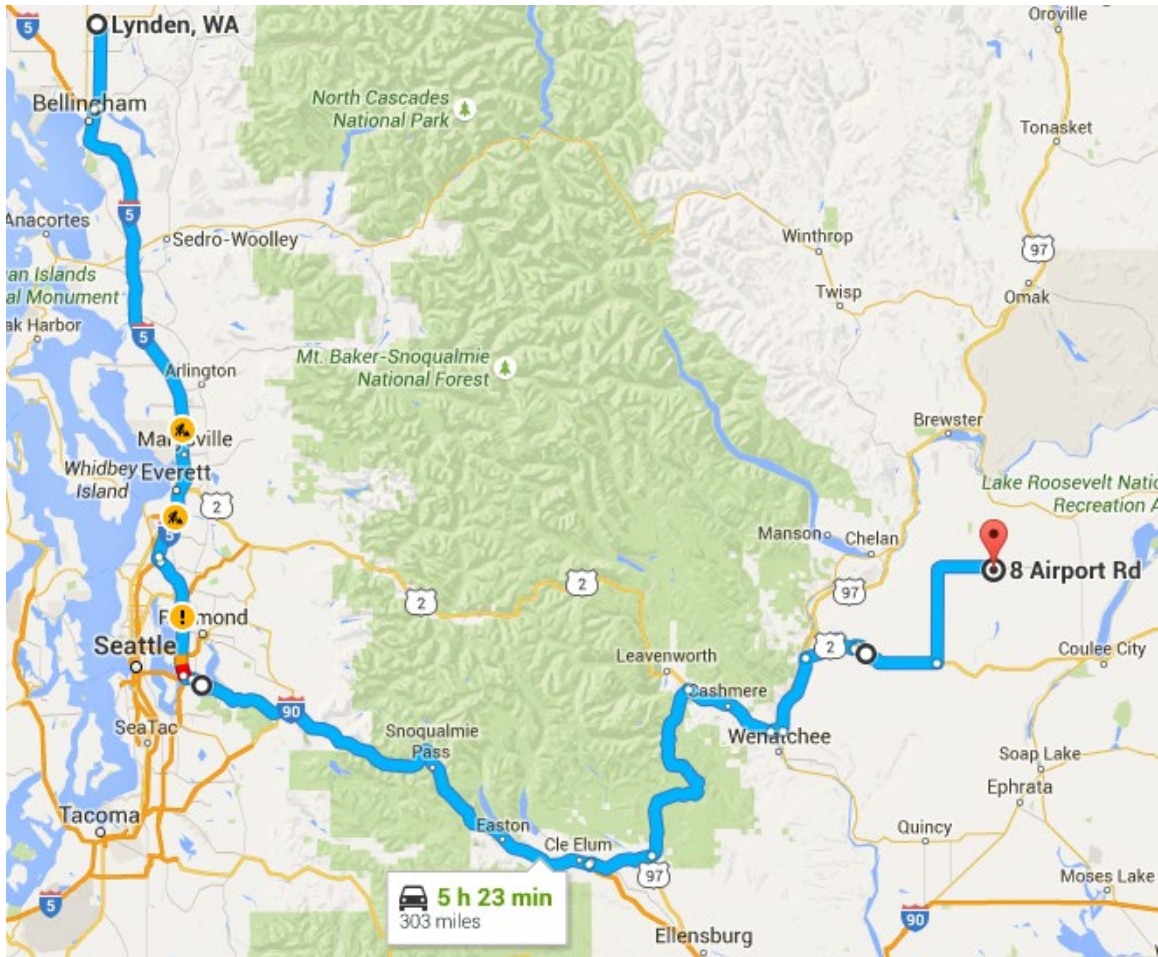
Option #1: I-5 S from Bellingham to US-2 E to US-2 E/US-97 N to US-2 E to SR-172 arriving in Mansfield, WA. Total distance traveled 248 miles.



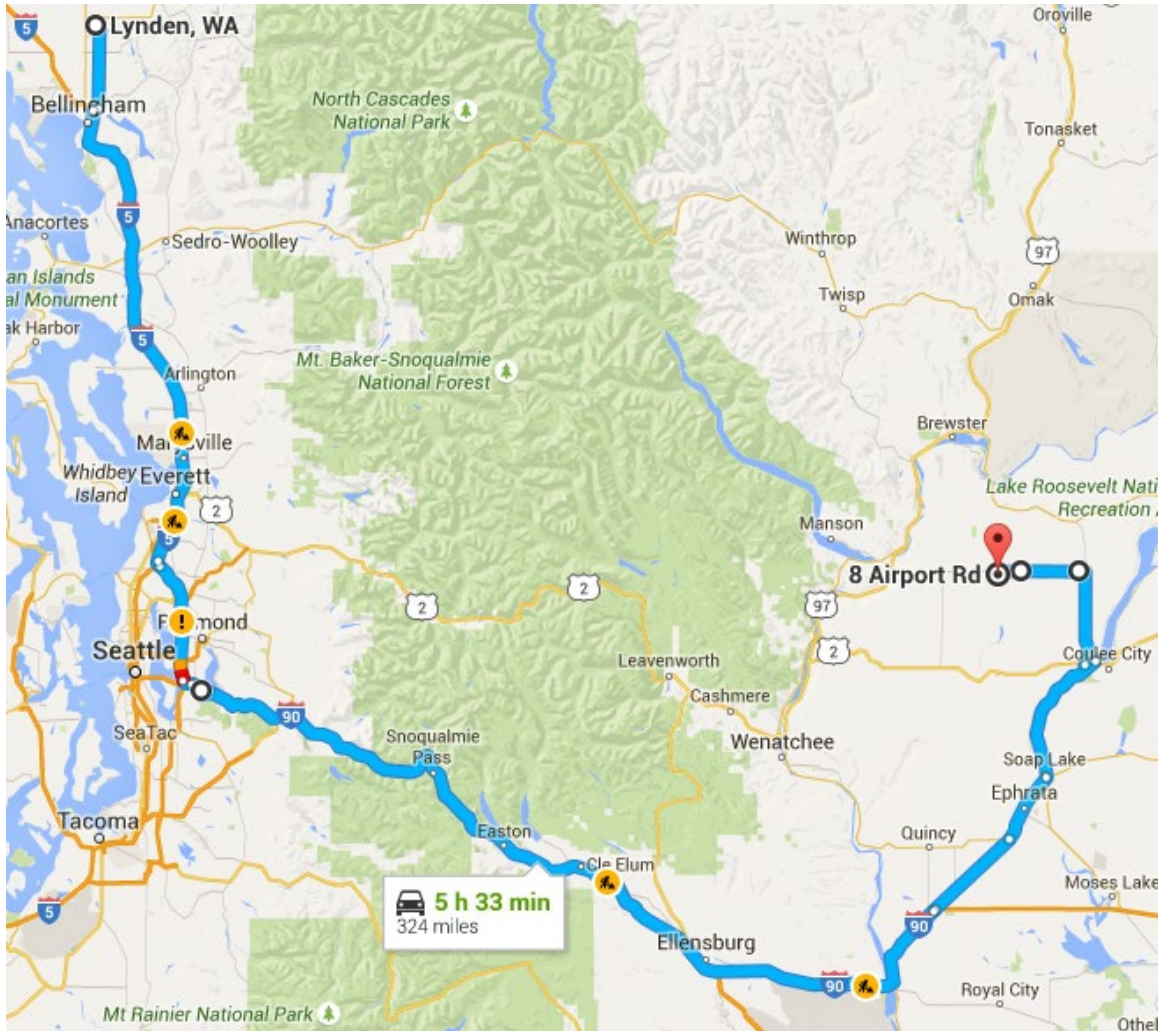
Option #2: WA-203 N to US-2/ US-2 E/US-97 N to US-2 E to SR-172 arriving in Mansfield, WA. Total distance traveled 169 miles.



Option #3: I-5 S to I-405 S to I-90 Et to US 970 to US-97 N to US-97/US-2 to US-2 E to SR-172 arriving in Mansfield, WA. Total distance traveled 303 miles.

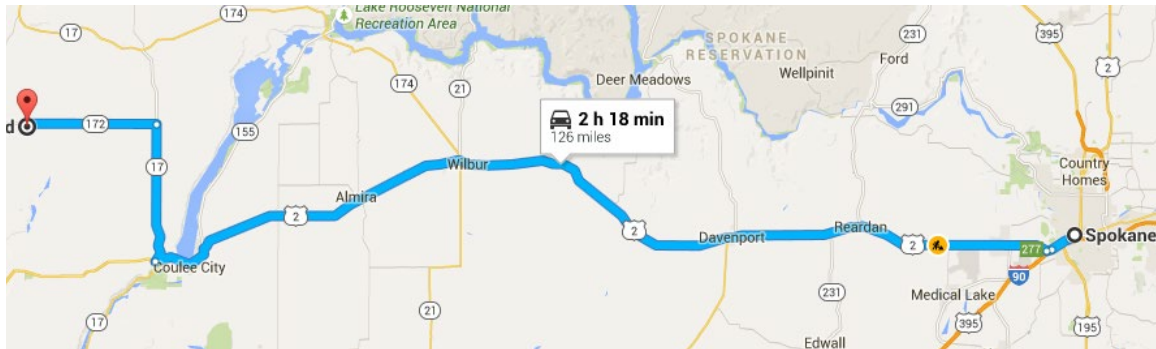


Option #4: I-5 S to I-405 S to I-90 East to Exit 151 then North on SR-283 to SR-28 to North on SR-17 then West on SR-172 to Mansfield, WA. Total distance traveled 324 miles.

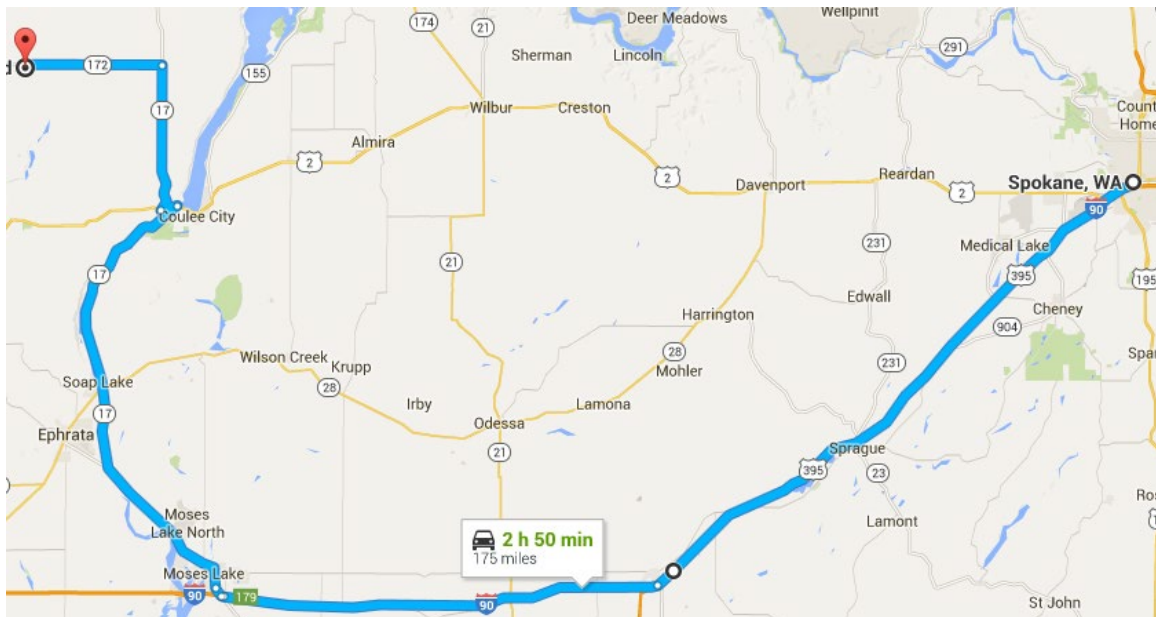


Routes from Eastern WA sources located *EAST* of Mansfield *near* Spokane:

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.

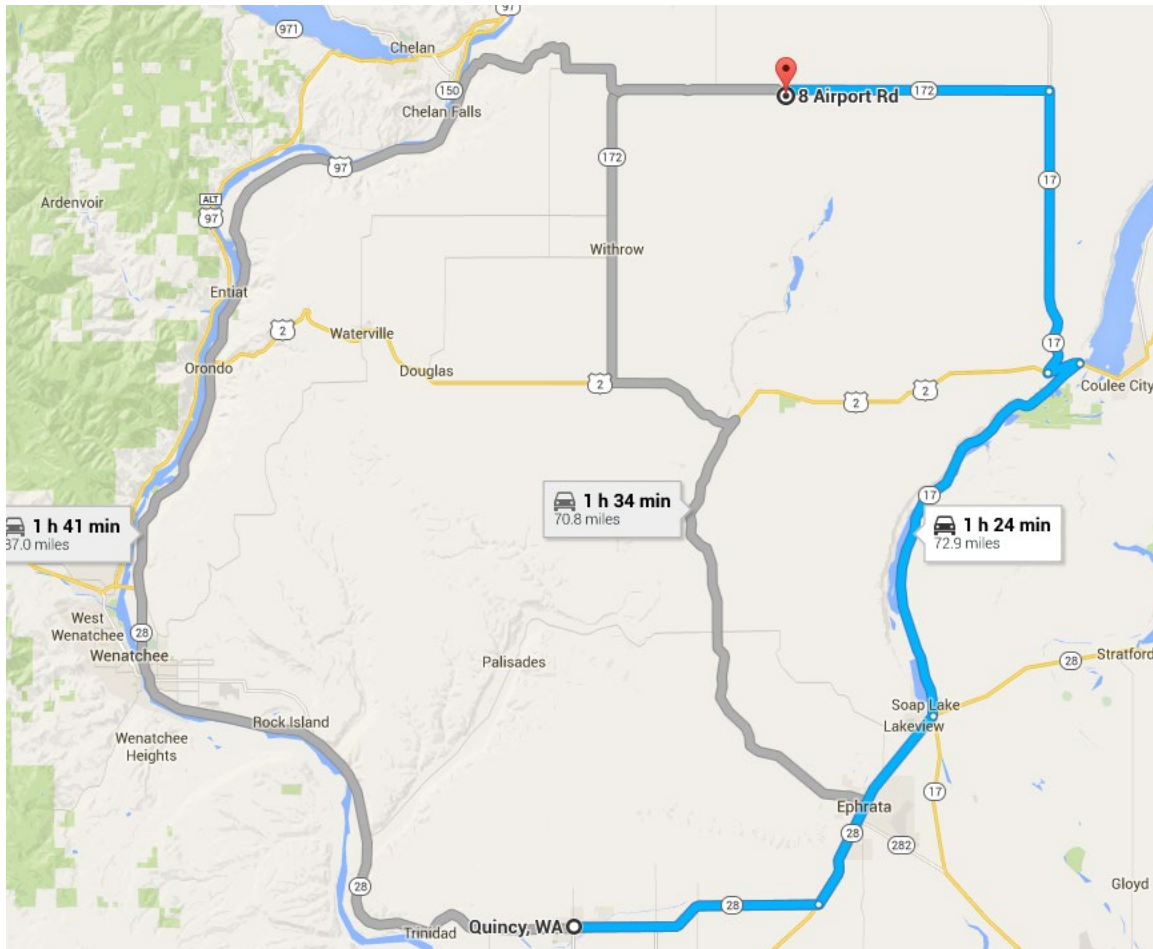


Option #2: I-90 W from Spokane to WA-17 N to SR-172 W arriving in Mansfield, WA. Total distance traveled 175 miles.

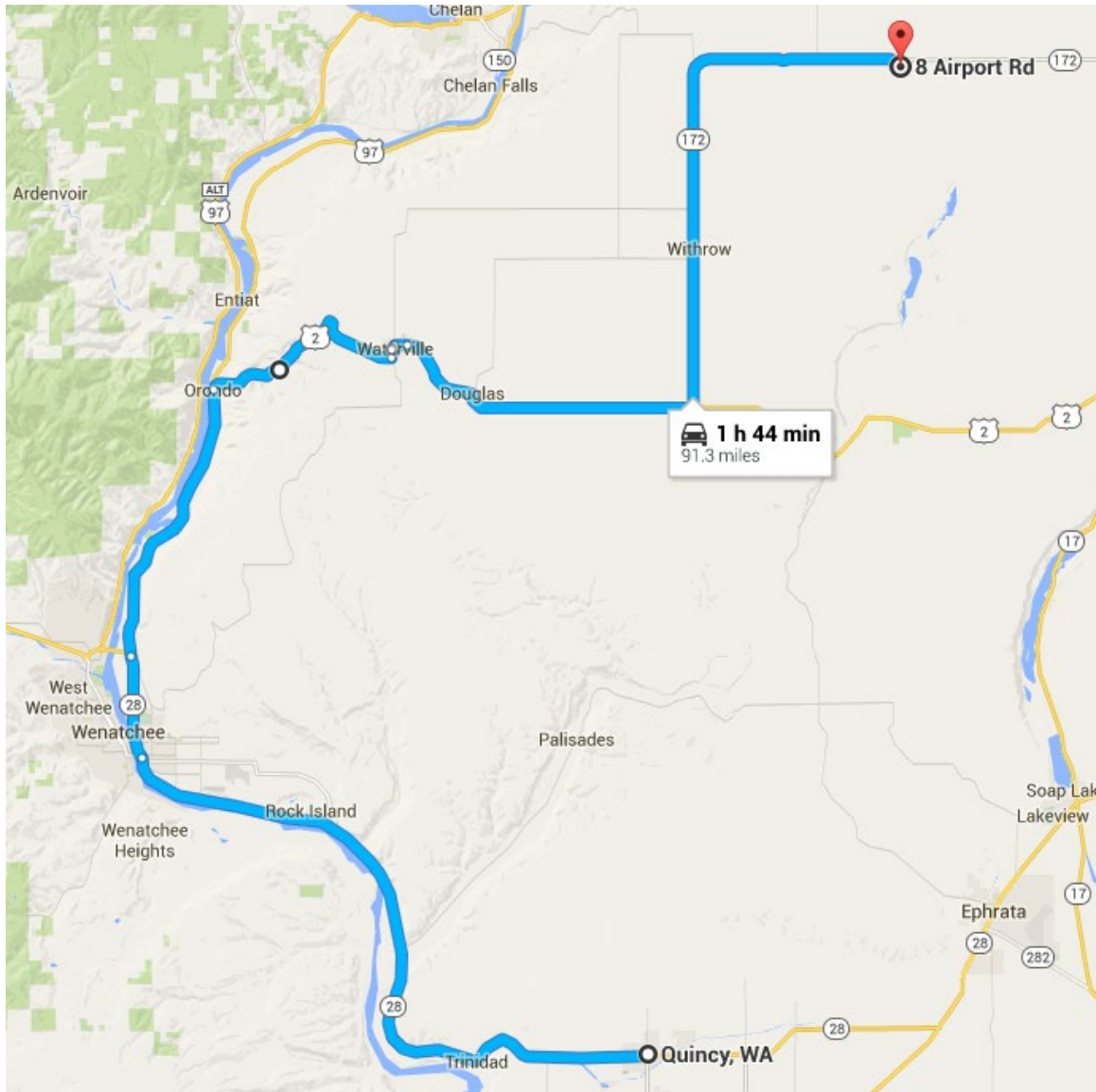


Routes from Central WA sources located *SOUTH* of Mansfield:

Option #1: WA-28 E from Quincy to WA-17 N to SR-172 W arriving in Mansfield, WA.
Total distance traveled 72.9 miles

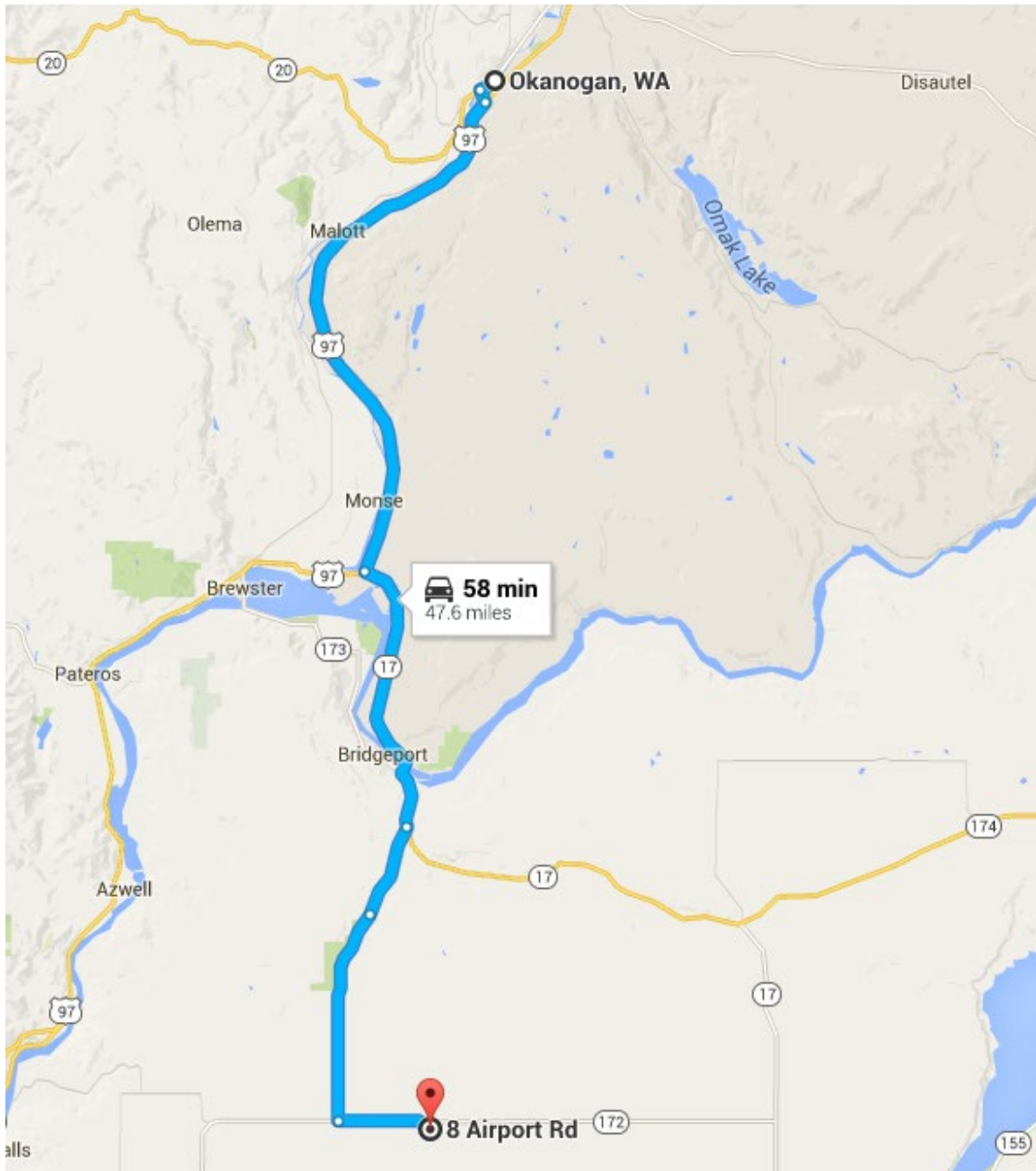


Option #2: WA-28 W from Quincy to US-2 E to SR-172 W arriving in Mansfield, WA.
Total distance traveled 91.3 miles



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

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. (Source: <https://ecology.wa.gov/Regulations-Permits/Plans-policies/Contingency-planning-for-oil-industry/Primary-response-contractors>)

State-approved primary response contractors

These approved primary response contractors may be listed in oil spill contingency plans.

| | | |
|---|--|---|
| Able Clean-up Technologies, Inc.  4117 E. Nebraska Ave. Spokane, WA 99217 509-466-5255 Expires 2/10/2025 | Focus Wildlife  PO Box 944 Anacortes, WA 98221 800-578-3048 Expires 09/14/2026 | NRC Environmental Services  9520 - 10th Ave. S., Suite 150 Seattle, WA 98108 206-607-3000 Expires 1/18/2026 |
| Clean Rivers Cooperative, Inc.  200 SW Market, Suite 190 Portland, OR 97201 503-220-2040 Expires 07/15/2024 | Global Diving and Salvage  3840 W. Marginal Way SW Seattle, WA 98106 206-623-0621 Expires 06/16/2026 | NWFF Environmental  1036 Main St. Philomath, OR 97370 800-942-4614 Expires 11/13/2023 |
| Cowlitz Clean Sweep, Inc.  (CCS) 55 International Way Longview, WA 98632 360-423-6316 Expires 9/27/2024 | GrayMar Environmental Services Inc.  1329 E. Wheeler Rd Moses Lake, WA 98837 866-472-9627 Expires 12/2/2024 | Oiled Wildlife Care Network  Wildlife Health Center, 1 Shields Ave. Davis, CA 95616 530-752-4167 Expires 11/15/2026 |
| Clean Harbors Environmental  12404 SE Jennifer St. Clackamas, OR 97015 800-645-8265 Expires 05/4/2026 | Marine Spill Response Corp.  1330 Industry St., #100 Everett, WA 98023-7123 425-252-1300 Expires 11/01/2026 | Whitewater Rescue Institute  1620 Rodgers St. Missoula, MT 59802 800-543-1923 Expires 3/26/2024 |

State-approved Primary Response Contractors List reviewed 10/24/2024.

BOULDER PARK INC.
HAUL CONTACT LIST for KISSLER ENTERPRISES

Updated: 10/24/2024

| Company | First Name | Last Name | Job Title | Business Street | City | State | Zip | Phone | E-mail Address |
|-----------------------|------------|-----------|-----------------------|-------------------|---------------|-------|-------|----------------------|----------------------------|
| Alderwood WWD | Joe | Carter | WWTF Manager | 3626 156th St. SW | Lynnwood | WA | 98087 | (425) 787-1940 x8311 | jcarter@awwd.com |
| City of Lynden | Steve | Banham | Public Works Director | 300 4th St. | Lynden | WA | 98264 | (360) 354-3446 | banhams@lyndenwa.org |
| City of Lynden | Josh | Libolt | WWTF Superintendent | 300 4th St. | Lynden | WA | 98264 | (360) 354-0633 | liboltj@lyndenwa.org |
| City of Mount Vernon | Gary | Duranceau | Wastewater Manager | 1401 Britt rd. | Mount Vernon | WA | 98273 | (360) 336-6219 | garyd@mountvernonwa.gov |
| City of Sedro-Woolley | Ralph | Kennedy | Wastewater Supervisor | 325 Metcalf St. | Sedro-Woolley | WA | 98284 | (509) 856-1100 | rkennedy@sedro-woolley.gov |



King County

Office of Risk Management Services

Department of Executive Services

201 South Jackson Street, Suite 320

Seattle, WA 98104

(206) 263-2250

KING COUNTY CERTIFICATE OF SELF-INSURANCE

April 1, 2024 – April 1, 2025

This letter is to certify that King County, a charter county government under the constitution of the State of Washington, maintains a funded self-insurance program for the protection and handling of the County's liabilities, including injuries to persons and damage to property. Should an incident occur involving the negligence of County employees acting in the scope of their employment, the County's self-insurance program would respond.

This letter is also to certify that King County carries a blanket All-Risk property insurance policy to cover damage and physical loss to its property.

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 Section at the phone number above.

Sincerely,

The Office of Risk Management Services

Insurance and Contracts Section