



WENATCHEE CITY COUNCIL
Thursday, March 12, 2020
Wenatchee City Hall Council Chambers
301 Yakima Street, 2nd Floor
Wenatchee, WA 98801
AGENDA

4:00 p.m. Council Tour

City Council tour of renovation project at Wenatchee Library facility located at 301 Douglas Street.

5:15 p.m. Regular Meeting

1. Call to Order, Pledge of Allegiance, and Roll Call.

2. Consent Items:

- Motion to approve agenda, vouchers, and minutes from previous meetings.
Vouchers:
Claim checks #194123 through #194236 in the amount of \$473,771.87 for February 20, 2020
Wires #1488 and #1489 in the amount of \$10,602.03 for February 25, 2020
Claim checks #194238 through #194248 in the amount of \$7,876.24 for February 27, 2020
Benefits/deductions in the amount of \$912,654.32 for February 28, 2020
Claim checks #194237; #194249 through #194346 in the amount of \$651,703.59 for February 28, 2020
Payroll distribution in the amount of \$465,937.61 for March 5, 2020
Payroll distribution in the amount of \$2,959.87 for March 5, 2020
Claim checks #194360 through #194414 in the amount of \$474,025.20 for March 5, 2020

3. Citizen Requests/Comments.

The "Citizen Comments" period is to provide the opportunity for members of the public to address the Council on items either not on the agenda or not listed as a public hearing. The Mayor will ask if there are any citizens wishing to address the Council. When recognized, please step up to the microphone, give your name and mailing address, and state the matter of your interest. If your interest is an agenda item, the Mayor may suggest that your comments wait until that time. Citizen comments will be limited to three minutes.

4. Presentations.

- Red Cross Month Proclamation
- Apple Blossom Royalty Proclamation

5. Action Items.

- A. Biosolids Hauling Contract for Boulder Park
Presented by Public Works Director Rob Jammerman and Environmental Manager Jessica Shaw
Motion for City Council to authorize the Mayor to sign the contract for Biosolids Beneficial Use Services for the City of Wenatchee Public Works at the Boulder Park Project, 2020.

- B. Authorization to Award Construction Contract - Sewer Rehabilitation Project #1909
Presented by Senior Engineer Jeremy Hoover
Motion for City Council to award the contract for construction of the 2020 Sewer Rehabilitation Project #1909 to the lowest responsible, responsive bidder, and further authorize the Mayor to sign the construction contract.

- C. Agreement to Address Park Drainage at 25 North Worthen
Presented by Economic Development Director Steve King
Motion for City Council to authorize the Mayor to sign a settlement agreement with WenDBR, LLC, in the amount of \$34,301.44 to satisfy obligations associated with drainage impoundment adjacent to 25 North Worthen Street in the Chelan County PUD Park.

6. Reports.

- a. Mayor's Report

- b. Reports/New Business of Council Committees

7. Announcements.

8. Adjournment.



WENATCHEE CITY COUNCIL WORK SESSION

City Hall Council Chambers
301 Yakima Street, 2nd Floor
Wenatchee, WA 98801

DRAFT

MINUTES

Thursday, February 20, 2020
5:15 p.m.

Council Tour:

3:00 p.m. – 5:00 p.m. North Wenatchee Avenue and Regional Water

Present:

Mayor Frank Kuntz
Councilmember Jose Cuevas
Councilmember Jim Bailey
Councilmember Travis Hornby
Councilmember Mark Kulaas
Councilmember Linda Herald
Councilmember Keith Huffaker

Staff Present:

Executive Services Director Laura Merrill
City Clerk Tammy Stanger
Economic Development Director Steve King
Community Development Director Glen DeVries
Finance Director Brad Posenjak
Public Works Director Rob Jammerman
Police Chief Steve Crown
Housing & Community Planner Brooklyn Holton

Discussion Items:

A. Consolidated Plan Overview/CDBG Vision

Housing & Community Planner Brooklyn Holton and Consultant David Stalheim, with Mud Bay Consulting, presented an overview of Community Development Block Grant Consolidated Plan Funding Options. The City of Wenatchee is an “entitlement community” and receives funding each year. The 2020-2024 five-year planning update is underway to identify community priorities and to prepare the annual action plans to reach those goals within five

years. Over the next six months staff will be working to identify goals and priorities and help guide the community engagement process for the plan. The Council would like additional discussion and input. Staff will put together practical suggestions and come back before the Council in the next few months for additional input before review by the Planning Commission. The Council asked staff to email the map to them showing the areas of the city that are eligible to receive CDBG funds.

B. Needle Exchange Discussion

Councilmember Keith Huffaker led the needle exchange discussion. This topic has been brought to the Chelan-Douglas Health District (Councilmember Ruth Esparza is the city's representative on the CDHD Board). Police Chief Steve Crown addressed the Council with his research about needle exchange programs in Moses Lake and Ellensburg, stating that a program needs to be well organized and well-run to work, with the Police Department being heavily involved in the planning and with involvement by the city. The Council believes more information is needed and the subject is worth exploring further for an informed decision.

C. Council Work Session Topics

Additional topics that the City Council would like to see for work sessions are as follows:

1. Code Enforcement Tour;
2. A review of the sidewalk inventory/implementation of maintenance;
3. Tree inventory – update from recommendations;
4. Park naming guidelines;
5. Planning Commission by district;
6. Review of meeting policy for speaker time allotment;
7. South Wenatchee tour/implementation of SDAT;
8. Comprehensive Plan and Capital Facilities Plan – staff interface with Council;
9. City Hall design process update;
10. Status of new street signs;
11. Addressing – public outreach (public safety);

With nothing further to discuss, the meeting adjourned at 6:39 p.m.

Frank J. Kuntz, Mayor

Attest:

Tammy L. Stanger, City Clerk



DRAFT

WENATCHEE CITY COUNCIL MEETING

Thursday, February 27, 2020

Wenatchee City Hall Council Chambers
301 Yakima Street, 2nd Floor
Wenatchee, WA 98801

MINUTES

Present: Mayor Frank Kuntz, Councilmember Position 1 Jose Cuevas, Councilmember Position 2 Jim Bailey, Councilmember Position 3 Ruth Esparza, Councilmember Position 4 Travis Hornby, Councilmember Position 5 Keith Huffaker, Councilmember At-Large "B" Keith Huffaker

Staff Present: Executive Services Director Laura Merrill, City Attorney Steve Smith; City Clerk Tammy Stanger; IS Support Tim McCord, Public Information Officer Annagrisel Alvarez, Community Development Director Glen DeVries, Finance Director Brad Posenjak, Economic Development Director Steve King, Public Works Director Rob Jammerman, Police Chief Steve Crown, City Engineer Gary Owen, Planning Manager Stephen Neuenschwander

4:45 p.m. Executive Session. The Mayor called the meeting to order at 4:45 p.m. for the purpose of meeting in executive session. Councilmember Linda Herald was absent.

Motion by Councilmember Keith Huffaker for City Council to convene in executive session to discuss with legal counsel matters of potential litigation to which the city is likely to become a party when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency. RCW 42.30.110(1)(i), for a time period not to exceed 30 minutes. Motion seconded the Councilmember Jim Bailey. Motion carried (6-0).

Council adjourned from executive session at 5:06 p.m.

5:15 p.m. Regular Meeting

1. Call to Order, Pledge of Allegiance, and Roll Call. Mayor Frank J. Kuntz called the regular meeting to order at 5:15 p.m. Councilmember Jim Bailey led the Pledge of Allegiance. The excused absence of Councilmember Linda Herald was noted for the record.

2. Consent Items:

Motion by Councilmember Keith Huffaker to approve agenda, vouchers, and minutes from previous meetings. Councilmember Mark Kulaas seconded the motion. Motion carried (6-0).

3. Citizen Requests/Comments.

St. Patrick's Day parade organizer Tom Irvin invited the Mayor and Council to participate in the 39th year of the St. Patrick's Day Parade. New this year they will see if the Mayor's shadow is cast for an early spring. The parade will begin at 7ish on 3/17/2020.

4. Action Items.

A. Civil Service Commission Code Update

Executive Services Director Laura Merrill presented the staff report. Police Chief Steve Crown was also present.

Motion by Councilmember Keith Huffaker for City Council to adopt Ordinance No. 2020-09, amending Wenatchee City Code (WCC) Chapter 1.58 related to the civil service system. Councilmember Jose Cuevas seconded the motion. Motion carried (6-0).

B. Civil Service Commission Appointments

Executive Services Director Laura Merrill presented the staff report. Police Chief Steve Crown was also present. Also present were Civil Service Commission Secretary Lynn Floyd and new Civil Service Commission members Wayne Loranger and Gabriela Sanchez.

Motion by Councilmember Jim Bailey for City Council to approve Resolution No. 2020-06, appointing voting representatives to the Civil Service Commission (Gabriela Sanchez, Sean Gross, and Wayne Loranger). Councilmember Ruth Esparza seconded the motion. Motion carried (6-0).

C. Sale of City Owned Property to Douglas County

Economic Development Director Steve King presented the staff report. Council asked questions.

Motion by Councilmember Ruth Esparza for City Council to authorize the Mayor to negotiate and sign a purchase and sale agreement with Douglas County or assigns for the sale of real property commonly known as the City of Wenatchee gravel pit property. Councilmember Jim Bailey seconded the motion. Motion carried (6-0).

D. Authorization to Award Construction Contract, Project No. SW19-08 – Elliott Avenue Multi-Use Pathway

Public Works Director Rob Jammerman presented the staff report. Council asked questions.

Motion by Councilmember Mark Kulaas for City Council to award the construction contract for the Elliott Avenue Multi-Use Pathway, Project No. SW19-08, to KRCl, LLC, in the amount of \$108,365.00, and authorize the Mayor to sign the construction contract documents. Councilmember Travis Hornby seconded the motion. Motion carried (6-0).

5. Public Hearing Items.

The Mayor explained the public hearing process.

E. Community Development Fee Revisions

Community Development Director Glen DeVries presented the staff report. Council asked questions.

The Mayor asked for public comment. There was no one who wished to speak.

Motion by Councilmember Travis Hornby for City Council to adopt Ordinance No. 2020-08, amending Chapter 1.99.040 WCC, pertaining to the Community Development Department Fee Schedule. Councilmember Jim Bailey seconded the motion. Motion carried (6-0).

F. Addition of Property to Historic Register (922 Idaho Street)

Community Development Director Glen DeVries and Planning Manager Stephen Neuenschwander presented the staff report. Council asked questions.

The Mayor asked for public comment. There was no one who wished to speak.

Motion by Councilmember Jim Bailey for City Council to approve Resolution No. 2020-07, adding 922 Idaho Street to the Wenatchee Register of Historic Places. Councilmember Travis Hornby seconded the motion. Motion carried (6-0).

G. Authorization for Condemnation of Property for the McKittrick Street and Wenatchee Avenue Signal Project No. 0623

City Engineer Gary Owen presented the staff report. Council asked questions.

The Mayor asked for public comment. There was no one who wished to speak.

Motion by Councilmember Mark Kulaas for City Council to adopt Ordinance No. 2020-06, authorizing condemnation of property for improvements at the intersection of McKittrick Street and North Wenatchee Avenue, public roadways. Councilmember Jose Cuevas seconded the motion. Motion carried (6-0).

6. Reports.

a. Mayor's Report. The Mayor reported on the following:

1. He attended the Wenatchee Downtown Association annual banquet last evening, where the WDA presented Steve King with an award and spoke very highly of him.
2. He asked a procedural question of the Council about how they would like their projects and priorities to be considered. It was the consensus that they would like to open up a discussion at a future time.
3. He reported that PIO Anna Alvarez participated in a webinar today about the coronavirus.

b. Reports/New Business of Council Committees.

Councilmember Mark Kulass reported that he participated in the Museum's strategic planning meetings held last week. This goal setting, visioning and mission process will continue for the next several months.

7. Announcements.

The Mayor announced there will be a "hard hat" tour of the library facility that is currently under renovation on March 12.

8. Adjournment. With no further business the meeting adjourned at 6:12 p.m.

Frank J. Kuntz, Mayor

Attest:

Tammy L. Stanger, City Clerk

March Is Red Cross Month

PROCLAMATION

For 139 years, the American Red Cross has provided comfort and support services to ease suffering before, during, and after emergencies in the United States and around the world. The American Red Cross provides shelter, care, and compassion in response to more than 60,000 disasters a year. It also supplies about 40 percent of our Nation's blood products; teaches skills that save lives; supports our military, veterans, and their families; and provides international humanitarian aid to countries in need. During American Red Cross Month, we thank and honor the selfless volunteers, dedicated employees, and generous supporters who invest their time, talent, and resources to provide compassionate outreach and assistance to so many.

Each year, American Red Cross workers and trained volunteers respond to a wide range of emergencies, from natural disasters that destroy entire communities to home fires that displace individual families. In response to last year's devastating hurricanes, wildfires, storms, floods, and earthquakes, the American Red Cross and its partners opened and supported emergency shelters for more than 300 days. During these and other crises, nearly 9,000 American Red Cross workers — 90 percent of whom are volunteers — left their homes to work in affected areas, providing refuge, food, relief items, emotional support, recovery planning, and significant assistance to vulnerable families in their darkest hours and times of need. In 2019 alone, the American Red Cross also supported responses to 17 international disasters and humanitarian crises as a key part of the world's largest humanitarian network.

Clara Barton, a pioneering nurse from Massachusetts, founded the American Red Cross out of a desire to continue providing help and supplies to people in need following the Civil War. Her words, "I may be compelled to face danger, but never fear it, and while our Soldiers can stand and fight, I can stand and feed and nurse them," echo today in the continued dedication of the American Red Cross to our service members, veterans, and their families. Today, the American Red Cross Hero Care Network provides critical and confidential services to our Armed Forces worldwide through local, State, and national resources. Last year, Hero Care Network provided more than 355,000 emergency communication services to nearly 100,000 deployed military members and their families. It is also the largest provider of free professional volunteer services to recovering wounded warriors and their families in military treatment facilities and hospitals. This network is dedicated to supporting programs and services that aid families as they navigate the demands of military life.

Across our great country, about 2,500 hospitals and other facilities depend on volunteer blood donors to meet the critical needs of patients. Each year, on average, the American Red Cross collects more than 4.6 million blood donations and nearly 1 million platelet donations from more than 2.6 million volunteers. In 2019, donations of more than 6.4 million blood products helped save and improve the lives of people of all ages, including accident victims, mothers giving birth, surgery patients, and those battling cancer and other life-threatening or altering conditions.

Every day, the American Red Cross serves people throughout the United States and around the world. Its lifesaving mission and the indelible mark it leaves around the world are possible only because of the devotion of volunteers, the generosity of donors, and the partnership of community organizations. Together, they bring critical hope, help, and healing in times of crisis, despair, and devastation.

NOW, THEREFORE, I, FRANK J. KUNTZ, Mayor of the City of Wenatchee, do hereby proclaim March 2020 as American Red Cross Month. I encourage all citizens to observe this month with appropriate programs, ceremonies, and activities, and to support the work of the American Red Cross and their local chapters.



IN WITNESS WHEREOF, I have hereunto set my hand this 12th day of
March, 2020.


FRANK J. KUNTZ, Mayor



Proclamation

WHEREAS: The Washington State Apple Blossom Festival has been a Wenatchee community tradition for 101 years, and

WHEREAS: The Washington State Apple Blossom Festival is a premier, family-oriented festival that showcases our people, community, heritage, and fruit industry, and

WHEREAS: The Washington State Apple Blossom Festival Royalty help promote this ongoing community celebration and act as ambassadors of our community at local, state and international celebrations, and

WHEREAS: Tess Sparks has been selected as the 2020 Festival Queen, with Kaia St. John and Kelly Norland selected as the 2020 Festival Princesses.

NOW, THEREFORE, I, Frank J. Kuntz, on behalf of the Wenatchee City Council, do hereby formally congratulate and bestow our appreciation to the 2020 Washington State Apple Blossom Festival Queen Tess Sparks and Princesses Kaia St. John and Kelly Norland.

IN WITNESS WHEREOF, I hereby set my hand and cause the seal of the City of Wenatchee to be affixed on this 12th day of March, 2020.

/s/ Frank J. Kuntz

Mayor Frank J. Kuntz

TO: Frank Kuntz, Mayor
City Council

FROM: Rob Jammerman, Public Works Director
Jessica Shaw, Environmental Manager

SUBJECT: Biosolids Hauling Contract for Boulder Park

DATE: March 5, 2020

MEETING DATE: March 12, 2020

I. OVERVIEW

The City of Wenatchee generates 500 to 600 dry tons of biosolids from the wastewater treatment plant each year. On average, two truckloads of wet biosolids are hauled five days a week to the City's drying bed facility located south of Malaga. At the drying beds, the biosolids are dried and further processed to remove harmful pathogens. Once the treatment process is complete, the Class A biosolids are land applied for feed crops.

At this time, the drying beds are nearing capacity. While an expansion of the drying bed facility is included in the capital improvement plan for the sewer utility, it is not scheduled until 2028. City staff reviewed several options to deal with this capacity issue and are proposing to move forward with the City's alternate land application plan. This plan involves hauling biosolids directly from the wastewater treatment plant to Boulder Park, a biosolids beneficial use facility located near Mansfield in Douglas County. By temporarily hauling biosolids to Boulder Park, the immediate capacity issues at the drying bed facility will be relieved. City staff can then work on other alternatives or continue to use Boulder Park until such time as the drying beds can be expanded. The estimated cost of expansion in current dollars is approximately \$2.5 million.

II. ACTION REQUESTED

Staff recommend that the City Council authorize the Mayor to sign the contract for Biosolids Beneficial Use Services for the City of Wenatchee Public Works at the Boulder Park Project, 2020.

III. FISCAL IMPACT Submitted to the Finance Committee Yes No

The estimated project cost is \$120,000 for 2020. This cost was not included in the 2020 sewer utility budget.

IV. PROPOSED PROJECT SCHEDULE

Biosolids will be hauled as soon as possible to Boulder Park but no later than early April. City staff plan to utilize the Boulder Park Beneficial Use Site until June or July. Once treated biosolids can be removed from the drying bed facility in mid-summer, the City will cease hauling to Boulder Park and resume hauling biosolids to the drying bed facility. If needed in future years, the City would most likely haul to Boulder Park in early spring.

V. REFERENCE(S)

1. Biosolids Beneficial Use Services for the City of Wenatchee Public Works at the Boulder Park Project, 2020.

VI. ADMINISTRATIVE ROUTING

Tammy Stanger, City Clerk
Brad Posenjack, Finance Director

BIOSOLIDS BENEFICIAL USE SERVICES FOR THE CITY OF WENATCHEE PUBLIC WORKS AT THE BOULDER PARK PROJECT

2020



CONTRACT No.
20-0003

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ATTACHMENTS:

- A: PROJECT ROLES & RESPONSIBILITIES
- B: EQUIPMENT LEASE RATE TABLE 2020
- C: SPILL PREVENTION & RESPONSE PLAN
- D: KING COUNTY LETTER OF SELF-INSURANCE

DEFINITION OF WORDS AND TERMS

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

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

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

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

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

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

Party or Parties: City of Wenatchee Public Works Department (City), King County (KC), and Boulder Park Inc. (BPI).

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

Project: Same as Boulder Park Project (BPP).

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

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

Soil Amendment Value: 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.

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

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

This Contract is made and entered into effective as of April 1, 2020 by and between the City of Wenatchee Public Works Department, a code city, (hereinafter referred to as the "City"), Boulder Park Inc., a Washington corporation (hereinafter referred to as "BPI"), and King County, a home rule charter county of the State of Washington (hereinafter referred to as "KC"). The City, BPI and KC may also be collectively referred to as the "Parties" and individually as a "Party."

RECITALS

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

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

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

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

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

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

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

SECTION 1 PURPOSE

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

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

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

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

1.5 During the term of the Contract, BPI agrees to accept up to one hundred (100) percent of the City's Class B 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 to be agreed upon by the City.

1.6 All Class B biosolids provided to the BPP by the City shall meet Table 1 – Ceiling Concentration Limits and Table 3 – Pollutant Concentration Limits contained in WAC 173-308-160 (Biosolids pollutant limits); the pathogen reduction requirements of WAC 173-308-170; and, the vector attraction reduction (VAR) requirements of WAC 173-308-180. The City shall immediately notify BPI and KC if the City's biosolids do not meet any of the requirements described above.

A. The City shall provide analytical results demonstrating 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.

B. Biosolids that do not meet VAR requirements, 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 9.2 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 as solid waste.

SECTION 2 BPI'S RESPONSIBILITIES

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

- A. Transportation of biosolids loaded into BPI-furnished equipment at the City'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; and
- E. Maintenance and operation of all KC-owned equipment per the contractual agreement between KC and BPI (see Attachment A, Project Roles & Responsibilities from Contract #471783);

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

2.3 BPI shall keep all equipment and any application sites clean and orderly. No unsightly debris, broken down equipment, trash, garbage or deleterious materials not necessary for the operation

shall be allowed to accumulate. BPI shall cooperate fully with the City to maintain the highest reasonable image for such services. The City shall have no responsibility for the selection or use of an application site by BPI and assumes no responsibility or liability for the adequacy or legality of such site for the beneficial use of biosolids.

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

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

SECTION 3 KING COUNTY'S RESPONSIBILITIES

KC shall be responsible for the following:

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

SECTION 4 JOINT BPI/KC'S RESPONSIBILITIES

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

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

SECTION 5 CITY'S RESPONSIBILITIES

City shall:

1. Provide timely communication of any significant variation in biosolids quantities to be delivered;
2. Scale and record wet tons of biosolids loaded into the contractor's biosolids hauling equipment at the City site to document the tonnage of biosolids being hauled in accordance with state and federal trucking regulations and to delivered tonnage at location of ultimate disposition. If the City does not have access to a certified scale, the City will work with BPI to locate a certified scale where tonnage can accurately be weighed and recorded as presented in Section 7.1(A) of this contract;
3. Provide documentation on a per load basis to BPI for reconciliation purposes that includes at a minimum the delivery date, driver name, delivery site ID or location description, and tonnage delivered. This information will be reconciled on a monthly basis to ensure accuracy and agreement by all Parties;
4. Secure and maintain all necessary state and local permits and comply with all applicable federal, state and local regulations;
5. Provide and or approve the contractor's Spill Response Plan (Attachment C). Ensure the contracted hauler has a current copy of the Spill Response Plan in trucks hauling the City's biosolids at all times and before leaving the City's facility, and that the haul contractor's drivers know who to call in case of a spill, accident, or emergency;
6. Test its biosolids in accordance with applicable law; thoroughly review the reported analytical data for accuracy and completeness; provide BPI and KC the biosolids quality data necessary for BPI and KC to use or otherwise manage the biosolids; and, immediately notify BPI and KC if the City's biosolids do not meet any of the requirements in section 1.6;
7. Pay BPI and KC the agreed upon service and lease fees as provided in monthly reconciled invoices; and
8. Not operate or maintain KC-owned equipment.

SECTION 6 TERMS OF CONTRACT

6.1 The term of this Contract is from the effective date specified above to December 31, 2023. Any extension of the term of this Contract shall be in writing, mutually agreeable by BPI, KC and the City.

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

SECTION 7 BASIS FOR PAYMENT

7.1 BPI shall be paid based on wet weight for biosolids loaded in trucks and/or trailers provided by BPI for the purpose of transporting biosolids from the City'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 City. BPI shall be responsible for identifying certified scales and proposing scales to the City for acceptance if a certified scale is not available at the City'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 City 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 City prior to hauling biosolids.

7.2 BPI shall submit monthly billings in an approved format that has been reconciled with the City's records. Payment shall be made based on a cost per delivered wet ton of biosolids transported. 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 City will pay BPI for authorized materials accepted and/or services, satisfactorily performed, including the leasing of KC equipment, at the rate of \$48.60 (2020 dollars)(\$3.16 plus \$0.24 Tax [at Mansfield rate of 7.7%] for King County equipment and project management fee, and \$14.95 for BPI operations fee) per wet ton (BPI base unit price). 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 to meet the requirements of WAC 173-308-210(4)(b). The six hour tillage work shall be subject to additional charges per Section 9.2 of this contract at the rate of \$8.93 (2020 dollars) (\$1.77 plus \$0.13 Tax for King County equipment and project management, and \$7.03 for BPI operations fee) per wet ton. Refer to Section 9.2 for further information regarding additional work.

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

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

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

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

7.6 BPI will pay the City \$1.00 per wet ton for soil amendment value of biosolids delivered to the BPP. This payment amount is fixed for the term of the contract and not subject to price adjustments in Section 8.

SECTION 8 PRICE ADJUSTMENTS

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

8.2 Annual Adjustments for the total application rate will be adjusted using 100% of the annual percent change to the "All Items" category of the Seattle-Tacoma-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 that the formula results in a negative, the adjustment shall be zero adjustment. Retroactive to each January 1 of each year, changes to the base rate will be calculated as follows:

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

SECTION 9 ADDITIONAL WORK

9.1 Additional work means the furnishing of materials or equipment and/or the doing of work or service not presently contemplated by the Contract. If the City requires additional work, it may direct BPI in writing to do the additional work at the BPI base unit price (as described in Section 7), or it may direct BPI to do the additional work at a mutually agreed upon lump sum or mutually agreed upon unit prices. Performance of additional work without the prior express written consent of the City shall be at BPI's sole expense. Additional work will be authorized either with a purchase order number or according to the requirements in Subsection 8.2.

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

SECTION 10 LIABILITY OF BPI AND KC

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

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

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

SECTION 11 TRANSFER OF MANAGEMENT RESPONSIBILITIES

All biosolids accepted by BPI shall become BPI's responsibility to manage under the terms of this contract. Acceptance of biosolids is considered to occur when the biosolids are delivered to the Boulder Park Project 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 at all times and obtain and maintain all required permits and registrations necessary for the management of biosolids land application by BPI and KC. Specific laws and regulations specifically applicable to biosolids management include but are not limited to the following:

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

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

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

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

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

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

SECTION 13 BIOSOLIDS QUANTITIES AND CHARACTERISTICS

13.1 The City may develop other biosolids management options during the term of this Contract, delivering biosolids in quantities in accordance with subsection 1.4. The City will provide biosolids on a uniform basis as possible given influent wastewater variations, treatment process conditions, and solids handling operations. The City is responsible for reviewing plant records to determine, estimate and plan for annual, monthly, and weekly averages and variability and informing BPI and KC of substantial changes in biosolids quality.

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

SECTION 14 INSURANCE

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

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

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

14.1.2 **Automobile Liability.** \$1,000,000 combined single limit per accident. If the potential exists to release pollutants either as cargo or from the automobile (as defined by the standard auto policy exclusion of pollution) the auto policy shall be endorsed to include endorsement CA 9948 (or its equivalent).

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

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

14.1.5 OTHER INSURANCE PROVISIONS

A. The insurance policies required in this Contract are to contain and be endorsed to contain the following provisions:

1. With respect to all Liability Policies except Professional Liability and Workers Compensation:

(i) BPI or its subcontractor shall add the other Parties, its officers, officials, employees, and agents to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of BPI or the subcontractor in connection with this Contract. The City shall add the other Parties, their officers, officials, employees and agents as additional insureds as respects liability arising out of activities performed by or on behalf of the City in connection with this

Contract. The Parties acknowledge that KC maintains a self-insurance program for the handling of its liabilities, and as such, cannot add other parties as additional insureds.

- (ii) Each Parties' insurance coverage shall be primary insurance as respects the other Parties, its officers, officials, employees, agents, and consultants. Any insurance and/or self-insurance maintained by the other Parties, its officers, officials, employees, agents and consultants shall not contribute with the Parties' insurance or benefit the Party in any way.
- (iii) BPI or its subcontractors' insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

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

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

14.3 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. Each Parties' liability shall extend as far as the appropriate periods of limitation 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 Notice to Proceed. If BPI neglects to obtain and maintain in force any such insurance or deliver such policy or policies and receipts to the City, then the City may, at its option, terminate this Contract immediately, purchase required insurance coverage by withholding the premium amounts from payments due BPI, or demand BPI purchase the required insurance within a time frame acceptable to the City.

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

SECTION 15 COORDINATION WITH THE CITY'S TREATMENT PLANT

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

SECTION 16 DAMAGES

16.1 Nothing in this Contract is intended to waive any damages the City may be entitled to as a result of BPI's default. Should BPI fail to commence or continue performance of this Contract after issuance of the Notice to Proceed, BPI shall reimburse the City for the actual damages and costs incurred by the City until other satisfactory arrangements for up to the remaining term of this Contract can be implemented. The City shall have the right to deduct such costs or damages from any amount due, or that may become due BPI,

or the amount of such damages shall be due and collectable from BPI or Surety. The City agrees to make all reasonable and practicable efforts to mitigate its damages.

SECTION 17 TERMINATION OR CONTRACT SUSPENSION

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

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

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

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

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

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

SECTION 18 RECORDS, REPORTS AND MEETINGS

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

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

- a daily project site log (including generator, field identification, delivery dates and tonnage) during application of biosolids;
- a weekly project site summary of activities and events;

- application logs (including application rate, date, acreage and tonnage) for each project site that is applied;
- WAC 173-308 annual report (the City shall assist BPI and KC in collecting and documenting the data required for this regulatory report); and
- copies of all written correspondence relating to this project.

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

SECTION 19 INDEMNIFICATION

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

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

19.3 The City agrees that it shall be liable for and shall indemnify, defend, and hold harmless BPI and KC, and 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 City's intentional or negligent act or omission in the performance of its duties as described in this Contract, the City's breaches of this Contract, or the City's acts or omissions in violation of law, including fines, penalties, and judgments. In the event of any Claim arising out of the concurrent negligence of the City and BPI or the City, KC, and BPI, the City's defense and indemnification obligations under this section shall be limited to the extent of the City'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 indemnification obligations under this section shall not expire with the termination of this Contract.

SECTION 20 DISPUTES UNDER THIS CONTRACT

20.1 In the event that a dispute arises under this Contract, then representatives from the Parties involved in the dispute shall meet and confer in an effort to resolve the dispute. If the Parties' representatives cannot resolve the dispute within fifteen (15) calendar days then any Party involved in

the dispute may request that the Parties involved in the dispute engage in mediation, with each such Party to share equally in the costs of mediation. If the dispute is not resolved to the satisfaction of the Parties involved through mediation then any of the involved Parties may take whatever steps it deems appropriate, including but not limited to, bringing a civil action in a court of competent jurisdiction. Nothing in this section shall be construed to prohibit any Party from exercising its right to terminate this Contract as otherwise provided herein or be construed as a precondition to the exercise of such right to terminate.

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

SECTION 21 SEVERABILITY

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

SECTION 22 INDEPENDENT CONTRACTOR

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

SECTION 23 SUBCONTRACTORS

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

SECTION 24 FORCE MAJEURE

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

SECTION 25 NON-WAIVER

25.1 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

26.1 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

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

If to the City, addressed to:

Name Jessica Shaw, Environmental Manager
Address City of Wenatchee, Department of Public Works
1350 McKittrick St.
Wenatchee, WA 98801
(509) 888-3225 office
jshaw@wenatcheewa.gov

If to BPI, addressed to:

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

If to KC, addressed to:

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

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

SECTION 28 ENTIRE CONTRACT; AMENDMENT

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

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

CITY OF WENATCHEE

By _____
Frank Kuntz, Mayor

Date _____

BOULDER PARK, INC.

By _____
Leroy Thomsen, President

Date _____

KING COUNTY

By _____
Mark Isaacson
Director, Wastewater Treatment Division

Date _____

Approved as to form only:

Verna Bromley, Sr. Deputy Prosecuting Attorney

Date

ATTACHMENT A

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

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

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

KC Biosolids Management Program Manager

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

KC Biosolids Agriculture Project Manager

- Overall responsibility for Boulder Park Project management.

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

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

Product: SSLAP Addendum; Boulder Park Biosolids Application Calculations and Nitrogen Value forms.

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

KC Biosolids Transportation Manager

- Overall responsibility for efficient scheduling and safety of only King County biosolids deliveries.
- Overall responsibility to coordinate response only if KC biosolids are accidentally spilled along the haul route.
- Overall responsibility to distribute, update and provide training on the KC Spill Response Plan and/or 'Biosolids and Grit Haul Driver's Handbook' to KC hauler.
- Principal contact between KC treatment plant personnel and KC haul contractor to coordinate KC biosolids deliveries.

- Must review and be consulted on road agreements and restrictions regarding haul trucks.
- May review or be consulted on project issues as they arise.

Boulder Park Incorporated (BPI)

BPI President, Leroy Thomsen

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

BPI Operations/Site Supervisor, Dave Ruud

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

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

- Site Development – work jointly with KC to identify suitable application sites according to GLAP and assist in preparing permit documentation; obtain property legal descriptions and landowner signatures.
Product: Review permit documentation, maps and master list of property descriptions; DOE Model Form.
- Public Involvement/Communications – coordinate and/or participate in site tours and open houses/public meetings, respond to community questions, promote public acceptance and stay informed of public opinion on local biosolids usage; maintain adequate communications among all project participants.

Product: Public meeting, open house, tours; attend other community meetings; periodic contact with project participants.

- Permits - assist in preparing documentation and ensuring compliance with all applicable permits and regulations.
Product: Review permit application documentation and project maps as required; no permit violations.
- Storage Areas - identify location, haul route and required buffers; prepare site; post signs.
Product: Review GIS site maps; fairly level, accessible sites.
- Field Access - obtain farmer signature; maintain access roads equivalent to pre-project conditions.
Product: Farmer agreement; clean and safe roads for public usage.
- County road repair - coordinate with Douglas County (DC) to provide water and equipment as necessary to maintain/repair haul route; advise DC of changes to route and delivery schedule.
Product: Updated project maps; minimal complaints from public and DC personnel.
- Biosolids Delivery - coordinate with KC and other generator's haul contractor, assist truck drivers with deliveries, reconcile tonnage, comply with road agreements and restrictions and inspect site.
Product: delivery schedule; tonnage/inspection records; proper signage.
- Equipment - maintain, operate, store, and repair to minimize down-time.
Product: maintenance records; equipment logs.
- Operations - supervise daily field operations; hire operators, inspect site for compliance with permit and SSLAP and inform BPI President and KC project manager of problems.
Product: BPI weekly reports.
- Applications - coordinate delivery and application schedule with farmers; calibrate equipment to apply Ecology-approved biosolids application rate; record tons applied to each site.
Product: SSLAP Addendum; equipment calibration and application log by site and generator.
- Recordkeeping - maintain detailed up-to-date records on all facets of project.
Product: BPI weekly reports; biosolids application log; monthly biosolids delivery/reconciliation records; maintenance records; sampling log; posted sites; invoices; billing and soil amendment value payment; application rate calculations/approvals; safety/training records; project correspondence; landowner/farmer records; other generators records; contract and change order documents; permit documentation; monitoring data results.
- Reports - prepare annual reports jointly with KC project manager.
Product: WDOE 308 and Boulder Park Project annual report.
- Monitoring - ensure all water, soil, grain and biosolids samples are collected, delivered and analyzed according to schedule and protocols as specified in SSLAP and that analytical results are sent to both BPI and KC; procure necessary soil sampling equipment; establish analytical lab contracts; notify Ecology and KC of unusual results.
Product: sampling logs; BPP annual report.

- Safety - ensure all operations are performed safely; establish and initiate an operations safety program following Wa. Department of Labor and Industries Agricultural Code.
Product: first aid training certification; approved Safety Program and safety meeting records.
- Solely responsible for hauling other generator's biosolids, if specified in contract. Must maintain current list of these generators along with contact information and provide to Ecology and KC.
- Has authority to stop operations if operations at the site are not in accordance with the Boulder Park SSLAP or as directed by BPI president, landowner or regulatory personnel.
- May review or be consulted on biosolids research proposals at the BPP and coordinating and assisting researchers as necessary.

BPI Principals: Leroy Thomsen, Gary Poole and Larry Glessner

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

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

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

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

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

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

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

WSU Cooperative Extension, Research Scientist

- Responsible for providing information about best farming practices associated with biosolids utilization in the area.
- Responsible for evaluating crop response and fertilizer savings as a result of biosolids applications. Responsible for collection of vegetative tissue (grain) samples during crop harvest as necessary.
- Responsible for any research proposals, plans and reports related to this project.
- Responsible for review of all biosolids application rates, which they in turn submit to Ecology for approval.
- Must approve soil sampling protocols prior to sample collection.
- Must be consulted on vegetation sampling protocols prior to crop harvest, if required.
- Must be consulted on biosolids applications to highly erodible sites.
- May review or be consulted on project proposal, permit preparation, site suitability, monitoring data results, public information, open houses, site tours and press announcements.

Douglas County Transportation and Land Services

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

Other Generators using the BPP

- Overall responsibility for complying with all Federal and State regulations, permits, application and equipment usage contract with BPI and King County; hauling their biosolids to designated project

storage areas; ensuring that their truck drivers are properly trained and have a copy of their spill response plan in each truck; addressing project issues related to their biosolids, especially after an accident or spill; communications between BPI, King County and regulatory agencies regarding their biosolids; preparing and reviewing correspondence and reports; project budgets; audits; and billing.

- Assure permit and project plan commitments are followed and all contract performance standards are met as described in their contract with BPI and King County.
- Must review or be consulted on their biosolids delivery, tonnage reconciliation and road agreements / restrictions.
- Overall responsibility that the quality of their biosolids meets all regulatory requirements and is safe for land application. Must submit their latest biosolids quality data to Ecology and King County at least annually.
- Must conduct periodic inspection of site operations during periods when they are utilizing sites at the BPP.
- Has authority to stop operations at any time for non-compliance of contract specifications.

EQUIPMENT LEASE RATE TABLE 2020
For Boulder Park Biosolids Land Application Project

Attachment B

Asset ID#	Description	Purchase Price	Use Life Of Asset	Residual Value of Asset	Deprec. Value	Annual Deprec.*
EWT077	2006 Kenworth T800 Tractor	\$120,000	20	\$35,000	\$85,000	\$4,250
EWT054	1999 Kenworth T600 Dump Truck	\$120,000	20	\$20,000	\$100,000	\$5,000
EWTT01	2014 Randco RTT8000 Water Tanker	\$83,000	15	\$10,000	\$73,000	\$4,867
EWG003	2006 Poor Boys Grader w/12'6" rake	\$22,000	15	\$4,000	\$18,000	\$1,200
EWS017	2015 Chevy Suburban	\$40,000	7	\$10,000	\$30,000	\$4,286
EWT091	2019 Ford F550 PU with service box	\$65,000	6	\$40,000	\$25,000	\$4,167
EWP266	2016 Ford F350 4x4 Pickup w/snow plow	\$50,000	6	\$10,000	\$40,000	\$6,667
EWP261	2015 Ford F250HD Crew Cab 4X4	\$40,000	6	\$10,000	\$30,000	\$5,000
EWL005	2018 JD644K Hybrid Loader w/5yd bucket	\$255,000	8	\$170,000	\$85,000	\$10,625
EWFT19	2016 STX375 Case/IH 4WD Tractor	\$325,000	8	\$150,000	\$175,000	\$21,875
EWG002	2003 Cat 120H Road Grader	\$110,000	20	\$20,000	\$90,000	\$4,500
EWTE02	John Deere Subsoiler, 915 Ripper	\$20,000	20	\$3,000	\$17,000	\$850
EWSA26	2016 West Pt. Spread-All	\$60,000	5	\$7,000	\$53,000	\$10,600
EWSD01	2016 HD Burma Vertical Distributor	\$22,000	5	\$4,000	\$18,000	\$3,600
EWTR69	1993 Witzco Challenger lowboy trailer	\$17,820	20	\$4,000	\$13,820	\$691
EWUV12	2014 Polaris Ranger Quad (w/ Soil Sampler)	\$14,300	12	\$4,000	\$10,300	\$858
EWFO26	Clark Forklift Model C30	\$30,000	20	\$12,000	\$18,000	\$900
-----	Office Lease	\$10,200	30	\$0	\$10,200	\$340
-----	Major Equipment Maintenance	\$20,000	1	\$0	\$20,000	\$20,000

Updated: 6/6/2019

Total Annual Depreciation	\$110,275
Equipment rate/applied ton**	\$2.76
King County staff rate/applied ton	\$0.40
Total Fee	\$3.16

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

**Applied ton based on 2019 total of Other Generators WT applied at the Boulder Park Project BUF (38,596.2 WT).

SPILL PREVENTION/RESPONSE PLAN

**Submitted as an attachment to the *Application for Coverage
Under the General Permit for Biosolids Management***

**Submitted by:
Boulder Park Inc.**



2020

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INTRODUCTION

This *Spill Prevention/Response Plan* is being submitted as required by the *General Permit for Biosolids Management*. Boulder Park Inc. (BPI) and its sub-contractors haul dewatered biosolids on a daily-basis throughout the year from various Washington wastewater treatment facilities to Boulder Park Project Beneficial Use Facility (BPP) and 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) **Peter Severtson, Department of Ecology at (509) 379-4737 (cell)**
(if unavailable, contact the appropriate Ecology spill response contact on page 3 for assistance)
- 4) **Your company dispatcher or company contact for emergencies**

Refer to pages 3 - 7 for additional contact information.

ROUTES TRAVELED

See Attachment 1

SPILL PREVENTION MEASURES

To 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 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*.
- A cell phone.
- Gloves and boots.
- Hazard flares.
- Reflective traffic cones.
- A 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.
- If the spill poses a risk to public or environmental health or is odorous, use hydrated lime to cover exposed biosolids.
- If the spill is large, contact the Department of Ecology’s Spill Response Team.
- If the spill is large, contact BPI dispatcher to have them contact a local excavation or pumping company to excavate or pump all biosolids and place back into the hauling truck.
- 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.

- If the spill is small, use shovel to remove all biosolids and place back into the hauling truck.
- Contact the biosolids coordinator at the Department of Ecology's Southwest Regional Office as soon as possible, but not more than 24 hours following the spill. Unless waived by Ecology, submit a written explanation of the spill within 5 days. The written explanation must include the following:
 - A description of the spill and its cause.
 - The exact date and time of the spill, and, if it has not been cleaned-up, the anticipated time when cleanup will occur.
 - Steps taken or planned to reduce, eliminate, and prevent reoccurrence of spills.
- 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.
- Contact the appropriate staff at the local health department in the county where the spill occurs.
- If a spill may have affected natural resources other than fish or wildlife, contact the appropriate Department of Natural Resources regional office.
- If a spill enters surface water (i.e. stream, river, lake), contact the appropriate Department of Fish and Wildlife regional office.

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:
 - Randy Davidson, BPI Lead (509) 668-0388 cell
 - Gary Poole, BPI Partner (509) 669-6666 cell

Department of Ecology, Spill Response Team:

- Central Regional Office: (509) 575-2490
- Eastern Regional Office: (509) 329-3400
- Northwest Regional Office: (425) 649-7000
- Southwest Regional Office: (360) 407-6300

Report a spill — call 1-800-OILS-911 (1-800-645-7911)



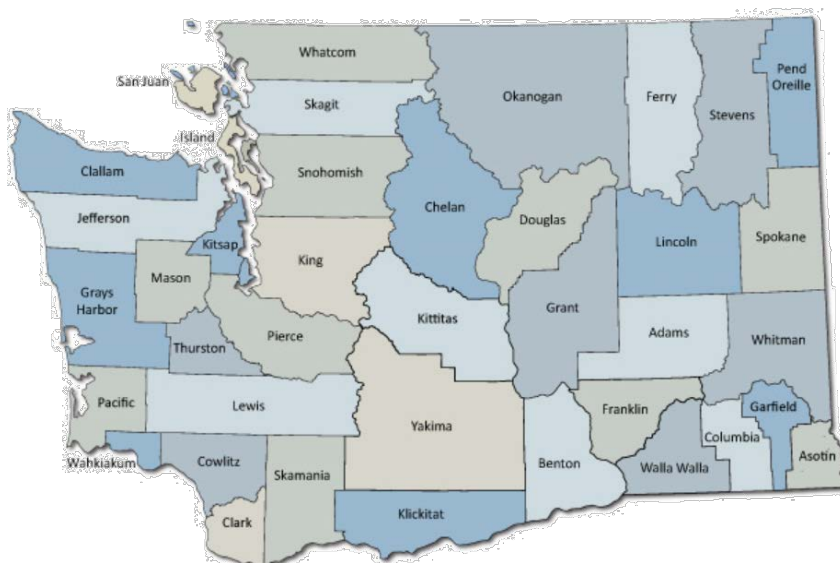
Boulder Park Project

Department of Ecology, Biosolids Coordinators:

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

Local Health Departments and Districts:

- Adams County Health Department: (509) 488-2031
- Benton-Franklin County Health Department: (509) 460 4200 Kennewick, (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.
- King County Public Health Department: (206) 296-4600 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
- Pierce County Health Department: (253) 798-6500, (800) 992-2456
- Snohomish County Health Department: (425) 339-5200 or (425) 775-3522
- Skagit County Health Department: (360) 416-1555
- Spokane County Health Department: (509) 324-1500 or (888) 535-0597
- Thurston County Health Department: (360) 867-2500



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
- Eastern Region: (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



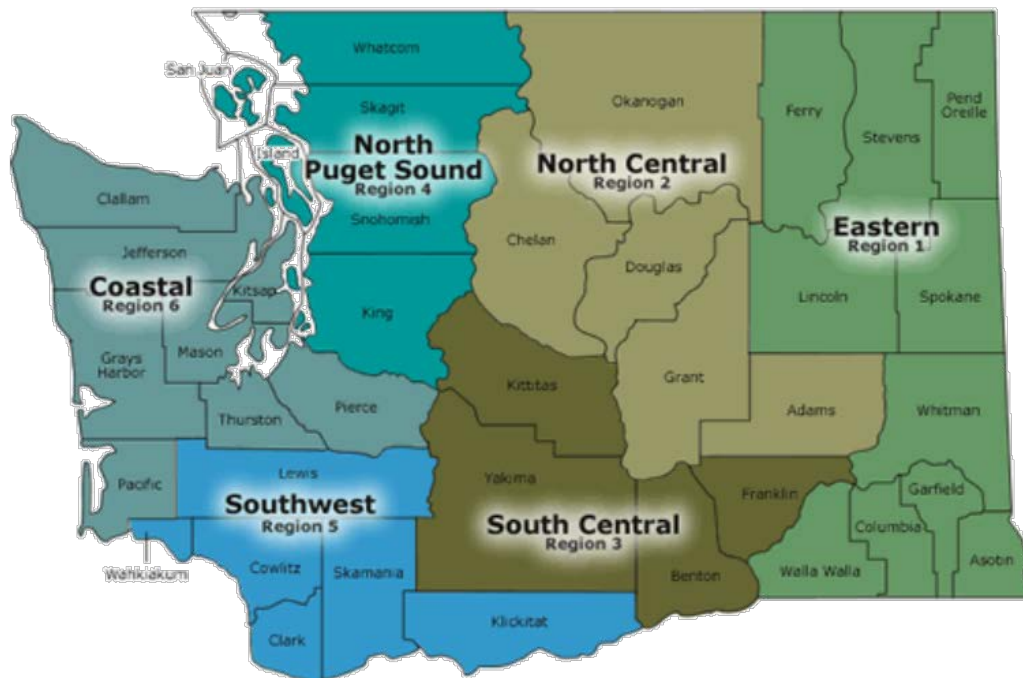
United States Forest Service Pacific Northwest Region 6:

- 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

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:

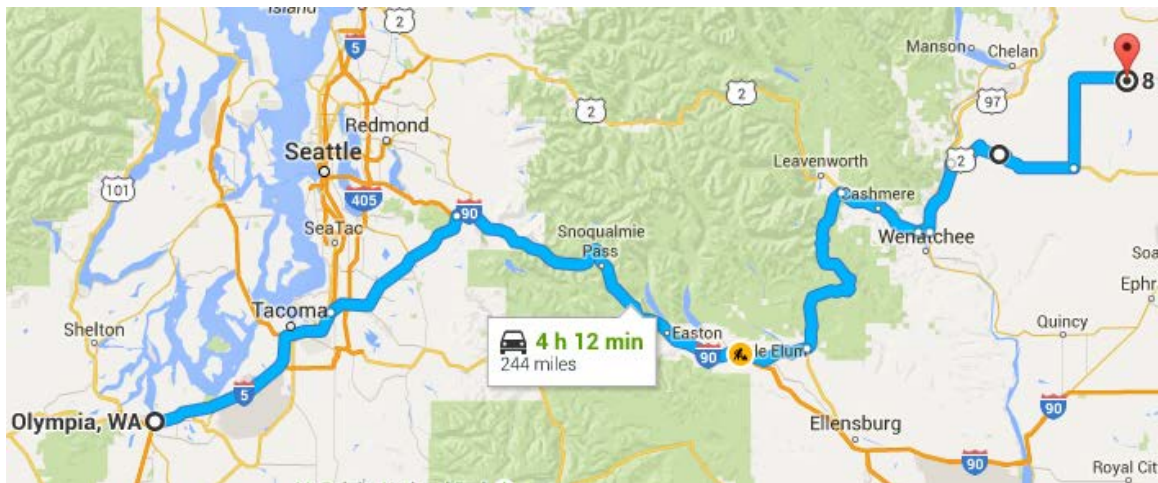
In the event of road closures for extended periods or emergencies haul trucks may utilize other public roads to get over the mountains including White Pass, Columbia Gorge, or Stevens Pass.

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:

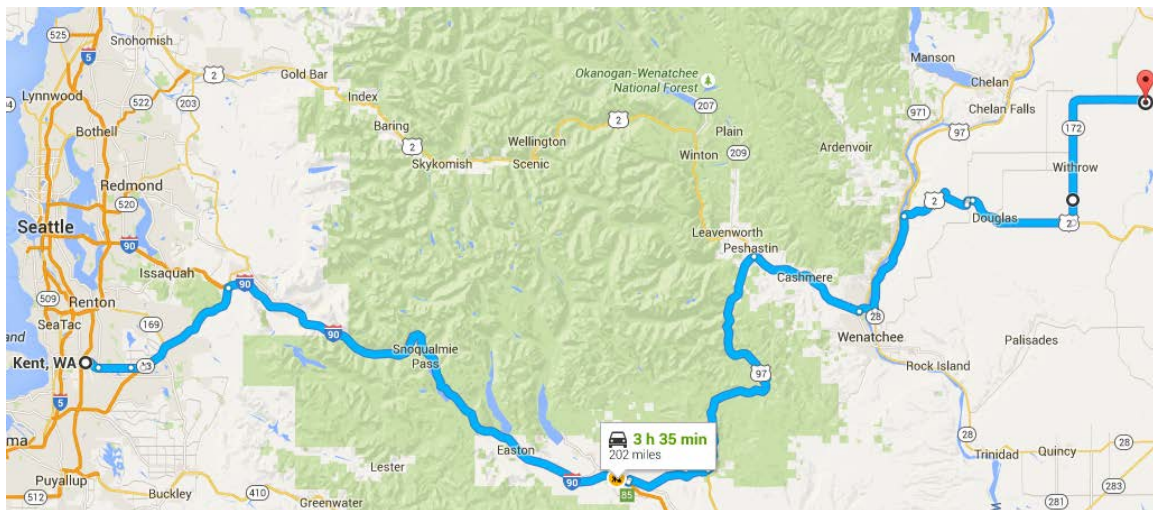
Option #1: I-5 North from Olympia to SR-18 East to I-90 East to US 970 to US-97 North to US-97/US-2 to US-2 East to SR-172 arriving in Mansfield, WA. Total distance traveled 240 miles.



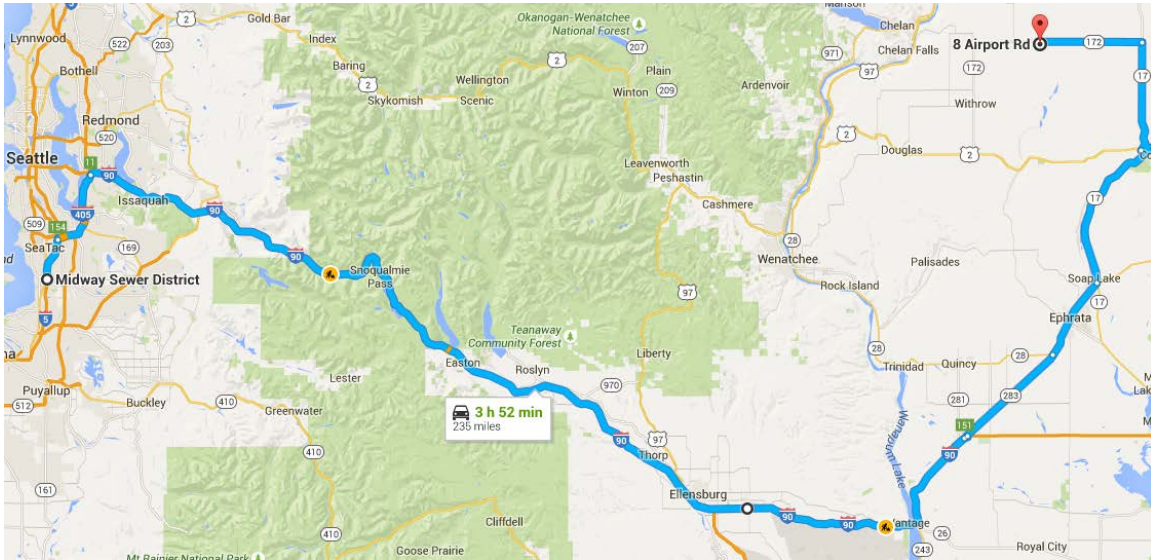
Option #2: I-5 North from Olympia to SR-18 East to I-90 East to Exit 151 then North on SR-283 to SR-28 to North on SR-17 then West on SR-172 to Mansfield, WA. Total distance traveled 268.4 miles.



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.

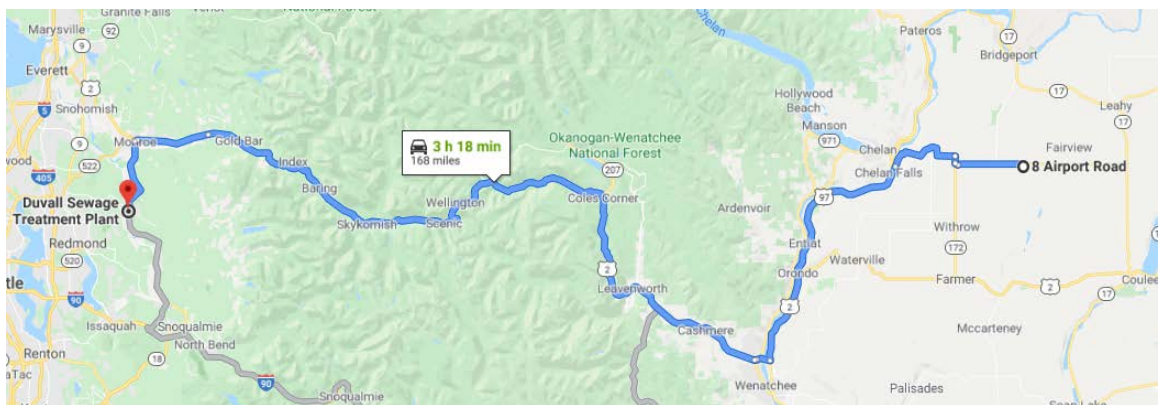


Routes from Western WA sources located north of Seattle:

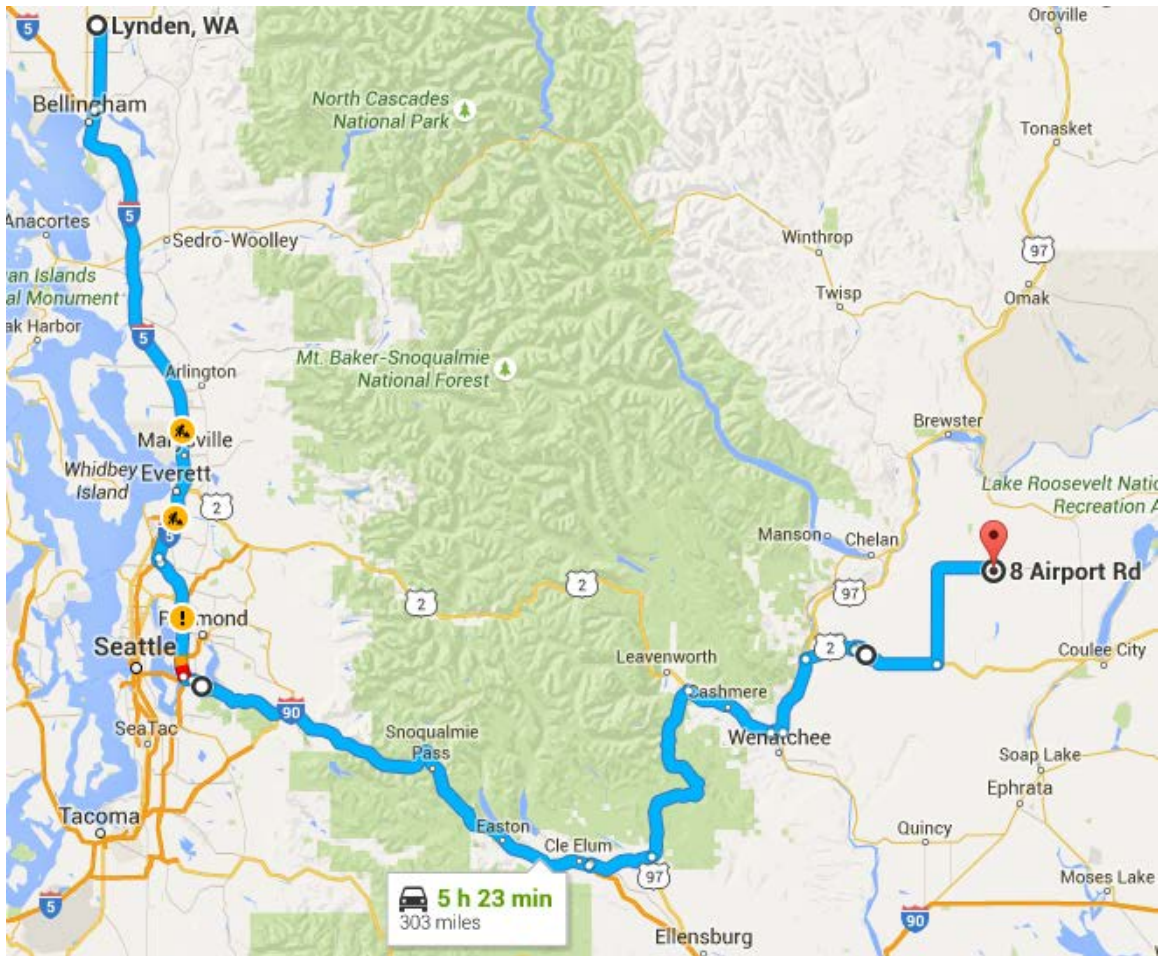
Option #1: I-5 S from Bellingham to US-2 E to US-2 E/US-97 N to US-2 E to SR-172 arriving in Mansfield, WA. Total distance traveled 248 miles.



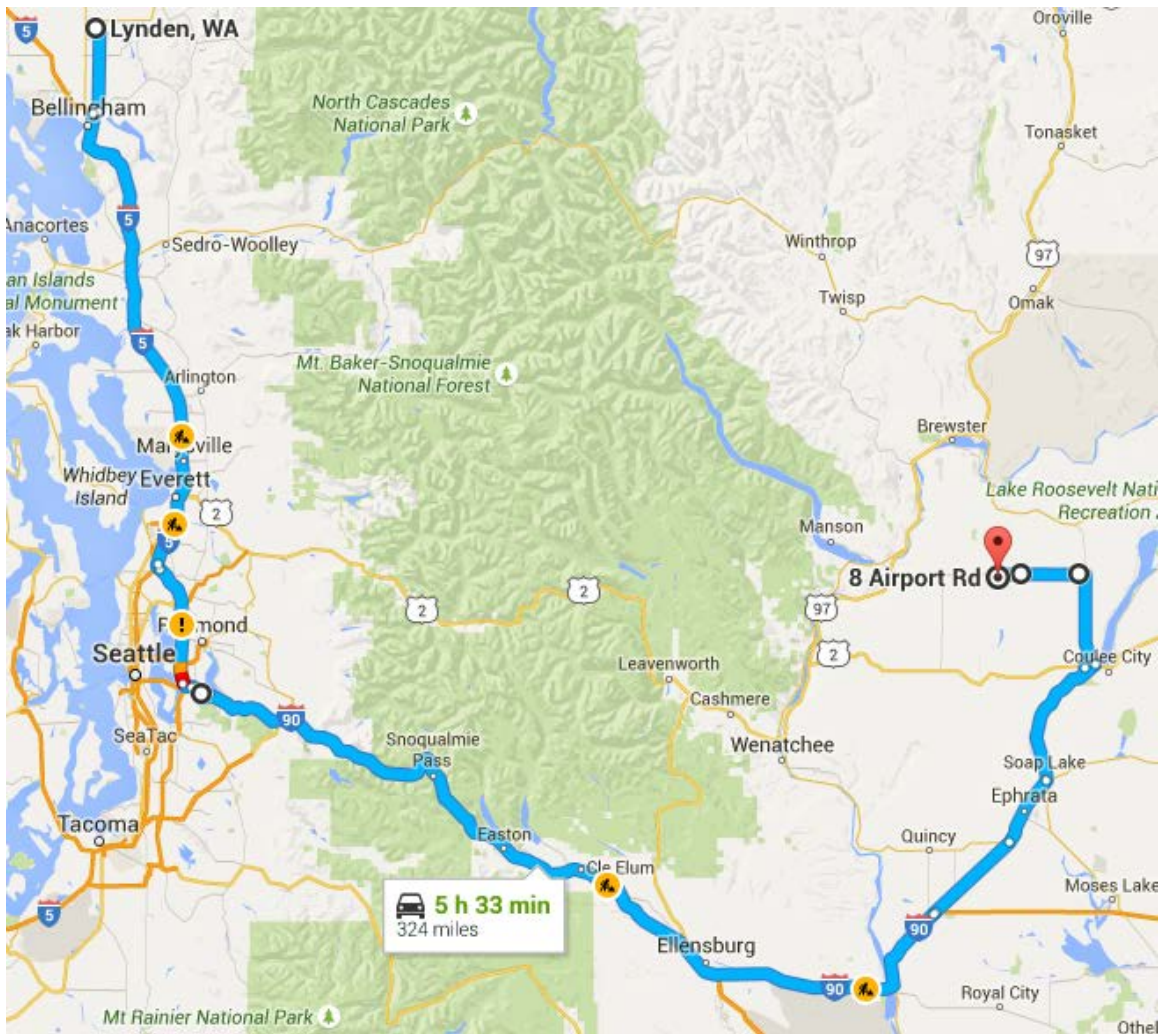
Option #2: WA-203 N to US-2/ US-2 E/US-97 N to US-2 E to SR-172 arriving in Mansfield, WA. Total distance traveled 169 miles.



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.

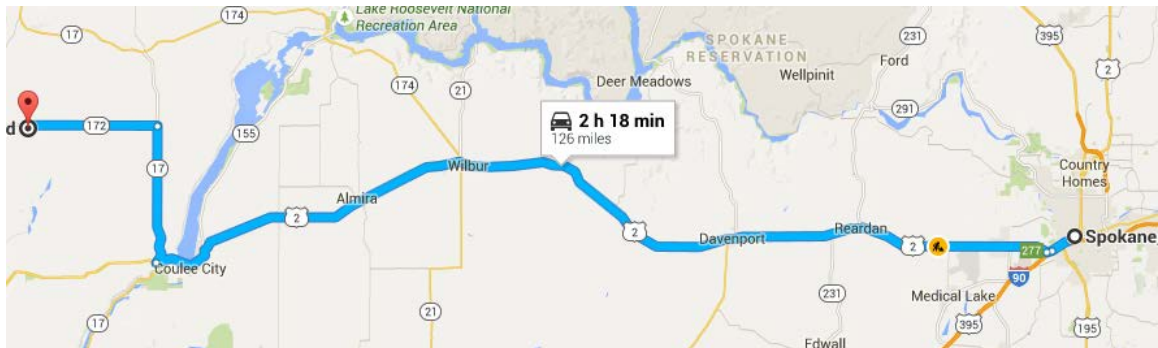


Option #4: I-5 S to I-405 S to I-90 East to Exit 151 then North on SR-283 to SR-28 to North on SR-17 then West on SR-172 to Mansfield, WA. Total distance traveled 324 miles.

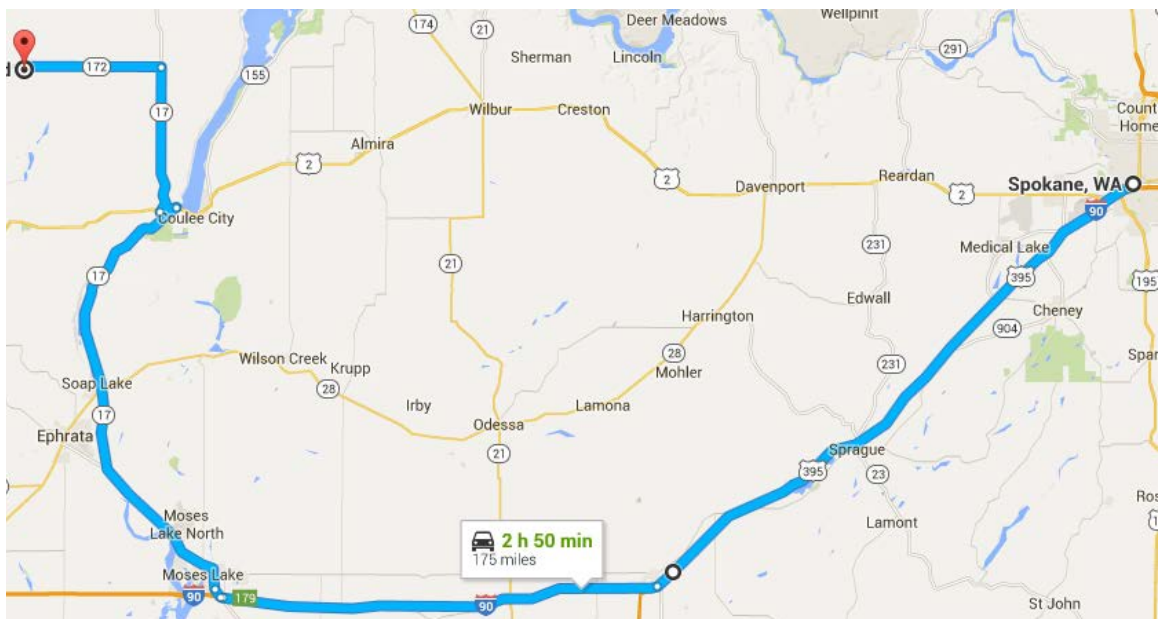


Routes from Eastern WA sources located east of Mansfield near Spokane:

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.

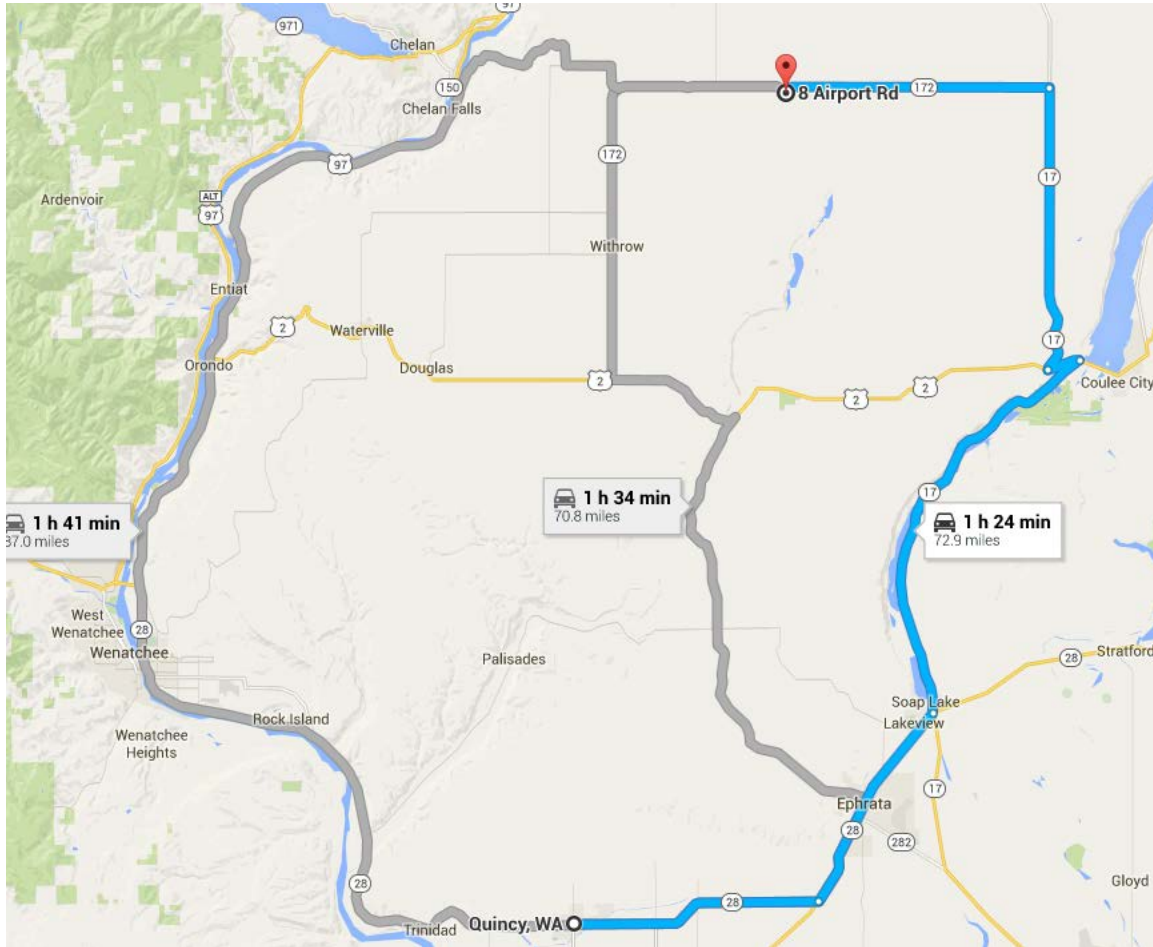


Option #2: I-90 W from Spokane to WA-17 N to SR-172 W arriving in Mansfield, WA. Total distance traveled 175 miles.

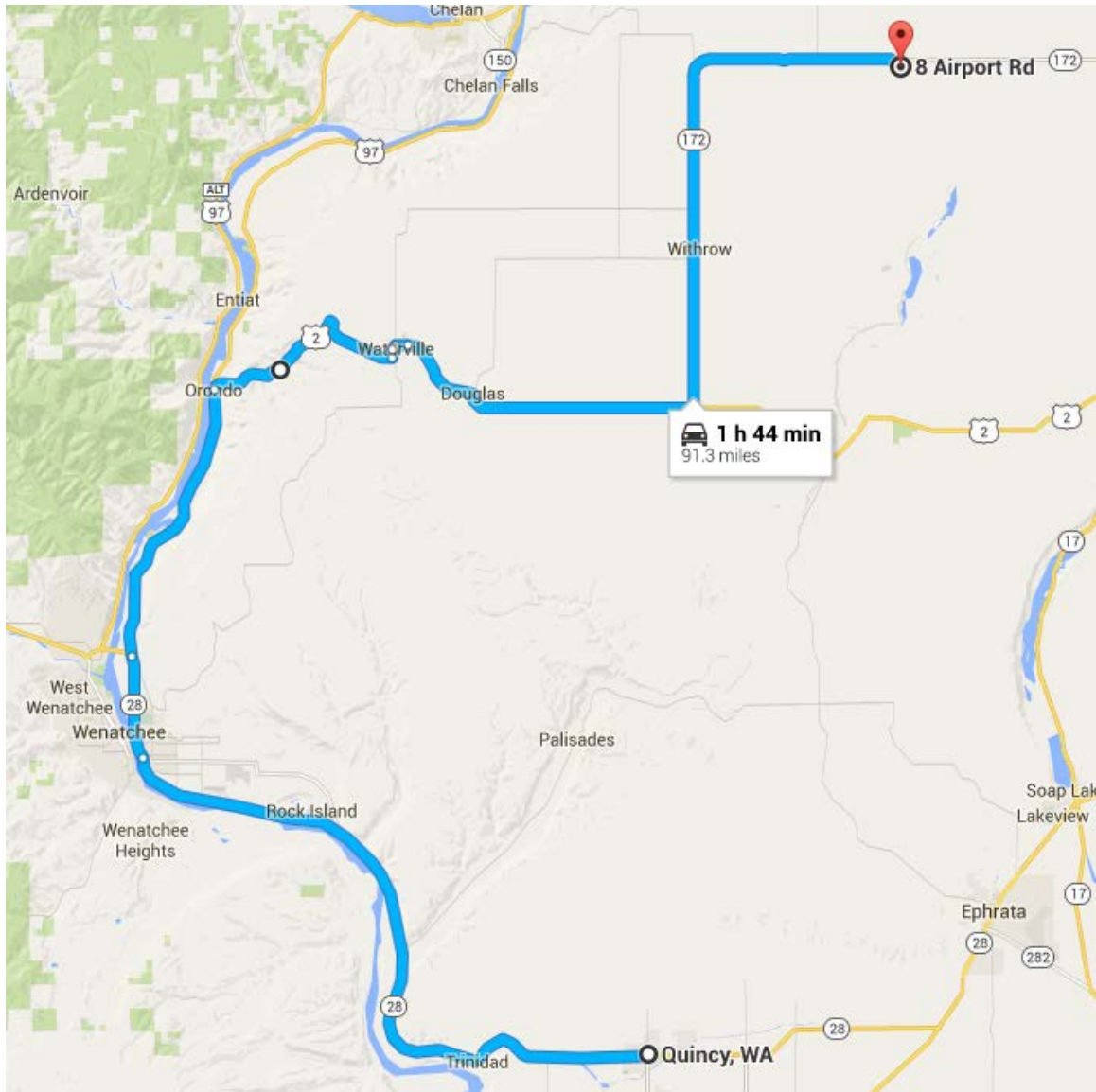


Routes from Central WA sources located south of Mansfield:

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

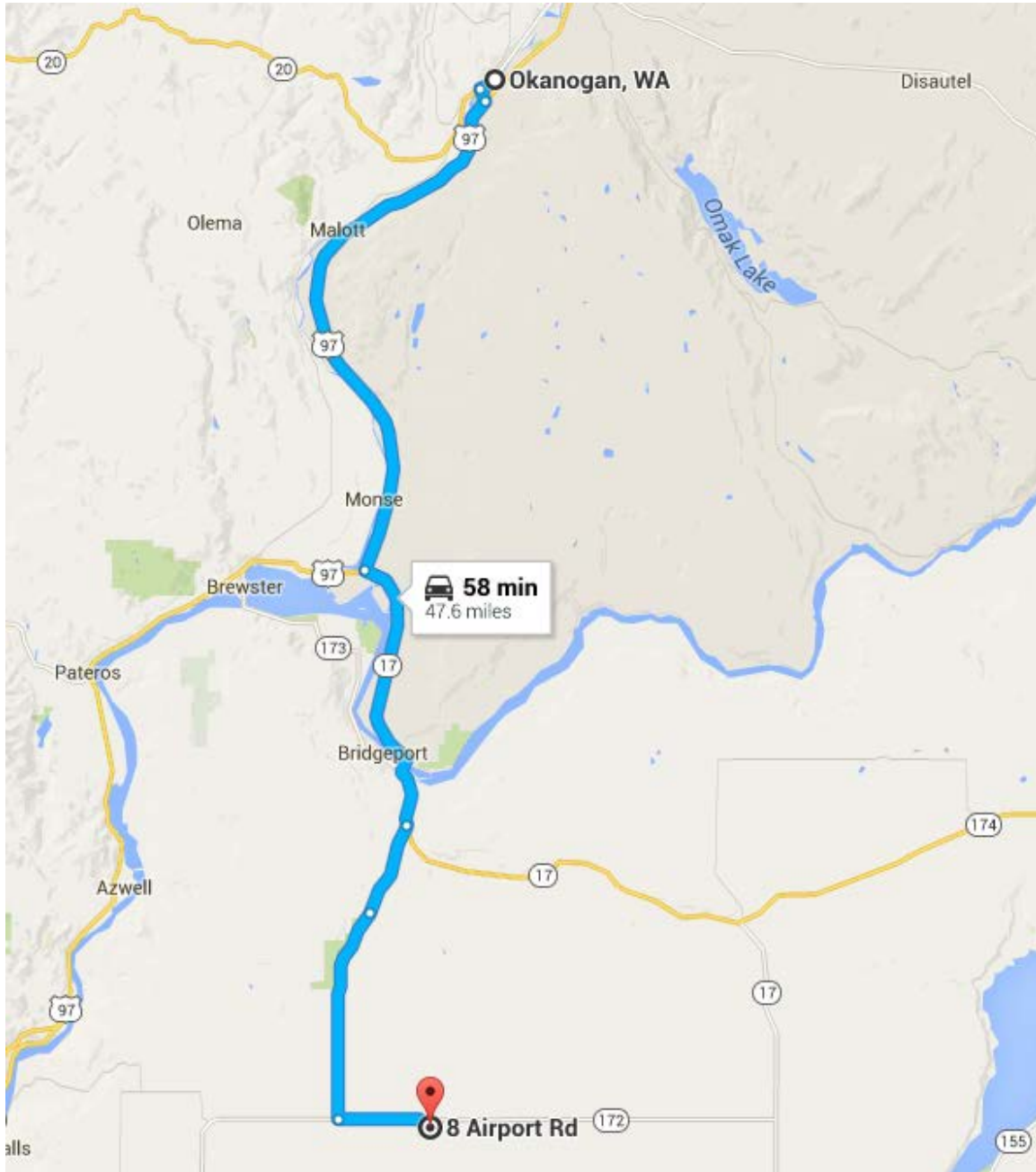


Option #2: WA-28 W from Quincy to US-2 E to SR-172 W arriving in Mansfield, WA.
Total distance traveled 91.3 miles



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: <http://www.ecy.wa.gov/programs/spills/preparedness/prc/Prc.htm>)

ATTACHMENT 2

BIOSOLIDS TREATMENT FACILITIES CONTACTS LIST

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

Facility Name	Contact Person	Phone Number	Facility Address
Bainbridge Island	Joel Goodwin	206-730-5164 cell 206-780-3583 office	1220 Donald Pl. Bainbridge Island, WA 98110
Cashmere	Randy Low	509-630-6261 cell 509-782-3513 office	101 Woodring Street Cashmere, WA. 98815
Enumclaw	Rick Sellers	360-802-5802 cell 360-825-1115 office	451 Semanski ST. S. Enumclaw, WA 98022
Ephrata	Bill Sangster	509-754-4601 office 509-754-2992 WWTP	121 Alder ST SW Ephrata, WA 98823
Grand Coulee	Gareth Abbott	509-633-2503	PO Box 180/ 306 Midway Ave. Grand Coulee, WA 99133
King Co. Brightwater	Tony Chiras	206-375-2003 cell 206-477-2664 office	22505 WA-9 Woodinville, WA 98072
King Co. Everett WWTP Storage	Tony Chiras	206-375-2003 cell 206-477-2664 office	4027 4th St. SE Everett, WA 98201
Lakehaven Lakota	Craig Hanson	253-945-1593 office 253-945-1606 WWTP	3203 SW Dash Point Rd Federal Way, WA 98023
Lakehaven Redondo	Craig Hanson	253-945-1593 253-839-7441 WWTP	515 S 288th Street Des Moines, WA 98198
Leavenworth	Antonio Muro	509-387-6621 cell 509-548-5994 WWTP	1402 Commercial Street Leavenworth, WA 98826
Liberty Lake	Dan Grogg	509-370-1453 cell 509-922-5443 office	22510 E. Mission Avenue Liberty Lake, WA 99019

LOTT	Terri Prather	360-584-5989 cell 360-528-5724 office	500 Adams St NE Olympia, WA 98501
Midway	Tim Campbell	206-824-2760 office	1200 South 216th Street Des Moines, WA 98198
Mukilteo	Gil Bridges	425-754-4151 cell 425-355-6637 mobile	7824 Mukilteo Speedway Mukilteo, WA 98275
Oak Harbor	Steve Bebee	360-279-4764	865 SE Barrington Drive Oak Harbor, WA 98277
Okanogan	Clinton Little	509-422-0000	PO Box 752 Okanogan, WA 98840
Pateros	Jord Wilson	509-923-2403 office 509-449-9670	390 Lake Shore Drive Pateros, WA 98846
Pierce County	Patrick Kongsli	253-798-3031	10311 Chambers Creek Road University Place, WA 98467
Quincy	Tim Snead (Admin) Jami Favor (P.M.)	509-787-3523 x275 314-240-2377 cell	115 1st Ave. S.W. Quincy, WA 98848
Rock Island	Noe Andrade	509-668-0343 cell 509-884-1261 office	5 N. Garden Ave./PO Box 99 Rock Island, WA 98850
Sedro Woolley	Debbie Allen	360-856-5269 360-856-1100 office	325 Metcalf Street Sedro W, 98284
Soap Lake	Rob Herron Sean Meyers	509-246-1823	PO Box 1270 Soap Lake, WA 98851
SW Suburban Miller Creek WWTP	Tim Berge	206-786-9572 cell 206-432-3518 office	1015 SW 174th Place Normandy Park, WA 98166
SW Suburban Salmon Creek WWTP	Tim Berge	206-786-9572 cell 206-432-3518 office	12550 Shorewood Dr. SW Burien, WA. 98146
Tree Top Inc	Glen Sagdal	509-449-3054 cell 509-698-1613 office	3981 Chelan Highway/PO Box 1300 Wenatchee, WA 98801-0231

ATTACHMENT 3

PRIMARY RESPONSE CONTRACTORS

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

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



King County

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

KING COUNTY CERTIFICATE OF SELF-INSURANCE - 2020

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

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

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

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

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

Sincerely,

The Office of Risk Management Services
Insurance and Contracts Group

**COUNCIL AGENDA REPORT
PUBLIC WORKS DEPARTMENT**

TO: Frank Kuntz, Mayor
City Council

FROM: Jeremy Hoover, P.E., Senior Engineer - Utilities

SUBJECT: 2020 Sewer Rehabilitation - Project No. 1909
Authorization to Award Construction Contract to Lowest Responsible Bidder

DATE: March 5, 2020

MEETING DATE: March 12, 2020

I. OVERVIEW

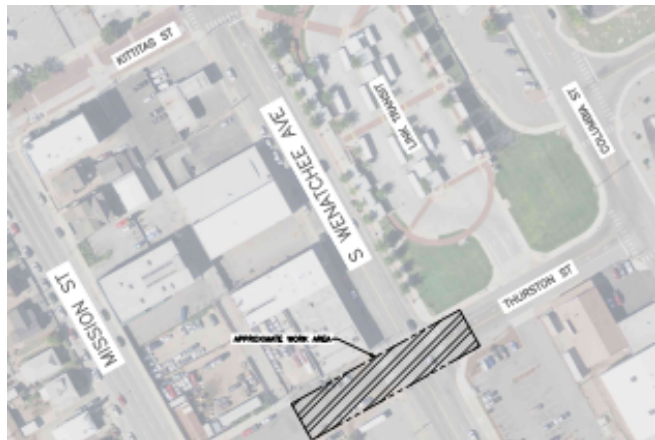
The City of Wenatchee sanitary sewer system contains of over 110 miles of pipes ranging in age from newly installed to over 110 years in age. City field crews are tasked with ongoing maintenance and condition assessments of this aging infrastructure.

During the process of updating the Sewer Comprehensive Plan, the City of Wenatchee recognized that much of its existing infrastructure has reached the end of its useful lifetime. Funding for repair and replacement of this aging pipe network was included in the rate analysis performed during the update with annual maintenance and repair allowances for \$200,000 per year.

By way of comparison to other municipalities, Wenatchee has been fortunate in that it has experienced relatively few catastrophic failures in its sewer collection system. Over the course of the last year, three problem areas were identified due to both roadway subsidence, and backups into existing institutional structures.

The City has received insurance claims as a result. One of the failure locations, at Cleveland Ave. and Washington Street (Project No SW-1910), was mitigated earlier this year via an emergency replacement of approximately 80 feet of clay sewer main. The remaining two locations – Thurston at Wenatchee Ave. and 2nd Street at Chelan Ave., will be addressed during this project.

To this end, construction plans were generated in-house, and a request for bids was advertised on February 23rd and March 1st of this year. A public bid opening, scheduled for 11:00 am March 12, was established in that advertisement and incorporated into the project documents. As of the date of this report, there are a total of five (5) plan holders and the resulting bid amounts are pending.



**COUNCIL AGENDA REPORT
PUBLIC WORKS DEPARTMENT**

II. ACTION REQUESTED

Staff recommends the City Council award the contract for construction of the 2020 Sewer Rehabilitation - Project #1909 to the lowest responsible, responsive bidder and further authorize the Mayor to sign the construction contract.

III. FISCAL IMPACT

This project was included in the 2020 Budget and will be funded through Fund 405 - Sewer.

Project Budget

Description	Amount
Design - SW-1910	6,300
Design - 1909	12,400
In House Management - SW-1910	4,000
In House Management - 1909	8,000
Construction - SW 1910	70,600
Construction - 1909 est.	285,000
Const. Engineering - SW 1910	5,000
Const. Engineering - 1909	12,000
Art Fund	3,556
Total Project Cost	406,856

IV. PROPOSED PROJECT SCHEDULE

The City anticipates providing a Notice to Proceed (NTP) by the end of April 2020. The project duration includes a total of 35 working days from the Notice to Proceed date. Completion is expected in late June to early July 2020.

V. REFERENCE(S)

2020 Capital Budget Sheet – CPN 1909

VI. ADMINISTRATIVE ROUTING

Tammy Stanger, City Clerk
 Rob Jammerman, Public Works Director
 John Ricardi, Utilities Manager
 Gary Owen, City Engineer
 Natalie Thresher, Contracts Coordinator
 Brad Posenjak, Finance Director



2020 Capital Project Budget

Date: September 6, 2019 Project Number: 1909

Project Name: 2nd Street Sewer Replacement Dept/Category: Public Works - Sewer Project

Project Description: This project consists of repairs to existing sewer pipe that is damaged and in danger of failure.

Project Lead:	Jeremy Hoover	Start Year:	2019
Assigned Department:	Engineering	End Year:	2020
Original Project Budget:	\$400,000	Total City Funding:	\$400,000
Budget Amendment:		Other Funding:	

Project Notes:

Project Expenditures by Category	Original Budget	Amended Budget	Prior Years Spent	ESTIMATES			Project Total
				2020	2021	2022+	
Design Engineering	50,000		10,000	40,000			50,000
Right of Way Acquisition							
Construction Contract	300,000			300,000			300,000
Construction Engineering	47,000			47,000			47,000
Miscellaneous							
Art Fund	3,000			3,000			3,000
Total Project Expenditures	400,000		10,000	390,000			400,000

Project Revenues by Category		Original Budget	Amended Budget	Prior Years	ESTIMATES			Project Total
					2020	2021	2022+	
Fund:	405 - Sewer Utility	400,000		10,000	390,000			400,000
Fund:								
Fund:								
Fund:								
Fund:								
GRANTS:								
TIB								
Total Project Revenues		400,000		10,000	390,000			400,000

Approved by City Council: _____ Date _____

TO: Frank Kuntz, Mayor
City Council

FROM: Steve King, Economic Development Director

SUBJECT: Agreement to address park drainage at 25 N. Worthen

DATE: March 5, 2020

MEETING DATE: March 12, 2020

I. OVERVIEW

The City of Wenatchee (City) began the process of preparing the former public works site at 25 N. Worthen Street as surplus to be sold after the City vacated the site in 2009. Utilizing a Department of Ecology Integrated Planning grant, the city characterized the extent of environmental contamination, developed a redevelopment plan for a hotel or related land use, and established a cleanup procedure and plan to allow sale of the property.

In 2017, the City issued a contract for capping the site and secured a No Further Action determination later that year. As part of constructing the cap, a drainage problem resulted in the park. At that time, the City was working through the sale of the property to WenDBR for construction of a hotel and the City agreed to reconcile the problem during the construction.



Upon completion of the hotel, the PUD requested that the City fix the drainage problem which causes a concentration of water along the waterfront and also impedes the ability of the hotel to construct a trail connecting to the loop trail. The City and WenDBR have agreed upon a settlement agreement stating that WenDBR will perform and the City will pay for the cost of fixing the drainage problem for \$34,301.44 which will include installation of drain piping and regrading of the park. The City is benefiting from the concurrent work on the hotel's connecting trail as this will reduce cost for the City's project and allow the hotel to move forward with the pedestrian amenities. Staff has reviewed the attached plans and cost estimate and recommend the Council authorize the execution of a settlement agreement.

II. ACTION REQUESTED

Staff recommends the City Council authorize the Mayor to sign a settlement agreement with WenDBR, LLC. in the amount of \$34,301.44 to satisfy obligations associated with drainage impoundment adjacent to 25 North Worthen Street in the Chelan County PUD Park.

III. FISCAL IMPACT Submitted to the Finance Committee Yes No

Wenatchee Waterfront Local Revitalization Funding will be used to pay for the settlement agreement scope. The same funding was used for the initial site cleanup. There will be no General Fund impact.

IV. PROPOSED PROJECT SCHEDULE

N/A

V. REFERENCE(S)

1. Drainage Plans and Estimate

VI. ADMINISTRATIVE ROUTING

Tammy Stanger, City Clerk
Laura Merrill, Executive Services Director
Brad Posenjak, Finance Director

SETTLEMENT AND RELEASE AGREEMENT RE: PARK DRAINAGE

Settlement and Release Agreement related to a park drainage problem between WenDBR, LLC and the City of Wenatchee. The parties may be referred to individually as a “Party” or collectively as the “Parties.”

I. RECITALS

- 1.1 WenDBR, LLC. WenDBR, LLC, a Washington limited liability company (“WenDBR”), is the Purchaser under that certain Real Estate Purchase and Sale Agreement dated November 5, 2015, including addenda thereto (collectively the “Agreement”) covering the purchase and sale of the property located at 25 N. Worthen, Wenatchee, Washington (the “Property”).
- 1.2 Wenatchee. The City of Wenatchee, a municipal corporation of the state of Washington (“City”), is the Seller under the Agreement.
- 1.3 Drainage. The City expanded the park and sloped the surface toward the Property prior to WenDBR purchasing the property. The City also capped a portion of the Property to meet environmental compliance prior to WenDBR purchasing the property. After completion of the hotel construction, a drainage problem in the park impacting the hotel became apparent. The Chelan County PUD has requested correction of the drainage problem. The Chelan County PUD has also requested that WenDBR fix some landscaping issues and construct a path to connect the Property to the Loop Trail. The City and WenDBR agree that resolving the drainage problem is most efficient in concert with correcting landscaping interface between the Property and the park and WenDBR’s installation of a path in the park connecting the Property to the Apple Capital Loop Trail. Additionally, the drainage problem currently is a barrier to WenDBR completing its’ work.
- 1.4 Costs. WenDBR received a cost estimate of Thirty-four Thousand Three Hundred One Dollars and Forty-four Cents (\$34,301.44) for the resolution of the drainage issue affecting the property as shown on the estimate attached hereto as Exhibit A.

II. AGREEMENT

- 2.1 Recitals. The foregoing recitals are incorporated herein as if fully set forth.
- 2.2 Payment. In consideration of full satisfaction of the Agreement, and the remedy of a drainage problem in the park affecting the Property as described above, the City shall pay WenDBR the sum of Thirty-four Thousand Three Hundred One Dollars and Forty-four Cents (\$34,301.44) within twenty (20) days of mutual acceptance of this Agreement or completion of the work, whichever comes later.

- 2.3 Release. WenDBR hereby releases the City, its officers, employees, and agents, from any and all causes of action and claims for damages or costs, on account of, or in any way growing out of the drainage issue that affects the Property.

This Release applies to each Party, and all of their/its past, present and future officers, directors, agents and employees and their respective predecessors, successors, and assigns.

III. MISCELLANEOUS

- 4.1 Any amendments to this Agreement shall be reduced to writing and signed by all Parties.
- 4.2 This Agreement shall be binding upon and inure to the successors and assigns of each of the Parties hereto.
- 4.3 In the event of a dispute over the interpretation or enforcement of the terms of this Agreement, the Parties agree that the venue for any court action shall be Chelan County Superior Court. The Parties further agree to bear their own attorney's fees and costs incurred therein.
- 4.4 Each Party has had a full and adequate opportunity to consult with legal counsel of its choosing to review and provide input on the terms of this Agreement. No party shall be deemed the drafter of this Agreement for purposes of interpretation.
- 4.5 The effective date of this Agreement shall be the last signature date of the Parties below.

WenDBR, LLC

By _____
BILL LAWSON, Managing Member

Date: _____

CITY OF WENATCHEE

By _____
FRANK KUNTZ, Mayor

Date: _____

A & A CONSTRUCTION & DEVELOPMENT, INC.

108 N. Washington Street, Suite 603, Spokane, WA 99201

Phone (509) 624-1170 Fax (509) 624-1255

March 4, 2020

City of Wenatchee
Attn: Steve King
301 Yakima Street, Suite 301
Wenatchee, WA 98801

RE: Hilton Garden Inn – Wenatchee Riverfront Park Pathway

We propose to construct an asphalt pathway from the Hilton Garden Inn property line to the existing asphalt park path as shown on the Construction Drawings dated December 10, 2019. Our scope of work includes the following:

Mobilization
Remove existing sod
Grade site to new contours, import top soil as needed
Connect to existing catch basins
Install (3) CBs and 3" EZ drain pipe
Install rock and prep for asphalt path
Install asphalt path
Irrigation repair
Furnish and install sod to disturbed areas
Project management
Travel / per diem
Inspections
Insurance
Architectural & Landscape Design
Civil Engineering

Total Bid

\$34,301.44

Pathway Connecting the Hilton Garden Inn to the Wenatchee Riverfront Park

WenDBR, LLC

City of Wenatchee

	WenDBR, LLC	City of Wenatchee
Division 3: Concrete		
Mobilization	\$ 1,000.00	\$ -
Remove existing sod, prep and pour concrete path (hotel property)	\$ 1,280.00	\$ -
Form and pour concrete steps at property line	\$ 3,000.00	\$ -
Division 31: Earthwork		
Mobilization	\$ 600.00	\$ 1,400.00
Remove existing sod (park property)	\$ -	\$ 1,000.00
Final grade site to new contours	\$ -	\$ 4,000.00
Catch Basins & EZ Drain Pipe	\$ -	\$ 5,750.00
Prep for asphalt path	\$ 1,000.00	
Install asphalt path	\$ 2,000.00	
Division 32: Landscaping & Irrigation	\$ 9,760.00	\$ 5,800.00
Irrigation Repair		
Sod around areas disturbed around path on Park property		
Sod around areas disturbed around path on hotel property		
OH&P, 35%	\$ 6,524.00	\$ 6,282.50
Subtotal	\$ 25,164.00	\$ 24,232.50
Sales Tax, 8.9%	\$ 2,239.60	\$ 2,156.69
Project Management	\$ 1,700.00	\$ 1,700.00
Travel / Per Diem	\$ 300.00	\$ 300.00
Inspections	\$ 750.00	\$ 750.00
Insurance	\$ 932.00	\$ 897.50
Architectural & Landscape Design	\$ 2,164.75	\$ 2,164.75
Civil Engineering	\$ 2,100.00	\$ 2,100.00
Permit	\$ -	\$ -
Total	\$ 35,350.35	\$ 34,301.44