



Gregory L. Geist  
Director

December 16, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Goods and Services Contract between Water Environment Services and Tribeca Transport LLC for Long-Haul Biosolids Transport and Application. Fiscal Impact is \$2,000,000 through WES Operational Funds. No General Fund dollars are involved.

<b>Purpose/Outcome</b>	Approval of Goods and Services Contract #4384 between Water Environment Services and Tribeca Transport LLC for Long-Haul Biosolids Transport and Application.
<b>Dollar Amount and Fiscal Impact</b>	Up to \$400,000 per year for a maximum possible consideration of \$2,000,000.
<b>Funding Source</b>	WES Operating Funds. No general fund dollars.
<b>Duration</b>	The Agreement ends June 30, 2026.
<b>Previous Board Action/Review</b>	This item was discussed at a Policy Session on October 26, 2021. It was presented at Issues on December 14, 2021.
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. This project supports the WES Strategic Plan to provide Enterprise Resiliency, and Performance and Operational Optimization by reducing cost to ratepayers of properly disposing biosolids.</li> <li>2. This project supports the County Strategic Plan to build public trust through good government by realizing cost savings.</li> </ol>
<b>Counsel Review</b>	Review Date: December 7, 2021 Counsel: Amanda Keller
<b>Procurement Review</b>	Was this project processed through Procurement? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> RFP 2021-63.
<b>Contact Person</b>	Chris Storey, WES Assistant Director, 503-742-4543
<b>Contract No.</b>	4384

**BACKGROUND:**

Background. WES spends ~\$2.3 million per year in its Resource Recovery program, which is focused primarily with the beneficial reuse of biosolids, which are created as part of the wastewater treatment process. Biosolids are processed to the consistency of wet soil, loaded on trucks and spread on agricultural fields in Central Oregon as a soil amendment and natural fertilizer. The primary cost driver for Resource Recovery is the cost associated with hauling (trucking) and land application of the biosolids.

Due to Oregon Department of Environmental Quality regulations, WES has found that the best available option is to haul the biosolids outside of the Willamette Valley. Currently, biosolids are taken to Sherman County, Oregon for application on large farm fields that grow hay or other indirect crops. This 262-mile round trip is made multiple times a week by two temporary employees in WES-owned trucks and spread across fields by a WES-owned tractor and spreader. In situations where land application cannot be accomplished, our drivers are diverted to local municipal landfills that will accept biosolids such as the Wasco County landfill in The Dalles. WES is currently disposing of just over 11,200 wet tons of biosolids per year.

WES' peer agencies of similar size and location such as the City of Portland, Clean Water Services in Washington County, the City of Salem and Oak Lodge Water District already contract out the hauling and land application work of their organization. The successful bidder for WES' work already provides services for some of these peer agencies, realizing an economy of scale and effectiveness that WES cannot individually match.

WES engaged a third party consultant, Donovan Enterprises, Inc., to analyze our planned Resource Recovery program activities and compare it to potentially outsourcing the long-haul biosolids application elements (but not the entire program), which includes hauling from Tri-City to Sherman County and application on fields there. The analysis met all requirements set forth in applicable law as was codified in the "Cake Biosolids Hauling and Disposal Costing Alternatives Analysis" finalized in February 2021. Hauling from the Kellogg Creek Resource Recovery Facility will remain a WES-operated element of the program under current conditions.

The final Analysis as updated for the RFP bids received indicated that WES would save over **\$1.4 million** in the next 5 years in net present value dollars by contracting out the long-haul and application work, with the amount of savings growing thereafter for continued benefit. This savings reflects primarily the reduction in the total cost per ton in transport. In addition to the \$1.4 million in per-ton transport savings, by contracting out the work WES avoids the need to replacing equipment necessary to transport and apply biosolids. WES' 5-year Capital Improvement Plan has budgeted **\$1.7 million** in equipment replacement, and assumes at least **\$2 million** more in years 6-10, especially with implementation of new engine requirements by the State of Oregon. WES will not have to expend these millions if the work is contracted out.

The Analysis also looked at but did not include in the savings calculation the salvage value of selling off existing equipment that is no longer needed. Market rates in 2019-20 suggest that unneeded equipment in the existing fleet could be sold for **~\$560,000** in additional benefit to WES. Depreciation may have lowered, and shortages of production and availability may have increased, the actual realization value of disposing of the equipment.

The savings referenced above does not reflect a reduction in risk by WES not being responsible for the transportation and application of the biosolids. WES and the County self-insure for this risk. The future savings by transferring this risk is unknown but likely substantial and is an additional factor in the recommendation.

This finding of a total of **~\$3.5 million** over the next 5 years in avoided costs and expenditures, the salvage value of equipment, plus the unknown but likely material transfer of risk and the potential exposure under the County's self-insurance program, is compelling and why WES is bringing this item forward for final approval.

**RECOMMENDATION:**

WES staff recommends the Board, acting as the governing body of Water Environment Services, approve the Goods and Services Contract #4384 between Water Environment Services and Tribeca Transport LLC for Long-Haul Biosolids Transport and Application.

Respectfully submitted,

Chris Storey  
Assistant Director, WES

Attachments: Goods and Services Contract #4384 between Water Environment Services and Tribeca Transport LLC for Long-Haul Biosolids Transport and Application



**RECORDING MEMO**

New Agreement/Contract

Amendment/Change/Extension

Other: \_\_\_\_\_

Originating County Department: \_\_\_\_\_

Purchasing for: \_\_\_\_\_

Other party to contract/agreement: \_\_\_\_\_

Title from Business Meeting Agenda:

After recording please return to:

Clerk to the Board please complete below this line after Board approval \_\_\_\_\_

Board Agenda Date: \_\_\_\_\_

Agenda Item Number: \_\_\_\_\_



**GOODS AND SERVICES CONTRACT**  
**Contract #4384**

This Goods and Services Contract (this "Contract") is entered into between Tribeca Transport LLC ("Contractor"), and Water Environment Services, a political subdivision of the State of Oregon ("District"), for the purposes of providing biosolids hauling and land application.

**I. TERM**

This Contract shall become effective upon signature of both parties and shall remain in effect until **June 30, 2026**. The Contract may be renewed by the parties for an additional two (2) year term upon a signed writing by the parties extending the term. This Contract and any amendments to this Contract will not be effective until approved in writing by an authorized representative of the Board of County Commissioners of Clackamas County acting as the Governing Body for the District. This Contract supersedes and cancels any prior contracts between the parties hereto for similar services.

**II. SCOPE OF WORK**

This Contract covers the Scope of Work described in Exhibit A, attached hereto and incorporated herein, pursuant to RFP 2021-63 Hauling and Land Applying Dewatered Biosolids published August 4, 2021. This Contract consists of the following documents, which are listed in descending order of precedence, this Contract, Exhibit "A", and the Contractor's Proposal and fee schedule attached and hereby incorporated by reference as Exhibit "B." Work shall be performed in accordance with a schedule approved by the District. The Contractor shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services. The District Representative for this contract is: Terrance Romain.

**III. COMPENSATION**

1. **PAYMENT.** The District agrees to compensate the Contractor on a time and material basis as detailed in the fee schedule included in Exhibit B. With an estimated annual compensation amount of **\$400,000.00**, the total maximum Contract compensation shall not exceed **Two Million Dollars (\$2,000,000.00)**.
2. **TRAVEL EXPENSE REIMBURSEMENT.** Authorized:  Yes  No  
If travel expense reimbursement is authorized in this Contract, such expenses shall only be reimbursed at the rates in the Clackamas County Contractor Travel Reimbursement Policy, hereby incorporated by reference, in effect at the time of the expense is incurred.
3. **INVOICES.** Invoices submitted for payment in connection with this Contract shall be properly documented and shall indicate pertinent District contract and/or purchase order numbers. All charges shall be billed monthly (unless a different payment period is outlined in Exhibit A) and will be paid net thirty (30) days from receipt of invoice and shall be subject to Oregon Revised Statute ("ORS") 293.462. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Invoices shall be submitted to the District's Representative at: [wes-payables@clackamas.us](mailto:wes-payables@clackamas.us).

**IV. CONTRACT PROVISIONS**

1. **ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence

and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. District and its duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

**2. AVAILABILITY OF FUNDS.** District certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current annual appropriation or expenditure limitation, provided, however, that continuation of this Contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the District's reasonable administrative discretion, to continue to make payments under this Contract.

**3. CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.

**4. COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the work provided in this Contract; pay all contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the District on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate District official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.

**5. EXECUTION AND COUNTERPARTS.** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

**6. GOVERNING LAW.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between District and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

**7. HAZARD COMMUNICATION.** Contractor shall notify District prior to using products containing hazardous chemicals to which District employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon District's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this

provision.

**8. RESPONSIBILITY FOR DAMAGES; INDEMNITY.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the District and Clackamas County, and their officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents. The Contractor's indemnification obligations above shall include any and all actions, claims, fines, costs or damages incurred by District as a result of a violation of the District's National Pollutant Discharge Elimination Permit ("NPDES Permit") issued by the Oregon Department of Environmental Quality, where such violations are the result of the Contractor's negligence. The District may withhold from any payments owed to the Contractor the amount of such fines.

However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of District or Clackamas County ("County"), nor purport to act as legal representative of District or County, without first receiving from the Clackamas County Counsel's Office authority to act as legal counsel for District or County, nor shall Contractor settle any claim on behalf of District or County without the approval of the Clackamas County Counsel's Office. District or County may, at its election and expense, assume their own defense and settlement.

**9. INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the District reserve the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, District cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the work. Contractor is not to be considered an agent or employee of District for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to the District employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement; and (C) If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor shall qualify and remain qualified for the term of this Contract as an insured employer under Oregon Revised Statutes ("ORS") Chapter 656.

**10. INSURANCE.** Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon. Contractor shall provide insurance as indicated below:

**A. COMMERCIAL GENERAL LIABILITY**

The Contractor agrees to furnish the District evidence of commercial general liability insurance with a combined single limit of not less than \$1,000,000 for each claim, incident, or occurrence, with an aggregate limit of \$2,000,000 for bodily injury and property damage for the protection of the District and Clackamas County, and their officers, elected officials, agents, and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Contract. The general aggregate shall apply separately to this project / location. The District, at its option, may require a complete copy of the above policy.

**B. AUTOMOBILE LIABILITY**

The Contractor agrees to furnish the District evidence of business automobile liability insurance with a combined single limit of not less than \$1,000,000 for bodily injury and property damage for the protection of the District and Clackamas County, and their officers, elected officials, agents, and employees against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this Contract. The District, at its option, may require a complete copy of the above policy.

**C. POLLUTION LIABILITY**

The Contractor agrees to furnish the District evidence of pollution liability insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 per occurrence.

**D.** Contractor shall provide District a certificate of insurance naming the District and Clackamas County, and their officers, elected officials, agents, and employee's additional insureds. If Contractor's insurance policy does not include a blanket endorsement for additional insured status when/where required by written contract (as required in this Contract), the insurance, shall include the District and Clackamas County and their agents, officers, and employees as expressly scheduled additional insured. Use CG 20 10 or its equivalent. Such insurance shall provide sixty (60) days written notice to the District in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the District under this insurance. This policy(s) shall be primary insurance with respect to the District. Any insurance or self-insurance maintained by the District shall be excess and shall not contribute to it.

**E.** If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor agrees to qualify and remain qualified for the term of this Contract as an insured employer under ORS 656. The Contractor shall maintain employer's liability insurance with limits of \$100,000 for each accident, \$100,000 per disease for each employee, and \$500,000 each minimum policy limit.

**F.** If any other required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of thirty-six (36) months or the maximum time period the Contractor's insurer will provide "tail" coverage as subscribed, whichever is greater, or continuous "claims made" liability coverage for thirty-six (36) months following the contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Contract.

**G.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice by the Contractor to the District. This policy(s) shall be primary insurance with respect to the District. Any insurance or self-insurance maintained by the District shall be excess and shall not contribute to it.

**H.** Contractor shall require that all of its subcontractors of any tier provide insurance coverage (including additional insured provisions) and limits identical to the insurance required of the Contractor under this Contract, unless this requirement is expressly modified or waived by the District.

**11. LIMITATION OF LIABILITIES.** Except for liability arising under or related to Section 14 or 21(B), neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

**12. NOTICES.** Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or District at the address or number set



forth on the signature page of this Contract, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any such communication or notice delivered by facsimile shall be deemed to be given when receipt of transmission is generated by the transmitting machine. To be effective against District, such facsimile transmission must be confirmed by telephone notice to District's supervising representative. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

**13. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of District. District and Contractor intend that such Work Product be deemed "work made for hire" of which District shall be deemed the author. If for any reason the Work Product is not deemed "work for hire," Contractor hereby irrevocably assigns to District all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as District may reasonably request in order to fully vest such rights in the District. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

**14. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to District that (1) Contractor has the power and authority to enter into and perform this Contract; (2) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (3) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; (4) Contractor, and its employees and agents, shall at all times during the term of this Contract, be qualified and professionally competent, and will maintain all required certifications and licenses in good standing as required by applicable law to perform the Work; and (5) Contractor will perform the Work in compliance with the District's NPDES permit requirements at all times throughout the duration of the Contract. Failure of the Contractor to promptly correct deficiencies in Work pursuant to this warranty shall be deemed a material breach of this Contract. The Contractor shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in information furnished by the District. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

**15. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Sections of Section IV: 1, 6, 8, 11, 13, 14, 15, 21, and all other terms and conditions which by their context are intended to survive termination of this Contract.

**16. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

**17. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the work required by this Contract, or assign or transfer any of its interest in this Contract, by operation of law or otherwise, without obtaining prior written approval from the District. In addition to any provisions the District may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this section and Sections 1, 8, 13, 15, and 27 as if the subcontractor were the Contractor. District's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract. District may assign all or part of this Contract at any time without further permission required to the Contractor. District may assign all or part of this Contract at any time without further permission required to the Contractor.

**18. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

**19. TAX COMPLIANCE CERTIFICATION.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle District to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.

**20. SUSPENSION; TERMINATION.** The District may immediately suspend the Work under this Agreement if the Contractor fails to comply with the requirements of the Contract or are otherwise determined by the District, in its sole discretion, not to be performing the Work in a suitable manner. The District will provide prompt written notice to the Contractor of any suspension in Work. The District will not be liable for profits lost due to suspension of Work. This Contract may be terminated for the following reasons: (A) This Contract may be terminated at any time by mutual consent of the parties, or by the District for convenience upon thirty (30) days' written notice to the Contractor; (B) District may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the District, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the work under this Contract is prohibited or the District are prohibited from paying for such work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; (C) This Contract may also be immediately terminated by the District for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from the District, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the District (or from applicable federal, state, or other sources) to permit the District in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, District may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

**21. REMEDIES.** (A) In the event of termination pursuant to Section 20(A), (B)(i), or (D), Contractor's sole remedy shall be payment for the Work completed and accepted by the District, less previous amounts paid and any claim(s) which the District has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under Section 21(A), Contractor shall pay any excess to District on demand. (B) In the event of termination pursuant to Sections 20(B)(ii) or 20(C), the District shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under Sections 20(B)(ii) or 20(C), the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to Section 20(A). (C) Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless District expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to District all documents, information, works-in-progress and other property that are or would be deliverables had the Contract work been completed. Upon District's request, Contractor shall surrender to anyone District designates, all documents, research or objects or other tangible things needed to complete the work.

**22. NO ATTORNEY FEES.** In the event any arbitration, action or proceeding, including any bankruptcy

proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.

**23. NO THIRD PARTY BENEFICIARIES.** District and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

**24. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence under this Contract.

**25. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.

**26. FORCE MAJEURE.** Neither District nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, District's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

**27. WAIVER.** The failure of District to enforce any provision of this Contract shall not constitute a waiver by District of that or any other provision.

**28. COMPLIANCE.** Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract: (A) Contractor shall: (i) Make payments promptly, as due, to all persons supplying to the Contractor labor or materials for the prosecution of the work provided for in this Contract; (ii) Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of this Contract; (iii) Not permit any lien or claim to be filed or prosecuted against the District on account of any labor or material furnished. (B) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing the District may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of this Contract. (C) The Contractor shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract and failure to comply is a material breach that entitles District to exercise any rights and remedies available under this Contract including, but not limited to, termination for default. (D) The Contractor shall promptly, as due, make payment to any person or copartnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury to the employees of the Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of the Contractor's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

**29. INSPECTIONS.** Services furnished under this Contract will be subject to inspection and test by the District at times and places determined by the District. If the District finds services furnished to be

incomplete or not in compliance with the Contract, the District, at its sole discretion, may reject the services and require Contractor to correct any defects without charge. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by the District, the District may terminate the Contract in whole or in part.

**30. MERGER.** THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

Tribeca Transport LLC  
1415 Port Way  
Woodland, WA 98674

Water Environment Services

Eric E Thwaites                      12/17/2021  
Authorized Signature                      Date

\_\_\_\_\_  
Chair    Date

Eric E Thwaites C.O.O./member  
Name / Title (Printed)

\_\_\_\_\_  
Recording Secretary

875970-93  
Oregon Business Registry #

Approved as to Form:

FLLC/Washington  
Entity Type / State of Formation

\_\_\_\_\_  
County Counsel    Date

**EXHIBIT A**  
**Scope of Work**  
**Hauling and Land Applying Dewatered Biosolids**

**1.0 Introduction**

The Contractor shall provide equipment and services to load, transport and land apply class B dewatered biosolids generated by Water Environment Services’ (“WES”) Kellogg Creek and Tri-City Wastewater Treatment Plants (“WWTP”) to agricultural sites.

Except as otherwise indicated in this Contract, Contractor shall supply all equipment and labor necessary to perform the work.

**2.0 Background**

WES, a Department of Clackamas County, manages and operates the Tri-City Wastewater Treatment Plant (“TC”) and the Kellogg Creek Wastewater Treatment Plant (“KC”). The TC and KC WWTP’s produce a dewatered Class B biosolids product that is 18 - 23% total solids.

Biosolids are currently transported to Sherman County, Oregon for land application on active agricultural fields. All WES sites are currently located in Sherman County; however, WES intends to immediately pursue acquisition of large fields in the Willamette Valley (“Valley”) for land application during the dry months of summer and fall. The targeted location for these fields is currently Marion County. The contractor will be required to operate in Sherman County and the Willamette Valley simultaneously. While WES’ goal is to locate adequate acreage in the Valley to support summer and fall production within two years, this is not a guarantee. If WES is able to achieve that goal, then land application will occur only in the Valley during the dry months.

Biosolids production in 2020 is shown in Table 1. Contractor shall be prepared to haul and land apply a two percent annual increase.

Table 1 2020 biosolids production

Plant	Approximate Production, Wet Tons CY 2020	Address
Tri-City WWTP	5,905	15941 S. Agnes Ave, Oregon City, OR 97045
Kellogg Creek WWTP	3,847	Not relevant; no hauling shall be done from KC

In 2020 WES applied to nine fields. The number of fields required to meet the demands of production is not guaranteed. Some sites are smaller than others resulting in less time on that field. Approximately 677 acres were used for TC biosolids and 418 acres were used for KC biosolids.

The TC and KC biosolids programs are regulated by each plant’s National Pollutant Discharge Elimination System (“NPDES”) permit issued by the Oregon Department of Environmental Quality (“DEQ”). Co-mingling of biosolids from TC and KC is not approved under the current permit structure. One Biosolids Management Plan covers both plants.

The KC plant is unable to produce dewatered biosolids at the plant. The liquid biosolids generated at KC are transported by WES staff directly to a centrifuge at the TC plant. This centrifuge is known as the back-up centrifuge or BUC. The BUC is on the TC campus, but is separate from the main solids building

at the plant. The BUC discharges the dewatered product onto the cement floor of a covered biosolids shed. Trucks pull into the shed and are filled using a front end loader. An axle scale is available at the plant to weigh trucks before exiting the plant.

The Tri-City plant generally loads trucks via a newly installed elevated hopper in the newly constructed solids building. Pre-weighed biosolids are discharged directly into trucks from the hopper. At times, TC biosolids are also stored in the biosolids shed. TC may also use the BUC for dewatering during maintenance or repair of the primary centrifuges. WES uses signage to identify TC biosolids and KC biosolids when both are stored in the biosolids shed.

### **3.0 GENERAL REQUIREMENTS**

- 3.1 Contractor shall provide all equipment and personnel to meet the requirements of the contract.
- 3.2 Contractor shall have an established maintenance program for equipment to minimize breakdowns.
- 3.3 Contractor shall not store any equipment at the TC plant without prior approval from the Contract Administrator.
- 3.4 Contractor shall not use subcontractors to load, transport or land apply biosolids.

### **4.0 LOADING AND TRANSPORTING**

#### **4.1 Kellogg Creek Biosolids Loading**

- 4.1.2 Contractor shall not work in the biosolids shed until fully trained by WES staff.
- 4.1.2 Noise and odor from this operation can disturb neighbors. Contractor will work with WES to modify operations at the biosolids shed if operations cause neighbor complaints.
- 4.1.3 Contractor shall load biosolids from the floor of the biosolids shed into trucks using a front loader.
- 4.1.4 Contractor shall reimburse WES for any damage to the shed from loader operation.
- 4.1.5 WES shall clearly mark with signage any TC biosolids that may be produced at the BUC or stored in the biosolids shed alongside KC biosolids.
- 4.1.6 Contractor shall weigh trucks before departure and is responsible for any fines associated with overweight trucks.

#### **4.2 Tri-City Biosolids Loading:**

- 4.2.1 WES staff will load contractor trucks unless otherwise authorized by the Contract Administrator.
- 4.2.2 WES will provide an SOP for loading and scaling from the hopper. Contractor will abide by the SOP.
- 4.2.3 When TC biosolids are stored in the biosolids shed or dewatered with the BUC, Contractor shall load TC biosolids from the floor of the biosolids shed. Conditions outlined in paragraph 4.1 apply when loading TC biosolids in the biosolids shed.

#### **4.3 General**

- 4.3.1 The inside of the hauling box must be empty of all material other than WES biosolids prior to loading. WES reserves the right to inspect trucks prior to loading. Contractor shall not add any material to the load other than WES biosolids before off-loading at the application site.

#### **4.4 Transport**

- 4.4.1 Contractor shall transport biosolids to landfills when determined necessary by the WES Contract Administrator. WES is responsible for maintaining landfill

permits and will provide the drivers with the necessary paperwork. WES will pay all tipping fees directly to the landfill.

- 4.4.2 Contractor shall develop a process to ensure KC and TC biosolids are not co-mingled and that the biosolids generated by each plant are delivered and applied to the correct field.
- 4.4.3 Contractor and WES shall agree to the routes that may be used to transport biosolids. Any deviation from the established routes shall be approved by WES.
- 4.4.4 Contractor shall not haul biosolids when, in the reasonable opinion of Contractor or WES, inclement weather prevents safe transport.

## **5.0 SCHEDULE**

- 5.1 WES shall determine what fields will receive biosolids.
- 5.2 WES shall provide the Contractor with the Land Application Authorization (“LAA”) issued by DEQ for the field. Contractor will meet the requirements of the LAA. Contractor shall notify WES Contract Administrator within 24 hours of discovery that any requirement cannot be met.
- 5.3 Unless prohibited due to farming activities at an application site or force majeure events as defined herein, Contractor shall perform applications according to WES’s schedule, and shall store and apply the biosolids within the time frame required in the DEQ issued Land Application Authorization.

## **6.0 SPILL PLAN**

- 6.1 Contractor shall immediately respond to and clean up any spills that may occur during the loading, transportation, unloading and application of biosolids.
- 6.2 Contractor shall incur all costs associated with a spill clean-up.
- 6.3 Contractor shall prepare a Spill Prevention and Response Plan and obtain WES’s approval of the plan prior to hauling WES’s biosolids.
- 6.4 WES may modify the plan at any time. Contractor may request modifications to the plan at any time. Contractor’s requested modifications shall be subject to WES’s approval.
- 6.5 The spill response plan shall contain at least the following:
  - A map of the approved route to the general area where land application occurs.
  - Spill prevention measures
  - The call priority, names and telephone numbers of individuals or organizations that shall be notified in the event of a spill.
  - Night and emergency telephone numbers shall be listed for those individuals or organizations requiring immediate notification.
  - Description of the types of communication equipment available for use by transport operators.
  - The procedures to be taken in cleaning up a spill.
  - The type, location, size and estimated response time for all major items of spill response equipment and any materials needed to mitigate a spill.
  - A list of persons responsible for the execution of a spill response.
- 6.6 Contractor shall follow the plan at all times and shall ensure that Contractor’s staff have a thorough knowledge of the plan.
- 6.7 WES shall determine when response measures to a spill can be discontinued.

## **7.0 OFF-LOADING AT THE FIELD**

- 7.1 Contractor will off-load the biosolids at the designated staging area at each land application site.
- 7.2 Only WES biosolids shall be placed on or applied on WES fields.
- 7.3 Only KC biosolids shall be placed on fields targeted to receive KC biosolids.
- 7.4 Only TC biosolids shall be placed on fields targeted to receive TC biosolids.
- 7.5 Contractor shall clean the outside of Contractor's trucks of all biosolids prior to leaving the staging area. Contractor shall be responsible for providing all cleaning equipment.
- 7.6 Contractor shall equip Contractor's trucks with all traction devices necessary for driving at the application site. Contractor shall not look to the owner of the application site for towing services if Contractor's trucks become immobilized at the application site.
- 7.7 Contractor shall provide all measures necessary for traffic control, including flag persons, signs and detours.

## **8.0 LAND APPLICATION OPERATIONS**

- 8.1 WES shall provide agronomic loading rates ("ALR") for each field.
- 8.2 Contractor shall ensure biosolids are applied at the ALR specified for each site.
- 8.3 Contractor shall maintain calibration on any measurement devices used to determine the amount of biosolids land applied and where the biosolids are land applied. This includes scales on land application equipment, truck scales and mapping software. This does not include WES axle scale at the TC plant or the elevated hopper scale.
- 8.4 Contractor shall immediately notify the WES Contract Administrator of any interactions with the public or other government entities as a result of the work being performed. WES staff shall address all concerns.
- 8.5 Contractor shall transport land application equipment to and from land application sites.
- 8.6 Contractor shall use GPS guided land application that creates a map of field applications and dates of each application.

## **9.0 REGULATORY COMPLIANCE**

- 9.1 Contractor shall comply with all applicable statutes, regulations and directives concerning the application and transportation of biosolids, including, but not limited to, the requirements in OAR 340, Division 50, 40 CFR 501 and 503 and WES's Biosolids Management Plan. Contractor will ensure that each of Contractor's employees, agents and subcontractors understand all such applicable statutes, regulations and directives.
- 9.2 WES shall provide Contractor with copies of all relevant DEQ LAA's and Contractor shall comply with the LAA requirements.
- 9.3 Contractor shall comply with applicable health, safety and transportation regulations that pertain to this work.
- 9.4 WES will provide Contractor a copy of the WES Biosolids Management Plan and contractor shall adhere to the conditions therein.

## **10.0 REPORTS**

- 10.1 Contractor shall provide weekly reports to the Contract Administrator. WES will determine the frequency, format and content of the report.
- 10.2 Contractor shall provide a final report when all biosolids for the field have been applied. This report shall include the final spread map and total quantity of biosolids applied. The final spread map will include farmers name, WES field ID and dates of each application correlated with the area applied.



**11.0 WORK HOURS**

- 11.1 The TC plant is open from 6:00 am – 3:30 pm seven days per week. Loading from the elevated hopper may be done between 6:00 am and 1:30 pm unless otherwise approved by the Contract Administrator.
- 11.2 Contractor shall generally provide services Monday through Friday. Contractor shall provide emergency hauling as needed outside the hours noted in this paragraph.
- 11.3 Contractor shall load from the biosolids shed between 7:00 am and 1:30 pm unless otherwise approved by the Contract Administrator.

**EXHIBIT B**  
**CONTRACTOR'S PROPOSAL**

August 31, 2021

# Clackamas County

Request for Proposal  
#2021-63

Hauling and Land Applying  
Dewatered Biosolids



TRIBECA TRANSPORT LLC  
A BEHRMAN COMPANY



## 5.2 RESPONSE TO REQUEST FOR PROPOSALS FOR BIOSOLIDS HAULING AND LAND APPLICATION SERVICES

### COVER LETTER

**Name of Contracting Party:** Tribeca Transport LLC

**Address:** 1415 Port Way Woodland WA 98674

**Name of Contact Person/Project Manager:** Eric Thwaites

**Title:** Chief Operations Officer

**Telephone Number (including area code):** (360)-225-9094

**Fax Number (including area code):** (360)-225-4722

**Email Address:** [eric@tribecatransport.com](mailto:eric@tribecatransport.com)

### Primary Experience, Understanding and Approach

Tribeca Transport, LLC has provided liquid and solid hauling services since 1947. Our Beneficial Use Land Application Division was officially created in 2010. We currently manage over 160,000 acres of permitted land application sites throughout Washington and Oregon, making us one of the largest Biosolids Management companies in the PNW. In addition to our Biosolids operations, we also manage solid waste sites and customer specific waste streams that have been classified through the Department of Ag as being beneficial to use in farming operations.

Tribeca Transport agrees to keep this proposal valid for a period of 90 days. Tribeca Transport has and will maintain all licenses and permits necessary to execute and complete the work described in this bid.

The name and title of the person legally authorized to bind the firm to this proposal and cost schedule, participate in contract negotiations and execute a contract on behalf of the Firm.

**Print Name of Person:** Eric Thwaites

**Title:** Chief Operations Officer / Member

**By:** 

*Signature*

### 5.3 Equipment (0-20 Points):

- Equipment Asset Lists available to service this contract.

#### Land Application Equipment

Tribeca’s land application equipment is selected based on multiple variables that surround the biosolids land application industry. Operator safety is first and foremost when dealing with application of biosolids. All Tribeca tractors are 8-wheel, 4-wheel drive articulated to promote flotation and traction for operator safety and field care. Tribeca’s spreaders also have high flotation tires to limit field compaction and have been tried and proved for accurate application of many types of material. Tribeca’s land application equipment also includes: Personal Protection Equipment (PPE) and high-volume screw air compressors to clean off any residual biosolids before reentering the roadway. Additionally, Tribeca provides light towers in the event that adverse conditions require extra light to ensure personnel safety.

In addition to the above, Tribeca’s land application equipment is also outfitted with Trimble EZ Steer and John Deere Greenstar GPS systems. These systems both provide autosteer capabilities down to sub-2-inch accuracy to ensure straight and consistent spread lines and track acreage covered ensuring agronomic rates are met. Additionally, Tribeca’s most recent spreader purchase includes an onboard scale system and hydraulically controlled variable rate module allowing for variable rate land application. All Tractors and Loaders have EROAD systems installed providing real time tracking, service interval tracking and added safety features.

Tribeca’s Land Application Equipment Table							
Equipment	Year	Make	Model	Capacity	Inteneded use	Owned/ Leased	GPS Tracking
<b>Land Application Tractors: (Spreader Power Units)</b>							
Tractor	2010	John Deere	9330 (4x4 articulated)	N/A	Power Unit	Owned	EROAD and JD starfire 6000 autosteer & Variable Rate Control
Tractor	1997	Case IH	9370 (4x4 articulated)	N/A	Power Unit	Owned	EROAD and Trimble CFX autosteer
Tractor	1995	Case IH	9250 (4x4 articulated)	N/A	Power Unit	Owned	EROAD and Trimble CFX autosteer
Tractor	1980	John Deere	8440 (4x4 articulated)	N/A	Power Unit	Owned	EROAD and Trimble CFX
<b>Loaders: (Loading Biosolids)</b>							
Front End Loader	2004	John Deere	624H	4 CY	Load Solids	Owned	EROAD GPS
Front End Loader	2007	Komatsu	WA320-5L	4 CY	Load Solids	Owned	EROAD GPS
Front End Loader	2000	Komatsu	WA250-5L	2.8 CY	Load Solids	Owned	EROAD GPS
<b>Land Application Spreaders</b>							
Spreader	2021	Kuhn Knight	PXL 185	25 Tons	Spread Biosolids	Owned	N/A
Spreader	2020	Kuhn Knight	SLC - 132	15.5 Tons	Spread Biosolids	Owned	N/A
Spreader	2018	Kuhn Knight	SLC - 132	15.5 Tons	Spread Biosolids	Owned	N/A
Spreader	2014	Kuhn Knight	8132	15.5 Tons	Spread Biosolids	Owned	N/A
Spreader	2002	Kuhn Knight	8032	15.5 Tons	Spread Biosolids	Owned	N/A
Terragator spreader	1997	Ag Chem	2505	22 Tons	Spread Biosolids	Owned	N/A
Terragator spreader	1997	Ag Chem	1803	22 Tons	Spread Biosolids	Owned	N/A
<b>Land Application Support Equipment :</b>							
Lowboy	2014	Talbert	Lowboy	N/A	MOB Equipment	Owned	N/A
Air Compressor	2002	Ingersoll	185	N/A	Clean Trucks onsite	Owned	N/A
Air Compressor	1997	LeRoi	185	N/A	Clean Trucks onsite	Owned	N/A
Light Tower	2010	Terrex	RL4000	N/A	Safety Lighting	Owned	N/A

Figure 1: Tribeca Land Application Equipment List

## Tribeca's Hauling Equipment

All our hauling equipment is equipped with the following safety features:

- State-of-the-art GPS systems and electronic Logs. This system allows us to track our truck movements in real time and provides two-way communication capabilities if there is no cell service.
- Smart link diagnostic software that alerts our maintenance department of any mechanical issues.
- Gyroscope system that alerts our office on driver performance.
- Trucks are equipped with either a side-to-side tarp system or an auto-tarp system that runs front to back.
- Each truck has a 6-point locking tailgate, and all tailgates are equipped with a neoprene seal to prevent any leaking.
- Bendix Wingman Advanced system, which includes in-lane object recognition and adaptive cruise control with braking and collision mitigation technology.
- Front and rear air disc brakes rather than drum brakes increasing stopping distance on average by 30%.
- Bendix Electronic Stability Program with automatic traction control. This system provides added stability and traction by applying brakes when excessive wheel slip or critical stability threshold is detected. Because we run high sided dump trucks the center of gravity is increased. This system helps decrease the risk of rollover.
- Eaton 13 speed automatic transmissions are standard in our trucks. Automatic transmissions reduce driver fatigue and eliminate driver errors. These transmissions are also equipped with (HAS) Hill Start Aide.
- Smart Sound Cab includes insulated inside firewall, top side floor damping, absorber treated kick panels, and insulated backwall and roof structure. This safety feature helps protects our drivers hearing.
- Multifunction Steering Wheel allows the driver to access different in cab functions without reaching across the dash. Reaching across the cab is the number one cause for lane fading and side to side collisions.

Hauling Equipment Assets Available for this Contract							
Equipment	Capacity	GVW	Year	Make	Model	GPS	Owned/ Leased
Dump Truck & Pup	34 tons	105,500	2021	Peterbilt	567	Eroad	Owned
Dump Truck & Pup	34 tons	105,500	2020	Peterbilt	567	Eroad	Owned
Dump Truck & Pup	34 tons	105,500	2019	Peterbilt	567	Eroad	Owned
Dump Truck & Pup	34 tons	105,500	2019	Peterbilt	567	Eroad	Owned
Dump Truck & Pup	34 tons	105,500	2019	Mack	CHN613	Eroad	Owned
Tractor/Belt Trailer	31 tons	101,000	2020	Peterbilt	579	Eroad	Owned
Tractor/Belt Trailer	31 tons	101,000	2020	Peterbilt	579	Eroad	Owned
Tractor/Belt Trailer	31 tons	101,000	2019	Peterbilt	579	Eroad	Owned
Tractor/Belt Trailer	31 tons	101,000	2013	Peterbilt	579	Eroad	Owned
<b>Total hauling assets available for this contract</b>						<b>9</b>	

Figure 2: Tribeca Hauling Equipment List

- Written description of how available equipment will support land application in the Willamette Valley and Sherman County simultaneously.

Tribeca has multiple pieces of equipment available to service this contract allowing for increased flexibility for Clackamas Biosolids management. Tribeca currently operates both in the Valley and Sherman County which would provide increased labor and equipment for land application and hauling support. Tribeca would allocate multiple pieces of equipment to this contract and operate under internal efficiency standards allowing both land application in Sherman County and the Valley if conducted at the same time. The most important part of running simultaneous land application sites for us is not the equipment, it is the people operating and managing them.

To be noted: Tribeca would be willing to purchase some, if not all, Clackamas's farm and hauling equipment if that is an option Clackamas wants to pursue.

- Additional equipment needed

No additional equipment is needed to be purchased to support this contract. However, Tribeca understands future growth in the Clackamas County region may increase solids production in the future. Tribeca is willing and prepared to make additional purchases to support Clackamas County's growing biosolids program.

- Equipment Maintenance Program Description

Tribeca provides a full-service, 24/7 shop and performs 100% of the maintenance in-house. Our Maintenance program includes three specific areas of focus: Preventative Maintenance (Level B), Scheduled Maintenance (Level A) and Emergency callouts.

- Part #1 of maintenance program – (Level B)

Our Preventative Maintenance program (Level B) includes a task list of both preventive maintenance and safety items. The following is addressed during preventive maintenance (Level B):

Engine oil and filter checks; transmission fluid; fuel system; cooling system; engine and transmission mounts; drive shafts or CV joints; belts and hoses; tune-ups; electrical system components; braking system; steering and suspension system; tires, wheels, and rims; exhaust system; undercarriage and frame; exterior and interior lights; body, glass, and mirrors; windshield wiper system; horn; seatbelts and seat structures; fluid leaks; and auxiliary systems. Our Preventative Maintenance program is our most important element and our first line to safety.

Intervals are set using the following criteria: Manufactures recommendations, age of equipment, miles on equipment, and off road or harsh conditions. Typically, the range for this type of maintenance is every 10,000 miles.

- Part #2 of maintenance program (Level A)

The second part of our maintenance program is the Scheduled Maintenance (Level A). Scheduled maintenance includes oil and filter changes (based on miles and or hours) as well as other manufacture recommended services. Part replacement and upgrades are also part of this phase. If a piece of equipment has not been through a Preventative Maintenance (Level B) service in the past seven days, it is also added to the scheduled maintenance while in the shop.

Intervals are set using the following criteria: Manufactures recommendations, Age of Equipment, Miles on Equipment, and off road or harsh conditions. Typically, the range for this type of maintenance is every 20,000 miles.

The third part of our maintenance program are the emergency service calls. A good Preventative Maintenance and Scheduled Maintenance program helps keep this phase to a minimum. However, no

matter how hard our mechanics work there will ultimately be a breakdown at some point. Our goal is to keep this phase below 10% of our shops operating cost.

**The most important part of our maintenance program is “Team Work”** It takes a total team effort between the drivers doing there pre and post trips, mechanics performing there job to standards, and management giving everyone the tools and support to ensure we maintain our fleet to the standards our drivers and customers deserve.

Tribeca’s land application equipment also goes through two stages of maintenance. Tribeca has a scheduled Level B preventative maintenance day every week to ensure reduced down time. Additionally, level A maintenance is scheduled at 250-hour intervals. Tribeca works closely with local farm tractor service shops in local operating areas to expedite service, and or parts when needed.

- Example of GPS generated application map’s

Tribeca’s map and completion report generation is a multi-step process to ensure data accuracy. Land application operators complete a daily report which is sent to Tribeca’s Beneficial Reuse Manager for data collection and verification. This data is then transferred to a mapping system for final verification. All of Tribeca’s completion reports would meet Clackamas County and DEQ’s land application report requirements. Tribeca’s reports have been used for other biosolids land application contracts, however Tribeca plans to work directly with the County to include or adjust any additional information the County requires.

**\*\* Please see the attached application maps in the appendix: “Exhibit-A” \*\***

#### **5.4 Proposer’s General Background, Qualifications and References (0-40 Points):**

- Description of the firm.

Over the past 11 years, Tribeca has managed multiple land application programs across Oregon and Washington dedicating ourselves to quality and performance. Biosolids management consists of 85% of our overall business. These biosolids management contracts include both Class A and B biosolids, solid waste for application, Cake and Liquid, 2%-37% solids, and have required extensive land application knowledge and resources. Tribeca has successfully managed their Woodland, WA based Beneficial Use Facility for the past 9 years land applying on average 4600 Wet tons and 1.2 million gallons of liquid Class B biosolids for 10 customers within a two to three-month period. Additionally, since 2012 Tribeca has managed Clean Water Services Year-round Class B Biosolids land application program in the Sherman, Gilliam, and Linn County Oregon areas, as well as assisting with Clackamas county’s biosolids program (operated in Sherman County), since April 2019. In addition, Tribeca recently completed a land application project with Portland BES permitting acreage and applying roughly 14,000 wet tons between January and August 2019 and completed a 14,000 wet ton land application project for the City of Ontario, OR in the fall of 2020. Tribeca understands the importance of biosolids management and how imperative it is to understand state rules and regulations to protect all involved parties.

- Credentials/experience of key individuals that would be performing work for the WES

Tribeca’s key employees that would be assigned to this project have a combined 85 years of service in the industry. On average, Tribeca’s length of employment for project managers is 11 years, land application operators: 7 years, and truck drivers: 5 years. Some of Tribeca’s key management personnel have 40 years in the biosolids industry and upwards of 15 years of land application experience.

- *Garrett Behrman – Tribeca Transport, Beneficial Reuse Division Manager*



Hired in 2011, Garrett has 10 years of experience in the biosolids industry ranging from transportation, land application and operating application equipment, to managing Tribeca's beneficial reuse programs. This includes managing multiple land application projects over 160,000 acres in Washington and Oregon. Garrett's work involves compliance monitoring of all land application projects, developing land application training guides, locating land application sites, DEQ and Ecology site authorizations, agronomic rate calculations, soil sampling and testing, budget development, regulatory reporting, and extensive customer outreach. Additionally, Garrett has worked for the City of Boise Twenty Mile South Farm conducting soil sampling and Biosolids land application. His experience, expertise and communications skills are highly regarded by the farmers he works with on a daily basis.

- *Matt Kirkpatrick. – Tribeca Transport, Lead Land Application Operator/ Land Application Specialist*

Matt is Tribeca's Lead Land Application Operator and Application Specialist. Matt has worked for Tribeca since 2017 managing multiple land application contracts including Clean Water Services, Clackamas, City of Portland, and City of Salem projects across the state of Oregon. Matt has extensive application experience managing and applying roughly 1500 wet tons of biosolids per week (year-round) through Tribeca's current CWS contract. Matt is efficient in all of Tribeca's land application equipment and carries extensive application knowledge regarding part 503 Rules and Regulations, understanding of Site Authorizations including application rates, field setbacks, and farmer relations. Additionally, Matt assists in training Tribeca's application operators, and brings extensive mechanical knowledge from his Military training in second echelon maintenance and repair on a wide range of vehicle and transport equipment. Matt supports all valley and eastern operations. Matt lives local to Wasco, Oregon and volunteers his time maintaining the Old Wasco School and is a Board Member for North Sherman County Rural Fire Protection. Matt is very well respected in the community.

- *Kevin Massie – Tribeca Transport, Land Application Operator*

Kevin manages multiple year-round biosolids land application contracts in Sherman County and associated areas. Hired in early 2021, Kevin's knowledge includes operation of all Tribeca land application equipment and understanding of Oregon Rules and regulations for biosolids land application. Kevin assists with coordinating with drivers, farmers, setting up fields, and land application activities. Kevin is well versed in land application specifics and brings well rounded knowledge with a focus on safety to Tribeca's team in addition to identifying efficiencies or deficiencies. Kevin brings previous knowledge from his time working on windmills and operating heavy equipment. He provides imperative support to hauling and land application activities and is very well respected in the area as he lives locally to Wasco Oregon. Kevin supports all Valley and Eastern spreading operations.

- *Andrew Mason – Tribeca Transport, Land Application Operator*

Andrew brings 4 years of land application experience spreading multiple municipality's Biosolids ranging from 12% solids to 22% solids. Andrew's previous experience requires extensive material management and understanding of local and state rules and regulations and navigating through different Site Authorization requirements. Andrew supports multiple Tribeca land application contracts and is a primary land application operator for the Eastern region, however, also supports Tribeca's valley operations. Hired in 2021, Andrew's experience and locality is a great value to Tribeca's biosolids management program.

- *Bobby Jouwsma – Tribeca Transport, Land Application Operator*

Bobby brings many years of experience when dealing with land application of many materials. Bobby has spread solids for last 15 years using the same type of spreaders Tribeca currently operates. Hired in 2019, Bobby has assisted in Cowlitz, Lewis, Sherman and Gilliam Counties spreading operations and also manages application at Tribeca's BUF spreading roughly 4600 wet tons of material yearly and

coordinating 1.3 million gallons of liquid biosolids application. Bobby understands the WAC biosolids rules and regulations specific to Oregon and Washington and holds his CLD. Bobby's knowledge of different solids characteristics is essential to Tribeca's biosolids management programs.

*John Enyart. – Tribeca Transport, Equipment Operator*

John is Tribeca's land application support. John has worked for Tribeca for the last 7 years spreading cake and liquid biosolids both class A and B, operates Tribeca's lowboy and also hauls biosolids and commodities. John has spread biosolids for Clean Water Services, Clackamas, City of Portland and also at Tribeca's Beneficial use facility. John assists in new hire training for land application operators and is one of Tribeca's main lowboy operators allowing us to move equipment quickly and efficiently. John also has extensive knowledge and understanding of all Biosolids Rules and Regulations, understanding of Site Authorizations including application rates, field setbacks, farmer relations and assists in logistical coordination between drivers and fields.

- Description of providing similar services within the past five (5) years.

**\*\*Please also see the attached Letters of Recommendations in the Appendix: "Exhibit B" \*\***  
**Additional Letters available upon request.**

**1) Clean Water Services**

**Jared Kinnear, PWS | Reuse Manager**

**Clean Water Services | Wastewater Treatment Department**

**o 503.547.8080 [KinnearJ@CleanWaterServices.org](mailto:KinnearJ@CleanWaterServices.org)**

Since 2012, Tribeca has hauled and land applied Clean Water Services (CWS) Class B Cake biosolids, spreading an averaging of 180-210 wet tons per day or 1,260 to 1,470 wet tons per week. Tribeca land applies year-round for CWS spreading in Sherman and Gilliam counties generally from October through July, and in Linn, Polk, and Yamhill Oregon counties from August through September/October. In July of 2021 we were awarded another 7-year contract. Over the past 4 years we have been able to expand Clean Water Services program by providing Valley farmland to them making there program much more efficient.

**2) Portland Bureau of Environmental Services**

**Greg Charr**

**Biosolids Program Manager**

**City of Portland, Bureau of Environmental Services**

**Office: 503-823-2491**

**[Greg.Charr@portlandoregon.gov](mailto:Greg.Charr@portlandoregon.gov)**

Tribeca recently completed a site permitting and land application project with BES between January 2019 to July 2019. Tribeca applied roughly 224 to 288 wet tons per day, averaging 1,344 to 1,728 wet tons per week, totaling roughly 14,000 wet tons applied. Tribeca also hauls roughly 160-192 tons per week for BES under a backup contract during the winter months to Maddison ranch. BES has used their backup hauling contract with Tribeca yearly since the contract's incorporation.

**3) Salmon Creek WWTP**

**Travis Capson**

**PUBLIC WORKS**

**Wastewater Operations Manager**

**Salmon Creek WWTP**

**564.397.1713 office**

**[Travis.Capson@clark.wa.gov](mailto:Travis.Capson@clark.wa.gov)**

Since 2012, Tribeca has hauled, and land applied Salmon Creek's Class B Cake Biosolids between August and October at Tribeca's Woodland Beneficial Use Facility located in Cowlitz County. Tribeca applies roughly 300 wet tons per day, averaging 1200 to 1500 wet tons per week, totaling 2600+ wet tons per year. Tribeca also hauls 4500 wet tons of Salmon Creek biosolids per year, within a 4-week period to local farm fields.

#### **4) Three Rivers WWTP**

Duane Leaf  
General Manager  
Three Rivers Wastewater Authority  
467 Fibre Way, Longview, WA 98632  
360-577-2040  
[leaf@trrwa.org](mailto:leaf@trrwa.org)

Tribeca Transport has worked with Three Rivers WWTP for around 8 years managing their Class-A biosolids program. Tribeca provides hauling and land application services effectively managing Three Rivers material year-round. Three Rivers produces 30-60 tons per day, and only has 60 WT worth of storage, thus, solids must be managed daily with provided solutions for disposal.

#### **5) Salem WWTP**

Mark E. Stevenson  
Residuals Manager  
City of Salem | Public Works Department  
5915 Windsor Island Road N, Keizer OR 97303-6179  
[mstevenson@cityofsalem.net](mailto:mstevenson@cityofsalem.net) 503-763-3479

Beginning 2019, Tribeca has hauled 150-180 tons per day, 6-7 days per week for the City of Salem during the summer application period between June and October. In 2020, Tribeca also land applied 4,000 wet tons of Biosolids to Salem permitted fields.

#### **6) Clackamas County Water Environment Services**

Terrance Romaine  
Resource Recovery Supervisor  
503-557-2821  
[tromaine@clackamas.us](mailto:tromaine@clackamas.us)

Beginning April 2019, Tribeca operated on a backup contract land applying Clackamas counties (WES) Class B Cake Biosolids, spreading an averaging 420 to 630 wet tons per week. Land application of WES biosolids occurs in Sherman County. Currently WES designates each treatment facility's biosolids to separate sites, therefore Tribeca managed two sites all times. Tribeca also provides 24/7 hauling support for WES operating under an on-call basis. This reference is included for those that are evaluating our proposal and may not know that we are currently providing services to the county as a backup contractor. With the county making the decision to outsource this work Tribeca believes that having a contractor familiar with the operation will make the initial transition smoother. Tribeca recognizes that this is a big step for the county and a successful transition is critical to ensuring long term sustainability.

- Description of the firm's ability to meet the requirements in Section 3.

Our ability to meet the requirements in Section 3 starts with our employees. We have an extensive training program for our drivers and operators. All our employees that would be assigned to this contract are trained Front End Loader operators as well. And since this program will require the use of a front-end loader on site, this is a critical component to our success and to both of our safety programs. As you can see from our equipment list, we have all the hauling and land application equipment needed to fulfil this

contract at a high level for the county. We own and operate a shop and truck yard and would not need to hire any subcontractors to perform any of the work. We have established a clear line of communication with our current back up contract and we have always been able to meet the request for hauling and land application.

Please see the attached risk management and organization chart developed for this WES contract depicting clear lines of communications to ensure efficient and smooth processes.

**\*\*See Appendix: “Exhibit – C”\*\*.**

- Description of what distinguishes the firm from other firms performing a similar service.

Tribeca manages biosolids year-round, our extensive knowledge of rules and regulations allows us to work through many situations that arise in the biosolids industry. Innovation through new technology, internal and external research, and providing biosolids presentations when called upon is a routine practice for Tribeca Transport. Tribeca’s “Mission Statement” includes eliminating biosolids and other waste streams that can be utilized in a beneficial manner from entering landfills.

Understanding that weather plays a factor while performing land application services, Tribeca is in the process of developing “pad” storage areas in the eastern cascades that promote long term adverse weather access areas to permitted fields to limit biosolids diverting to the landfill. This is an opportunity Tribeca would promote within and assist WES for immediate and long-term sustainability.

Tribeca also focuses on improving land application efficiencies to ensure that the service we provide are cost effective to our customers. Tribeca is a voice, advocate, and proof of concept for municipalities looking to make improvements to their biosolids program. A specific example of this will be for us to advocate to DEQ the combining of both Clackamas facility’s biosolids to be land applied together on the same field and providing a bank of farmers in the Valley region to develop Clackamas’s Valley land application program. Our research and relationships with DEQ will help assist and expedite these beneficial changes.

Tribeca also provides experience in both Oregon and Washington for soil sampling, agronomic rate generation and site authorization permitting and offers internships for parties interested in biosolids land application.

Tribeca provides in depth driver and operator training exceeding most CDL and insurance requirements. Tribeca works directly with local colleges that provide CDL training and can hire new CDL drivers with limited experience. In this industry, it is not common for “Trucking” companies to be able to hire new CDL drivers. This is primarily driven by very strict insurance requirements which Tribeca has proven to exceed through additional continuing training. Currently 100% of Tribeca’s employees have experience in biosolids management whether it be through hauling, land application or management.

- Evidence of past contract specifications similar in scope of services for transport and land application.

**\*\*Please see the above “Written description of providing similar services within the past five (5) years” under section 5.4 Bullet point #3. \*\***

## **5.5 Fees (0-40 Points):**

**Please see the attached Fee Schedule in the Appendix: “Exhibit – D”.**

## **5.6 Completed Proposal Certification**

**Please see the attached Proposal Certification Form in the Appendix: “Exhibit – E”.**

# Appendix

## Exhibit – A: Application Maps

Below is an example of the onboard Eroad GPS system in all Tribeca’s Tractors. The picture below depicts accurate spread locations in real time.

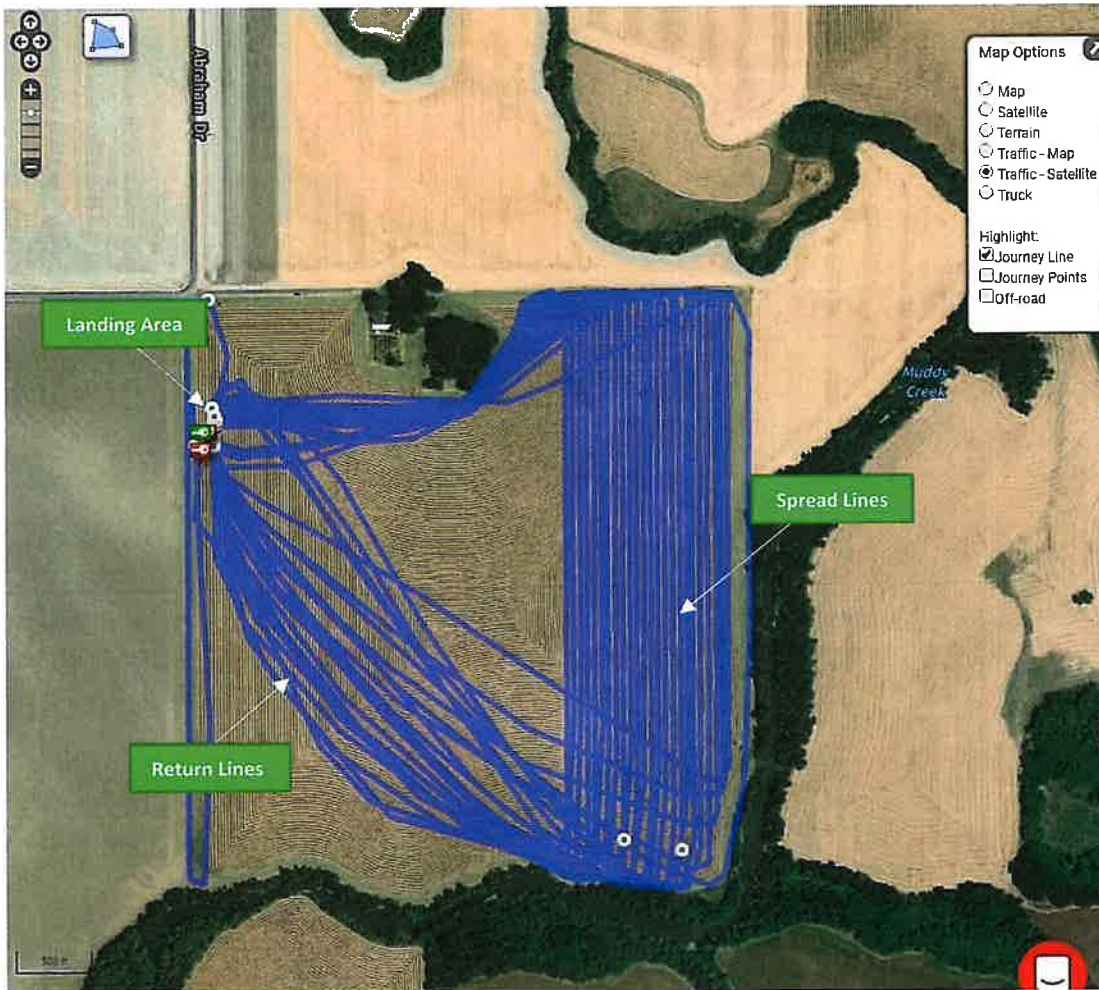


Exhibit – A: Application Map's (Continued)

Data collection is then transferred to the completion map from the in-cab Autosteer (John Deere and Trimble) GPS systems which tracks acreage covered. Compilation of this data is shown in the example map below. This map is updated weekly (or as required) and included in the report file.

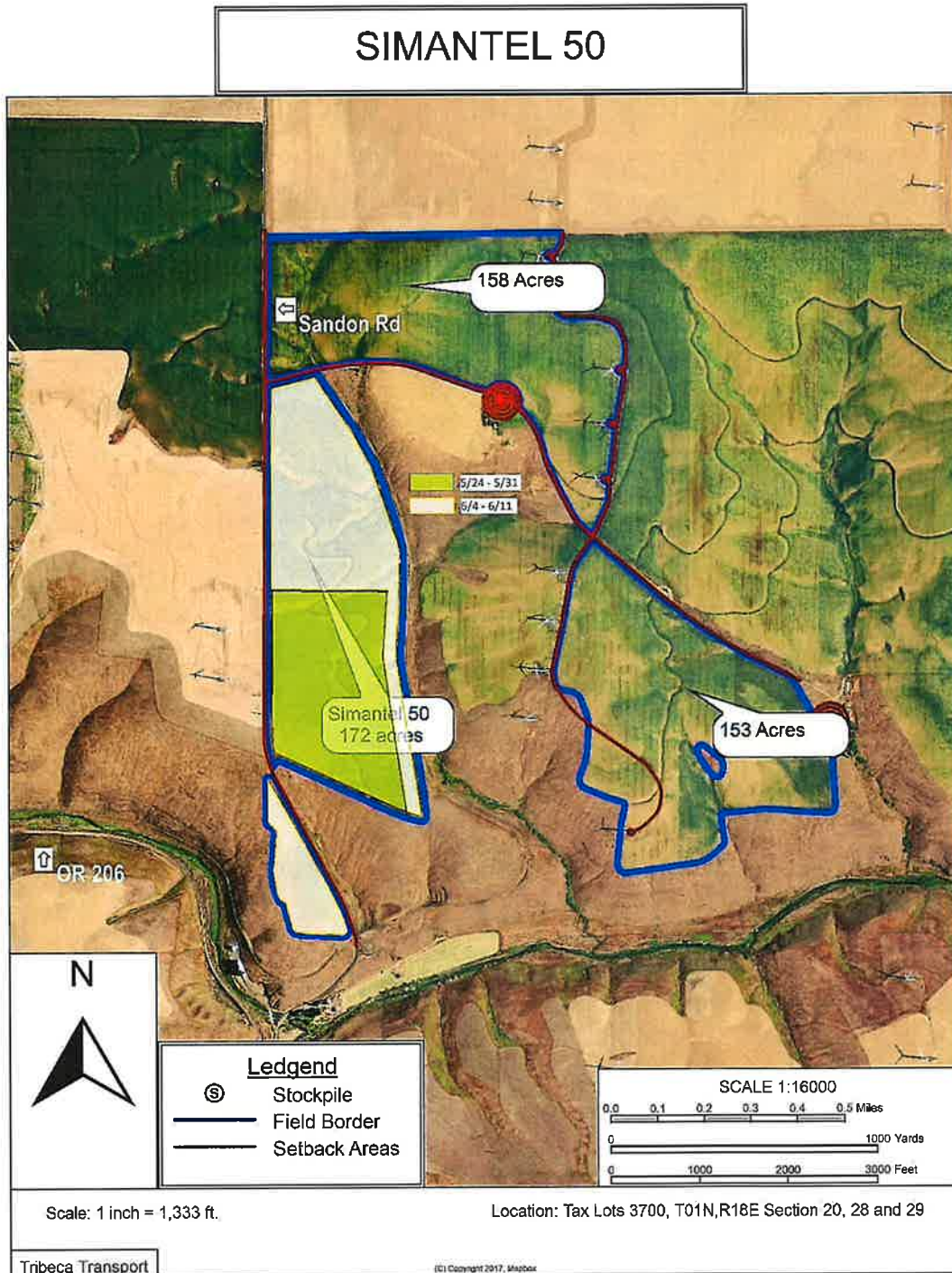


Exhibit – A: Application Map’s (Continued)

Final Data inputs are then transferred to the final report file. This file reports includes tonnage spread per day and per week with cumulative tracking until field completion, along with corresponding map as shown above.

Tribeca Transport

<b>City of [REDACTED] Report</b>	
Field Code:	<u>Simantel 50</u>
Total Field Acres:	<u>172</u>

<b>Weekly Spreading Report</b>	
Spread Date(s):	<u>6/4-6/11</u> Acres Spread: <u>99.34</u>
# of Spreader Loads	<u>77</u>
Total Wet Tons Spread	<u>1190.12</u>
Wet Tons Spread per acre	<u>12.80</u>
Dry Tons Spread per acre	<u>2.24</u>

<b>Truck Tickets and Tonnage Delivered</b>	
Start Date:	<u>6/4/2019</u> End Date: <u>6/10/2019</u>
Total Tonnage Delivered	<u>1048.68</u>

<b>Biosolids Data</b>	
Targeted Application Rates	<u>2.40</u> dt/ac
Percent Solids	<u>18.70%</u> %
Calculated wt/ac	<u>12.8</u> wt/ac
Plant Available Nitrogen	<u>70</u> lb/ac
Crop Applied to	Soft White Winter Wheat

<b>Application Totals to Date</b>	
Total Dry Tons Delivered	<u>396.46</u>
Total Wet Tons Delivered	<u>2120.12</u>
Total Acres Applied	<u>172</u>
Total Wet Tons Spread	<u>2120.12</u>
Total Dry Tons Spread	<u>396.46</u>
Total Dry Tons Per Acre	<u>2.305</u>

Exhibit – B: Letters of Recommendation



October 31, 2019

Eric Thwaites  
Tribeca Transport  
1415 Port Way  
Woodland, WA 98674

RE: Reference Letter

To whom it may concern,

I would like to provide this reference letter to Tribeca Transport. I have worked with Tribeca Transport for the last 5 years in assisting Clean Water Services with our Biosolids Management Program. I value Tribeca Transport as a partner in the Biosolids Program. They have played a large part in improved program efficiencies and strategic improvements to our program since the beginning of our working relationship. Tribeca's knowledge of biosolids management, from hauling to land application to agronomy is evident. Some of the strengths of Tribeca besides their overall knowledge of biosolids management includes relationship building with farmers, effective and clear communication with DEQ, and flexibility during operational challenges in the treatments plants or bad weather situations.

It has been an honor to have Tribeca Transport be a part of our Biosolids Management team at Clean Water Services. Our program has gained stability from having Tribeca as a partner. I would certainly recommend them as a valuable team member to any Biosolids program. If you have any questions, or would like to discuss Tribeca Transport's relationship with Clean Water Services I would be happy to discuss on the phone or via email.

Regards,

A handwritten signature in black ink, appearing to read 'Jared Kinnear', written over a horizontal line.

Jared Kinnear  
Reuse Manager  
Clean Water Services  
kinnearj@cleanwaterservices.org  
503-547-8080



Exhibit – B: Letters of Recommendation (continued)



CITY OF PORTLAND  
ENVIRONMENTAL SERVICES



Columbia Boulevard Wastewater Treatment Plant

5001 N Columbia Boulevard, Portland, Oregon 97203 ■ Ted Wheeler, Mayor ■ Michael Jordan, Director

March 31, 2020

To Whom It May Concern,

It is with much enthusiasm that I am writing to recommend the biosolids hauling and land application services provided by Tribeca Transport.

The City has had the pleasure of working with Tribeca Transport since 2018. Tribeca Transport offered biosolids hauling services to supplement the City's primary contractor. Hauling was always performed at the highest level of service. Drivers were always on time, loading and unloading occurred without incident, there were no accidents or spills, and records and invoices were always timely and accurate.

In 2018-2019, Tribeca Transport also provided land application services on a lagoon solids removal project for the City. Tribeca's work included land application of over 3,000 dry tons of dewatered lagoon solids on dryland small grains sites in Sherman County, DEQ site authorization and permitting of new sites in the Moro and Arlington areas, land application documentation (landing reports), liaising with local growers, and assisting with preparation of annual reports for EPA and DEQ. Tribeca was dedicated to working in a collaborative manner with the City and its growers. All parties considered the project to be a tremendous success.

The City considers itself fortunate to have had Tribeca as a partner in its biosolids program. Services provided have always been top notch and the City looks forward to a continued relationship with these true biosolids professionals in the future.

  
Greg Charr

Biosolids Program Manager

City of Portland – Bureau of Environmental Services

5001 N.Columbia Blvd.

Portland, OR 97203

[greg.charr@portlandoregon.gov](mailto:greg.charr@portlandoregon.gov)

503-823-1876

# THREE RIVERS REGIONAL WASTEWATER PLANT

467 FIBRE WAY, LONGVIEW, WA 98632

TEL (360) 577-2040 / 577-2020

FAX (360) 577-2041

Serving & Operated By:  
Beacon Hill Water & Sewer District  
City of Kelso  
City of Longview  
Cowlitz County

October 28, 2019

Mr. Eric Twaites  
Tribeca Transport  
P.O. Box 630  
Woodland, WA 98674

Dear Mr. Thwaites:

I am writing to provide a letter of reference for Tribeca Transport. The Three Rivers Regional Wastewater Authority (TRRWA) has had a business relationship with Tribeca Transport for a number of years as our hauler and distributor for beneficial use of our biosolids product and I am very pleased with that arrangement.

The service that we receive from Tribeca has been excellent. Your hauling and application work is consistently timely and efficient. Tribeca maintains its equipment in excellent condition and has been able to serve our needs regardless of issues that have arisen with our equipment and weather-related issues.

Tribeca is very conscious of the need to maintain excellent public relations with people that neighbor application sites. Even though biosolids can be a problematic industry regarding public perception, there have been very few times that I have had to become involved in any issues with neighbors abutting our beneficial use sites.

In closing, I highly recommend Tribeca to anyone who is responsible for administering a biosolids program.

Sincerely,



Duane Leaf  
General Manager

Exhibit – C:

Risk Management Implementation & Organization Chart for Operational Planning

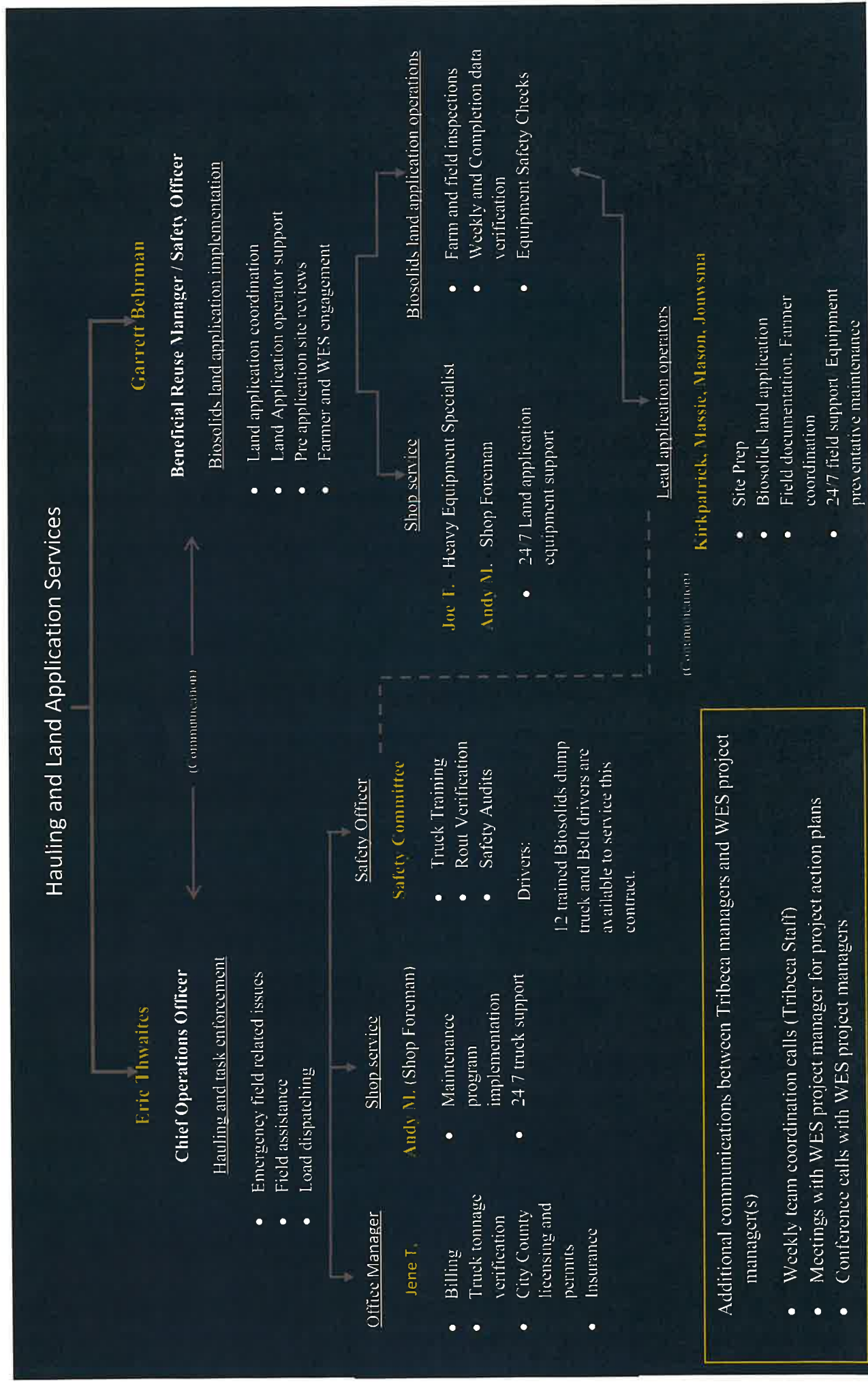


Exhibit – D: Fee Schedule

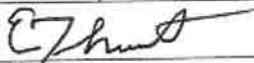
**Fee Schedule  
#2021-63**

**Table 1      Tri-City biosolids loaded from hopper**

Destination Distance from Treatment Plant	Proposed Unit Price per Wet Ton
0 – 100 miles (Wasco Landfill [95.1 mi], Coffin Butte Landfill [70.5 mi], Valley land app sites [estimated])	\$ 30.73
101 – 130 miles (Moro, OR)	\$ 31.48

**Table 2      Kellogg Creek or Tri-City biosolids loaded from floor of biosolids shed**

Destination Distance from Treatment Plant	Proposed Unit Price per Wet Ton
0 – 100 miles (Wasco Landfill [95.1 mi], Coffin Butte Landfill [70.5 mi], Valley land app sites [estimated])	\$ 30.73
101 – 130 miles (Moro, OR)	\$ 31.48

Proposer: Eric Thwaites, Tribeca Transport LLC  
Authorized Signature:  8/30/2021  
Date

## Exhibit – E: Proposal Certification Form

### PROPOSAL CERTIFICATION

RFP# 2021-63

### Biosolids Load, Transport and Land Apply

Submitted by: Tribeca Transport, LLC, Washington  
(Must be entity's full legal name, and State of Formation)

The undersigned, through the formal submittal of this Proposal response, declares that he/she has examined all related documents and read the instruction and conditions, and hereby proposes to provide the services as specified in accordance with the RFP, for the price set forth in the Proposal documents.

Proposer, by signature below, hereby represents as follows:

(a) That no County elected official, officer, agent or employee of the County is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the County, its elected officials, officers, agents, or employees had induced it to enter into this contract and the papers made a part hereof by its terms;

(b) The Proposer, and each person signing on behalf of any Proposer certifies, in the case of a joint Proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief

1. The prices in the Proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Proposer or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in the Proposal have not been knowingly disclosed by the Proposer prior to the Proposal deadline, either directly or indirectly, to any other Proposer or competitor;
3. No attempt has been made nor shall be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restraining trade;

(c) The Proposer fully understands and submits its Proposal with the specific knowledge that:

1. The selected Proposal must be approved by the Board of Commissioners.
2. This offer to provide services shall remain in effect at the prices proposed for a period of not less than ninety (90) calendar days from the date that Proposals are due, and that this offer may not be withdrawn or modified during that time.

(d) That this Proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.

(e) That the Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.

(f) That the Proposer accepts all terms and conditions contained in this RFP and that the RFP and the Proposal, and any modifications, shall be made part of the contract documents. It is understood that all Proposals shall become part of the public file on this matter. The County reserves the right to reject any or all Proposals.

(g) That the Proposer holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.

(h) That the Proposer is covered by liability insurance and other insurance in the amount(s) required by the solicitation and in addition that the Proposer qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.

(i) That the Proposer is legally qualified to contract with the County.

(j) That the Proposer has not and shall not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or shall Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned

Exhibit – E: Proposal Certification Form (Continued)

business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.


(k)  The Proposer agrees to accept as full payment for the services specified herein, the amount as shown in the Proposal.

Resident Bidder, as defined in ORS 279A.120

Non-Resident Proposer, Resident State \_\_\_\_\_

Oregon Business Registry Number 1525021-0

Contractor's Authorized Representative:

Signature:  Date: 8/30/2021  
Name: Eric Thwaites Title: C.O.O /member  
Firm: Tribeca Transport, LLC  
Address: P.O. Box 630  
City/State/Zip: Woodlawn WA 98674 Phone: (360) 225 9094  
e-mail: eric@tribecatransport.com Fax: 360 225 4722

Contract Manager:

Name Eric Thwaites Title: C.O.O /member  
Phone number: 360 225 9094  
Email Address: eric@tribecatransport.com

Exhibit – D: Fee Schedule

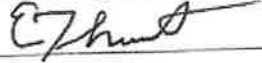
**Fee Schedule  
#2021-63**

**Table 1 Tri-City biosolids loaded from hopper**

Destination Distance from Treatment Plant	Proposed Unit Price per Wet Ton
0 – 100 miles (Wasco Landfill [95.1 mi], Coffin Butte Landfill [70.5 mi], Valley land app sites [estimated])	\$ 30.73
101 – 130 miles (Moro, OR)	\$ 31.48

**Table 2 Kellogg Creek or Tri-City biosolids loaded from floor of biosolids shed**

Destination Distance from Treatment Plant	Proposed Unit Price per Wet Ton
0 – 100 miles (Wasco Landfill [95.1 mi], Coffin Butte Landfill [70.5 mi], Valley land app sites [estimated])	\$ 30.73
101 – 130 miles (Moro, OR)	\$ 31.48

Proposer: Eric Thwaites, Tribeca Transport LLC  
 Authorized Signature:  8/30/2021  
 Date