



Gregory L. Geist
Director

February 24, 2022

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. - Procurement

Purpose/Outcome	Approval of Goods and Services Contract #4384 between Water Environment Services and Tribeca Transport LLC for Long-Haul Biosolids Transport and Application. \$2,000,000 through WES Operational Funds. No General Fund dollars are involved. - <i>Procurement</i>
Dollar Amount and Fiscal Impact	Up to \$400,000 per year for a maximum possible consideration of \$2,000,000.
Funding Source	WES Operating Funds. No general fund dollars.
Duration	The Agreement ends June 30, 2026.
Previous Board Action/Review	This contract was discussed at a Policy Session on October 26, 2021, Issues on December 14, 2021, and Issues on February 22, 2022.
Strategic Plan Alignment	<ol style="list-style-type: none"> 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. 2. This project supports the County Strategic Plan to build public trust through good government by realizing cost savings.
Counsel Review	Review Date: December 8, 2021 Counsel: Amanda Keller
Procurement Review	Was this project processed through Procurement? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> RFP 2021-63.
Contact Person	Greg Geist, WES Director, 503-742-4560
Contract No.	4384

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, which are currently taken to Sherman County in Central Oregon.

Beginning in 2019, 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. WES' AFSCME union representatives were invited to participate in the study and given advance drafts of the agreement to provide feedback. The final Analysis incorporates the relevant feedback from the union representatives, and its numbers are not in dispute.

The final Analysis, as updated for the RFP bids received as part of the County procurement process, indicates that WES will 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. This savings reflects primarily the reduction in the total cost per ton in transport arising from the efficiency of having a transport company handle transportation services. 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 2020 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 also 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.

Due to the then-anticipated and now-occurred retirements of two biosolids drivers, WES is uniquely positioned to make a transition in the Resource Recovery program without negatively impacting the day to day job duties of existing staff now in a way that would not have been true earlier and will not be true in the future. WES filled the retirement-created vacancies with temporary drivers and no permanent employee will have job duties reassigned, let alone lose their job, if the contract is approved. This window of opportunity is closing, however. WES' ability to maintain the temporary drivers is in significant doubt. Further, the bid solicited on behalf of WES by County Procurement and received at the end of August is now several months old, and vendor Tribeca Transport LLC has communicated that if a contract is not executed in February, that they will withdraw their bid. Therefore WES management is recommending moving forward with entering into the contract at this time.

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. \$2,000,000 through WES Operational Funds. No General Fund dollars are involved. - Procurement.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Greg Geist", with a long horizontal flourish extending to the right.

Greg Geist
Director, WES

Attachments:

- * Cake Biosolids Hauling and Disposal Costing Alternatives Analysis
- * Goods and Services Contract #4384 between Water Environment Services and Tribeca Transport LLC for Long-Haul Biosolids Transport and Application

Presented by:



February

2021

Cake Biosolids
Hauling and Disposal
Costing Alternatives
Analysis

Final Report

Prepared for:



CLACKAMAS

**WATER
ENVIRONMENT
SERVICES**

Donovan Enterprises, Inc.
9600 SW Oak Street, Suite 335
Tigard, Oregon 97223-6596
☎ 503.517.0671
www.donovan-enterprises.com





2021 Cake Biosolids Hauling and Disposal Costing Alternatives Analysis

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Executive Summary

The purpose of this cost analysis is to compare the costs Water Environment Services (WES) incurs to haul and dispose of cake biosolids to the estimated costs of hauling and disposing of the same stream of cake biosolids under a contracted service provision model. This cost analysis conforms to and meets the statutory requirements set forth in Oregon Revised Statutes §279B.30 and §279B.033 and related provisions concerning the contents of costs analyses and the conditions under which outsourcing procurements may proceed.

With the benefit of WES staff assistance, we have prepared a financial analysis that compares the net present value (NPV) of the five (5) year estimated future cash flows attributable to the two costing alternatives. In addition to the NPV analysis, we have identified and analyzed issues that may impact decision making on this issue. In Appendix A to this report, we have included relevant data sources and/or calculations that quantify to the extent possible those issues outside of the NPV analysis.

Finally, we have framed the overall biosolids costing analysis in a procedural (stepwise) fashion. Itemized below are the logical steps that have been used to complete this costing analysis:

Step 1 – The NPV Analysis

Under current conditions, we have produced a financial forecast of what it costs WES to transport and land apply cake biosolids over the next five fiscal years. The NPV of these future cash flows has been compared to the estimated five-year NPV cost of contracting the hauling and land application of cake biosolids out to private sector contractor(s).

1. This analysis is limited to the estimated costs of hauling and land applying cake biosolids.
2. Resource Recovery Program (RRP) management and WES overhead are not included in the analysis because these costs will remain regardless of who performs the cake work (WES or private sector contractors).
3. Liquids biosolids hauling costs from the Kellogg treatment plant to Tri-City treatment plant is eliminated from the analysis because they too will continue to be incurred regardless of who performs the cake work.

Step 2 – Analysis of issues that could/would impact decision making outside of “Current Conditions”

1. By contracting out the hauling and land application of cake biosolids, there is an opportunity to repurpose two (2) Biosolids Technician positions to other programs within WES operations. The direct payroll expense of these two positions in the current fiscal 2019-2020 budget is \$188,465.
2. In FY 2019-2020, RRP incurred \$28,880 in overtime in the cake biosolids hauling and land application program. If this work is contracted out, these costs could be avoided in the future.
3. If the Board chooses to contract out for cake biosolids hauling and land application services, cake program rolling stock and equipment will no longer be needed by WES. RRP staff have estimated the current salvage value on this rolling stock and equipment is \$563,242.
4. If the Board chooses to stay with the status quo and have WES staff continue to haul and land apply cake biosolids, WES will have to invest \$1,765,000 (\$1,689,433 NPV) in rolling stock and equipment over the next five years. If the Board chooses to contract out for the hauling and land application work, this cost can be avoided in the future.

5. Risk Mitigation. Insurance premiums will remain the same from outside insurance through the Special Districts Association of Oregon since it is primarily based on the size of the WES operational budget. However, contracting out for the hauling and land application of cake biosolids would materially improve safety conditions for staff and reduce WES' exposure to personal injury and accident risk. WES self-insures through the County risk pool for employment and injury matters.

Observations, Conclusions, and Recommendations on Cake Biosolids Program Costing Analysis

The NPV Analysis - Observations

Our analysis indicates the NPV of the five-year future cash flows of the WES-operated cake program amounts to \$3,599,750. The corresponding NPV of the five-year future cash flows of an outsourced cake hauling and disposal program amounts to \$2,309,661. The difference represents an NPV savings of \$1,290,089 due to contracting (i.e., outsourcing). A detailed discussion of the assumptions and calculations that were used to arrive at these values is contained in the body of this report. The summary of the NPV savings is shown below in Table 1.

Table 1 - NPV Summary

Procedural Step Description	Value
Net Present Value of cake biosolids program cost of service	\$ 3,599,750
Net Present Value of contracted biosolids hauling and disposal costs	<u>2,309,661</u>
NPV savings contracted services vs. RRP cake program cost of service	\$ 1,290,089

Issues Outside of the NPV Analysis - Observations

Repurposing of two (2) Biosolids Technicians positions – From a cost perspective, the repurposing of these two positions has no impact on the NPV analysis since the employees will continue to be employed with WES under either scenario. As we discussed above, the ability to shift these jobs to other WES priority uses would only occur if the hauling and land application of cake biosolids is outsourced. If the Board does choose to outsource this work, \$188,465 in one-time savings would accrue to the Resource Recovery Program but would show up as a corresponding increase in the program/department that takes budget responsibility for these positions. This is noted as a one-time savings to the program to describe for informational purposes the cost of the repurposed employees. The overall benefit to WES ratepayers is the redeployment of existing, trained workers to a higher priority use if outsourcing of the cake biosolids program occurs in lieu of lower service levels or rate increases to pay for a staffing increase.

Fiscal 2019-2020 cake biosolids program overtime expense – The elimination of future overtime expense can only occur if the Board chooses to outsource the cake biosolids program. In the NPV analysis, we have assumed these costs would continue over the five-year forecast horizon if WES continues to manage the program. An analysis of historical accounting records shows the cake program has incurred overtime expense, to varying degrees, on an annual basis. If the program is outsourced, the \$28,880 in cake program overtime expense incurred in fiscal 2019-2020 would be eliminated in year one of the changeover and would be a cost reduction to the Resource Recovery Program budget.

Salvage value of cake biosolids program rolling stock and equipment – The onetime recognition of \$563,242 from the sale of cake program trucks and equipment can only happen if the program is outsourced. Discussions with WES staff indicate there is an active resale market for this type of equipment, and confidence is high the equipment can be sold at auction. Any revenues received from the disposition of this equipment would be redeployed as resources to the overall WES capital improvement program.

Avoided future investments in rolling stock and equipment – Perhaps the most compelling issue outside of the NPV analysis is this avoided capital cost matter. WES' five-year capital improvement program has budgeted for \$1,765,000 (\$1,689,433 NPV) for new trucks, trailers, equipment, and appurtenances that will only be used to facilitate the operations and maintenance of the cake biosolids program. If the Board chooses to outsource the cake program, this future investment will be avoided to the benefit of WES ratepayers.

Risk mitigation – Simply stated, risk mitigation can be defined as taking steps to reduce adverse effects. In this case, outsourcing of the cake biosolids program would transfer the operational risks of the program to a willing third party via contract. Risk transference happens all the time in society. For example, numerous organizations outsource certain operations such as customer service, payroll services, etc. This can be beneficial for an organization if a transferred risk is not a core competency of that organization. It can also be used so an organization can focus more on their core competencies. We have not assigned a cost estimate to this risk mitigation issue in the costing analysis. However, this is a compelling policy issue for the Board to consider relative to the matter of outsourcing the cake biosolids program.

Conclusions

Our analysis indicates there is a significant potential for WES to recognize operational and capital savings by outsourcing the cake biosolids hauling and disposal program.

Recommendations

We recommend the Board of County Commissioners direct WES Staff to prepare and advertise a Request For Proposals (RFP) for the hauling and land application of WES' cake biosolids.

Analysis Section

Water Environment Services as a County department was created in August, 1984, to administer several county service districts formed under ORS Chapter 451. The enabling legislation establishes county service districts as independent municipal corporations authorized to provide specific services within specified boundaries in Clackamas County. The Board of County Commissioners (BOCC) is designated as the governing body with the County Administrator serving as the Administrator of the Districts.

In November of 2016, the BOCC in their capacity as directors of the Tri-City Service District (TCSD), and Clackamas County Service District No. 1 (CCSD1) created an intergovernmental partnership for the delivery of wastewater collection and treatment services. This municipal partnership is called Water Environment Services (WES). In May of 2017, that partnership agreement was amended to include the Surface Water Management Agency of Clackamas County (SWMACC). WES' formation enables more efficient and cost-effective delivery of wastewater and surface water services on a regionalized basis. At the time of formation, the BOCC created rate zones. As of today, there are three (3) rate zones within WES. Rate zone 1 is coterminous with the boundaries of TCSD. Rate zone 2 is coterminous with the boundaries of CCSD1, and rate zone 3 is coterminous with SWMACC.

Today WES provides wastewater management services to over 190,000 people in urbanized Clackamas County and operates four wastewater treatment plants; three of these plants produce biosolids. The Tri-City Water Pollution Control Plant (WPCP) located in Oregon City, serves the cities of Gladstone, Oregon City, and West Linn. The Kellogg Creek WPCP located in Milwaukie, serves Happy Valley, unincorporated North Clackamas County and wholesale customers in the City of Milwaukie and Johnson City. The Hoodland Sewage Treatment Plant (STP), located in Welches serves the Mt. Hood Recreational Corridor of Clackamas County. Finally, the Boring STP serves the community of Boring. WES operates the plants and manages a biosolids program that produces a Class B biosolids product. Pathogen and vector attraction reduction of the Class B biosolids are accomplished through aerobic and anaerobic digestion.

Current operating conditions of the cake biosolids program

All cake biosolids that are designated for disposal and/or land application in Sherman County originate at the Tri-City plant. The Tri-City plant is designed to process and dewater biosolids. The plant is equipped with a primary and back-up centrifuge. There is a truck rack and loading facility to accommodate cake material transfer. Finally, under current conditions all of the Tri-City cake biosolids are transported to Sherman County for land application, with no tipping fee. The Sherman County lands authorized by WES are approximately 131 miles east of the Tri-City plant (via I-84). In situations where land application cannot be accomplished, the material is diverted to local municipal landfills (i.e., the Wasco County landfill in The Dalles) and used as landfill daily cover (at a reduced disposal rate).

As discussed above, WES also owns and operates three (3) other wastewater treatment plants; Kellogg, Hoodland, and Boring. Only Kellogg and Hoodland produce biosolids on a regular basis. Boring consists of two aerated lagoons in series, two sand filters, and a chlorine disinfection system. This facility was built in 1984, and waste sludge has been pumped from the lagoons only four times since the plant first opened. The cumulative amount of sludge that has been hauled from this facility has totaled approximately 60,000 gallons. By contrast, in fiscal 2019-20, Kellogg produced approximately 27,000 gallons of biosolids per day.

Hoodland does produce biosolids on a regular basis at a rate of about 1,500 gallons per day. This production is stored in the plant's anaerobic digester. Every five or six weeks, about 60,000 gallons of biosolids are pumped out of the digester through a standpipe for truck loading. This aqueous material is then trucked to Kellogg and pumped into that facility's digesters for storage, processing, and disposal.

Kellogg does not have a dedicated biosolids dewatering and handling facility at the footprint of the plant site, although the current 5-year capital improvement plan identifies these improvements to be made during that time. All aqueous biosolids produced at Kellogg are trucked to the Tri-City plant for further processing (via centrifugal dewatering). Once dewatered at the Tri-City facility, the finished Kellogg biosolids are reduced to a cake material that is loaded into transfer trailers and trucked to the lands controlled by WES in Sherman County, Oregon for land application. Hauling and land application of all WES cake biosolids is done by dedicated WES personnel.

Current, Future, and NPV Costs of the Cake Biosolids Program

As discussed in the executive summary of this report, the purpose of this cost analysis is to compare the costs WES incurs to haul and dispose of cake biosolids to the estimated costs of hauling and disposing of the same stream of cake biosolids under a contracted services model. The first analytic step in that process is to identify the current costs of the WES-operated cake program and to extrapolate those costs over a five-year forecast horizon. When the future cash flows of the WES-operated cake program are developed, the future stream of cash outflows in nominal dollars is discounted back to current (i.e., real) dollars to arrive at the present value cost for this alternative. In lay terms, the net present value cost of the WES-operated alternative represents the amount of money that would be invested today in lump sum to fund the total 5-year cash flow requirements of the WES-operated cake program.

The key element in this discounting process is the discount rate. Simply put, the discount rate is the rate of return used in a discounted cash flow analysis to determine the present value of future cash flows. The formula for this present value analysis is shown below:

$$NPV = \sum_{n=0}^N \frac{C_n}{(1+r)^n}$$

In our discounted cash flow analysis for the alternatives, the sum of all future cash flows (C) over the 5-year holding period (N), is discounted back to the present using a rate of return (r). This rate of return (r) in the above formula is the discount rate. In both alternatives, we have chosen a discount rate of 0.93% which represents the implied cost of capital to WES. This rate is also the yield on the ten (10) year United States Treasury Note at the close of business on December 31, 2020. If the reader wishes to verify this data, the link to the United States Treasury's yield tracking web site is:

<https://www.treasury.gov/resource-center/data-chart-center/interest-rates/Pages/TextView.aspx?data=yieldYear&year=2017>

The current costs of the WES-operated cake biosolids program are for the fiscal year 2019-2020. Since WES does not budget and track costs for this work as a discrete business unit, we prevailed upon the expertise of Resource Recovery Program and Finance Department staff to capture these costs. With the benefit of their expertise, we have concluded the cake program's direct costs in fiscal 2019-2020 amounted to \$653,884; \$432,081 from beneficial reuse program (object code 45200), and \$221,803 from the solid disposal program (object code 45450).

With the current program costs calculated, the next step was to extrapolated those costs, by line item, over the five-year forecast. To achieve this, the historical line-item costs were inflated by 1.74% (i.e., CPI-U, all items West – Class B/C, all urban, series id: CUURN400SA0, 12 months ended December 31, 2020) for all non-WES labor items, and 6.0% for WES labor as used in County budget planning. Although we initially deemed the six percent WES labor inflation factor too high, upon analysis and review we found it corresponds to actual experience over the last three years. As a sensitivity analysis, the same calculation

was run using the 5-year average of 4.5%. Under that set of assumptions, the NPV of the cake biosolids program cost of service is \$3,536,430, which is \$63,320 less. Given this, the assumption on the rate of labor cost inflation does not have a material impact on the outcome of the analysis. Table 2 contains the three and five-year historical experience of WES labor increases.

Table 2 - Historical Percentages Increases in WES Labor Costs

COUNTY PAYROLL BY CATEGORY	2020/21	2019/20	2018/19	2017/18	2016/17	2015/16	
SALARY	9,053,915	8,570,113	8,165,035	7,475,503	7,259,058	7,216,935	
SUPPLEMENTAL	193,734	195,238	182,558	175,045	158,569	128,989	
HEALTH	2,360,730	2,251,368	2,254,056	2,002,158	1,883,910	1,939,890	
PENSION	2,588,792	2,473,050	1,987,730	1,836,483	1,578,770	1,578,783	
DISABILITY	26,880	26,160	26,400	22,680	22,680	23,544	
LIFE INSURANCE	18,456	18,216	18,216	19,890	17,448	17,448	
OTHER	98,112	198,000	186,120	109,620	40,320	41,856	
STATUTORY	765,972	727,633	691,958	636,351	621,105	612,882	
TOTAL	15,106,591	14,459,778	13,512,073	12,277,730	11,581,860	11,560,327	
FTE	111.75	109.75	109.75	104.75	104.75	108.75	
PAYROLL COMPONENT PER FTE	2020/21	2019/20	2018/19	2017/18	2016/17	2015/16	
SALARY	81,019	78,088	74,397	71,365	69,299	66,363	
SUPPLEMENTAL	1,734	1,779	1,663	1,671	1,514	1,186	
HEALTH	21,125	20,514	20,538	19,114	17,985	17,838	
PENSION	23,166	22,533	18,111	17,532	15,072	14,518	
DISABILITY	241	238	241	217	217	216	
LIFE INSURANCE	165	166	166	190	167	160	
OTHER	878	1,804	1,696	1,046	385	385	
STATUTORY	6,854	6,630	6,305	6,075	5,929	5,636	
TOTAL	135,182	131,752	123,117	117,210	110,568	106,302	
% CHANGE FROM PRIOR YEAR PER FTE	2020/21	2019/20	2018/19	2017/18	2016/17	2015/16	3 YEAR AVG
SALARY	3.8%	5.0%	4.2%	3.0%	4.4%	4.1%	4.3%
SUPPLEMENTAL	-2.5%	7.0%	-0.5%	10.4%	27.7%	8.4%	1.3%
HEALTH	3.0%	-0.1%	7.5%	6.3%	0.8%	3.5%	3.4%
PENSION	2.8%	24.4%	3.3%	16.3%	3.8%	10.1%	10.2%
DISABILITY	1.3%	-1.2%	11.1%	0.0%	0.5%	2.3%	3.7%
LIFE INSURANCE	-0.6%	0.0%	-12.6%	13.8%	4.4%	1.0%	-4.4%
OTHER	-51.3%	6.4%	62.1%	171.7%	0.0%	37.8%	5.7%
STATUTORY	3.4%	5.2%	3.8%	2.5%	5.2%	4.0%	4.1%
TOTAL % CHANGE FROM PRIOR YEAR	2.6%	7.0%	5.0%	6.0%	4.0%	4.9%	4.9%
COUNTY PAYROLL CATEGORY DESCRIPTIONS							
SALARY	Annual Wages with COLA and merit increase included						
SUPPLEMENTAL	Add to paid, such as longevity, Insurance opt out, and Deferred Comp						
HEALTH	Medical and Dental Premium and EAP/Wellness						
PENSION	PERS						
DISABILITY	Disability						
LIFE INSURANCE	Life Insurance						
OTHER	Benefit Administration Fee						
STATUTORY	Employer Social Security and Medicare match and employer Tri-met						

As important as it is to discuss what costs and forecast assumption have gone into the calculation of the WES-operated cake program costs, we feel it is equally important to discuss what we have left out of the calculations. Specifically, Resource Recovery Program management and WES overhead are not included in the analysis because these costs will remain regardless of who performs the cake work (WES or private

sector contractors). We have also eliminated and liquids biosolids hauling costs from Kellogg to Tri-City because they too will continue to be incurred regardless of who performs the cake work.

With the five-year forecast of WES-operated cake program nominal costs completed, the last step is to discount that stream of future costs back to a net present value. Those calculations are contained in Table 3.

Table 3 - NPV of the Current WES Cake Program

	Line Item	Actual 2020	Inflation Factor	For the Fiscal Year Ended June 30				
				Estimated		Forecast		
				2021	2022	2023	2024	2025
Present Value Index				1	2	3	4	
45200 Biosolids - Beneficial Reuse								
421100 OFFICE AND ADMINISTRATIVE SUPPLIES	1.74%	-	-	-	-	-	-	
422800 SAFETY TRAINING & SUPPLIES	1.74%	-	-	-	-	-	-	
424000 REPAIRS & MAINT SUPPLIES	1.74%	-	-	-	-	-	-	
424600 VEHICLE MATERIALS & SUPPLIES	1.74%	-	-	-	-	-	-	
427000 BIOSOLIDS AND SLUDGE REMOVAL	1.74%	24,968	25,846	26,297	26,755	27,221		
431750 LABORATORY SERVICES	1.74%	4,523	4,682	4,764	4,847	4,931		
431910 WES LABOR	6.00%	251,297	282,358	299,299	317,257	336,292		
433100 TRAVEL AND MILEAGE	1.74%	-	-	-	-	-	-	
438320 VEHICLE & EQUIPMENT RENTAL	1.74%	-	-	-	-	-	-	
438330 EQUIPMENT POOL RENTAL	1.74%	151,293	156,613	159,343	162,121	164,947		
45450 Solids Disposal								
424600 VEHICLE MATERIALS & SUPPLIES	1.74%	-	-	-	-	-	-	
427000 BIOSOLIDS AND SLUDGE REMOVAL	1.74%	155,305	160,766	163,568	166,419	169,320		
431910 WES LABOR	6.00%	66,498	74,717	79,200	83,952	88,989		
438330 EQUIPMENT POOL RENTAL	1.74%	-	-	-	-	-	-	
Resource Recovery Cost of Service (nominal)		653,884	704,982	732,471	761,351	791,700		
Present value of annual future cake biosolids program cost of service		678,810	698,486	719,035	740,498	762,921		
Net Present Value of cake biosolids program cost of service		3,599,750						

Estimated Future and NPV Costs of an Outsourced Cake Biosolids Program

In the Portland/Salem metropolitan areas, most large wastewater management agencies contract out for the hauling and land application of their cake biosolids. In the case of Portland's Bureau of Environmental Services (BES) and Clean Water Services of Washington County (CWS), this outsourcing has been going on for over twenty years. WES is somewhat unique in doing this work in-house.

To develop a cost profile for an outsourcing strategy, we contacted management at BES, CWS, and the City of Salem. All three of these agencies have some of their cake biosolids applied to lands in Sherman County. In the case of BES, last year they applied 27,935 wet tons of cake biosolids on Sherman County lands that are directly adjacent to the lands where WES applies its cake biosolids. In fact, the BES and WES application sites are all owned by the same Sherman County farmer. In addition to getting information on the logistics and inner workings of these three agencies' cake programs, we also secured copies of the current hauling and land application contracts for each agency.

In all cases, the economics of the contracts are predicated on a dollars per wet ton hauled and applied basis. In the case of BES, they have one master contract for hauling and land application. In the case of CWS and Salem, there are separate contracts for hauling and land application. Another important feature of the BES and CWS contracts concerns fuel costs. In these two cases, B-5 diesel fuel is supplied by the contracting agency to the contractor either by a card lock fueling arrangement or direct tanker shipment of bulk fuel to the contractor's truck terminal. In the case of Salem, fuel is included in the contracted hauling rate (also expressed in dollars per wet ton).

We have summarized the operational and economic aspects of the BES, CWS, and Salem cake programs in Table 4. Also, Table 4 has a proforma column for WES if they contracted out for cake biosolids hauling and land application services.

Table 4 - Summary of Neighboring Agencies' Cake Biosolids Economics and a Proforma Analysis for WES

	Portland (BES)	Clean Water Services	Salem	Proforma Water Environment Services
Agency Contacts:				
Contractor(s):				
Cake Biosolids Hauling	Sutton Trucking, LLC	Tribeca Transport LLC	Horner Enterprises	
Contractor location	Wood Village, Oregon	Woodland, Washington	Sweet Home, Oregon	
Rolling stock configuration	Trailer Dump/Pup	Trailer Dump/Pup & Walking Floor Conveyor	Trailer Dump/Pup	
Cake Biosolids Land Application Contractor	Madison Biosolids, Inc.	Tribeca Transport LLC	Goodman Sanitation	
Contractor location	Echo, Oregon	Woodland, Washington	Troutdale, Oregon	
Contract pricing and operating statistics:				
Hauling and application cost per wet ton:				
Effective date of current five (5) year contract	April 29, 2019	June 30, 2019	July 1, 2018	
Hauling only	-	\$17.51	\$28.75	
Land application only	-	8.02	\$22.90	
Combined hauling and land application	\$27.07	\$25.53	\$51.65	\$32.48
Fuel price per wet ton calculations:				
Wet tones per load	35	30	32	32
Gallons of fuel consumed per round trip to Sherman Co.	55	68	Fuel included in haul fee	53
Fuel specification	B5 Biodiesel	B5 Biodiesel	Up to Hauling Contractor	
Assumed wholesale price of B5 Biodiesel per gallon	\$3.50	\$3.50	\$3.50	\$3.50
Calculated fuel price per wet ton	\$5.50	\$7.93		\$5.80
Total contract Costs:				
Hauling		\$17.51	\$28.75	
Land application		\$8.02	\$22.90	
Subtotal hauling and land application	\$27.07	\$25.53	\$51.65	\$32.48
Fuel cost per wet ton	\$5.50	\$7.93	\$0.00	\$5.80
Total hauling, land application, and fuel cost per wet ton	\$32.57	\$33.46	\$51.65	\$38.28
Estimated annual tons of biosolids hauled and land applied	27,935	32,848	7,300	11,263
Estimated total cost of hauling and land application in Sherman Co.	<u>\$909,843</u>	<u>\$1,099,204</u>	<u>\$377,045</u>	<u>\$431,157</u>

The key planning assumptions that we used to arrive at a proforma “fully loaded” fee per wet ton for WES are as follows:

- In fiscal 2018-2019, WES hauled and land applied 11,263 wet tones of cake biosolids on Sherman County lands. We have assumed this tonnage figure will grow by 5.9% over the next five years (i.e., 1.18% per year). The historical tonnage and growth forecast were provided by Resource Recovery Program management personnel.
- Since BES applies some of their biosolids on land directly adjacent to the WES lands in Sherman County, we assumed WES could secure a hauling and land application contract on terms similar to those enjoyed by BES. However, we also recognize that WES will be contracting for about one-third of the BES volume. To account for the lower volume, we have assumed WES would have to incur a 20% price premium vs. the BES contracted rate. As of December, 2019, the BES combined hauling and land application rate was \$27.07 per wet ton. Our proforma rate for WES is \$32.48 per wet ton.
- We have assumed WES will hire a contractor that utilizes the most efficient truck hauling configuration to achieve 32 wet tons per load, on par with BES, CWS, and Salem. We have also assumed WES will be providing B-5 biodiesel to the contractor with a fuel consumption rate of 53 gallons per load (i.e., 263 miles per round trip at a fuel consumption rate of 5 miles per gallon). For this analysis, we have assumed a wholesale B-5 biodiesel cost of \$3.50 per gallon to WES.
- The total proforma wet ton hauling and land application fee for WES is \$38.28 (\$32.48 for hauling and application plus a fuel fee of \$5.80).

With a proforma starting point in hand, the next step in the outsourcing NPV analysis is to develop a five-year cash flow forecast. We started with the fully loaded wet ton hauling and application rate of \$38.28, and inflated it by 1.74%, the current CPI-U West -Size Class B/C. This is the inflation factor used in the BES and CWS contracts. In addition to the “rate” inflation, we also took into account the “volume” inflation of 1.18% per year over the five-year forecast horizon. The resulting stream of future costs and the NPV of the discounted cash flows is shown in Table 5.

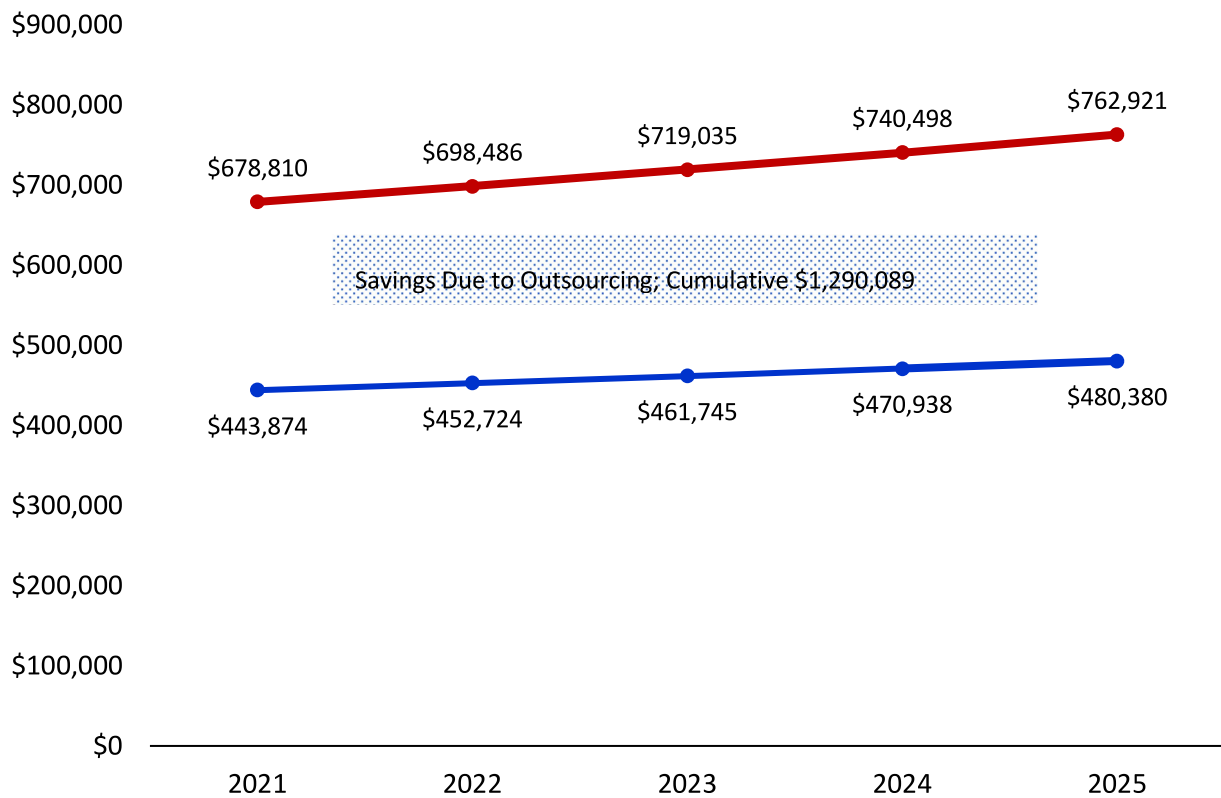
Table 5 - NPV of the Proforma Contracted WES Cake Program

	Line Item	For the Fiscal Year Ended June 30							
		Actual 2020	Inflation Factor	Estimated				Forecast	
				2021	2022	2023	2024	2025	
Present Value Index			-	1	2	3	4		
Estimated Hauling and land application fee - \$/wet ton	\$ 38.28	1.74%	38.95	39.63	40.32	41.02	41.74		
Total wet tons of biosolids hauled and land applied	11,263	1.18%	11,396	11,530	11,666	11,804	11,943		
Total contract cost of biosolids hauling and land application			443,874	456,934	470,373	484,200	498,501		
Present value of annual contracted biosolids hauling and disposal costs			443,874	452,724	461,745	470,938	480,380		
Net Present Value of contracted biosolids hauling and disposal costs			2,309,661						

Estimated NPV Savings Due to an Outsourced Cake Biosolids Program

Our analysis indicates the NPV of the five-year future cash flows of the WES-operated cake program amounts to \$3,599,750. The corresponding NPV of the five-year future cash flows of an outsourced cake hauling and disposal program amounts to \$2,309,661. The difference represents an NPV savings of \$1,290,089 due to contracting out the work (i.e., outsourcing). Over the five-year forecast, this represents an annual present value savings to WES ratepayers of \$258,018. Figure 1 shows graphically the annual present value savings due to proforma outsourcing.

Figure 1 - Annual PV Costs of the Current Cake Program vs. Proforma Outsourcing



Appendix A – Data Sources and Calculations Outside of the NPV Analysis

Repurposing of two (2) Biosolids Technicians positions – In our report we stated there could be a one-time savings to the Resource Recovery Program of \$188,465 due to the repurposing of two (2) Biosolids Technicians positions. The per position cost for fiscal 2020-2021 is \$94,232.61. We have assumed these positions would be Biosolids Technicians 1. A definition of this position is as follows:

Biosolids Technician 1

CLACKAMAS COUNTY

CLASSIFICATION NO. 788
Established: 08/78
Revised: 07/94; 08/09
Re-titled: 02/16
FLSA: Non-Exempt
EEO: 8

Class Characteristics

Under general supervision, to operate medium and heavy trucks, including tank truck with four-wheel trailer; to operate solids handling equipment; to operate spray equipment to apply biosolids to agricultural land; and to do other work as required.

Distinguishing Characteristics

The Department of Water Environment Services manages and operates the County's utility service districts, including sewerage facilities, collection systems, pumping stations, treatment plants and surface water management.

The Biosolids Technician 1 operates heavy duty diesel truck and trailer combinations to load, haul and unload liquids and dewatered biosolids for reuse at agricultural sites. Incumbents also load, haul and unload solid waste grit and screenings to landfills and operates solids handling equipment to prep biosolids.

The Biosolids Technician 1 differs from other truck driving or equipment operator classifications which do not handle biosolids. It also differs from the Biosolids Technician 2 that schedules personnel and equipment and makes final inspections of application sites, and also differs from the Environmental Program Coordinator which solicits disposal sites, serves as liaison with regulatory agencies and carries oversight responsibility for the reuse programs.

Fiscal 2019-2020 cake biosolids program overtime expense – Shown below in Table 6 are the source documents and calculations that were used to arrive at actual fiscal 2019-2020 cake program overtime expense.,

Table 6 - Derivation of Actual Fiscal 2019-2020 Cake Biosolids Overtime Expense

**Summary of Resource Recovery Program FY 2019-20 Payroll
Activity Codes 45200, 45218, 45450, 45900, 46900, and 48900**

By Activity Code, Position Type, and Pay Type	Adjustments based on FY 2018/19 Liquid/Cake Hauling Proportions					
	FY 2019-20 Totals		Adjustments for Liquids, etc.		Adjusted Totals - Cake Labor	
	Hours	Expense	Hours	Expense	Hours	Expense
45200 Biosolids - Beneficial Reuse - Labor Detail						
BATS Positions - OT	850.50	\$ 53,981.64	(568.00)	(36,051.23)	282.50	17,930.41
BATS Positions - Regular	6,493.50	356,930.09	(2,920.00)	(160,504.48)	3,573.50	196,425.61
Other Positions - OT	331.00	25,379.76	(317.00)	(24,306.30)	14.00	1,073.46
Other Positions - Regular	812.75	49,852.00	(228.00)	(13,984.94)	584.75	35,867.06
Total 45200	8,487.75	\$ 486,143.49	(4,033.00)	\$ (234,846.95)	4,454.75	\$ 251,296.54
45218 Biosolids-Fleet Management - Labor Detail						
BATS Positions - OT	16.00	\$ 753.10	(16.00)	(753.10)	-	-
BATS Positions - Regular	61.50	3,413.15	(61.50)	(3,413.15)	-	-
Other Positions - OT	2.00	-	(2.00)	-	-	-
Other Positions - Regular	-	-	-	-	-	-
Total 45218	79.50	\$ 4,166.25	(79.50)	\$ (4,166.25)	-	\$ -
45450 Solids Disposal - Labor Detail						
BATS Positions - OT	2.50	\$ 180.01	-	-	2.50	180.01
BATS Positions - Regular	214.00	11,600.26	-	-	214.00	11,600.26
Other Positions - OT	119.00	9,696.52	-	-	119.00	9,696.52
Other Positions - Regular	718.50	45,020.88	-	-	718.50	45,020.88
Total 45450	1,054.00	\$ 66,497.67	-	\$ -	1,054.00	\$ 66,497.67
45900 Biosolids - Program Mgmt - Labor Detail						
BATS Positions - OT	7.00	\$ 174.00	(7.00)	(174.00)	-	-
BATS Positions - Regular	57.50	3,158.79	(57.50)	(3,158.79)	-	-
Other Positions - OT	45.00	2,099.16	(45.00)	(2,099.16)	-	-
Other Positions - Regular	3,514.50	251,837.25	(3,514.50)	(251,837.25)	-	-
Total 45900	3,624.00	\$ 257,269.20	(3,624.00)	\$ (257,269.20)	-	\$ -
46900 Energy Program Mgmt						
BATS Positions - OT	-	\$ -	-	-	-	-
BATS Positions - Regular	-	-	-	-	-	-
Other Positions - OT	0.50	-	(0.50)	-	-	-
Other Positions - Regular	11.00	804.95	(11.00)	(804.95)	-	-
Total 46900	11.50	\$ 804.95	(11.50)	\$ (804.95)	-	\$ -
48900 Resource Recovery Admin - Labor Detail						
BATS Positions - OT	2.50	\$ 145.84	(2.50)	(145.84)	-	-
BATS Positions - Regular	15.50	842.28	(15.50)	(842.28)	-	-
Other Positions - OT	-	-	-	-	-	-
Other Positions - Regular	12.00	883.53	(12.00)	(883.53)	-	-
Total 48900	30.00	\$ 1,871.65	(30.00)	\$ (1,871.65)	-	\$ -
Totals	13,286.75	816,753.21	(7,657.00)	(492,116.15)	5,508.75	317,794.21

Cake hauling overtime expense \$ 28,880.40

Salvage value of cake biosolids program rolling stock and equipment – The onetime recognition of \$563,242 from the sale of cake program trucks and equipment can only happen if the program is outsourced. Itemized in Table 7 are the pieces of equipment in question, and their assumed salvage values as of December, 2019 (per WES Staff estimates).

Table 7 - Estimated Salvage Value of Cake Biosolids Program Rolling Stock and Equipment

Equip Number	Year	Equipment Description	Equip Use	Acq Est Value	Costs or Rplc Yr	Expct	Future Repl Cost Estimate	Status	Present Value -		
									Replacement	Future Replacement	
E898407	1989	Converto Trailers	Cake	\$90,000	2024	2024	\$225,000	Run-to-failure before replacement	\$185,112	\$9,000	
E898408	1989	Converto Trailers	Cake	\$90,000	2024	2024	\$225,000	Run-to-failure before replacement	\$185,112	\$9,000	
E898409	1989	Converto Trailers	Cake	\$90,000	2024	2024	\$225,000	Run-to-failure before replacement	\$185,112	\$9,000	
E898410	1989	Converto Trailers	Cake	\$90,000	2024	2024	\$225,000	Run-to-failure before replacement	\$185,112	\$9,000	
E038310	2003	Freightliner Fifth Wheel	Cake	\$160,498	2018	2018	\$225,000	To replace	\$248,060	\$16,050	
E038311	2004	Freightliner Fifth Wheel	Cake	\$160,498	2018	2018	\$225,000	To replace	\$248,060	\$16,050	
E068332	2006	Freightliner Fifth Wheel	Cake	\$169,000	2022	2022	\$250,000	To replace	\$226,759	\$16,900	
E098393	2009	John Deere 9230 Tractor	Cake	\$149,900	2029	2029	\$250,000	To replace	\$161,159	\$14,990	
E118352	2011	Caterpillar Front End Loader	Cake	\$74,805	2026	2026	\$125,000	To replace	\$93,282	\$7,481	
E138364	2013	Freightliner Dumpbox Trailer	Cake	\$71,420	2030	2030	\$135,000	To replace	\$82,886	\$21,426	
E138374	2013	Caterpillar Front End Loader	Cake	\$171,437	2028	2028	\$275,000	To replace	\$186,137	\$51,431	
E148363	2014	Freightliner Dump Tractor	Cake	\$172,637	2030	2030	\$260,000	To replace	\$159,625	\$69,055	
E188423	2018	Columbia PUP Trailer	Cake	\$106,705	2033	2033	\$190,000	To replace	\$100,770	\$85,364	
E198422	2019	Freightliner Dump Truck	Cake	\$189,169	2033	2033	\$275,000	To replace	\$145,848	\$170,252	
E198434	2019	Kuhn Spreader	Cake	\$64,715	2034	2034	\$125,000	To replace	\$63,143	\$58,244	
Total							15	\$3,235,000		\$2,456,178	\$563,242
Cake							15	\$3,235,000		\$2,456,178	\$563,242
Liquid							0	\$0		\$0	\$0
Admin							0	\$0		\$0	\$0

Disclaimer: vehicles listed in this table represent a current inventory of Biosolids vehicles and does not include any operational decision on what should or should not be replaced. In addition, when equipment is replaced, the new equipment specifications/type may differ from the original equipment depending on what is required to best meet the current operational needs.

How to read table:

Equip number--identification number with first two digits of equip no. representing year of acquisition last two digits
 Year--model year of equipment

Equipment description--Make, model and type equipment

Equip use--category of principle use

Acq cost or est value--cost of acquisition or est value at acquisition

Exp Repl Year--expected year of replacement based on expected life expectancy, except for run to failure which could be considerably longer

Future Repl Cost Est--estimated cost of replacing equipment with similar equipment purchased new

Status--future status to replace at end of economic or mechanical viability or operate run to failure when the equipment can no longer be repaired

Present Value -Future Replacement--PV of future replacement cost

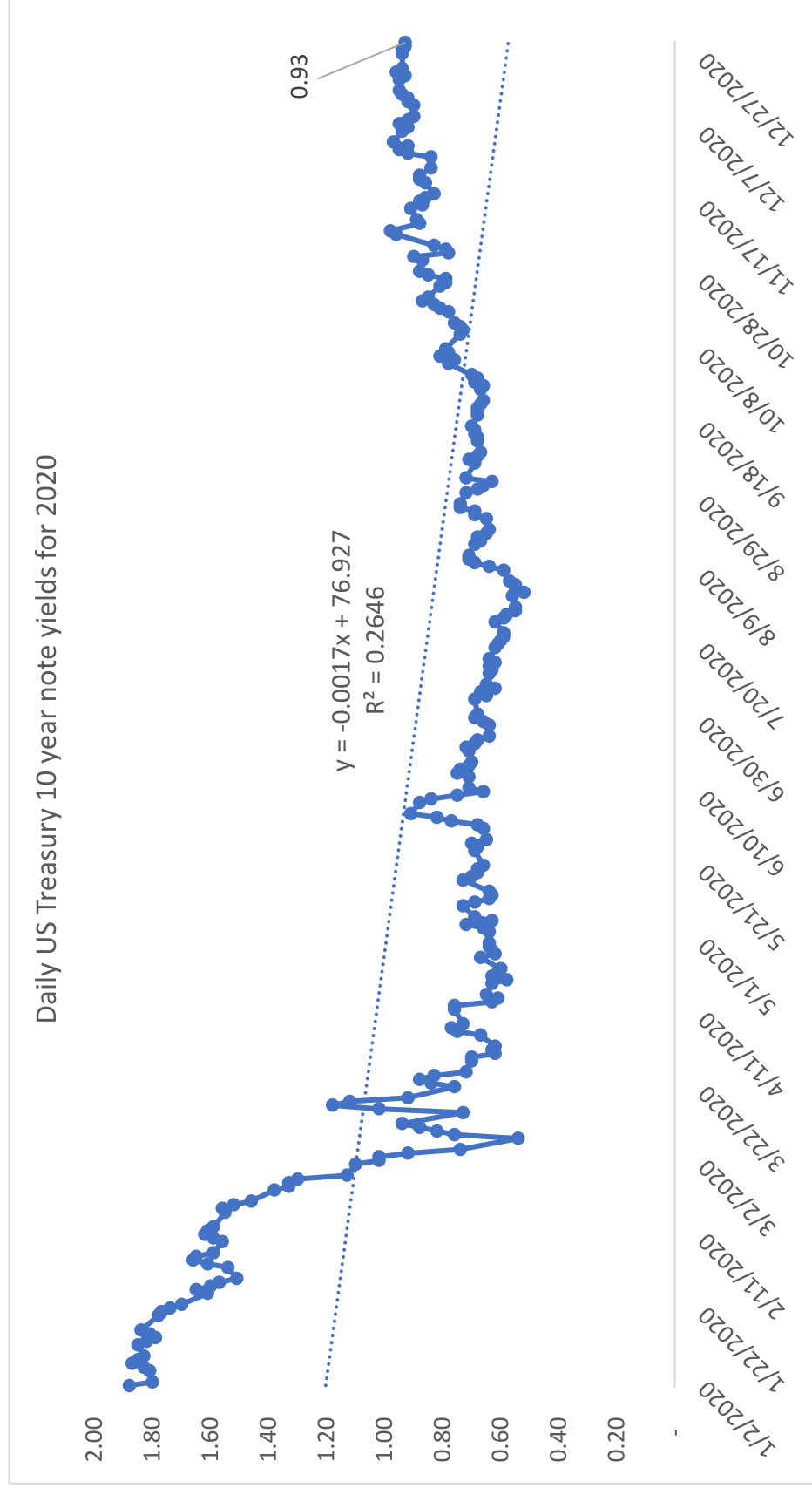
Current Salvage Estimate--estimate of salvage value at the end of economic or mechanical viability or when equipment can no longer be repaired represented at 10% of Acq value

Avoided future investments in rolling stock and equipment – WES’ five-year capital improvement program has budgeted for \$1,765,000 (\$1,689,433 NPV) for new trucks, trailers, equipment, and appurtenances that will only be used to facilitate the operations and maintenance of the cake biosolids program. Table 8 contains the future cash flows for this capital replacement plan.

Table 8 - Resource Recovery Program Budgeted Capital Replacement Program Costs

Year	Nominal Values			Present Values				
	Cake	Liquid	Admin	Total	Cake	Liquid	Admin	Total
2018	-	-	-	-	-	-	-	-
2019	-	-	-	-	-	-	-	-
2020	450,000	400,000	-	850,000	450,000	400,000	-	850,000
2021	-	-	-	-	-	-	-	-
2022	375,000	350,000	-	725,000	362,140	337,998	-	700,138
2023	40,000	-	-	40,000	37,960	-	-	37,960
2024	900,000	-	-	900,000	839,333	-	-	839,333
2025	-	-	-	-	-	-	-	-
2026	-	400,000	-	400,000	-	360,245	-	360,245
2027	-	-	-	-	-	-	-	-
2028	280,500	-	-	280,500	243,959	-	-	243,959
2029	325,000	200,000	-	525,000	277,773	170,937	-	448,710
2030	395,000	800,000	-	1,195,000	331,762	671,922	-	1,003,684
2031	-	200,000	-	200,000	-	165,075	-	165,075
2032	-	-	-	-	-	-	-	-
2033	465,000	-	-	465,000	370,639	-	-	370,639
Ten Year	\$ 3,230,500	\$ 2,350,000	\$ -	\$5,580,500	\$ 2,913,565	\$ 2,106,177	\$ -	\$ 5,019,742
Five Year	\$ 1,765,000	\$ 750,000	\$ -	\$2,515,000	\$ 1,689,433	\$ 737,998	\$ -	\$ 2,427,431

United States Department of the Treasury
Daily Yields on US Treasury Securities – 10 Year Notes



Consumer Price Index Data – Source Bureau of Labor Statistics

**CPI for All Urban Consumers (CPI-U)
Original Data Value**

Series Id: CUURN400SA0
 Not Seasonally Adjusted
 Series Title: All items in West - Size Class B/C, all urban
 Area: West - Size Class B/C
 Item: All items
 Base Period: DECEMBER 1996= 100
 Years: 2011 to 2021

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2011	134.917	135.826	137.200	138.174	138.598	138.269	138.128	138.171	138.564	138.696	138.411	138.017	137.748	137.164	138.331
2012	138.465	138.997	140.235	140.619	140.834	140.375	139.645	139.971	140.600	140.847	140.287	139.768	140.054	139.921	140.186
2013	139.865	141.072	141.573	141.788	141.838	141.805	141.940	142.228	142.277	141.954	141.736	141.751	141.652	141.324	141.981
2014	141.998	142.120	142.813	143.077	144.253	144.522	144.435	144.317	144.506	144.214	143.398	142.669	143.527	143.130	143.923
2015	142.022	143.005	143.887	144.426	145.346	145.198	144.917	144.752	144.507	144.379	143.595	143.398	144.119	143.981	144.258
2016	143.932	144.128	144.264	145.128	145.942	145.866	145.850	145.829	146.130	146.328	146.004	145.918	145.443	144.877	146.010
2017	146.469	147.451	147.880	148.496	148.789	148.792	148.691	149.255	149.954	150.336	150.003	149.920	148.836	147.980	149.693
2018	150.564	151.200	151.702	152.350	153.201	153.546	153.464	153.797	154.158	154.729	154.625	154.228	153.130	152.094	154.167
2019	154.328	154.671	155.178	156.523	157.488	157.564	157.465	157.654	157.738	158.635	158.482	158.496	157.019	155.959	158.078
2020	158.599	159.183	159.129	158.824	158.301	158.857	159.752	160.528	160.846	161.141	161.069	160.840	159.756	158.816	160.696
2021	161.199														

Percent change for the 12 months ended 2020 vs 2019: 1.7431%



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.

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 12/2/2021
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

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
Land Application Tractors: (Spreader Power Units)							
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
Loaders: (Loading Biosolids)							
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
Land Application Spreaders							
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
Land Application Support Equipment :							
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
Total hauling assets available for this contract						9	

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

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

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

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

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 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

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.

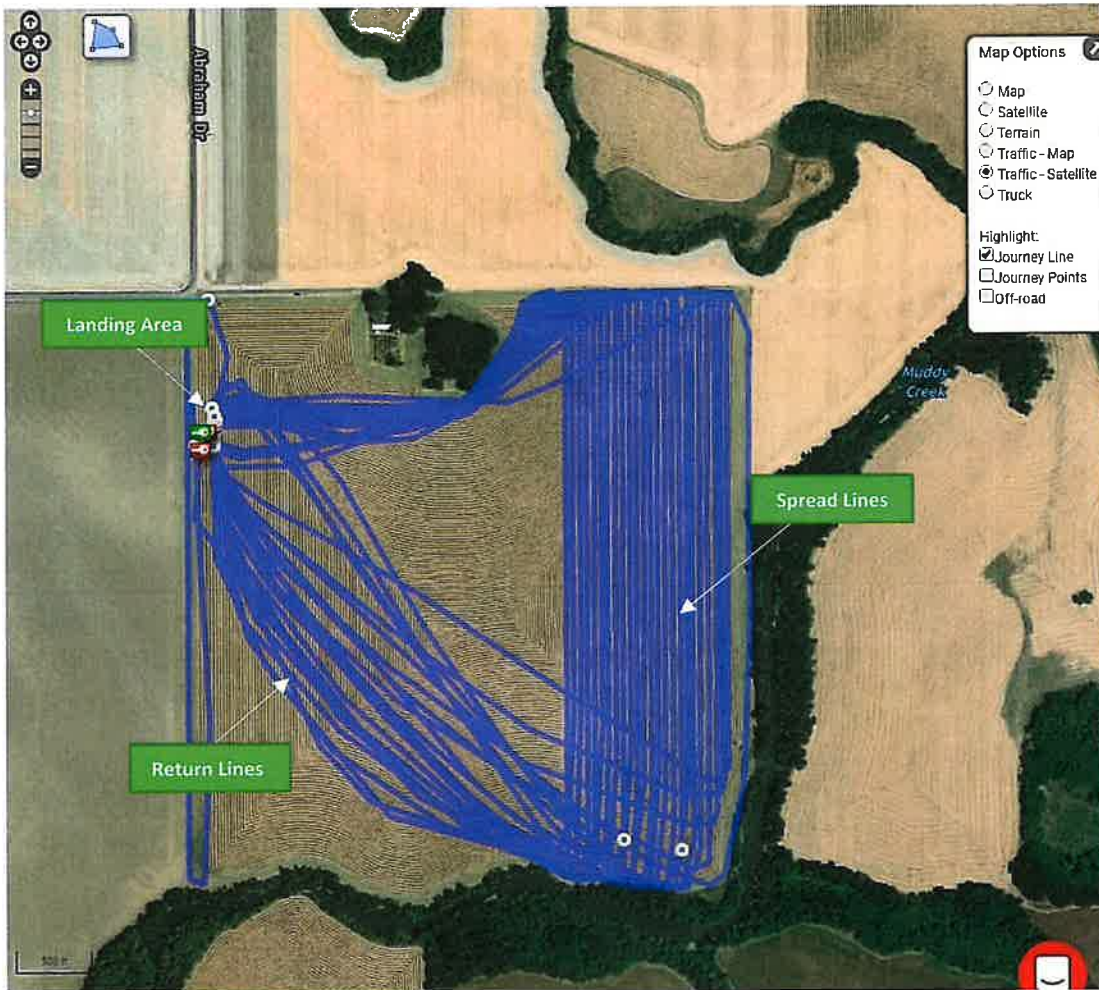


Exhibit – A: Application Map's (Continued)

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.

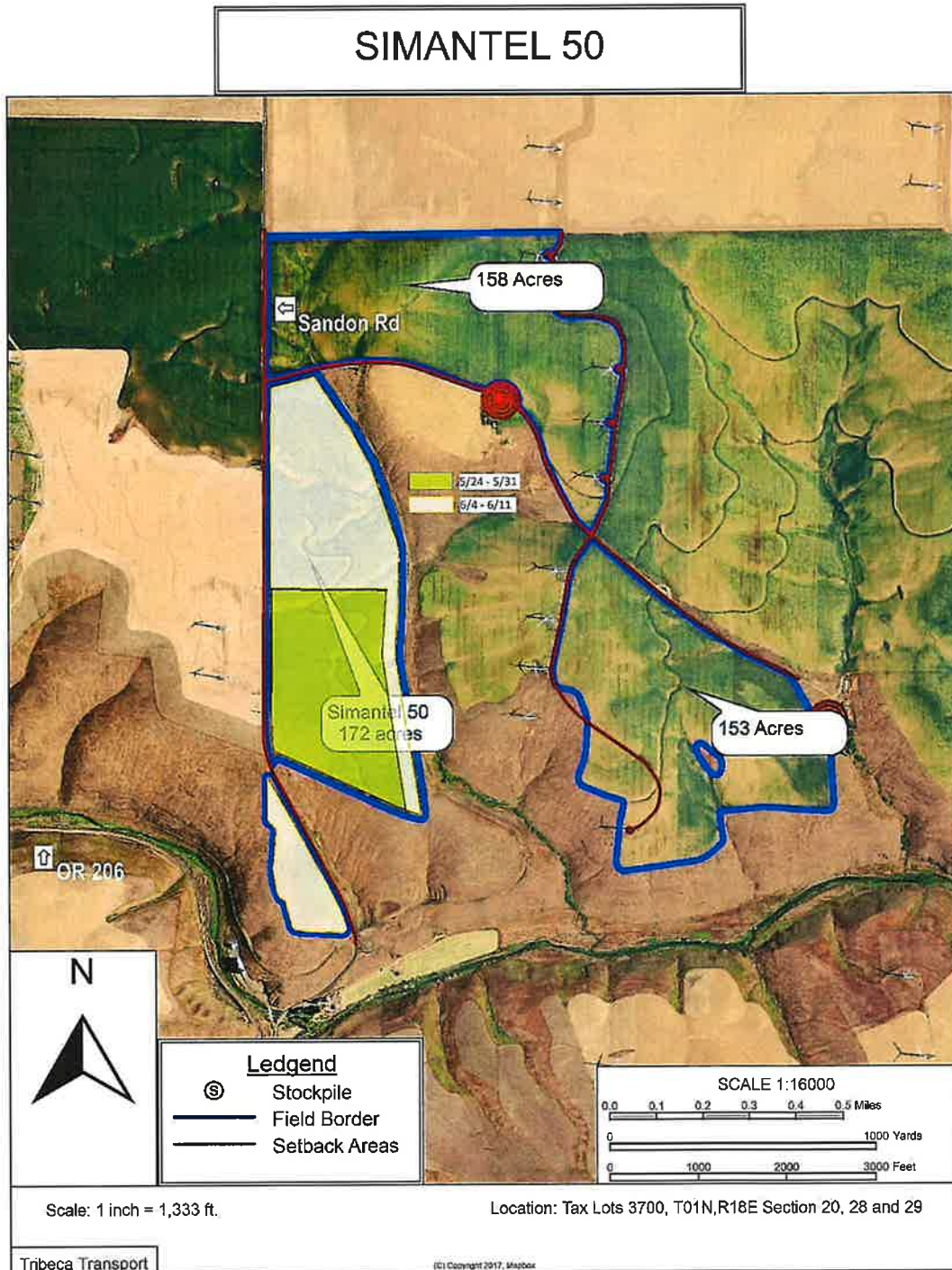


Exhibit – A: Application Map’s (Continued)

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

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

Weekly Spreading Report	
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>

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

Biosolids Data	
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

Application Totals to Date	
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

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

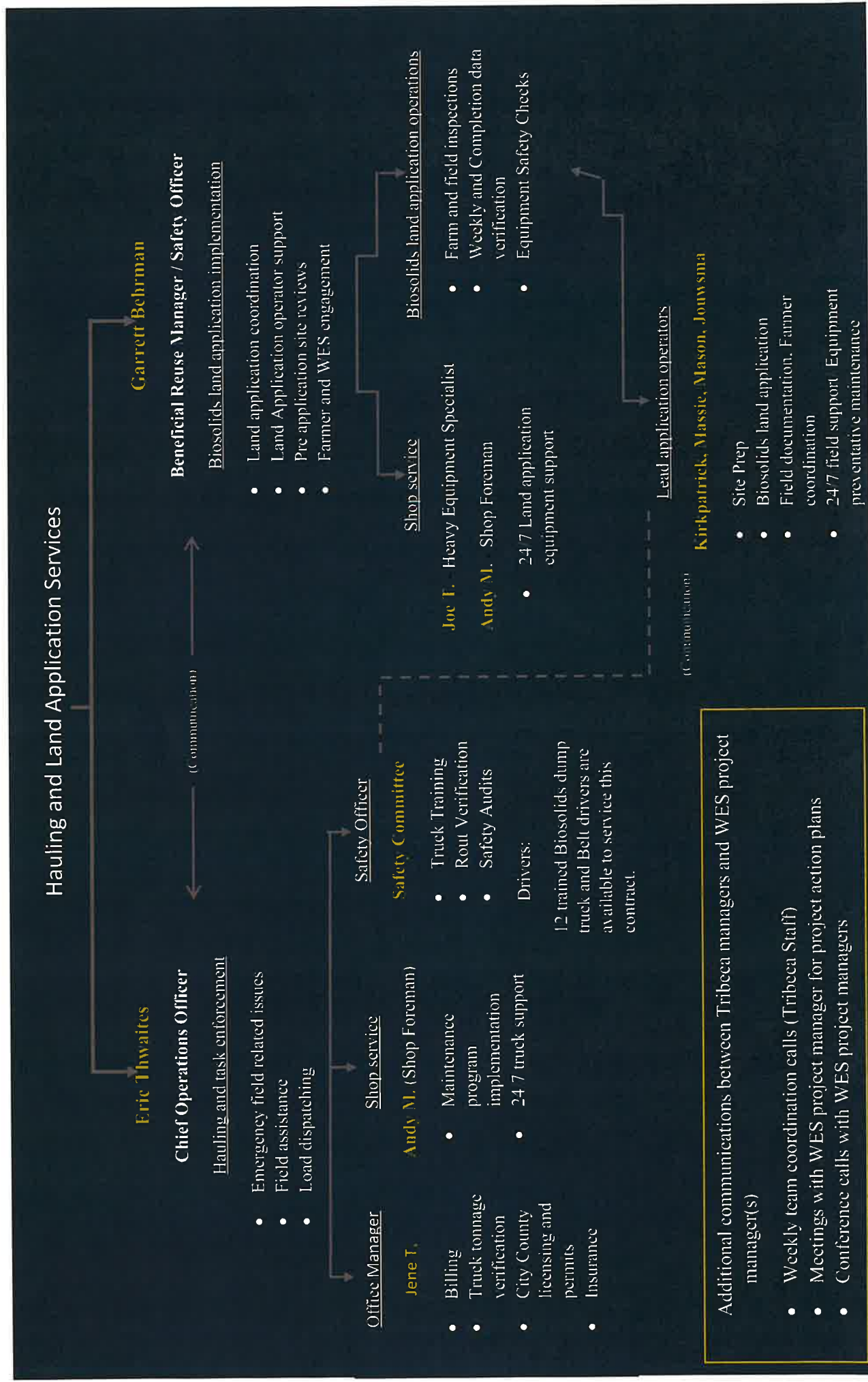


Exhibit – D: Fee Schedule

**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

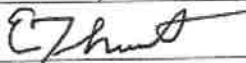
Proposer: Eric Thwaites, Tribeca Transport LLC
 Authorized Signature:  8/30/2021
Date

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

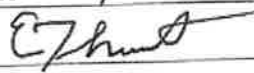
**Fee Schedule
#2021-63**

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