



June 25, 2026

BCC Agenda Item: \_\_\_\_\_

Board of County Commissioners  
Acting as the governing body of Water Environment Services  
Clackamas County

**Approval of a Contract with Horner Enterprises for biosolids hauling services. Contract Value is \$2,500,000 for 5 years. Funding is through WES Sanitary Sewer Operating Funds. No County General Funds are involved.**

**Previous Board Action/Review:** N/A

**Performance Clackamas:** 1. This project supports WES' strategic plan to effectively manage wastewater and stormwater systems to meet or surpass environmental, safety, and public health standards, recover resources and protect watersheds.

2. This project supports the County's Strategic Priorities of Strong Infrastructure, Vibrant Economy, and Safe, Secure and Livable Communities.

**Counsel Review:** Yes

**Procurement Review:** Yes

**Contact Person:** Terrance Romaine

**Contact Phone:** 971-978-8567

**EXECUTIVE SUMMARY:** WES manages and operates the Tri-City Water Resource Recovery Facility and the Kellogg Creek Water Resource Recovery Facility. Both Water Resource Recovery Facilities produce dewatered Class B biosolids that may be beneficially used as fertilizer after treatment and testing.

At present, biosolids are applied to agricultural sites in Sherman County, Oregon. Our current contract for biosolids hauling and land application expires on June 30, 2026. WES intends to continue the practice of land-applying biosolids, as it's the most environmentally sustainable and cost-effective way to manage this material. Following a comprehensive evaluation of vendor proposals utilizing a standardized scoring matrix, Horner Enterprises, Inc., is the most qualified contractor for biosolids hauling and land application services moving forward. This work requires two contracts, one is for hauling services, and one is for land application services. A separate consent agenda item for land application services (contract (#1749) with Horner Enterprises, Inc.), has also been submitted for approval on June 25.

**RECOMMENDATION:** Staff recommends that the Board of County Commissioners of Clackamas County, acting as the governing body of Water Environment Services, approve contract #1793 with Horner Enterprises, Inc. for biosolids hauling services.

Respectfully submitted,

Greg Geist  
Director, WES

Attachment: Contract #1793 Horner Enterprises, Inc.

-For Filing Use Only



**WATER ENVIRONMENT SERVICES  
PERSONAL SERVICES CONTRACT  
Contract #0000001793**

This Personal Services Contract (this “Contract”) is entered into between **Horner Enterprises, Inc.** (“Contractor”), and Water Environment Services, an intergovernmental entity formed pursuant to ORS Chapter 190 (“District”).

**ARTICLE I.**

- 1. Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on **June 30, 2031**, with the option to renew for an additional 5-year period upon the mutual agreement of the Parties.
- 2. Scope of Work.** Contractor shall provide the following personal services: Biosolids Hauling (“Work”), further described in Clackamas County RFP 2026-09 the negotiated scope of which is attached as **Exhibit A**.
- 3. Consideration.** The District agrees to pay Contractor, from available and authorized funds, a sum not to exceed **Two Million Five Hundred Thousand Dollars (\$2,500,000.00)** for accomplishing the Work required by this Contract. Consideration rates are on a fixed fee basis in accordance with the rates and costs specified in Exhibit B. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit B.

District shall pay Contractor as outlined in Exhibit B. This amount shall constitute payment for all of Contractor’s obligations under this Contract. This amount includes a fuel surcharge reset at the beginning of each quarter of the fiscal year (July 1<sup>st</sup>, October 1<sup>st</sup>, January 1<sup>st</sup>, April 1<sup>st</sup>) using the [West Coast less California Diesel Retail Price- US EIAs](#).

Except as otherwise noted, the unit price will be Contractor’s sole basis for payment for all Contract obligations. Contractor will not be entitled to additional compensation if performance of an obligation becomes more difficult or takes more time than expected.

- 4. Invoices and Payments.** Unless otherwise specified, Contractor shall submit weekly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. 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. Payments shall be made in accordance with ORS 293.462 to Contractor following the District’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the District will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

Invoices shall reference the above Contract Number and be submitted to: [WES-Payables@clackamas.us](mailto:WES-Payables@clackamas.us)

- 5. Travel and Other Expense.** Authorized:  Yes  No  
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the Clackamas County Contractor Travel Reimbursement Policy, hereby incorporated

by reference and found at: <https://www.clackamas.us/finance/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.

**6. Contract Documents.** This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A and Exhibit B.

**7. Contractor and District Contacts.**

| Contractor  | District  |
|---|---|
| Administrator: Jay Horner<br>Phone: 541-979-2099<br>Email: <a href="mailto:jay@hornerent.com">jay@hornerent.com</a> | Administrator: Terrance Romaine<br>Phone: 503-557-2821<br>Email: <a href="mailto:TRomaine@clackamas.us">TRomaine@clackamas.us</a> |

Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

**ARTICLE II.**

- 1. Access to Records.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted 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 their 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. Contractor shall maintain such books and records 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 Future Funds.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the District in its sole administrative discretion.
- 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 applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
- 5. Counterparts.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- 6. Governing Law.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County 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. In no event shall this section be construed as a waiver by the District of any form of defense or immunity, whether sovereign immunity, governmental immunity,

immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.

- 7. Indemnity, Responsibility for Damages.** 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, any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify and defend the District and Clackamas County, and their officers, elected officials, agents and employees from and against all claims, actions, losses, liabilities, including reasonable attorney and accounting fees, and all expenses incidental to the investigation and defense thereof, arising out of or based upon Contractor's acts or omissions in performing under this Contract.

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

- 8. Independent Contractor Status.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the District reserves 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; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to 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 benefits.

- 9. Insurance.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. The insurance requirements outlined below do not in any way limit the amount or scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the District and Clackamas County as additional insureds on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or the County Contract Analyst.

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| Required - Workers Compensation: Contractor shall comply with the statutory workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126.   |
| <input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per claim, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.                  |
| <input checked="" type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts. |
| <input checked="" type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage.  |
| <input checked="" type="checkbox"/> Pollution Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence.  |

The policy(s) shall be primary insurance as respects to the District. Any insurance or self-insurance maintained by the District shall be excess and shall not contribute to it. Any obligation that District agree to a waiver of subrogation is hereby stricken.

- 10. Limitation of Liabilities.** 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. Except for liability arising under or related to Article II, Section 13 or Section 20 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.
- 11. Notices.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article I, Section 7. If notice is sent to District, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during District's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.
- 12. 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 made 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 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. Notwithstanding the above, District shall have no rights in any pre-existing Contractor intellectual property provided to District by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for District use only.
- 13. Representations and Warranties.** Contractor represents and warrants to District that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 14. Survival.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 10, 12, 13, 14, 15, 17, 20, 21, 25, 27, 28 and 32, and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the District's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.

- 15. 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.
- 16. 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, which shall be granted or denied in the District's sole discretion. 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 Article II, Sections 1, 7, 8, 13, 16, 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.
- 17. 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.
- 18. 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.
- 19. Termination.** This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the District (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the District fails to receive funding, appropriations, or other expenditure authority as solely determined by the District; or (B) if Contractor breaches any Contract provision or is declared insolvent, District may terminate after thirty (30) days written notice with an opportunity to cure.
- Upon receipt of written notice of termination from the District, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to District all documents, Work Product, 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, objects or other tangible things needed to complete the Work.
- 20. Remedies.** If terminated by the District due to a breach by the Contractor, then the District shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the District, less any setoff to which the District is entitled.
- 21. 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.
- 22. Time is of the Essence.** Contractor agrees that time is of the essence in the performance this Contract.

- 23. 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.
- 24. Force Majeure.** Neither District nor Contractor shall be held responsible for delay or default caused by events outside the District or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall 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.
- 25. 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.
- 26. Public Contracting Requirements.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:
- a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
  - b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
  - c. Not permit any lien or claim to be filed or prosecuted against District on account of any labor or material furnished.
  - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
  - e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. 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 breach entitling District to terminate this Contract for cause.
  - f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.
- 27. 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.
- 28. Reserved.**
- 29. Reserved.**
- 30. Key Persons.** Contractor acknowledges and agrees that a significant reason the District is entering into this Contract is because of the special qualifications of certain Key Persons set forth in the contract. Under this Contract, the District is engaging the expertise, experience, judgment, and personal attention of such Key Persons. Neither Contractor nor any of the Key Persons shall delegate performance of the management powers and responsibilities each such Key Person is required to provide under this Contract to any other employee or agent of the Contractor unless the District provides prior written consent to such delegation. Contractor shall not reassign or transfer a Key Person to other duties or positions such that the Key Person is no longer available to provide the District with such Key Person's services unless the District provides prior written consent to such reassignment or transfer.

**31. Hazard Communication.** Contractor shall notify District prior to using products containing hazardous chemicals to which District employees may be exposed, which includes any hazardous, toxic, or dangerous substance, waste, or material that is the subject of environmental protection legal requirements or that becomes regulated under any applicable local, state or federal law, including but not limited to the items listed in the United States Department of Transportation Hazardous Materials Table (49 CFR §172.101) or designated as hazardous substances by Oregon Administrative Rules, Chapter 437, or the United States Environmental Protection Agency (40 CFR Part 302), and any amendments thereto. Upon District's request, Contractor shall immediately provide Safety Data Sheets for the products subject to this provision.

**32. 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, IS AN INDEPENDENT CONTRACTOR, 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.

**Horner Enterprises, Inc.**

 6-8-26  
 Authorized Signature Date

David J Horner, President  
 Name / Title (Printed)

431285-86  
 Oregon Business Registry #

DBC/Oregon  
 Entity Type / State of Formation

**Water Environment Services**

\_\_\_\_\_  
 Signature Date

Name: \_\_\_\_\_

Title: Chair

Approved for Legal Sufficiency:

\_\_\_\_\_  
 County Counsel Date

## **EXHIBIT A SCOPE OF WORK**

The Contractor shall provide equipment and services to transport class B dewatered biosolids generated by Water Environment Services' ("WES") Kellogg Creek (KC) and Tri-City (TC) Water Resource Recovery Facilities Plants ("WRRF") to agricultural sites.

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

### **1. General Description of Work**

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

### **2. Loading and Transporting Materials**

#### **i. General**

- A. 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.

#### **ii. Kellogg Creek Biosolids Loading**

- A. Contractor shall be fully trained by WES staff before performing duties in the biosolids shed.
- B. Noise and odor from this operation can disturb neighbors. Contractor will work with WES to modify operations at the biosolids shed if neighbor complaints arise.
- C. District shall load biosolids from the floor of the biosolids shed into contractor trucks using a front loader.
- D. Contractor shall notify and reimburse WES for any damage to the shed from hauling accidents.
- E. Contractor shall weigh trucks before departure and are responsible for any fines associated with overweight trucks.
- F. Biosolids shall be properly loaded and secured to prevent the loss of material during transport. Spilled biosolids shall be properly cleaned up and disposed of in a timely manner. Refer to the Contractor's Spill Plan for specific procedures.

#### **iii. Tri-City Biosolids Loading**

- A. WES staff will load contractor trucks from the elevated hopper unless otherwise authorized by the Contract Administrator.
- B. WES will provide a SOP for loading and scaling from the hopper. Contractor will abide by the SOP.
- C. When TC biosolids are stored in the biosolids shed or dewatered with the BUC, District shall load TC biosolids from the floor of the biosolids shed into Contractor's trucks. Conditions outlined in paragraph 4.1 apply when loading TC biosolids in the biosolids shed.
- D. Biosolids shall be properly loaded and secured to prevent the loss of material during transport. Spilled biosolids shall be properly cleaned up and disposed of in a timely manner. Refer to the Contractor's Spill Plan for specific procedures

iv. **Transport**

- A. Contractor shall transport biosolids to WES determined fields for application. WES will coordinate with the Contractor on scheduling and hauling locations.
- B. Contractor shall transport biosolids to landfills when determined necessary by the Contractor and 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.
- C. 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.
- D. Contractor shall not haul biosolids when, in the reasonable opinion of Contractor or WES, inclement weather prevents safe transport.

3. Schedule

- A. WES shall determine the hauling schedule and what fields will receive biosolids based on WWTP production and calculated field application rates.
- B. WES shall provide the Contractor with the Land Application Authorization ("LAA") for the fields. 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.

4. Spill Plan

- A. Contractor shall immediately respond to and clean up any spill that may occur during the loading, transportation, and unloading of biosolids.
- B. Contractor shall incur all costs associated with a spill clean-up.
- C. Contractor shall prepare a Spill Prevention and Response Plan and obtain WES's approval of the plan prior to hauling WES's biosolids. The Spill Prevention and Response Plan shall adhere to Section 6 & 7 of WES's Biosolids Management Plan.

- D. WES may reasonably modify the plan in coordination with the Contractor. Contractor may request modifications to the plan at any time. Contractor's requested modifications shall be subject to WES's approval.
- E. The spill response plan shall contain at least the following:
- A map of the approved route to the general area where material staging 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. WES shall be responsible for required agency notifications when a spill reaches or exceeds a reporting threshold.
  - 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.
  - Contractor shall follow the plan at all times and shall ensure that Contractor's staff have a thorough knowledge of the plan.
  - Hard copy versions of the plan shall be placed in accessible locations for those that may respond to a spill.
  - WES shall determine when response measures to a spill can be discontinued.

#### 5. Off-Loading at the Field

- A. Contractor will off-load the biosolids at the designated staging area at each land application site.
- B. WES biosolids shall only be placed on or applied to fields that have received LAA approval from DEQ through WES applications.
- C. Contractor shall clean the outside of their trucks of all biosolids prior to leaving the staging area. Contractor shall be responsible for providing all cleaning equipment. Any biosolids removed from the Contractor's trucks will be properly disposed of or added to the biosolids pile deposited at the staging area.
- D. Contractor shall use reasonable devices and equipment necessary for driving at the application site when road conditions are poor. Contractor shall not look to the owner of the application site or the biosolids application contractor for towing or other services, unless those services have been negotiated independently with each applicable party. Any agreement with the biosolids applicator or site contact must be included in the Contractor's work plan.
- E. Contractor shall provide all measures necessary for traffic control, including flag persons, signs and detours.
- F. Contractor will coordinate with WES's Contract Administrator when deciding if an application site is inaccessible due to weather, site conditions, or other relevant reasons. When sites are determined to be inaccessible, the Contractor will dispose of hauled biosolids at the nearest approved landfill.

## 6. Regulatory Compliance

- A. 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.
- B. WES shall provide Contractor with copies of all relevant DEQ LAA's and Contractor shall comply with the LAA requirements.
- C. Contractor shall comply with applicable health, safety and transportation regulations that pertain to this work.
- D. WES will provide the Contractor a copy of the WES Biosolids Management Plan, and the Contractor shall adhere to the conditions therein.

## 7. Reports

- A. Contractor shall provide WES with daily copies of scale tickets, bill of lading, and any other receipts related to hauling activities.

## 8. Work Hours

- A. 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.
- B. Contractor shall generally provide services Monday through Friday. If hauling is needed outside of noted hours due to emergency circumstances, Contractor will have staff and equipment available to perform those duties.
- C. Contractor shall load from the biosolids shed between 6:00 am and 3:30 pm unless otherwise approved by the Contract Administrator.

## 9. Communications with the Public

- A. Contractor shall refer all inquiries, comments and complaints made by members of the public, the media or adjacent landowners to District's project manager.

## 10. Site Inspection

- A. Contractor shall allow District access to each site, for the purpose of delivering biosolids, observing and monitoring Contractor's performance, and taking soil and groundwater samples.

## 11. Additional Contractors

- A. District reserves the right to enter into contracts for biosolids hauling services from additional contractors other than the Contractor as it deems necessary and in its sole discretion.

## 12. Liquidated Damages

- A. Contractor will haul biosolids within the time determined by the hauling schedule. If Contractor fails to apply the biosolids in accordance with these time limits and the delay is not an excusable delay, District will incur damages. The parties agree that the damages caused by the delay will be difficult or impractical to determine. Accordingly, instead of requiring any such proof, District and Contractor agree that if such a delay occurs, Contractor will pay to District, as liquidated damages (but not as a penalty), the sum of **\$500 for each truck load of biosolids that District hauls to sites in Eastern Oregon.**

**EXHIBIT B  
CONTRACTOR'S RESPONSE**



# HORNER

ENTERPRISES <sup>INC</sup>

March 25th, 2026

Thomas Candelario, Analyst  
Clackamas County Procurement Division  
15941 S. Agnes Ave  
Oregon City, OR 97045

RE: Request for Proposals #2026-09

Dear Mr. Candelario:

Horner Enterprises, Inc. (HEI) is pleased to present Clackamas County with the enclosed proposal for hauling of dewatered biosolids. Should you have any questions regarding the proposal please contact:

Jay Horner, President  
PO Box 442  
Sweet Home, OR 97386  
Cell: 541.979.2099  
Fax: 541.623.4820  
Email: [jay@hornerent.com](mailto:jay@hornerent.com)

Thank you again for the opportunity to provide Clackamas County with this proposal.

Sincerely,

**Jay Horner**

Jay Horner  
Horner Enterprises, Inc.  
541.979.2099



## SECTION 5.2 GENERAL BACKGROUND AND QUALIFICATIONS:

### ***Description of Firm:***

Horner Enterprises, Inc. (HEI), along with its corporate partners, have experience in providing turnkey residual management services ranging from project regulatory approval to by-product removal, transportation, land application, public relations, record keeping, and providing subsequent crop establishment and site maintenance. HEI has combined staff experience of over 100 years in design, organization, operation, and management of a variety of by-product management programs.

In 1994, Pacific Rim Waste Management Services, Inc. (Pacific Rim) was independently established. During the summer of 1999, Pacific Rim and Lawler Environmental Solutions formed a new partnership, Horner-Lawler Enterprises, LLC to better serve their clients. During the summer of 2004, Pacific Rim changed its name to Horner Enterprises, Inc. (HEI) and acquired all the contracts from Horner-Lawler Enterprises LLC. The focus of HEI is to fulfill a need for waste management services, providing turn-key residuals management programs. These turn-key services address the needs and concerns of the industry, the public and regulatory agencies.

### ***Credentials/experience of key individuals that would be assigned to this project:***

**Jay Horner:** Mr. Horner is the founder and President of HEI that was established in 1994 as Pacific Rim Waste Management Services, with a corporate name change taking place in 2004. A graduate of Western Oregon University in 1991 with a Bachelor of Science in accounting, Mr. Horner made the decision to pursue a career using his degree working in the management of municipal and industrial residuals. After the birth of his first child, he set out to pursue his dream of providing turn-key beneficial reuse programs including regulatory approval, transportation, storage management as well as application and incorporation of industrial and municipal residuals. With over 35 years of experience in this field, Mr. Horner is committed to excellence in service and is continually working towards finding both beneficial and innovative solutions for his customers.

**Cole Horner:** Mr. Horner graduated from Oregon State University in 2018 with a Bachelor of Science in accounting. He joined HEI as the assistant operations manager and assistant financial controller. Mr. Horner's duties include all aspects of financial management, including corporate accounting, regulatory and financial reporting, budget and forecast preparation, as well as the development of internal control policies and procedures and financial risk management. Cole is actively involved in helping the COO with operational oversight and the scheduling and dispatching of all staff, transportation needs and regulatory site visits. His vision and ideas are valuable to HEI as we continue to look toward company expansion and growth opportunities. Cole is committed to excellence in service and cultivating good working relationships with our customers, vendors and industry liaisons.

**Craig Osborne:** Mr. Osborne has over 31 years of experience in equipment maintenance and personnel management in various positions. As the maintenance manager of HEI for over 25 years, Craig is instrumental in coordinating and maintaining control of diverse maintenance programs to help HEI efficiently implement operational integrity. He graduated from Oregon State University in 1994 with a Bachelor of Science in business with an emphasis in management. He also received an associate degree from Linn Benton Community College in automotive technology. Craig is an experienced and proficient leader, who is continually working towards securing the functionality of HEI to help drive extensive and sustainable growth.

**Jonathan Whitehead:** Since joining HEI in 2022, Mr. Whitehead has played a pivotal role in streamlining internal operations. Drawing on an extensive background in contractor bidding and project support, he successfully restructured HEI's maintenance procurement system to increase agility and cost-effectiveness. As assistant operations manager and buyer, Jonathan works in tight alignment with client needs to ensure seamless service delivery and operational excellence. Jonathan is a 2013 graduate of Western Oregon University, holding a Bachelor of Science in social science.

**Kellie Horner:** Mrs. Horner joined her husband Jay in founding HEI 32 years ago, supporting his vision and dream to provide innovative solutions to industrial and municipal residuals. Graduating from the Linn Benton Community College Dental Assisting Program in 1992, Kellie left the field two years later to join HEI part-time as an administrative secretary while also becoming a stay-at-home mom to her growing family in the early years. Her role grew in the latter years and Kellie took over the role of corporate secretary where her duties include ensuring the integrity of the governance framework, being responsible for the efficient administration of the company, and ensuring compliance with the statutory and regulatory requirements including OSHA (Oregon Safety and Health Administration), ODOT (Oregon Department of Transportation) as well as federal and state labor laws.

**Kelsie Whitehead:** As Administrative Secretary for HEI for 9 years, Mrs. Whitehead brings with her great time management and organizational skills, is service oriented, and has excellent writing, reading and speaking abilities. Kelsie graduated from the Linn Benton Community College Dental Assisting Program in 2015, where she worked in the specialized field of pediatrics both chairside as a pediatric assistant and had the opportunity to learn the duties of the front office. Working in the dental field helped in her transition as an administrative secretary at HEI where she is proficient in her duties which include data entry, word processing, office management, documents preparation and filing, coordinating administrative duties, payroll clerk, daily maintenance entries and forecasting, as well as product research and ordering. She also has an active role in ensuring the development and implementation of OSHA and ODOT compliance.

***Description of providing similar services to public entities of similar size within the past five (5) years:***

**Project Experience & References**

On the following projects the staff of HEI has provided services ranging from simple land application to cradle-to-grave projects entailing project development, cost analysis, securing regulatory permits, utilization site monitoring, and the removal, processing, transportation, and land application of residual materials:

***Clean Water Services, Hillsboro, OR***  
**Biosolids Hauling and Land Application**

Jared Kinnear: 971.506.9775

*Hauling* – January 2024 to present

*Land Application* – January 2024 to present

HEI manages the loading, hauling, and land application of approximately 50,000 wet tons of biosolids to Sherman County, Madison Ranch, and the Willamette Valley on a yearly basis.

Horner Enterprises, Inc.

***City of Newport, OR***

**Biosolids Hauling**

DJ Fox: 541.574.3371

March 2024 to present

HEI manages the hauling of approximately 2,200 wet tons of biosolids to the Willamette Valley on a yearly basis.

***International Paper Company, Springfield, OR***

**PCS Land Application Program**

Cole DeCesare: 541.741.5723

1995 to Present

HEI manages transportation, site acquisition, site set up, project reporting, stockpiling, and land application of approximately 15,000 wet tons of PCS yearly.

***Cascade Pacific Pulp, LLC, Halsey, OR***

**PCS Land Application Program**

Lisa Scott: 541.369.1174

March 2011 to Present

HEI manages the hauling, land application, fertilization, incorporation, site acquisition, site set up, project reporting, and stockpiling of approximately 14,000 wet tons of primary clarifier yearly for Cascade Pacific Pulp.

***Georgia Pacific, Toledo, OR***

**PCS Hauling & Land Application Program**

Will Worman: 541.336.8318

May 2014 to Present

HEI manages transportation, site acquisition, site set up, project reporting, stockpiling, and land application of approximately 35,000 wet tons of PCS yearly.

***City of Salem, Salem, OR***

**Long Distance Biosolids Hauling**

Steve Celeste: 503.763.3481

*Hauling* – October 2018 to June 2020

HEI managed the loading and hauling of approximately 4,900 wet tons of biosolids to farmland in Dufur, Oregon during the winter months.

*Hauling* – March 2026 to Present

HEI manages hauling of approximately 60 wet tons per day, 5 days per week, of biosolids to the Wasco County Landfill outside The Dalles, Oregon.

***Oak Lodge Water District, Oak Grove, OR***

**Long Distance Biosolids Hauling**

Paul Witzig: 503.752.2281

October 2020 to present

HEI manages the loading and hauling of approximately 2,500 wet tons of biosolids yearly to Madison Ranch Farms located in Echo, Oregon.

HEI maintains an exceptional service standard and is a consistent, proficient provider of biosolids management services to public entities, including Clean Water Services, Oak Lodge Water District, the City of Salem, and the City of Newport. Within the past five years, HEI has successfully managed complex logistics for these customers, focusing on the following core services:

- **Consultant Coordination:** Directly engaging with land application consultants to ensure precise discharge and staging in authorized areas.
- **Weather Monitoring:** Rigorously tracking winter weather patterns to ensure safe transit and protect site integrity during biosolids delivery.
- **Logistical Communication:** Providing real-time updates regarding hauling delays to ensure seamless coordination with facility operations.
- **Qualified Personnel:** Utilizing a fleet of experienced drivers specifically trained in the safe, efficient, and compliant transport of biosolids.
- **Site Hygiene & Egress Protocols:** Enforcing strict "clean-box" standards and site inspections to prevent the tracking of material onto public roadways.
- **Regulatory Expertise:** Maintaining a thorough understanding of land application procedures to foster successful, long-term partnerships between WES, local growers, and the community.

*Description of firm's ability to meet the requirements in Section 3 and of what distinguishes the firm from other firms performing a similar experience:*

### **Operational Agility and Communication**

All HEI customers are contacted on a daily basis to determine precise transportation requirements for the following day. Once confirmed, we deploy our truck fleet providing drivers with detailed routing and logistical instructions. HEI is built for operational flexibility; we routinely manage emergency re-routing to address urgent client needs while maintaining the integrity of our daily contractual obligations. While we typically operate on a 24-hour lead time, our infrastructure allows for rapid adjustments on shorter notice when requested.

HEI prioritizes transparent, constant communication with our customers' points of contact. By synchronizing our logistics with daily production data, we maximize efficiency and ensure all contractual mandates are met. This open-line approach enables HEI to remain highly responsive and precise in our service delivery.

### **Proven Track Record and Environmental Stewardship**

Our 32-year history with industry leaders such as Georgia-Pacific, International Paper, Cascade Pacific Pulp, and Willamette Falls Paper demonstrates our proven ability to execute high-volume transportation and land application projects under strict deadlines. During this tenure, HEI has successfully managed the transport, stockpiling, and application of approximately 120,000 tons of industrial and municipal byproducts annually. We maintain robust relationships with local growers and the Oregon DEQ, ensuring our operations meet all regulatory standards while maintaining a low-profile presence that avoids unnecessary public attention.

HEI offers a distinguished track record in managing land application programs within high-stakes regulatory environments. With over 32 years of continuous service for major industrial and municipal partners, we have facilitated the diversion of approximately 2 million tons of material from landfills to over 150,000 acres for beneficial reuse.

Our success is built on a foundation of proactive dispatch and logistics coordination, ensuring that our fleet and field operations remain seamlessly aligned with our customers' production schedules. This coordination allows us to adapt smoothly to operational challenges and maintain an exceptional standard of service in very demanding environments. Our team has a deep, practical understanding of Oregon DEQ standards and municipal compliance; we don't just haul and land apply material, we manage the environmental and legal integrity of our customers' programs. At HEI, our focus is on professional

environmental stewardship and beneficial reuse for beneficial purposes, transforming what would be a waste byproduct into a valuable resource managed with the utmost care for community relations.

SECTION 5.3 SCOPE OF WORK:

**Equipment and logistics**

*Please detail the specific heavy equipment, including truck and pup dump trucks and front-end loaders, that your firm will utilize for this contract:*

**Horner Enterprises Equipment:**

| Horner Enterprises Hauling Equipment |            |         |      |           |       |       |
|--------------------------------------|------------|---------|------|-----------|-------|-------|
| Equipment                            | Capacity   | GVW     | Year | Make      | Model | GPS   |
| Dump Truck & Pup                     | 32 tons    | 105,500 | 2024 | Kenworth  | T880  | Eroad |
| Dump Truck & Pup                     | 32 tons    | 105,500 | 2024 | Kenworth  | T880  | Eroad |
| Dump Truck & Pup                     | 30 tons    | 105,500 | 2024 | Kenworth  | T880  | Eroad |
| Dump Truck & Pup                     | 30 tons    | 105,500 | 2024 | Kenworth  | T880  | Eroad |
| Dump Truck & Pup                     | 34 tons    | 105,500 | 2005 | Peterbilt | 385   | Eroad |
| Dump Truck & Pup                     | 34 tons    | 105,500 | 2004 | Kenworth  | T880  | Eroad |
| Tractor / Belt Trailer               | 30 tons    | 102,500 | 2024 | Kenworth  | T880  | Eroad |
| Tractor / Belt Trailer               | 30 tons    | 102,500 | 2024 | Kenworth  | T880  | Eroad |
| Sleeper/ Belt trailer                | 30 tons    | 102,500 | 2025 | Kenworth  | T880  | Eroad |
| Dump Truck & Pup                     | 34 tons    | 105,500 | 2026 | Peterbilt | 567   | Eroad |
| Dump Truck & Pup                     | 33 tons    | 105,500 | 2027 | Peterbilt | 567   | Eroad |
| Horner Enterprises Loading Equipment |            |         |      |           |       |       |
| Wheel Loader                         | 4yd bucket |         | 2015 | Case      | 621   | N/A   |

*Will your firm provide a front-end loader and personnel to load biosolids from the floor of the biosolids shed, or will you require WES staff to perform this task?*

HEI *can provide* a front-end loader on site at the facility so that our drivers will be able to load themselves from the secondary dewatering building. All HEI drivers have experience loading with a front-end loader. Please see fee schedule for optional front-end loader on site.

*Please describe your established equipment maintenance program and how it will minimize breakdowns and operational delays:*

HEI operates a comprehensive, full-service shop running up to six days a week, supported by a staff of two dedicated mechanics. Our maintenance program is an aggressive, proactive system designed to manage our fleet of sixty pieces of owned equipment, ensuring maximum uptime and safety.

To supplement our internal capabilities, HEI maintains strategic partnerships with Papé Kenworth and Jackson Group Peterbilt. These partnerships allow us to harness the power of manufacturer-certified service for our truck chassis and cabs, providing us with priority shop access and expanded technical expertise. By combining our in-house mechanics with the resources of Papé and Jackson Group, we ensure our fleet remains at operational readiness.

## **Preventative Maintenance, Scheduled Maintenance, and Emergency Repairs**

### **Preventative Maintenance:**

HEI's Preventative Maintenance Program is the most critical factor in keeping our equipment running and our customers serviced. This program utilizes a rigorous 21-point inspection conducted on a weekly basis. Our technicians evaluate both preventive maintenance and safety items, including:

- Engine oil, transmission fluid, and fuel systems
- Cooling systems, mounts, belts, and hoses
- Drive shafts, CV joints, and auxiliary systems
- Braking, steering, and suspension systems
- Tires, wheels, rims, and exhaust systems
- Undercarriage, frame, and electrical components
- Body, glass, mirrors, and safety equipment (horn, seatbelts, and lighting)

### **Scheduled Maintenance:**

The second phase of our program focuses on manufacturer-recommended services and proactive upgrades. This includes oil and filter changes based on mileage or engine hours, with fluid service intervals strictly occurring every 25,000 miles. To ensure no asset is overlooked, any equipment that has not undergone a 21-point inspection within the previous seven days is automatically added to the scheduled maintenance queue when entering the shop.

### **Emergency Repairs:**

While our primary goal is to minimize unscheduled downtime through proactive care, we maintain the capability for rapid emergency repairs. By identifying wear-and-tear during our weekly inspections, we successfully maintain emergency repair costs below 10% of our shop's total operating budget.

### **Papé Kenworth/Jackson Group Peterbilt Strategic Partnership:**

In early 2023, HEI entered a strategic partnership with Papé Kenworth and Jackson Group Peterbilt to modernize our fleet and leverage their advanced service capabilities. This full-service program makes Papé Kenworth/Jackson Group Peterbilt responsible for major repairs on truck chassis and cabs. This partnership grants HEI priority access to their service network and a 24-hour uptime guarantee, providing us with access to an interim truck if a repair exceeds 24 hours.

### **Data-Driven Management and Inventory:**

All maintenance activity is meticulously logged into our Fullbay platform. This allows us to track the service life of every component and schedule "off-season" replacement to prevent failures during peak hauling windows. Furthermore, we maintain an extensive on-site inventory of critical parts, such as wheels, tires, and drive shafts, to complete repairs immediately.

Our rigorous maintenance standards ensure that HEI reliably hauls approximately 120,000 tons of material annually, meeting the demanding schedules and requirements of our customers, the growers, and the OR DEQ with total consistency.

***What equipment and procedures will you use to ensure the outside of your trucks are completely cleaned of all biosolids prior to leaving the staging area?***

### **Site Cleanliness Procedures**

HEI maintains a strict clean site protocol to ensure the prevention of tracking or spilling biosolids onto public roadways. We utilize a multi-layered approach involving equipment maintenance, driver behavior, and digital verification.

#### **Field Access Policy:**

- To prevent contamination at the source, HEI maintains a firm company policy prohibiting drivers from driving through biosolids within the field or staging areas. Trucks are staged on firm, clean ground, and loading is managed to ensure that the exterior of the vehicle remains free of material.

#### **Physical Cleaning Procedures:**

- Prior to departing the staging area and entering any public right-of-way, every vehicle undergoes a manual cleaning process. Drivers are equipped with scrapers and brushes to remove any debris or soil from the tire treads and mudflaps. This cleaning ensures that no residual material is carried away from the site.

#### **Digital Documentation and Verification:**

- To ensure accountability and compliance with Wasco area regulations, HEI requires drivers to document the condition of the site for every load. Drivers take timestamped photographs of the field entrance and the adjacent roadway for each load dumped. These photos serve as a real-time record that the transition point between the field and the road remains clean and free of biosolids.

#### **Final Exit Inspection:**

- A final walk-around inspection is performed by the operator before the vehicle leaves the staging area to confirm that the scraper cleaning was effective and that no material is clinging to the chassis or undercarriage. If any biosolids are found on the road then a driver is required to clean it up before leaving the area. We also have a full-time employee who lives in Sherman County who conducts site visits on a bi-weekly basis.

### **Operations and Scheduling**

***How will your firm manage operations and staffing to ensure you can maintain the estimated seven trips per week required to keep up with the Tri-City (TC) plant's biosolids production?***

HEI employs a flexible and responsive approach to operations and scheduling to ensure reliable biosolids hauling services. With dedicated equipment, consistent staffing, and additional capacity available as needed, we are well-positioned to meet production demands and respond to changing conditions. Our

team emphasizes proactive communication, real-time field coordination, and close collaboration with the WES Contract Administrator to support safe, efficient, and uninterrupted operations.

### **Maintaining Biosolid's Production**

- HEI currently manages a fleet of 12 trucks operating daily across multiple projects. To support the TC plant's biosolids production, we will dedicate 1–2 trucks each weekday specifically to this contract, ensuring consistent coverage to meet the estimated requirement of seven trips per week. In addition, we maintain operational flexibility within our fleet and staffing. If production increases or unforeseen trucking issues arise, additional trucks and drivers can be reassigned to this project to maintain uninterrupted service and keep pace with plant output.

***Describe your protocol and staff availability for handling required hauling outside of standard work hours (Monday – Friday) in the event of emergency circumstances:***

### **Outside of Standard Work Hours**

- HEI maintains weekend staffing of 3–5 trucks on both Saturdays and Sundays. These drivers are either actively assigned to projects in the Portland area or on standby, allowing for rapid response if needed. In the event of an emergency outside standard Monday–Friday work hours, these scheduled and on-call drivers enable us to quickly deploy a truck and maintain continuity of service. Additional equipment and personnel can also be mobilized if the situation requires extended or increased hauling capacity.

***How will you coordinate with the WES Contract Administrator to evaluate road and weather conditions when determining if safe transport is viable or if an application site is inaccessible?***

### **Communication on the Evaluation of Road and Field Conditions**

- HEI takes a proactive approach to monitoring both weather and road conditions to ensure safe and efficient transport. Our staff routinely reviews conditions at our home base, loading locations, and designated application sites using multiple reliable sources, including TripCheck and other weather reporting tools. In addition, our on-site spreader operators provide real-time updates from the application areas, including road conditions, field accessibility, and coordination with landowners regarding current site expectations. After gathering and verifying this information, we communicate directly with the WES Contract Administrator to share current conditions and operational insights. Through this coordination, HEI and WES jointly determine whether transport operations can proceed safely and whether the designated application site remains accessible, or if adjustments are necessary.

### **Safety and Environmental Controls**

***Describe your approach to developing and executing a comprehensive Spill Prevention and Response Plan:***

HEI utilizes a proactive and multi-layered approach to spill management for WES.

- **Prevention-First Development:** The plan is built on physical preventative measures, including the use of certified leak-proof vehicles, mandatory tarping, and regular equipment inspections to ensure integrity before any transport begins.
- **Operational Execution:** During transport, drivers adhere to strict safety protocols, such as following specific routes (Long Haul: TC WWTP to Wasco) and maintaining speeds appropriate for road conditions.
- **Emergency Infrastructure:** Execution is supported by a 24-hour communication chain. Each vehicle serves as a mobile response unit, equipped with a shovel, hydrated lime, and hazard markers to provide immediate containment while secondary recovery is coordinated.

***Estimated response times for major spill response equipment and materials during loading, transport or unloading:***

HEI utilizes a tiered response timeline to ensure that major incidents during loading, transport, or unloading are addressed with urgency:

- **Immediate (0–15 Minutes):** The driver, as the first responder, utilizes on-board equipment (shovel, gloves, reflective cones) to stabilize the site and applies bagged hydrated lime to mitigate odors and public health risks.
- **Rapid Notification (Within 30 Minutes):** Coordination begins immediately with Terrance Romaine at WES 971.978.8567 and the Oregon DEQ.
- **Major Deployment (2-3 Hours):** For large-scale spills, HEI coordinates with WES to activate local excavation or pumping companies. Because the transport route is clearly defined—primarily along **OR-213, I-205, and I-84**: HEI and its partners can deploy heavy machinery (loaders and pump trucks) to the incident location to excavate biosolids and return them to the hauling truck for final cleanup.

***How will you work with WES to modify operations and mitigate neighbor complaints?***

HEI recognizes that operations at the biosolids shed can impact the local community. We will work in close coordination with WES to mitigate these disturbances through the following actions:

- **Odor Neutralization:** In accordance with our response measures, HEI utilizes hydrated lime to cover exposed biosolids that are deemed odorous. This practice can be extended to shed operations to neutralize material before or during loading at the request and cost of WES.
- **Operational Modifications:** HEI will coordinate with WES to ensure loading is performed as efficiently as possible to minimize the duration of open-air exposure.
- **Noise Reduction:** To mitigate neighbor complaints, HEI enforces strict vehicle standards. All transport vehicles are regularly serviced to ensure engines and hydraulic systems operate at peak efficiency with minimal noise. Furthermore, drivers are trained to operate at appropriate speeds and avoid unnecessary idling or abrupt maneuvers within the shed area.
- **Feedback Integration:** If noise or odor complaints arise, HEI management, specifically Jay Horner, Cole Horner, or Jonathan Whitehead, will collaborate with WES staff to adjust loading times or equipment positioning to reduce the impact on neighboring properties.

# SPILL PREVENTION/RESPONSE PLAN BIOSOLIDS

## CLACKAMAS WATER ENVIRONMENT SERVICES

### INTRODUCTION

This *Spill Prevention/Response Plan* is to be used by Horner Enterprises, Inc. (HEI) employees for preventing and responding to spills of biosolids for the Clackamas Water Environment Services, Clackamas, Oregon.

### ROUTE TRAVELED – LONG HAUL: TRI-CITY WWTP

HEI will utilize the following route to haul biosolids from the Clackamas Water Environmental Services, Tri-City WWTP to Wasco, OR:

**START (A):** 15941 S Agnes Ave, Oregon City, OR

1. Exit Tri-City WWTP **North on S Agnes Ave** toward **Washington Dr**
2. Turn right onto **Washington Dr.**
3. Continue onto **OR-213 S**
4. Slight right onto **Prairie Schooner Way** toward **I-5**
5. Turn right onto **Washington Dr**
6. Turn right onto **Clackamas River Dr.**
7. Turn right onto **OR-213 N**
8. Use the 2 right lanes to turn right to merge onto **I-205 N** toward **Portland**
9. Take exit **22 for I-84 E** toward **The Dalles**
10. Take exit **104 onto Biggs Junction/HWY 197**
- 11 Turn right onto **HWY 197** to **Wasco**

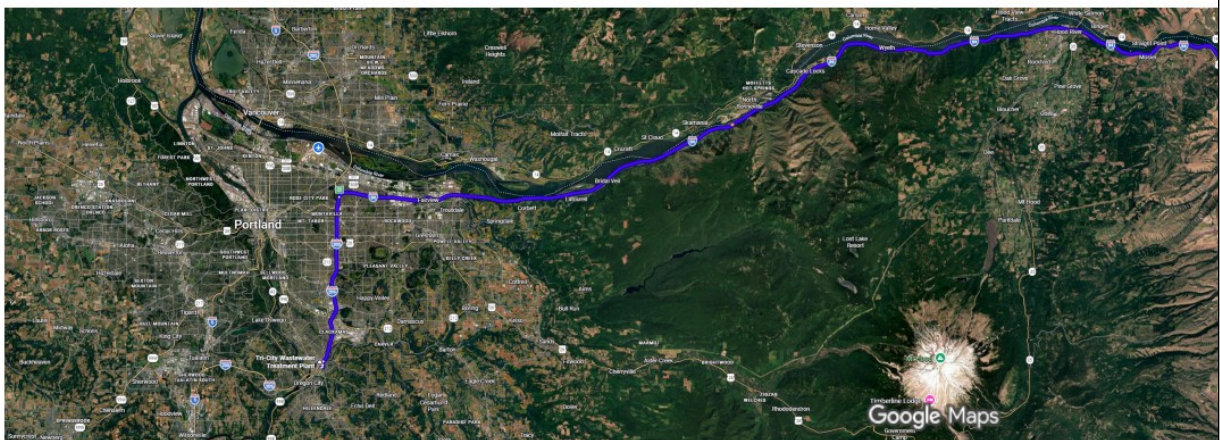
**END (B):** Wasco, OR area

*Total Distance = 117 miles*

Google Maps

Tri-City Wastewater Treatment Plant, 15941 S Agnes Ave,  
Oregon City, OR 97045 to Wasco, Oregon 97065

Drive 117 miles, 1 hr 55 mi



### SPILL PREVENTION MEASURES

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

- All vehicles are regularly inspected and serviced.

- Drivers never exceed the posted speed limit and only travel at speeds appropriate for current road conditions.
- Loads are fully covered with a tarp during transportation.
- Vehicles are certified to be “leak-proof” and are regularly examined to ensure no leaking occurs.

### **EQUIPMENT TO ADDRESS A SPILL**

In order to be able to promptly and properly respond to a spill, HEI equips all biosolids transportation vehicles with the following:

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

### **SPILL RESPONSE MEASURES**

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

- Safely exit roadway if possible.
- Place reflective traffic cones along roadway leading up to the spill (use flares if needed).
- If the spill has or could result in an emergency situation: dial 911.
- If the spill poses a risk to public or environmental health or is odorous, use hydrated lime to cover exposed biosolids.
- If the spill is large, contact the Oregon Department of Environmental Quality’s Spill Response Team.
- If the spill is large, contact Clackamas Water Environment Services, **Terrance Romaine at 971.978.8567**, to have them contact a local excavation or pumping company to excavate or pump all biosolids and place back into the hauling truck.
- If the spill is on a state or interstate roadway and may obstruct traffic for an extended period, contact the appropriate Department of Transportation regional office.
- If the spill is small, use shovel to remove all biosolids and place back into the hauling truck.
- Contact the biosolids coordinator at the Department of Environment Quality's Northwest Regional Office as soon as possible, but not more than 24 hours following the spill. Unless waived by DEQ, submit a written explanation of the spill within 5 days. The written explanation must include the following:
  - A description of the spill and its cause.
  - The exact date and time of the spill, and, if it has not been cleaned up, the anticipated time when cleanup will occur.
  - Steps taken or planned to reduce, eliminate, and prevent reoccurrence of spills.
- Contact the applicable biosolids coordinator at the Department of Environmental Quality region where the spill occurs as soon as possible, but not more than 24 hours following the spill.
- Contact the appropriate staff at the local health department in the county where the spill occurs.
- If a spill may have affected fish or wildlife, contact the appropriate Department of Fish and Wildlife regional office.

## **MANDATORY CONTACTS – WITHIN 24 HOURS**

### **Department of Environmental Quality, Biosolids Coordinator**

- Pat Heins (contact regardless of location of spill): 503.229.5749
- Carl Makepeace (if spill occurs near The Dalles): 971.300.5142

## **OTHER POSSIBLE CONTACTS**

Emergency: 911

Clackamas Water Environmental Service: 503.557.2823

Department of Environmental Quality, Spill Response Team: 503.229.5153

Local Health Department

- Multnomah County Health Depart (if spill occurs in Multnomah County): 503.988.3674
- Hood River County Health Depart (if spill occurs in Hood River County): 541.386.1115
- N Central Health Dist. (if spill occurs in Wasco, Sherman, or Gilliam County): 541.506.2600

Department of Transportation

- Troutdale Region (if spill occurs on I-84 or Hood River County): 503.665.4193
- Central OR – The Dalles (if spill occurs in Wasco County): 541.296.2215

Department of Fish and Wildlife

- ODFW Headquarters: 503.947.6000

Personal Responsible for Execution of Spill Response Plane

- Jay Horner: 541.979.2099
- Cole Horner: 541.570.0473
- Jonathan Whitehead: 541.619.9152

## **Regulatory Compliance and Training**

*Detail your firms experience and specific procedures for ensuring compliance with all applicable directives, including OAR 340-050, 40 CFR 501 and 503, and specific DEQ Land Application Authorizations (LAA):*

## **Regulatory Compliance & Hauling Procedures**

HEI maintains a rigorous compliance framework designed to meet and exceed the standards set by *OAR 340, Division 50, and federal 40 CFR 501 and 503 regulations*. With over 32 years of experience managing high-stakes residuals, we understand that for WES, compliance is a matter of both environmental integrity and public trust.

Our specific procedures for ensuring hauling compliance include:

### **1. Equipment Integrity & Leak-Proof Certification**

Per OAR 340-050-0065, the prevention of nuisance conditions during transport is paramount.

- **Leak-Proof Standards:** Every vehicle in the HEI fleet is certified leak-proof. We perform daily pre-trip inspections of tailgate seals and hydraulic locking mechanisms to ensure zero liquid or solid discharge during transit.
- **Load Securing:** All loads are fully tarped and secured before leaving the Tri-City facility. We utilize heavy-duty, reinforced tarps to prevent the loss of material, ensuring compliance with both DEQ and DOT safety standards.

## 2. Weight Compliance & Load Accuracy

To protect infrastructure and remain compliant with transport regulations, HEI manages load weights with precision:

- **Scaling Protocols:** Drivers are required to weigh every truck before departure. HEI assumes full responsibility for any overweight penalties, ensuring that WES is never exposed to liability due to hauling inaccuracies.
- **Material Integrity:** We enforce a strict empty-box policy. Drivers verify that hauling boxes are completely free of foreign material before loading WES biosolids, preventing cross-contamination and ensuring the integrity of the material destined for land application.

## 3. Route Adherence & Community Relations

Public perception is a critical component of the DEQ Land Application Authorization (LAA).

- **Established Routing:** HEI adheres strictly to the routes approved by WES. Any deviations required by road closures or emergencies are communicated to the Contract Administrator immediately for approval.
- **Nuisance Mitigation:** By maintaining consistent routes and appropriate speeds, we minimize the impact of our operations on the local community, reducing noise and dust disturbances that could lead to public complaints.

## 4. Site-Specific LAA Adherence

Every land application site has unique requirements dictated by its specific LAA. HEI ensures these mandates are followed to the letter:

- **On-Board Documentation:** Every driver carries a hard-copy compliance packet including the current DEQ Land Application Authorization (LAA) for the destination field and the HEI Spill Prevention and Response Plan.
- **Strategic Off-Loading:** We coordinate directly with land application operators to ensure biosolids are staged only in designated, approved areas. This prevents application in buffer zones or sensitive areas (such as waterways or steep grades) prohibited by the LAA or 40 CFR 503 setback requirements.
- **Site Hygiene:** Upon exiting a staging area, drivers perform a full egress inspection. This includes cleaning the exterior of the truck and tires to ensure no tracking of biosolids occurs on public roadways.

## 5. Reporting & Record-Keeping

Transparency is the foundation of our partnership. HEI maintains meticulous records for every load hauled, including:

- **Delivery Tickets:** Documentation of the date, time, weight, and specific LAA destination for every load.
- **Immediate Notification:** In the event that any LAA requirement cannot be met (due to weather or site conditions), HEI notifies the WES Contract Administrator within 24 hours.
- **Regulatory Liaison:** With our deep understanding of Oregon DEQ standards, we act as a proactive partner, ensuring that all data required for WES's annual biosolids report is accurate, organized, and readily available.

By integrating these procedures into our daily operations, HEI ensures that WES remains in total compliance with state and federal law, protecting the program's long-term viability.

***How will you ensure that your employees, agents, and any approved subcontractors are fully trained by WES staff and maintain a thorough understanding of the Spill Plan and regulatory directives?***

HEI views training and regulatory compliance as the cornerstone of a safe, professional hauling program. Our approach ensures that every individual, whether an HEI employee or an approved subcontractor, is proficient in the specific operational and environmental requirements of Clackamas WES.

### **1. WES-Led Onboarding & Shed-Specific Training**

HEI mandates that all personnel operating at the Tri-City facility undergo training led by WES staff before performing any duties.

- **Site-Specific Competency:** Training focuses on the nuances of the biosolids shed, including floor-loading maneuvers with the front-end loader and strict adherence to noise and odor mitigation protocols.
- **Hopper Operations:** For TC operations, drivers are trained on the WES-provided Standard Operating Procedure (SOP) for loading from the elevated hopper.

### **2. Spill Plan Integration & Accessibility**

To ensure a thorough understanding of the Spill Prevention and Response Plan, HEI treats the document as a primary operational tool rather than a static file.

- **On-Board Documentation:** In accordance with our safety standards, a current hard-copy version of the Spill Plan is placed in a clearly accessible location in every hauling vehicle.
- **Internal Reporting:** All staff are trained to initiate an immediate internal notification to HEI management, ensuring that the designated spill response leaders can take over the regulatory and logistical requirements of the incident.

### **3. Centralized Communication Protocol**

To ensure clear, accurate, and consistent reporting, HEI maintains a strict communication hierarchy. While all drivers are trained in immediate response, official notification to Clackamas WES and the Oregon DEQ is strictly limited to HEI management.

- **Authorized Contacts:** Only Jay Horner, Jonathan Whitehead, or Cole Horner are authorized to contact WES staff (Terrance Romaine) or the DEQ Biosolids Coordinator regarding operational incidents or spills.
- **Single-Source Reporting:** This protocol ensures that all regulatory reporting is handled by the individuals responsible for the execution of the Spill Plan, preventing misinformation and ensuring that WES receives accurate data from a single, authorized source.

### **4. Regulatory Education & LAA Adherence**

HEI ensures that every employee and agent understands the high-stakes regulatory environment of biosolids management, including OAR 340, Division 50, and 40 CFR 501 and 503.

- **Site-Specific Awareness:** Every driver is equipped with a packet containing the specific Land Application Authorization (LAA) for their destination field. This ensures they are aware of site-specific setbacks, buffer zones, and staging requirements.
- **Daily Reinforcement:** Regulatory directives are integrated into daily pre-trip briefings. This includes reinforcing clean-box policies and no-tracking egress inspections to prevent environmental cross-contamination.

SECTION 5.4 FEES:

| <u>Location</u>           | <u>Unit Price</u> | <u>Estimated Annual</u> | <u>Estimated Annual Total Price</u> |
|---------------------------|-------------------|-------------------------|-------------------------------------|
| Sherman County            | \$43.25           | 9,000                   | \$389,250.00                        |
| Wasco Landfill            | \$37.25           | 1,000                   | \$37,250.00                         |
| Willamette Valley         | \$31.57           | 2,000                   | \$63,140.00                         |
| *Onsite Loader (Optional) | \$4.50            | 12,000                  | \$54,000.00                         |
| <b>Total</b>              |                   |                         | \$543,640.00                        |

*\* This is an optional line item and will only be billed if requested by the City to support on-site operations during the duration of the contract.*

**Fuel Surcharge Charts:**

| <b>Clackamas WES - Sherman Cnty</b>     |                | <i>Base</i>    |                |                |                |                |                |                |                |                |  |
|---|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|--|
| PUC \$/Gallon #2 Low Sulfur Diesel      | <\$4.00        | \$4.25         | \$4.50         | \$4.75         | \$5.00         | \$5.25         | \$5.50         | \$5.75         | \$6.00         | \$6.25         |  |
| Surcharge                               | 100%           | 101.50%        | 101.50%        | 101.50%        | 101.50%        | 101.50%        | 101.50%        | 101.50%        | 101.50%        | 101.50%        |  |
| \$Price/Ton                             | <b>\$43.25</b> | <b>\$43.90</b> | <b>\$44.56</b> | <b>\$45.23</b> | <b>\$45.90</b> | <b>\$46.59</b> | <b>\$47.29</b> | <b>\$48.00</b> | <b>\$48.72</b> | <b>\$49.45</b> |  |
| <b>Clackamas WES - Wasco Landfill</b>   |                | <i>Base</i>    |                |                |                |                |                |                |                |                |  |
| PUC \$/Gallon #2 Low Sulfur Diesel      | <\$4.00        | \$4.25         | \$4.50         | \$4.75         | \$5.00         | \$5.25         | \$5.50         | \$5.75         | \$6.00         | \$6.25         |  |
| Surcharge                               | 100%           | 101.50%        | 101.50%        | 101.50%        | 101.50%        | 101.50%        | 101.50%        | 101.50%        | 101.50%        | 101.50%        |  |
| \$Price/Ton                             | <b>\$37.25</b> | <b>\$37.81</b> | <b>\$38.38</b> | <b>\$38.95</b> | <b>\$39.54</b> | <b>\$40.13</b> | <b>\$40.73</b> | <b>\$41.34</b> | <b>\$41.96</b> | <b>\$42.59</b> |  |
| <b>Clackamas WES - Willamette Villy</b> |                | <i>Base</i>    |                |                |                |                |                |                |                |                |  |
| PUC \$/Gallon #2 Low Sulfur Diesel      | <\$4.00        | \$4.25         | \$4.50         | \$4.75         | \$5.00         | \$5.25         | \$5.50         | \$5.75         | \$6.00         | \$6.25         |  |
| Surcharge                               | 100%           | 101.50%        | 101.50%        | 101.50%        | 101.50%        | 101.50%        | 101.50%        | 101.50%        | 101.50%        | 101.50%        |  |
| \$Price/Ton                             | <b>\$31.57</b> | <b>\$32.04</b> | <b>\$32.52</b> | <b>\$33.01</b> | <b>\$33.51</b> | <b>\$34.01</b> | <b>\$34.52</b> | <b>\$35.04</b> | <b>\$35.56</b> | <b>\$36.10</b> |  |

SECTION 5.5 REFERENCES:

**PROFESSIONAL REFERENCES**

| <b>Name</b>   | <b>Facility</b>       | <b>Address</b>                                      | <b>Email</b>   | <b>Phone Number</b> |
|---------------|-----------------------|---|--|---------------------|
| Jared Kinnear | Clean Water Services  | 1345 SW Fern Hill Rd.<br>Forest Grove, OR 97116     | <a href="mailto:KinneerJ@CleanWaterServices.Org">KinneerJ@CleanWaterServices.Org</a> | 503.547.8080        |
| Lisa Scott    | Cascade Pacific Pulp  | 30480 American Dr.<br>Halsey, OR 97348              | <a href="mailto:lisa.scott@igic.com">lisa.scott@igic.com</a>                         | 541.359.1752        |
| Will Worman   | Geogia Pacific, LLC   | 1400 SE Bulter Bridge Rd,<br>Toledo, OR 97391       | <a href="mailto:William.Worman@gapac.com">William.Worman@gapac.com</a>               | 541.336.8318        |
| David Hawkins | Oak Lodge Water Serv. | 13750 SE Renton Ave,<br>Milwaukie, OR 97222         | <a href="mailto:david.hawkins@olws.org">david.hawkins@olws.org</a>                   | 503.353.4211        |
| Tim Ruby      | OR DEQ                | 700 NE Multnomah St, Ste<br>600, Portland, OR 97232 | <a href="mailto:Tim.RUBY@deq.oregon.gov">Tim.RUBY@deq.oregon.gov</a>                 | 503.229.5292        |

Jared Kinnear  
Resource Recovery Division Manager  
Clean Water Services  
[kinnearj@cleanwaterservices.org](mailto:kinnearj@cleanwaterservices.org)  
971-506-9775

February 27, 2026

To Whom It May Concern,

I am writing to provide my professional recommendation for Horner Enterprises. As the Resource Recovery Division Manager for Clean Water Services, I have had the opportunity to work closely with Horner Enterprises throughout their current contract with our organization. Their performance has been nothing short of exceptional.

Horner Enterprises' work in hauling and land application of biosolids has been the best and most professional I have encountered in my career. Their team consistently demonstrates a deep understanding of regulatory requirements, operational safety, environmental stewardship, and industry best practices. They communicate clearly, respond promptly, and adapt smoothly to operational challenges—qualities that set them apart in a specialized and demanding field.

The professionalism, reliability, and dedication shown by Horner Enterprises have directly contributed to the ongoing success of our biosolids program. They are a partner we trust, and their work reflects a level of quality and care that is increasingly rare.

For these reasons, I strongly recommend that other utilities in Oregon consider hiring Horner Enterprises to support their biosolids management programs. I am confident that any organization choosing to work with them will benefit greatly from their expertise and exemplary service.

If you require additional information, please feel free to contact me.

Sincerely,  
Jared Kinnear  
Resource Recovery Division Manager  
Clean Water Services

Will Worman  
Environmental Specialist  
Georgia Pacific Toledo LLC  
[William.Worman@gapac.com](mailto:William.Worman@gapac.com)  
541-272-1730

March 17, 2026

To Whom It May Concern,

It is a pleasure to provide my professional recommendation for Horner Enterprises. As the Environmental Specialist for Georgia Pacific Toledo LLC, I have worked closely with their team for the past *ten years*, and their performance has been consistently exceptional.

In my experience, Horner Enterprises' handling of our primary clarifier solids – specifically regarding hauling and land application – has met and exceeded my expectations. They possess a sophisticated understanding of regulatory compliance, operational safety, and environmental stewardship. Beyond their technical expertise, their ability to communicate clearly and adapt to shifting operational challenges sets them apart in this demanding field.

The reliability and dedication shown by Horner Enterprises have been foundational to the success of our primary clarifier solids land application program. They are a partner we trust implicitly. I strongly recommend Horner Enterprises to any firm seeking a hauling and land application partner that prioritizes quality on integrity for beneficial reuse of waste by-products for beneficial purposes.

If you require additional information, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Will Worman', with a long horizontal flourish extending to the right.

Will Worman  
Environmental Specialist  
Georgia Pacific Toledo LLC

March 20, 2026

Clackamas County/Clackamas Water Environment Services  
150 S Beaver Creek Rd  
Suite #430  
Oregon City, OR 97045

Recommendation Letter for Horner Enterprises, Inc.  
Biosolids Hauling Services RFP #2026-09  
Land Application Services RFP #2026-12

I am pleased to recommend Horner Enterprises for consideration of the contract with Clackamas County for the Biosolids Hauling and Land Application Services.

Horner Enterprises has hauled and applied Cascade Pacific Pulp's primary clarifier solids for approximately 15 years.

Safety. Safety is a priority for everyone. HEI follows mill safety standards and ensures employees have taken the safety training required and are familiar with the mill site.

ODEQ. HEI follows the guidelines set forth by ODEQ and Cascade Pacific Pulp's Land Application Plan. They request land application authorization on behalf of Cascade Pacific Pulp and do not apply material without approval. The land application authorizations are followed. Primary Clarifier Solids are stored and staged in the manner as directed by the land application authorization. Cascade Pacific Pulp and HEI work together on ensuring the required testing and reporting is completed and submitted in a timely manner before the required deadline.

Communication. HEI communicates with both the management team and operators. Operators notify HEI when the primary clarifier solids are ready to be removed from the site. HEI communicates if there are any concerns or issues on site or at the land application site.

Horner Enterprises has hauled and applied Cascade Pacific Pulp's solids without any issues from ODEQ, landowners or the public.

If you have any questions, please contact me at 541-369-1752 or [lisa.scott@igic.com](mailto:lisa.scott@igic.com)

Sincerely,

*Lisa Scott*

Lisa Scott  
Technical Manager  
Cascade Pacific Pulp

**PROPOSAL CERTIFICATION**

**RFP #2026-09**

Submitted by: Hanner Enterprises, Inc.  
(Must be entity's full legal name, and State of Formation)

Each Proposer must read, complete and submit a copy of this Proposal Certification with their Proposal. Failure to do so may result in rejection of the Proposal. By signature on this Proposal Certification, the undersigned certifies that they are authorized to act on behalf of the Proposer and that under penalty of perjury, the undersigned will comply with the following:

**SECTION I. OREGON TAX LAWS:** As required in ORS 279B.110(2)(e), the undersigned hereby certifies that, to the best of the undersigned's knowledge, the Proposer is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means the tax laws of the state or a political subdivision of the state, including ORS 305.620 and ORS chapters 316, 317 and 318. If a contract is executed, this information will be reported to the Internal Revenue Service. Information not matching IRS records could subject Proposer to 24% backup withholding.

**SECTION II. NON-DISCRIMINATION:** That the Proposer has not and will 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 will 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 business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

**SECTION III. CONFLICT OF INTEREST:** The undersigned hereby certifies that no elected official, officer, agent or employee of Clackamas County is personally interested, directly or indirectly, in any resulting contract from this RFP, or the compensation to be paid under such contract, and that no representation, statements (oral or in writing), of the County, its elected officials, officers, agents, or employees had induced Proposer to submit this Proposal. In addition, the undersigned hereby certifies that this proposal is made without connection with any person, firm, or corporation submitting a proposal for the same material, and is in all respects fair and without collusion or fraud.

**SECTION IV. COMPLIANCE WITH SOLICITATION:** The undersigned further agrees and certifies that they:

1. Have read, understand and agree to be bound by and comply with all requirements, instructions, specifications, terms and conditions of the RFP (including any attachments); and
2. Are an authorized representative of the Proposer, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Proposal or contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the RFP and Proposal; and
4. Will use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this RFP.

Name: Jay Hanner Date: 2-24-26  
Signature: Jay Hanner Title: President  
Email: jay@hannerent.com Telephone: 541-979-2099  
Oregon Business Registry Number: 0081869-0 OR CCB # (if applicable): 222626

Business Designation (check one):  
 Corporation  Partnership  Sole Proprietorship  Non-Profit  Limited Liability Company  
 Resident Quoter, as defined in ORS 279A.120  
 Non-Resident Quote. Resident State: \_\_\_\_\_