



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 land application services. Contract Value is \$750,000 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 land application services, and one is for hauling services. A separate consent agenda item for hauling services (contract (#1793) 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 #1749 with Horner Enterprises, Inc. for biosolids land application services.

Respectfully submitted,

Greg Geist
Director, WES

Attachment: Contract #1749 Horner Enterprises, Inc.

-For Filing Use Only



GOODS AND SERVICES CONTRACT
Contract #0000001749

This Goods and 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"), for the purposes of providing Land Application Services.

ARTICLE I.

1. Effective Date and Duration. This Contract shall become effective upon the signature of both parties and shall remain in effect until **June 30, 2031** or until completion of all obligations provided herein, whichever is later.

2. Scope of Work. The Contractor shall provide the goods and services identified in Exhibit A (the "Work"), attached hereto and incorporated by reference herein. Work shall be performed in accordance with a schedule approved by the District.

3. Consideration. The District agrees to pay Contractor, from available and authorized funds, a sum not to exceed **Seven Hundred Fifty Thousand Dollars (\$750,000)** for performing the Work required by this Contract. Consideration rates are on a time and materials basis in accordance with the rates and costs specified in Exhibit B. If any interim payments to the Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit B.

4. Invoices and Payments. Unless otherwise specified, Contractor shall submit monthly 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 to Contractor within forty-five (45) days 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. 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.

Invoices shall reference the above Contract Number and be submitted to:
WES-Payables@clackamas.us

5. Travel Expense Reimbursement. Authorized: Yes No
If travel expense reimbursement is authorized in this Contract, such expenses shall only be reimbursed at the rates in the Clackamas County Contractor Travel Reimbursement Policy, hereby incorporated by reference, in effect at the time the expense is incurred.

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.

<u>Contractor</u> Administrator: Jay Horner Phone: 541-979-2099 Email: jay@hornerent.com	<u>District Contract Administrator</u> Administrator: Terrance Romaine Phone: 503-557-2821 Email: TRomaine@clackamas.us
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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 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. 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.
- 6. 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.

7. **Responsibility for Damages; Indemnity.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, 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 requirement outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the District and Clackamas County as an additional insured 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.

<p>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.</p>
<p><input checked="" type="checkbox"/> Required – Commercial General 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 Bodily Injury and Property Damage.</p>
<p><input type="checkbox"/> Required – Professional 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 damages caused by error, omission or negligent acts.</p>
<p><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.</p>

The policies 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 14 or Section 21, 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 1, Section 6. 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. Reserved.

13. Representations of Warranties. Contractor represents and warrants the following:

- 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.

If providing goods, all goods provided by Contractor under this Contract shall meet all standards and specifications set forth in Exhibit A, that the goods shall be merchantable, and shall be fit for District's intended use, described in Exhibit A. As necessary, the District agrees to provide Contractor reasonable access to the goods for purposes of repair or replacement under this warranty. Failure of Contractor to promptly correct problems pursuant to this warranty shall be deemed a material breach of this Contract.

- E. If providing services, the services provided by Contractor under this Contract will be performed in a 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. Delivery and Inspections.

A. All deliveries shall be F.O.B. destination with all transportation and handing charges paid by the Contractor, unless specified otherwise in this Contract. Responsibility and liability for loss or damage shall remain with the Contractor until final inspection and acceptance, when responsibility shall pass to the District except as to latent defects, fraud and Contractor's warranty obligations.

B. Goods furnished under this Contract will be subject to inspection and test by the District at times and places determined by the District in its sole discretion. If the District finds the goods furnished to be incomplete or not in compliance with the Contract, the District, in its sole discretion, may either

reject the goods, require Contractor to correct any defects without charge, or negotiate with Contractor to sell the goods to the District at a reduced price. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by the District, the District may reject the goods, terminate the Contract, and pursue any and all rights and remedies available to District at law, in equity, or under this Contract. Nothing in this paragraph shall in any way affect or limit the District's rights as a buyer, including the rights and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080.

- 15. 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, 5, 6, 7, 10, 12, 13, 15, 16, 17, 18, 21, 22, 23, 27, and 31, and all other terms and conditions which by their context are intended to survive termination of this Contract.
- 16. Severability.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 17. Subcontractors and Assignments.** Contractor shall not enter into any subcontracts for any of the work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the District. In addition to any provisions the District may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this section and Article II, Sections 1, 7, 8, 13, 22, and 31, 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.
- 18. Successors in Interest.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 19. Tax Compliance and Certifications.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle District to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.
- 20. 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.

- 21. Remedies.** If terminated by the District due to a breach by the Contractor, then the District shall have

any remedy available to it at law, in equity, or under this Contract including, but not limited to, any remedy available under ORS Chapter 72. 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.

22. **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.
23. **No Third Party Beneficiaries.** District and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
24. **Time is of the Essence.** Contractor agrees that time is of the essence in the performance of this Contract.
25. **Foreign Contractor.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
26. **Force Majeure.** Neither District nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, District's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
27. **Waiver.** The failure of District to enforce any provision of this Contract shall not constitute a waiver by District of that or any other provision.
28. **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.
29. **Reserved.**

30. Reserved.

31. Merger. This Contract constitutes the entire agreement between the parties with respect to the subject matter referenced herein. There are no understanding, agreements, or representations, oral or written, not specified herein regarding this Contract. Contractor, by the signature hereto of its authorized representative, acknowledges having read and understood this contract and Contractor agrees to be bound by its terms and conditions.

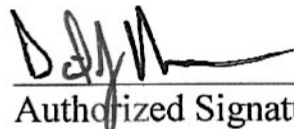
32. Execution and Counterparts. This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.

33. Amendment. This Contract may only be modified in writing signed by the parties.

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

Horner Enterprises, Inc.

Water Environment Services

 6-11-26
Authorized Signature Date

Signature Date

David S Horner President
Name / Title (Printed)

Name:

Title:

431285-86
Oregon Business Registry #

Approved for Legal Sufficiency:

DBC/Oregon
Entity Type / State of Formation

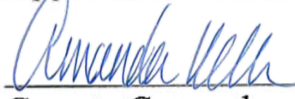
 6/11/2026
County Counsel Date

EXHIBIT A
RFP# 2026-12 LAND APPLICATION SERVICES
PUBLISHED FEBRUARY 24, 2026

Introduction

The Contractor shall provide (except as otherwise indicated in this Contract) all equipment, labor and services necessary to land apply class B dewatered biosolids generated by District's Kellogg Creek ("KC") and Tri-City ("TC") Water Resource Recovery Facilities ("WRRF") to agricultural sites. The TC and KC biosolids programs are regulated by each plant's National Pollutant Discharge Elimination System ("NPDES") permit issued by the Oregon Department of Environmental Quality ("DEQ").

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 coordinate with the Contract Administrator and landowner on where to stage required equipment.
- D. Contractor shall not use a subcontractor for principal duties without prior disclosure and approval by WES.

2. Kick-off Meeting

- A. Prior to commencing work, Contractor shall attend a project kick-off meeting with District personnel. The purpose of the meeting will be to review Contract requirements and establish communication procedures.

3. Application Volumes

- A. Contractor shall land apply all biosolids generated at District's Wastewater Treatment Facilities with the exception of those biosolids delivered to landfills, subject to a maximum quantity of 13,000 wet tons per year.
- B. If District generates more than 13,000 wet tons during a particular year, Contractor may, at Contractor's option, land apply in excess of 13,000 wet tons, provided that District has sufficient land available for the application of the biosolids.

4. Application Sites

- A. Contractor shall apply the biosolids at sites currently authorized to receive District biosolids and any sites that receive DEQ authorization during the Contract period.
- B. Before applying biosolids at any site, Contractor shall obtain a DEQ authorization letter and associated documents from the District for each site.

5. Application Schedule

- A. District shall maintain and provide Contractor with a schedule that defines the period when Contractor will apply biosolids to each site and indicates the maximum quantity of biosolids that can be applied at each site.
- B. Unless prohibited due to farming activities at an application site or *force majeure* events as defined herein, Contractor shall perform applications according to District's schedule, and shall apply the biosolids within the time required in the DEQ site authorization letter.

6. Compliance with Laws/BMP

- 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 Land Application Authorizations ("LAA") 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 Contractor a copy of the WES Biosolids Management Plan and contractor shall adhere to the conditions therein.

7. Sale/Other Uses Prohibited

- A. Contractor shall not sell, transfer or make any use of the biosolids other than applying the biosolids as permitted in this Contract.

8. Access Roads/Staging Area

- A. Contractor shall maintain temporary access roads and a staging area at each application site that will enable District to deliver the biosolids.
- B. Contractor shall ensure that all access roads and the staging area are capable of supporting trucks with a gross vehicle weight of 105,500 lbs. In addition, Contractor shall ensure that the staging area is of sufficient size to enable the trucks to turn around.

9. Record Keeping

- A. Contractor shall maintain records of Contractor's application of biosolids. The records shall show the date when each portion of a particular site received biosolids, the weigh tickets associated with the applications and the amount of biosolids applied. Contractor shall submit a report containing copies of the records to District on a monthly basis and also upon District's request. Contractor shall also comply with all DEQ and EPA reporting requirements for biosolids applicators.

10. Price and Payment

- A. District shall pay Contractor as outlined in the Contract and 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 each fiscal year using the [West Coast less California Diesel Retail Price- US EIAs](#) on July 1st , October 1st, January 1st, and April 1st.
- B. All payments to Contractor shall be based upon the weight slips obtained by District when District's biosolids hauling trucks are weighed at District or State of Oregon scales. District shall deliver one copy of the applicable weight slip to Contractor at the time of delivering a load of biosolids.
- C. 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.

11. 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.

12. 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.

13. 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.

14. Liquidated Damages

- A. Contractor will apply the biosolids within the time specified in the DEQ site authorization letter. 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 applies at District's sites in Eastern Oregon.**



REQUEST FOR PROPOSALS #2026-12

FOR

LAND APPLICATION SERVICES

BOARD OF COUNTY COMMISSIONERS

**CRAIG ROBERTS, Chair
PAUL SAVAS, Commissioner
MARTHA SCHRADER, Commissioner
BEN WEST, Commissioner
DIANA HELM, Commissioner**

**Gary Schmidt
County Administrator**

**Juliana Snegireff
Contract Analyst**

PROPOSAL CLOSING DATE, TIME AND LOCATION

DATE: March 25, 2026

TIME: 2:00 PM, Pacific Time

PLACE: Email: <https://bidlocker.us/a/clackamascounty/BidLocker>

SCHEDULE

Request for Proposals Issued.....	February 24, 2026
Protest of Specifications Deadline.....	March 3, 2026, 5:00 PM, Pacific Time
Deadline to Submit Clarifying Questions.....	March 18, 2026, 5:00 PM, Pacific Time
Request for Proposals Closing Date and Time.....	March 25, 2026, 2:00 PM, Pacific Time
Deadline to Submit Protest of Award.....	Seven (7) days from the Intent to Award

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Section 2 – Instructions to Proposers
Section 3 – Scope of Work
Section 4 – Evaluation and Selection Criteria
Section 5 – Proposal Content (Including Proposal Certification)

SECTION 1
NOTICE OF REQUEST FOR PROPOSALS

Notice is hereby given that Water Environment Services (“WES”), through its Board of County Commissioners, will receive sealed Proposals per specifications until **2:00 PM, March 25, 2026**, (“Closing”), to provide Biosolids Hauling Services. No Proposals will be received or considered after that time.

RFP Documents can be downloaded from the state of Oregon procurement website (“OregonBuys”) at the following address <https://oregonbuys.gov/bs0/view/login/login.xhtml>, Document No. S-C01010-00016130.

Prospective Proposers will need to sign in to download the information and that information will be accumulated for a Plan Holder's List. Prospective Proposers are responsible for obtaining any Addenda, clarifying questions, and Notices of Award from OregonBuys. Sealed Proposals are to be emailed to <https://bidlocker.us/a/clackamascounty/BidLocker>.

Submitting Proposals: Bid Locker

Proposals will only be accepted electronically thru a secure online bid submission service, **Bid Locker**. *Email submissions to Clackamas County email addresses will no longer be accepted.*

- A. Completed proposal documents must arrive electronically via Bid Locker located at <https://bidlocker.us/a/clackamascounty/BidLocker>.
- B. Bid Locker will electronically document the date and time of all submissions. Completed documents must arrive by the deadline indicated in Section 1 or as modified by Addendum. **LATE PROPOSALS WILL NOT BE ACCEPTED.**
- C. Proposers must register and create a profile for their business with Bid Locker in order to submit for this project. It is free to register for Bid Locker.
- D. Proposers with further questions concerning Bid Locker may review the Vendor’s Guide located at <https://www.clackamas.us/how-to-bid-on-county-projects> .

Contact Information

Procurement Process and Technical Questions: Juliana Snegireff, JSnegireff@clackamas.us

The Board of County Commissioners reserves the right to reject any and all Proposals not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any and all Proposals upon the finding that it is in the public interest to do so and to waive any and all informalities in the public interest. In the award of the contract, the Board of County Commissioners will consider the element of time, will accept the Proposal or Proposals which in their estimation will best serve the interests of Clackamas County and will reserve the right to award the contract to the contractor whose Proposal shall be best for the public good.

Clackamas County encourages proposals from Minority, Women, and Emerging Small Businesses.

SECTION 2 INSTRUCTIONS TO PROPOSERS

Clackamas County ("County") reserves the right to reject any and all Proposals received as a result of this RFP. County Local Contract Review Board Rules ("LCRB") govern the procurement process for the County.

2.1 Modification or Withdrawal of Proposal: Any Proposal may be modified or withdrawn at any time prior to the Closing deadline, provided that a written request is received by the County Procurement Division Director, prior to the Closing. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new Proposal.

2.2 Requests for Clarification and Requests for Change: Proposers may submit questions regarding the specifications of the RFP. Questions must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, at the Procurement Division address as listed in Section 1 of this RFP. Requests for changes must include the reason for the change and any proposed changes to the requirements. The purpose of this requirement is to permit County to correct, prior to the opening of Proposals, RFP terms or technical requirements that may be unlawful, improvident or which unjustifiably restrict competition. County will consider all requested changes and, if appropriate, amend the RFP. No oral or written instructions or information concerning this RFP from County managers, employees or agents to prospective Proposers shall bind County unless included in an Addendum to the RFP.

2.3 Protests of the RFP/Specifications: Protests must be in accordance with LCRB C-047-0730. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, or within three (3) business days of issuance of any addendum, at the Procurement Division address listed in Section 1 of this RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.

2.4 Addenda: If any part of this RFP is changed, an addendum will be provided to Proposers that have provided an address to the Procurement Division for this procurement. It shall be Proposers responsibility to regularly check OregonBuys for any notices, published addenda, or response to clarifying questions.

2.5 Submission of Proposals: Proposals must be submitted in accordance with Section 5. All Proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this RFP. Proposals that include orders or qualifications may be rejected as irregular. All Proposals must include a signature that affirms the Proposer's intent to be bound by the Proposal (may be on cover letter, on the Proposal, or the Proposal Certification Form) shall be signed. If a Proposal is submitted by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the Proposal is submitted by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the contractor. The Proposals will be considered by the County to be submitted in confidence and are not subject to public disclosure until the notice of intent to award has been issued.

No late Proposals will be accepted. Proposals submitted after the Closing will be considered late and will be returned unopened. Proposals may not be submitted by telephone or fax.

2.6 Post-Selection Review and Protest of Award: County will name the apparent successful Proposer in a Notice of Intent to Award published on OregonBuys. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers shall be given seven (7) calendar days from the date on the Notice of Intent to Award to review the file at the Procurement Division office and file a written protest of award, pursuant to LCRB C-047-0740. Any award protest must be in writing and must be delivered by hand-delivery or mail to the address for the Procurement Division as listed in Section 1 of this RFP.

Only actual Proposers may protest if they believe they have been adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful. The basis of the written protest must

be in accordance with ORS 279B.410 and shall specify the grounds upon which the protest is based. In order to be an adversely affected Proposer with a right to submit a written protest, a Proposer must be next in line for award, i.e. the protester must claim that all higher rated Proposers are ineligible for award because they are non-responsive or non-responsible.

County will consider any protests received and:

- a. reject all protests and proceed with final evaluation of, and any allowed contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR
- b. sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, County may name a new apparent successful Proposer; OR
- c. reject all Proposals and cancel the procurement.

2.7 Acceptance of Contractual Requirements: Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of County.

2.8 Public Records: Proposals are deemed confidential until the "Notice of Intent to Award" letter is issued. This RFP and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a Proposal contains any information that is considered a **TRADE SECRET** under ORS 192.345(2), **SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:**

"This information constitutes a trade secret under ORS 192.345(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192."

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only "unless the public interest requires disclosure in the particular instance" (ORS 192.345). Therefore, non-disclosure of documents, or any portion of a document submitted as part of a Proposal, may depend upon official or judicial determinations made pursuant to the Public Records Law.

2.9 Investigation of References: County reserves the right to investigate all references in addition to those supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers, and any other factor relevant to this RFP. County may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

2.10 RFP Proposal Preparation Costs and Other Costs: Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by County), or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by County.

2.11 Clarification and Clarity: County reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear, and favorable manner possible.

2.12 Right to Reject Proposals: County reserves the right to reject any or all Proposals or to withdraw any item from the award, if such rejection or withdrawal would be in the public interest, as determined by County.

2.13 Cancellation: County reserves the right to cancel or postpone this RFP at any time or to award no contract.

2.14 Proposal Terms: All Proposals, including any price quotations, will be valid and firm through a period of one hundred and eighty (180) calendar days following the Closing date. County may require an extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

2.15 Oral Presentations: At County's sole option, Proposers may be required to give an oral presentation of their Proposals to County, a process which would provide an opportunity for the Proposer to clarify or elaborate on the Proposal but will in no material way change Proposer's original Proposal. If the evaluating committee requests presentations, the Procurement Division will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by County. **Note:** Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, **written Proposals should be complete.**

2.16 Usage: It is the intention of County to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.

2.17 Review for Responsiveness: Upon receipt of all Proposals, the Procurement Division or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. County reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified on the Proposal will be notified, identifying the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived and all others discarded.

2.18 RFP Incorporated into Contract: This RFP will become part of the Contract between County and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the terms of the Sample Contract.

2.19 Communication Blackout Period: Except as called for in this RFP, Proposers may not communicate with members of the Evaluation Committee or other County employees or representatives about the RFP during the procurement process until the apparent successful Proposer is selected, and all protests, if any, have been resolved. Communication in violation of this restriction may result in rejection of a Proposer.

2.20 Prohibition on Commissions and Subcontractors: County will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the Proposal process. Contractor shall not use subcontractors to perform the Work unless specifically pre-authorized in writing to do so by the County. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work, are fully qualified to perform the tasks assigned to them, and shall perform the Work in a competent and professional manner. Contractor shall not be permitted to add on any fee or charge for subcontractor Work. Contractor shall provide, if requested, any documents relating to subcontractor's qualifications to perform required Work.

2.21 Ownership of Proposals: All Proposals in response to this RFP are the sole property of County, and subject to the provisions of ORS 192.410-192.505 (Public Records Act).

2.22 Clerical Errors in Awards: County reserves the right to correct inaccurate awards resulting from its clerical errors.

2.23 Rejection of Qualified Proposals: Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions, or specifications of the RFP or the Sample Contract.

2.24 Collusion: By responding, the Proposer states that the Proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, elected official, or employee of County has a pecuniary interest in this Proposal.

2.25 Evaluation Committee: Proposals will be evaluated by a committee consisting of representatives from County and potentially external representatives. County reserves the right to modify the Evaluation Committee make-up in its sole discretion.

2.26 Commencement of Work: The contractor shall commence no work until all insurance requirements have been met, the Protest of Awards deadline has been passed, any protest have been decided, a contract has been fully executed, and a Notice to Proceed has been issued by County.

2.27 Nondiscrimination: The successful Proposer agrees that, in performing the work called for by this RFP and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, sexual orientation, gender identity, veteran status, physical or mental handicap, national origin or ancestry, or any other class protected by applicable law.

**SECTION 3
SCOPE OF WORK**

3.1. INTRODUCTION

Clackamas County is behalf of Clackamas Water Environment Services (“District”) is seeking Proposals from experienced vendors for Land Application Services. Biosolids are generated by the Kellogg Creek and Tri-City Wastewater Treatment Plants (“WWTP”) and applied to agricultural sites.

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

Please direct all Technical/Specifications or Procurement Process Questions to the indicated representative referenced in the Notice of Request for Proposals and note the communication restriction outlined in Section 2.19.

3.2 BACKGROUND

The Contractor shall provide (except as otherwise indicated in this Contract) all equipment, labor and services necessary to land apply class B dewatered biosolids generated by Water Environment Services' ("WES") Kellogg Creek and Tri-City Wastewater Treatment Plants ("WWTP") at agricultural sites.

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

Biosolids are currently transported to Sherman County, Oregon for land application on active agricultural fields. All WES sites are presently located in Sherman County; however, WES may pursue land application at fields in other locations, including the Willamette Valley (“Valley”) during the dry months of summer and fall. While WES’s goal is to locate adequate acreage in the Valley to support summer and fall production within the contract period, this is not a guarantee. If WES achieves that goal, land application will occur only in the Valley during the dry months.

Biosolids production in 2025 is shown in Table 1. Contractor shall be prepared to land apply similar wet tonnage to 2025 totals, with an estimated two percent annual increase.

Table 1 2025 biosolids production

Plant	Approximate Production, Wet Tons CY2025	Address
Tri-City WWTP	7000	15941 S. Agnes Ave, Oregon City, OR 97045
Kellogg Creek WWTP	5000	Not relevant; no hauling shall be done from KC

In 2025 WES applied biosolids to six fields. The number of fields required to meet the demands of production is not guaranteed. Some sites are smaller than others resulting in less time on that field. Approximately 1,300 acres were treated with biosolids in 2025.

The TC and KC biosolids programs are regulated by each plant's National Pollutant Discharge Elimination System ("NPDES") permit issued by the Oregon Department of Environmental Quality ("DEQ").

3.3. SCOPE OF WORK

3.3.1. Scope:

- Contractor shall provide all equipment and personnel to meet the requirements of the contract. Required heavy equipment includes a spreader and loader.
- Contractor shall have an established maintenance program for equipment to minimize breakdowns.
- Contractor shall coordinate with the Contract Administrator and land owner on where to stage required equipment.
- Contractor shall not use subcontractor for principal duties without prior disclosure and approval by WES.

LAND APPLICATION OPERATIONS

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

REGULATORY COMPLIANCE

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.

- WES shall provide Contractor with copies of all relevant DEQ Land Application Authorizations (LAA's) and Contractor shall comply with the LAA requirements.
- Contractor shall comply with applicable health, safety and transportation regulations that pertain to this work.
- WES will provide Contractor a copy of the WES Biosolids Management Plan and contractor shall adhere to the conditions therein.

REPORTS

Contractor shall provide weekly reports to the Contract Administrator. WES will determine the frequency, format and content of the report.

Contractor shall provide a final report when all biosolids for the field have been applied. This report shall include the final spread map and total quantity of biosolids applied. The final spread map will include farmers name, WES field ID and dates of each application correlated with the area applied.

3.3.2. Work Schedule:

Land application operations may be done between 7:00 am and 7:00 pm pacific standard time unless otherwise approved by the Contract Administrator.

- Contractor shall generally provide services Monday through Friday.

3.3.3. Term of Contract:

The term of this contract shall be five (5) years from the effective date.

3.3.4 Sample Contract: Submission of a Proposal in response to this RFP indicates Proposer's willingness to enter into a contract containing substantially the same terms (including insurance requirements) of the sample contract identified below. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised in accordance with Paragraphs 2.2 or 2.3 of this RFP, pertaining to requests for clarification or change or protest of the RFP/specifications, and as otherwise provided for in this RFP. This RFP and all supplemental information in response to this RFP will be a binding part of the final contract.

The applicable Sample Goods & Services Contract, for this RFP can be found at <https://www.clackamas.us/finance/terms.html>.

Goods & Services Contract (unless checked, item does not apply)

- Travel and Other Expense is Authorized (County Contractor Travel Reimbursement Policy)
- Confidentiality (County data/information needs to be maintained in a confidential manner)
- Criminal Background Check Requirements
- Key Persons (the proposed vendor staff shall not be substituted unless approved by the County)
- On-Call Provision

The following insurance requirements will be applicable.

- 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.
- Commercial General 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 Bodily Injury and Property Damage.
- Automobile Liability: combined single limit, or the equivalent, of not less than \$500,000 per occurrence for Bodily Injury and Property Damage.
- Pollution Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence.

**SECTION 4
EVALUATION PROCEDURE**

4.1 An evaluation committee will review all Proposals that are initially deemed responsive and they shall rank the Proposals in accordance with the below criteria. The evaluation committee may recommend an award based solely on the written responses or may request Proposal interviews/presentations. Interviews/presentations, if deemed beneficial by the evaluation committee, will consist of the highest scoring Proposers. The invited Proposers will be notified of the time, place, and format of the interview/presentation. Based on the interview/presentation, the evaluation committee may revise their scoring.

Written Proposals must be complete and no additions, deletions, or substitutions will be permitted during the interview/presentation (if any). The evaluation committee will recommend award of a contract to the final County decision maker based on the highest scoring Proposal. The County decision maker reserves the right to accept the recommendation, award to a different Proposer, or reject all Proposals and cancel the RFP.

Proposers are not permitted to directly communicate with any member of the evaluation committee during the evaluation process. All communication will be facilitated through the Procurement representative.

4.2 Evaluation Criteria

<u>Category</u>	<u>Points available:</u>
Proposer's General Background and Qualifications	0-30
Scope of Work	0-45
Fees	0-25
Available points	0-100

4.3 Once a selection has been made, the County will enter into contract negotiations. During negotiation, the County may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fee that best represents the efforts required. If the County is unable to come to terms with the highest scoring Proposer, discussions shall be terminated and negotiations will begin with the next highest scoring Proposer. If the resulting contract contemplates multiple phases and the County deems it is in its interest to not authorize any particular phase, it reserves the right to return to this solicitation and commence negotiations with the next highest ranked Proposer to complete the remaining phases.

**SECTION 5
PROPOSAL CONTENTS**

5.1. Vendors must observe submission instructions and be advised as follows:

5.1.1. Complete Proposals must be emailed to <https://bidlocker.us/a/clackamascounty/BidLocker>. The subject line of the email must identify the RFP title. Proposers are encouraged to contact Procurement to confirm receipt of the Proposal.

5.1.2. County reserves the right to solicit additional information or Proposal clarification from the vendors, or any one vendor, should the County deem such information necessary.

5.1.3. Proposal may not exceed a total of **10 pages** (single-sided), inclusive of all exhibits, attachments, title pages, pages separations, table of contents, or other information. The Proposal Certification Page will NOT count towards the final page count. Pages shall be 8-1/2" x 11" standard sheet size, 11 point font, single-spaced.

Provide the following information in the order in which it appears below:

5.2. Proposer's General Background and Qualifications:

- Description of the firm.
- Credentials/experience of key individuals that would be assigned to this project.
- Description of all equipment used for applications.
- Description of providing similar services to public entities of similar size within the past five (5) years.
- Description of the firm's ability to meet the requirements in Section 3.
- Description of what distinguishes the firm from other firms performing a similar service.

5.3. Scope of Work

Operations & Equipment Management

- Please detail your preventative maintenance program for heavy equipment, specifically spreaders and loaders, to minimize breakdowns and operational delays during the active land application season.
- Describe your precise process for ensuring biosolids are applied exactly at the Agronomic Loading Rates (ALR) provided by WES.
- How do you perform and document the calibration of your measurement devices, including scales on land application equipment, truck scales, and mapping software?

Technology & Reporting

- Detail your experience utilizing GPS-guided land application technology.
- How will you ensure the final spread maps accurately correlate the dates of each application with the specific area applied?
- Provide a brief overview of how you structure your weekly progress reports and final field reports to ensure all required metrics are clearly communicated.

Regulatory Compliance & Environmental Protection

- Describe your approach to ensuring all employees and subcontractors strictly adhere to DEQ Land Application Authorizations (LAAs), 40 CFR 503, and OAR 340.

Communication & Incident Response

- WES requires immediate notification of any interactions with the public or other government entities so our staff can address them. Describe your field team's protocol for handling these unexpected interactions professionally while escalating the issue to WES.

5.4. Fees

Please provide land application rates per wet ton. Additionally, provide hourly rates for additional equipment usage.

5.5. References

Provide at least three (3) references from clients your firm has served similar to the County in the past three (3) years, including one client that has newly engaged the firm in the past thirty-six (36) months and one (1) long-term client. Provide the name, address, email, and phone number of the references. Please note the required three references may not be from County staff, but additional references may be supplied.

5.6. Completed Proposal Certification (see the below form)

PROPOSAL CERTIFICATION

RFP #2026-12

Submitted by: Honner 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 Honner Date: 3-24-26
Signature: Jay Honner Title: President
Email: jay@honnerent.com Telephone: 541-979-2099
Oregon Business Registry Number: 0083869-0 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: _____

**EXHIBIT B
CONTRACTOR'S PROPOSAL**



HORNER
ENTERPRISES INC

March 25th, 2026

Juliana Snegireff, Analyst
Clackamas County Procurement Division
15941 S. Agnes Ave
Oregon City, OR 97045

RE: Request for Proposals #2026-12

Dear Ms. Snegireff:

Horner Enterprises, Inc. (HEI) is pleased to present Clackamas County with the enclosed proposal for the land application 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

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) has been a dedicated provider of land application services since 1994. Originally established as Pacific Rim Waste Management Services, the firm grew through a strategic partnership in 1999 (Horner-Lawler Enterprises) before consolidating into the current HEI organization in 2004. For over 32 years, our focus has remained steadfast: providing turnkey residuals management programs that balance the complex needs of industry, the public, and regulatory agencies.

Since our first projects in 1994 with Simpson Paper Company and Weyerhaeuser, HEI has evolved into a trusted environmental partner for municipalities and industrial leaders across the Pacific Northwest. Over the past three decades, we have maintained continuous service for a diverse range of partners, including:

- Public Entities: Clean Water Services, City of Salem, and the City of Newport.
- Industrial Partners: International Paper (Albany & Springfield), Georgia-Pacific (Toledo), Willamette Falls Paper, Cascade Pulp, and Boise Cascade.

Our team brings a combined 100+ years of experience in the design, organization, and management of byproduct programs. We provide "turnkey" solutions, managing the entire lifecycle from regulatory approval and byproduct removal to transportation, public relations, meticulous record-keeping, and post-application site maintenance.

Willamette Valley Ground

HEI maintains deep, decades-long relationships with dozens of farmers throughout the Willamette Valley, with a network of over 50,000 acres of grass seed, wheat, and corn ground. This local network provides a specific strategic advantage for Clackamas Water Environment Services (WES). HEI can secure an inventory of fields that open as early as July.

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.

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.

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.

Gideon Osborne: Mr. Osborne has been a vital member of the HEI team for six years, currently serving as the Project Manager for our Clean Water Services Biosolids land application program across Sherman County and the Willamette Valley. In this role, he oversees all day-to-day spreading activities and logistical coordination, while maintaining primary relationships with regional farmers for annual site selections. Gideon holds dual Bachelor of Science degrees from Oregon State University in Crop & Soil Science and Fisheries, Wildlife, & Conservation Sciences. This unique academic foundation allows him to manage complex nutrient applications with a deep understanding of environmental stewardship. Furthermore, his technical expertise in GPS spreader operations is instrumental in developing the high-precision application maps required for accurate year-end reporting and regulatory compliance.

Kristopher Garrett: Mr. Garrett is a highly skilled operator with seven years of dedicated service at HEI, providing the foundational heavy equipment expertise required for large-scale soil amendment and biosolids programs. He possesses a deep technical understanding of multi-stage material handling, from initial screening to final field application. He has been instrumental in HEI's success of our land

application programs. His ability to transition seamlessly between operator roles makes him a versatile and reliable lead operator for any large-scale land application project.

Equipment

Please detail the equipment that your firm will utilize for this contract:

Horner Enterprises Spreading Equipment					
Equipment	Capacity	Year	Make	Model	GPS/Scale
Tractor		2025	Fendt	1046	Trimble
Tractor		2023	Fendt	936	Trimble
Tractor		2024	John Deere	8R410	StarFire
Spreader	22tn	2025	Meyers	ProCrop 9624	Yes
Spreader	16tn	2024	Kuhn	SLC132	Yes
Front End Loader	4yd	2024	Develon	DL200	
Front End Loader	4.5yd	2025	CAT	930	

Similar Service Customers

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

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.

City of Salem, Salem, OR

Summer Land Application of Cake Biosolids

Jason Britton: 503.983.2078

July 2021 to Present

HEI managed the land application of approximately 12,000 wet tons of biosolids to farmland in the Willamette Valley.

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.

International Paper Company, Springfield, OR

PCS Land Application Program

Cole DeCesare: 541.741.5702

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: 541.514.8117

March 2011 to Present

HEI manages the transportation, site acquisition, site set up, project reporting, stockpiling, and land application of approximately 14,000 wet tons of PCS yearly.

Description of firm's ability to meet requirements in Section 3:

Our firm brings 32 years of hands-on experience in land application, specifically managed under Oregon DEQ oversight. We have spent decades handling municipal and industrial waste contracts, meaning we are already deeply familiar with the regulatory environment of OAR 340, Division 50 and 40 CFR 501/503. We don't just follow these standards; they are the foundation of our daily operations.

Equipment and Operational Readiness

We will provide all the heavy equipment and personnel required to meet WES standards.

- **Reliable Machinery:** Our fleet, including spreaders and loaders, is backed by a proactive maintenance program. We understand that equipment uptime is critical to staying on schedule, so we prioritize preventative care to minimize breakdowns.
- **Smart Staging:** We will work directly with the WES Contract Administrator and landowners to coordinate staging areas. Our goal is to ensure our equipment is positioned for maximum efficiency while respecting the landowner's property and daily use.
- **Dedicated Team:** Our primary work is performed by our own trained staff. Should the need for a subcontractor arise for a specific duty, we will ensure WES provides prior approval.

Precision Land Application

Accuracy in the field is our top priority. We treat Agronomic Loading Rates (ALR) as a hard requirement, not a guideline.

- **GPS and Data:** We utilize GPS-guided application technology to ensure every acre is covered according to the specs. This system generates detailed field maps that correlate application dates with specific areas, providing WES with a clear digital record.
- **Regular Calibration:** To ensure the ALR is met, we regularly calibrate our onboard scales and mapping software. We take responsibility for the accuracy of our measurements from the moment we load to the moment we spread.
- **Field Communication:** We act as professional representatives of WES while on-site. If we encounter the public or other government entities, we will notify the Contract Administrator immediately to ensure all concerns are addressed by the proper channels.

Compliance and Reporting

We are committed to full transparency and strict adherence to the WES Biosolids Management Plan and all DEQ Land Application Authorizations.

- **Routine Reporting:** We will provide the weekly reports WES requires to track progress.
- **Final Documentation:** Once a field is complete, we provide a final package including total quantities applied and a comprehensive spread map featuring the farmer's name and WES field ID.
- **Availability:** We are ready to provide services Monday through Friday, 7:00 am to 7:00 pm, for the full five-year term of the contract.

Description of what distinguishes our firm from other firms performing a similar service:

While there are other options for land application, our 32-year history in Oregon has taught us that the difference is in the details. Here is why we are the right fit for WES:

A Clean Regulatory Record

We've operated under Oregon DEQ oversight for three decades, and our track record speaks for itself.

- **No Fines:** We have zero DEQ fines for over- or under-application. We know how to read a site authorization and follow it to the letter, ensuring that WES never has to deal with the fallout of a compliance error.
- **Reliable Precision:** You can trust that our totals will match your records every time.

Technology That Removes the Guesswork

We don't rely on eyeballing our application. We invest in the right tools to make sure the job is done right.

- **GPS-Guided Accuracy:** Our equipment uses updated GPS and monitoring tech to make sure we hit the exact ALR you require.
- **Better Data:** Because our systems are digital, the maps and reports we give you are clear, accurate, and ready for any audit. This saves your team time on paperwork and back-and-forth corrections.

Direct Access to the Owners

- **No Red Tape:** The owners are involved in the day-to-day operations and are always available to handle issues or adjustments immediately.
- **Personal Accountability:** We treat every load we spread with great care because we are attaching our name to the integrity of the application services we perform. We take a personal interest in making sure WES is satisfied with our performance.

Handling Public Perception

We understand that biosolids can be a sensitive topic for the public and that it needs to be handled with professionalism and care whatever the concern is that presents itself.

- **Professional Presence:** After 32 years, we understand how to communicate to landowners and neighbors and we are committed to being a professional extension of WES, keeping the site clean and being respectful of the community.
- **Problem Solvers:** We understand the tainted view some people have of this industry. Our goal is to work efficiently and professionally so that we never give the public a reason to complain.

5.3 SCOPE OF WORK

Operations and Equipment Management

Please detail your preventative maintenance program for heavy equipment, specifically spreaders and loaders, to minimize breakdowns and operational delays during the active land application season:

Operator-Led Maintenance We don't just hire drivers, we hire operators who know their machines.

- **Hands-on Care:** Our crew handles daily inspections and routine greasing. Because they have a deep mechanical understanding of the loaders and spreaders they run, they can usually spot a failing part or a hydraulic leak before it causes a shutdown.
- **On-Site Repairs:** If something small breaks in the field, our operators have the tools and the experience to fix it on site to ensure they can continue working.

Emergency Repairs:

- **Rapid Response:** We keep a team of mechanics at our home base ready to go. If a piece of equipment breaks down, we can have a mechanic on-site with a service truck and the necessary parts within 24 hours.
- **Inventory:** We stock the most common wear-and-tear parts for our spreaders and loaders so we can get back to work immediately rather than waiting for the shipping of parts.

Dealership Partnership: To make sure our tractor units are always reliable and up to date, we lease our tractors through Holt Ag and Papé Ag.

- **Modern Equipment:** By leasing through Holt and Papé, we ensure we're always running late-model tractors that are fuel-efficient and less likely to break down.
- **Dealer Support:** These partnerships give us a direct line to expert diagnostics and specialized service whenever we need it, adding another layer of reliability to our operations.

Shop Operations Our main shop operates up to six days a week. We track every machine by its engine hours and strictly follow service schedules for oil, filters, and hydraulic fluids. If necessary, we will operate on Saturday to ensure we do not lose a full day of application during the week.

Agronomic Loading Rates and Accuracy

Describe your precise process for ensuring biosolids are applied exactly at the Agronomic Loading Rates (ALR) provided by WES:

Getting the Agronomic Loading Rate (ALR) exactly right is the most important part of our job. We don't leave this to guesswork or feel. We use a combination of calibrated hardware and real-time data to make sure every ton WES assigns to a field ends up exactly where it belongs.

How We Control the Rate Our spreaders are equipped with calibrated scales that are fully integrated (ISO Bus) into our in-cab displays.

- **Belt Control:** The system automatically adjusts the belt speed based on the weight in the hopper and the ground speed of the tractor. Whether the operator is speeding up or slowing down for terrain, the machine is constantly adjusting to keep the application consistent.
- **Accounting for Material Density:** We know that biosolids aren't always uniform. To stay accurate, we take bulk density readings throughout the pile. This allows us to adjust our equipment settings for any changes in moisture or weight, ensuring the material coming off the belt matches the numbers being reported.

Verified Accuracy:

- **Mapping Integration:** Our in-cab technology feeds directly into our mapping software. This allows us to verify the total tons applied against the actual acres covered. If something is off, we are able to catch it immediately.
- **Proven Results:** This system is why we maintain an average error rate of just 2-5%. We've refined this process through years of work with agencies like Clean Water Services, ensuring that the final as applied maps we give you are a true reflection of the work performed.

A Commitment to Precision Our operators are trained to treat the ALR as a hard target. By combining high-end John Deere, Holt, and Papé equipment with our own calibrated scale systems, we provide WES with the peace of mind that the regulatory requirements are being met with every load.

Tractor Calibration

How do you perform and document the calibration of your measurement devices, including scales on land application equipment, truck scales, and mapping software?

GPS Precision and Calibration

We maintain our application accuracy by performing daily zero-point and Terrain Compensation Module (TCM) calibrations on our StarFire and Fendt VarioGuide systems. This ensures our GPS ground speed and field positioning remain precise on varying terrain, allowing our ISO Bus-linked spreaders to adjust belt speeds in real-time. By utilizing these high-accuracy correction signals across our Holt and Papé leased units, we guarantee that the final as-applied maps strictly align with WES-mandated loading rates.

Spreader Scale Calibrations

Our Athene control system ensures accurate loading rates by integrating real-time weight data from the spreader's load cells directly into the ISO Bus terminal. We perform a Tare Calibration with an empty spreader before each job to establish a true zero point, which the system then uses to dynamically adjust belt speed based on the material's weight and the tractor's ground speed. This continuous on-the-go calibration allows us to maintain our 2–5% error rate by automatically compensating for any changes in biosolids density as the box empties.

Technology and Reporting

Detail your experience utilizing GPS-guided land application technology:

We have over eight years of experience utilizing GPS-guided land application technology for biosolids spreading, which has significantly improved both the efficiency and accuracy of our operations. This technology allows us to precisely track application areas in real time, ensuring material is applied only where intended and at the correct rates. Our operators rely on integrated tractor software that maps each field and visually records exactly where spreading occurs, along with timestamps for every application event.

How will you ensure the final spread maps accurately correlate the dates of each application with the specific area applied?

To ensure accurate reporting and traceability, we maintain a detailed digital tracking system that logs every load by date, time, field location, and volume applied. This data is continuously updated and cross-referenced with GPS mapping software to confirm alignment between application activity and recorded timelines.

Provide a brief overview of how you structure your weekly progress reports and final field reports to ensure all required metrics are clearly communicated:

Weekly progress reports are generated directly from this manual system, summarizing quantities applied, locations, and supporting documentation such as stockpile photos for compliance verification. Final field reports expand on this by including comprehensive application summaries and detailed maps illustrating full coverage, ensuring all required metrics are clearly documented and easy to review.

Regulatory Compliance & Environmental Protection

Describe your approach to ensuring all employees and subcontractors strictly adhere to DEQ Land Application Authorizations (LAAs), 40 CFR 503, and OAR 340:

HEI maintains extensive experience in ensuring total compliance with all applicable directives, including OAR 340-050, 40 CFR 501 and 503, and specific DEQ Land Application Authorizations (LAA).

Key members of our staff proactively:

- **Expand Program Capacity:** Routinely identifying and securing new land for our industrial and municipal partners.
- **Scientific Verification:** Pulling pre-soil samples and analyzing data to determine precise application and agronomic rates.
- **Regulatory Submittals:** Preparing comprehensive Land Application Requests (LAR) that detail soils maps, field maps, and required setbacks.
- **Data Integrity:** Working in close coordination with the customer to review analytical data, ensuring all material strictly meets the requirements of CFR 503 regulations before it reaches the field.

Communication and Incident Response

Describe your field team's protocol for handling these unexpected interactions with the public or other government entities professionally while escalating the issue to WES:

We understand that our field team is often the first point of contact with the public. Our protocol is designed to handle these interactions with professional courtesy while ensuring that WES remains the sole authoritative voice for the project.

Our Field Team's Standard Procedure:

- **Listen and De-escalate:** If approached by a neighbor or a government representative, our first step is to listen and fully understand their concern. Our operators are trained to remain professional and courteous, using active listening to de-escalate any immediate frustrations.
- **Clear Boundaries:** To maintain consistency in messaging, our team is instructed not to speak on behalf of WES or offer technical interpretations of the contract. We focus on the task at hand and will refer all specific inquiries to the WES Contract Administrator.
- **Immediate Notification:** Once the initial interaction is complete, our team will immediately contact the WES Contract Administrator. We provide a summary of who was involved, what was discussed, and any specific concerns raised so WES staff can follow up with the appropriate information.

SECTION 5.4 FEES

<u>Location</u>	<u>Unit Price</u>	<u>Estimated Annual Tons</u>	<u>Estimated Annual Total Price</u>
Sherman County	\$9.98	9,000	\$89,820.00
Willamette Valley	\$9.98	2,000	\$19,960.00
Total			\$109,780.00

Fuel Surcharge Chart:

Clackamas WES - Spreading

	<i>Base</i>										
PUC \$/Gallon #2 Low Sulfur Diesel	<\$5.00	\$5.25	\$5.50	\$5.75	\$6.00	\$6.25	\$6.50	\$6.75	\$7.00	\$7.25	
Surcharge	100%	101.50%	101.50%	101.50%	101.50%	101.50%	101.50%	101.50%	101.50%	101.50%	
\$Price/Ton	\$9.98	\$10.13	\$10.28	\$10.44	\$10.59	\$10.75	\$10.91	\$11.08	\$11.24	\$11.41	

SECTION 5.5 REFERENCES

PROFESSIONAL REFERENCES

Name	Facility	Address	Email	Phone Number
Jared Kinnear	Clean Water Services	1345 SW Fern Hill Rd. Forest Grove, OR 97116	KinnearJ@CleanWaterServices.Org	503.547.8080
Lisa Scott	Cascade Pacific Pulp	30480 American Dr. Halsey, OR 97348	lisa.scott@igic.com	541.359.1752
Will Worman	Georgia Pacific, LLC	1400 SE Bulter Bridge Rd, Toledo, OR 97391	William.Worman@gapac.com	541.336.8318
Jason Britton	City of Salem	5915 Windsor Island Rd N, Keizer, OR 97303	jbritton@cityofsalem.net	503.983.2078
Tim Ruby	OR DEQ	700 NE Multnomah St, Ste 600, Portland, OR 97232	Tim.RUBY@deq.oregon.gov	503.229.5292