CITY OF DUNDEE
CITY COUNCIL MEETING
Meeting will be Teleconferenced

801 N. Highway 99W, Dundee, OR 97115
City Hall Phone: (503) 538-3922 Website: www. DundeeCity.org

The Mission of City Government is to provide essential, quality public services in support of the livability, safety and viability of the Dundee community.

MAY 5, 2020 7:00 PM.

1. Open Regular City Council Meeting

2. Amendments to the Agenda, if any

3. Public Comment: Each speaker will be allowed up to 5 minutes to speak after being recognized by the Mayor. Councilors will generally not respond to comments except to ask clarifying questions. Council may direct concerns raised by the speaker to the City Administrator or place the issue of concern on the agenda for Council discussion.

4. Consent Agenda: The following items are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items unless a Council member (or a citizen through a Council member) so requests, in which case the item will be removed from the Consent Agenda and considered separately. If any item involves a potential conflict of interest, Council members should so note before adoption of the Consent Agenda.

   4.1 City Council Minutes, April 21, 2020 Pages 1 - 6
   Action Required: Motion to Accept the Consent Agenda

5. Old Business:
   5.1 Biosolids Maintenance Proposals Pages 7 - 60
   Action Requested
   5.2 2020 City Council Goals Pages 61 - 64
   Discussion

6. New Business:
   (none)

7. Council Concerns & Committee Reports

8. Mayor's Report

9. City Administrator Report

10. Adjourn

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Pending Business:

1. Public Works
   - 1.1 Highway 99W Street Lighting
   - 1.2 ODOT Phase B Highway 99W Improvements

2. Planning/Land Use
   - 2.1 Dundee Riverside District Code Amendment
   - 2.2 Exterior Lighting – Code Update/Street Light Standards
   - 2.3 Helipad Standards
   - 2.4 Vacation Rentals Code Amendment
   - 2.5 Pending Type II or Type III Land Use Applications:

3. City Council
   - 3.1 Update SDC Methodologies
   - 3.2 LID 2013-01 Final Assessment Ordinance
   - 3.3 Storm Drain Master Plan Update

4. Parks & Trails
   - 4.1 Harvey Creek Trail Property Rehabilitation
   - 4.2 WWTP Nature Park

5. Next Available Ordinance & Resolution No's.
   - 5.1 Ordinance No. 572-2020
   - 5.2 Resolution No. 2020-04

The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired, or for other accommodations for persons with disabilities, should be made at least 48 hours in advance of the meeting to the Administrative Assistant at City Hall (503) 538-3922.

CITY COUNCIL MEETING
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City of Dundee
City Council Meeting Minutes
April 21, 2020

Call to Order
Mayor David Russ called the meeting to order at 7:00 P.M. over ZOOM teleconferencing meeting platform.

Council and Staff Attendance
Attendance Via Zoom: Mayor David Russ; Councilors Tim Weaver, Storr Nelson, Jeannette Adlong, Kristen Svicarvoich, Ted Crawford and Patrick Kelly. Staff Attendance via Zoom: Rob Daykin, City Administrator; Tim Ramis, City Attorney; Greg Reid, City Engineer; Melissa Lemen, Administrative Assistant; Amy Hanifan, Interim Fire Chief; and Chuck Simpson, Public Works Supervisor.

Public Attendance
Public Attendance via Zoom: Tal & Lisa Munson, 441 Dogwood Drive.

Agenda Changes
Old Business Item 5.2 Budget Committee Appointment, was added to the meeting agenda. Also, Mayor Russ requested that Old Business Item 5.3 Corona Virus Update – Interim Fire Chief Amy Hanifan, be added to the meeting agenda.

Public Comment
None.

Consent Agenda
A motion was made and seconded to approve Consent Agenda Item 4.1 City Council Minutes, March 17, 2020, Item 4.2 Financial Report Ending March 31, 2020, and Item 4.3 Public Works Quarterly Report. **The motion** passed unanimously.

Old Business

Resolution No. 2020-03, State Parks Local Government Grant
C. Adlong inquired about the status of the grant application. C.A. Daykin discussed that though he has not completed the process at this time, his plan is to focus on the application next week. The grant deadline was noted to be May 1, 2020. C. Adlong volunteered to review or assist with the application, if needed. C. Crawford inquired about whether a street vacation will be required to which C.A. Daykin explained that the use of the street will be restricted for park purposes for a given period of time. C. Nelson inquired about whether the park boundary fence (privacy fence) is a property line. C.A. Daykin explained that the intent of that is to allow the continued use of the private driveway exiting to Dogwood from the north residence through the Third Street right-of-way; the boundaries of the restricted area would include only where the park improvements are shown but would not include the private driveway. C. Nelson inquired as to whether the driveway is a legal private driveway to which C.A. Daykin explained that the property owner likely had authorization from the City at that time; Third Street wasn't developed, and this was the most convenient way for them to access Dogwood Drive from their garage. C. Adlong explained that a fence is needed in this area because it creates a boundary that separates the gravel driveway; the City portion of the path will be located on the same elevation. C. Nelson explained that he is in agreement that the fence needs to be there; he requested clarification about whether

the City is allowing the property owner continued use and designing around it, or whether it was their property and the City was abutting up next to it. C. Adlong explained that the property owner has been using the right-of-way and have been using more than just that portion of the right-of-way and extending out past where the boundary line is; the berm has been built up and the property owner has been using the built up portion. **A motion** was made and seconded to pass Resolution No. 2020-03, a resolution authorizing the City of Dundee to apply for a local government grant from the Oregon Parks and Recreation Department for development of the Third Street Path & View Park. **The motion was amended** to add: and delegating authority to the City Administrator to sign the application. **The amended motion** passed unanimously.

Tal Munson introduced himself and inquired about when the design aspects of the park will be discussed. M. Russ explained that discussion of that nature will begin once the grant is received.

Budget Committee Appointment

A motion was made and seconded to appoint Marcus Harris to the Budget Committee, with a term ending December 31, 2020. **The motion** passed unanimously.

Corona Virus Update – Interim Fire Chief Amy Hanifan

Amy Hanifan, Interim Fire Chief, addressed the Council. She discussed that things have been fairly calm for Dundee Fire since the start of the Covid-19 pandemic. She explained that Department call volume has decreased approximately 30-35% in comparison to the winter months. Chief Hanifan explained that this decrease is not out of proportion to what fire service both locally and across certain parts of the nation are seeing as people are being very cautious about calling. She discussed that some of their responses have warranted the use of increased Personal Protective Equipment (PPE) though there have been no known exposures and their staff and members have remained healthy throughout this time. Chief Hanifan discussed that the Department has implemented social distancing measures for both station life and training. Discussion ensued. Chief Hanifan discussed that they have had very good relationships with both the County Emergency Manager and Public Health. She explained that there are weekly check-ins with Public Health and the County Emergency Manager has placed each organization in the County on a schedule of reporting PPE use every third day. Chief Hanifan informed that the Department has had a couple of opportunities to receive PPE from the State through the County. She voiced hope that things will continue at the current pace.

C. Crawford inquired about whether the Department has seen any issues with local gatherings or parties to which she indicated that she has not, though this was noted to be likely more of a law enforcement response issue.

New Business

WWTP Pump Repair Quote

C. Crawford inquired as to whether the WWTP has had any recent issues with flushable wipes as this has become an issue for the City of Newberg. C.A. Daykin discussed that flushable wipes those are not good for the system though he is unaware of any recent extraordinary activity. He explained that though they are advertised to be flushable, they should not be flushed and are problematic for the system and may create more maintenance for the crew. C. Weaver discussed that the City of Newberg has provided information to discourage the use of flushable wipes via portable reader boards and suggested that adding similar information to the fire department reader board could be helpful. C. Nelson and C. Adlong voiced support of this as well. C. Daykin suggested that this information could also be provided in the next quarterly newsletter and combined with some other issues that could be raised with regard to wastewater treatment. He indicated that he will also check with Operator Jared Nunley at the WWTP as well. **A motion**

was made and seconded to approve the low flow pump repair work through Flyght Products in the amount of $6242.00; if additional damage is identified a new estimate will need to be provided for the change order. **The motion** passed unanimously.

Sewer Manhole Repairs Quote

C. Kelly asked for clarification about whether the area surrounding the manhole or the manhole itself is needs to be replaced. C.A. Daykin explained that the manholes will be resealed during this process. C. Nelson offered a detailed description of the typical process to address leakage points in manholes. C. Crawford pointed out that rainwater entering the system through the manholes has been an issue in the City. C. Weaver pointed out that this repair work is a cost-effective solution to the problem. **A motion** was made and seconded to approve the manhole repair work for manholes 9, 10, 39. 235, 316 and 318 through Underground Tech at a price not to exceed $8,000. **The motion** passed unanimously.

Water System Development Charge Established

A motion was made and seconded to authorize the establishment of a Water SDC for a 3/4 -inch meter in the amount of $7,937. C. Nelson inquired as to whether the 3/4-inch size is becoming more common to which C.A. Daykin explained that he discussed this with public works staff who indicated that though they have none in the system right now it is not an issue for them. C.A. Daykin offered that in this particular case, the meter is located in a subdivision that has a teed service with two different lots; one of the houses on the lot is being converted to a group home and is required to have a fire suppression system. The flow of water needs to be increased to serve that need and the only alternate process would be to place a 1-inch meter and incur those additional costs. C.A. Daykin explained that the 3/4-inch meter can be accommodated by the existing service line that serves the two properties. M. Russ voiced his opinion that the 3/4-inch size is fairly common in residential areas. **The motion** passed unanimously.

City Administrator Salary

M. Russ inquired about whether the City Administrator has already completed the previously authorized step process. C.A. Daykin explained that there are no steps for the City Manager/City Administrator position; it is a negotiated contract with the City. C. Adlong recalled that Council established a two-year plan in 2018; a new plan is needed for 2020. C. Crawford voiced support of the requested terms given C.A. Daykin's years of experience and comparable salaries with other City Administrator's who have similar experience in comparative size cities. C. Nelson and C. Weaver voiced support as well. C. Adlong voiced agreement with the salary amount as well as the vacation leave requested, which she noted is comparable to what long-term Federal government employees would receive. It was noted that the position of City Administrator does not earn comp time, though some agencies do provide a benefit called admin time, as shown on the graph on page 59. Discussion ensued and C.A. Daykin shared his belief that admin time is not necessary for the position. The consensus of Council was to authorize C.A. Daykin to move forward with preparation of an amendment to the employment agreement for Council's consideration at a future meeting.

C. Svicarovich inquired about whether C.A. Daykin is still on track with his projected retirement plan, and how these changes work with setting aside funds/resources for hiring a new City Administrator at some point. C.A. Daykin discussed that he did reach out to several different firms which complete this type of recruitment work. He explained that he does have some money in the budget for this though he is not sure it will be spent in the coming fiscal year budget or whether it will serve as a placeholder until needed. He explained that the process of hiring a new City Administrator/City Manager typically takes 5-6 months from start to finish; 3 months for the recruitment process and then allowing enough time for a person to accept the position and make arrangements to relocate. Discussion ensued.

Council Concerns and Committee Reports

C. Nelson discussed a letter received from Jody and Michelle Kropf regarding a soft request for some monies off of local water bills in exchange for spending money at local restaurants. It was noted that the Cites of Newberg and McMinnville have been offering similar programs, though these larger cities were noted to be better equipped at dealing with that financially than Dundee. Lengthy discussion ensued regarding the pros and cons of these types of programs, as well as additional discussion about programs offered in other cities in the county. C. Crawford pointed out that it appears that only a few restaurants are open right now in Dundee, all of which appear to be offering takeout. Discussion ensued.

M. Russ pointed out that it appears that our area is on the downhill side of things. C. Crawford discussed that he heard on recent news that Phase 1 of reopening of restaurants (with limited seating) would potentially begin at the end of May (if Covid-19 cases drop for two weeks), with Phase 2 beginning the first or second week of June, and groups of 50 or more beginning two weeks after that. He pointed out that would mean it would be late June before things returned to close to normal in our area.

M. Russ inquired about whether the budget for water utility could stand up to a program similar to what other cities are offering. C.A. Daykin discussed that both water and sewer budgets are tight with ongoing projects, and that Dundee can ill afford to use system money for non-system purposes at this point in time. C.A. Daykin discussed that his greatest concern are the families who have lost their jobs and are struggling to pay their water bills and pointed out that the list of delinquent utility customers is about three times as long as normal.

The consensus of Council was to continue the policy of not shutting off services to those with past due accounts for the month of April. The importance of establishing payment plans for these accounts was discussed at length. C. Crawford discussed some of the details of the stimulus package being provided to many.

Conversation ensued regarding the economic impacts to some of Dundee's local businesses. C. Crawford discussed the relationships of the businesses within the tourism industry, and the importance of the tasting rooms being open in order for tourism to begin to thrive again in Dundee. C. Kelly discussed in detail some of the impacts to the local wine bottling industry as well as discussed social distancing and safety precautions being taken. C. Weaver voiced appreciation of hearing some updates regarding local businesses.

C. Svicarovich discussed that while she believes it is great that the City of Newberg is offering such a program, the City has also let go of some its employees. She pointed out the importance of having a good understanding of how potential programs would affect the overall budget. C. Svicarovich inquired about what the anticipated impacts are to the budget as a whole given the recent changes in the economy. C.A. Daykin discussed that there will likely be an impact to the gas tax, though he has not factored in a decrease as he is unsure of the impact. C. Svicarovich discussed some of the impacts reflected in budget documents at the City of Newberg. She voiced support of checking into what other local cities are projecting as upcoming shortfalls and discussed the importance of trying to build these shortfalls into the upcoming budget. Discussion ensued. C.A. Daykin explained that Dundee does not depend nearly as much as other cities on the transient room tax for general operations. With regard to the gas tax, Dundee would still be able to undergo the operational expense but just may not have as much money to set aside for larger projects for future. C. Adlong inquired about State shared revenues which C.A. Daykin pointed out is a relatively small portion of the overall revenue in the general fund. Additional detailed discussion ensued. C.A. Daykin offered that budgetary concerns can be addressed in more detail during the budget process. C. Crawford inquired about whether the restaurants being closed is

impacting the sewer overage charges for the budget. C.A. Daykin affirmed that this would impact the system revenues though pointed out that the wineries are much bigger customers than the restaurants.

C. Weaver voiced appreciation of the report received from Amy Hanifan, Interim Fire Chief. He pointed out the value in receiving the information. C. Weaver also voiced appreciation of receiving the reports from Public Works provided by Chuck Simpson. With regard to the previously discussed flushable wipes concern, Simpson discussed that they have noticed an increase in the prescreening waste at the plant from 2 garbage cans weekly to now 4 cans weekly. Council voiced support of posting a message about flushable wipes on the Fire Department reader board.

C. Crawford inquired about how many meters were repaired, a detail not reflected on the PW Quarterly Report. Simpson explained that approximately 20-30 meters were repaired. Simpson explained that some of the meters were reading incorrectly while some were not reading at all.

Mayor's Report

M. Russ acknowledged that the City's first electronic Zoom meeting has gone well tonight. He voiced support of the next meeting also being held in the same fashion, including receiving updated information about events in the City and County as was provided this evening.

City Administrator's Report

C.A. Daykin discussed that the next City Council meeting is scheduled to be held on May 5, 2020. He explained that at this time he only has one or two items for the meeting agenda. The consensus of the Council was move forward with the May 5th meeting as a regular Council meeting.

C.A. Daykin discussed that Newberg-Dundee Police Chief Brian Casey shared with him that this week will be his final week as he is retiring. He discussed that Chief Casey voiced that he appreciated serving the City of Dundee in his capacity as Police Chief. C. Weaver explained that Jeff Kosmicki will serve as the interim Chief.

C.A. Daykin discussed that the May Planning Commission meeting was canceled, though an application will be coming forward for the cell tower conditional use which will be heard at the June 17, 2020 meeting. He pointed out that there is still one vacancy on the Planning Commission and an application was received. He provided a visual copy of a map reflective of where the present Planning Commissioners reside in Dundee, all of which 5 members are located on the northern side of town with no representation from the east side of Highway 99W. The consensus of Council was to hold the Planning Commissioner vacancy open until the May 19, 2020 City Council meeting.

The meeting was adjourned at 7:58 P.M.

_____
David Russ, Mayor

Attest:

_____
Rob Daykin, City Administrator/Recorder

Kennedy Jenks

April 30, 2020

Mr. Rob Daykin
City Administrator
PO Box 220
620 SW 5th Street
Dundee, OR 97115

Subject: Engineers Recommendation of Award
WWTP Biosolids Maintenance Program
City of Dundee, Oregon
1776010.00

Dear Mr. Daykin:

The City of Dundee advertised the City of Dundee Biosolids Maintenance Program in the Pamplin Media Group Business Tribune on 17 April 2020 and opened bids at 2:00 PM on 29 April 2020. The intent of this project is to obtain a long-term maintenance service contract to manage, remove, and land apply biosolids over the next nine (9) years, targeting biosolids removal every three years. The contractor will be responsible for all aspects of the City of Dundee Biosolids Maintenance Program. The maintenance program requires removal of biosolids from the lagoons, transportation of biosolids, land application of biosolids, and all associated work necessary to manage the biosolids program in accordance with all applicable state and federal regulations. This also includes aspects of permitting, applying and obtaining land application sites for the beneficial use of the City's biosolids and for DEQ land application site authorizations.

Three prospective bidders were on the planholder's list and two proposals were received. Two of the planholders partnered on the proposal, therefore all prospective bidders proposed on the project. Quotes are summarized in the Table 1 below. The Contractor proposals are included in Attachment A.

The request for proposals identified a weighted scoring system that would be used to evaluate responsive and responsible proposals. Through the evaluation process, one proposal was found to be incomplete, failing to provide responses required under the Qualifications and Responses section of the Request for Proposal. Specifically, the proposer failed to provide responses to questions about past DEQ Violations. Therefore, the summary of contractor bids presented below is only provided for the responsive and responsible bidder.

Table 1: Summary of Biosolids Management Program Contractor Bids

Contractor	Combined Evaluation Results	Bid Amount ($ per 100 DT removal event)
Synagro	92	$134,800
Fire Mountain Farms	80	Incomplete[a]

A. Fire Mountain Farms did not provide a complete Certification form, nor answers to the DEQ enforcement/violation questions. Finally, the land dedicated for biosolids applications for Dundee is currently allocated to City of Lafayette.

Based on the above information, Kennedy Jenks recommends the City of Dundee award the Biosolids Maintenance Program contract to Synagro.

421 SW 6th Avenue, Suite 1000 | Portland, OR 97204
Phone: 503-423-4000

Please contact me at your convenience if you would like to discuss the bids further.

Very Truly Yours,

KENNEDY/JENKS CONSULTANTS

Michael Humm, P.E.

Enclosure (Request for Proposals, Synagro Proposal, Fire Mountain Farms Proposal)

cc: Dana Devin-Clarke, PE

Appendix A: Request for Proposal

Kennedy Jenks

421 SW 6th Avenue, Suite 1000
Portland, Oregon 97204
503-423-4000
FAX: 503-295-4901

PROJECT MANUAL

CITY OF DUNDEE BIOSOLIDS MAINTENANCE PROGRAM

REQUEST FOR PROPOSAL

April 2020

Prepared for

City of Dundee, Oregon
620 SW 5th Street
Dundee, Oregon 97115

K/J Project No. 1776010.00

CITY OF DUNDEE, OREGON

BIOSOLIDS MAINTENANCE PROGRAM

REQUEST FOR PROPOSAL

Note: Sections in bold and italicized are provided in this Submittal

PROJECT MANUAL

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Request for Proposal

Exhibit A: Bid Form

Exhibit B: Certification

Exhibit C: Sampling Results and NANI Certification Form

Exhibit D: Agreement

Exhibit E: Biosolids Removal, Transportation and Land Application Specification

CITY OF DUNDEE, OREGON
REQUEST FOR PROPOSAL
BIOSOLIDS MAINTANENCE PROGRAM
DUE: 2:00 PM on APRIL 29th, 2020

The City of Dundee (City) wishes to enter into an Agreement for management and maintenance of their biosolids program. Interested contractors must submit quality-based proposals and quotations to this Request for Proposal (RFP).

The contractor shall submit one original copy of the Proposal labeled "Dundee Biosolids Maintenance Program" to either the following address:

Mr. Rob Daykin
City Administrator
City of Dundee
620 SW 5th Street
Dundee, OR 97115

Or

Bids may also be emailed to Rob.Daykin@dundeecity.org

Proposal are due on or before April 29th, 2020 at 2:00 p.m. Submittals postmarked before the deadline but received afterward will not be considered. Late or faxed proposals will not be considered.

Kennedy/Jenks Consultants (Kennedy Jenks) is providing professional engineering services for the project and will be assisting the City in the contractor selection process. Bid documents are provided by Kennedy Jenks. Inquires during the selection process or requests for Bid Documents and can be made by calling Dana Devin-Clarke at 503-423-4051 or by email at DanaDevinClarke@KennedyJenks.com .

Overview

The City owns and operates the City of Dundee Wastewater Treatment Plant (WWTP). Through the treatment process, the plant generates biosolids which are stored in two lined facultative sludge lagoons.

The intent of this RFP and the resulting biosolids management and maintenance Agreement is to obtain the services of a professional biosolids management firm for an Agreement duration of nine (9) years, to be responsible for all aspects of the City of Dundee Biosolids Maintenance Program (Program). This includes aspects of permitting, applying and obtaining land for the beneficial use of the City's biosolids and for DEQ land application site authorizations. The maintenance program requires removal of biosolids from the lagoons, transportation of biosolids, land application of biosolids, all associated work necessary to manage the biosolids program in accordance with the specifications and requirements herein, and all applicable state and federal regulations. It is the intent of the City that a minimum of 100 dry tons of biosolids be removed and land applied every three years beginning in 2020. The Agreement shall be awarded to the lowest cost, responsible and qualified bidder (contractor) whose proposal satisfies all the requirements of this RFP.

Biosolids Quality

City staff will perform lagoon solids sampling at least 6 months prior to the land application season to comply with their NPDES permit requirement. Sampling results from an accredited laboratory will be provided to the biosolids maintenance contractor. Solids analysis will include the requirements set forth in Oregon Administrative Rules (OAR) Chapter 340 Division 50 as follows: Total Solids (% dry wt.), Volatile solids (% dry wt.), Biosolids nitrogen for; NH3-N;N03-N;&TKN (% dry wt.),Phosphorus (% dry wt.), Potassium (% dry wt.), pH (standard units), pollutants content for: As, Cd, Cu, Hg, Mo, Ni, Pb, Se, & Zn, measured as total in mg/kg. The City will supply a completed Notice and Necessary Information (NANI) form and a signed Certification Statement certifying biosolids have met the vector attraction reduction and pathogen requirements of 40 CFR Part 503 for land application of Class B biosolids. Sampling results and the NANI form for 2020 are included in Exhibit C.

Project Schedule

All work shall be performed and completed at regular intervals. It is the intention of the City to award this biosolids maintenance Agreement for a period of nine (9) years with a nine (9) year renewal option beginning on or about May 5, 2020.

All biosolids will be available for removal from the WWTP facility lagoons Monday through Saturday 7:00 am to 7:00 pm.

Selection Committee

A Selection Committee composed of a combination City staff and Kennedy Jenks project staff will review the RFPs and make a recommendation to City Council for selection of the Biosolids Management Contractor for the Dundee Biosolids Maintenance Program.

Proposal Submittal

Proposals shall contain all pertinent information required for evaluation of biosolids program management contractors based on the Evaluation Criteria summarized in this RFP. Submittals shall be limited to 10 pages in length double sided. Use 8 ½ X 11 paper formatted with 12-point font size and one-inch margins.

The proposal is split into three sections each with a maximum allotted point value. The total of the three sections will result in the overall Proposal score. A summary of each section's scores is provided below.

All responsive proposals from contractors will be reviewed and evaluated by the Selection Committee. The proposals shall include the following minimum criteria, in addition to responses to other items requested herein:

Section 1: Introduction Letter (5 points)

Letter of Introduction that contains:

- Name, telephone number, fax number and email address of a contact person and project manager for your proposal.
- Primary business experience, length of time in business, ownership, location of offices, and other introductory information.

- A statement that your proposal will be valid for a period of at least 90 days.
- The letter should be signed by an authorized representative of your firm who is legally authorized to bind the firm to its proposal and cost schedule, can participate in agreement negotiations and is authorized by your firm to sign the final agreement.
- A statement that all licenses and permits necessary to prosecute and complete the work can be secured by the Contractor.
- A statement that insurance certification with required coverages and deductibles can be secured by the Contractor prior to starting work.
- Following the Introduction Letter, include a signed Certification Form attached as Exhibit B CERTIFICATION FORM. This document will not count towards your page count but must be submitted to be considered a responsible bidder.

Section 2: Qualifications and References (40 points)

Provide a summary of applicable qualifications and references that contain:

- Describe the years of experience of your company and your company's key personnel in the management of biosolids programs. Include the length of employment of each employee who will be performing the work. Include the following for key staff:
    - Name, location, and telephone number of the representative to contact regarding all matters.
    - Name(s) of staff agronomist(s) who will perform the agronomic and technical reporting requirements of this project. Please also describe previous work obtaining biosolids site authorizations through Oregon DEQ and the local regional office.
    - Staff or subcontractors providing ancillary service capabilities (e.g., de-watering, hauling, management of liquid biosolids, etc.).
- Describe all the equipment that will be used to perform the work.
- Provide a list of customers (five minimum) for whom you have provided similar services during the last five years. "Similar services" includes land application of bulk materials over a significant period in accordance with pre-established schedules and protocols. Provide the name and telephone number of a contact person for each customer.
- Answer the following questions:
    - Have you ever been involved in a DEQ enforcement action? If so, explain the circumstances and how was it resolved.
    - Have you ever had a DEQ violation attributed to one of your transportation, hauling or land application contracts? If so, explain the circumstances and how was it resolved.
- Provide the proposed analytical laboratory to be used to complete the required soil sampling analytics.
- Inventory of Oregon land available to be permitted for land application and current sites which bidder currently performs land application.

Section 3: Bid Form Quotation (55 points)

Bidders shall submit a firm unit price per dry ton of biosolids removed and land applied. The unit price shall include all costs, including but not limited to direct costs, indirect costs, securing land application sites, required DEQ approved site authorizations, monitoring and testing of land application sites, biosolids removal operations, mobilization, dredging, dewatering (if preferred), loading, transport, land application, overhead, and profit to the contractor in fulfillment of this Agreement.

The price shall remain firm until May 5, 2021, then, and on each subsequent May 5th of the Agreement period, the unit price shall be adjusted by the latest yearly percentage change in the CPI-U. For the purposes of this document the CPI-U is defined as the United States Average Consumer Price Index (unadjusted) for All Urban Consumers for All Items.

Evaluation of Proposals

The Selection Committee will evaluate those proposals which conform to the proposal instructions and meet the stated qualifications. The evaluation process will begin with an analysis of each proposal using the evaluation criteria below.

Criterion	Weight
Introduction Letter	5 points
Qualifications and References	40 points
Bid Form Quotation	55 points
Total	100 points

Negotiations

The City may enter into negotiations for the agreement with the highest ranked proposer. In the event negotiations are unsuccessful, the City will terminate the negotiations and negotiate with the second highest ranked proposer.

Clarifications

The City reserves the right to seek clarification of each proposal submitted. The City reserves the right to require other evidence of technical, managerial, financial, or other abilities prior to selection.

Notice of Intent to Award

Upon completion of the proposal evaluation process, the City will advise the proposers of its number one selection seven days prior to issuing a Notice of Intent to Award.

Agreement or Selection Process Timelines

Preliminary timelines for the Dundee Maintenance Program selection process are summarized in Table 1 below. The City reserves the right to modify the preliminary timelines, as necessary, throughout the contractor pre-selection process. Timelines are subject to modification at the sole discretion of the City.Table 1. Preliminary Timelines for Biosolids Management and Maintenance Program

RFP Submission Deadline	April 29, 2020
Biosolids Maintenance Program Contractor Selection Recommendation to City Council	May 5, 2020
Year 1 Biosolids land application	July through September 2020

Conditions Related to Submittals

Acceptance, Rejection, or Cancellation of Award

1. This RFP does not constitute an offer to contract and does not commit the City to award of an Agreement to anyone, or to pay any costs incurred in the preparation and submission of proposals. All costs of the quote process, interviews, Agreement negotiations, and related expenses are the responsibility of the proposer.

2. The City reserves the right to accept or reject any or all proposals received as a result of this selection process and to negotiate with any qualified proposer(s) for all or part of the requested services. The City reserves the right to waive any informality or irregularity in any proposal or proposals.

3. The City reserves the right to delay, suspend or cancel all or part of this RFP at any time before execution of an Agreement for any reason determined by the City to be in the public interest.

4. Acceptance of a proposal is subject to budget approval, appropriation, or budgetary constraints at the City.

5. All submittals become the property of the City of Dundee, Oregon.

Interpretations and Addenda

1. The City will notify proposers of any addenda by email. It is the responsibility of interested contractors to request a copy of the RFP from Kennedy Jenks and to verify they are listed with the correct contact information on the RFP-holders list.

2. If necessary, interpretations or clarifications in response to questions will be issued by Addenda to all parties included on the RFP-holders list.

Communication Procedures

The requirements of this section are intended to ensure the fair and equal treatment of all proposing contractors. Until the City issues its Notice of Intent to Award, contractors are prohibited from contacting the City, its representatives, or its employees for marketing or solicitation purposes related to this proposal.

Disregard of the requirements of this section will result in the disqualification of the contractor.

The WWTP site can be made available for access to contractors interested in viewing the site as part of preparation of their proposal. Site access is subject to City Staff availability. Access can be requested by contacting the following City representative:

- Mr. Jared Nunley, WWTP Operator: 503-538-6700

Agreement

The selected contractor will be required to execute the agreement attached hereto as Exhibit D AGREEMENT as written. Except for terms that concern compensation, which will be placed in an exhibit to the agreement, the agreement is not negotiable. Submission of a proposal constitutes acceptance of the terms of the agreement. You do not need to submit a signed copy of the agreement with your proposal.

Proposal Withdrawal

Any proposal may be withdrawn at any time before the proposal due date and time, by providing a written request in an email for the withdrawal of the proposal to the City Administrator. A duly authorized representative of the proposer's firm shall execute the request. Withdrawal of a proposal will not prejudice the right of the proposer to file a new proposal.

EXHIBIT A:
PRICE SHEET
BIOSOLIDS MAINTENANCE PROGRAM

Base Bid Itemization

Bid Item	Description	Unit	Qty	Unit Price (per DT)	Bid Price
1	Biosolids Removal	DT	100		
2	Land Management and Land Application	DT	100		
				Total Bid Price	

Quantity (QTY) represents the expected quantity of biosolids to be removed at each Removal Event.

EXHIBIT B:
CERTIFICATION FORM

City of Dundee, Oregon (City)

In this Certification Form the term "bidder" shall also mean Contractor and "bid" shall also mean Proposal:

NOTICE TO CONTRACTOR: ALL INFORMATION REQUIRED ON THIS FORM IS TO BE COMPLETED BY THE CONTRACTOR AND EITHER TYPEWRITTEN OR WRITTEN IN INK. THE FORM SHALL BE SIGNED IN INK BY AN AUTHORIZED CONTRACTOR REPRESENTATIVE.

The undersigned acknowledges, attests and certifies individually and on behalf of Contractor that:

(1) He/she is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Proposal and all Addendum or Addenda, if any are issued and has the power and authority to enter into and perform the Agreement and that the Agreement, when executed and delivered, shall be a valid and binding obligation of Contractor and enforceable in accordance with its terms.

(2) This Proposal shall be irrevocable for 90 days after the opening of the Proposals.

(3) Contractor, acting through its authorized representatives, has read and understands all Request for Proposals (RFP) instructions, Special Terms and Conditions, Agreement terms and conditions contained in this RFP document, and has received, read and understood Addenda Numbers._____, _____,_____,_____. If no addenda were received, write "None Received" in the first blank provided.

(4) The Proposal submitted is in response to the specific language of the RFP and Contractor has made no assumptions based upon either (a) verbal or written statements not contained in the RFP or any Addenda.

(5) City shall not be liable to Contractor for any expenses incurred by Contractor in preparing and submitting its Proposal or in participating in the Proposal evaluation/selection process.

(6) Contractor will furnish the designated service(s) in accordance with the Proposal Special Terms and Conditions and requirements, and will comply in all respects with the terms of the resulting Agreement upon award.

(7) Contractor certifies that Contractor has not discriminated and will not discriminate, in violation of ORS 279A.110(1) against any minority, women or emerging small business enterprises certified under ORS 200.055, or against a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225, in obtaining any required subcontracts.

(8) Neither he/she nor any principals of Contractor are presently debarred, suspended, proposed for debarment, or declared ineligible from submitting quotes or proposals by any federal, state or local entity, department or agency.

(9) Contractor has not been convicted or had a civil judgment rendered against them within a three-year period preceding the date of this Certification Form for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performance of a public (federal, state or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, tax evasion, or receiving stolen property.

(10) Contractor is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 9 of this Certification Form.

(11) Contractor has not had one or more contracts terminated for default by any federal, state or local public agency within a three-year period preceding the date of this Certification Form.

(12) This Proposal has been arrived at independently and has been submitted without any collusion designed to limit independent proposing or competition. Contractor and its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to submitting a proposal on any public contract.

(13) Contractor certifies that it has designated any trade secret or confidential information, as these terms are defined in ORS Chapter 192, in its Proposal as required by the RFP. Undesignated data may be released to any person submitting a public records request.

Contractor Name: _____

Contractor Signature: _____

Printed Name: _____

Title, if applicable: _____

Date of Certification: _____

Phone: _____ Fax: _____

E-Mail: _____

EXHIBIT C.
BIOSOLIDS NOTICE AND NECESSARY INFORMATION

This form is to assist compliance with the bulk biosolids notification requirements as outlined in OAR 340.050. Please note, however, that if the biosolids meet the exceptional quality criteria, then the notification requirements do not apply. This form can be used by preparers of biosolids to transmit information to land appliers and also by land appliers to transmit information to land owners or lease holders.

	Preparer	Land Applier
Name	City of Dundee	Contractor – To Be Determined
Address	23310 Fulquartz Landing	
City, State	Dundee, Oregon	
Phone	97115	

Application Location	To Be Determined
Biosolids Type	To Be Determined
Quantity *(Dry Tons)*	100 DT
Compliance Period	-
Permit Number	101722

1. Pollutant Concentrations [mg/Kg (dry weight basis)] per OAR 340.050.0026			
Pollutant	Table 1 Ceiling Concentration Limits	Table 3 Pollutant Concentration Limits	Date:
			Measured Concentration
% Solids	-	-	
Arsenic	75	41	
Cadmium	85	39	
Copper	4300	1500	
Lead	840	300	
Mercury	57	17	
Molybdenum	75	-	
Nickel	420	420	
Selenium	100	100	
Zinc	7500	2800	

TKN	Required to determine appropriate rate for Land Application.	
Ammonia-nitrogen		
Organic-nitrogen		
Nitrate-nitrogen		

2. **Pathogen Reduction** (*check all that apply; in accordance with 40 CFR 503.32*)	
Class A	**Class B**
☐ **Alternative 1** (*time/temperature*)	☐ **Alternative 1** (*7 samples*) Geometric Mean:
☐ **Alternative 2** (*pH/time/temperature/% solids*)	**Alternative 2** (*process to significantly reduce pathogens [PSRP]*) ☐ Aerobic digestion ☐ Air drying ☐ Anaerobic digestion ☐ Composting ☐ Liming
Alternative 3 (*process to further reduce pathogens [PFRP]*) ☐ Composting ☐ Heat drying ☐ Heat treatment ☐ Pasteurization ☐ Beta ray irradiation ☐ Gamma ray irradiation ☐ Thermophilic aerobic digestion	
☐ **Alternative 4** (*PFRP equivalent*)	☐ **Alternative 3** (*PSRP equivalent*)

3. **Vector Attraction Reduction** (in accordance with *40 CFR 503.33*)	
☐ **Alternative 1** (*38% volatile solids reduction*) Percent Reduction: _____	☐ **Alternative 4** (*pH stabilization*)
☐ **Alternative 1a** (*bench test-anaerobic*) Percent Reduction: _____	☐ **Alternative 5** (≥*75% solids*)
☐ **Alternative 1b** (*bench test-aerobic*) Percent Reduction:	☐ **Alternative 6** (≥*90% solids*)
☐ **Alternative 2** (*SOUR*)	☐ **Alternative 7** (*injection*)
☐ **Alternative 3** (*aerobic process*)	☐ **Alternative 8** (*incorporation*)

4. **Certification Statement** (*must be signed by the **Responsible Official** or a **duly authorized representative***)
"I certify, under penalty of law, that the following were met (check boxes, as applicable): *-The pollutant ceiling concentration limits in 40 CFR 503.13 Table 1.* *-The pollutant concentration limits in 40 CFR 503.13 Table 3.* *-The Class A pathogen reduction requirements in 40 CFR 503.32* *-The Class B pathogen reduction requirements in 40 CFR 503.32* *-The vector attraction reduction requirements in 40 CFR 503.33* *This determination was made under my direction and supervision in accordance with a system designed to ensure that qualified personnel properly gather and evaluate the information used to determine that pathogen reduction requirements, vector attraction reduction requirements, and pollutant concentration limits have been met. I am aware that there are significant penalties for false certification including the possibility of fine and imprisonment."* **Responsible Official Signature** _____Date_____ **Responsible Official Name and Title** _____, _____
***Form to be completed and provided prior to removal event*

Alexin Analytical LABORATORIES, INC.
Professional Laboratory Services
13035 SW Pacific Hwy
Tigard, OR 97223
Tel.: (503) 639-9311 Fax: (503) 684-1588

ANALYSIS REPORT

Reported: 04/15/2020
Received: 03/23/20
Sampled By: Jared Nunley
Sampled: 3/23/20 9:50 am
Work Order: 0083009

CLIENT
Dundee, City of
Attn: Jered Nunley
PO Box 220
Dundee OR, 97115
Phone: (503) 538-6700

Project: South Lagoon
Project # : N/A
PO # :
Sampling Location: 23310 NE Fulquartz Landing Rd, SFL
Sample Matrix: Sludge
Sample Name: Composite, sludge sample, com
Sample Type: Composite

Lab Number	Composite, sludge sample, comp				
0083009-01	Method	Result	Units	dry mg/kg	Analysis Date/ Time
Arsenic	EPA 200.9	<0.120	mg/kg	< 5.0	03/26/2020
Cadmium	SM 3111B	<0.20	mg/kg	< 8.3	03/31/2020
Copper	SM3111B	4.44	mg/kg	185.0	03/31/2020
Lead	EPA 200.9	0.968	mg/kg	40.3	03/25/2020
Mercury	EPA 245.1	0.0224	mg/kg	0.9	04/07/2020
Nickel	SM 3111B	<1.00	mg/kg	< 41.7	03/31/2020
Selenium	EPA 200.9	<0.200	mg/kg	< 8.3	04/14/2020
Zinc	SM 3111B	11.5	mg/kg	479.2	03/24/2020

Lab Number	Composite, sludge sample, comp				
0083009-01	Method	Result	Units		Analysis Date/ Time
pH	EPA 150.1	7.0	pH Units		03/23/2020
Total Solids	SM 2540-B	2.4	Weight %		04/06/2020
Total Volatile Solids	SM 2540-E	81.3	Weight %		04/06/2020
Total Kjeldahl Nitrogen	EPA 351.3	6870	mg/kg	28.625 %	03/24/2020
Ammonia as N	SM 4500-NH3F	628	mg/kg	2.617 %	03/23/2020
Nitrate as N	SM4500-NO3 D	<5.0	mg/kg	<0.021 %	04/03/2020
Potassium	SM 3111B	92	mg/kg	0.383 %	04/09/2020
Phosphorus	EPA 365.3	326	mg/kg	1.358 %	04/07/2020

MRL = Minimum Reporting Limit MPN = Most Probable Number

Approved by: _____
Adriana Gonzalez-Gray
Laboratory Director

This report shall not be reproduced, except in full, without the written approval of the laboratory.
This report reflects the results for this sample only.

EXHIBIT D:
CITY OF DUNDEE
BIOSOLIDS MAINTENANCE PROGRAM

AGREEMENT
FOR
MAINTENANCE SERVICES

THIS AGREEMENT is entered into on the ____ day of May 2020, by and between _____, _____, hereinafter "CONSULTANT", and City of Dundee, an Oregon municipal corporation, hereinafter "CLIENT", (collectively, referred to as the "PARTIES"). The PARTIES hereto agree as follows:

1. **Term**. This Agreement shall become effective upon the date of execution and shall extend for an initial term of nine (9) years until _____, 2029. This Agreement may be renewed for additional nine (9) year term upon mutual agreement of the PARTIES. If either party wishes to extend the Agreement, it will notify the other party no later than 180 days prior to the expiration of the term.

2. **Scope of Services.** CONSULTANT agrees to provide and perform certain professional maintenance services as set forth in Exhibit "B", attached hereto and incorporated herein by reference (the "Program").

3. **Independent Contractor.** CONSULTANT or acknowledges that for all purposes related to this Agreement, CONSULTANT is and shall be deemed to be an independent contractor as defined by ORS 670.700 and not an employee of CLIENT, shall not be entitled to benefits of any kind to which an employee of CLIENT is entitled and shall be solely responsible for all payments and taxes required by law. Furthermore, in the event that CONSULTANT is found by a court of law or any administrative agency to be an employee of CLIENT for any purpose, CLIENT shall be entitled to offset compensation due, or to demand repayment of any amounts paid to Contractor under the terms of this Agreement, to the full extent of any benefits or other remuneration CONSULTANT receives (from CLIENT or third party) as a result of said finding and to the full extent of any payments that CLIENT is required to make (to CONSULTANT or to a third party) as a result of said finding. The payment made to CONSULTANT pursuant to this Agreement shall be the full and complete compensation to which CONSULTANT is entitled. CLIENT shall not make any federal or state tax withholdings on behalf of CONSULTANT, nor shall CLIENT be required to pay any workers' compensation insurance on behalf of CONSULTANT.

4. **Compensation.** CLIENT agrees to pay CONSULTANT on a unit price basis per the attached Exhibit "A" as compensation for services rendered in accordance with the scope of work also referenced in the RFP. Invoices are due within 30 calendar days of completion of service, and CLIENT agrees to process and pay for services within 30 calendar days of receipt of invoices. All notices, bills and payments shall be made in writing and may be given by personal delivery, mail or by fax. Payments may be made by personal delivery, mail, or electronic transfer. The following addresses shall be used to transmit notices, bills, payments, and other information:

CLIENT	CONSULTANT
Attn:	Attn:
Address: P.O. Box 220 620 SW 5th Street Dundee, OR 97115	Address:
Phone: 503-538-3922	Phone:
Fax:	Fax:
Email:	Email:

and when so addressed, shall be deemed given upon deposit in the United States mail, postage prepaid, or when so faxed, shall be deemed given upon successful fax. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to who notices, bills and payments are to be given by giving written notice pursuant to this paragraph.

5. **Changes.** CLIENT, without invalidating this Agreement, may order changes in the services within the general scope of this Agreement consisting of additions, deletions or other revisions, and the contract sum and the contract time shall be adjusted accordingly. All such changes in the services shall be authorized in writing executed by CONSULTANT and CLIENT. In any case in which CONSULTANT performs changed or additional services without first receiving a written change order from the CLIENT, CONSULTANT will not be entitled to compensation for such services. The cost or credit to CLIENT resulting from changes in the services shall be determined in accordance with the fees and/or rates set forth in Exhibit "A." If none of the methods set forth in Exhibit "A" are applicable to the changes, the cost or credit to CLIENT shall be determined by mutual agreement.

6. **Compliance with Laws.** CONSULTANT shall have full and exclusive responsibility for compliance with all federal, state, and local requirements pertinent to its employees, methods, and procedures utilized in its performance of this agreement. Any activity of CLIENT in connection with the observation of services being performed by CONSULTANT is not intended to include review of CONSULTANT'S safety measures or other matters bearing upon the performance of the services by CONSULTANT. CONSULTANT, the Sub-consultants, if any, and all employers providing services, labor or materials under this Agreement are subject employers under the Oregon workers' compensation law and shall comply with ORS 656.017. CONSULTANT represents that it is, to the best of CONSULTANT'S knowledge, not in violation of any Oregon Tax Laws.

7. **Professional Expertise.** CONSULTANT represents it is skilled in the professional expertise necessary to provide the services required under this agreement.

8. **Liens.** CONSULTANT shall not permit any liens to attach to the work or property involved by reason of the performance of its services.

9. **Indemnification.** CONSULTANT agrees to indemnify, hold harmless and defend CLIENT, and any and all of their directors, officers, employees, agents, successors and assigns from and against all claims, loss, damage, charge or expense, to which they or any of them may be put or subjected arising out of or resulting from any negligent act, error or omission on the part of CONSULTANT, its contractors, its suppliers, anyone directly or indirectly employed by any of them, or for anyone whose acts or omissions any of them may be liable in the performance of the services described in this agreement.

10. **Acts of Other Consultants.** CONSULTANT further agrees that it will not hold CLIENT responsible for loss, damage or injury caused by any fault or negligence of other consultants or contractors providing services in connection with the PROGRAM. CONSULTANT agrees that it will look solely to said consultants or contractors for recovery from them, or any of them, for any such damage or injury.

11. **Insurance Requirements.** CONSULTANT shall maintain in effect at all times during this Agreement insurance coverage as described below. Certificates of all such insurance, executed by the insurer, shall be furnished to CLIENT immediately upon execution of this Agreement and prior to CONSULTANT commencing work.

    Certificates of insurance shall contain the following statement relative to cancellation:

    "Should any of the policies be canceled or materially changed before the expiration date thereof, the issuing company will mail 30 days' written notice to the named certificate holder. Additionally, CONSULTANT shall provide 30 days' written notice to CLIENT upon determination not to renew current insurance coverage."

    a. ***Workers' Compensation.*** Workers' Compensation insurance in accordance with statutory requirements and Employers' Liability insurance with limits of not less than $1,000,000 per occurrence.

    b. ***Commercial General Liability.*** Commercial General Liability insurance, including Contractual Liability, to cover liability assumed under this Agreement, product and completed operations. Limits shall be not

less than $2,000,000 for bodily injury and $2,000,000 for property damage and in an aggregate of not less than $2,000,000.

c. ***Environmental/Pollution Liability***. Environmental/Pollution insurance to cover liability assumed under this Agreement and shall not be less than $2,000.000.

d. ***Business Automobile Liability.*** Business Automobile Liability insurance, including Owned, Hired and Non-Owned Autos, required as set forth below:

Bodily Injury and Property Damage coverage in a combined single limit of not less than $1,000,000.

The above liability policies, except the Workers' Compensation and Employers' Liability, shall be endorsed to provide that CLIENT, its officers, directors, employees and volunteers are named additionally insured, but only in respect to the services to be performed by CONSULTANT for CLIENT.

12. **Termination of Agreement.** This Agreement may be terminated by CONSULTANT upon ten (10) business days prior written notice to CLIENT in the event of material failure by CLIENT to perform in accordance with the terms of this Agreement, through no fault of CONSULTANT, in which failure is not cured by CLIENT within such ten business days. This Agreement also may be terminated by CLIENT, with or without cause, upon ten (10) business days written notice to CONSULTANT. Unless CONSULTANT is in breach of this Agreement, CONSULTANT shall be paid for services rendered to the date of termination in accordance with Paragraph 3 above.

13. **Assignment.** This Agreement shall be binding upon the PARTIES and its successors and/or assigns. Neither CLIENT nor CONSULTANT shall assign its interest in this Agreement without the prior written consent of the other.

14. **Severability.** Should any provision herein be found or deemed to be invalid, this Agreement shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end the provisions of this Agreement are declared to be severable.

15. **Review and Investigation by Consultant.** CONSULTANT has reviewed the services to be provided and has made its own investigation concerning such services. CONSULTANT has determined that it has sufficient information to enter into this Agreement and to perform the services called for herein. CONSULTANT agrees and acknowledges that CLIENT has made no representations or warranties concerning the services to be provided and that CONSULTANT has relied solely upon its own review and investigation in entering into this Agreement.

16. **Asbestos/Hazardous Materials.** CONSULTANT shall be solely responsible for, and shall comply with all applicable federal and state rules and regulations in connection with the identification, handling, containment, abatement, or any other contact with any asbestos or hazardous material if such is present in connection with the services to be performed by CONSULTANT. CONSULTANT shall not look to CLIENT FOR assistance in any way with the services to be performed by CONSULTANT under this Paragraph and immediately shall notify CLIENT IN the event that CONSULTANT becomes aware that any employee of CLIENT IS attempting to assist in any way with these services.

17. **Dispute Resolution.** The parties agree in good faith to attempt to resolve amicably, without litigation, any dispute arising out of or relating to this Agreement. In the event that any dispute cannot be resolved through direct discussions, the PARTIES agree to endeavor to settle the dispute by mediation. Either party may make a written demand for mediation, which demand shall specify the facts of the dispute. The matter shall be submitted to a mediator mutually selected by the PARTIES. The mediator shall hear the matter and provide an informal nonbinding opinion and advice in order to help resolve the dispute. The mediator's fee shall be shared equally by the PARTIES. If the dispute is not resolved through mediation, the matter will be subject to binding arbitration. Matters subject to arbitration shall be settled by the Arbitration Service of Portland, Inc., in accordance with the Rules of the Arbitration Service of Portland, Inc., and CONSULTANT agrees to the consolidation of any arbitration or litigation between the CLIENT and CONSULTANT with other arbitration or litigation involving the CLIENT and the CONSULTANT's services.

18. **Attorneys' Fees.** (Not used).

19. **Amendment.** This Agreement may be modified only by a written amendment executed by both CLIENT and CONSULTANT. The failure of the CLIENT to enforce any provision of this Agreement shall not constitute a waiver by the CLIENT of that or any other provision.

20. **Integration.** This Agreement, including exhibits incorporated herein by reference, represents the entire agreement between the PARTIES, and supersedes all prior agreements, oral or written, and all other communications between the PARTIES relating to the subject matter of this Agreement.

21. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

22. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of Oregon.

23. **No Third-Party Beneficiaries.** Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against the CLIENT or Consultant.

IN WITNESS WHEREOF, CLIENT and CONSULTANT have executed this Agreement this ___ day of _____, _____.

"CLIENT"
City of Dundee, Oregon

By: _____

Title: _____

"CONSULTANT"
_____

By: _____

Title: _____

LIST OF EXHIBITS:

- **Exhibit A:** Proposal for Dundee Biosolids Maintenance Program.
- **Exhibit B:** Scope of Services & Rate Sheet
- **Schedule:** Agreement work shall be completed as needed between 2020 and 2029.

EXHIBIT E
MAINTENANCE WORK FOR
LAND APPLICATION MANAGEMENT, BIOSOLIDS REMOVAL, AND LAND APPLICATION

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK

The City of Dundee (City) owns and operates a wastewater treatment plant (WWTP). Through the treatment process, biosolids are generated and stored in two lined Facultative Sludge Lagoons (FSLs).

The maintenance work includes securing Oregon Department of Environmental Quality (DEQ) authorized site(s) for biosolids land application, dredging and removal of biosolids from the FSLs, haul and land application to the certified site, and pre and post application site monitoring requirements. All site management, including certifications, interactions with site farmers and site monitoring activities such as soil sampling will be coordinated by the Contractor. The work to be performed shall include all labor, tools, materials, fuel and equipment necessary to manage the biosolids application program and remove and land apply the biosolids to the DEQ authorized site. The selected contractor will be required to measure and quantify the total mass of biosolids removed during this program. The Contractor will coordinate with the City to remove solids on a recurring scheduling over the next nine years. The maintenance program assumes one biosolids removal event to be completed once every three years. A minimum of 100 dry tons (DT) biosolids will be removed per removal event.

The Contractor shall be responsible for obtaining Site Authorization(s) from DEQ for all land to which the City's biosolids will be applied. Contractor shall be responsible for all documentation, correspondence, and outreach necessary to obtain DEQ approval and Site Authorization for the City. This includes approvals and agreements with property owners. Work performed by the Contractor shall be in compliance with the DEQ approved Site Authorization Letter for the land application site and the City's NPDES Permit. The Contractor shall be familiar with and perform all maintenance work in compliance with Federal Regulation 40 CFR 503 and Oregon Administrative Rule (OAR) Chapter 340 Division 050.

The City will provide Class B biosolids meeting standards with respect to pathogens in accordance with OAR340-050 and United States Environmental Protection Agency (EPA) Title 40 Code of Federal Regulation Part 503. The Class B biosolids will be provided in the form of 1% to 2% solids within the City's existing FSLs.

1.02 SUBMITTALS

A. PLAN OF OPERATIONS (BIOSOLIDS LAND APPLICATION WORK PLAN)
Submit for information, no copy will be returned.

1. Include name, address, phone number, email address, and brief resume of the superintendent, subcontractors, and major suppliers, as applicable.
2. Include a plan showing contractor's intended use of the site for staging, access and operations. Show location of fence, access points and gates. Show location for contractor's parking, work areas (for equipment operation, loading and stockpiling) and storage areas.

3. Include locations for discharge of wash water and routing of temporary piping to convey flow to these locations.
4. Include location of temporary utility connections and routing, or the utility source if not utilizing a temporary connection to existing utilities (e.g., generator).
5. Include list of equipment required for biosolids removal and transfer to land application site. Provide proposed method for protecting the lagoon liner during dredging and dewatering method if dewatering will occur.
6. Include proposed method of measuring quantities of solids removed from the lagoon.
7. Show calculations of agronomic application rates, and site plans for land application sites showing required buffers, and a sequence of application.
8. Contractor shall provide a letter stating the biosolids were applied at the approved sites in accordance with state and federal laws, and in accordance with DEQ site authorizations. The Contractor shall calculate and report the final agronomic application rates in terms of dry tons per acre, and pounds of nitrogen per acre.

B. BIOSOLIDS REMOVAL RECIEPTS

1. Provide a copy of the Bill of Lading for each vehicle used to transport biosolids including:

-Date of removal
-Truck number
-Driver name
-Gross weight
-Tare of empty truck
-Total tons of biosolids removed
-Field location ID

1.03 COMPLIANCE WITH REGULATIONS

A. The Contractor shall base biosolids plans on land application requirements provided in OAR 340-050 and in 40 CFR Part 503 Biosolids Regulations for Class B biosolids and all other required federal, state and local laws and regulations.
B. Application of biosolids shall be in accordance with the City's Biosolids Management Plan.

1.04 COORDINATION WITH CITY

A. The City will sample the biosolids FSLs according to the NPDES permit before February in the year when solids removal activities will occur. Sampling results will be provided to DEQ and the Contractor a minimum of 6 months prior to biosolids application.

B. Contractor shall notify the City a minimum of 7 days prior to beginning biosolids removal activities onsite. City will ensure the lagoon, where solids will be removed, is offline and a minimum of a 18-inch water blanket remains on top of the biosolids.

C. The WWTP site will be available for access by the Contractor between 7 am and 7 pm, Monday through Saturday (excluding holidays observed by the City).

1.05 USE OF FACILITIES

A. The City shall supply potable water from a hydrant. The Contractor shall be responsible for providing backflow prevention for the connection. Coordinate connection to the hydrant with City staff.

B. Contractor is responsible for providing electrical power for any equipment used during the mixing and removal process.

1.06 BIOSOLIDS SITE AUTHORIZATIONS AND PERMITS

A. The City does not have sites authorized for land application of biosolids. The Contractor shall be responsible for applying for the necessary permits and authorizing the City for all sites receiving biosolids for land application. Contractor shall be responsible for locating long term application locations and applying for any new site authorizations through DEQ for the duration of the management Agreement. Contractor will coordinate biosolids application with farmers and will provide all soil sampling, testing data and monitoring required to meet site authorization requirements.

1.07 BIOSOLIDS QUALITY

A. Contractor to notify owner that biosolids sampling activities are required by January in the year biosolids removal and land application activities will occur. The City will sample the biosolids FSLs according to the NPDES permit before February. Sampling results will be provided to DEQ and the Contractor a minimum of 6 months prior to biosolids application.

B. The Owner is not responsible for the performance efficiency of any item of the Contractor's equipment or equipment system used in this Agreement. Each prospective bidder must evaluate how the biosolids characteristics will influence the performance efficiency of their equipment.

PART 2 – BIOSOLIDS REMOVAL

2.01 BIOSOLIDS DREDGING & DEWATERING

A. Contractor shall provide all material, labor, fuel, power and equipment necessary to perform lagoon dredging services. Contractor may haul liquid biosolids or they may choose to dewater the solids prior to transport using their own equipment. Contractor shall provide all drainage equipment including temporary effluent piping.

Contractor shall employ a mixing and pumping process for biosolids removal. Pumps will be used to mix the biosolids blanket to create a uniform slurry. The mixing pumps shall be in operation at least 24 hours before any biosolids are removed and will continue in operation during the entire biosolids removal process. Notify City a minimum of 7 days in advance if uniform mixing is not required for the dredging process.

Dredging activities shall not damage the lagoon liner along the sides and bottom of the lagoons. Contractor shall repair the liner if damaged.

Contractor shall monitor solids removed from the lagoon using a flowmeter. Submit a daily recording of volume of solids removed from the lagoon to the Owner for the purpose of calculating dry tons of solids land applied. Contractor to provide solids samples once per hour to Owner to test for Total Solids (TS) content. If three consecutive samples return similar TS results, samples may be taken once a day if approved by Owner. Samples shall be collected in a manner approved by the Owner and shall be representative of the material being transferred to land application. The Contractor may supply their own drying oven and calibrated scale to perform TS testing.

All wash down water must be returned to the Lagoon or another plant process location at the discretion of the Owner. The Contractor shall provide and install all necessary fittings, valves, and piping to convey water back to the designated location.

From the time the Contractor informs the Owner the dredging of the lagoon cell is complete

prior to demobilization, the Owner can elect to perform an acceptance survey within 72 hours. The Owner shall perform the acceptance survey by measuring the remaining solids depth throughout the lagoon. After completion of the acceptance survey, the Owner shall immediately review the results to verify the Contractor has removed as many solids as practical. When the Owner determines the dredging of a lagoon cell is complete, the Owner shall issue written notice of that fact to the Contractor.

To the maximum extent possible, all biosolids, and all the Contractors' equipment and supplies must be contained within the WWTP site. Any spillage of biosolids, filtrate, sewage, chemicals, fuel or any debris or materials associated with the Contractor's activities or operations must be cleaned up immediately in a manner approved of by the Owner, at the Contractor's expense.

2.02 BIOSOLIDS HAULING SERVICES

A. Transport vehicles shall be the type(s) approved for biosolids hauling applications. General requirements for vehicles hauling biosolids are that the hauler is licensed to transport special waste, vehicles are to be equipped with tarp systems if required through local ordinances, and that the vehicles have watertight bodies properly equipped and fitted with seals to prohibit spillage or drainage. The contractor's equipment for loading and transport shall be compatible with the City of Dundee's loading area. Equipment shall be maintained and in good working condition.

B. The loading and transport vehicles shall be cleaned as often as necessary to prevent the deposit of biosolids on the exterior of the vehicle or on the roadways. This cleaning shall include, but is not limited to external surfaces, wheels, and undercarriages. Cleaning of the loading area shall be done at least at the end of every business day. Wash water will be returned to the WWTP at a location selected by the Owner.

C. The contractor is responsible for supplying all necessary equipment for loading the biosolids into the trucks. Equipment may be stored overnight at the facility along with transportation equipment during each hauling event. The City of Dundee assumes no responsibility or liability for equipment or vehicles stored overnight at the WWTP.

D. All haul routes to any permitted disposal site in any jurisdiction shall be determined in accordance with all applicable federal, state and local laws, ordinances, permits, rules, and regulations ("Laws"). Said Laws shall be strictly adhered to by the contractors and their employees, agents, and subcontractors.

E. The contractor shall transport biosolids in accordance with Oregon State Department of Transportation (DOT) and DEQ Laws. Any violation of environmental regulations, weight regulations, or traffic laws shall be the sole responsibility of the contractor, who shall indemnify, hold harmless and defend the City of Dundee from any penalty or sanction, civil, or criminal, imposed by reason of any such violation of environmental regulations, weight regulations, or traffic laws.

PART 3 – LAND MANAGEMENT AND LAND APPLICATION

3.01 BIOSOLIDS LAND APPLICATION

Biosolids must be managed and applied at agronomic rates in accordance with the requirements of the Land Application Site Authorization Letters issued by DEQ and obtained by the Contractor. Biosolids must also be managed and applied in accordance with all other applicable Federal, State and local laws, ordinances, rules and regulations. The Contractor will apply biosolids in a manner that will minimize public exposure potential.

A. Coordination of biosolids removal and land application by the Contractor is essential for the success of this project. Biosolids must be transferred to the Land Application Site in conjunction with dredging operations.

B. The general requirements, site restrictions, management practices, record keeping requirements, and reporting requirements shall be strictly adhered to by the Contractor including:

1. All soil testing, or pH adjustment of the soil, necessary for the land application of biosolids is the sole responsibility of the contractor including calculated crop specific Agronomic rates. Provide soil testing results to the City.
2. All signage, access control, monitoring wells, piezometers, and all other means and methods needed to comply with the requirements set forth in regulatory requirements and applicable site authorizations.
3. The Contractor shall assure that the City, or its representatives, shall be afforded the right of access to all permitted sites where Dundee biosolids are being land applied, however, in no event shall Dundee be obligated to inspect the site for the contractor's compliance with the Law or assume the contractor's liability for such compliance.
4. The Contractor shall provide the City with copies of all land application reports needed to comply with annual reporting. These reports must identify the parcels of land receiving biosolids, the application rate of biosolids, and the cumulative loading rates of all required parameters. The report must also contain all the signed certification statements for management practices and site restrictions which are required in the 40 CFR Part 503 regulations.
5. The total and dry weight of biosolids applied to each parcel must be included in each report, detailing dates in which the biosolids were applied.

PART 4 – MEASUREMENT AND PAYMENT

4.01 MEASUREMENT AND PAYMENT OF BIOSOLIDS QUANTITIES

A. The quantity of solids shall be measured on a volumetric basis (gallons) and concentration basis (total solids). The quantity of solids used to calculate dry tons for Bid Item No. 1 shall be measured by the Contractor and confirmed by the Owner.

The Contractor shall provide the estimated volume of removed biosolids in the Biosolids Land Application Work Plan. The Contractor will provide a record of biosolids removed from the lagoon and land applied each day to the Owner in the form of Biosolids Removal Receipts.

B. Payment will be based upon the weight of biosolids in dry tons and the unit costs defined in the Bid Form. The dry weight of biosolids shall be determined by the following calculation:

Dry weight of biosolids (tons) = Volume of solids (gallons per day) x 8.34 lb/gal x (% Total Solids)}/(2000 lbs/ton)

C. The price shall remain firm until May 5, 2021, then, and on each subsequent May 5th of the Agreement period, the unit price shall be adjusted by the latest yearly percentage change in the CPI-U. For the purposes of this document the CPI-U is defined as the United States Average Consumer Price Index (unadjusted) for All Urban Consumers for All Items.

END OF SECTION

Appendix B: Proposals from Prospective Bidder's

Proposal for
Biosolids Maintenance Program

to

CITY of DUNDEE
Oregon

Submitted on
April 29, 2020

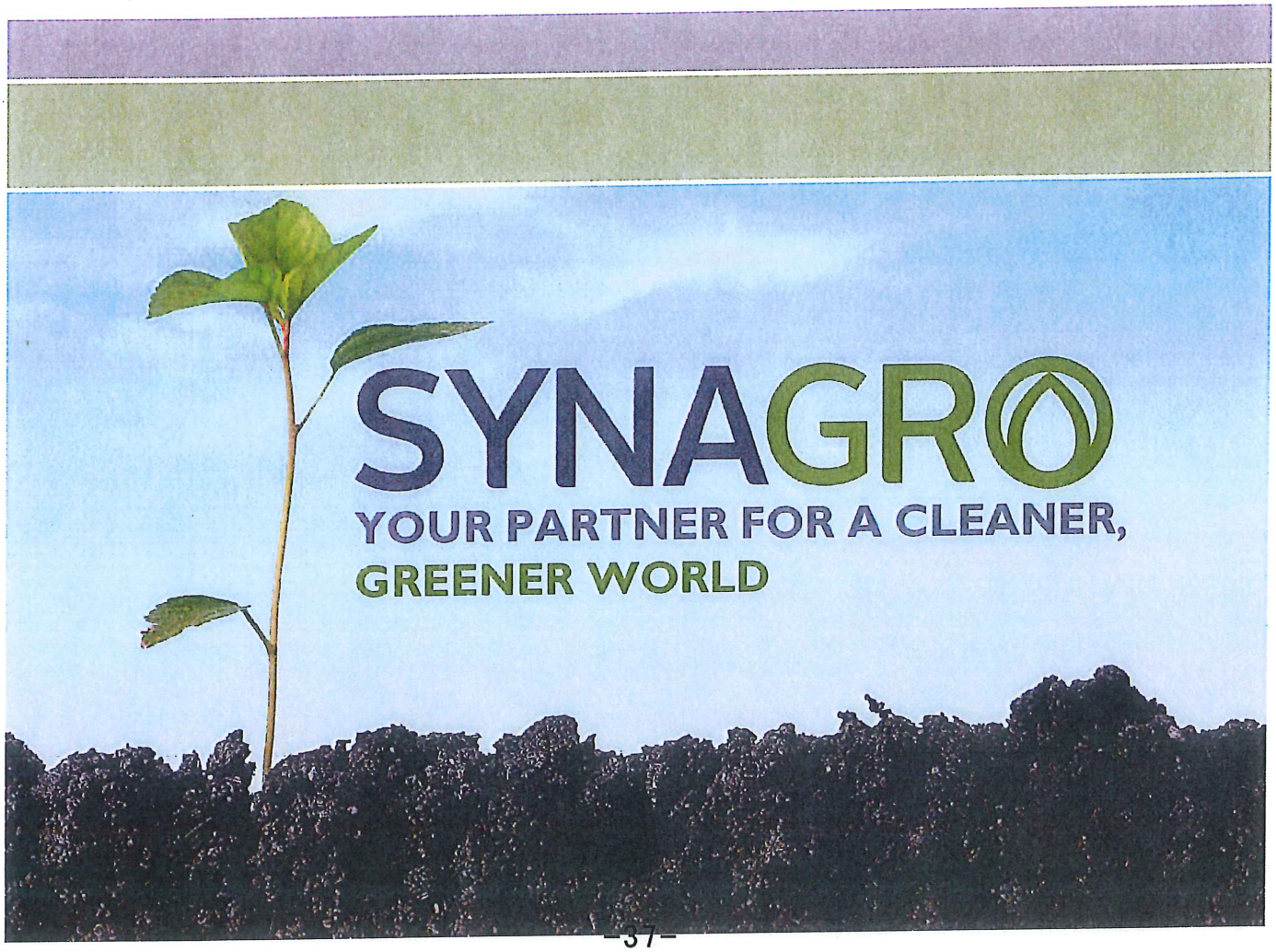

Table of Contents

Acknowledgement of Addenda

Section 1 Introduction Letter

Section 2 Qualifications and References

Section 3 Bid Form Quotation

ADDENDUM NO. 1

Date of Issue: 22 April 2020

To all prospective bidders of record on the Work titled: Dundee Biosolids Maintenance Program.

The Bid Documents and Specifications are modified as follows. This Addendum forms as part of the Contract Documents and modifies the original Bid Documents and Specifications dated April 2020.

Acknowledge receipt of this Addendum in the space provided in EXHIBIT C: CERTIFICATION FORM and in the space provided at the end of this Document. Failure to do so may subject the Bidder to disqualification. This Addendum consists of one (63) pages.

Dana Devin-Clarke, P.E.
Kennedy Jenks Consultants

PART 1: MODIFICATIONS TO CONTRACT DOCUMENTS

Item AD1-1: **EXHIBIT F: SUPPLEMENTAL INFORMATION**

- **Add:** Copy of NPDES Permit
- **Add:** Copy of As-Built Facultative Sludge Lagoon (FSL) Drawings
- **Add:** Copy of Biosolids Management Plan

PART 2: RESPONSE TO BIDDER QUESTIONS

Q1. What is the depth of the lagoons?
A1. Water depth in the lagoon with the weir completely closed is 7.5 feet. See Exhibit F for As-built drawings of the FSLs.

Q2. Is the grassy area (as seen on google maps) to the east of the FSLs available as a truck turnaround?
A2. Yes, depending on site conditions. This area can be muddy after a rain event and is sloped. Area must be returned to original condition should it be used for staging and turnaround.

Q3. Does the City currently have any fields authorized for land application of biosolids?
A3. See Exhibit E, Specification Section 1.06.

Q4. Can biosolids removal and application start in 2021?
A4. It is the City's preference to conduct a removal event in 2020. The lagoons are close to capacity.

Q5. Can we tour the site?
A5. Yes, contact the city for site access (503-538-6700) and schedule a time to visit. Maintain CDC social distancing guidelines and use personal protection equipment.

RECEIPT OF ADDENDUM #1:

All proposers shall acknowledge receipt and acceptance of this addendum by signing the space below and submitting it with their proposal. Proposals submitted without signing the addendum may be considered informal.

Signature: _____

Emil Kneis, Sales Support Manager

END OF ADDENDUM NO. 1

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ADDENDUM NO. 2

Date of Issue: 27 April 2020

To all prospective bidders of record on the Work titled: Dundee Biosolids Maintenance Program.

The Bid Documents and Specifications are modified as follows. This Addendum forms as part of the Contract Documents and modifies the original Bid Documents and Specifications dated April 2020.

Acknowledge receipt of this Addendum in the space provided in EXHIBIT C: CERTIFICATION FORM and in the space provided at the end of this Document. Failure to do so may subject the Bidder to disqualification. This Addendum consists of one (1) pages.

Dana Devin-Clarke, P.E.
Kennedy Jenks Consultants

PART 1: RESPONSE TO BIDDER QUESTIONS

Q1. Do you have an approximate number of acres you expect to be required for application of the Dundee solids?
A1. See the lagoon sampling results provided in the RFP to calculate the acreage required to receive the biosolids at allowable agronomic rates.

Q2. Is the City opposed to dredging the lagoon or do they only want it mixed and pumped out?
A2. In 2017, the biosolids were mixed and pumped as opposed to dredged. The City does not have a preference on the means or methods proposed for removal.

Q3. Is there percent solids data from the last time it was pumped out?
A3. In 2017, the percent total solids of the mixed solids was 1.5%

Q4. In the City's permit it says samples will be taken 6 months before land application. Based on testing data provided, this requirement would push application beyond summer 2020 application period. How will this be addressed?
A4. The NPDES permit does state sampling is required 6-months prior to land application. We are currently in discussion with DEQ and Paul Kennedy about that language. For the purposes of this project and the Bid Form, we expect application will continue as planned in Summer of 2020 and the 6-month testing requirement will be resolved with DEQ. Paul mentioned that the pathogen and VAR testing can be completed closer to the date when the solids will be removed from the lagoons.

RECEIPT OF ADDENDUM #2:

All proposers shall acknowledge receipt and acceptance of this addendum by signing the space below and submitting it with their proposal. Proposals submitted without signing the addendum may be considered informal.

Signature: _____

Emil Kneis, Sales Support Manager

END OF ADDENDUM NO. 2

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435 Williams Court, Suite 100
Baltimore, MD 21220
synagro.com

SYNAGRO

April 29, 2020

Mr. Rob Daykin, City Administrator
City of Dundee
620 SW 5th Street
Dundee, OR 97115

Re: Proposal for Biosolids Maintenance Program

Dear Mr. Daykin:

Synagro-WWT, Inc. (Synagro) is pleased to respond to the City of Dundee's Request for Proposal for a Biosolids Maintenance Program with our enclosed proposal. The following individuals will be Synagro's key contact and project manager for the City:

John Pugliaresi, Sr. Area Sales Manager
(650) 333-0729 mobile; (916) 853-2065 fax
jpugliaresi@synagro.com

Ronald Brandon, Operations Manager
(916) 201-4847 mobile; (916) 853-2065 fax
rbrandon@synagro.com

Synagro's West Coast operations are managed through our regional office located at 3110 Gold Canal Drive, Suite E, Rancho Cordova, CA 95670.

Having been in business for over 40 years, Synagro is one of the largest biosolids management companies in the country with over 650 municipal and industrial customers and operations in 33 states. We provide ongoing biosolids management services to numerous water and wastewater treatment plants throughout the West Coast and have the personnel and resources in place to successfully perform this program for the City.

Synagro's proposal will be valid for a period of at least 90 days. All licenses and permits necessary to prosecute and complete the work can be secured by Synagro.

In addition, Synagro can secure a certificate of insurance with required coverages and deductibles prior to starting work. Please note that Synagro, as the nation's largest service provider in the biosolids industry, generates nearly $400 million in annual revenue and is owned by EQT, a private equity firm with more than $30 billion in capitalization. The Company, and its ownership, have adopted a risk management strategy that places more emphasis on protecting the Company through high limit liability and property coverages with self-insured retentions of $75,000 to $500,000, depending on line of coverage. Synagro is submitting this proposal on the condition that these self-insured retentions will be acceptable to the project owner.

Synagro appreciates this opportunity. Should you have any questions regarding our submittal, please contact Mr. Pugliaresi at the phone number or e-mail listed above. Thank you.

Warm regards,

Emil Kneis
Sales Support Manager

EXHIBIT B:
CERTIFICATION FORM

City of Dundee, Oregon (City)

In this Certification Form the term "bidder" shall also mean Contractor and "bid" shall also mean Proposal:

NOTICE TO CONTRACTOR: ALL INFORMATION REQUIRED ON THIS FORM IS TO BE COMPLETED BY THE CONTRACTOR AND EITHER TYPEWRITTEN OR WRITTEN IN INK. THE FORM SHALL BE SIGNED IN INK BY AN AUTHORIZED CONTRACTOR REPRESENTATIVE.

The undersigned acknowledges, attests and certifies individually and on behalf of Contractor that:

(1) He/she is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Proposal and all Addendum or Addenda, if any are issued and has the power and authority to enter into and perform the Agreement and that the Agreement, when executed and delivered, shall be a valid and binding obligation of Contractor and enforceable in accordance with its terms.

(2) This Proposal shall be irrevocable for 90 days after the opening of the Proposals.

(3) Contractor, acting through its authorized representatives, has read and understands all Request for Proposals (RFP) instructions, Special Terms and Conditions, Agreement terms and conditions contained in this RFP document, and has received, read and understood Addenda Numbers. 1, 2, _____, _____, _____. If no addenda were received, write "None Received" in the first blank provided.

(4) The Proposal submitted is in response to the specific language of the RFP and Contractor has made no assumptions based upon either (a) verbal or written statements not contained in the RFP or any Addenda.

(5) City shall not be liable to Contractor for any expenses incurred by Contractor in preparing and submitting its Proposal or in participating in the Proposal evaluation/selection process.

(6) Contractor will furnish the designated service(s) in accordance with the Proposal Special Terms and Conditions and requirements, and will comply in all respects with the terms of the resulting Agreement upon award.

(7) Contractor certifies that Contractor has not discriminated and will not discriminate, in violation of ORS 279A.110(1) against any minority, women or emerging small business enterprises certified under ORS 200.055, or against a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225, in obtaining any required subcontracts.

(8) Neither he/she nor any principals of Contractor are presently debarred, suspended, proposed for debarment, or declared ineligible from submitting quotes or proposals by any federal, state or local entity, department or agency.

(9) Contractor has not been convicted or had a civil judgment rendered against them within a three-year period preceding the date of this Certification Form for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performance of a public (federal, state or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, tax evasion, or receiving stolen property.

(10) Contractor is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 9 of this Certification Form.

(11) Contractor has not had one or more contracts terminated for default by any federal, state or local public agency within a three-year period preceding the date of this Certification Form.

(12) This Proposal has been arrived at independently and has been submitted without any collusion designed to limit independent proposing or competition. Contractor and its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to submitting a proposal on any public contract.

(13) Contractor certifies that it has designated any trade secret or confidential information, as these terms are defined in ORS Chapter 192, in its Proposal as required by the RFP. Undesignated data may be released to any person submitting a public records request.

Contractor Name: Synagro-WWT, Inc.

Contractor Signature: Emil Kneis

Printed Name: Emil Kneis

Title, if applicable: Sales Support Manager

Date of Certification: April 28, 2020

Phone: 650-333-0729 Fax: 916-853-2065

E-Mail: jpugliaresi@synagro.com

Section 2 - Qualifications and References

Describe the years of experience of your company and your company's key personnel in the management of biosolids programs.

Synagro's core business is the environmentally sound and economically viable management of municipal biosolids, including project development, operations, and biosolids product distribution. Through this focus Synagro has grown to be North America's leading provider of high-quality, cost-effective biosolids management and beneficial use solutions. We have been successfully meeting the biosolids management needs of hundreds of generators for more than 40 years. Synagro's experience in all areas of biosolids management is unparalleled.

Synagro annually manages over 12 million tons of biosolids and other organic by-products for more than 650 generators (including 600 municipal clients). Synagro employs a team of over 750 professional engineers, soil scientists, agronomists, construction managers, financial managers and the largest, most diverse operational staff in the industry. Our team is dedicated to working with our clients to find the right solution to their organic residuals management challenges. Synagro, and its various subsidiaries, have been at the forefront of the environmental movement to safely process and market organic residual materials for beneficial uses.

Synagro owns no proprietary technology which enables us to offer nearly all commercially viable processing options and product marketing channels for biosolids and organic residuals and allows us to develop projects that fit a municipality's unique needs. Our breadth of experience developing, building, financing as necessary, and operating and maintaining the complete range of biosolids options list below is unique to Synagro.

- Heat drying and pelletization
- Composting
- Incineration
- Digestion
- Product marketing
- Dewatering (installation & operation)
- Mobile dewatering
- Land application and reclamation
- Lagoon and digester cleaning
- Alkaline stabilization
- Rail transportation

Synagro currently operates 12 heat-drying facilities (with three more facilities under construction), three thermal processing facilities serving multiple regional generators, six composting facilities; five of which provide an outlet for numerous generators, over a dozen alkaline stabilization facilities, and approximately 70 permanent and mobile dewatering facilities.

Name, location, and telephone number of the representative to contact regarding all matters.

John Pugliaresi is Synagro's Sr. Area Sales Manager for the West Coast and will be the City's contact. He has over 30 years of experience in the biosolids management industry. John is based out of Synagro's regional office in Rancho Cordova, California and can be reached at: (650) 333-0729 mobile; (916) 853-2065 fax; jpugliaresi@synagro.com.

Name(s) of staff agronomist(s) who will perform the agronomic and technical reporting requirements of this project. Please also describe previous work obtaining biosolids site authorizations through Oregon DEQ and the local regional office.

Bruce MacLeod, Technical Services Director – West Region, will be Synagro's technical support for this project. Bruce is a Certified Crop Advisor and has 28 years of experience in the biosolids management industry.

Tribeca Transport, LLC will provide subcontract services to Synagro for land application of the City's biosolids. Tribeca was hired by the City of Portland Bureau of Environmental Services (BES) to implement a biosolids land application approval and permitting process to address an immediate need for new farm sites. In January 2019, Tribeca successfully located and permitted over 3600 acres of farmland in Sherman and Gilliam Counties. This has involved close coordination with BES, contract haulers and farmers to ensure a successful project. Tribeca's existing farmer relationships resulted in acceptance of biosolids on short notice. Tribeca worked closely with DEQ and BES to fulfill the project requirements and support the City's Biosolids Management Plan growth goals. During this project Tribeca was land applying on the permitted sites, managing an average of 248 wet tons of biosolids per day, 6 days a week. They also submit all field completion reports to the City.

Client contact for Tribeca's Portland DEQ experience: Mr. Greg Charr, Biosolids Program Manager, City of Portland Bureau of Environmental Services, Columbia Boulevard Wastewater Treatment Plant, 14723 NE Flanders Street, Portland, OR 97230-2159; (503) 823-2491; Greg.Charr@portlandoregon.gov.

Staff or subcontractors providing ancillary service capabilities (e.g., de-watering, hauling, management of liquid biosolids, etc.).

Tribeca Transport's Beneficial Reuse Manager, Garrett Behrman, will provide management of land application of the City's biosolids. Garrett has nine years of experience in the biosolids industry ranging from transportation to managing Tribeca's beneficial reuse programs. This includes managing multiple land application projects over 140,000 acres in Washington and Oregon. Garrett's work involves compliance monitoring of all land application projects, locating land application sites, DEQ site authorizations, agronomic rate calculations, soil sampling and testing, budget development, regulatory reporting and extensive customer outreach. His experience, expertise and communications skills are highly regarded by the farmers he works with on a daily basis.

Garrett has also worked with consulting firms and engineering firms in both Oregon and Washington to identify and permit fields. He has also permitted several thousand acres in Washington as part of Tribeca's BUF.

Describe all the equipment that will be used to perform the work.

Synagro will provide the following equipment for removal of biosolids from the lagoons:

- Mud Cat remote operations dredge

- 18,000 gallon mix tank for homogenization of dredged material
- Diesel generator for electric dredge and mixing motors on tank
- "J" Pipe Stand for top loading of tankers
- Telehandler 9K for moving dredge shore anchors and launching dredge

Tribeca will provide the following equipment for soils sampling and transportation of biosolids:

- Tribeca has all the necessary equipment to perform agronomy services for the Dundee biosolids program. The following is a list of some of the equipment we have that may utilized for this project:
  - Personal Protection Equipment (PPE): hardhats, safety glasses, steel toe boots, safety and field vests
  - Soil and Plant Tissue Sampling: soil augers, soil sampler probes, soil sieves, coolers, plant clippers, plant tissue vessels, and all necessary collection containers
  - Utility Task Vehicles (UTV): UTV's with attached AMS soil probes will be used to gather samples. UTV's are also equipped with a rear deck for composite sampling and onboard Global Positioning System (GPS) units that pinpoint each sample point. This type of equipment maximizes accuracy and efficiency to provide the District with data precision and lower field costs

Pressurized Vacuum Tankers		
Equipment #	Brand	Capacity
30931	DRAGON	130 BBL
38132	TIGER	130 BBL
38233	TIGER	130 BBL
31135	DRAGON	130 BBL
31236	TROXELL	130 BBL
31437	TROXELL	150 BBL
31238	ROCKY	150BBL
31339	TROXELL	130 BBL
31340	TROXELL	130 BBL

Power Units			
Equipment #	MAKE	# of Axles	YEAR
11292	MACK	4	2012
11382	PTBT	4	2013
11389	MACK	4	2013
11390	MACK	4	2013
11391	MACK	4	2013
11486	MACK	4	2014
11487	MACK	3	2014

11493	MACK	3	2014
11494	MACK	4	2014
120100	PTRB	4	2020
12099	PTRB	4	2020
10776	INT	4	2007
10581	Mack	4	2005

All tankers are outfitted with pneumatic knife gates and spreader plates that are controlled from inside of the power unit to ensure an even spread width can be achieved for proper agronomic rates.

Provide a list of customers (five minimum) for whom you have provided similar services during the last five years. "Similar services" includes land application of bulk materials over a significant period in accordance with pre-established schedules and protocols. Provide the name and telephone number of a contact person for each customer.

Synagro References for Lagoon Dredging and Biosolids Land Application

1. City of Sunnyvale, Bryan Berdeen, 408-730-7268
   Dredging dewatering, transportation and reuse of biosolids from the City's oxidation pond

2. Town of Windsor, Mike Cave, 707-838-1006
   Dredging, dewatering, transportation and land application of biosolids

3. City of Hollister, James Heitzman, 831-206-0065
   Dredging, dewatering, transportation and reuse of biosolids

4. Irvine Ranch Water District, James Colston, 949-453-5300
   Dredging, dewatering, transportation and land application of biosolids

5. City of Stockton, Ali Gharegozloo, 209-937-8787
   Dredging, dewatering, transportation and disposal of biosolids from storage pond

Tribeca References for Biosolids Land Application

1. Clean Water Services, Jared Kinnear, PWS, 503-547-8080 KinnearJ@CleanWaterServices.org
   Since 2012, Tribeca has land applied Clean Water Services (CWS) Class B Cake biosolids, spreading an averaging of 180-210 wet tons per day or 1,260 to 1,470 wet tons per week. Tribeca land applies year-round for CWS spreading in Sherman and Gilliam counties generally from October through July, and in Linn, Polk, and Yamhill Oregon counites from August through September/October.

2. Clackamas County Water Environment Services, Terrance Romaine, Resource Recovery Supervisor, 503-557-2821, tromaine@clackamas.us
   Since April 2019, Tribeca has land applied Clackamas counties (WES) Class B Cake Biosolids, spreading an averaging of 60 to 90 wet tons per day or 420 to 630 wet tons per week. Land application of WES biosolids occurs in Sherman County. Currently WES

designates each treatment facility's biosolids to separate sites. Therefore, Tribeca manages two application sites at all times.

3. Portland Bureau of Environmental Services, Greg Charr, Biosolids Program Manager, 503-823-2491, Greg.Charr@portlandoregon.gov
Tribeca recently completed a site permitting and land application project with BES between January 2019 to July 2019. Tribeca applied roughly 224 to 288 wet tons per day, averaging 1,344 to 1,728 wet tons per week, totaling roughly 14,000 wet tons applied. Land application occurred in Sherman county on current BES permitted sites, as well as new 2019 Tribeca/BES permitted sites.

4. Salmon Creek WWTP, Travis Capson, Wastewater Operations Manager, 564-397-1713, Travis.Capson@clark.wa.gov
Since 2012, Tribeca has land applied Salmon Creek's Class B Cake Biosolids between August and October at Tribeca's Woodland Beneficial Use Facility located in Cowlitz County. Tribeca applies roughly 300 wet tons per day, averaging 1200 to 1500 wet tons per week, totaling 2600+ wet tons per year. Tribeca keeps their BUF open for Salmon Creek longer in the season to maximize the City's cost savings of disposal in western Washington

DEQ Enforcement

- **Have you ever been involved in a DEQ enforcement action? If so, explain the circumstances and how was it resolved.**
- **Have you ever had a DEQ violation attributed to one of your transportation, hauling or land application contracts? If so, explain the circumstances and how was it resolved.**

Both Synagro and Tribeca Transport have zero DEQ enforcement actions or violations.

Provide the proposed analytical laboratory to be used to complete the required soil sampling analytics.

Tribeca currently uses AG Source located in Hermiston, Oregon for all field soil testing. They have been reliable, familiar with the region's soil conditions and are an accredited laboratory. Turn-around for results are usually within two days. Our team, however, is open to using a laboratory that may be more preferable to the City.

Inventory of Oregon land available to be permitted for land application and current sites which bidder currently performs land application.

Currently Tribeca Transport manages over 140,000 acres of land application throughout Oregon and Washington. This does not include the city of Salem's Biosolids land application program which Tribeca was recently awarded.

Tribeca Transport has acquired 1,007 acres in Yamhill County for the Dundee project. This amount of acres is not needed for this project but allows the program to grow and also allows us to have a contingency plan in place in case some acres are lost throughout the term of this contract.

EXHIBIT A:
PRICE SHEET
BIOSOLIDS MAINTENANCE PROGRAM

Base Bid Itemization

Bid Item	Description	Unit	Qty	Unit Price (per DT)	Bid Price
1	Biosolids Removal	DT	100	$848.00	$84,800.00
2	Land Management and Land Application	DT	100	$500.00	$50,000.00
				Total Bid Price	$134,800.00

Quantity (QTY) represents the expected quantity of biosolids to be removed at each Removal Event.

City of Dundee
Rob Daykin, City Administrator
620 SW5th ST
Dundee, OR 97115

Fire Mountain Farms, Inc.

"Dundee Biosolids Maintenance Program"

Ryan Thode
VP of Operations
Email: Ryan.Thode@firemtn.us or operations@firemtn.us
Office: 360-266-0695
Fax: 360-266-0695
Cell: 360-508-0540

Fire Mountain Farms incorporated in Washington state in April 1994. Since 1994 we have been doing Biosolids Land Application. We began dredging municipal lagoons in 2000. We are licensed contractors in Washington, Oregon, Idaho and Montana. We have never failed to complete a project. Our office is located at: 856 Burnt Ridge Rd, Onalaska, WA 98570.

The following proposal will be valid until July 30th, 2020. Fire Mountain Farms will secure all additional licenses and permits required to complete the project. To date, Fire Mountain Farms has carried insurance to perform contract work. We will continue to maintain our insurance coverage throughout the duration of the contract for this project.

Mobilization and Permitting is spread across 100 dry tons when we go over 100, we can go at a Reduced Rate first 100 dry tons at $1048.12 past 100 dry tons $852.22

Best Regards,

Ryan Thode
VP Operations

EXHIBIT B:
CERTIFICATION FORM

City of Dundee, Oregon (City)

In this Certification Form the term "bidder" shall also mean Contractor and "bid" shall also mean Proposal:

NOTICE TO CONTRACTOR: ALL INFORMATION REQUIRED ON THIS FORM IS TO BE COMPLETED BY THE CONTRACTOR AND EITHER TYPEWRITTEN OR WRITTEN IN INK. THE FORM SHALL BE SIGNED IN INK BY AN AUTHORIZED CONTRACTOR REPRESENTATIVE.

The undersigned acknowledges, attests and certifies individually and on behalf of Contractor that:

(1) He/she is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Proposal and all Addendum or Addenda, if any are issued and has the power and authority to enter into and perform the Agreement and that the Agreement, when executed and delivered, shall be a valid and binding obligation of Contractor and enforceable in accordance with its terms.

(2) This Proposal shall be irrevocable for 90 days after the opening of the Proposals.

(3) Contractor, acting through its authorized representatives, has read and understands all Request for Proposals (RFP) instructions, Special Terms and Conditions, Agreement terms and conditions contained in this RFP document, and has received, read and understood Addenda Numbers, #1 "4/22/2020" _____, #2 "4/27/2020" _____, _____. If no addenda were received, write "None Received" in the first blank provided.

(4) The Proposal submitted is in response to the specific language of the RFP and Contractor has made no assumptions based upon either (a) verbal or written statements not contained in the RFP or any Addenda.

(5) City shall not be liable to Contractor for any expenses incurred by Contractor in preparing and submitting its Proposal or in participating in the Proposal evaluation/selection process.

(6) Contractor will furnish the designated service(s) in accordance with the Proposal Special Terms and Conditions and requirements, and will comply in all respects with the terms of the resulting Agreement upon award.

(7) Contractor certifies that Contractor has not discriminated and will not discriminate, in violation of ORS 279A.110(1) against any minority, women or emerging small business enterprises certified under ORS 200.055, or against a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225, in obtaining any required subcontracts.

Experience of Fire Mountain Farms, Inc. in Biosolids (Sludge) Management:

Fire Mountain Farms, Inc. has been recycling biosolids since 1994 in WA in Oregon since the late 1990s. At that time; we were farming 140 acres. Currently, we have permitted sites in Cowlitz, Grays Harbor, Lewis, Lincoln, Pacific, Pend Oreille, Pierce, and Spokane Counties Washington. We also have experience permitting sites in Oregon.

In 2000, we purchased dredging equipment and began dredging municipal lagoons. We are currently licensed contractors in Washington, Oregon, Idaho, and Montana. Past projects are listed below. These previous projects have been from 150,000 gallons to over 35,000,000 gallons and 11 dry tons to 6000 dry tons. We have a wide variety of application equipment to handle biosolids from 1% to 99% solids.

We have never failed to complete a project.

Preliminary Operation Plan

A floating dredge will pull the sludge off the bottom of the lagoon, pump it through floating line to the shore then to Frac-tank with a load arm. Biosolids will then be loaded into sealed tankers and transported to application area. At the application site, the trucks will discharge to a diesel pump 500-1000 gpm (gallons per minute). Biosolids will be pumped through a flow meter to determine volume and flow rate. Volume, flow rate and percent solids dictate how much to apply. After the flow meter, the biosolids will be pumped through a series of 6 inch lay flat hose to 5 inch drag hose to the tractor and applicator. The Applicator will discharge on the surface or direct injection depending preference of the farmer and current crop conditions along with Department of Environmental Quality parameters.

The following are projects completed in the past few years:

2020:

City of Moses Lake, WA:
Levi Bisnett- City Engineer; (509) 764-3783
681.8 dry tons removed and land applied.

***City of Estacada, OR:**
Brooke Nelson-Wastewater Treatment Operator; (503) 849-9444
L.S. Biosolids removal, transportation and land application.

2019:

***City of Ferndale, WA**
Andy Law (Wilson Eng.) (360)-733-6982
Mike- Treatment Plant Op. (360)-851-1508
606.99 dry tons removed and land applied.

City of Moses Lake, WA:
Levi Bisnett- City Engineer; (509) 764-3783
575.35 dry tons removed and land applied.

***City of Elma, WA:**
Jim Starks- City Waterworks (360) 470-9604

*City of Elma, WA:
Jim Starks- City Waterworks 360-470-9604
83.99 dry tons removed and applied to Fire Mountain Farms permitted site.

*City of Ferndale, WA:
Andy Law (Wilson Eng.) (360)-733-6982; alaw@wilsonengineering.com
Mike- Treatment Plant Operator (360)-851-1508
304.04 dry tons dredged and applied at 3% solids to city permitted sites

Skagit PUD:
Kurt Van Burkleo- PUD #1; 360-424-7104
142,500 gallons pumped and hauled to Beneficial Use Facility.

Loon Lake, WA:
Jason Mellin- Esvelt Environmental Engineering LLC; (509) 926-3049
74.69 dry tons removed and land applied.

*Stimson Lumber:
Bill Fasth (541) 602-9110
453.15 dry tons removed and applied to Stimson permitted site.

City of Vancouver, WA:
Frank Dick- Wastewater Engineering Supervisor; (360) 487-7179
709.50 dry tons dredged from lagoon and land applied to city permitted site.

*City of Lafayette, OR:
Gordon Munro- Senior Civil Project Manager; (503) 598-2530
Project in progress.

2016:
*City of Ferndale, WA:
Andy Law (Wilson Eng.) (360)-733-6982
Mike- Treatment Plant Op. (360)-851-1508
144.8 Dry tons dredged and applied to city permitted site.

City of Rockford, WA:
Layne Merritt- J-U-B Engineering (509) 458-3727
105 dry tons applied to Fire Mountain Farms permitted site.

*Stimson Lumber:
Jim Skuzeski—(503) 357-2131
Bill Fasth (541)-602-9110
541.49 dry tons removed and applied to Stimson permitted site.

City of Scappoose, OR:
Kevin Turner- (503) 543-7183
329.17 dry tons

401.4 dry tons Biosolids dredge and land applied

City of Newport, OR:
Lee Ritzman (541)-574-3375
155.31 dry tons alum sludge dredged and transported to drying area at 5% solids

2014:
*City of Ferndale, WA:
Andy Law (Wilson Eng.) (360)-733-6982 alaw@wilsonengineering.com
Mike- Treatment Plant Op. (360)-351-1508
100 dry tons dredged and applied at 3% solids to city permitted sites

City of Moro, OR:
Sub-Contractors
Arron Lawler (Kennedy/Jenks Consultants) (503)423-4901
250 dry ton removed and applied to permitted site.

City of Toledo:
Sub-Contractors
Gray &Osborn Inc. (Engineer) (360) 292-7481
Rotschy Inc. (Contractor) (360) 334-3100
Two-part project. Phase one transfer to second lagoon.

Sunland Development:
Mike Langley– (360)683-3905 swd1@olypen.com
Lagoon clean out, 100 dry ton at 7% solids

*Stimson Timber, Gaston OR:
Jim Skuzeski—(503) 357-2131
Bill Fasth (541)-602-9110 bfasth@brwncald.com
350 dry tons of sludge removed and land applied to Stimson permitted sites.

City of Deer Park, WA:
Sub-Contractors
Jason cates (208)667-2456
Phase 1 transfer solids from lagoon 1&2 to lagoon 3

City of Dillon, MT:
John Manion-(460)493-2568
Dredge and dewater with GeoTubes 500 dry tons

City of the Dalles, OR:
Dave Anderson (541)-298-1242
500,000 gallons alum sludge dredged and transferred to drying beds

Lincoln City, OR:
Joe Whisler (541)-996-1285 joew@lincolncity.org
1,815,500 gallons biosolids dredged, transported, and applied at 3% solids to city sites

*— Projects with an asterisk next to them most closely represent the Biosolids Removal for City of Dundee.

Fire Mountain Farms Key Personnel

- Robert Thode- President, Technical, Support. Chehalis, WA. (360) 266-0695
- Ryan Thode- VP of Operations, Agronomy & Record keeping Chehalis, WA. (360) 508-0540
- Joel Huisman- Project Manager, Chehalis, WA. (360) 266-0695
- Robert Zandecki- Project Manager, Chehalis, WA. (360) 266-0695
- Mat King- Project Manager, Chehalis, WA. (360) 266-0695

Sub-Contractors

- O'Neill Sustainable Ag Consulting LLC.
  - Permit Assistance
  - Agronomy Technical Consultant
- Northwest Liquid Transport 1 Inc.
  - Biosolids Transport

Proposed Laboratory

- Specialty Analytical- 9011 SE Jannsen Rd, Clackamas, OR 97015

Current Permitted Land

Sites for City of Lafayette:

- Car 1 (General Location): 7586-8156 NE Mineral Springs Rd, Carlton, OR 97111
- Car 2 (General Location): 8000 NE Gun Club Rd, Carlton, OR 97111
- Car 3 (General Location): 4351 OR-47, McMinnville, OR 97128
- Car 4 (General Location): 7905 NE Jernstedt Rd, Carlton, OR 97111
- Car 5 (General Location): 4600 NE Millican Ln, McMinnville, OR 97128

Car 6 (General Location): 8821- 9499 NE Old McMinnville Hwy, Carlton, OR 97111

DENNIS T. O'NEILL
3519 NE 15th Ave
#282
Portland, OR 97212
Phone: 503-828-5221
dennis@oneillsac.com
April 2020

EDUCATION

Master of Science in Soil Science (focus in soil chemistry)
University of New Hampshire, 2003

Bachelor of Science in Agricultural Business/Farm and Ranch Management
Montana State University-Bozeman, 1988

LICENSURES AND CERTIFICATIONS

Certified Crop Adviser since 1995 (CCA #12358) Supervisory
Pesticide Applicator, New Hampshire, 1998-2007
Montana Commercial Pesticide Applicator, 1994-1996
Montana Pesticide Dealer, 1994-1996

PROFESSIONAL EXPERIENCE

Agronomic Consultation and Sales

Business Owner, O'Neill Sustainable Ag Consulting, LLC, Portland, OR
2011- present

- Secure land for wastewater treatment plant (WWTF) contractors in WA, OR and ID for the land application of biosolids on a year round basis.
- Work with local regulatory authorities in the Pacific Northwest to generate and submit the correct documentation for legal permits for beneficial reuse of biosolids, including Conditional Use Permits (CUP) and Beneficial Use Facilities (BUF) authorizations.
- Develop nutrient and crop management recommendations for contracted farmers in the Pacific Northwest.
- When contracted by WWTF operators, ensure that all sites met requirements for compliance, including regulatory record-keeping, monitoring and reporting
- Provided land application of biosolids to contracted farmers.
- Provide sampling of groundwater, soils and biosolids; and documentation.
- Work with WWTF operators to maintain compliance and provide documentation for annual reports submitted to state regulatory agencies.
- Deal with the public regarding complaints and/or requests about the biosolids application program. This includes working with the WWTF operators to change application sites to ensure good public relations.
- Provide sustainable marketing assistance to farmers.

RESEARCH AND TRAINING

Graduate Research, Department of Natural Resources, University of New Hampshire-Durham, 2000-2002

- Developed MTBE MDLs for headspace method using gas chromatograph and co-authored article accepted for publication in December 2002 edition of *Analytical Chemistry*
- Researched Fenton's Reagent treatment of MTBE on 5 soils for thesis

Graduate Teaching Assistant, Department of Natural Resources,
University of New Hampshire-Durham, 2000 and 2001

- Taught laboratory portions of Introduction to Soil Science
- Taught class in entomology for graduate credit
- Received outstanding ratings by students

Graduate Research Assistant, Department of Natural Resources,
University of New Hampshire-Durham, 2000
Assisted a project in iron speciation in a Spodosol

ADDENDUM

Prior permits completed by O'Neill Sustainable Ag Consulting and authorized by Paul Kennedy, ORDEQ Biosolids Administrator for Western Oregon

In 2011 I was awarded a bid with the City of Woodburn. I established an agreement with a farmer to authorize 500 acres for the land application of Woodburn lagoon biosolids. The farmer raised various crops including, winter wheat, fescue grass for seed, triticale, rye grass for seed, oats, and barley.

In 2020, while working for the City of Salem, I secured 500 acres for the land application of biosolids. The authorization was written by Paul Kennedy.

EXHIBIT A:
PRICE SHEET
BIOSOLIDS MAINTENANCE PROGRAM

Base Bid Itemization

Bid Item	Description	Unit	Qty	Unit Price (per DT)	Bid Price
1	Biosolids Removal	DT	100	$524.06	$52,406
2	Land Management and Land Application	DT	100	$524.06	$52,406
				Total Bid Price	$104,812

Quantity (QTY) represents the expected quantity of biosolids to be removed at each Removal Event.

2020 GOAL-SETTING SUMMARY

CITY OF DUNDEE, OREGON

City Council Goal-Setting

February 6, 2020
4pm – 8pm
Dundee Community Room

City Council Members In Attendance: Ted Crawford, Patrick Kelly, Storr Nelson, Kristen Svicarovich, David Russ (Mayor), and Tim Weaver.

Staff in Attendance: Rob Daykin, City Administrator; Melissa Lemen, Administrative Assistant

Others in Attendance: Sue Diciple, facilitator.

SWOT Assessment

Based on information from pre-session interviews with Council members and in-session discussion the following SWOT Assessment was established.

Strengths	**Weaknesses**
➢ A small town that is a great place to live. A close knit community. Sense of safety and belonging. A good place for families. ➢ Location in the Willamette Valley, Name recognition as the gateway to wine country, Beauty of the river and the area. ➢ Excellent city staff. Resources are well managed "to make good things happen in the city."	➢ A bedroom community, lessens engagement, communication, people out of the loop and therefore disappointed. ➢ Scale. A small city, with a small tax base, under the stress of growth. ➢ Projects and aspirations overlooked due to dependence on "partner" entities, e.g. bypass built without a walking path, or contract services in planning and building inspection that are not sufficiently responsive to the city's needs.. ➢ Citizen perspective insufficiently sought.
Opportunities	**Risks/Threats**
➢ To work with ODOT toward the second part of the bypass, repaving of Hwy 99, and road and sidewalk construction. ➢ To activate our plan for riverfront development, including trails/connectivity as soon as we obtain the property. ➢ To open up a new piece of real estate if the school bond passes – potential uses include preservation of parkland, and/or a new city hall.	➢ Risk of loss of sense of community and small town feeling from Riverside expansion, light and noise from bypass, and growth in general. ➢ Willamette River as a future source of water could be expensive, or be the cause of a moratorium imposed by the state or developers, or could be compromised due to climate change.

Issues of Strategic Importance to the City of Dundee in 2020

Based on existing assessment documents, results of a community visioning project in early 2020, results of pre-session interviews with Council members, and in-session discussion the following short-list of strategic issues was identified.

- Planning to anticipate the upcoming retirement of Dundee's longtime city administrator.
- Growth management to determine the right amount and type of growth for Dundee.
- Partnerships that need strengthening, as the City of Dundee's plans and aspirations are in many cases dependent upon the actions or initiatives of other entities.
- Water Master Planning to determine methods and potential partners.
- Density zoning and infill strategy to get the right mix of low/mid/higher income housing and of residential and commercial growth.
- River District Master Planning to support future development.

2020 Priorities

Council members considered the issues listed about and collateral issues confronting the city through the dual lenses of) urgency/timeliness and 2) potential impact. Using these lenses Council identified the following strategic priorities for 2020.

- **Recruiting and selecting a new City Administrator**
- **Identifying and analyzing options for Fire and EMS services.**
- **Nurturing and developing critical partnerships.**
- **Riverfront property acquisition for public access.**
- **Management of opportunities for the relocation of Dundee Elementary.**
- **A long term strategy for water resources.**
- **A long-term strategy for transportation.**
- **City mechanisms for communicating with the public.**

Other Topics Addressed

- Dundee Master Plans: Council directed staff to integrate annual updates on the status of all City of Dundee master plans on a periodic basis.
- Vision and strategy for growth, including density and infill strategies: Council noted that elements central to growth in Dundee are among the priorities established for 2020, but recommended that focus and action in these areas should begin in earnest with the incoming City Administrator.

Goals and Milestones for 2020 - 2021

The following pages illustrate Council intentions and timeline for 2020 priorities. These timelines and milestones will be reviewed by city staff and may change based on staff insight.

Goals & Major Milestones

GOALS	MAJOR MILESTONES							
	1st QTR 2020	2nd QTR 2020	3rd QTR 2020	4th QT% 2020	1st QTR 2021	2nd QTR 2021	3rd QTR 2021	4th QTR 2021
A new City Administrator on board		Consultant fee budgeted			Consultant selected	Recruitment conducted	Selection made	New City Administrator on board 1/1/22
Options for Fire & EMS service clear & understood		Consolidation study disseminated	Explore opportunities for shared services	Council decide consolidation or IGA for shared services		Special election?	*New study funded if required*	
Critical partnerships nurtured & developed		Partner liaisons established	Liaison reporting protocol in place		Periodic joint meetings established			
Riverfront property for public access acquired		*If property not available to purchase goal placed on hold*	*If "go":* Financing options understood	Decision of standalone city SDC or CPRD negotiated	*<u>If buying:</u>* Appraisal obtained & best option identified			
School relocation opportunities identified & managed				Bond outcome known *If bond passes:* Liaison established		Preferred location identified	Planning effort initiated	
Long term strategy for water established		Report received on siting of water treatment plant	Review possible collaboration of a regional system	Negotiate IGA Or Start process for City facility	Negotiate IGA Or Amend water right point of diversion	Approve IGA Or Secure financing	Partner in regional system – design intertie Or Acquire property	Partner in regional system – construct Or Issue RFP for design engineering

GOALS	MAJOR MILESTONES							
	1st QTR 2020	2nd QTR 2020	3rd QTR 2020	4th QT% 2020	1st QTR 2021	2nd QTR 2021	3rd QTR 2021	4th QTR 2021
Long-term strategy for transportation[i] developed			Adopt Street SDC			Funding strategy for non-capacity increasing improvements established		
City info & communications mechanisms[ii] established		Website funded	Needs and topics identified	Website update done				

[i] Transportation strategy exclusive of general maintenance.
[ii] Communication mechanisms may include newsletter, website, social media, other web-based approaches.