

BEFORE THE METRO COUNCIL CONTRACT REVIEW BOARD

FOR THE PURPOSE OF ENTERING INTO)	RESOLUTION NO. 04-3461
AGREEMENTS WITH U.S. DEPARTMENT OF)	
AGRICULTURE AND DUCKS UNLIMITED)	Introduced by Chief Operating Officer
FOR THE RESTORATION OF METRO OPEN)	Michael J. Jordan, with the concurrence of
SPACE PROPERTY AND AUTHORIZING THE)	Council President David Bragdon
CHIEF OPERATING OFFICER TO RELEASE)	
THE REQUEST FOR BIDS AND EXECUTING)	
THE CONTRACT)	

WHEREAS, Resolution No.96-2343 “For the Purpose of Approving a Refinement Plan for Gales Creek Target Area as Outlined in the Open Space Implementation Work Plan,” authorized the purchase of Open Space property in the Gales Creek Target Area on June 27, 1996; and

WHEREAS, on April 16, 1999 and March 24, 2000, Metro purchased a combined 345 acres within the Gales Creek Target Area from Lovejoy Center, Inc. (the “Lovejoy Property”); and

WHEREAS, a 245-acre portion of the Lovejoy Property lies within the Tualatin River floodplain and is in agricultural use; and

WHEREAS, floodplain and wetland properties in agricultural use are high priority for Metro Open Spaces restoration; and

WHEREAS, the U.S. Department of Agriculture (“USDA”) and Oregon State Watershed Board (“OWEB”) have offered grant funds to enable Metro and Ducks Unlimited (“DU”) to implement Metro’s restoration plan for the Lovejoy Property conditional on a covenant not to farm the restored portion of the Lovejoy Property for ten years; and

WHEREAS, DU has offered to perform land modification on the Lovejoy Property, using DU and OWEB grant funding, to support the Metro restoration; and

WHEREAS, Metro Parks and Greenspaces wishes to allow DU to perform said land modifications; and

WHEREAS, Metro Parks and Greenspaces wishes to enter into an agreement with a contractor to perform restoration on the Lovejoy Property using Metro funds over \$50,000.00 and USDA funds; and

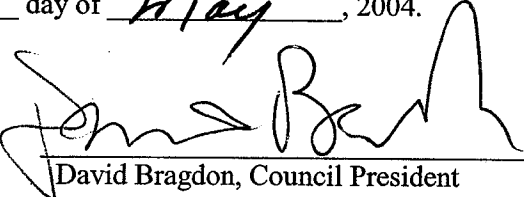
WHEREAS, the contract to perform said Metro restoration must be approved by the Metro Contract Review Board under Section 2.04.026 of the Metro Code; now therefore

BE IT RESOLVED that the Metro Council authorizes the Chief Operating Officer to:

- 1) Enter into agreements with USDA (Exhibit A) and Ducks Unlimited (Exhibit B) to restore the Lovejoy Property.

- 2) Release the Request for Bids (Exhibit C), select the successful bidder, and execute a contract to implement the re-vegetation component of the plan.

ADOPTED by the Metro Council this 27 day of May, 2004.


David Bragdon, Council President

Approved as to Form:


Daniel B. Cooper, Metro Attorney



**Wetlands Restoration Plan
For
Metro Lovejoy WRP
Contract Period; June 24, 2003 to June 23, 2013**

Name: Metro Lovejoy

Contract Number: 66-0436-3-026

Contract Acres: 245.2 acres

This project is funded by the USDA, NRCS Wetland Reserve Program as a 10 year, restoration only project. Partners involved from the initial planning through to completion of the implementation and monitoring include, Metro, Ducks Unlimited, Oregon Watershed Enhancement Board (OWEB), Tualatin Soil and Water Conservation District and the Tualatin Watershed Council. Each group has endorsed this project. Ducks Unlimited, Metro, and OWEB will provide a combination of in-kind and financial assistance for planning and implementation. Technical support to NRCS is being provided by US Fish and Wildlife Service (US F&WS)

Location: Under the Wetland Reserve Program (WRP) Restoration. 245.2 acres will be restored or enhanced. This parcel is located south of the Tualatin River in Section 18 Township 1 South, Range 3 West, Washington County, Oregon

Soils Data

Soils on the site within the WRP boundary as identified in the Washington County Soil Survey are as follows; 1 - Aloha silt loam, 14-Cove Clay, 30 - McBee silty clay loam , 37A Quatama loam, 0 to 3 % slopes, 37B Quatama loam 3 to 7% slopes and 3 -Wapato silty clay loam. See the soils map and associated soils data sheets.

Existing conditions

Approximately 99 percent of this area is within the 100-year floodplain. Contract acreage is 245.2 acres of which 133.2 acres are identified as NW (non-Wetland) 102.9 acres PC (Prior Converted), 9 acres are FWP (Farmed Wetland Pasture) and 10.3 acres are Wetlands (W).

This site has been extensively altered. Photos from the US Army Corps of Engineers (ACOE) dated 1934; show this area to be moderately disturbed. Areas in the northeast portion of the property, has wetland characteristics with wetland vegetation and presence of trees and shrubs. In other areas the land has few trees is intensively cropped. From the 1950's through the 1970 the area was drained with a system of drainage ditches, pattern tile with a sump. The wetland community was extensively altered for crop production. This information is documented in the NRCS case file.

The parcel has a permanent irrigation pump stations are located on the Tualatin River in the north part. These pump stations provide irrigation water to the cropland. In 1996, a thirty year storm event caused extensive flooding throughout the Tualatin Basin. This property and adjoining property sustained severe scour and stream bank

erosion on the north and west areas directly adjacent to the Tualatin River. Sediments deposited by this storm have disrupted some portions of the drainage system and some areas are starting to exhibit wetland characteristics. Due to a weak riparian corridor the site is vulnerable to extensive damage from future floods

RESTORATION OBJECTIVES

The restoration objectives of the Metro Lovejoy Wetland Reserve Project are as follows:

- Improve the quality and quantity of habitat for migratory waterfowl, neotropical migratory birds, native fish and terrestrial amphibians.
- Improve stream bank stability and increase diversity of age and composition of native woody plants in the riparian corridors.
- Restore previously drained and altered wetlands within the flood plain areas of the Tualatin River System to improve surface water quality and ground water recharge.
- Improve the quality of riparian and adjacent wetland wooded habitat areas to help the recovery effort of T&E Species (Winter Steelhead)
- Increase stream shading and provide additional food sources needed by T&E listed salmonid and other resident native species.
- Increase the habitat diversity for western pond turtle and terrestrial amphibians.

PLANNED NATIVE PLANT COMMUNITY AND FUNCTION*

***Conservation Plan Map-** See the conservation plan map for field acreage and location of planned restoration habitat communities.

Open Emergent Wetlands - 25.7 Acres

These areas permanently flooded and seasonal marsh areas. Plant vegetation is characterized by a combination of erect, rooted herbaceous plants which grow in submerged conditions and plants which grow above the water surface. Included are cattail, bulrush, slough grass, dock smartweed, arrow arum, pickerelweed and arrowhead.

These areas provide nesting habitat for waterfowl, filter soil sediments and other pollutants carried by surface water and provide ground water recharge. Primary use is waterfowl, shorebirds, songbirds and amphibians during portions of their life cycle. This area will be seeded to native wetland plants including sedges and smartweed.

Wetland Prairie - 71.8Acres

These areas are characterized as wet prairie areas at elevations above the permanent pool and control elevation set by the arch culvert. These areas are within the 100 year floodplain. They will provide nesting for waterfowl species including teal that nest above the waterline. This area will be seeded to native grasses and forbs and will provide a buffer between existing cropland and persistent and non-persistent emergent wetlands.

This area will be used by nesting waterfowl and will provide cover and food for deer, songbirds and upland mammals.

Scrub/ Shrub Wetlands – 19.2 Acres

Wetland areas, which are dominated by woody vegetation less than 20 feet tall. Native species include deciduous broadleaf trees and shrubs including alder, willow, red Osier dogwood, and Douglas spirea. Areas include remnants of old channels or areas which were altered and will be restored. Species use includes songbirds and raptors. These areas are used as cover from predators; food sources by birds, deer, beaver and nutria; and perches by raptors

Floodplain Forest -75.3 Acres

Wetland areas, is characterized as a plant community dominated by grasses with a few woody species. Tree height is greater than 20 feet tall. They possess an over story of trees and an under story of young trees, shrubs and herbaceous layer. Native species include broad-leafed deciduous trees Oregon ash, black cottonwood and willow. This community provides food and cover for song birds, deer, beaver, nutria, and perches by raptors.

Riparian Forest –53.2 Acres

Areas are characterized as forested lands within the 100 year flood plain, along existing streams with natural banks or areas which were streams, which have been altered using surface ditches. Predominate vegetation is tall trees up to 190 feet tall. The over story of large trees can consist predominately of willow black cottonwood, big leaf maple, alder, with some oak, and Douglas fir. The under story consists of shrubs that include willow, blue elderberry, snowberry, ocean spray, vine maple, red osier dogwood and pacific ninebark. Edges of these areas include fescues and ryegrass, typically if the area has been altered for crop production the areas are non-natives reed canarygrass and Himalayan black berry.

An effective riparian buffer provides stability to the stream channel keeps the stream corridor cool and provides a source for woody debris. During high stream flow they effectively trap out sediment and improve water quality.

Species use includes food and cover for song birds, deer, beaver, nutria and perches for raptors.

ESSENTIAL PRACTICES (Restoration)

-NRCS Standards and Specifications which apply;

- E1 Irrigation Water System, sprinkler (442)** The existing irrigation system will be used to water trees, shrubs, grasses, forbs, and other native vegetation. All pumping and beneficial use of irrigation water will be consistent with state law and established water rights.

- E2 Riparian forest buffer (Practice Code 391)** Conifers and deciduous trees and shrubs will be planted to expand the riparian corridor adjacent to the Tualatin River. Cluster and corridor plantings will provide a screen from road traffic as well as increase the biodiversity of the area. NRCS and Metro will approve all designs. The riparian plant communities will include native tree species such as white alder, red alder, Oregon ash, black cottonwood, pacific dogwood, big-leaf maple, willow, Douglas fir, Western red cedar and ponderosa pine. Shrubs used in the riparian areas will include Indian plum, pacific ninebark, bald hip rose, Nootka rose, red-osier dogwood, cascara, snowberry, serviceberry elderberry and Douglas spiraea. Tree and shrub planting will be detailed in the tree planting plan under practice standard 612.
- E3 Tree and shrub establishment (Practice Code 612)** Floodplain forest, shrub/shrub and riparian forest areas will be improved within the project area. Native trees and shrubs will be planted to provide a screen from road traffic as well as increase the bio-diversity of the site. Site preparation, tree plantings and timing of these activities will be completed according to the approved tree planting plan. NRCS and Metro will approve the plan prior to implementation. See the re-vegetation plan for details
- E4 Restoration and Management of Declining Habitats (Practice Code 643)** Provide habitat for rare and declining wildlife species by restoring wetland prairie, Oregon ash swales and riparian areas. Management practices and activities are not to disturb cover during the primary nesting period for grassland species. To benefit insect food sources for grassland nesting birds, spraying or other control of noxious weeds will be done on a very limited “spot” basis. This will protect forbs and legumes that benefit native pollinators and other wildlife. An exception will be allowed for periodic burning or mowing when necessary to maintain the health of the plant community. Mowing may be needed during the establishment period to control weeds. Rotate periodic planned management or other treatments throughout the restored/ managed area.
- E5 Wetland wildlife habitat management (Practice Code 644).** This area will be managed for waterfowl, neotropical songbirds, and terrestrial amphibians. The restored wetlands will be planted to various native aquatic species including Wapato, bulrushes, and floating-leaf pondweed. The area will be protected from wildfire.
- E6 Upland Wildlife Habitat Management (Practice Code 645)** Create, maintain or enhance area(s) to provide upland wildlife food and cover. Management activities including; mowing, burning or spraying will be

based upon the plant community goals. Management of forested areas should benefit both game and non-game species nesting habitat.

- E7** **Early Successional Habitat Development/Management (Practice Code 647)** Implementation will be according to a plan approved jointly by Metro and NRCS. Vegetative manipulation will be used to maximize plant diversity for use by waterfowl, songbirds, terrestrial amphibians and mammals. Disking or plowing on a multi-year rotation can create a mosaic of “non-farmed food plots” of plants. Irrigation may be used for establishment and maintenance of any practices specified in this plan. All pumping and beneficial use of irrigation water must be consistent with state law and water rights
- A** **Nesting Crop.** Seed mixtures could include native grasses and sedges such as: tufted hair grass, American slough grass, meadow barley, water foxtail, and woolly sedge. Seeding will be according to a plan approved by NRCS and Metro
- b.** **Sedges and rushes and other species** to be planted in ponded areas could include common spike rush, and small-fruit bulrush. Seeding will be according to a plan approved by NRCS and Metro
- c.** **Forbs** such as leafy beggar-tick, Broad-leaf water plantain, and smart weed. Seeding will be according to a plan approved by NRCS and Metro
- d.** **Native Pioneer species.** Will be seeded. Disking of areas on a multi-year rotation, may enhance and promote a complex of native pioneer species including smartweed, common downing and fragrant popcorn flower. Seeding will be according to a plan approved by NRCS and Metro
- E8** **Wetland Restoration, (Practice Code 657)** Areas in which the hydrology were previously altered by tile drainage and surface ditches will be restored. This will be accomplished by crushing and removing portions of tile lines and filling the diversion ditch and stabilizing of the ditch outlet. Areas disturbed in the restoration will be seeded with native grasses, sedges, rushes, and forbs or replanted to trees and shrubs associated with wetlands. Some areas that are presently impounded or areas in flood overflow channels will be allowed to undergo natural changes. See the engineering and vegetative plans for details. These areas will form Palusterine emergent persistent and non-persistent communities. Where possible, habitat which benefits Threatened & Endangered Species, will be included as part of the restoration activities.

OPERATION AND MAINTENANCE

The management plan for establishment of vegetation, hydrology and wetland habitat is considered an adaptive management plan. Adjustments will be made on site accordingly as Metro, NRCS and consulting wildlife agencies gain experience and understanding of the plant succession and hydrology. As this experience and understanding of the ecosystem is gained, the hydrology and vegetation of the site may be managed to maintain the plant community at a certain stage of plant community succession. The project area will have all necessary operations and maintenance performed to ensure that the purposes and functions for which the area was restored continue to be carried out.

Operation and Maintenance items:

- OM1** *Control of noxious weeds* (landowner is obligated to control noxious weeds on the WRP site). Any mowing, pulling, hoeing, mechanical cultivation or spraying will be done in consultation with NRCS as to timing, and noxious weed plant growth stage. Where possible, mowing or mechanical operations is the preferred method over spraying of herbicides. This operation will be done in a manner to lessen impacts of on entrance and exit into the established plant communities within the WRP easement area. The NRCS makes no recommendation for selection or application of herbicides. Any application of herbicides will be according to the manufacturer's label
- OM2** *Control of non-noxious weeds is jointly shared by NRCS and Metro.* Weed control of undesirable plant species during establishment period first three or four years are held jointly between NRCS and Metro. After this initial period control of non-noxious weeds becomes the responsibility of Metro. Control of non-noxious weeds will be accomplished by mowing, hoeing, pulling, mechanical methods or spot spraying. Mowing or a combination of mowing, hoeing, pulling, disking and cultivation is the first option to control non-noxious weeds. Where possible, weed control will be done in a manner to lessen impacts of ingress and egress into the established plant communities within the WRP project area. Application of any herbicides will be according to the manufacturer's label. NRCS makes no recommendation for application of herbicides.
- OM3** *Wetland Restoration Activities, Structures and decommissioned areas.* Inspect ditch stabilization structure, tile and ditch decommissioned areas, and de-leveled areas for stability, and effectiveness at least twice annually or after major flood events. Spot mow, or hand clip undesired non-native grasses or woody species until desired cover becomes established. Protect the area from wildfire. O&M is the responsibility of Metro.

OM4 ***Restored Wetland and Floodplain Plant Communities.*** Inspect restored wetlands and floodplain plant communities at least twice annually. Spot mow, or hand clip non-native grasses or invasive non-native woody species until cover becomes established. Protect the area from wildfire. O&M is a jointly responsibility between NRCS and Metro during the establishment period. Long term maintenance is the responsibility of Metro.

OM5 ***Trees and Shrub Plantings***
During the first three to four years of establishment, tree and shrub plantings will be evaluated at lease semi-annually by NRCS and Metro. Metro will insure that needed watering and weed control is performed. The decision to replant diseased, damaged or dead trees and shrubs will be based upon the expected survival rates consistent with plant community goals. See the planting plan for details. Long term maintenance is the responsibility of Metro. The area will be protected from wildfire.

Assessment of the Metro Lovejoy WRP project on public Drainage.

Artificial Drainage

Artificial drainage system including tile and drainage ditches. This parcel is of substantial size and encompasses the majority of the converted wetlands. The area located downstream of the Metro WRP project is a privately owned, and will continue to function at the current levels. The altered portion of the ditch will be restored to blend with the existing grade on the property line downstream. Adjoining landowners are not to be generatively affected by the proposed restoration disruption of drainage systems within the Metro Lovejoy WRP project.

The planned disruption of the tile and ditch drainage systems within the Metro Lovejoy WRP project area will restore the natural hydrology of this site.

Natural Drainage-

Natural flow enters the WRP easement from the Northeast as the Tualatin River backs into the areas as the water in the Tualatin riser. It is not uncommon for this to occur several times during the fall and winter months.

Flood Flows

This area is subject to annual flooding from the Tualatin River. During the winter months water backs into this WRP easement. In larger flood events, as experienced in 1996, the Tualatin River flowed out of its' banks and the flow entered this area from the southwest and along the Tualatin as flood water overtopped the dike system.

Under all three of the above conditions; artificial drainage, natural flows and Flood events, there will be no negative impacts to public and private drainage systems from this WRP easement and restoration.

USF&W SERVICE REVIEW.

Amy Horstman, USF&W Service Fish & Wildlife Biologist, from the Oregon State Office, in Portland, was on site August 13, 2003. They have provided written comments on the project to NRCS in a letter dated September 2, 2003. It is expected that their technical assistance will be available to help NRCS and the conservation partnership maximize habitat value for design review, construction and follow-up for the life of the easement.

RESTORATION SUMMARY:

This parcel has excellent potential for wetland prairie/ emergent wetland, scrub/shrub wetlands, floodplain Forest and Riparian forest. Potential habitat exists for Nelson's checker-mallow, Willamette daisy and Bradshaw's Lomatium. The plan when Implemented will benefit a wide variety of wildlife, including migratory waterfowl, bald eagles, peregrine falcons, shorebirds, songbirds, western pond turtle and Upper Willamette Steelhead. The site is designated as a critical area for wintering waterfowl and Upper Willamette Steelhead.

Financial Obligations.

Cost share under the restoration only WRP agreement is limited to a maximum of 75 % federal cost share not to exceed NRCS contributions specified in the contract. Grants and contributions from other conservation partnerships will be used to provide additional cost share. Additional funds for the Metro Lovejoy WRP restoration have been secured through a grant from Oregon Water Enhancement Board (OWEB) and with in-kind contributions from Ducks Unlimited and Metro .See the OMB No. 0578-0013 contract for NRCS financial information.

Restoration Timeline

Restoration activities are proposed to start in the fall of 2004. Closure and disruption of the existing drainage system will occur during the fish window July 15 –September 30, 2005. Vegetative components including tree planting will be completed by March 30, 2005. **See the time line for all related restoration activities.**

Cultural resources

Alan Spencer, NRCS Cultural Resources Specialist, visited the site on October 2, 2003. No cultural resource areas of concern were identified. Continued evaluation will be made during construction. At any time during construction if cultural resources are discovered, construction will immediately cease until these issues are resolved.

Endangered Species Act- T&E Species- Plants

A plant surveys were completed on this site. One was conducted on May 16, 2003 and the other on July 8, 2003 by Matt Dunnahoe, Tualatin Soil and Water Conservation District Technician. No T&E plant species were found. Transects identified common wetland and upland plants and cropland weed species.

Birds

Bald Eagle - No Bald Eagles were observed although this site is within the range. The closest Bald Eagle nest is located at Fern Hill Wetlands near Forest Grove, Oregon. This site is approximately 1 mile from the planned WRP restoration.

Fisheries

Winter steelhead- This site is adjacent to the Tualatin River and is potential habitat for Winter Steelhead. A biological evaluation will be completed by USDA Natural Resources Conservation Service will determine the extent of consultation activities required with NOAA Fisheries.

Biological Assessment and consultation.

Duck Unlimited will complete a biological assessment and needed consultation for the restoration project.

Photo documentation

Photos will be taken prior, during and after construction. Photo point monitoring points will be set to document restoration activates and vegetative changes Photo will be taken at least annually the first five years and there after every other year for the next ten years.

Annual status reviews

Annual status reviews will be conducted each year during the ten year agreement. The NRCS, Metro staff and other conservation partners will participate in this activity

Utilities

Location of utilities will be include and on the engineered drawings. The Landowner is responsible for obtaining this information. The engineering restoration drawings will document existence or non existence of utilities.

The landowner acknowledges their responsibility for control of noxious weeds, and understands and will fulfill their obligation required under operation and maintenance and compatible uses identified in this agreement.

Permits

The landowner is responsible for apply for and securing all federal, state and local permits. Permit assistance will be provided by Ducks Unlimited with assistance from NRCS. Permits will be secured prior to installation of the structural components of this plan.

Engineering Plans

Engineering plans, developed by Ducks' Unlimited will be certified and stamped by a registered DU engineer. Final approval of the engineering plan rests with Metro and NRCS.

Vegetative plans

Vegetative plans developed by Metro will be reviewed and approved by NRCS prior to implementation. Any changes to the vegetative plan, required to meet NRCS standards and specification or required as part of the permit process, are to be completed by Metro. Final approval of the vegetative plan rests with NRCS.

Engineering and vegetative plans are an official part of this restoration plan. Any variations or changes in the engineering or vegetative plans must be approved by the Natural Resources Conservation Service.

SIGNATURE PAGE

Note: The WRP Conservation Plan Schedule of Operations , OMB No.0578-0013, and the Task Agreement identify; the tasks to be completed, the financial and technical contribution of each conservation partner, cost-share rates and schedule of the planned restoration activities The specific engineering plans and specifications; seeding, management plans; and operation and maintenance practices will be developed prior to implementation. These plans and specifications are an official part of this Wetland Restoration Project. Failure to follow these requirements may negate this contract. Any variations in this plan must be approved by the Natural Resources Conservation Service.

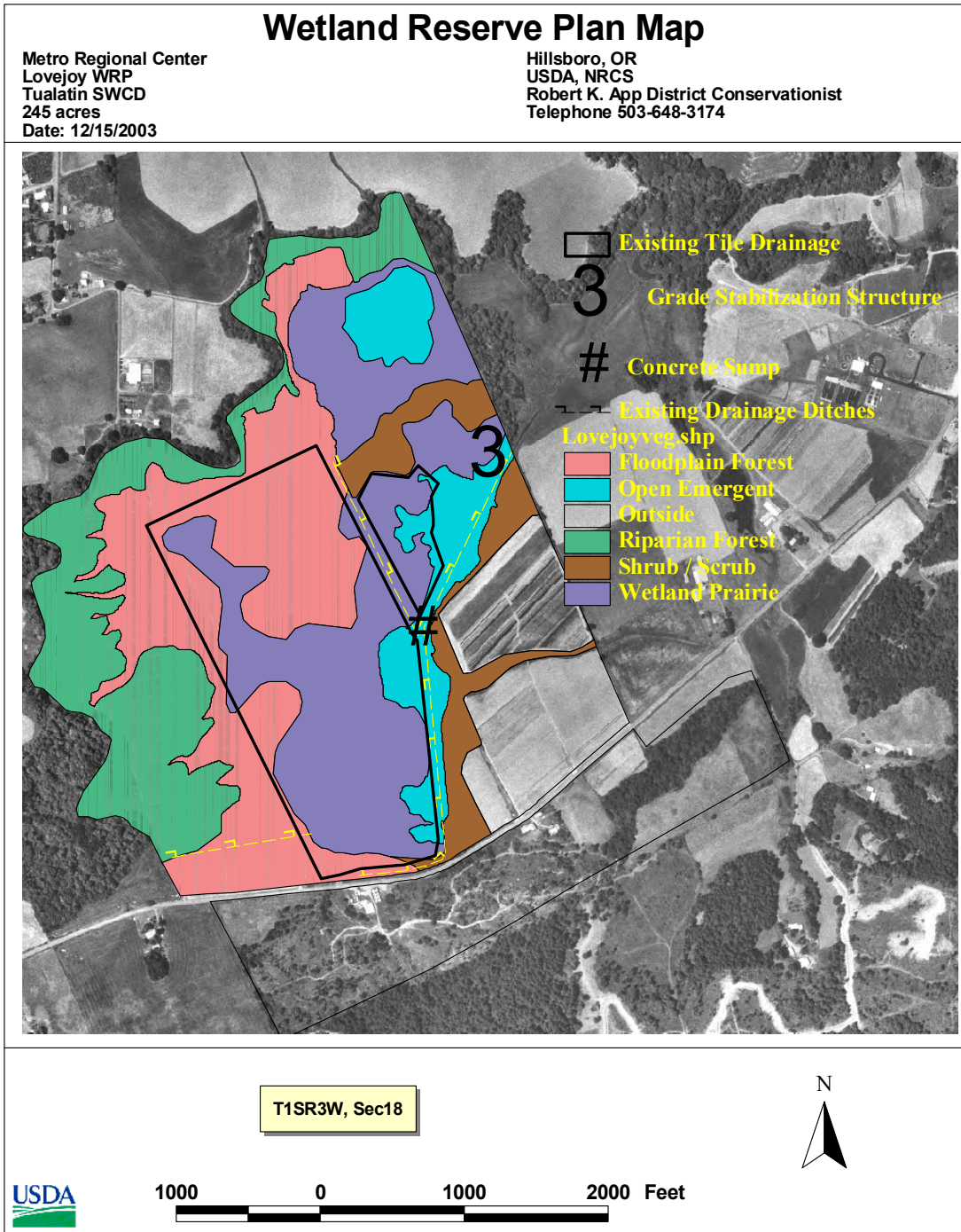
By signing this agreement, each conservation partner acknowledges their financial and technical obligation as identified in the Wetland Restoration Plan for Metro Lovejoy Wetland Restoration Project.

Prepared By _____ **Date** _____
USDA NRCS, District Conservationist

Landowners Signature _____ **Date** _____

Ducks' Unlimited Representative
Signature _____ **Date** _____

Reviewed By _____ **Date** _____
Tualatin Soil and Water Conservation District



1. To be completed by NRCS; check appropriate box:

This transaction is for CCC.

This transaction is for NRCS.

OMB No. 0578-0013

**CONSERVATION PLAN OR
SCHEDULE OF OPERATIONS**

3. NAME Metro Regional Center		4. COUNTY Washington	5. STATE OREGON	6. CONTRACT OR AGREEMENT NO. 66-0436-3-026	7. TOTAL ACRES UNDER CONTRACT 245.2
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CONTRACT ITEM NUMBER	FIELD	PLANNED CONSERVATION TREATMENT (Record of Decisions)	ESTIMATE D AMOUNT (UNITS)	COST BASIS \$	COST SHARE OR PAYMENT RATE %											REF. NO.					
						14	15	16	17	18	19	20	21	22	23						
						2004	2005	2006	2007	2008	2009	2010	2011	2012	2013						
						24	25	26	27	28	29	30	31	32	33						
8	9	10	11	12	13																

TEMPORARY COVER CROP (340) Site Prep and **temporary cover** crop planting for **non cropped areas with severe non-native plants**. Planting plan for site prep will be developed by Metro with the plan approved by NRCS prior to implementation. See the planting plan for details.

1	Tract: 3701 Field: 1	Initial Site Prep on severely weed (primarily Phalaris infestation areas) not currently farmed. (327)	35 ac.		\$20,843																
1a		mow	35 ac.	\$230	75.0% AM	\$6,038															
1b		Site-prep boom spray	35 ac.	\$92 /ac	75.0% AM	\$2,415															
1c		Burn	35 ac.	\$345 /ac.	75.0% AM	\$9,056															
1d		Site-prep boom spray	35 ac.	\$34.50 /ac.	75.0% AM	\$906															
1e		Cover Crop	35 ac.	\$25 /ac.	75.0% AM	\$656															
1f		Disc (3 passes)	35 ac.	\$33 /ac.	75.0% AM	\$866															
1g		Site-prep boom spray	35 ac.	\$34.50 /ac.	75.0% AM	\$906															

CONSERVATION COVER (327) - Establish **perennial native vegetative cover** in planned **scrub/shrub,riparian, floodplain forest and Wet Prairie/Emergent areas area**. Seeding plan will be prepared by Metro and approved by NRCS prior to implementation.

2	Tract: 3701 Field: 1	CONSERVATION COVER (327)	245.2 ac.		\$121,053																
2a		Site prep, seed & seeding	245.2 ac.	\$414.26/ac	75.0% AM	\$76,182															
2b		Seeding maintenance	245.2 ac.	144/ac	75.0% AM	\$26,481															
2c		Seeding maintenance	245.2 ac.	100/ac	75.0% AM		\$18,390														
2d		Operation & Maintenance	245.2 ac.	N/C	N/C			245. ac.	245.2 ac.	245.2ac.	245.2 ac.	245.2 ac.	245.2 ac.	245.2 ac.	245.2 ac.	245.2 ac.					

TREE/SHRUB ESTABLISHMENT (612) - Plant trees and shrubs to restore the Riparian Forest, Floodplain Forest and Shrub/Shrub native plant community. Planting plan will be developed by Metro prior to implementation. Plan will meet NRCS standards and specification. Plan is to be approved by NRCS prior to implementation.

3	Tract 3701 Field 1	Tree & Shrub Establishment	147.7 ac.		\$74,662																
3a		Bare root trees, shrubs and planting	147.7 ac.	\$674/Ac	75.0% AM	\$74,662															
3b		Operation and Maintenance	147.7 ac.	N/C	N/C			147.7ac.	147.7ac.	147.7ac.	147.7ac.	147.7ac.	147.7ac.	147.7ac.	147.7ac.	147.7ac.	147.7ac.				

OMB DISCLOSURE STATEMENT

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collections is 0578-0013. The time required to complete this information collection is estimated to average 0.69 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection information.

PRIVACY ACT STATEMENT

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C 522a). Furnishing this information is voluntary; however failure to furnish correct, complete information will result in the withholding or withdrawal of such technical or financial assistance. The information may be furnished to other USDA agencies, the Internal Revenue Service, the Department of Justice, or other state or federal law enforcement agencies, or in response to orders of a court, magistrate, or administrative tribunal.

NONDISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, or marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, S.W., Washington, DC 20250-9410 or call (202) 720-5964.

CONTRACT ITEM NUMBER	FIELD	PLANNED CONSERVATION TREATMENT (Record of Decisions)	ESTIMATE D AMOUNT (UNITS)	COST BASIS \$	COST SHARE OR PAYMENT RATE %	COMPLETION SCHEDULE AND ESTIMATED COST-SHARE OR PAYMENT BY YEAR (For Non-Cost Share Items Show Units)										REF. NO.	
						14	15	16	17	18	19	20	21	22	23		
						2004	2005	2006	2007	2008	2009	2010	2011	2012	2013		
8	9	10	11	12	13	24	25	26	27	28	29	30	31	32	33	34	
		Total Cost-Share or Payment by Year															
		Total Contract Payment: \$216,558															
						\$20,843	\$177,325	\$18,390	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	

NOTES: * Maximum Total Cost share from NRCS , 75% of the actual cost not to exceed = \$220,000. Additional restoration funds to be provided by other conservation partners.

- A. All items numbered in column 8 on form AD-1155 must be carried out as part of this contract to prevent violation.
- B. When established, the conservation practices listed in column 8 must be maintained by the participant at no cost to the government.
- C. Enter total cost per unit in column 12 on form AD-1155 unless the method of cost-share is flat rate. When flat rate, enter the amount per unit to be paid to the participant.
- D. All cost share rates in column 13 are based on average cost with the following exceptions:
 - AA = Actual costs not to exceed average cost.
 - FR = Flat rate.
 - NC = Non cost-shared.
 - AM = Actual cost not to exceed a specified maximum.
 - AP = Annual payment.
- E. Modifications will
- F. By signing, the participant acknowledges receipt of this conservation plan including form AD-1155 and this form AD-11-55A and agrees to comply with the terms and conditions hereof.

Participant .

Metro Regional Center Date NRCS Conservationist Date

Document date May 5, 2004



Metro Parks and Greenspaces

Project Name: LOVEJOY RESTORATION

Project Number: US-OR-118-1

COOPERATIVE AGREEMENT

This Agreement is effective this _____ day of _____, 20(____) between Ducks Unlimited, Inc. (hereinafter “DU”) and the Metro Parks and Greenspaces (hereinafter “Metro”).

WHEREAS, DU and Metro have entered into this Agreement to assist in the development of the Upper Tualatin River Floodplain (hereinafter “Site”) described in the Project Proposal (hereinafter “Project”) attached as Exhibit A to benefit migratory waterfowl and other natural resources as described in the Oregon Watershed Enhancement Board (hereinafter “OWEB”) Proposal titled, Upper Tualatin River Floodplain Restoration Project (hereinafter “Grant Proposal”), with amended budget table, attached as Exhibit B, and

WHEREAS, DU has secured funding pursuant to the Proposal through Watershed Improvement Grant Agreement No. 204-118 (hereinafter “Grant”), attached as Exhibit C, between DU and OWEB. The purpose of this grant is to improve fish and wildlife habitat and watershed function in the Tualatin River Basin, and

NOW, THEREFORE, in consideration of the above premises and other terms and conditions listed herein, DU and Metro agree as follows:

1. This Cooperative Agreement is entered into to accomplish the following tasks for the following purposes (the “work”) that is attached to the Grant Agreement between DU and OWEB:
Task(s): Restore wetlands, uplands, and riparian forest at the project site as described in the proposal to OWEB by DU.
Purpose(s): The primary purpose of this project is to restore and enhance habitat for fish and wildlife species.

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2. The work will occur on lands owned by Metro located in Section 18, SW ¼ & NW ¼ Township 1 South, Range 3 West, and Section 13, SE ¼ & NE ¼, Township 1 South, Range 4 West, in Washington County. A map showing the location is described in the Grant Proposal and incorporated into this Cooperative Agreement.
3. It is mutually agreed that the work will be shared as follows:
 - a. Metro will: Grant permission to DU to enter the property for the purpose of photographing, surveying, designing and implementing a hydrologic restoration element of the wetland restoration project as described in the Grant Proposal. Metro certifies they are the landowner of this property and agrees to allow DU and OWEB personnel the right to enter the property for purposes of monitoring habitat changes of the completed project and for documenting and/or photographing the progress of the project. Metro will be responsible for site preparation and revegetation elements of the project. Metro agrees that, if applicable, a sign may be placed on the project site and notice on any technical, educational or information material produced through this project that funding was provided by DU and OWEB. Metro will notify DU of: (1) any maintenance performed and (2) any costs associated with maintenance and monitoring and forward any invoices/documentation regarding said maintenance or monitoring to DU.
 - b. DU will: be responsible for photographing, surveying, designing and implementing hydrologic restoration element of the project as described in the Grant Proposal. These responsibilities include obtaining all necessary permits, hiring of any contractors, monitoring of completed project, submitting Project Completion and Monitoring Reports to OWEB, and coordination with all project partners.
4. Metro acknowledges that a portion of the funding for the work is being provided by OWEB. DU has provided Metro with a copy of the Grant Agreement, attached as Exhibit C, that covers the work, and Metro has reviewed the Grant Agreement. Metro acknowledges that project completion is contingent upon availability and/or reduction in funding amount. Metro agrees that should a reduction in funding occur pursuant to Section C of the Grant, this Agreement shall be amended to reflect such reduction in funding. Such amendment shall be mutually agreed to by all parties. If funding is reduced, any party to the agreement may upon thirty (30) days prior written notice to the other parties terminate this agreement.
5. Metro will provide funding in cash and in-kind in amount not to exceed two hundred sixty nine thousand dollars (\$269,000). Of these funds, forty nine thousand will come from Metro and two hundred twenty thousand will come from Natural Resource Conservation Services (hereinafter "NRCS"). In kind services from Metro may include monitoring, site preparation, and maintenance activities.

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6. DU will provide funding in cash and in-kind in an amount not to exceed one hundred eighty thousand dollars (\$180,000). Of these funds, one hundred and fifty thousand dollars (\$150,000) will come from OWEB and thirty thousand (\$30,000) will be in-kind from DU. In-kind services from DU may include: biological planning, survey, design, construction management, in-directs and administrative costs. DU's obligations under the terms of the Cooperative Agreement are contingent upon availability of funds.
7. It is mutually agreed that supervision, management and maintenance of the work will be shared as follows:
 - A. Metro will:
 - (i) Permit the work to occur and remain on Metro's property for a minimum of ten (10) years.
 - (ii) Permit DU and OWEB and their officers, agents, employee, contractors and invitees to enter onto the property where the work is being or has been done for the purposes of performing the work, inspecting the condition of the work, and monitoring the effectiveness of the work. Said entry shall be at times reasonably agreeable to Metro.
 - (iii) Manage the property where the work occurs in a manner to meet the purposes set forth in this Cooperative Agreement.
 - (iv) Repair or replace work that is damaged by normal use or natural events. Repair or replacement due to catastrophic natural events is not the responsibility of Metro under this Cooperative Agreement.
 - B. DU will:
 - (i) Conduct monitoring of the effectiveness of the work at agreed upon frequencies and prepare annual reports for a period of three (3) years, after the completion of the work, on the results and condition of the work which will be delivered to OWEB and which shall be a public record.
 - (ii) Submit a final report to OWEB after completion of the work on this project and which shall be a public record.
8. It is further agreed that after completion of the work, all of the improvements funded by OWEB and affixed to the land will become the property of Metro, provided that the terms of this Cooperative Agreement are met. Improvements not affixed to the land and funded by OWEB, such as portable equipment, shall become the property of DU upon satisfactory completion of the work.
9. DU shall save and hold harmless Metro and OWEB, and their respective officers, agents, employees and members from all claims, suits, or actions of whatsoever nature resulting from, or arising out of the activities of DU's, its agents or employees under this Cooperative Agreement.
10. The work to be performed under this Cooperative Agreement shall begin on or about November 1, 2003 and is expected to be completed on June 30, 2005.

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11. Metro shall save and hold harmless DU and OWEB, and their respective officers, agents, employees and members from all claims, suits, or actions of whatsoever nature resulting from, or arising out of the activities of Metro, its agent or employees under this Cooperative Agreement.
12. Metro shall not assign or transfer its interest in this Agreement without prior written approval from DU and OWEB.
13. DU appoints Chris Bonsignore as its Project Officer.
Metro appoints Jim Morgan as its Project Officer.

The parties may change their prospective Project Officer at any time by providing the other party with the name of their new Project Officer.

This agreement shall be effective upon the signature of all of the parties listed below and shall remain in effect for a minimum of ten (10) years unless mutually terminated or modified through written amendment by the parties at an earlier date.

Metro Parks and Greenspaces

Michael Jordan
Chief Operating Officer
600 NE Grand Avenue
Portland, OR 97232
(503) 797-1700

(date)

Ducks Unlimited, Inc.

Rudolph A. Rosen
Director
Ducks Unlimited, Inc.

(date)

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Exhibit A
Proposed Project

PROJECT NUMBER: OR-118-1

PROJECT NAME: Lovejoy Restoration

RESTORATION

PLAN: Project work will include three primary elements: 1) hydrologic restoration 2) removal of invasive exotic vegetation and 3) reestablishment of native plant communities.

**LONG-TERM
MANAGEMENT**

PLAN: See attached OWEB Grant Proposal (page 7)

FUNDING PARTNER	\$ AMOUNT	TYPE OF CONTRIBUTION
OWEB	\$150,000	Cash reimbursement to DU
Metro	\$ 49,000	Cash and In-kind
NRCS	\$220,000	Cash to Metro
DU	\$ 30,000	In-kind and in-directs
TOTAL	\$449,000	

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Exhibit B
GRANT PROPOSAL
“Upper Tualatin River Floodplain Restoration Project”
with amended Budget Table

Exhibit B
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Exhibit C
WATERSHED IMPROVEMENT
GRANT AGREEMENT
NO. 204-118

REQUEST FOR BIDS

LOVEJOY RESTORATION PROJECT Tualatin River Floodplain Wetlands

Metro hereby requests sealed bids for a restoration project located along the Tualatin River near the confluence of Gales Creek and the Tualatin River. Bids are due (postmarks not accepted) no later than 1:00 p.m., INSERT DATE HERE, at Metro, 600 NE Grand Avenue, Portland, Oregon 97232-2736, Attention: Jim Morgan, Natural Resources Manager and will be publicly opened and read INSERT TIME HERE at the Metro Regional Center's Room INSERT ROOM NUMBER HERE located at 600 NE Grand Avenue. First tier subcontractor forms are due to be received by 3:00 p.m. on the bid due date.

Bids must be submitted in sealed envelopes which clearly identify the item(s) as stated in the RFB. Bidding documents, (including specifications depicting the work) may be examined and are available at Metro, 600 NE Grand Avenue from 8:30 until 4:30 p.m., Monday through Friday or by calling (503) 797-1870.

Bids must conform to the RFB format and be complete including the use of any required forms. Metro may accept or reject any or all bids, in whole or in part, or waive irregularities not affecting substantial rights if such action is deemed in the public interest.

Metro and its contractors will not discriminate against any person(s) based on race, color, national origin, sex, sexual orientation, age, religion, physical handicap, political affiliation or marital status.

Metro extends equal opportunity to all persons and specifically encourages minority and women-owned businesses to access and participate in this and all Metro projects, programs and services.

Metro Code provisions 2.04.100 and 200 require all Bidders/Proposers to follow and document a specific good faith outreach effort to State certified Minority, Emerging and Women-owned Businesses. Certification of good faith compliance and a declaration of any utilization pursuant to both programs are required at the time of Bid Opening/Proposal Submission.

PROJECT AREA DESCRIPTION AND GOALS

Metro Regional Parks and Greenspaces proposes to restore historical wetlands and riparian vegetation in the Tualatin River floodplain properties owned and managed by Metro. The goal is to emulate a natural, functional, self-regulating system that is faithful to historical conditions and is integrated with the present ecological landscape in which it occurs.

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All of the 245 acres of floodplain area has been altered for agricultural purposes. Based on the Natural Heritage Program database, the historical plant communities for this site include open palustrine emergent wetland, wetland prairie, scrub/shrub wetland, riparian forest, and oak savannah. The upland portion of the property outside the floodplain is outside the project area.

Site hydrology has been altered with ditching, dike construction and drain tile placement. Proposed restoration of site hydrology includes disruption existing tile drainage, filling of drainage ditches, construction of small berms, minor grading and removal of existing constructed berms. This work will be completed prior to vegetation restoration included in the Request for Bids.

Vegetation restoration included site preparation (discing, spraying, seeding), bare-root planting of woody species and protection of planted stock, maintenance of planted areas for the first and second years and yearly monitoring documenting survivability and stocking rates.

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INVITATION TO BID

Metro is requesting bids for _____ (RFB # ____ - ____ - ____).
Potential bidders may obtain bid documents by contacting the _____ Department.
Sealed bids must be delivered to the Department at Metro, 600 NE Grand, Portland, Oregon 97232-2736, to
the attention of _____ no later than 11:00 a.m., _____, at
which time they will be publicly opened at 3:00 p.m. and read in _____.

The contract contemplated consists of _____.

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INSTRUCTIONS TO BIDDERS

BID

Metro is soliciting Bids for _____ (RFB # _____ - _____) for _____. Bids must be enclosed in a sealed envelope and mailed or delivered to the Metro _____ Department, 600 NE Grand, Portland, Oregon 97232-2736, Attention, (name & title), no later than 3:00 p.m., _____, 20_____, when they will be publicly opened in _____. A bid may not be submitted by Facsimile (FAX) transmittal.

The outside of the envelope shall plainly identify the subject of the Bid, the opening date, and the Bid number.

All bids must be clearly and distinctly typed or written with ink or indelible pencil. All blank spaces must be completed. No erasures are permitted. Mistakes must be crossed out and corrections typewritten or written in ink adjacent thereto, and initialed in ink by the party signing the Bid, or his authorized representative.

Written amounts shall be shown in both words and figures. Words shall govern in cases of discrepancy between the amounts stated in words and the amounts stated in figures.

All bids must be on the form furnished by Metro or they may be rejected by Metro. Where plans and specifications are attached to the bid, they must be returned by the Bidder with the bid.

Bidders must demonstrate that an employee drug testing program is in place.

COST OF BID

This invitation to Bid does not commit Metro to pay any costs incurred by any Bidder in the submission of a bid, or in making necessary studies or designs for the preparation thereof, or for procuring or contracting for the items to be furnished under the invitation to bid.

ERRORS/OMISSIONS

Any Bid may be deemed non-responsive by the Procurement Officer if it is: Not on the Bid forms provided; contains errors or omissions, erasures, alterations, or additions of any kind; proposes prices which are unsolicited or obviously unbalanced; or not in complete conformance with any and all conditions of the bidding documents.

ADDENDA TO PLANS OR SPECIFICATIONS

Requests for additional information or interpretation of the contract documents shall be

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delivered to the Project Manager, in writing, at least five (5) business days prior to the Bid opening date and time. If, in the opinion of the Project Manager, additional information or interpretation is needed by the Bidders, an addendum will be issued to all known specification holders. The provisions of any written addenda issued by the Procurement Officer or Project Manager at least seventy two (72) hours prior to the Bid opening date and time shall be binding upon the Bidders, and failure of a Bidder to obtain such addenda shall not excuse compliance therewith by the successful bidder.

MODIFICATION OF BID

An offer to modify the bid which is received from the successful Bidder after award of contract which makes the terms of the Bid more favorable or advantageous to Metro will be considered, and may thereafter be accepted. To be effective, every modification must be made in writing over the signature of the Bidder.

WITHDRAWAL OF BIDS

A Bidder may withdraw its bid in person, or by written or telegraphic request which is received prior to the scheduled 3:00 p.m. closing time for filing Bids. A bid may not be withdrawn by FAX. Negligence on the part of the Bidder in preparing his bid confers no right to withdraw the bid after the scheduled closing time for filing Bids.

LATE BID

Bids received after the scheduled closing time for filing Bids will be returned to the Bidder unopened, unless such closing time is extended by Metro.

EXECUTION

Each Bid shall give the Bidder's full business address and bear its legal signature.

Bids by partnerships must list the full name of all partners and be signed by a partner or agent authorized to execute the contract on behalf of the partnership and identified by printed name and title.

Bids by corporations must bear the legal name of the corporation, the name of the state of incorporation, and the signature of the officer or agent authorized to legally bind the corporation.

Upon request by Metro, satisfactory evidence of the authority of the partner or officer shall be furnished.

If the Bid is signed by an agent who is not an officer of the corporation or a member of the partnership, a notarized Power of Attorney must be on file with Metro prior to the

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opening of Bids or be submitted with the Bid. Without such notice of authority, the Bid shall be considered improperly executed, defective and therefore nonresponsive.

A Bid submitted by a joint venture must include a certified copy of the terms and conditions of the agreement creating the joint venture.

EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK

It is understood that the Bidder, before submitting a Bid, has made a careful examination of the plans, specifications, and contract; that it has fully informed itself as to the quality and quantity of materials and the character of the work required; and that it has made a careful examination of the location and condition of the work and the sources of supply for materials.

COMPLIANCE

Each Bidder shall inform itself of, and the Bidder awarded a contract shall comply with, federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, nondiscrimination in the employment of labor, protection of public and employee safety and health, environmental protection, waste reduction and recycling, the protection of natural resources, fire protection, burning and nonburning requirements, permits, fees and similar subjects.

ELIGIBILITY

Prior to submitting a Bid, all Bidders on public works/construction projects are required to be registered with the State of Oregon Construction Contractors Board, pursuant to ORS 701.035.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of the contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin.

PERMITS AND LICENSES

Each Bidder shall obtain and include in his Bid the cost for all permits and licenses which may be required to perform the contract.

CONFLICT OF INTEREST

A Bidder filing a bid thereby certifies that no officer, agent, or employee of Metro or

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Metro has a pecuniary interest in this Bid or has participated in contract negotiations on behalf of Metro; that the bid is made in good faith without fraud, collusion, or connection of any kind with any other Bidder for the same call for Bids; the Bidder is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.

IMMATERIAL VARIANCES

Metro reserves the right to determine whether equipment or materials that comply substantially in quality and performance with the specifications are acceptable to Metro, and whether any variance listed by the Bidder in a bid is material or immaterial.

LATEST MODEL

Parts and materials must be new, of latest model, of current date, and meet specifications. This provision excludes all surplus, remanufactured, and used products, unless such material is proposed in lieu of items specified.

"OR APPROVED EQUAL" CLAUSE

In order to establish a basis of quality, certain processes, types of machinery and equipment, or kinds of materials may be specified, either by description of process or by designating a manufacturer by name and referring to his brand or product designation, or by specifying a kind of material. It is not the intent of these specifications to exclude other processes, equipment, or materials of equal value, utility or merit.

Whenever a process is designated or a manufacturer's name, brand, or product is described, it shall be understood that the words, "or approved equal" follow such name, designation, or description, whether in fact they do so or not.

If a Bidder proposes to furnish an item, process or material which it claims to be of equal utility to the one designated, then:

1. Bidder shall submit to Metro, in care of the Project Manager, a written statement describing it together with supporting data and details sufficient to permit Metro to evaluate the same, five (5) work days prior to the Bid opening date and time.

If the product contains chemical properties, the relevant Material Safety Data Sheets (MSDS) shall be included to document all health and physical hazards, chemical ingredients, exposure limits, personal protective equipment for handling and use, and emergency procedures in response to unanticipated spills or environmental release.

2. Metro may require demonstration, additional tests, and additional data, all to be supplied at the expense of the Bidder.
3. If Metro determines that the proposed item, material or process is of equal value, utility or merit, the Project Manager shall notify all potential Bidders of record by issuance of an addendum at least seventy two (72) hours prior to the Bid opening date and time.

RECYCLABLE PRODUCTS

Vendors shall use recyclable products to the maximum extent economically feasible in the performance of the work set forth in this contract document.

RECYCLED PRODUCTS AS BID ITEMS

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Oregon Law (ORS 279-570) requires Metro and all public agencies to give preference to materials and supplies manufactured from recycled materials.

All Bidders are therefore required to specify the exact or minimum percentage of recycled paper and fiber type in all paper products or recycled content in all other products offered, plus both the post-consumer and secondary waste content of the products offered.

Only Bids submitted with such information shall receive preference consideration and post Bid declaration or discovery shall not be allowed.

Definitions of "recycled product," "post-consumer" and "secondary" waste material and other explanatory notes are included in Chapter 385 and available from the Metro Contract Management Division at 797-1613.

QUANTITIES

Metro makes no guarantees as to the exact quantities to be purchased. The figures provided are intended merely as guides and Bidders are warned not to construe them as a guarantee to purchase any amount.

Payment will be made only for quantities actually ordered, delivered, and accepted whether greater or less than the stated amounts.

TERMS

A Bid may be rejected if it requires payment in less than thirty (30) calendar days after delivery or if it requires payment, in whole or in part, prior to delivery.

PRICES

All prices submitted shall be firm during the contract period. If unit prices are requested, they should be provided for each unit on which there is a Bid. In case of mistake in

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extension of price, unit prices shall govern. All prices shall be F.O.B. the destination designated by Metro.

WARRANTY/GUARANTY

Each Bid for the furnishing of materials and equipment shall provide an explanation of both the Bidder's and manufacturer's warranties on materials and workmanship.

Every Bid shall indicate any warranty costs to Metro, including but not limited to, all parts, labor, and shipping costs required for compliance with any specific requirement(s) contained in the special conditions.

Each Bidder on a public works/ construction project shall provide at minimum a one-year's guaranty on all materials and workmanship.

SERVICE

Each Bidder shall furnish detailed information on any service facilities, locations, and procedures as well as information on any maintenance agreements or contracts available to Metro.

DELIVERY

Each Bidder shall provide a delivery schedule for each item offered. The successful Bidder shall notify Metro, in writing, within five (5) business days of order if delivery cannot be completed as proposed and required.

Upon receipt of such notice from the successful Bidder, Metro reserves the right to cancel the order and make the purchase from the second lowest, responsible Bidder.

If Metro does not elect to cancel the contract initially, subsequent failure to meet the then current delivery requirement does not foreclose Metro's option for later cancellation.

BID SECURITY

All Bids in excess of \$25,000 must be accompanied by a Bid deposit in the form of cashier's check or certified check drawn on a bank in good standing, or a Bid bond issued by a surety authorized to conduct such business in the state of Oregon. The deposit will be \$500.00. The deposit shall serve as a guarantee that the Bidder will not withdraw the Bid for a period of sixty (60) days after Bid opening, and if awarded the Contract will execute the Metro contract and furnish all bond(s) as required and within the time frame specified herein.

The Attorney-in-Fact (Resident Agent) who executes any bond on behalf of the Surety

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must attach a notarized copy of his/her Power of Attorney as evidence of his/her authority to bind the Surety on the date of execution of the bond.

Bid security is not required for food products and may be waived by the Metro Council if expressly deleted by the special conditions attached.

RESIDENT/NON-RESIDENT BIDDER

Oregon law requires Metro, in determining the lowest responsive Bidder, to add a percent increase on the Bid of a non-resident Bidder equal to the percent, if any, of the preference given to that Bidder in the state in which that Bidder resides. Therefore, each Bidder must indicate whether it is a resident or non-resident Bidder. A resident Bidder is a Bidder that has paid unemployment taxes or income taxes in the state of Oregon during the twelve (12) months immediately preceding submission of this Bid, has a business address in Oregon, and has stated in its Bid that it is a "resident Bidder."

BASIS OF AWARD

The award shall be made to the responsible Bidder(s) submitting the most responsive Bid to Metro. Any determination of the responsible Bidder(s) submitting the most advantageous Bid and the award are subject to review and determination by the Metro Legal Counsel as to legal sufficiency of any Bid submitted. Metro reserves the right to reject any and/or all Bids in whole or in part, and to waive irregularities not affecting substantial rights.

GENERAL CONDITIONS

NOTICE OF AWARD

Within 20 calendar days after the opening of Bids, Metro will accept one of the Bids, or combination of Bids, or reject all Bids in accordance with the Basis of Award. The acceptance of the Bid will be by written Notice of Award, mailed or delivered to the office designated in the Bid. The Notice of Award shall not entitle the party to whom it is delivered to any rights whatsoever.

CONTRACT

Within 10 business days of receipt of the contract from Metro, the Successful Bidder shall sign and deliver the Contract to Metro.

BID SECURITY

BID SECURITIES WILL BE HELD UNTIL THE CONTRACT HAS BEEN FINALLY EXECUTED, AFTER WHICH ALL BID SECURITIES, OTHER THAN THOSE WHICH HAVE BEEN FORFEITED, WILL BE RETURNED TO THE RESPECTIVE BIDDERS WHOSE BID THEY ACCOMPANIED.

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BONDS

Within ten (10) days of notification of award, the Contractor shall provide the following:

- A performance bond in an amount equal to 100 percent of the contract price for all public works/construction contracts over \$25,000.
- A Labor and Materials bond in an amount equal to 100 percent of the contract price for all public works/construction contracts over \$25,000.
- Under \$50,000, both bonds may be combined as one bond.
- Over \$50,000, separate bonds are required.

On all other contracts, a performance bond may be required if deemed in the public interest by Metro.

FOREIGN CONTRACTOR

A Contractor that is not domiciled in or registered to do business in the State of Oregon shall, upon execution of a contract in excess of \$10,000, promptly report the total contract price, terms of payment, length of contract and all other required information to the Oregon Department of Revenue. Compliance shall be documented and Metro shall be fully satisfied as to complete compliance prior to release of final payment.

INSURANCE (OR AS INDICATED IN ATTACHED CONTRACT)

The Contractor shall purchase and maintain at his expense the following types of insurance covering the Contractor, and his employees and agents.

1. Broad form comprehensive general liability insurance covering bodily injury, property damage, and personal injury with automatic coverage for premises and operations and product liability. The policy must be endorsed with contractual liability coverage.
2. Automobile bodily injury and property damage liability insurance.

Insurance coverage shall be a minimum of \$1,000,000 per occurrence. Metro, its councilors, departments, employees, and agents shall be named as an ADDITIONAL INSURED. Notice of any material change or policy cancellation shall be provided to Metro thirty (30) days prior to the change.

The Contractor shall comply with ORS 656.017 for all employees who work in the state of Oregon for more than 10 days. The Contractor shall provide Metro with certification of workers' compensation insurance including employer's liability.

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WORKERS' COMPENSATION

The Contractor, and all subsequent subcontractors and suppliers performing work pursuant to this contract shall provide Workers' Compensation benefits as required by and in accordance with all applicable state and federal laws.

NOTICE OF ASSIGNMENT

Metro will not recognize any assignment or transfer of any interest in this contract without written notice to the Procurement Officer by the new vendor.

HAZARD COMMUNICATION

The Contractor shall be required to strictly adhere to, coordinate with Metro and document full compliance with the policies and procedures of the Oregon Occupational Health and Safety Code, OAR Chapter 437, Division 155, Hazard Communication.

Therefore, the Contractor and all subcontractors and suppliers within his control shall notify Metro and all parties to the agreement as to:

- Hazardous materials to which they may be exposed on site.
- Employee measures to lessen the possibility of exposure.
- All contractor measures to reduce the risk.
- Procedures to follow if exposed.

The Contractor shall provide Metro with all Material Safety Data Sheets (MSDS) prior to delivery or introduction of the material on site.

For further information or clarification, contact the Metro Risk Management Division at 797-1615.

DELIVERY TIMES

The Contractor shall deliver on business days between the hours of 8:00 a.m. and 5:00 p.m. Unloading must be completed by 5:00 p.m. unless approved in advance by Metro. Requests for such approval must be received by Metro at least three (3) days prior to delivery. Contractor shall assume all risk of deliveries made during hours beyond those listed above.

FAILURE TO PERFORM

Should the Contractor fail to meet the agreed upon delivery schedule, thereby making it necessary for Metro to purchase urgently-needed items from another source, the low Bidder shall pay the difference between the accepted low Bid price and the purchase price or accept an offset against any monies then owed by Metro.

PATENTS

The Contractor agrees to protect, to defend (if Metro requests) and save the agency harmless against any demand for payment for wrongful or unauthorized use of any patented material, process, article, or device that may enter into manufacture, construction, or forms a part of the work covered by this contract.

INVOICES

Invoices shall be prepared and submitted unless otherwise specified. Invoices shall contain the following information: Contract or Purchase Order number (if any), item numbers, description of supplies or

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services, sizes, quantities, unit prices and extended totals. Invoice should also state name of the unit or department to which the merchandise was shipped or delivered.

LAW OF STATE OF OREGON

This contract is entered into within the state of Oregon, and the law of said State, whether substantive or procedural, shall apply and be followed with respect to this contract.

PREVAILING WAGE

The contractor, and all subcontractors and suppliers, shall be required to comply with ORS 279.350 through 279.354 and ensure that all workers are paid not less than, and in accordance with, the Prevailing Wages published by the Oregon Bureau of Labor and Industries.

The contractor is required to pay a fee equal to one-tenth of one percent (.1 percent) of the price of the contract, but not less than \$100 nor more than \$5,000, under ORS 279.352 (2) and section 5 (1), ch 594, 1995 Oregon Laws. The fee shall be paid on or before the first progress payment or 60 days from the date work first began on the contract, whichever comes first. The fee is payable to the Bureau of Labor and Industries at the following address:

Bureau of Labor and Industries
Wage and Hour Division
Prevailing Wage Unit
800 NE Oregon Street, #32
Portland, OR 97232

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SPECIAL CONDITIONS

MINORITY, ESB AND WOMEN-OWNED BUSINESS PROGRAM

In the event that any subcontracts are to be utilized in the performance of this agreement, the Bidder's attention is directed to Metro Code Section 2.04.100.

Copies of that document are available from the Contract Management Division, Metro Regional Center, 600 NE Grand Avenue, Portland, OR 97232 or by calling (503) 797-1816.

OPTIONAL

BASIS OF AWARD - ANNUAL SUPPLY CONTRACT - ALL JURISDICTIONS

This bid solicitation anticipates the award of an annual supply contract with firm unit pricing from a single vendor for the period from _____ to _____.

The quantities specified herein represent estimated quantities anticipated over the course of the one-year period but there are not absolute guarantees expressed or implied.

In an effort to standardize product usage, and in order to secure optimal governmental pricing, Metro hereby solicits unit prices which the vendor will extend to other governmental jurisdictions without additional public bidding costs. Metro will extend such courtesy to all governmental jurisdictions within its boundaries, without any fees or commissions, but only by referral.

Therefore, all bidders are specifically advised to document all terms and conditions required to determine all costs and limitations in the pricing, including but not limited to all minimum order or shipping quantities, special shipping charges beyond the specified f.o.b. destinations, etc.

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Metro Contract No. _____

Attachment A

SCOPE OF WORK

1. **Description of the Work.**

2. **Payment and Billing.**

Contractor shall perform the above work for a maximum price not to exceed _____
_____ THOUSAND, _____ HUNDRED AND _____
_____/100 DOLLARS (\$_____).

The maximum price includes all fees, costs and expenses of whatever nature. Each of Metro's payments to Contractor shall equal the percentage of the work Contractor accomplished during the billing period. Contractor's billing statements will include an itemized statement of work done and expenses incurred during the billing period, will not be submitted more frequently than once a month, and will be sent to Metro. Metro will pay Contractor within 30 days of receipt of an approved billing statement.

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NOTICE TO ALL BIDDERS

The public contract included herein is a standard agreement approved for use by Metro's General Counsel. This is the contract the successful bidder will enter into with Metro; it is included for your review prior to submitting a bid.

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ATTACHMENT A
To Standard RFB

SAMPLE - STANDARD PUBLIC CONTRACT

CONTRACT NO. _____

PUBLIC CONTRACT

THIS Contract is entered into between Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, whose address is 600 N.E. Grand Avenue, Portland, Oregon 97232-2736, and _____, whose address is _____ hereinafter referred to as the "CONTRACTOR."

THE PARTIES AGREE AS FOLLOWS:

ARTICLE I
SCOPE OF WORK

CONTRACTOR shall perform the work and/or deliver to METRO the goods described in the Scope of Work attached hereto as Attachment A. All services and goods shall be of good quality and, otherwise, in accordance with the Scope of Work.

ARTICLE II
TERM OF CONTRACT

The term of this Contract shall be for the period commencing _____, 20____, through and including _____, 20____.

ARTICLE III
CONTRACT SUM AND TERMS OF PAYMENT

METRO shall compensate the CONTRACTOR for work performed and/or goods supplied as described in the Scope of Work. METRO shall not be responsible for payment of any materials, expenses or costs other than those which are specifically included in the Scope of Work.

ARTICLE IV
LIABILITY AND INDEMNITY

CONTRACTOR is an independent contractor and assumes full responsibility for the content of its work and performance of CONTRACTOR's labor, and assumes full responsibility for all liability for bodily injury or physical damage to person or property arising out of or related to this Contract, and shall indemnify, defend and hold harmless

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METRO, its agents and employees, from any and all claims, demands, damages, actions, losses, and expenses, including attorney's fees, arising out of or in any way connected with its performance of this Contract. CONTRACTOR is solely responsible for paying CONTRACTOR's subcontractors and nothing contained herein shall create or be construed to create any contractual relationship between any subcontractor(s) and METRO.

ARTICLE V
TERMINATION

METRO may terminate this Contract upon giving CONTRACTOR seven (7) days written notice. In the event of termination, CONTRACTOR shall be entitled to payment for work performed to the date of termination. METRO shall not be liable for indirect or consequential damages. Termination by METRO will not waive any claim or remedies it may have against CONTRACTOR.

ARTICLE VI
INSURANCE

CONTRACTOR shall purchase and maintain at CONTRACTOR'S expense, the following types of insurance covering the CONTRACTOR, its employees and agents.

A. Broad form comprehensive general liability insurance covering personal injury, property damage, and bodily injury with automatic coverage for premises and operation and product liability shall be a minimum of \$1,000,000 per occurrence. **Metro, its elected officials, departments, employees and agents shall be named as an ADDITIONAL INSURED.** The policy must be endorsed with contractual liability coverage.

B. Automobile bodily injury and property damage liability insurance. Insurance coverage shall be a minimum of \$1,000,000 per occurrence. **METRO, its elected officials, departments, employees, and agents shall be named as an ADDITIONAL INSURED.** Notice of any material change or policy cancellation shall be provided to METRO thirty (30) days prior to the change.

This insurance as well as all workers' compensation coverage for compliance with ORS 656.017 must cover CONTRACTOR'S operations under this Contract, whether such operations be by CONTRACTOR or by any subcontractor or anyone directly or indirectly employed by either of them.

CONTRACTOR shall provide METRO with a certificate of insurance complying with this article and naming METRO as an additional insured within fifteen (15) days of execution of this Contract or twenty-four (24) hours before services under this Contract commence, whichever date is earlier.

CONTRACTOR shall not be required to provide the liability insurance described

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in this Article only if an express exclusion relieving CONTRACTOR of this requirement is contained in the Scope of Work.

ARTICLE VII
PUBLIC CONTRACTS

All applicable provisions of ORS chapters 187 and 279, and all other terms and conditions necessary to be inserted into public contracts in the State of Oregon, are hereby incorporated as if such provision were a part of this Agreement, including, but not limited to, ORS 279.310 to 279.320. Specifically, it is a condition of this contract that Contractor and all employers working under this Agreement are subject employers that will comply with ORS 656.017 as required by 1989 Oregon Laws, Chapter 684.

For public work subject to ORS 279.348 to 279.365, the Contractor shall pay prevailing wages and shall pay an administrative fee to the Bureau of Labor and Industries pursuant to the administrative rules established by the Commissioner of Labor and Industries. Contractors must promptly pay, as due, all persons supplying to such contractor labor or material used in this contract. If the contractor or first-tier subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within 30 days after receipt of payment from the public contracting agency or a contractor, the contractor or first-tier subcontractor shall owe the person the amount due plus shall pay interest in accordance with ORS 279.314. If the contractor or first-tier subcontractor fails, neglects, or refuses to make payment, to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279.445. Contractor must pay any and all contributions and amounts due to the Industrial Accident Fund from contractor or subcontractor and incurred in the performance of the contract. No liens or claims are permitted to be filed against Metro on account of any labor or material furnished. Contractors are required to pay the Department of Revenue all sums withheld from employees pursuant to OR 316.167.

For public improvement work all contractors must demonstrate that an employee drug-testing program is in place.

ARTICLE VIII
ATTORNEY'S FEES

In the event of any litigation concerning this Contract, the prevailing party shall be entitled to reasonable attorney's fees and court costs, including fees and costs on appeal to any appellate courts.

ARTICLE IX
QUALITY OF GOODS AND SERVICES

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of the highest quality. All workers and subcontractors shall be skilled

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in their trades. CONTRACTOR guarantees all work against defects in material or workmanship for a period of one (1) year from the date of acceptance or final payment by METRO, whichever is later. All guarantees and warranties of goods furnished to CONTRACTOR or subcontractors by any manufacturer or supplier shall be deemed to run to the benefit of METRO.

ARTICLE X
OWNERSHIP OF DOCUMENTS

All documents of any nature including, but not limited to, reports, drawings, works of art and photographs, produced by CONTRACTOR pursuant to this agreement are the property of METRO and it is agreed by the parties hereto that such documents are works made for hire. CONTRACTOR does hereby convey, transfer and grant to METRO all rights of reproduction and the copyright to all such documents.

ARTICLE XI
SUBCONTRACTORS

CONTRACTOR shall contact METRO prior to negotiating any subcontracts and CONTRACTOR shall obtain approval from METRO before entering into any subcontracts for the performance of any of the services and/or supply of any of the goods covered by this Contract.

METRO reserves the right to reasonably reject any subcontractor or supplier and no increase in the CONTRACTOR's compensation shall result thereby. All subcontracts related to this Contract shall include the terms and conditions of this agreement. CONTRACTOR shall be fully responsible for all of its subcontractors as provided in Article IV.

ARTICLE XII
RIGHT TO WITHHOLD PAYMENTS

METRO shall have the right to withhold from payments due CONTRACTOR such sums as necessary, in METRO's sole opinion, to protect METRO against any loss, damage or claim which may result from CONTRACTOR's performance or failure to perform under this agreement or the failure of CONTRACTOR to make proper payment to any suppliers or subcontractors.

If a liquidated damages provision is contained in the Scope of Work and if CONTRACTOR has, in METRO's opinion, violated that provision, METRO shall have the right to withhold from payments due CONTRACTOR such sums as shall satisfy that provision. All sums withheld by METRO under this Article shall become the property of METRO and CONTRACTOR shall have no right to such sums to the extent that CONTRACTOR has breached this Contract.

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ARTICLE XIII
SAFETY

If services of any nature are to be performed pursuant to this agreement, CONTRACTOR shall take all necessary precautions for the safety of employees and others in the vicinity of the services being performed and shall comply with all applicable provisions of federal, state and local safety laws and building codes, including the acquisition of any required permits.

ARTICLE XIV
INTEGRATION OF CONTRACT DOCUMENTS

All of the provisions of any bidding documents including, but not limited to, the Advertisement for Bids, General and Special Instructions to Bidders, Proposal, Scope of Work, and Specifications which were utilized in conjunction with the bidding of this Contract are hereby expressly incorporated by reference. Otherwise, this Contract represents the entire and integrated agreement between METRO and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by both METRO and CONTRACTOR. The law of the state of Oregon shall govern the construction and interpretation of this Contract.

ARTICLE XV
COMPLIANCE

CONTRACTOR shall comply with federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, non-discrimination, safety and health, environmental protection, waste reduction and recycling, fire protection, permits, fees and similar subjects.

ARTICLE XVI
ASSIGNMENT

CONTRACTOR shall not assign any rights or obligations under or arising from this Contract without prior written consent from METRO.

CONTRACTOR NAME

METRO

By _____

By _____

Date _____

Date _____

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BIDDER REPRESENTS/CERTIFIES/ACKNOWLEDGES AS PART OF THIS OFFER THAT:	
(Check or complete all applicable boxes or blocks.)	
1.	BID BOND: Bidder has complied with Metro's requirements for \$500.00 bid surety and guarantees that this bid is irrevocable for the period specified herein;
___ 2.	PERFORMANCE BOND: Cost of the Bond, if required, will be: _____ (\$ _____).
___ 3.	CONFLICT OF INTEREST: Bidder hereby certifies that no officer, agent, or employee of Metro has participated on behalf of Metro in preparation of this bid, that the bid is made in good faith without fraud, collusion, or connection of any kind with any other Bidder for the same work, and the Bidder is competing solely in its own behalf without connection or obligation to any undisclosed person or firm.
___ 4.	RESIDENT/NON-RESIDENT: Undersigned Bidder states that it is a ___ resident or ___ non-resident of the state of Oregon. State in which Bidder resides: _____.
___ 5.	TYPE OF BUSINESS ORGANIZATION: Bidder operates as ___ an individual, ___ a corporation, incorporated under the laws of the state of _____, ___ a non-profit organization, ___ a partnership. (If partnership, list/attach names of the partners)
___ 6.	OREGON LICENSE: If a corporation, ___ it is, or ___ is not, licensed with Oregon Corporation Commission.
___ 7.	REGISTRATION NO: _____ with Construction Contractors Board.
___ 8.	DOING BUSINESS AS: Provide any assumed names utilized:
FIRM OR CORPORATION NAME _____	
NAME OF LOCAL REPRESENTATIVE _____	
MAILING ADDRESS: _____	
TELEPHONE NUMBER:	STREET CITY STATE ZIP
FAX NUMBER:	AREA CODE ()
NAME AND TITLE OF PERSON AUTHORIZED TO CONTRACT/SIGN OFFER (TYPE OR PRINT)	SIGNATURE OF AUTHORIZED PERSON:
Bids must be enclosed in a sealed envelope, endorsed on the outside, indicate the bid subject, Request for Bid number and opening date, and delivered to Metro on or before the date and time of the bid opening. (See Instructions to Bidders)	

Exhibit C
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BID BOND

BOND NO. _____
AMOUNT: \$ _____

KNOW ALL MEN BY THESE PRESENTS, that _____
hereinafter called the PRINCIPAL, and _____
a corporation duly organized under the laws of the State of _____, having its principal place
of business at _____ in the state of _____
_____, and authorized to do business in the state of Oregon, as SURETY, are held and firmly bound
unto _____ hereinafter called the OBLIGEE, in the penal sum of _____
_____ DOLLARS (\$ _____) for the payment of which we bind ourselves, our heirs,
executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS PRINCIPAL IS SUCH THAT:

WHEREAS the PRINCIPAL is herewith submitting a **BID FOR** _____ said Bid, by
reference thereto, being hereby made a part hereof.

NOW, THEREFORE, if the Bid submitted by the PRINCIPAL is accepted, and the Contract awarded to the
PRINCIPAL, and if the PRINCIPAL shall execute the proposed Contract and shall furnish any bond(s)
required by the Contract Documents within the time fixed by the Documents, then this obligation shall be
void; if the PRINCIPAL shall fail to execute the proposed Contract and furnish the bond(s), the SURETY
hereby agrees to pay to the OBLIGEE the penal sum as liquidated damages, within ten (10) days of such
failure.

Signed and sealed this _____ of _____, 20____.

PRINCIPAL

By _____

SURETY

By _____

Attorney-in-Fact

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PERFORMANCE AND PAYMENT BOND

(NOTE: CONTRACTOR MUST USE THIS FORM, NOT A SURETY COMPANY FORM)

AMOUNT \$ _____

KNOW ALL MEN BY THESE PRESENT, that _____, as CONTRACTOR, (Principal), and _____, a corporation, duly authorized to do a general surety business in the State of Oregon, as SURETY, are jointly and severally held and bound unto Metro, the OWNER, (Obligee) herein, in the sum of _____ DOLLARS (\$ _____), for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

This bond is executed under the authority of ORS Chapter 279, of the State of Oregon, the provisions of which are hereby incorporated into this bond and made a part hereof.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, _____, the CONTRACTOR, entered into a certain Contract with Metro, the OWNER, for _____.

IN WITNESS:

NOW, THEREFORE, if the CONTRACTOR shall faithfully perform all the provisions of such Contract for the duration thereof, including the guarantee period, and promptly pay all laborers, mechanics, subcontractors, material-men, and all persons who shall supply such work and services, and save harmless the OWNER, its officers, agents and employees from all claims therefor, or from any claim for damages or injury to property or persons arising by reason of the work; and shall, in the time and manner, and under the terms and conditions prescribed, well and faithfully do, perform and furnish all matters and things as by them in the Contract undertaken, and as by law, local, State, and Federal, prescribed, then this obligation shall be void; otherwise it shall remain in full force and effect.

Signed and sealed this _____ day of _____, 20 ____.

CONTRACTOR
BY _____

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Resolution No. 04-3461

SURETY

BY _____

Exhibit C
Resolution No. 04-3461

PERFORMANCE BOND

(NOTE: CONTRACTORS MUST USE THIS FORM, NOT A SURETY COMPANY FORM)

KNOW BY ALL MEN BY THESE PRESENTS:

We the undersigned _____
as PRINCIPAL (hereinafter called CONTRACTOR), and _____ a
corporation organized and existing under and by virtue of the laws of the state of _____, duly
authorized to do surety business in the state of Oregon and named on the current list of approved surety companies
acceptable on federal bonds and conforming with the underwriting limitations as published in the Federal Register
by the audit staff of the Bureau of Accounts and the U.S. Treasury Department and is of the appropriate class for the
bond amount as determined by Best's Rating System, as SURETY, hereby hold and firmly bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, to pay to METRO as OBLIGEE (hereinafter
called METRO), the amount of _____ Dollars (\$ _____), in lawful
money of the United States of America.

WHEREAS, the CONTRACTOR entered into a contract with METRO dated _____, 20__
which Contract is hereunto annexed and made a part hereof, for accomplishment of the project described as follows:
_____.

NOW, THEREFORE, the condition of this obligation is such that if the CONTRACTOR shall promptly,
truly and faithfully perform all the undertakings, covenants, terms, conditions, and agreements of the aforesaid _____
_____, METRO having performed its obligations thereunder, then this obligation shall be null
and void; otherwise it shall remain in full force and effect.

Whenever CONTRACTOR shall be declared by METRO to be in default under the Contract Documents
for the project described herein, the SURETY may promptly remedy the default, or shall promptly complete the _____
_____ in accordance with the Contract Documents and the project Specifications. SURETY,
for value received, further stipulates and agrees that all changes, extensions of time, alterations, or additions to the
terms of the Contract or Specifications for _____
are within the scope of the SURETY's undertaking on this bond, and SURETY hereby waives notice of any such
change, extension of time, alteration or addition to the terms of the _____ or to the
Work or to the Specifications. Any such change, extension of time, alteration or addition to the terms of the _____
_____ or to the Work or to the Specifications shall automatically increase the obligation of the
Surety hereunder in a like amount, provided that such increase shall not exceed twenty-five percent (25%) of the
original amount of the obligation without the consent of the Surety.

This obligation shall continue to bind the PRINCIPAL and SURETY, notwithstanding successive payments
made hereunder, until the full amount of the obligation is exhausted.

No right of action shall accrue on this bond to or for the use of any person or corporation other than
METRO or its heirs, executors, administrators, successors or assigns.

If more than one SURETY is on this bond, each SURETY hereby agrees that it is jointly and severally
liable for obligations on this bond.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of
_____, 20____.

SURETY

CONTRACTOR

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By _____

By _____

Title _____

Title _____

Street Address

Street Address

City
ZIP

State ZIP

City

State

Phone Number

Phone Number

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CERTIFICATE OF COMPLIANCE

I, the undersigned duly authorized representative of the Bidder, hereby certify that the products offered in this bid contain the following minimum percentages:

- (A) _____ Percentage of post-consumer waste as defined in ORS 279.545(1) (formerly ORS 279.731(1));
- (B) _____ Percentage of secondary waste materials as defined in ORS 279.545(6) (formerly ORS 279.731(6));

It is the bidder's responsibility to provide additional signed copies of this Certification of Compliance for each item which contains a different percentage of recycled materials than listed above.

DEFINITIONS:

ORS 279.545(1): "'Post Consumer Waste' means a finished materials which would normally be disposed of as solid waste, having completed its life cycle as a consumer item. 'Post-consumer waste' does not include manufacturing waste."

ORS 279.545(6): "'Secondary Waste Materials' is defined as fragments of products or finished products of a manufacturing process which has converted a virgin resource into a commodity of real economic value, and includes post-consumer waste, but does not include excess virgin resources of the manufacturing process. For paper, 'secondary waste materials' does not include fibrous waste generated during the manufacturing process such as fibers recovered from waste water or trimmings of paper machine rolls, mill broke, wood slabs, chips, sawdust or other wood residue from a manufacturing process."

I, the undersigned duly authorized representative of the bidder, understand that the bid must be signed in ink by the bidder or an authorized representative of the bidder and that any alterations or erasures must be initialed in ink by the person signing the bid. Further, I acknowledge that I have read and understand all bid instructions, specifications, terms and conditions (including the attachments indicated above and agree, on behalf of myself and the bidder to be bound by them.

I, the undersigned duly authorized representative of the bidder certify that the information provided in this bid is true and accurate. Further, I understand and acknowledge that providing incorrect or incomplete information may be cause for bid rejection or contract termination.

Signature _____

Title _____

Company: _____

Telephone: _____

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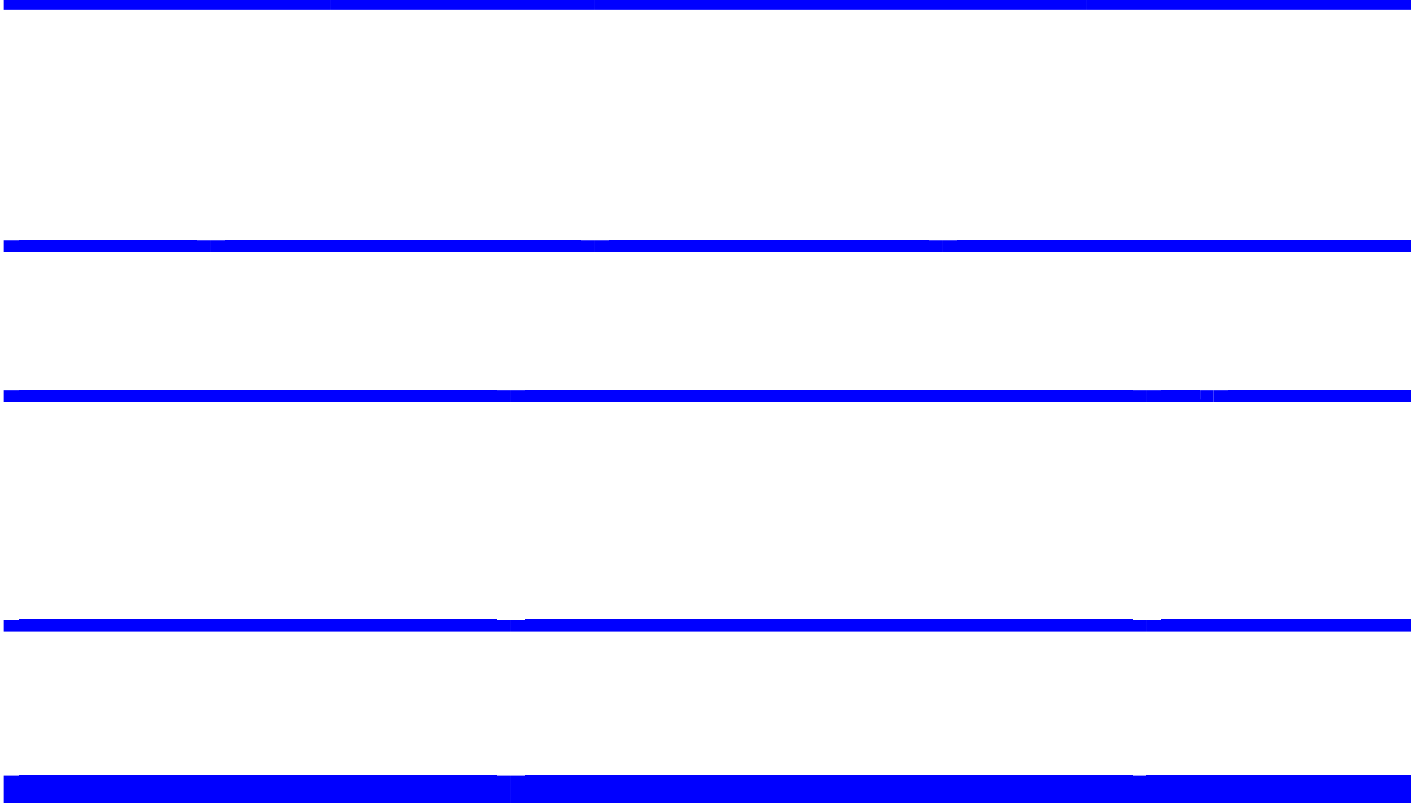


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SCHEDULE OF BID PRICES

The Bidder, whose legal signature binding the Bidder to the bid prices indicated on these pages is found on the signature page, hereby bids as follows:

<u>Item No.</u>	<u>Number of Units</u>	<u>Description of Item</u>	<u>Unit Price</u>	<u>Total Amount</u>
1		Site Preparation Services		
a)	245 acres	Discing	\$ _____	\$ _____
b)	245 acres	Spraying	\$ _____	\$ _____
c)	245 acres	Seed procurement	\$ _____	\$ _____
d)	245 acres	Seed spreading	\$ _____	\$ _____
e)	245 acres	Harrowing	\$ _____	\$ _____
		TOTAL:	\$ _____	
			\$ _____	\$ _____
			(Words)	(Figures)
<hr/>				
2		Planting Services		
a)	245 acres	Plant procurement	\$ _____	\$ _____
b)	245 acres	Planting	\$ _____	\$ _____
c)	245 acres	Plant protection supplies	\$ _____	\$ _____
		TOTAL:	\$ _____	
			\$ _____	\$ _____
			(Words)	(Figures)
<hr/>				
3		Maintenance Services		
a)	245 acres	Mowing 2005	\$ _____	\$ _____
b)	245 acres	Site Prep Spraying 2004	\$ _____	\$ _____
c)	490 acres	Maintenance Spot Spraying 2005	\$ _____	\$ _____
d)	490 acres	Maintenance Spot Spraying 2006	\$ _____	\$ _____
		TOTAL:	\$ _____	
			\$ _____	\$ _____
			(Words)	(Figures)

Schedule of Bid Prices continued on next page.

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Schedule of Bid Prices continued:

4	Yearly Monitoring			
a)	1 report	Yearly Monitoring 2004	\$ _____	\$ _____
b)	1 report	Yearly Monitoring 2005	\$ _____	\$ _____
c)	1 report	Yearly Monitoring 20046	\$ _____	\$ _____
TOTAL:			\$ _____	
			\$ _____	\$ _____
			(Words)	(Figures)
TOTAL BID AMOUNT \$ _____				
			\$ _____	\$ _____
			(Words)	(Figures)

OPTIONAL

_____ This pricing shall be extended to other governmental jurisdictions within Metro boundaries.

_____ This pricing is exclusively for Metro use and will not necessarily be extended to other governmental jurisdictions within Metro boundaries.

NOTE: If any of the items listed on the Bid Schedule contain recycled product (see attached), the bidder shall specify the amounts of such product in an attachment to the Bid Form. If no attachment is included, the amount of recycled product in the items listed will be considered to be zero for the purpose of this bid. Metro reserves the right to reject any or all bids.

BIDDER SIGNATURE Print Name of Bidder: _____

Signature: _____

Print Name and Title: _____

ATTACHMENT A

LOVEJOY RESTORATION

SECTION S
SPECIFICATIONS APPLICABLE TO RESTORATION SERVICES

S.1.0 GENERAL

S.1.1 Description of Work

Contractor shall provide the site preparation services (discing, native seed procurement, proper storage and spreading, harrowing), planting services (woody species procurement, appropriate plant storage, plant protection material procurement, installation labor), maintenance services of seeded and planted areas for the first and second years following planting (materials and labor for spraying and mowing) and yearly monitoring (stocking survey reports for the first and second years) at Metro's Lovejoy Wetland property located near Forest Grove, Oregon.

Project area is former agricultural land. Total project area is 245 acres and is divided into four separate planting areas (riparian forest, scrub/shrub, floodplain woodland and forested wetland). Prior to implementation, Metro will perform site preparation on 35 acres of the site. Contractor is responsible for the site preparation on the remaining 210 acres. **See Exhibit A.**

S.1.2 Time for Completion

The duration of this contract is from the execution of contract through December 31, 2006.

S.1.2 Location of Work

The project area is located near Forest Grove, Oregon and south of the Tualatin River in Section 18, Township 1 South, Range 3 West, Washington County, Oregon. Road access to southern edge of project area is on SW Fern Hill Road. **See Exhibit A.**

S.1.3 Boundaries of Project Areas

Roads, natural vegetation boundaries, fences, landscape features and/or blue flagging will define the project areas.

S.1.4 Access

Access to project area is by all-weather roads. Depending on weather conditions, portions of the project site may not be accessible by off-road vehicles requiring contractor to walk in to perform work.

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S.2.0 SPECIFICATIONS APPLICABLE TO ITEMS

S.2.1 Item Description

Item 1:

a) Site Preparation Services

Site preparation shall consist of discing, native seed procurement, seed spreading and harrowing on 245 acres. See **Exhibit B (seed list)**.

Item 2:

a) Planting Services

Planting services shall consist of procuring woody plants and shrubs, plant material storage at an appropriate facility, plant protection procurement and installation of woody plants and shrubs and protection. Planting services shall take place on 245 acres. See **Exhibit C (plant list)**.

Item 3:

a) Maintenance of Planted Areas Year 1

b) Maintenance of Planted Areas Year 2

Maintenance of planted areas shall consist of herbicide procurement and application and mowing. Maintenance shall be for the first and second years following planting. Maintenance shall begin during the growing season following planting (2005) and shall continue through the contract period (December 2006).

Item 4:

a) Yearly Monitoring Year 1 (2004)

b) Yearly Monitoring Year 2 (2005)

c) Yearly Monitoring Year 3 (2006)

Yearly monitoring shall consist of a stocking survey report to be submitted to Metro's project manager no later than September 15th in each bid item. Stocking survey report shall consist of a random sample of at least 2% of each of the four ecotypes (riparian forest, scrub/shrub, floodplain woodland and forested woodland). Report will show numbers of woody plants planted and number surviving and assess condition of surviving plants.

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S.3.0 CONTRACTOR FURNISHED ITEMS

S.4.1 Property and Services

The contractor shall furnish all labor, materials, equipment, supervision, transportation, and incidentals to perform all work specified herein.

S.4.2 Crew Requirements

The contractor shall maintain an adequate work force at all times to ensure timely completion of the work according to the work schedule. The Contractor shall be responsible for the direct supervision of all personnel. The Contractor or the Contractor's representative shall be available to report to and confer with the project manager or his/her representative in English.

A non-laboring contractor's representative shall supervise the crew while work is in progress. Each contractor's representative shall supervise no more than 12 workers.

The Contractor is responsible to guarantee that all work performed complies with the specifications and the scope of the work outlined in this contract.

State safety regulations require that crewmembers shall not work alone, and that the workers have access to emergency transportation at all times.

The contractor must have a current Oregon Farm/Forest Labor Contractor's license.

S.4.3 Approved Work Plan

The Contractor, on acceptance of the contract, will submit a work plan detailing the project items and timelines for each item completion. The work plan must be approved prior to beginning work.

S. 5.0 GOVERNMENT FURNISHED ITEMS

S.5.1 Property and Services

Metro shall provide access to the site and oversight of the project during implementation.

Exhibit C
Resolution No. 04-3461

SECTION I
INSPECTION/ACCEPTANCE/PAYMENT

I.1.0 INSPECTION

Metro or its representative will perform inspection surveys for compliance with all specifications on all items as a basis for acceptance, payment, and recommendations for adjustments in work quality. Inspected units of work must comply with all applicable specifications to be considered acceptable.

Inspection data will be gathered by Metro or their representative from well-distributed randomly selected plots with a total sample size of at least one percent (1%) of each project area.

Self-inspection: The contractor shall also inspect their planting and work to assure that it meets the specifications and standards of this contract. Contractor shall follow the same inspection procedures as Metro. Contractor shall be able to provide Metro with copies of inspections if requested.

I.2.0 ACCEPTANCE

I.2.1 Satisfactory Work Quality. For all items on each project area, Metro, or its representative will assess a work quality percentage based on satisfactory quality. Inspection results 90% or greater, payment will be made at 100% of the subitem/unit price. No payment will be made in excess of 100%.

I.2.2 Unsatisfactory Work Quality. If work quality is below 90%, payment will be made for the actual quality earned. If work quality is below 80%, Contractor may be required to rework and actual damages incurred by Metro as a result of the rework may be assessed. Repeated failure to maintain a work quality of 80% level or above may be grounds for termination or default. Actual damage will be assessed on those acres not satisfactorily completed.

I.3.0 PAYMENT

I.3.1 Payment will be made for each item as inspected and accepted.

The Contractor shall submit billing statements that include an itemized statement of work and incurred expenses during the billing period. Billing statements shall reflect Items as per bid sheet. These billing statements will not be submitted more frequently than once a month. Contractor shall provide receipts for materials purchased (seed, plants, protection,herbicide) if Metro requests receipts for materials purchased.

The billing statement shall be sent to: METRO PARKS AND GREENSPACES
600 NE GRAND AVENUE
PORTLAND, OREGON 97232
ATTN: RACHEL FOX.

Payment will be made within 30 days of receipt of invoice.

.4.0 MEASUREMENT OF UNITS

Exhibit C
Resolution No. 04-3461

Metro or its representative will accurately determine the number of acres for each item if payment is based on per acre.

1.5.0 RE-INSPECTION

For any unit with unsatisfactory work quality after rework, the contractor shall be liable to Metro for costs of conducting the unsatisfactory reinspection and all subsequent reinspections.

SECTION R
SPECIAL CONTRACT REQUIREMENTS

R.1.0 WORK HOURS

Work hours under this contract shall be limited to the time between one-half hour before sunrise to one-half hour after sunset each day. No work shall be done on Saturday or Sunday or legal holidays unless mutually agreed to by Metro, their representative and the Contractor.

R.2.0 PROSECUTION OF THE WORK

R.2.1 The Contractor is expected to perform their work at a rate which will accomplish the work in a timely manner.

R.2.2 If work is seriously or chronically deficient, the Contractor's right to proceed may be suspended until the performance problems can be resolved and work may resume. The contract time will continue to run during any such period of suspension.

R.2.3 Metro, or their representative may, in writing, require the Contractor to remove from the work site any employee found to be working in an unsafe manner.

R.3.0 CONTRACT TIME

The Contractor shall begin work within 4 calendar days following the receipt of the Notice to Proceed. The Contractor shall continue performance of the work under the contract without delay or interruption except by causes beyond their control as defined by contract clauses, or by the receipt of a "Suspend Work Order" issued by Metro, or their representative. The Contractor will complete all work required within the time specified in the Term of Contract.

R.4.0 OPTIONS FOR INCREASED QUANTITIES

Metro may increase the quantities called for in the Schedule of Items at the unit price(s) specified. Metro may exercise the option by written notice to the contractor within the performance period specified in the Term of Contract. Performance of the added item(s) shall continue at the same performance rate as the like item(s) called for under the contract and the contract performance period will be extended accordingly.

Exhibit C.

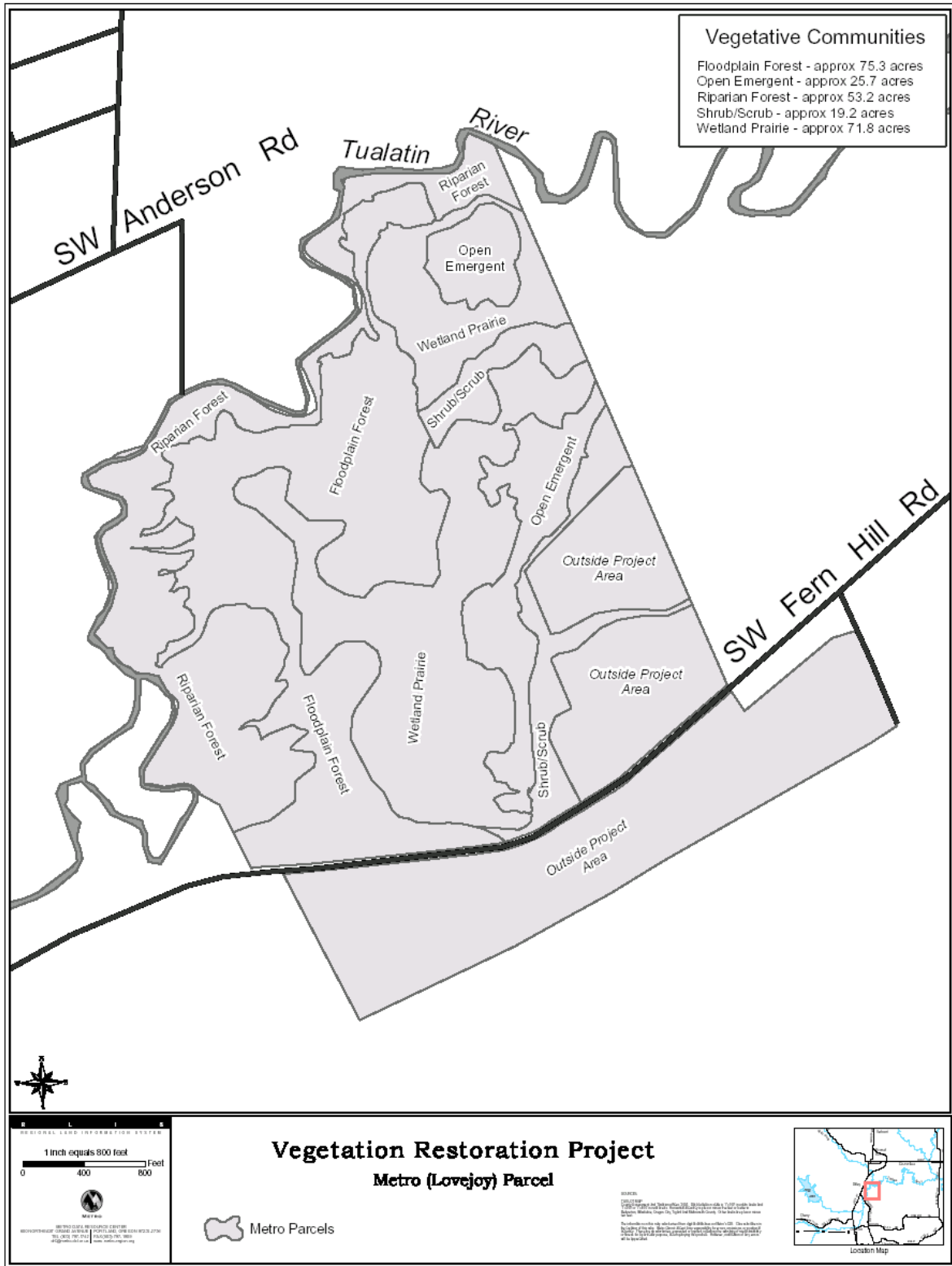


EXHIBIT A

Metro Lovejoy Restoration Project

Proposed Seed list

11-May-04

EXHIBIT B

Seed to be applied oct-dec 2004 by air seeder and spin spreader. Field harrowed and rolled.

Emergent Wetland

Species	Common name	22 lbs./ac
Agrostis exarata	spike bentgrass	10.0%
Alisma plantago-aquatica	water plantain	30.0%
Beckmannia syzygachne	American sloughgrass	36.0%
Carex obnupta	slough sedge	1.8%
Carex scoparia	pointed broom sedge	1.9%
Carex stipata	sawbeak sedge	1.0%
Deschampsia caespitosa	tufted hairgrass	8.0%
Grindelia integrifolia	gumweed	2.4%
Juncus acuminatus	tapertip rush	0.4%
Juncus ensifolius	dagger-leaf rush	0.4%
Plagiobothrys figuratus	fragrant popcorn flower	1.2%
Scirpus microcarpus	small-fruit bulrush	0.3%
Scirpus validus	soft-stem bulrush	0.4%
Scirpus microcarpus	small-fruit bulrush	2.4%
Eleocharis palustris	spreading spikerush	3.8%
		100.0%

Wet Prairie and Floodplain Woodland

Species	Common name	22 lbs./ac
Agrostis exarata	spike bentgrass	11.4%
Alisma plantago-aquatica	water plantain	3.6%
Alopecurus geniculatus	water foxtail	5.9%
Aster chilensis	California aster	0.1%
Beckmannia syzygachne	American sloughgrass	24.1%
Boisduvalia densiflora	dense spike primrose	0.7%
Camassia leichtlinii	Leichtlin's camas	0.7%
Camassia quamash	common camas	0.7%
Carex densa	dense sedge	0.5%
Carex scoparia	pointed broom sedge	3.9%
Carex stipata	sawbeak sedge	0.1%
Carex unilateralis	one-sided sedge	3.7%
Danthonia californica	California oatgrass	3.9%
Deschampsia caespitosa	tufted hairgrass	22.1%
Deschampsia elongata	slender hairgrass	4.9%
Downingia elegans	downingia	0.03%

Exhibit C
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Eryngium petiolatum	coyote thistle	0.0%
Grindelia integrifolia	gumweed	1.6%
Hordeum brachyantherum	meadow barley	7.8%
Juncus acuminatus	tapertip rush	0.1%
Juncus ensifolius	dagger-leaf rush	0.1%
Lupinus polyphyllus	many-leaved lupine	0.7%
Plagiobothrys figuratus	fragrant popcorn flower	2.1%
Potentilla gracilis	slender cinquefoil	1.2%
Solidago canadensis	Canada goldenrod	0.1%
		100.0%

Scrub/Forest

Species	Common name	Application 10 lbs./ac
Agrostis exarata	spike bentgrass	5.0%
Bromus sitchensis	Sitka brome	15.9%
Deschampsia caespitosa	tufted hairgrass	20.0%
Deschampsia elongata	slender hairgrass	15.0%
Elymus glaucus	blue wildrye	31.8%
Hordeum brachyantherum	meadow barley	6.3%
Potentilla gracilis	slender cinquefoil	1.0%
Prunella Vulgaris	Heal-all	3.0%
Solidago canadensis	Canada goldenrod	2.0%
		100.0%

Exhibit C
Resolution No. 04-3461

Metro Lovejoy Restoration Project

Proposed Woody Plant list

11-May-04

EXHIBIT C

Riparian Forest		Stock	Plants/
Species		Type	Acre
Abies grandis	Grand Fir	1-1 bare-root	100
Acer circinatum	Vine Maple	1-0 bare-root	50
Alnus rubra	Red Alder	1-0 bare-root	50
Amelanchier alnifolia	Western Serviceberry	1-0 bare-root	20
Cornus stolonifera	Red-osier Dogwood	Cutting	100
Fraxinus latifolia	Oregon Ash	1-0 bare-root	100
Holodiscus discolor	Oceanspray	1-0 bare-root	20
Mahonia aquifolium	Tall Oregon Grape	1-0 bare-root	100
Mahonia nervosa	Long-leaf Oregon Grape	1-0 bare-root	40
Oemleria cerasiformis	Indian Plum	1-0 bare-root	50
Philadelphus lewisii	Mock Orange	1-0 bare-root	20
Physocarpus capitatus	Pacific Ninebark	1-0 bare-root	100
Pinus ponderosa	Ponderosa Pine	2-0 bare-root	20
Populus tremuloides	Quaking aspen	Cutting	30
Pseudotsuga menziesii	Douglas-fir	1-1 bare-root	50
Pyrus diversiloba	Western Crabapple	plug-1 bare-root	20
Quercus garryana	Oregon White Oak	1-0 bare-root	20
Rhamnus purshiana	Cascara	1-0 bare-root	20
Ribes sanguineum	Red-flowering Currant	1-0 bare-root	20
Sambucus cerulea	Blue Elderberry	1-0 bare-root	20
Sambucus racemosa	Red Elderberry	1-0 bare-root	50
Thuja plicata	Western Redcedar	P-1 bare-root	200
TOTAL PLANTS PER ACRE			1200

Scrub/Shrub		Stock	Plants/
Species		Type	Acre
Amelanchier alnifolia	Western Serviceberry	1-0 bare-root	10
Cornus stolonifera	Red-osier Dogwood	Cutting	300
Mahonia aquifolium	Tall Oregon Grape	1-0 bare-root	50
Oemleria cerasiformis	Indian Plum	1-0 bare-root	50
Physocarpus capitatus	Pacific Ninebark	1-0 bare-root	350
Pyrus diversiloba	Western Crabapple	plug-1 bare-root	100
Rhamnus purshiana	Cascara	plug-1 bare-root	40
Rosa pisocarpa	Swamp Rose	1-0 bare-root	350
Salix Piperi	Piper's willow	24" cutting	100
Salix sitchensis	Sitka willow	24" cutting	100
Spiraea douglasii	Douglas Spiraea	1-0 bare-root	350

Exhibit C
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TOTAL PLANTS PER ACRE	1800
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Floodplain Woodland

Species		Stock Type	Plants/ Acre
Pinus ponderosa	Ponderosa Pine	2-0 bare-root	40
Quercus garryana	Oregon White Oak	1-0 bare-root	60
TOTAL PLANTS PER ACRE			100

STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 04-3461 FOR THE PURPOSE OF ENTERING INTO AGREEMENTS WITH U.S. DEPARTMENT OF AGRICULTURE AND DUCKS UNLIMITED FOR THE RESTORATION OF METRO OPEN SPACE PROPERTY AND AUTHORIZING THE CHIEF OPERATING OFFICER TO RELEASE THE REQUEST FOR BIDS AND EXECUTING THE CONTRACT

Date: May 13, 2004

Prepared by: Jim Morgan

BACKGROUND

Land in lower Gales Creek near Forest Grove was identified for acquisition and protection as open space in the development of the Open Spaces Bond Measure. With funds made available with the passage of the measure in May of 1995, a refinement plan was developed for the Gales Creek Target Area outlining the area in which land could be purchased. To date, 861 acres have been acquired within the target area.

Approximately 345 acres near the Gales Creek and Tualatin River confluence was acquired from Lovejoy Center, Inc. (the "Lovejoy Property"). Much of the Lovejoy Property lies within the floodplain (245 acres) and has been historically used for agricultural purposes. Most of the floodplain portion is actively farmed for row and cover crops. The floodplain has been underlain with drainage tiles, drained by ditches, and river floods have been constrained by maintenance of levees. As a result, much of the floodplain property is former wetland that has been converted or is considered farmed wetland.

As with other Open Space Program properties where agriculture use was occurring at the time of purchase, the Lovejoy Property remained in agricultural use because: (1) it was the most cost efficient means to protect the purchase investment (i.e. control weeds, provide security), (2) continuing the agricultural lease was a requirement in the purchase and sale agreement, and (3) insufficient funds or resources were available for restoration. Of the Open Space properties being farmed, higher priority for discontinuing the disturbance for agricultural uses and restoring the property was placed on those areas within the floodplain. These lands are considered marginal farmland due to prolonged wetness in the planting season, the limited type of crops that may be grown, and the land modifications that must be maintained to continue agricultural utilization.

The floodplain portion of the Lovejoy Property lies within a larger context of continuous Tualatin River floodplain that is planned for or is currently in restoration of former natural floodplain functions. The Lovejoy property is in the center of this proposed wildlife refuge.

The Natural Resources Conservation Service ("NRCS") of the U.S. Department of Agriculture and Ducks Unlimited ("DU"), a national not-for-profit conservation organization, have stepped forward in a partnership with Metro to restore the floodplain portion of the Lovejoy Property to its historical functions and vegetation communities, to the extent possible. Based on a plan developed by Metro Parks and Greenspaces staff and DU, restoration will include two major components: land modification and re-vegetation. DU has considerable expertise in land modifications for the purpose of restoring hydrology to wetland systems. DU has received \$150,000 from Oregon Watershed Enhancement Board to spend restoring the Lovejoy Property's hydrology. With DU's additional cash and in-kind contribution of \$30,000, DU will be able to complete design, obtain permits, and implement the land modifications needed to restore the site's hydrology to the extent possible. NRCS is granting Metro \$220,000 for re-

vegetation of the site. Coupled with Metro's contribution of \$57,830, the re-vegetation component of the plan can be implemented following DU's restoration of the hydrology.

Because the funding became available late in the fiscal year, this project was not identified in the FY03-04 budget adopted by Metro. The project is identified in the FY04-05 proposed budget being considered for adoption by Metro Council. In order to secure the available grant funds and apply them to the project, cooperative agreements must be signed with NRCS and DU. The NRCS agreement provides funds for re-vegetation and obligates Metro to preclude farming the property for 10 years. The DU agreement allows DU to implement the land modification according to the plan and obligates Metro to protect the land modifications for 10 years. Neither agreement restricts Metro from using the property for the Open Space uses envisioned for the area, such as public access, wildlife viewing, and environmental education uses.

Metro's \$57,830 contribution to the project necessitates the approval of the Metro Council under Metro Code Section 2.04.026(a)(1)(B). The resolution authorizes the Chief Operating Officer to release a Request for Bids seeking a qualified contractor to implement the re-vegetation plan, select the successful bidder, and execute the contract.

ANALYSIS/INFORMATION

1. **Known Opposition:** No known opposition.
2. **Legal Antecedents:** Resolution No. 96-2343 "For the Purpose of Approving a Refinement Plan for Gales Creek Target Area as Outlined in the Open Space Implementation Work Plan." Metro Code Section 2.04.026(a)(1)(B).
3. **Anticipated Effects:** With assistance from NRCS, DU, and OWEB, Metro can restore the Lovejoy Property earlier than anticipated, making the site available to more wildlife and people for the purposes for which the land was purchased.
4. **Budget Impacts:** Funds are allocated both in FY03-04 and the proposed FY04-05 budget for this project. This restoration opportunity leverages limited available funds, resulting in Metro paying 13% of the total project cost, mostly in matching salary costs.

RECOMMENDED ACTION

Chief Operation Officer Michael J. Jordan, with the concurrence of David Bragdon, Council President, recommends adoption of Resolution No. 04-3461.