

BEFORE THE METRO CONTRACT REVIEW BOARD

FOR THE PURPOSE OF AUTHORIZING THE)	RESOLUTION NO. 05-3534
CHIEF OPERATING OFFICER TO ENTER)	
INTO A CONTRACT WITH THE)	Introduced by Michael J. Jordan, Chief
CLACKAMAS RIVER BASIN COUNCIL TO)	Operating Officer with the concurrence of
CONTROL JAPANESE KNOTWEED IN THE)	David Bragdon, Presiding Officer
CLACKAMAS RIVER BASIN)	

WHEREAS, one of Metro’s primary management objectives for the more than 12,000 acres of regional parks, open spaces, natural areas, and recreational facilities it owns and manages is to provide protection of fish, wildlife, and native plant species; and

WHEREAS, Japanese knotweed is an Oregon Department of Agriculture Class B noxious weed that infests the Clackamas River Basin and Metro-owned property in the Clackamas River Basin, and its control is encouraged by the Oregon Department of Agriculture; and

WHEREAS, the Clackamas River Basin Council (“CRBC”) has dedicated considerable expertise and staff time to help Metro develop proposals to control Japanese knotweed in the Clackamas River Basin, and was a co-applicant with Metro for the Oregon Watershed Enhancement Board (“OWEB”) Japanese Knotweed control grant (“Knotweed Grant”) awarded to Metro on March 17, 2004; and

WHEREAS, Metro now wishes to contract for the Japanese Knotweed control services funded by the Knotweed Grant in accord with OWEB’s preference that Metro subcontract said services to co-applicant CRBC; and

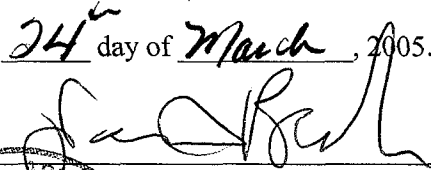
WHEREAS, the CRBC is qualified to perform Japanese Knotweed control services as demonstrated by its successful participation in ongoing Japanese Knotweed control effects; and

WHEREAS, Metro Code Section 2.04.053(c) provides that a proposed contract not otherwise meeting the criteria of an approved class of special procurement under Metro Code Section 2.04.053(a) may be procured by special procurement, subject to the requirements of ORS 279B.085; and

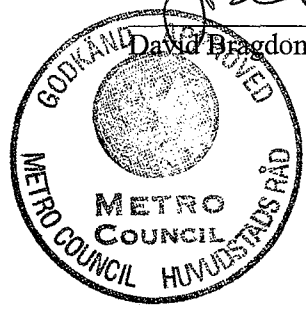
WHEREAS, ORS 279B.085 provides that the Metro Contract Review Board may approve a “contract-specific special procurement” for the purpose of entering into a single contract for a single project when said special procurement will: 1) be unlikely to encourage favoritism in the awarding of public contracts or to substantially diminish competition for public contracts; and 2) result in substantial cost savings to the contracting agency or the public; now therefore

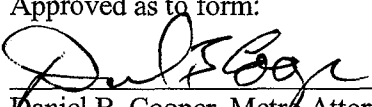
BE IT RESOLVED that the Metro Contract Review Board adopts the findings set forth in the attached Staff Report and authorizes the Chief Operating Officer to award the contract set forth in Attachment 1 for the control of Japanese Knotweed in the Clackamas River to the Clackamas River Basin Council.

ADOPTED by the Metro Contract Review Board this 24th day of March, 2005.



 David Bragdon, Presiding Officer



Approved as to form:


 Daniel B. Cooper, Metro Attorney



METRO
 600 NE Grand Ave.
 Portland, OR 97232-2736
 (503) 797-1700

Resolution No. 05-
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 Attachment 1

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 NE Grand Avenue, Portland, Oregon 97232-2736, and the Clackamas River Basin Council, whose address is P.O. Box 1869, Clackamas, OR 97015, 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 March 24, 2005 through and including May 31, 2006.

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 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



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be liable for indirect, consequential damages or any other damages. Termination by METRO will not waive any claim or remedies it may have against CONTRACTOR.



Standard Public Contract

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. The policy must be endorsed with contractual liability coverage. **Metro, its elected officials, departments, employees and agents shall be named as an ADDITIONAL INSURED.**

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 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 279A & B, 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. 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 279C.800 to 279C.870, 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 27C.515. 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 279C.580. 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 ORS 316.167.



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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 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

Unless otherwise provided herein, all documents, instruments and media of any nature produced by Contractor pursuant to this agreement are Work Products and are the property of Metro, including but not limited to: drawings, specifications, reports, scientific or theoretical modeling, electronic media, computer software created or altered specifically for the purpose of completing the Scope of Work, works of art and photographs. Unless otherwise provided herein, upon Metro request, Contractor shall promptly provide Metro with an electronic version of all Work Products that have been produced or recorded in electronic media. Metro and Contractor agree that all work Products are works made for hire and Contractor hereby conveys, transfers, and grants to Metro all rights of reproduction and the copyright to all such Work Products.

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.



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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 procurement documents including, but not limited to, the Advertisement for Bids, Proposals or responses, 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.

Clackamas River Basin Council
CONTRACTOR NAME

METRO

By _____

By _____

Date _____

Date _____



METRO

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Attachment A CLACKAMAS RIVER BASIN JAPANESE KNOTWEED CONTROL PROJECT

SCOPE OF WORK/SPECIFICATIONS APPLICABLE TO RESTORATION SERVICES

GENERAL

Description of Work

Contractor shall provide leadership and management of ground-based mapping and control of Japanese knotweed in the Clackamas River Basin. Work shall focus on the following goals, in order of priority:

1. Continuation of ongoing annual knotweed control on the Clackamas River mainstem and tributaries between the River Mill Dam and the Deep Creek confluence. Refinement of the 2005 seasonal work plan shall proceed with coordination with Metro as the 2005 field season progresses, but shall follow the strategy and best management practices established during the 2003 and 2004 field season and outlined in the 2003 season project report (2003 season project report attached).
2. Continuation of ongoing annual monitoring of selected Japanese knotweed patches via photo points (limited to previously established photo points) and stem counts (collected and reported using previously defined river reaches).
3. Development and delivery to Metro of a Project Report (electronic copy and two printed copies) summarizing the 2004 season. Report is deliverable anytime between 3/15/05 – 5/15/05).
4. Initiation of mapping and control of knotweed in the Deep Creek sub-basin.
5. Pursuance of Japanese knotweed control below the Deep Creek confluence.
6. Continue to conduct research to evaluate dose efficacy and refine best management practices.
7. Development and delivery to Metro of a Project Report (electronic copy and two printed copies) summarizing the 2005 season. Report is deliverable anytime between 11/15/05 – 5/15/06).

Contract Period



Standard Public Contract

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

Permits

The contractor shall obtain all necessary permits to conduct the work defined in the project scope (e.g., state herbicide applicator licenses).

Contract Amount

The contractor agrees to conduct the work detailed in the "Description of Work" section and provide the materials detailed in the "Deliverables" section for an amount not to exceed \$75,000.00.

DELIVERABLES

The contractor shall deliver the following before receiving payment of the final 10% of the contract amount (\$ 7,500):

1. Project Report for the 2004 Season
2. Project Report for the 2005 Season

PAYMENT

The Contractor shall submit billing statements that include an itemized statement of work and incurred expenses during the billing period. These billing statements will not be submitted more frequently than once a month.

Contractor shall provide an itemized description of project costs on each invoice selecting from the following budget categories:

- Personnel
- Contracted Services
- Travel
- Supplies/materials
- Production Costs
- Equipment



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- Administration

Contractor agrees to maintain receipts and records for all equipment charged to the contract, and provide copies of these receipts upon request.

Metro agrees to pay costs up to 90% of the total contract amount (\$67,500) as costs are incurred. However, the final 10% (\$7,500) shall be withheld until all deliverables have been provided to Metro.

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.

Controlling Japanese Knotweed in the Clackamas River Basin



A 2004 Progress Report

Submitted by Metro Regional Parks and Greenspaces

Principle Investigators:

Curt Zonick, Greg Ciannella, Andrea Thury, Andrew Zachary

Controlling Japanese Knotweed in the Clackamas River Basin

- A Progress Report of work conducted by Metro Regional Parks and Greenspaces during The Second Field Season (2003).

Overview and Project Summary

Metro owns approximately 1,000 acres of open space in the Clackamas River Watershed and observed expanding infestations of the Class B Noxious Weed Japanese knotweed (*Polygonum cuspidatum*) on several of its Clackamas properties during the late 1990s. In response, Metro initiated a program to eradicate Japanese knotweed from its property in 2000. Due to the means by which Japanese knotweed spreads (primarily vegetative propagules) the upper Clackamas River Watershed in 2001. During the summer of 2001, biologists from Metro and the Nature Conservancy conducted a preliminary survey of a 12-mile stretch of the Clackamas River between the River Mill Dam near Estacada and the mouth of Clear Creek near Carver. The 2001 inventory documented a substantial, but treatable infestation of Japanese knotweed, estimated at 600 – 1,100 individual plants.

Metro requested and was awarded support from the Oregon Watershed Enhancement Board (OWEB) in 2002 for a part-time 4-person team of Americorps members to begin the work of accurately mapping, assessing, and treating knotweed in the 12-mile reach surveyed in 2001. (The 2002 crew was split between Metro and The Nature Conservancy working in the Clackamas and Sandy River Watershed, respectively.) The results from the 2002 season were summarized in a report to OWEB in May 2003.

Metro and OWEB have continued to partner on this effort, which is currently in the third year of a planned 4-year project. During year 4 (2005), the Clackamas River Basin Council will assume leadership of the project.

This report summarizes the second year of the project, which was conducted during the growing season of 2003. In 2003, Metro directed a 5-person crew fully dedicated to knotweed eradication in the Clackamas Watershed.

The 2003 project involved the following primary goals:

1. Continue to refine the occurrence maps for Japanese knotweed in the Clackamas River Basin upstream of Clear Creek.
2. Treat as much Japanese knotweed as is feasible, continuing method of treating upstream patches first and working downstream.
3. Expand inventories and assessments into the headwater reaches above the River Mill Dam.
4. Work with the U.S. Forest Service and other partners to coordinate surveys and treatment in the headwaters of the Clackamas River.
5. Expand inventories and assessments into the tributaries of the Clackamas River downstream of the River Mill Dam. Tributaries were prioritized in the same fashion as were mainstem patches such that tributaries located in the upper portions of the

watershed were given higher priority than were tributaries located in lower portions of the watershed.

6. Identify and coordinate with other partners to conduct surveys and treatment in the priority tributaries of the Clackamas River.
7. Evaluate new methods for treating Japanese knotweed.
8. Work with the public to educate them about the threats of noxious weeds in their watersheds and to promote control of Japanese knotweed and secondary invasive species through directed work parties.

Results from the work conducted are presented largely within the maps and data tables included in the appendices of this report. By any account, the 2003 field season was a successful one. Most objectives were achieved, if not exceeded.

Study Area

Figures 1-5 summarize in map form the watershed features, study area, and Japanese knotweed infestation as it had been characterized by May 2004.

Headwaters

As is portrayed in Figure 2 the upper reaches of the Clackamas River Watershed are largely federally-owned (USFS and BLM). Metro conducted a limited number of surveys in selected areas of the USFS-owned headwater region in 2003. Metro also coordinated with the USFS (primary contact: Carol Horvath) to determine the level of assessment the Service has undertaken, and to share knotweed occurrences mapped and characterized by Metro. The result of these surveys indicates that knotweed is very probably limited to a small number of local infestations centering on the area of Ripplebrook and its associated infrastructure. Because Metro cannot legally treat knotweed occurring in this area, the task of eradicating these plants will fall to the USFS. The USFS has included the infestations in an Environmental Impact Statement and will treat them once it has received legal authorization to do so.

Mainstem

Metro extended the mainstem study area to encompass an area bound on the upstream extent by the federally-owned land in the headwaters (essentially the upstream limit to the area flooded by the North Fork Dam), and bound on the downstream end by the river's confluence with Clear Creek (Carver).

Early assessment in 2003 identified this region to contain approximately 501 knotweed microsites (a microsite is analogous to an individual plants in many cases) comprising an estimated 49,685 stems (Table 1).

Tributaries

Seven subbasins drain into the portion of the Clackamas River as it passes from the headwaters downstream to Clear Creek. In order moving downstream from the headwaters are the Lingelbeck, Eagle, Goose, Deep, Foster, Richardson, and Clear Creek

Subbasins. Metro realized immediately that ensuring effective eradication of knotweed in these reaches of the mainstem required a plan that also ensured long-term effective eradication of the tributaries draining these subbasins and feeding the mainstem.

In 2003 Metro partnered with the Clackamas River Basin Council (CRBC Contact: Michael Carlson) and the Oregon Department of Fish and Wildlife (ODFW Contact: Darlene Siegel) to coordinate surveys for Japanese knotweed in Deep and Clear Creek. Early indications suggested Deep Creek was heavily infested with knotweed, whereas Clear Creek was not. The 2003 surveys confirmed these perspectives. Based upon these findings, Metro decided to initiate landowner contact and treatment in the Clear Creek drainage immediately, but wait to initiate an organized program on Deep Creek until the eradication effort had progressed to that drainage (landowner contact anticipated to occur by the end of the 2004 season with first treatment planned for spring 2005).

Metro and the CRBC partnered on a third request to OWEB to fund a joint Metro (2004 mainstem and upper tributary) and CRBC (2005 Deep creek and lower tributary) effort to move the effective front of knotweed assessment and control downstream to Clear Creek by the end of the 2005 season.

In 2004, Metro began thorough landowner contact and stream survey assessments of the Lingelbeck, Eagle and Goose subbasins. Results will be presented in 2005, but preliminary indications point to limited and localized infestations of knotweed on those tributaries that can be largely eradicated by the end of the 2004 season.

2003 Treatment of Japanese Knotweed and Results

During 2003, Metro treated 257 microsites comprising an estimated 26,703 stems (Table 1). All but a small number of the treated microsites were on the Clackamas River mainstem.

Metro used two forms of treatment to kill knotweed: 1.) stem-injected herbicide and 2.) foliar spray of herbicide. Metro used only the glyphosate-based herbicides Aquamaster™ and Rodeo™ during 2003. Stem-injected herbicide was applied at an undiluted strength in doses ranging from 1.5ml to 5ml per stem of knotweed (dose dependent upon stem diameter and, in some cases, experimental constraints – described further below.) Foliar applications of herbicide were used to treat stems that were too narrow for stem-injection (stems smaller than ~1cm were too fragile for stem injection). Foliar-applications consisted of a 3% - 5% solution of herbicide augmented with 1% surfactant (R-11) and a tracer dye. All treatments were conducted by certified personnel (Metro interns and Americorps volunteers must receive an ODA Commercial Pesticide Applicators License prior to using herbicide.)

In May 2004, Metro conducted follow-up assessments of the plants treated during the 2003 season and determined that the treatments reduced the infestation in reaches 1-16 from 26,703 stems to 9,552 stems - a reduction of 64.2% (Tables 1 – 4). When the

distribution of stem reduction/plant is reviewed the data show the average patch was reduced by just over 54% (Table 5).

From the perspective of reduction of knotweed *microsites*, the same infestation was reduced from 257 live microsites to 151, a reduction of 41.2% (Table 1). Of the persisting 151 microsites, 65 had been reduced by 75% or more by treatment applied during 2003 (Table 1).

Therefore, as a result of 2003 treatment, the infestation in Reaches 1-16 (as it was assessed in the spring of 2004) represented a significantly smaller number plants than the 2003 infestation (106 fewer microsites). Furthermore, the remaining microsites were themselves significantly smaller (mean stem count/microsite down from 101 to 61, median stem count down from 20 to 9).

Stem Injection

A large proportion of the reduction realized from the 2003 treatments can be attributed to a relatively new treatment technique pioneered by the Clark County Weed Management Department (Director Phil Burgess) and further evaluated during the 2003 field season by Metro and the Nature Conservancy in 2003. This technique, called stem-injection, coupled with supplemental foliar spray of non-injectable stems, resulted in the most efficient level of knotweed control.

Metro and TNC employed the stem-injection technique under an Experimental Use Permit issued by the Oregon Department of Agriculture. (An EUP was needed because the existing product label for the herbicide used for control [Aquaster] did not allow legal application of the amount of herbicide/stem needed for effective treatment.) As a provision of the EUP, Metro and TNC conducted a dose-response experiment to evaluate the lowest lethal injectable dose of Aquaster for this form of treatment. The core of the study was conducted at two sites along the Clackamas River and involved a randomized design to evaluate the relative effects of a series of increasing doses of herbicide (0 ml [control], 1.5 ml, 3 ml, 5 ml and 5 ml + foliar spray) injected into knotweed stems. The stem-injection technique, and the dose-response study are described further in a report entitled “The Nature Conservancy and Metro Parks and Greenspaces Stem Injection of Japanese and Giant Knotweed – Final Report 2003”, which is appended to this report.

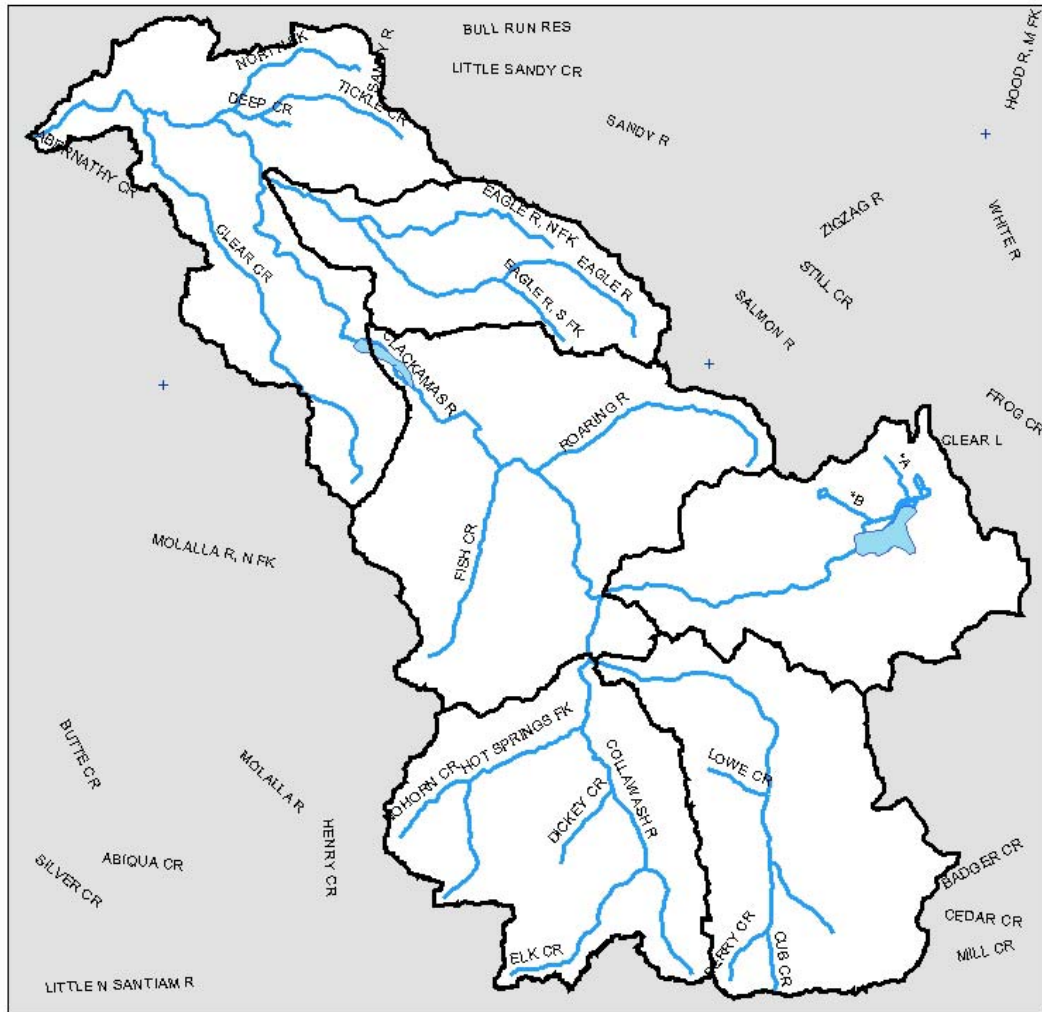
Secondary Weed Control

Metro continued with encourage volunteer participation in controlling noxious weeds along the Clackamas. In 2003, Metro coordinated over 200 volunteers supporting over 1,100 hours of voluntary work. Volunteer-mediated weed control focused on Scotch broom, Himalayan blackberry, English Ivy and other noxious weeds. Most of the work was conducted in the Clackamas Watershed.

APPENDICES

- Figure 1.** Map of the Clackamas Watershed showing major tributaries.
- Figure 2.** Map of land ownership in the Clackamas Watershed.
- Figure 3.** Map of the Clackamas River Project Area.
- Figure 4.** Map of the Clackamas River Project Area showing Japanese Knotweed Microsite Locations and Treatment Progress.
- Figure 5.** Map of the Project Area with a Hill-Shading Overlay, showing Floodplain Boundaries in Relation to Mapped Japanese Knotweed Occurrences.
- Table 1.** Summary Table showing the Effects of Treatment on Japanese Knotweed in the Project Area.
- Table 2.** Full Data Table describing Japanese Knotweed Infestations in the Project Area.
- Table 3.** Data distribution of 2003 Japanese Knotweed Stems in Reaches 1 - 16
- Table 4.** Data distribution of 2004 Japanese Knotweed Stems in Reaches 1 - 16
- Table 5.** Data distribution - Percent Stem Reduction from 2003 Treatment.
- Table 6.** Volunteer Work Parties conducting Noxious Weed Control on the Clackamas River in 2003.
- Photopoint Series** Photographic Time-series are included for selected Japanese Knotweed Microsites (14-01, 14-02, 14-08, 14-16, 14-17, 14-38, 14-40, 15-21, 15-23, 19-02, 19-04, 19-06, 19-12, 19-13, 19-18, 19-43, 19-48).
- Brochure** Metro Contributed Expertise and Funds to Support the Production of a Revised Japanese Knotweed Brochure in 2003.
- Report** The Nature Conservancy and Metro Parks and Greenspaces Stem Injection of Japanese and Giant Knotweed Final Report 2003

Sub-watersheds



Legend

- Waterbodies
- Rivers/Streams



Figure 1. Map of the Clackamas River Watershed showing major subbasins.

General Ownership

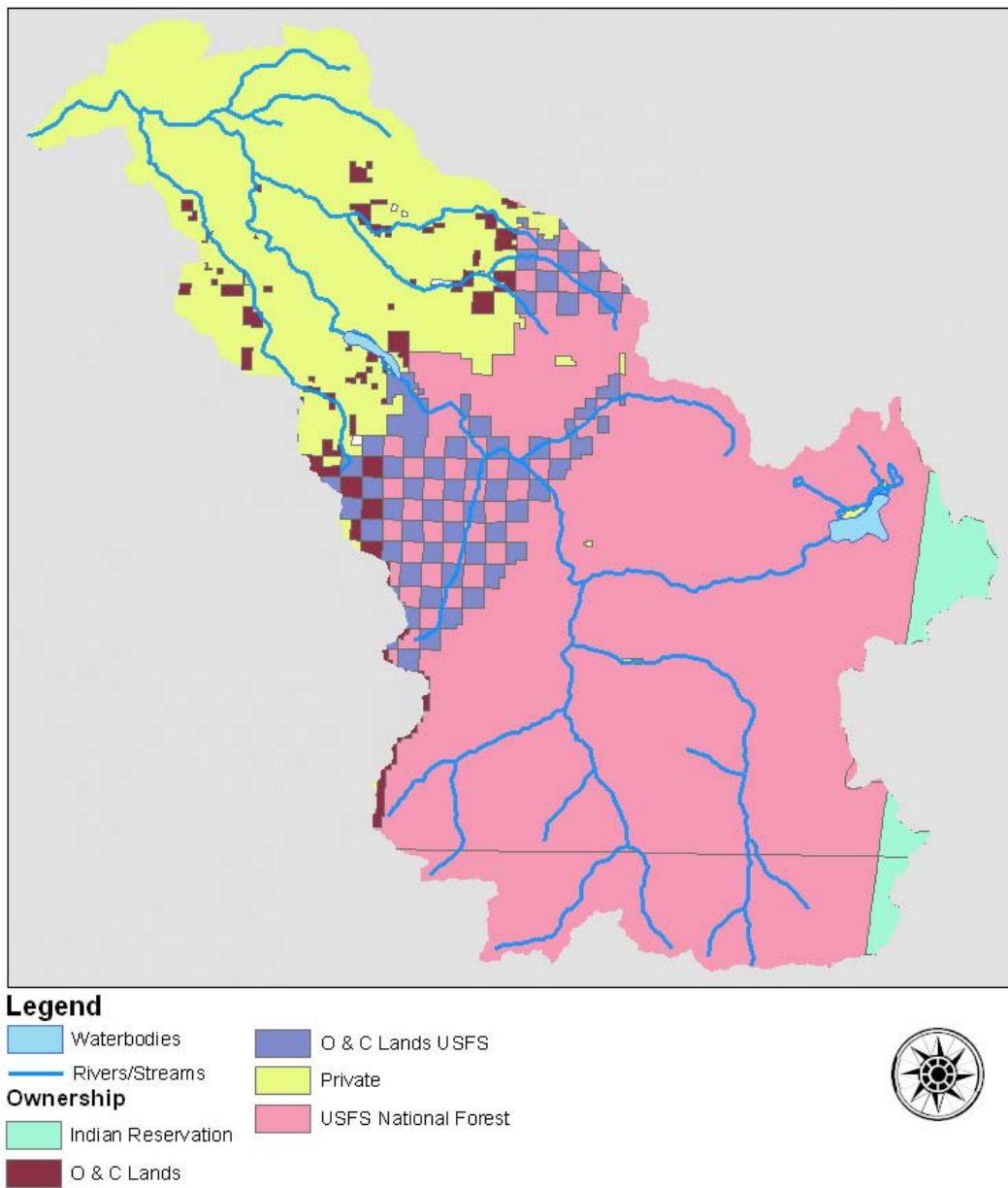
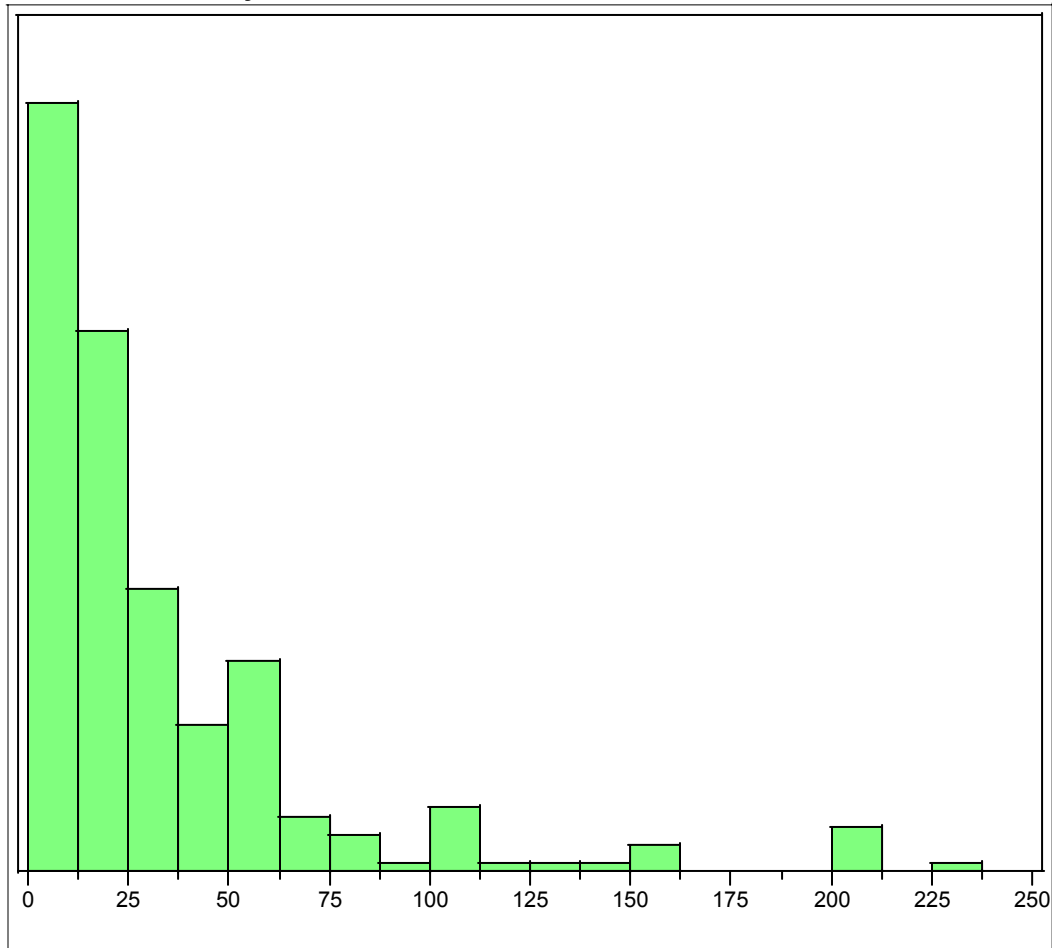


Figure 2. Map of the Clackamas River Watershed showing Land Ownership.

Table 3. Distribution of 2003 Stem counts by Microsite.

Distributions
2003 Stem Count by Microsite



Quantiles

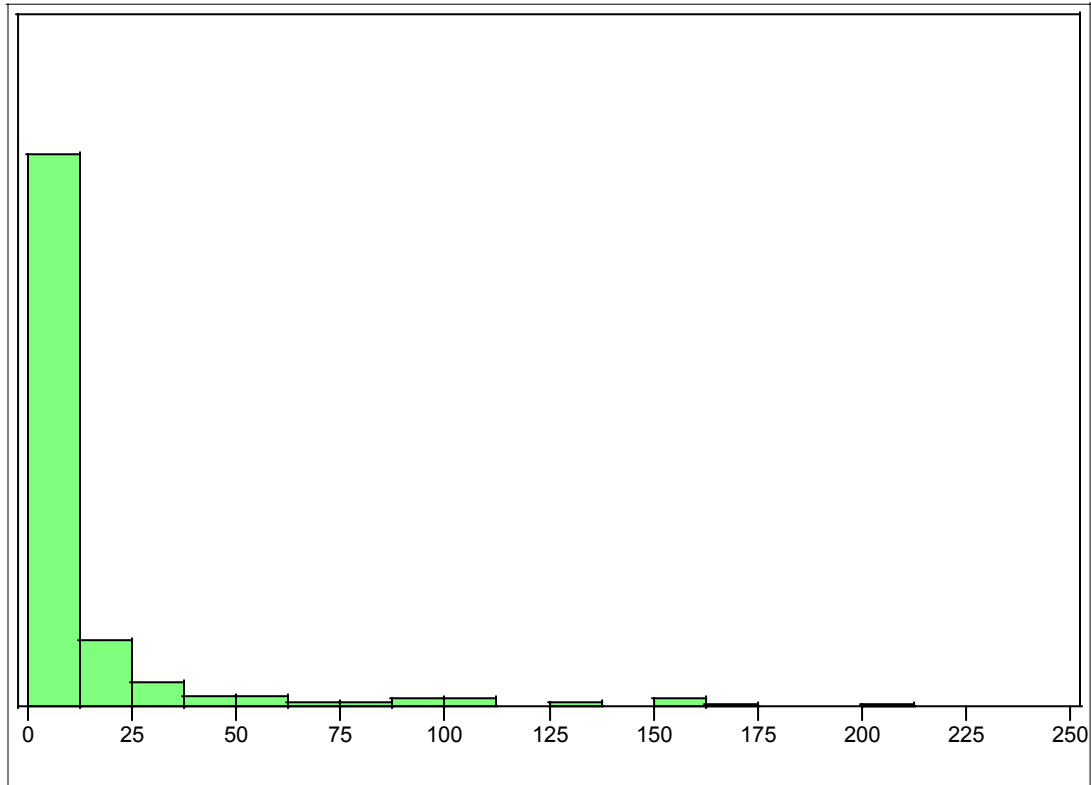
100.0%	maximum	5000.0
99.5%		4535.0
97.5%		586.2
90.0%		158.0
75.0%	quartile	50.0
50.0%	median	20.0
25.0%	quartile	10.0
10.0%		4.2
2.5%		1.6
0.5%		0.0
0.0%	minimum	0.0

Moments

Mean	101.77778
Std Dev	421.92508
Std Err Mean	26.116507
upper 95% Mean	153.20457
lower 95% Mean	50.350981
N	261

Table 4. Distribution of 2004 Stem counts by Microsite.

Distributions
2004 Stem Count by Microsite



Quantiles

100.0%	maximum	1222.0
99.5%		1143.9
97.5%		350.0
90.0%		82.4
75.0%	quartile	14.0
50.0%	median	1.0
25.0%	quartile	0.0
10.0%		0.0
2.5%		0.0
0.5%		0.0
0.0%	minimum	0.0

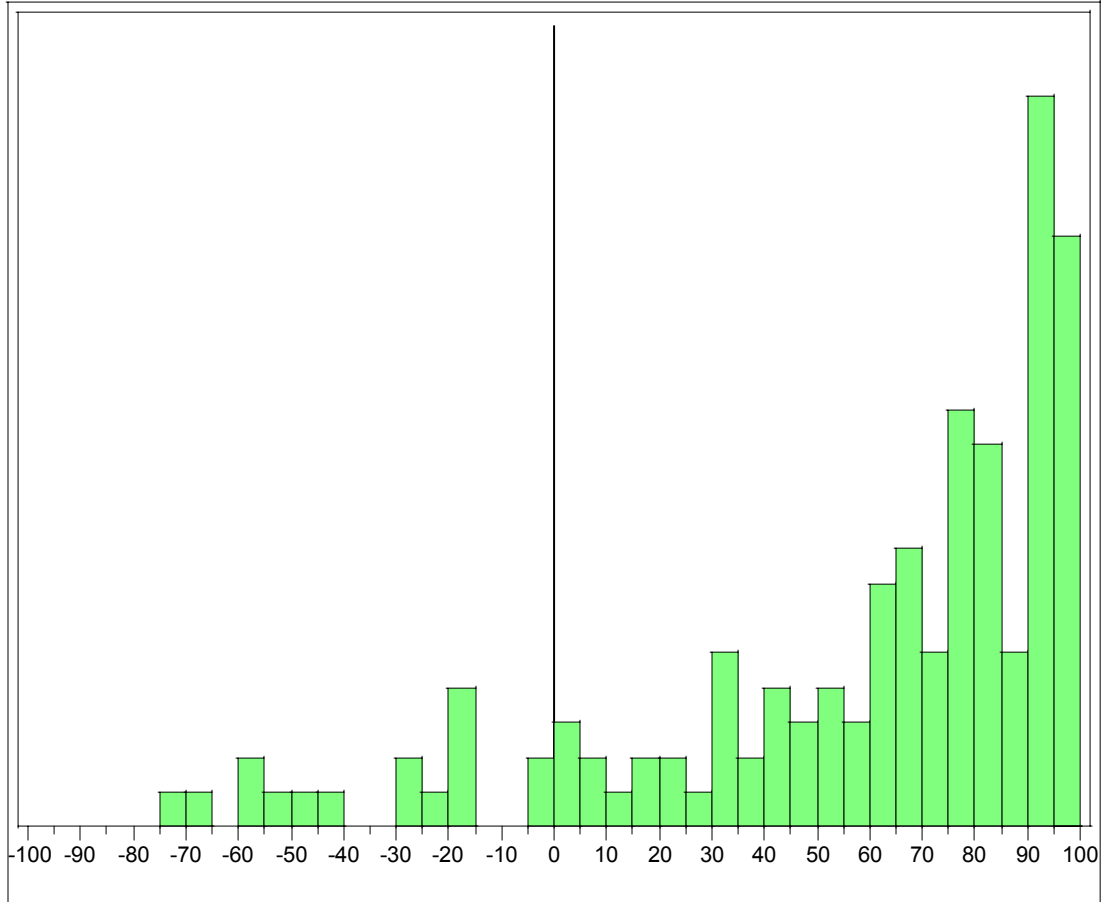
Moments

Mean	35.314176
Std Dev	125.4327
Std Err Mean	7.7640893
upper 95% Mean	50.602677
lower 95% Mean	20.025675
N	261

Table 5. Distribution of % Stem Reduction Resulting from 2003 Treatment by Microsite.

Distributions

Percent Stem Count Reduction resulting from 2003 Treatment by Microsite



Quantiles

100.0%	maximum	100.0
99.5%		100.0
97.5%		100.0
90.0%		100.0
75.0%	quartile	100.0
50.0%	median	93.9
25.0%	quartile	58.0
10.0%		-27.2
2.5%		-269.3
0.5%		-656.0
0.0%	minimum	-733.3

Moments

Mean	53.647315
Std Dev	99.602781
Std Err Mean	6.2130508
upper 95% Mean	65.882514
lower 95% Mean	41.412116
N	257

Table 6. Volunteer Work Parties conducting Noxious Weed Control on the Clackamas River in 2003.

SITE	# OF VOLUNTEERS	HOURS	WORK PERFORMED
Clackamas River Greenway	54	270	River clean up
Hooten Island	16	322.5	Cut Scotch broom and blackberry
Clear Creek	56	255	Removed damaging mouse mesh from trees and old fencing near barn
Barton Park	8	36	Cut Japanese knotweed
Sieben Creek	17	51	Pulled English ivy and cut it away from trees
Tickle Creek	16	30	Removed blackberry
Parsons	10	65	Cut Scotch broom
River Island	38	128	Cut Scotch broom
Totals	215	1157.5	

STAFF REPORT

FOR THE PURPOSE OF AUTHORIZING THE CHIEF OPERATING OFFICER TO ENTER INTO A CONTRACT WITH THE CLACKAMAS RIVER BASIN COUNCIL TO CONTROL JAPANESE KNOTWEED IN THE CLACKAMAS RIVER BASIN

Date: March 14, 2005

Prepared by: David Biedermann and Curt Zonick

BACKGROUND

The Metro Code states, "Specific contracts may be procured by special procurements subject to the requirements of ORS 279B.085." ¹

ORS 279B.085 states that special procurements include those that are contract-specific and..."include a contracting procedure that differs from the procedures (of competitive bids and/or proposals) and is for the purpose of entering into a single contract...for the acquisition of specified...services on a one-time basis or for a single project."

To do make a special procurement, a contracting agency shall submit a written request to the local contract review board (the Metro Council, in this case) that:

- describes the proposed contracting procedure;
- the goods or services or the class of goods or services to be acquired through the special procurement; and
- the circumstances that justify the use of a special procurement under the standards set forth listed below.

The local contract review board may approve a special procurement if the board finds that a written request demonstrates that the use of a special procurement as described in the request, will:

1. Be unlikely to encourage favoritism in the awarding of public contracts or to substantially diminish competition for public contracts; and
2. Result in substantial cost savings to the contracting agency or to the public; or
3. Otherwise substantially promote the public interest in a manner that could not practicably be realized by complying with requirements for competitive bids and/or proposals.

The Metro Regional Parks and Greenspaces Department currently owns and manages more than 12,000 acres of regional parks, open spaces, natural areas and recreational facilities. One of the primary management objectives for these properties is to provide protection of fish, wildlife and native plant species. Noxious invasive species are a major

¹ "Special Procurements" were called "exemptions" prior to the changes enacted to Chapter 279 by the 2003 Oregon State Legislature.

threat to these properties and an obstacle to Metro's management goals. Toward this goal, Metro Regional Parks and Greenspaces seek partnerships to promote the suppression of invasive species.

In 2002 Metro formed a partnership with the Columbia River Basin Council (CRBC) as part of the Metro-led effort to map and control Japanese knotweed (*Polygonum cuspidatum*), a class B noxious weed in Oregon, in the Clackamas River Basin. A major goal of this partnership is the eventual transfer of project leadership from Metro to the CRBC. In 2004, Metro and the CRBC were co-applicants on an Oregon Watershed Enhancement Board (OWEB) grant that is designed to fund the transfer of project leadership and provide fiscal resources for the CRBC to assume project management.

The OWEB grant was awarded with Metro as the fiscal agent with CRBC listed as a subcontractor. Metro is now seeking to fulfill the intent of the grant by contracting with the CRBC to lead the control program of knotweed in the Clackamas River Basin.

Normal procurement procedures require a contract of this nature be submitted for competitive bid or proposal to qualified vendors. At the same time, the relationship between Metro and the non-profit CRBC is clear and has been outlined to the Council in previous Council meetings and through the appropriation of funds for this contract. The grant from the OWEB indicates the understanding that the CRBC is the contractor on this work. However, without approval of the Metro Contract Review Board for the exemption from Metro contracting procedures, the Chief Operating Officer cannot award the contract to the CRBC.

To meet the test outlined above, staff forwards the following points.

Facts: Metro and the Clackamas Basin River Council ("CRBC") were co-applicants for the Oregon Watershed Enhancement Board ("OWEB") Knotweed Control Grant. The Metro/CRBC proposal was evaluated by OWEB among several other proposals and selected for the state grant in a competitive process. Further, CRBC is named by the State of Oregon in the Knotweed Control Grant as the preferred Knotweed Control subcontractor.

Finding: Because the Metro/CRBC proposal was selected in a competitive process, the result of which was to both award the grant and name CRBC as the preferred subcontractor, the proposed contract-specific special procurement of CRBC services by Metro will be unlikely to encourage favoritism in the awarding of public contracts or to substantially diminish competition for public contracts.

Facts: Because of CRBC prior experience in Knotweed control in the Clackamas River and its ability to muster CRBC volunteers to perform a substantial amount of the labor required for Knotweed Control, CRBC will be able to accomplish more Knotweed control for the fixed amount of funds available through the OWEB grant. OWEB selection of CRBC as the preferred subcontractor for the Knotweed Control Grant was a recognition of that fact.

Finding: The proposed contract-specific special procurement of CRBC services by Metro will result in substantial cost savings to Metro and the public.

ANALYSIS/INFORMATION

1. **Known Opposition:** There is no known opposition to this contract.
2. **Legal Antecedents:** Metro Code 2.04, ORS 279A and 279B.
3. **Anticipated Effects:** Award of this contract to the CRBC will move the transfer of the knotweed eradication project to the CRBC as originally envisioned and communicated to the Metro Council.
4. **Budget Impacts:** Appropriation for this contract was established November 18 2004 in Metro Ordinance 04-1062.

RECOMMENDED ACTION

Chief Operating Officer recommends passage of Resolution 05-3534.