

METROPOLITAN EXPOSITION RECREATION COMMISSION

RESOLUTION NO. 15-13

For the purpose of selecting ValleyScapes Environmental Solutions or "ValleyScapes", for the Oregon Convention Center – "Landscape Maintenance Services" and authorizing the Deputy Chief Operating Officer of Metro to execute a contract with ValleyScapes.

WHEREAS, the Oregon Convention Center requires landscape maintenance services for the main facility and two offsite locations, (OCC main campus, OCC plaza across MLK, aka block 26, and MLK Heritage Marker Plaza at confluence of Grand Ave and MLK north of OCC); and

WHEREAS, Section 7(B) of the Metropolitan Exposition Recreation Commission's ("MERC") Contracting and Purchasing Rules, requires competitive sealed bids under ORS Chapter 279C for public improvements such as this project; and

WHEREAS, MERC staff has evaluated the bids and ValleyScapes, is the lowest responsive and responsible bidder with a bid amount of one hundred fifteen thousand, nine hundred seventy & 00/100 (\$115,970.00); and

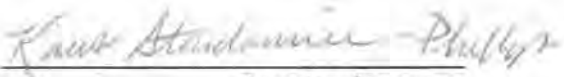
WHEREAS, the agreement allows for renewal options for up to 2 additional years;

BE IT THEREFORE RESOLVED that the Metropolitan Exposition Recreation Commission:

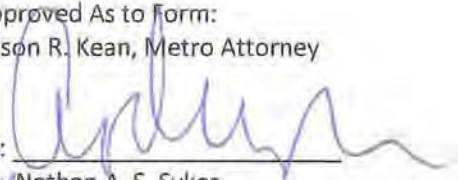
1. Selects ValleyScapes as the lowest responsive and responsible bidder in response to the Request for Bids for the Oregon Convention Center – Landscape Maintenance Services.
2. Approves the contract with ValleyScapes, in the form substantially similar to the attached Exhibit A.
3. Authorizes the Deputy Chief Operating Officer of Metro to execute the contract on behalf of MERC.

Passed by the Commission on July 1, 2015.


Chair


Secretary/Treasurer

Approved As to Form:
Alison R. Kean, Metro Attorney

By: 
Nathan A. S. Sykes
Deputy Metro Attorney

MERC Staff Report

Agenda Item/Issue: For the purpose of approving a contract with ValleyScapes Environmental Solutions for Landscape Maintenance Services at the Oregon Convention Center.

Resolution No: 15-13

Date: July 1, 2015

Presented by: Scott Cruickshank

Background: OCC requires landscape maintenance services for the main facility and two offsite locations (OCC main campus, OCC plaza across MLK, aka block 26, and MLK Heritage Marker Plaza at confluence of Grand Ave and MLK north of OCC), while adhering to specific criteria for Salmon-Safe & LEED certifications. In addition, the landscape service contractor agrees to follow both Metro's and the OCC's Integrated Pest Management Plans while performing the required landscape maintenance services. The contractor will provide all labor, supervision, travel, equipment, tools, materials, supplies, tax and permits.

To provide a greater opportunity for attracting minority owned, women owned, or emerging small business contractors, staff separated the initial RFB into three separate contract opportunities (one for each site location). Additionally, MERC contracting code requires competitive sealed bids under ORS Chapter 279C for public improvements. As such, MERC is required to accept the lowest responsive and responsible bid. Through the venues' commitment to contracting with firms owned by and employing individuals from diverse backgrounds, MERC staff included in the bid documents good faith program requirements for outreach to the State of Oregon Certified Minority-Owned, Women-Owned and Emerging Small Business (MWESB) community and the First Opportunity Target Area (FOTA) community.

The program establishes procedures to maximize utilization of MBEs, WBEs and ESBs for MERC projects. The following steps required to help MERC monitor the usage of these firms, were outlined in the RFB and were included in the evaluation of bids:

1. Identify areas in which Bidder intends to use sub-contractors.
2. Attend the Pre-Bid meeting if held. Meet any MBE/WBE/ESB firms at the Pre-Bid meeting.
3. Contact several (or all) certified MBE/WBE/ESB firms listed (with the State of Oregon) to perform the work needed.
Metro Procurement Services can provide Bidder with a list of firms upon request bidsandproposals@oregonmetro.gov.
4. Negotiate with interested, available and capable MBE/WBE/ESB firms who submit competitive bids.
5. Report to MERC all sub-contractors contacted. Please include their response and price quoted.
6. List all sub-contractors that Bidder intend to use on this project.

Please note a selected MBE/WBE/ESB firm must be used unless MERC authorizes a substitution after contract award.

The following MBE/WBE/ESB Program forms are to be completed and returned as part of your Bid submission. Contact Procurement services at bidsandproposals@oregonmetro.gov if additional information is required.

On March 9, 2015, MERC staff posted the solicitation with three separate contract opportunities in OPRIN, as well as published it in the online version of El Hispanic News and the Daily Journal of Commerce. Staff received no MWESB or FOTA bids on any of the 3 sites.

On May 14, 2015, MERC staff re-posted a solicitation in ORPIN that combined the three areas into one contract opportunity. MERC staff received two bids from qualified landscaping contractors. Neither firm was FOTA or MWESB certified. The lowest responsible and responsive bidder was ValleyScapes Environmental Solutions.

Fiscal Impact: This contract expense is budgeted in the OCC budget on an annual basis.

Recommendation: Staff recommends that the Metropolitan Exposition-Recreation Commission, by Resolution No. 15-13, approve the contract award and written contract (attached hereto) with ValleyScapes Environmental Solutions for Landscape Maintenance Services for the Oregon Convention Center; for a period of one year in the amount of one hundred fifteen thousand, nine hundred seventy & 00/100 (\$115,970.00). This agreement may be renewed or extended for two additional one-year periods at MERC's sole discretion, for a total amount of three hundred seventy-five thousand and 00/110 dollars (\$375,000).

Standard Public Contract

MERC CONTRACT NO. 205098

For Public Contracts \$50,000 & Above

THIS Contract is entered into between Metropolitan Exposition Recreation Commission (MERC), an appointed commission of Metro, whose address is 600 NE Grand Avenue, Portland, Oregon 97232-2736, and **ValleyScapes**, whose address is **PO Box 3461, Gresham, OR 97030**, 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 MERC 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 **July 1, 2015** through and including **June 30, 2018**. This agreement may be renewed or extended for two additional one-year periods at MERC's sole discretion.

ARTICLE III CONTRACT SUM AND TERMS OF PAYMENT

Contractor shall perform the above work for a maximum price not to exceed **Three Hundred Seventy-Five Thousand AND NO/100TH DOLLARS (\$375,000.00)**.

The maximum price includes all fees, costs and expenses of whatever nature. Each of MERC's payments to Contractor shall equal the percentage of the work Contractor accomplished during the billing period. Contractor's billing invoices shall include the MERC contract number, Contractor name, remittance address, invoice date, invoice number, invoice amount, tax amount (if applicable), and an itemized statement of work performed and expenses incurred during the billing period, and will not be submitted more frequently than once a month. Contractor's billing invoices shall be sent to metroaccountspayable@oregonmetro.gov. The MERC contract number and contractor name shall be referenced in the email subject line. MERC requests that contractors submit billing invoices for services within 10 business days of performance. Payment shall be made by MERC on a Net 30 day basis upon approval of Contractor invoice.

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 MERC, its agents and employees, from any and all claims, demands, damages, actions, losses, and expenses 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 MERC.

ARTICLE V TERMINATION

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

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ARTICLE VI INSURANCE & BONDS

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

- A. The most recently approved ISO (Insurance Services Office) Commercial General Liability policy, or its equivalent, written on an occurrence basis, with limits not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. The policy will include coverage for bodily injury, property damage, personal injury, contractual liability, premises and products/completed operations. CONTRACTOR'S coverage will be primary as respects METRO;
- B. Automobile insurance with coverage for bodily injury and property damage and with limits not less than minimum of \$1,000,000 per occurrence;
- C. Workers' Compensation insurance meeting Oregon statutory requirements including Employer's Liability with limits not less than \$500,000 per accident or disease.

METRO, MERC, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDS on Commercial General Liability and Automobile policies.

CONTRACTOR shall provide to MERC 30 days notice of any material change or policy cancellation.

CONTRACTOR shall provide MERC with a Certificate of Insurance complying with this article upon return of the CONTRACTOR signed agreement to MERC. Certificate of Insurance shall identify the MERC contract number.

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.

In addition, for public works subject to ORS 279C.800 to 279C.870, CONTRACTOR and every subcontractor shall have a public works bond required by 2005 Oregon Laws Chapter 360 filed with the Construction Contractors Board before starting work on the project, unless exempt under Section 2 of 2005 Oregon Laws Chapter 360.

ARTICLE VII PUBLIC CONTRACTS

All applicable provisions of ORS chapters 187 and 279A, 279B, and 279C 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. If such public work is subject both to ORS 279C.800 to 279C.870 and to 40 U.S.C. 276a, the CONTRACTOR and every subcontractor on such public work shall pay at least the higher prevailing wage. The CONTRACTOR and each subcontractor shall pay workers not less than the specified minimum hourly rate of wage in accordance with Section 7 of 2005 Oregon Laws Chapter 360. MERC shall pay an administrative fee as provided in ORS 279C.825(1) 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 279C.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 MERC 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 MODIFICATIONS

MERC may approve changes and modifications to the original contract, including deletions of work, order of additional materials, and additional services reasonably related to the original work scope. Contractor may propose changes in the work that Contractor believes are necessary, will result in higher quality work, improve safety, decrease the amount of the contract, or otherwise result in a better or more efficient work product. If such changes are approved by MERC, they shall be executed by written contract amendment signed by both parties. Such changes shall not relieve Contractor of any obligation or warranty under the contract. No oral statements by either party shall modify or affect the terms of the contract.

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 MERC, 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 MERC.

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 MERC, 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 MERC request, CONTRACTOR shall promptly provide MERC with an electronic version of all Work Products that have been produced or recorded in electronic media. MERC and CONTRACTOR agree that all work Products are works made for hire and Contractor hereby conveys, transfers, and grants to MERC all rights of reproduction and the copyright to all such Work Products.

- A. CONTRACTOR and subcontractors shall maintain all fiscal records relating to such contracts in accordance with generally accepted accounting principles. In addition, CONTRACTOR and subcontractors shall maintain any other records necessary to clearly document:
1. The performance of the CONTRACTOR, including but not limited to the contractor's compliance with contract plans and specifications, compliance with fair contracting and employment programs, compliance with Oregon law on the payment of wages and accelerated payment provisions; and compliance with any and all requirements imposed on the CONTRACTOR or subcontractor under the terms of the contract or subcontract;
 2. Any claims arising from or relating to the performance of the CONTRACTOR or subcontractor under a public contract;
 3. Any cost and pricing data relating to the contract; and
 4. Payments made to all suppliers and subcontractors.
- B. CONTRACTOR and subcontractors shall maintain records for the longer period of (a.) six years from the date of final completion of the contract to which the records relate or (b.) until the conclusion of any audit, controversy or litigation arising out of or related to the contract.
- C. CONTRACTOR and subcontractors shall make records available to METRO, and its authorized representatives, including but not limited to the staff of any METRO department and the staff of the METRO Auditor, within the boundaries of the METRO region, at reasonable times and places regardless of whether litigation has been filed on any claims. If the records are not made available within the boundaries of METRO, the CONTRACTOR or subcontractor agrees to bear all

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of the costs for METRO employees, and any necessary consultants hired by METRO, including but not limited to the costs of travel, per diem sums, salary, and any other expenses that Metro incurs, in sending its employees or consultants to examine, audit, inspect, and copy those records. If the CONTRACTOR elects to have such records outside these boundaries, the costs paid by the CONTRACTOR to METRO for inspection, auditing, examining and copying those records shall not be recoverable costs in any legal proceeding.

D. CONTRACTOR and subcontractors authorize and permit METRO and its authorized representatives, including but not limited to the staff of any METRO department and the staff of the METRO Auditor, to inspect, examine, copy and audit the books and records of CONTRACTOR or subcontractor, including tax returns, financial statements, other financial documents and any documents that may be placed in escrow according to any contract requirements. METRO shall keep any such documents confidential to the extent permitted by Oregon law, subject to the provisions of section E.

E. CONTRACTOR and subcontractors agree to disclose the records requested by METRO and agree to the admission of such records as evidence in any proceeding between METRO and the CONTRACTOR or subcontractor, including, but not limited to, a court proceeding, arbitration, mediation or other alternative dispute resolution process.

F. CONTRACTOR and subcontractors agree that in the event such records disclose that METRO is owed any sum of money or establish that any portion of any claim made against Metro is not warranted, the CONTRACTOR or subcontractor shall pay all costs incurred by METRO in conducting the audit and inspection. Such costs may be withheld from any sum that is due or that becomes due from METRO.

G. Failure of the CONTRACTOR or subcontractor to keep or disclose records as required by this document or any solicitation document may result in disqualification as a bidder or proposer for future METRO contracts as provided in ORS 279B.130 and Metro Code Section 2.04.070(c), or may result in a finding that the CONTRACTOR or subcontractor is not a responsible bidder or proposer as provided in ORS 279B.110 and Metro Code Section 2.04.052.

ARTICLE XI SUBCONTRACTORS

CONTRACTOR shall contact MERC prior to negotiating any subcontracts and CONTRACTOR shall obtain approval from MERC 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.

MERC 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

MERC shall have the right to withhold from payments due CONTRACTOR such sums as necessary, in MERC's sole opinion, to protect MERC 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. In addition for public improvement work, if a CONTRACTOR is required to file certified statements under ORS 279C.845, MERC shall retain 25 percent of any amount earned by the CONTRACTOR on the public works until the contractor has filed all required certified statements with MERC.

If a liquidated damages provision is contained in the Scope of Work and if CONTRACTOR has, in MERC's opinion, violated that provision, MERC shall have the right to withhold from payments due CONTRACTOR such sums as shall satisfy that provision. All sums withheld by MERC under this Article shall become the property of MERC 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 MERC 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 MERC and CONTRACTOR. The laws 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 INTERGOVERNMENTAL COOPERATIVE AGREEMENT

Pursuant to ORS 279A and the Metro public contract code, Metro participates in an Intergovernmental Cooperative Purchasing program by which other public agencies shall have the ability to purchase the goods and services under the terms and conditions of this awarded contract. Any such purchases shall be between the Contractor and the participating public agency and shall not impact the Contractor's obligation to Metro under this agreement. Any estimated purchase volumes listed herein do not include volumes for other public agencies, and Metro makes no guarantee as to their participation in any purchase. Any Contractor may decline to extend the prices and terms of this solicitation to any or all other public agencies upon execution of this contract. Unless the Contractor specifically declines to participate in the program by marking the box below, the Contractor agrees to participate in the Intergovernmental Cooperative Purchasing program. **Contractor declines to participate in the Intergovernmental Cooperative Purchasing program or is not applicable to this Contract as indicated by the following initials _____.**

ARTICLE XVII SITUS

The situs of this Agreement is Portland, Oregon. Any litigation over this agreement shall be governed by the laws of the State of Oregon and shall be conducted in the Circuit Court of the state of Oregon for Multnomah County, or, if jurisdiction is proper, in the U.S. District Court for the District of Oregon.

ARTICLE XVIII ASSIGNMENT

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

ARTICLE XIX SEVERABILITY

The parties agree that any provision of this Contract that is held to be illegal, invalid, or unenforceable under present or future laws shall be fully severable. The parties further agree that this Contract shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never been a part of them and the remaining provisions of the Contract shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its

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severance from this Contract. Furthermore, a provision as similar to the illegal, invalid, or unenforceable provision as is possible and legal, valid and enforceable shall be automatically added to this Contract in lieu of the illegal, invalid, or unenforceable provision. Any failure by MERC to enforce a provision of the Contract is not to be construed as a waiver by MERC of this right to do so.

ARTICLE XX COUNTERPARTS

This Contract may be executed in counterparts or multiples, any one of which will have the full force of an original.

ARTICLE XXI DELIVERY OF NOTICES

Any notice, request, demand, instruction, or any other communications to be given to any party hereunder shall be in writing, sent by registered or certified mail or fax as follows:

To Contractor: Adam Lowery
ValleyScapes
PO Box 3461
Gresham, OR 97030
503-492-4765 fax

To Metro: Metro Procurement Services
600 NE Grand Ave
Portland, Oregon 97232
503-797-1791 fax

With Copy to: Matt Uchtman
777 NE Martin Luther King Jr. Blvd
Portland, OR 97232
503-731-7806 fax

CONTRACTOR

METROPOLITAN EXPOSITION RECREATION
COMMISSION

By _____

By _____

Print Name _____

Print Name _____

Date _____

Date _____

Scope of Work – Attachment A

MERC Contract No. 205098

1. Purpose and Goal of Work

Perform weekly and seasonal landscape services for the Oregon Convention Center and two satellite site locations while adhering to the specific pesticide application practices and reporting requirements outlined in contract.

2. Description of the Scope of Work

General Requirements

- a. Contractor shall follow OCC's Integrated Pest Management Plan IPM (Exhibit B) and Metro's Integrated Pest Management Policy (Exhibit C).
- b. Contractor shall adhere to the Salmon-Safe Certification Standards & "High Risk" Pesticides List (Exhibit D) for any pesticides used onsite. Proposed use of any pesticide on Salmon-Safe's "High Risk" list must be documented and approved prior to application and demonstrate a clear need for use, that no safer alternative exists, and that the method of application (such as timing, location, and amount used) presents negligible risk to water quality and fish habitat. The Oregon Convention Center may seek counsel from Salmon-Safe staff regarding the use of specific pesticides onsite to approval.
- c. Contractor shall follow the City and County of San Francisco's Guide to Reduced Risk Pesticide List (Exhibit E) and Hazard Tier Review of Pesticide Products reviewed by the City and County of San Francisco as required by LEED for pesticides used onsite (Exhibit F).
- d. Contractor shall notify OCC in advance if pesticides other than those identified as least toxic as defined by the City and County of San Francisco's pesticide hazard tier review list are going to be applied on site. OCC requires notification of intent to use of any pesticide listed as Tier I or Tier II on the San Francisco pesticide hazard screening list at least five (5) days prior to application. OCC is required to provide written notification to building occupants and site visitors no less than 72 hours before a Tier I or Tier II pesticide is applied on surrounding grounds under normal conditions. A least toxic chemical pesticide is any pesticide product for which all active ingredients and known inert ingredients meet the least toxic Tier III hazard criteria under the City and County of San Francisco's hazard screening protocol.
- e. OCC is required to inform site visitors of pesticide applications through the use of notification signs. Contractor will post these signs immediately before an application begins in clearly visible locations onsite.
- f. Contractor will use only organic fertilizer on landscaping.
- g. Contractor's employees must possess valid state pesticide applicator licenses at the time of planning and application of pesticides. The applicator license in the state defined category appropriate for the particular application is required.
- h. Contractor will ensure all pruning will be done in accordance with ANSI A300 standards
- i. Contractor will ensure Amur maples are pruned by ISA certified arborist
- j. Contractor will provide an account manager to work with the owner throughout the term of contract.

Administrative Requirements

- a. Contractor will provide a monthly work schedule for review by owner prior to any work being performed onsite. This is to ensure there are no conflicts with the building event schedule.
- b. Contractor's staff must check in/out each visit at the security office located on the main loading dock.
- c. Contractor must notify Oregon Convention Center (OCC) manager five days prior to applying any pesticide application (date, type of chemical, location, etc.) OCC will send a notice to employees and post the notice at the visitor information center for attendees to view and notifying them the intent to apply pesticides, etc.
- d. Notification signage will need to be set the day pesticide application takes place by a contractor. Contractor will pick up signs from OCC security office or main loading dock when they check in for the day. Contractor will place signs in visible areas where spraying application(s) is taking place. OCC will assign staff to remove signage at end of day and return to the signs to the security office on main loading dock for the next use.
- e. Contractor will be required to complete a pesticide application pre-approval form, submit the pesticide's SDS, and receive approval from OCC prior to any pesticide being used onsite (see Exhibit G).

Scope of Work – Attachment A

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- f. Contractor will maintain a detailed log of all pesticides/herbicides/and fertilizers used onsite, including dates, type, and amounts applied, etc. (see Exhibit H). Each month the contractor will mail a hard copy of the pesticide log and email an electronic Excel version of the pesticide log to owner.
- g. Contractor will submit a monthly total of all landscape generated debris recycled from the site.
- h. Contractor will submit in writing that their staff has been informed of the OCC and Metro Integrated Pest Management Policy, Salmon-Safe certification and associated LEED requirements.
- i. Contractor's account manager shall conduct monthly walkthroughs with owner to ensure work is being completed as described, identify issues or concerns and relay information to contractor's staff to be corrected during visits. This includes monitoring the overall health of all landscape, plants and trees, including irrigation needs, and make recommendations to remedy if issues exist.
- j. Contractor will invoice OCC monthly, listing services completed. Invoice shall include the date and type of service performed.

Attachments:

Exhibit B, OCC's Integrated Pest Management Plan
Exhibit C, Metro's Integrated Pest Management Policy
Exhibit D, Salmon-Safe High Certification Standards & Risk Pesticides List
Exhibit E, City and County of San Francisco's Guide to Reduced Risk Pesticide List
Exhibit F, City and County of San Francisco's Hazard Tier Review of Pesticide Products
Exhibit G, OCC Pesticide Application Pre-Approval Form
Exhibit H, OCC Exterior Pesticide Tracking Log
Exhibit I, OCC Site Map
Exhibit J, Block 26 Plaza Site Map
Exhibit K, MLK Gateway & Heritage Markers Site Map

Scope of Work – Attachment A

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Location 1: Oregon Convention Center – Landscape Requirements			
	Price	Annual Frequency	Extended Price
I. Lawn Care			
Soil samples from 4 locations specified by owner. Soil sample results & recommendations reviewed by contractor and provided to owner (January, April and August)	\$65.00	3	\$195.00
Application of granular organic fertilizer to all lawn areas at OCC site. Contractor will review soil sample test results prior to application (March, June and September)	\$375.00	3	\$1,125.00
Application of lime to all lawn areas at OCC site. Contractor will review soil sample results prior to application (September)	\$475.00	1	\$475.00
Application of weed, moss, & insect control if necessary based on conditions (March, June and October)	\$550.00	3	\$1,650.00
Annual mowing/edging of all turf areas (January – December)	\$230.00	44	\$10,120.00
String trimming of the flat level areas inside the South Lloyd St. green parking lot gate (Monthly)	\$50.00	12	\$600.00
Aeration and over-seeding of OCC site lawns with blue label perennial rye grass at the Oregon Ballroom Plaza and at the South Lloyd St./1 st Ave. lawns (March)	\$850.00	1	\$850.00
II. Rose Care			
Application of organic fertilizer - All locations located at the Oregon Ballroom Plaza, South Lloyd St. planters, 1 st Ave planters and rooftop planters located on level 2 outside City View Terrace (February, April, June)	\$150.00	3	\$450.00
Application of fungicide – All locations located at the Oregon Ballroom Plaza, South Lloyd St. planters, 1 st Ave planters and rooftop planters located on level 2 outside City View Terrace – As needed based on conditions (June, July and August)	\$250.00	3	\$750.00
Deadhead roses (prune to nearest fifth leaf) – All locations located in the Oregon Ballroom Plaza bell planter and along the 1 st Ave planter from Oregon St. to Holladay St. (July, August and September)	\$260.00	3	780.00

Scope of Work – Attachment A

MERC Contract No. 205098

	Price	Annual Frequency	Extended Price
Rose and shrub rose light cutback - All locations located at the Oregon Ballroom Plaza, South Lloyd St. planters, 1 st Ave planters and rooftop planters located on level 2 outside City View Terrace (November)	\$350.00	1	\$350.00
Rose and shrub rose heavy pruning - All locations located at the Oregon Ballroom Plaza, South Lloyd St. planters, 1 st Ave planters and rooftop planters located on level 2 outside City View Terrace (February)	\$560.00	1	\$560.00
III. Planter and Flower Bed Weed Control			
Property-wide manual removal of all unwanted vegetation and weeds from flower beds, planters, tree wells and rooftop planters located on level 2 outside City View Terrace, etc. (Monthly)	\$400.00	12	\$4,800.00
Apply post-emergent applications for all raised planters, landscape beds, tree rings, curb planters between street and sidewalks; South Lloyd St. parking lot and to all sidewalk cracks and brick cracks to control weeds (May, June, July, August, September, and October)	\$300.00	6	\$1,800.00
First year property-wide bark installation. Fifteen (15) units of Dark Hemlock bark installed 2" thick in all raised planters, landscape beds, tree rings, and upper level of Rain Garden to ensure areas maintain 2" depth. In subsequent years, the property-wide bark installation is installed 2" thick in all raised planters, landscape beds, tree rings, and upper level of Rain Garden to ensure areas maintain 2" depth (February)	\$4,080.00	1	\$4,080.00
IV. South Lloyd St. Parking Lot Hillside - Vegetation Control			
Apply post-emergent applications of vegetation control to entire hillside (July, August and September)	\$410.00	3	\$1,230.00
Clear brush to height of 2-3" and remove all landscape generated debris from hillside. Seedlings and weeds string trimmed from green fence in parking lot to railroad tracks below. Maintain 15' clearance off ground for all trees with removal sucker growth. (August)	\$960.00	1	\$960.00

Scope of Work – Attachment A

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	Price	Annual Frequency	Extended Price
V. I-5 Parking Lot Hillside (1st Avenue from 20 minute parking to South Lloyd St. around to Oregon St.) - Vegetation Control			
Apply post-emergent vegetation control to entire hillside (May, June, July, August, September, and October)	\$300.00	6	\$1,800.00
String trim all volunteer locust tree sucker growth and weeds to ground and remove all landscape generated debris from hillside. Contractor to ensure trees are not damaged from string trimmer (July and September)	\$560.00	2	\$1,120.00
VI. Tree and Shrub Care			
Apply organic granular fertilizer for all shrubs and trees under 8ft. including juniper and rosemary in the rooftop planters located on level 2 outside City View Terrace (February)	\$505.00	1	\$505.00
Bark banding of systemic insect control for Zelkovas and Maples - If necessary based on conditions (June)	\$670.00	1	\$670.00
Fungicide treatments for all Cornus kousa – Kousa Dogwoods in planters - If necessary based on conditions (March)	\$980.00	1	\$980.00
Supplemental tree trimming of trees in locations listed below including landscape generated debris removal. Locations include I-5 parking lot and hillside trees along 1 st Ave, South Lloyd St and Oregon St.; South Lloyd St. parking lot islands and fence line trees; both sides of South Lloyd St. sidewalk; trees from MLK Jr Blvd to 1 st Ave; 1 st Ave sidewalk trees from South Lloyd St. to Holladay St.; Holladay St. sidewalk trees from 1 st Ave to MLK Jr Blvd; MLK Jr Blvd sidewalk trees to South Lloyd St.; Oregon Ballroom Plaza trees and surrounding planter trees <ul style="list-style-type: none"> • 8' clearance on plaza • 15' pedestrian and vehicle clearance on sidewalks and streets • Removal of tree based sprouts from ground and trunk of trees (late June)	\$1,750.00	1	\$1,750.00

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	Price	Annual Frequency	Extended Price
<p>Structural tree trimming of trees in locations listed below including landscape generated debris removal. Raise limbs and selectively remove interior branches to open canopy and define trees while keeping them from growing into surrounding trees. Locations include I-5 parking lot and hillside along 1st Ave, South Lloyd St. and Oregon St.; South Lloyd St. parking lot islands and fence line trees; both sides of South Lloyd St. sidewalk trees from MLK Jr Blvd to 1st Ave; 1st Ave sidewalk trees from South Lloyd St. to Holladay St.; Holladay St. sidewalk trees from 1st Ave to MLK Jr Blvd; MLK Jr. Blvd sidewalk trees to South Lloyd St.; Oregon Ballroom Plaza trees and surrounding planter trees</p> <ul style="list-style-type: none"> • 8' clearance in planters and plaza beds • 15' pedestrian and vehicle clearance on sidewalks and streets (entire tree) • Thin and open tree canopy for health of trees and limb and shape evenly and naturally • Remove crossing, dead, and poorly shaped limbs for tree health. • Remove tree based sprouts from ground and trunk of trees to designated height <p>(February)</p>	\$3,780.00	1	\$3,780.00
<p>Pyramidal box woods located in planters on the main loading dock to be trimmed/pruned with hand shears so not to burn the leaf blades (late June and September)</p>	\$325.00	2	\$650.00
<p>Acer Ginnala (Amur Maples) located in the planters located at the corner of MLK Blvd and South Lloyd St. Selectively prune and limb trees for containment. Remove trunk sprouts, raise lower branches, prune lower limbs, thin canopy for better light penetration and a consistent size and height</p> <ul style="list-style-type: none"> • Remove tree based sprouts from ground and trunk of tree • Limb branches off ground • Prune branches that are hanging onto sidewalk adjacent to building <p>(late June)</p>	\$575.00	1	\$575.00

Scope of Work – Attachment A

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	Price	Annual Frequency	Extended Price
<p>Acer Ginnala (Amur Maples) located in the planters located at the corner of MLK Blvd and South Lloyd St. Structurally prune for open, natural growth habitat. Thin canopy for better light penetration. Try to keep all trees a consistent size and shape. Structure and definition from other trees to be maintained. Pruning to be performed by ISA certified arborist.</p> <ul style="list-style-type: none"> Removal of tree based sprouts from ground and trunk of tree Trees must be structurally pruned, shaped and thinned for even appearance Prune branches that are hanging onto sidewalk adjacent to building <p>(February)</p>	\$575.00	1	\$575.00
<p>Vine Maples located along 1st Ave planters from the “B” Loading Dock Door near Oregon St. to Holladay St.; light pruning to shape and keep branches from hanging into sidewalk. (June)</p>	\$375.00	1	\$375.00
<p>Vine Maples located along 1st Ave planters from the “B” Loading Dock Door near Oregon St. to Holladay St.; limb and prune by selectively removing interior branches to keep trees from growing over brick retaining wall and pruned for clearance around air vents. Maintain 2ft. clearance from building (February)</p>	\$290.00	1	\$290.00
<p>Viburnum davidii shrubs along 1st Ave planters from the “B” Loading Dock Door near Oregon St. to Holladay St. Selectively prune removing interior branches and to keep clearance from growing over brick retaining wall and to promote new growth (November) Rejuvenation of Viburnum is acceptable in February</p>	\$380.00	1	\$380.00
<p>Incense Cedars located along 1st Ave planters from the “B” Loading Dock Door near Oregon St. to Holladay St. Prune the cedars for clearance from growing over the brick retaining walls, around building air vents and maintain 2ft. clearance off building from ground to top of trees. (November)</p>	\$590.00	1	\$590.00

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	Price	Annual Frequency	Extended Price
Rhododendron/Magnolia pruning in raised planters located along Holladay St. and MLK Blvd. Prune to promote lower growth and thin canopies for height reduction and light penetration by selectively removing interior branches and reducing the overall height to 7' annually for a natural appearance and light penetration (late June after bloom)	\$560.00	1	\$560.00
Early flowering shrubs and hedges (Azaleas, etc.) located in Oregon Ballroom Plaza planters trimmed/pruned (late June)	\$500.00	1	\$500.00
All hedges trimmed/pruned for appearance & containment <ul style="list-style-type: none"> Privet hedge – Ligustrum japonicum by North Dock parking area behind Exhibit Hall A. Cut hedge evenly below “No Parking Signs” on brick wall Hedge above North loading dock in planter should be cut evenly with top and sides of black metal decorative fence Four rows of hedges along North Dock brick wall on Holladay St. Cotoneaster, Azaleas, Ilex and Viburnum. Viburnum needs to be cut even to top of brick wall of North loading dock Photinia hedge along fence line of South Lloyd St. along hillside of the I-5 parking lot Laurel hedges along fence lines of 1st Ave and Oregon St. Cotoneaster along 1st Ave on hillside of I-5 parking lot Oregon Grape hedge located along Lloyd sidewalk across the street from 1st Ave and the Rain Garden. Prune short for containment South Lloyd St. parking lot Viburnum and Ilex shrubs along green metal fence line and parking islands. Prune for containment (late June and September)	\$1,280.00	2	\$2,560.00
Dwarf red-twig Cornus Kelsyii Dogwoods cutback in the parking strips along MLK Blvd, Lloyd St., 1st Ave, and in the South Lloyd St. raised planters. Cut short just above ground (February)	\$450.00	1	\$450.00

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	Price	Annual Frequency	Extended Price
Yellow and red-twig dogwoods located in the Oregon Ballroom Plaza flagpole landscape beds. Selectively pruned to remove old interior branches and reduce height to 18" or less to promote new growth and natural appearance. (February)	\$370.00	1	\$370.00
Ornamental grasses located along the 1st Ave planters from Oregon St. to Holladay St.; cut short just above ground (February)	\$512.00	1	\$512.00
Juniper and rosemary selectively pruned in rooftop planters located on level 2 outside City View Terrace (February)	\$420.00	1	\$420.00
VII. Leaf Removal			
Weekly leaf removal on all hard surfaces - sidewalks, Oregon Ballroom plaza area, South Lloyd St. parking lot, I-5 parking lot, North loading dock and adjacent parking lot behind Exhibit Hall A and curb lines along the street where leaves accumulate. Tentatively scheduled beginning the second week of October or as scheduled by OCC as leaves begin to fall. (late October - December)	\$260.00	10	\$2,600.00
Property-wide leaf removal from all landscape beds, raised planters, lawns, all hard surfaces sidewalks, plaza area, Lloyd St. parking lot, I-5 parking lot, North loading dock and adjacent parking lot behind Exhibit Hall A and along the street curb lines where leaves accumulate; Rain Garden and bioswales feeding the Rain Garden. Property-wide leaf removal takes place of the weekly leaf removal and includes all areas (late-November, mid-December and early January)	\$520.00	3	\$1,560.00
South Lloyd St. parking lot extra leaf removal for parking lot, surrounding planters, parking islands and sidewalks. Scheduled after Pin Oak trees drop their leaves (mid to late March)	\$1,050.00	1	\$1,050.00
VIII. Annual Flowers			
Annual plantings in the two MLK Blvd Plaza flower beds by the flagpoles. MLK Blvd Plaza landscape beds will receive roughly (200) 4" annuals. Annuals may be more or less depending on the layout (May and October)	\$490.00	2	\$980.00
Installation of potting soil in two flower beds	\$250.00	1	\$250.00

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(October)	Price	Annual Frequency	Extended Price
Installation of daffodils and tulips, roughly 100 (October)	\$200.00	1	\$200.00
Pansy maintenance program to include monthly fertilizer, fungicide, and pet safe slug bait (November, December, January, February and March)	\$100.00	5	\$500.00
VII. Art Log Planter Oregon Ballroom Plaza			
Manual removal of all horsetail, broadleaf weeds, thistle, and blackberry. Trees, shrubs, ferns and wildflowers to remain in Art Log planter (Monthly)	\$300.00	12	\$3,600.00
X. Rain Garden & bioswale on 1st Ave from main Loading Dock to P1 Parking Garage Entrance on Lloyd St.)			
Manual removal of all invasive weeds. Includes but not limited to yellow flag iris plants, wild clematis, thistle, butterfly bushes, blackberry, vetch, broadleaf weeds, quack grasses, etc. Remove any sedge plants outside Rain Garden channel (Monthly)	\$300.00	12	\$3,600.00
Arctic Willows located in Bioswale channel along 1 st Ave from main loading dock to Parking Level P2 entrance. Prune selectively by removing interior branches and reducing the overall height annually for a natural appearance. (late June and February)	\$512.00	2	\$1,024.00
River Birch trees located in Bioswale channel along 1 st Ave from main loading dock to Parking Level P2 entrance. Selectively limb and prune canopy for clearance along sidewalk. Limb to keep branches from hanging over wall onto the loading dock side and clearance around parking garage sign. Structure and definition from other trees to be maintained. (late June and February)	\$512.00	2	\$1,024.00
Dart's Golden/Dart's Ninebark – Physocarpus opulifolius shrubs on each side of River Birch trees located in bioswale channel along 1 st Ave from main loading dock to Parking Level 2 entrance. Selectively prune and limb interior branches and reduce overall height annually for a natural appearance (February)	\$515.00	1	\$515.00
Arctic Willows located along Parking Level P1 entrance. Selectively prune and limb interior branches and reduce overall height annually for a natural appearance (late June and February)	\$512.00	2	\$1,024.00

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	Price	Annual Frequency	Extended Price
River Birch trees located in planter adjacent to Parking Level P1 entrance. Selectively limb and prune canopy for clearance along driveway. Attention to structure and definition from other trees to be maintained. (late June and February)	\$425.00	2	\$850.00
Application of a balanced organic granular fertilizer (February)	\$370.00	1	\$370.00
Ornamental grasses, sedge plants and rushes in Rain Garden and surrounding planters should be trimmed/cutback just above ground including landscape generated debris removal (February)	\$325.00	1	\$325.00
Arctic Willow, Rugosa Roses, Viburnum and ground cover in Rain Garden; perimeter should be trimmed/pruned to a maximum 3' height. Selectively cutback and remove branches to lower height and thin. Removal of all debris (February)	\$375.00	1	\$375.00
All trees including birch trees, etc. located inside the Rain Garden perimeter to be structurally pruned. Selectively remove interior branches to open canopy and define trees while keeping them from growing into surrounding trees. This includes removal all sprouts from ground and trunk. Removal of all landscape generated debris (February)	\$780.00	1	\$780.00
Sub Total Amount (Location 1)			\$70,814.00
Sub Total Amount (in words)			
Seventy Thousand, Eight Hundred, Fourteen Dollars and 00/100 Dollars			
Location 2: Block 26 Plaza Site – Landscape Requirements			
I. Lawn Care			
Soil samples from 4 locations on Block 26 site: two lawn areas, bioswale, and flower bed on hillside. Soil sample results & recommendations reviewed by contractor and provided to owner (January, April and August)	\$65.00	3	\$195.00
Application of granular organic fertilizer to all lawn areas at Block 26 site. Contractor will review soil sample test results prior to application (March, June, September)	\$375.00	3	\$1,125.00

Scope of Work – Attachment A

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	Price	Annual Frequency	Extended Price
Application of lime to all lawn areas at Block 26 site. Contractor will review soil sample test results prior to application (September)	\$475.00	1	\$475.00
Weed, moss & insect control if necessary on Block 26 site - If necessary based on conditions (March, June and October)	\$375.00	3	\$1,125.00
Annual mowing/edging of all turf areas on Block 26 site. Blow off debris on all hardscape areas during each visit (January – December)	\$160.00	44	\$7,040.00
Aeration and over-seeding of lawn areas with blue label perennial rye grass seed to areas on Block 26 site (March)	\$975.00	1	\$975.00
Irrigation startup and winterization shutdown on Block 26 site (April and October)	\$360.00	2	\$720.00
Perform backflow assembly test on one (1) backflow devices (April)	\$65.00	1	\$65.00
II. Rose Care			
Application of organic fertilizer for all shrub roses on Block 26 site (February, April and June)	\$100.00	3	\$300.00
Application of fungicide - If needed based on conditions (June, July and August)	\$125.00	3	\$375.00
Shrub rose pruning/light cutback on Block 26 site landscape beds and bioswales (November)	\$275.00	1	\$275.00
Shrub rose heavy cutback/pruning on Block 26 site landscape beds and bioswales (February)	\$280.00	1	\$280.00
III. Planter Landscape Bed Weed Control			
Property-wide manual removals of all unwanted vegetation and weeds in tree wells, landscape beds, bioswales on Block 26 site (Monthly)	\$100.00	12	\$1,200.00
Apply post-emergent to all landscape beds; tree wells, curb planters between street and sidewalk and sidewalk cracks on Block 26 site (May, June, July, August, September and October)	\$300	6	\$1,800.00

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	Price	Annual Frequency	Extended Price
<p>First year property-wide bark installation. Two (2) units of Dark Hemlock bark installed 2” thick in all planters, landscape beds and tree rings. In subsequent years, the property-wide bark installation is installed 2” thick in all planters, landscape beds and tree rings to ensure areas maintain 2” depth (February)</p>	\$650.00	1	\$650.00
VI. Tree and Shrub Care			
<p>Apply organic granular fertilizer to all shrubs and trees on Block 26 site (March and June)</p>	\$360.00	2	\$720.00
<p>Bark banding of systemic insect control for Maples on Block 26 site - If necessary (March)</p>	\$600.00	1	\$600.00
<p>Insect control treatments for all shrubs on Block 26 site - If necessary (May and August)</p>	\$600.00	2	\$1,200.00
<p>Supplemental tree trimming of all trees on Block 26 site including removal of landscape generated debris. Trees should be pruned, limbed and shaped naturally</p> <ul style="list-style-type: none"> • 8’ clearance on plaza • 15’ on sidewalks and street (entire tree) • Remove tree based sprouts from ground and trunk of tree <p>(late June)</p>	\$1,000.00	1	\$1,000.00
<p>Property-wide structural tree trimming of all trees on property including debris removal. Selectively remove interior branches to open canopy and define trees while keeping them from growing into surrounding trees. Trees should be pruned and shaped naturally</p> <ul style="list-style-type: none"> • 8’ clearance on plaza • 15’ clearance on sidewalks and street (entire tree) • Thin and open tree canopy for health of trees and limb and shape evenly and naturally • Remove crossing, dead, and poorly shaped limbs for tree health. • Remove of tree based sprouts from ground and trunk of trees <p>(February)</p>	\$1,350.00	1	\$1,350.00

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	Price	Annual Frequency	Extended Price
Dwarf red-twig Cornus Kelsyii Dogwoods cutback in the parking strips along Oregon St. on Block 26 site. Cut short just above ground (February)	\$250.00	1	\$250.00
Ornamental grasses cutback/trimming on Block 26 in landscape beds and bioswales (February)	\$250.00	1	\$250.00
Bioswales and planters annual cutback and pruning on Block 26 site. All grasses and plant material should be cutback and reduced. Woody plants should be selectively pruned back removing interior branches and reducing the overall height for a natural appearance. (February)	\$512.00	1	\$512.00
V. Leaf Removal			
Weekly leaf removal on all hard surfaces - sidewalks and plaza area - Beginning second week of October or as scheduled by OCC. Landscape, planter and bioswale leaves can be removed during property-wide cleanups (late October - December)	\$280.00	10	\$2,800.00
Property-wide leaf cleanups – landscape beds, lawns, bioswales and all hard surfaces sidewalks, plaza area on Block 26. Property-wide leaf removal takes place of weekly leaf removal and includes all areas. (late November, late December, mid January)	\$768.00	3	\$2,304.00
Sub Total Amount (Location 2)			\$27,836.00
Sub Total Amount (in words) Twenty-Seven Thousand, Eight Hundred, Thirty-Six Dollars and 00/100 Dollars			
Location 3: MLK Gateway Heritage Markers Site – Landscape Requirements			
	Price	Annual Frequency	Extended Price (Price x Frequency)
I. Weekly Tasks			
Weekly trash removal - Walk entire site and check and remove any trash (January – December)	\$50.00	52	\$2,600.00
Weekly blow off all hardscape areas removing leaves, debris, etc. (January – December)	\$50.00	52	\$2,600.00
Weekly plant health inspection (January – December)	\$25.00	52	\$1,300.00
Inspect site for graffiti and notify owner for removal (January – December)	\$0.00	52	\$0.00

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	Price	Annual Frequency	Extended Price
II. Seasonal Tasks			
Application of organic granular fertilizer for all trees (March and June)	\$100.00	2	\$200.00
Property-wide weed removal from landscape beds, along fence line tree wells and street median landscape beds between Grand Ave and MLK Jr. Blvd (Monthly)	\$150.00	12	\$1,800.00
Apply post-emergent applications to all landscape beds and tree wells (May, June, July, August, September and October)	\$100.00	6	\$600.00
First year property-wide bark installation. Two (2) units of Dark Hemlock bark installed 2” thick in all planters, landscape beds, tree rings and street medians. In subsequent years, the property-wide bark installation is installed 2” thick in all planters, landscape beds, tree rings and street medians to ensure areas maintain 2” depth. (February)	\$600.00	1	\$600.00
Irrigation monitoring. Verify irrigation is working properly and plants are receiving appropriate amounts of water (May, June, July, August and September)	\$120.00	5	\$600.00
Perform corrective pruning on trees for street clearance and health of trees (February)	\$450.00	1	\$450.00
Property-wide leaf removals from landscape beds and street median between MLK Jr. Blvd and Grand Ave (late November, late December, mid-January)	\$100.00	3	\$300.00
Cutback all ornamental grasses, perennials, and irises property-wide located in landscape beds and street median of Grand Ave and MLK Jr. Blvd Cut just above ground and remove all landscape generated debris (February)	\$250.00	1	\$250.00
Irrigation startup and winterization shutdown (April and October)	\$100.00	2	\$200.00
Perform backflow assembly test on two (2) backflow devices (April)	\$130.00	1	\$130.00

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Sub Total Amount (Location 3)	\$11,630.00
Sub Total Amount (in words) Eleven Thousand, Six Hundred, Thirty Dollars and 00/100 Dollars	
TOTAL AMOUNT (ALL 3 LOCATIONS)	\$110,280.00
TOTAL (ALL 3 LOCATIONS) AMOUNT (IN WORDS) One Hundred, Ten Thousand, Two Hundred, Eighty and 00/100 Dollars	

* Contractor is responsible for coordination with the City of Portland for pulling permits required to close down any lanes of traffic on MLK Blvd or Grand Ave to perform annual cutbacks on grasses/plants located in the narrow street median of the MLK Heritage Markers Site.

Hourly Rates for Additional Work:

Task	Hourly Rate
Licensed pesticide applicator labor	\$60.00
Manual weeding labor	\$45.00
Shrub pruning labor	\$45.00
Tree pruning labor	\$84.00
ISA certified tree pruning labor	\$45.00
Leaf blowing labor	\$60.00
Irrigation repair labor	\$45.00
Pressure washing labor	\$55.00
Provide one (1) unit of dark hemlock bark dust installed	Unit installed Price \$300.00

Plant & Material Markup Percentage 25%

Contractor may request an increase in rates after the third year of the contract. The increase must be based on indices or market factors and must be approved by the Contract Manager. Any increase of rates and fees shall be at the impetus of the Contractor and shall be made at least 60 (sixty) days prior to the end of the contract year.

The Contractor will use the consumer price index to determine any annual price increases after year three of the contract.

Additional Work

The above landscape maintenance requirements are what have been identified as regular/routine maintenance. Additional work of the same nature may be required of the contractor, depending on different variables. Upon request by Metro, for non-routine maintenance, plant replacements, and renovations and for hourly rate work with adequate plans and specifications or written directions, the Contractor shall prepare and submit a written estimate of labor, equipment, and materials which will be required to perform work specified. Contractor must use the hourly rate submitted with its proposal in calculating estimates. This work may then be performed only with Metro's written authorization. Upon authorization, actual work shall not exceed the Contractor's estimate without Metro's prior written approval.

Metro reserves the right, for non-routine maintenance, plant replacements and renovations, to procure separately any of these projects.

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3. Deliverables/Outcomes

- A well maintained landscape that showcases the Oregon Convention Center positively to the community and to our visitors.
- Adherence to Metro's IPM policy, Salmon-Safe and LEED documentation and reporting requirements.