

**REQUEST FOR PROPOSALS**

**for**

**LANDSCAPE MAINTENANCE SERVICES  
RFP 23-196**

EUGENE PUBLIC SCHOOLS  
LANE COUNTY SCHOOL DISTRICT NO. 4J  
EUGENE, OREGON

Proposal Due Date: Tuesday, November 22, 2022, 2:00 PM  
Submit bids via e-mail: [wilton@4j.lane.edu](mailto:wilton@4j.lane.edu)

Contact: Belinda Wilton  
Telephone: 541-790-7414

Mailing Address: Eugene School District No. 4J  
Purchasing  
715 W 4<sup>th</sup> Avenue  
Eugene, OR 97402

**FAXED, MAILED, OR HAND DELIVERED PROPOSALS NOT ACCEPTED**

## CALL FOR SEALED PROPOSALS

**NOTICE IS HEREBY GIVEN** that sealed proposals will be accepted for the following items and services by Belinda Wilton, Facilities Management Purchasing Office, Eugene School District No. 4J.

Phone: 541-790-7414

Materials/Service: Landscape Maintenance

Due Date: November 22, 2022 2:00PM

Beginning November 1, 2022 Proposers may obtain RFP documents at the following hyperlink: <http://www.4j.lane.edu/bids/>. **Hard copies are not provided by the School District.**

**It shall be the responsibility of all Proposers to obtain RFP Documents and any and all Addenda from the link above.**

Proposals must be received by the date and time indicated above via email Attn: Belinda Wilton, at [wilton@4j.lane.edu](mailto:wilton@4j.lane.edu). Proposals received after the designated time and date will not be considered.

Proposers are required to certify non-discrimination in employment practices, and identify resident status as defined in ORS 279A.120. These forms are included in this document and must be returned with your proposal.

Pre-qualification of proposers is not required. All proposers are required to comply with the provisions of Oregon Revised Statutes and the District Board Policy. Attention is directed to ORS 244, Government Ethics; ORS 279A and 279B, Public Contracts and Purchasing and State of Oregon Department of Justice Attorney General's Model Public Contract Rules Manual.

School District 4J reserves the right:

- (1) to reject any or all proposals not in compliance with public proposal procedures.
- (2) to postpone award of the contract for a period not to exceed ninety (90) days from date of proposal opening.
- (3) to waive informalities in the proposal.
- (4) to select the proposal which appears to be in the best interest of the District.
- (5) to cancel the procurement.

PUBLISHED: OregonBuys  
4J Website

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For more information or for clarification of any part of this RFP, the District point of contact is Belinda Wilton, Facilities Management, Eugene School District No. 4J, 715 West 4th Ave, Eugene OR, 97402, Telephone (541) 790-7414. Questions must be emailed to: [wilton@4j.lane.edu](mailto:wilton@4j.lane.edu) and must be submitted NO LATER THAN November 15, 2022.

**PART 1  
STATEMENT OF WORK**

1. PURPOSE

The Eugene School District wishes to establish a contract with a vendor or vendors to provide landscape maintenance at select properties, starting as near December 1, 2022 as possible.

The four properties are Howard Elementary, River Road Elementary, ATA Jefferson Middle School and Roosevelt Middle School. A year of service is defined as one year from date of executed contract. After each service year, the District reserves the right to negotiate extension of the contract for up to two (2) additional years or issue another RFP, whatever is deemed in the best interest of the District. District reserves the right to award the scope of work in whole (all sites) or in parts.

2. SCOPE OF WORK

This proposal is for initial clean up and landscape maintenance at the following properties:  
Howard Elementary – 700 Howard Avenue, Eugene, OR  
River Road Elementary – 120 West Hilliard Lane, Eugene, OR  
ATA Middle School – 1650 West 22nd Avenue, Eugene, OR  
Roosevelt Middle School – 500 East 24th Avenue, Eugene, OR

The scope of services includes:

A. General:

- i) Our district is a no pesticide allowed entity, without the written approval from Facilities Management in collaboration with our Integrated Pest Management Plan. For purpose of this proposal and service:
  - (1) **Your company will not apply any pesticide, including any:**
    - (a) Herbicide
    - (b) Pre-emergent
- ii) Contractor will be required to execute a Construction Contractor Agreement with the attached Terms and Conditions (Example contract and specific Terms and Conditions are attached to this solicitation). Please review and ensure agreement. If changes are desired, submit as per the questions section below.
- iii) The intent of this proposal is to gain full maturity of shrub, tree and flower beds.
- iv) During the first growing cycle of this service we may request a quote for replacement shrubs and groundcover to establish plantings to support this goal.
- v) **4J will perform mowing of all lawn areas.**
- vi) School garden areas are excluded from this proposal.
- vii) Monthly invoicing will require a summary of hours worked at each site. Front loading the initial clean up work in the year one maintenance will be negotiated with awarded proposer.
- viii) Provide restroom facilities for your employees. No access to the building will be granted unless required to access courtyards, etc.
- ix) Schedule for work:
  - (a) Do not perform work that might slow, block or impede the morning drop off and afternoon release. Available work times to be coordinated with the District.
  - (b) Coordinate work in secure areas, including secure fenced areas with the District. This is to avoid impact to staff or students who may need to utilize these spaces.

- (c) Efforts should be made to limit high noise activities outside of classroom windows for more than two minutes per classroom. Example: using blower adjacent to a classroom window for more than two minutes.
- (d) Be aware of public use of facilities during daylight hours.
- x) Assuming regularly scheduled days/times for each site visit will be coordinated prior to start of contract work. Coordinate days and times with District staff. In the event days/times need to change, coordination must be completed prior to arrival at the sites.
- xi) All contractor employees shall have the district supplied badge visible at all times. Background checks will be required and costs associated with processing will be by the contractor.
- xii) All district facilities and grounds are no smoking, no vaping, no drugs, no alcohol and no tobacco zones, under state law.
- xiii) This work is not subject to Oregon BOLI PWR prevailing wage rate law due to being a maintenance contract.

B. Landscape maintenance: *includes all non-lawn areas, including stormwater swales, groundcover, flower and tree beds. EXCLUDES GARDENS.*

- i) Perform bed maintenance every other week during the growing season, approximately March 15 – October 15 of each year.
- ii) Perform bed maintenance monthly or as required during the non-growing seasons, as defined in (i) above, except as needed during leaf season.
- iii) Bed maintenance is to include:
  - (1) Remove garbage and weeds
  - (2) Rake or cultivate to maintain exposed mulch or bare ground.
  - (3) Prune as appropriate.
    - (a) Under no circumstance should walkways be obstructed by plants/shrubs or weeds.
    - (b) Remove any plants/tree branches away from the building to maintain at least 12" clear from plants to building.
  - (4) Removal/disposal of debris to appropriate offsite non district locations.
  - (5) Blow any trimmings away from building and walking surfaces. If there is sand placed on walkways for slip/fall traction, please request direction from 4J Grounds Supervisor prior to blowing activities.
- iv) Fertilizer – include furnish and application of fertilizer as appropriate to ensure plant health. The product(s) your company utilizes will require approval prior to application. Further scrutiny, including schedules may be required by 4J prior to application of any liquid fertilizers. Include SDS for products.
- v) Irrigation:
  - (1) Coordinate with the district regarding the irrigation schedule. Notify district within 24 hours of damaged, broken or vandalism to irrigation systems noticed during a site visit.
  - (2) Include assisting with minor aiming of sprinkler systems as required for proper bed coverage and to avoid irrigation of walkways and structures.
- vi) Leaf maintenance is to include:
  - (1) Remove all leaves weekly starting in October and running through December (remove off site).
- vii) Lawns:
  - (1) Perform edging of all lawns every other visit or as required during the growing season. Concrete mow strips along fence lines to be edged monthly during the growing season.
  - (2) District will perform mowing and fertilizing of all lawns.

C. Landscape string trimming:

- i) Perform monthly string trimming during the growing season, around property line, building, fencelines, light poles, signs, etc.

D. Irrigation and misc. work:

- i) Provide hourly rates on the bid form (Appendix A) for any additionally requested work pertaining to irrigation repairs and shrub/tree/plant replacement. Include your fees, taxes and all overhead/markups, or advise if labor and equipment are all inclusive rates.

E. Initial Clean Up:

- i) Include the initial site clean up as part of the year one maintenance costs. The initial cleanup at each site described should include scope as defined above in this section. Initial clean up shall be completed as soon as possible but no later than February 28, 2023 in preparation for ongoing landscape maintenance.

### 3. BACKGROUND INFORMATION

School Properties are listed below with an outline of approximate scope areas.

Reminder: 4J will perform mowing of all lawn areas.

**Howard Elementary School**, 700 Howard Avenue, Eugene OR 97404

Landscape was installed in 2016





**Roosevelt Middle School**, 500 East 24<sup>th</sup> Ave, Eugene OR 97405

Roosevelt landscape was installed in 2016.



**Arts & Technology Academy (ATA)**, 1650 West 22<sup>nd</sup> Avenue, Eugene OR 97405

ATA landscape was installed in 2017





**River Road/ El Camino del Rio Elementary, 120 West Hilliard Lane, Eugene, OR 97404**

River Road landscape was installed in 2017



**4. INSPECTION OF SITES:**

Do not arrive / tour the school sites without prior arrangements with the District.

Non-mandatory site walks will be available at Howard, River Road, ATA, and Roosevelt on November 8<sup>th</sup> and 9<sup>th</sup>. Interested parties should email [temple\\_d@4j.lane.edu](mailto:temple_d@4j.lane.edu) for further information.

**PART 2  
PROPOSAL SUBMITTAL PROCEDURES**

1. GENERAL

- A. The term "vendor" or "proposer" shall refer to the firm or individual submitting a proposal.
- B. Proposer must submit all required information as defined in 2. PROPOSAL SUBMITTAL and 3. PROPOSAL FORMAT below. Proposer must submit a completed bid form as part of their proposal on one site, multiple sites or all sites indicated on the bid form.
- C. Proposals shall arrive by email within the time specified herein. FAX (facsimile) proposals are unacceptable. Email proposal to [wilton@4j.lane.edu](mailto:wilton@4j.lane.edu).
- D. By submitting a proposal, the proposer certifies that the proposal has been arrived at independently and has been submitted without any collusion designed to limit competition.
- E. The proposal submitted shall be signed by a representative of the company authorized to bind the firm. Alterations or erasures shall be initialed by the firm representative signing the document.
- F. The District is not liable for any cost incurred by a proposer prior to issue of a contract.

2. PROPOSAL SUBMITTAL

The proposal and all amendments must be signed and submitted electronically by 2:00 PM, Tuesday November 22, 2022. Each proposal must be submitted electronically in pdf format to [wilton@4j.lane.edu](mailto:wilton@4j.lane.edu), subject designated as "Proposal: Landscape Maintenance RFP".

In accordance with OAR 137-047-0450, the District confirms only the names of each Proposer and whether their proposal is complete, will be provided as posted to our website.

- a. Proposal is to include all required information to address items listed in this solicitation.
- b. Elaborate art work and marketing items are not necessary.
- c. Proposal should be limited to 4 pages front and back (once printed), 8 1/2"x11", Font 11pt. Page count does not include Bid Form, Non-Discrimination Clause / Resident Certificate and Signature pages.
- d. Proposals files should be submitted in PDF format.
- e. Preferred response in a single pdf file.

3. PROPOSAL FORMAT

Responses should be clear and concise. To provide consistency in the review of the proposals, firms are requested to prepare their responses in the general format specified below.

Title Page

Proposer should identify the Request for Proposal, name of firm, address, telephone number, email, name and title of contact person, and date of submission.

Response to RFP items (information will be evaluated and scored)

Provide your firms history/experience on maintenance of commercial and or public landscapes similar in size and scope to the work identified in this RFP. (5 Points)

Provide your firms specific approach, or means and methods to landscape maintenance for the scope at the district sites as describe herein. (25 Points)

Include specific administrative and site leadership staffing information and their relevant experience for those that would be assigned to this work. (10 Points)

#### References

Provide names (non district staff), addresses, contact names, telephone numbers and e-mail addresses of at least three (3) organizations for which similar size and scope was performed. (10 Points)

#### Bid Form (Appendix A)

Complete the bid form as defined in Appendix A. Scoring on pricing is detailed in Part 3, Section 3.

#### Required forms to be provided with proposal to be considered responsive:

Provide completed forms found in part 5 and 6. These are the:

- Appendix A - Bid Form
- Non-Discrimination Clause and Resident Certificate and
- Signature page

All submitted materials will be reviewed by the evaluation committee.

#### 4. INQUIRIES

Questions or comments regarding this Request for Proposals or related technical issues should be directed by email to the attention of Belinda Wilton, email: [Wilton@4j.lane.edu](mailto:Wilton@4j.lane.edu) no later than 5:00pm November 15, 2022.

#### 5. OPPORTUNITY TO COMMENT

Firms interested in formally commenting on this RFP, or addressing any area(s) in which they believe competition is unduly inhibited, may email a signed written statement to the attention of Belinda Wilton, by email: [Wilton@4j.lane.edu](mailto:Wilton@4j.lane.edu). Comments must be received by 5:00 p.m. seven (7) working days before opening.

The protest of these specifications may be done in accordance with Model Public Contracting Rules, Section 137-047-0730. The potential proposer has seven (7) days prior to the proposal opening date to submit its protest. No protest against award because of the content of specifications or contract terms shall be considered after this deadline.

#### 6. ADDENDA

Addenda, if any, will be issued anytime up until three (3) calendar days prior to the proposal due date. Addenda will be posted on the district hyperlink: <http://www.4j.lane.edu/bids/>

#### 7. ALTERNATE PROPOSAL

Where the product or service is not as specified, the proposal must clearly be marked "**alternative proposal**", a sample supplied where appropriate, and/or a clear specification of the substitute must be provided, in order for it to be considered a competitive proposal. The District Board or its representative's decision of the acceptability of alternates is final.

#### 8. PROVISIONS

By submittal of this proposal, the vendor agrees to comply with the provisions of the Oregon Attorney General's Model Public Contract Rules Manual as adopted by the District Board policy. Attention is directed to the latest version of the following provisions. Full copies of any provision may be obtained from the District for the minimal cost of reproduction or from the Department of Justice, Salem Oregon.

**OREGON REVISED STATUTES  
ORS 244  
ORS 279A, 279B**

**GOVERNMENT ETHICS  
PUBLIC CONTRACTS AND PURCHASING**

**OREGON ADMINISTRATIVE RULES  
CHAPTER 137  
Divisions 046, 047**

**PUBLIC PROCUREMENT RULES**

9. EQUAL EMPLOYMENT COMPLIANCE REQUIREMENT (in accordance with ORS 279A.100-279A.110).

By submitting this proposal, the vendor certifies conformance to the applicable federal acts, executive orders, and Oregon statutes and regulations concerning affirmative action toward equal employment opportunities. All information and reports required by the federal or Oregon state governments having responsibility for the enforcement of such laws shall be supplied to the District in compliance with such acts, regulation, and orders.

10. FOREIGN CONTRACTORS

The attention of all contractors who are not domiciled in or registered to do business in the state of Oregon is called to Oregon Revised Statute 279A.120(2)(a)(b)(3).

(1) "In all public contracts, the public contracting agency shall prefer goods or services that have been manufactured or produced in this state if price, fitness, availability and quality are otherwise equal."

(2) "When a public contract is awarded to a foreign contractor and the contract price exceeds \$10,000, the contractor shall promptly report to the Department of Revenue on forms to be provided by the Department of Revenue the total price, terms of payment, length of contract, and such other information as the Department of Revenue may require before final payment can be received on the public contract. The public contracting agency shall satisfy itself that the requirement of this subsection has been complied with before it issues a final payment on a public contract. For purposes of this subsection, a foreign vendor is one who is not domiciled in or registered to do business in the State of Oregon."

**PART 3  
PROPOSAL EVALUATION PROCEDURES**

**1. PROPOSAL REJECTION**

The District reserves the right:

- a. to reject any or all proposals not in compliance with all public procedures and requirements.
- b. to reject any proposal(s) not meeting the specifications set forth here in.
- c. to waive any or all irregularities in proposals submitted.
- d. to consider the competency of proposers in making any award.
- e. to follow the provisions of Section 137-046-0300 of the Oregon Attorney General's Model Public Contract Manual, in the event two or more proposals are for the same amount for the same work.
- f. to reject all proposals.
- g. to award any or all parts of any proposal or solicitation.
- h. to request references and other data to determine responsiveness.

**2. SELECTION AND EVALUATION PROCESS**

Evaluation will be done by an evaluation committee consisting of various District management, supervisor, technical and administrative staff.

**3. EVALUATION FACTORS**

Points will be awarded as follows:

- a. Company history & experience 5 points
- b. Company specific approach to district landscape maintenance 25 points
- c. Staff Experience 10 points
- d. Professional References 10 points
- e. Price for initial clean up and year one per scope of work 30 points
- f. Price for subsequent years per scope of work 20 points

Total 100 points

Each site will be evaluated individually for items e. and f. above and added to the proposers total for items a. through d. The proposer has the ability to score 100 points for each site they provide a price for.

Scoring on pricing per site will be as follows:

- Lowest total price of initial clean up and year one maintenance will receive the maximum available points (30 points). Next respective lowest sum will receive five (5) less points than the lowest bidder and so on.
- Lowest total sum of years two (2) plus three (3) maintenance pricing will receive the maximum available points (20 points). Next respective lowest sum will receive five (5) less points than the lowest bidder and so on.

**4. PROPOSAL VALIDITY PERIOD**

Each proposal shall be irrevocable for a period of ninety (90) days from the Proposal Opening Date.

**5. COMPETENCY OF VENDOR**

To enable the District to evaluate the competency and financial stability of a vendor, the qualifying and accepted vendor(s) shall, upon request, furnish such information as reasonably necessary.

6. BRAND NAME

Manufacturer's names and/or brand names used in these specifications are for the purpose of identification and a basis for quality, and do not expressly or implicitly require or in any way limit what brands may be found in the course of maintenance and testing services.

7. PROTEST OF AWARD

In accordance with Oregon Model Contract Rules Manual Section 137-047-0740 any adversely affected Proposer has seven (7) calendar days from the date of the written notice of award to file a written protest.

8. RESERVATION IN EVALUATION

If the District receives offers identical in price, fitness, availability and quality, and chooses to award a contract, the District shall award the contract in accordance with Oregon Model Contract Rules Manual Section 137-046-0300.

**PART 4 - CONTRACT GENERAL TERMS AND CONDITIONS**

**CONSTRUCTION CONTRACTOR AGREEMENT  
LANE COUNTY SCHOOL DISTRICT 4J  
715 West Fourth Avenue  
Eugene, Oregon 97402**

This Agreement is hereby made between the Lane County School District 4J, hereinafter DISTRICT, and CONTRACTOR, according to the following terms, conditions and provisions:

1. CONTRACTOR is identified as follows:  
Firm Name: \_\_\_\_\_  
Contractor's Representative: \_\_\_\_\_  
Address: \_\_\_\_\_ City/State/ZIP: \_\_\_\_\_  
Business Telephone: \_\_\_\_\_ Cell: \_\_\_\_\_  
Email: \_\_\_\_\_ FAX: \_\_\_\_\_  
Federal Employer ID: \_\_\_\_\_  
Type of Entity:      Sole Proprietorship    Partnership    Corporation
2. SERVICES TO BE PROVIDED (Include scope of work, schedule and other provisions including supplies, materials, equipment or services, as applicable):  
\_\_\_\_\_
3. DISTRICT'S REPRESENTATIVE: \_\_\_\_\_
4. FINGERPRINTING REQUIREMENTS: All individuals with whom a Contractor/Business contracts, or any employee, agent or subcontractor of a Contractor must undergo a preliminary background check with the District. Individuals who will have direct, unsupervised contact with students shall also be required to submit fingerprints and to undergo a state and nationwide fingerprinting and criminal history records check pursuant to ORS 326.603 and ORS 326.607. The Oregon Department of Education provides such fingerprinting services for Contractors. Individuals, or the Contractor, and not the District, shall be responsible for the fees associated with fingerprinting and the criminal history records check, not to exceed the actual cost. Note: ODE charges \$66 for the background check and there is an additional \$12.50 fee to have fingerprints completed for the background check. <http://www.4j.lane.edu/hr/icbackgroundprocess/>
5. DATE AND DURATION: This agreement shall be effective commencing on \_\_\_\_\_ and extending through \_\_\_\_\_, unless otherwise terminated or extended.
6. PAYMENT: The DISTRICT shall pay the CONTRACTOR the agreed sum of \_\_\_\_\_ for work described herein.  
Purchase Order to be charged: \_\_\_\_\_
7. CONTRACTOR REQUIREMENTS: The CONTRACTOR agrees to perform the work or services as described in this Agreement in accordance with the Terms and Conditions of this Agreement (ATTACHMENT A) and Drawings and Specifications listed below:  
\_\_\_\_\_
8. CONTRACTOR is an Independent Contractor within the meaning of ORS 670.600 and is not an employee of the DISTRICT.
9. SIGNATURES: It is so agreed this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
Date

\_\_\_\_\_  
DISTRICT

\_\_\_\_\_  
Date



**ATTACHMENT A**  
**CONSTRUCTION CONTRACTOR AGREEMENT TERMS**

This Construction Contractor Agreement between the DISTRICT and the CONTRACTOR includes the following terms, conditions, and provisions:

1. **DECLARATION OF INDEPENDENT CONTRACTOR:** CONTRACTOR declares that CONTRACTOR has complied with all federal, state, and local laws regarding business permits, registrations, certificates, and licenses that may be required to carry out the work to be performed under this agreement. The CONTRACTOR represents that the CONTRACTOR qualifies as an independent CONTRACTOR as evidenced by agreement to the conditions of this contract. The CONTRACTOR represents that all the information in the agreement is true and the DISTRICT may contact individuals and corporations to verify this information. The DISTRICT relies upon the representation of the CONTRACTOR. In the event the CONTRACTOR is determined not to be an independent CONTRACTOR for the purpose of providing these services to the DISTRICT, then the CONTRACTOR will reimburse the DISTRICT's full costs and damages associated with or in any way related to this determination.
2. **CONTRACTORS' REGISTRATION:** The CONTRACTOR and each Subcontractor shall be registered, prior to the commencement of the Work, and maintain, for the duration of the Project, a registration with the Oregon State Construction CONTRACTORS' Board.
3. **RESPONSIBILITY TEST:** CONTRACTOR certifies that the contractor: a) has available the appropriate financial, material, equipment, facility and personnel resources and expertise, or the ability to obtain the resources and expertise, necessary to meet all contractual responsibilities; b) has a satisfactory record of past performance; c) has a satisfactory record of integrity, is not disqualified under ORS 279C.440; and d) is qualified legally to contract with the DISTRICT.
4. **PERMITS, FEES AND NOTICES:** ~~The DISTRICT will pay the plan check fee, building permit fee, and systems development charges directly to the authority having jurisdiction. The CONTRACTOR shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities bearing on performance of the work of this contract. The CONTRACTOR shall secure and pay for all other permits, fees and inspections necessary for the proper execution and completion of the Contract, which are legally required when bids are received or negotiations concluded. The CONTRACTOR shall pick up permits and call for inspections through final inspection, as required by the City Building Department.~~
5. **USE OF SITE:** Check in daily with the school or facility office personnel and the building custodian to coordinate construction activities with the ongoing activities at the building.
6. **BACKGROUND CHECK –** All individuals with whom a Contractor/Business contracts, or any employee, agent or subcontractor of a Contractor must undergo a preliminary background check with the District. Individuals who will have direct, unsupervised contact with students shall also be required to submit fingerprints and to undergo a state and nationwide fingerprinting and criminal history records check pursuant to ORS 326.603 and ORS 326.607. The Oregon Department of Education provides such fingerprinting services for Contractors. Individuals, or the Contractor, and not the District, shall be responsible for the fees associated with fingerprinting and the criminal history records check, not to exceed the actual costs (ODE \$66.00 and outside fingerprinting vendor \$12.50). Individuals contracting with the District will be required to fill out and submit a background check by logging on the following site: <https://www.4j.lane.edu/hr/icbackgroundprocess/> and following the process. **Note:** Individuals that have previously been through this process with another Oregon school district may submit verifying documentation.

7. **SMOKING, DRUG AND ALCOHOL POLICIES:** Smoking and the other use of tobacco products is prohibited on all school district property pursuant to OAR 581-021-0110. District Policy prohibits the possession, use or distribution of illicit drugs and alcohol on school premises. Anyone under the treatment of a physician who must bring prescription medications to the workplace shall carry the medicines in the original container bearing the name of the drug, the name of the physician and the prescribed dosage. The CONTRACTOR is required to demonstrate that an employee drug testing program is in place.

8. **POTENTIALLY HAZARDOUS PRODUCTS:** The District attempts to maintain a safe and healthy environment for students and staff. The Contractor is therefore required to follow District guidelines controlling the use of potentially hazardous products and to use these products in a safe manner.

SDS information is required for all potentially hazardous products. The Project Manager and a District Safety Specialist will review these and determine what, if any, mitigation procedures will be required. Contractor is to maintain and post copies of all SDS information at the project site and adhere to the required controls.

Contractor is to ensure that work area access by students and teachers is restricted. The District will provide signage appropriate for this purpose. The contractor is to construct and maintain appropriate barriers.

9. **ASBESTOS CONTAINING MATERIALS:** Prior to commencing work on-site, the CONTRACTOR shall contact the District Asbestos Specialist, to review the Asbestos Management Plan for the site where the work will be performed. The CONTRACTOR shall not, in any way, disturb materials which are known to contain asbestos, assumed to contain asbestos, or otherwise have not been tested and confirmed to be asbestos free. The DISTRICT will investigate and test for asbestos containing materials and, if required, remove such materials as required for the Work. CONTRACTOR is required to sign an Asbestos Containing Materials Notification Statement as supplied by DISTRICT prior to commencing Work. The CONTRACTOR shall use no asbestos-containing materials in the Work and shall so certify.

10. **SAFETY REQUIREMENTS:** Safety must not be sacrificed for the sake of productivity or expedience. Safety of students, staff, and the public is critical. All CONTRACTORS who perform work on District property, and their employees, are expected to know the DISTRICT's expectations for safe work and to adhere to those expectations. CONTRACTOR shall adhere to the regulations of Oregon OSHA for all projects within the School District.

11. **ELECTRICAL REQUIREMENTS:**

**LOCKOUT/TAGOUT:** Contractor shall implement a Lockout/Tagout program for employees who take equipment out of service or place equipment back into service after repair. Contractor shall review the District's Energy Control Program prior to commencing work. Rules applying to this procedure are Oregon Occupational Safety and Health Code OAR 437-002-0140, General Environmental Controls Lockout/Tagout (1919.147), or latest version.

~~**ARC FLASH – ELECTRICAL SAFETY:** Contractor shall comply with NFPA 70E (Electrical Safety in the Workplace), current edition. Contractor shall comply with Oregon OSHA 1910.137 (Personal Protective Equipment). The Contractor shall review with the School District Project Manager the 'Eugene School District Electrical Safety Program' before any work commences. The Contractor shall comply with all 'Arc Flash' and 'Electrical Safety' protocols referenced in any and all NFPA, OSHA, OROSHA, NEC, NESC, UL, IBC, IFG and ANSI documents (current editions).~~

- 12. CONFINED SPACE REQUIREMENTS:** If work requires entering underground fuel storage tanks, utility tunnels, sewer vaults (where septic systems are located) or fireboxes on boilers, a permit and special training is required, when necessary under OAR 437-002-0140.
- 13. HOLD HARMLESS AND INDEMNIFICATION:** To the fullest extent of the law, the Contractor will defend, indemnify, hold harmless and reimburse the Eugene School District 4J (including its officers, board members, agents, and employees) from all claims, demands, suits, actions, penalties, and damage expenses, for liability of any kind including attorney's fees. To the extent that death or bodily injury to persons or damage to property arises out of the fault of the Contractor, the Contractor's indemnity obligation exists only to the extent that the death or bodily injury to persons or damage to property arises out of the fault of the Contractor, or the fault of the Contractor's agents, representatives or subcontractors, contributed to or caused such damage.
- 14. INSURANCE:** The Contractor shall maintain in force for the duration of this agreement, the following:
- General Insurance:** The Contractor shall maintain in force for the duration of this agreement a Umbrella Insurance Policy with the limits not less than \$5,000,000, a Commercial General Liability, Automobile Liability (owned, non-owned and hired) Insurance policy(s) written on an occurrence basis with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregated naming the District, its employees, officials and agents as an additional insured as respects to work or services performed under this agreement. This insurance will be primary to any insurance the District may carry on its own. If the District requires Professional Liability coverage, the terms, conditions, and limits must be approved by the District's Risk Manager.
- Workers' Compensation:** The CONTRACTOR shall provide and maintain workers' compensation coverage for its employees, officers, agents, or partners as required by applicable workers' compensation laws.
- Equipment and Material:** The CONTRACTOR shall be responsible for any loss, damage, or destruction of its own property, equipment, and materials used in connection with the work.
- Course of Construction:** The CONTRACTOR shall maintain an all-risk policy covering the replacement cost of the Work during the course of construction. The policy shall include the interests of the DISTRICT and the Architect. The amount of insurance shall equal the completed value of the contract.
- Property Insurance:** The CONTRACTOR shall purchase from and maintain in a company or companies authorized to do business in the jurisdiction in which the Project is located, property insurance on an "all risk" policy form, including builder's risk/installation floater, whichever is appropriate, in the amount of the initial Contract Sum, plus the value of subsequent modifications and the cost of materials supplied by others, comprising the total value of the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in The Contract Documents or until no person or entity other than the DISTRICT has an insurable interest in the property required by this paragraph to be covered, whichever is later. The insurance shall include interests of the DISTRICT, Architect and CONTRACTOR, Subcontractors, and sub-subcontractors in the Project.
- Evidence of Coverage:** Evidence of the above coverages issued by a company satisfactory to the District shall be provided to the District by way of a certificate of insurance before any work or services commence. A 30-day notice of cancellation or

material change in coverage clause shall be included. It is the Contractor's obligation to provide the 30 days notice if not done so by the Contractor's insurance company(s). Failure to maintain the proper insurance shall be grounds for immediate termination of this Agreement.

**Subcontractors:** The CONTRACTOR shall require all Subcontractors to provide and maintain general liability, auto liability, professional liability (as applicable), and workers' compensation insurance with coverage equivalent to those required of the general CONTRACTOR in this contract. The CONTRACTOR shall require certificates of insurance from all subcontractors as evidence of coverage.

**Exception or Waivers:** Any exception or waiver of these requirements shall be subject to review and approval from the DISTRICT's Risk Manager.

- 15. ~~PERFORMANCE BOND AND PAYMENT BOND:~~** ~~The Contractor shall furnish a Performance bond and a Labor and Materials Payment bond covering faithful performance of the Contract and payment of obligations arising there under. Bonds are to be obtained through a company that is on the US Government Treasury list for approved sureties and/or approved by School District 4J's Risk Manager. The cost of the Bond shall be included in the Contract Sum. The amount of each bond shall be equal to 100 percent of the Contract Sum. Submit on AIA Document A312, latest edition.~~

~~The Contractor shall deliver the required bonds to the DISTRICT with the executed Agreement. The Contractor shall require the Attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of their power of attorney.~~

- 16. OWNERSHIP OF WORK PRODUCT:** All work products of the CONTRACTOR, which result from this contract, shall be the exclusive property of the DISTRICT and shall be delivered to the DISTRICT upon completion of the work or termination of this contract, except as otherwise agreed in writing.
- 17. EQUIPMENT, TOOLS, MATERIALS, OR SUPPLIES:** CONTRACTOR shall supply, at CONTRACTOR's sole expense, all equipment, tools, materials and/or supplies to accomplish the services agreed upon. The CONTRACTOR shall be responsible for any loss, damage, or destruction of its own property, equipment, and materials used in conjunction with the work.
- 18. REIMBURSEMENT OF EXPENSES:** The DISTRICT shall not be liable to CONTRACTOR for any expenses paid or incurred by the CONTRACTOR unless previously agreed to in writing.
- 19. FRINGE BENEFITS:** Because CONTRACTOR is engaged in CONTRACTOR's own independently established business, CONTRACTOR is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plan, of the DISTRICT.
- 20. HOURS OF LABOR:** No person shall be employed for more than ten hours in any one day, or 40 hours in any one week, except in the cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases the person so employed shall be paid at least time and a half of the regular pay for all time worked.
- a. For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or
  - b. For all overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
  - c. For all work performed on Saturday and on any legal holiday specified in ORS 279C.540.

The Contractor shall give notice to employees who work on a public contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a

notice in a location frequented by employees of the number of hours per day and days per week the employees may be required to work.

- 21. PAYMENT OF LABORERS AND MATERIALMEN, CONTRIBUTIONS TO INDUSTRIAL ACCIDENT FUND, LIENS AND WITHHOLDING TAXES:** The Contractor shall: (1) Make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the Work provided for in such contract. (2) Pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract. (3) Not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. (4) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- 22. PAYMENT FOR MEDICAL CARE AND PROVIDING WORKERS' COMPENSATION:** The CONTRACTOR shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such CONTRACTOR, of all sums which the CONTRACTOR agrees to pay for such services and all moneys and sums which the CONTRACTOR collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service. All employers working under this contract are subject employers and must comply with ORS 656.017.
- 23. PAYMENT OF CLAIMS BY PUBLIC OFFICERS:** If the CONTRACTOR fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the CONTRACTOR or a Subcontractor by any person in connection with the public contract as such claim becomes due, the proper officer or officers representing the DISTRICT may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the CONTRACTOR by reason of such contract. The payment of a claim in this manner shall not relieve the CONTRACTOR or the CONTRACTOR's surety from obligation with respect to any unpaid claims.
- 24. FEDERAL, STATE, AND LOCAL PAYROLL TAXES:** Neither federal, nor state, nor local income tax nor payroll tax of any kind shall be collected, withheld or paid by the DISTRICT on behalf of the CONTRACTOR or of employees of the CONTRACTOR. CONTRACTOR shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes.
- 25. PREVAILING WAGE RATES:** ~~When the total price of the Project is \$50,000 or more, each worker in each trade or occupation employed in the performance of this Contract either by the contractor, subcontractor or other person doing or contracting to do contracting for the whole or any part of the Work on the Contract shall be paid not less than the applicable prevailing rate of wage.~~
  - ~~a. The existing Oregon prevailing rate of wage in effect at the time the specifications are first advertised for bid solicitations is the applicable rate.~~
  - ~~b. The DISTRICT will pay the public works fee to Oregon Bureau of Labor and Industries.~~
  - ~~c. Certification of rate or wage by Contractor or Subcontractor (ORS 279C.845):~~
    - ~~.1 The contractor or the contractor's surety and every subcontractor or the subcontractor's surety shall file certified statements with the public agency in writing, on a form prescribed by the Commissioner of the Bureau of Labor and Industries, certifying the hourly rate of wage paid each worker whom the contractor or the subcontractor has employed upon the public works, and further certifying that no worker employed upon the public works has been paid less than the applicable state prevailing rate of wage or less than the minimum hourly rate of wage specified in the contract. The certificate and statement shall be verified by the oath of the contractor~~

~~or the contractor's surety or subcontractor or the subcontractor's surety that the contractor or subcontractor has read the statement and certificate and knows the contents thereof and that the same is true to the contractor or subcontractor's knowledge. The certified statements shall set out accurately and completely the payroll records for the prior week, including the name and address of each worker, the worker's correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid.~~

- ~~.2 If the Contractor does not file certified payroll as required (at least once per month) the DISTRICT will withhold 25% of the amounts due the Contractor, in addition to any other required retainage.~~
- ~~.3 If a first-tier Subcontractor does not file certified payroll reports as required, the prime Contractor shall withhold 25% of amounts due the first-tier Subcontractor.~~
- ~~.4 Each certified statement required by subsection (1) of this section shall be delivered or mailed by the contractor or subcontractor to the public contracting agency. Certified statements shall be submitted to the public contracting agency once a month by the fifth business day of the following month, for each week workers are employed. Information submitted on certified statements may be used only to ensure compliance with the provisions of ORS 279C.800 to 279C.870.~~
- ~~.5 Each contractor or subcontractor shall preserve the certified statements for a period of three years from the date of completion of the contract.~~
- ~~.6 Certified statements received by a public agency are public records subject to the provisions of ORS 192.410 to 192.505. As such, they must be made available upon request.~~
- ~~d. For every bid \$100,000 or greater, all Contractors and Subcontractors shall have a public works bond, in the amount of \$30,000, filed with the Construction Contractors' Board (CCB), before starting work on the project, unless exempt.~~
- ~~e. Contractor shall include in every subcontract a provision requiring their Subcontractors to have a public works bond filed with the CCB before starting work on the project, unless exempt. Contractors shall verify that all of their subcontractors have filed a public works bond with the CCB.~~

- 26. SUBCONTRACTORS:** The CONTRACTOR shall include in any subcontract for property or services entered into by the CONTRACTOR and Subcontractor, including a material supplier, for the purpose of performing a construction contract:
- a. A payment clause that obligates the CONTRACTOR to pay the Subcontractor for satisfactory performance under its subcontract within 10 days out of such amounts as are paid to the CONTRACTOR by the DISTRICT under such contract; and
  - b. An interest penalty clause that obligates the CONTRACTOR to pay to the Subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause included in the subcontract pursuant to the above paragraph for the period beginning on the day after the required Payment date and ending on the date on which payment of the amount due is made; computed at the rate specified in ORS 279C.580.
- 27. PROJECT CLOSEOUT:** When the Work is determined to be complete:
- a. Return all keys and badges to DISTRICT Representative.
  - b. Final payment will be authorized after all project closeout tasks have been completed and the work is determined to be acceptable by the DISTRICT Project Manager.

**28. NON-DISCRIMINATION:** The CONTRACTOR, by signing this agreement certifies that the CONTRACTOR has not discriminated against minorities, women or emerging small business enterprises in obtaining any required subcontracts.

The CONTRACTOR agrees not to discriminate against any client, employee or applicant for employment or for services, because of race, color, religion, sex, national origin, physical or mental handicap, sexual orientation or age unless based upon bona fide occupational qualifications, and that they are otherwise in compliance with all federal, state and local laws prohibiting discrimination, with regard to, but not limited to, the following: Employment upgrading, demotion or transfer; Recruitment or recruitment advertising; Layoffs or termination; Rates of pay or other forms of compensation; Selection for training; Rendition of services. It is further understood that any vendor who is in violation of this clause shall be barred forthwith from receiving awards of any purchase order from the School District, unless a satisfactory showing is made that discriminatory practices have terminated and that a recurrence of such acts is unlikely.

**29. FOREIGN CONTRACTORS:** In the event this Contract is awarded to a contractor not domiciled in or registered to do business in the State of Oregon and the contract price exceeds \$10,000.00, the CONTRACTOR shall promptly report to the Department of Revenue the total price, terms of payment, length of contract, and such other information as the Department of Revenue may require before final payment can be received on the public contract. The DISTRICT will satisfy itself that the requirement of this subsection has been complied with before it issues a Final Payment.

**30. TERMINATION WITH CAUSE:** With reasonable cause, either party may terminate this agreement effective immediately upon the giving of written notice of termination for cause. Reasonable cause shall include:

- a. Material violation of this agreement.
- b. Any act exposing the other party to liability to others for personal injury or property damage.

**31. REMEDIES:** In the event of a termination of this contract by the DISTRICT, because of a breach by CONTRACTOR, the DISTRICT may complete the work either by itself or by contract with other persons, or any combination thereof. CONTRACTOR shall be liable to the DISTRICT for any costs or losses incurred by the DISTRICT arising out of or related to the breach, including costs incurred in selecting other CONTRACTORS, time delay losses, attorney fees, and the like, less the remaining unpaid balance of the consideration until DISTRICT's costs and losses have been determined, at which time the DISTRICT may offset any such amount due CONTRACTOR against costs and losses incurred by DISTRICT.

**32. TERMINATION OR SUSPENSION OF CONTRACT FOR CONVENIENCE:** Any contract may be terminated, or temporarily suspended, by the DISTRICT in the event that the project is permanently abandoned, or deferred, as determined in the sole discretion of the DISTRICT. The DISTRICT may terminate, or suspend, any contract in whole or in part whenever the DISTRICT determines, in its sole discretion, that such action is in the DISTRICT's best interest. Whenever any contract is terminated, or suspended in accordance with this paragraph, the CONTRACTOR shall be entitled to payment for actual work performed at contract prices for completed items of work. An equitable adjustment in any contract price for partially completed items of work will be made, but such adjustment shall not include provisions for loss of anticipated profit on deleted or uncompleted work. For suspended work, the CONTRACTOR will be entitled to five percent (5%) per year of the value of the work suspended, only if ultimately completed, and reasonable re-mobilization costs, if applicable. Termination or suspension of any contract by the DISTRICT at any time during the term for convenience, shall not constitute a breach of any contract by the DISTRICT.



33. **ASSIGNMENT:** CONTRACTOR shall not assign this contract, in whole or in part, or any right or obligation hereunder, without the DISTRICT's prior written approval.
34. **NO AUTHORITY TO BIND CLIENT:** CONTRACTOR has no authority to bind or obligate the DISTRICT or to enter into contracts or agreements on behalf of the DISTRICT. This agreement does not create a partnership, joint venture or agency between the parties.
35. **NON-WAIVER:** The failure of either party to exercise any of its rights under this agreement for a breach thereof, shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.
36. **NOTICES:** Any notice given in connection with this agreement shall be given in writing and shall be delivered either by hand to the signing party, or by regular and certified mail to the party at the party's address stated herein.
37. **CHOICE OF LAW:** Any dispute under this agreement or related to this agreement shall be decided in accordance with the laws of the State of Oregon.
38. **ATTORNEY'S FEES:** In the event of any action to enforce or interpret this contract, the prevailing party shall be entitled to recover from the losing party reasonable attorney fees incurred in the proceeding, as set by the court, at trial, upon appeal, or upon review.
39. **ENTIRE AGREEMENT:** This is the entire agreement of the parties, and supersedes any prior agreement.
40. **SEVERABILITY:** If any part of this agreement shall be held unenforceable, the rest of this agreement will nevertheless remain in full force and effect.
41. **AMENDMENTS:** This agreement may be supplemented, amended, or revised only in writing by agreement of the parties.
42. **APPLICATION FOR PAYMENT:** Submit payment request on invoice customarily used by Contractor. ~~Identify 5% retainage to be carried until the project is determined to be complete.~~
43. **DEBARMENT CERTIFICATION:** The contractor/Vendor certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Contract by any Federal department or agency. If requested by the Eugene 4J School District, the Contractor shall complete a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Contractor for this Contract shall be incorporated into this Contract by reference.

END OF TERMS AND CONDITIONS

**PART 5  
CERTIFICATIONS**

**NON-DISCRIMINANT CLAUSE**

Proposer agrees not to discriminate against any client, employee or applicant for employment or for services because of race, color, religion, sex, national origin, physical or mental handicap, sexual orientation or age unless based upon bona fide occupational qualifications with regard to, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; selection for training; and/or rendition of services. It is further understood that any Proposer who is in violation of this clause shall be barred from receiving awards of any Purchase Order from the District, unless a satisfactory showing is made that discriminatory practices have terminated and that a recurrence of such acts is unlikely.

Legal Name of Proposer: \_\_\_\_\_

Doing Business As (if applicable): \_\_\_\_\_

Address: \_\_\_\_\_

Officer's Signature: \_\_\_\_\_

Print Officer's Name and Title: \_\_\_\_\_

\*\*\*\*\*

**RESIDENT CERTIFICATE**

Please Check One:

\_\_\_\_\_ Resident Proposer: Proposer has paid unemployment taxes or income taxes in this state during the last twelve calendar months immediately preceding the submission of this proposal, has a business address in this state and has stated in this proposal whether Proposer is a "resident bidder" under ORS 279A.120(1)(b).

OR

\_\_\_\_\_ Non-Resident Proposer: Proposer does not qualify under requirements stated above.

Please specify your state of residence: \_\_\_\_\_

Officer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Officer's Name and Title: \_\_\_\_\_

**PART 6**  
**SIGNATURE PAGE**  
----- RFP 23-196 Landscape Maintenance Services -----  
**LANE COUNTY SCHOOL DISTRICT NO. 4J**

The undersigned proposes to furnish all supplies or perform all work as listed in the Statement of Work, for the price(s) stated; and that all articles supplied under any resultant contract will conform to the specifications herein, to be fit and sufficient for the purpose manufactured, merchantable, of good material, workmanship and free from defect.

The undersigned agrees to be bound by all applicable laws and regulations, the accompanying specifications, and by the District policies and regulations.

The undersigned, by submitting an offer, represents that:

- A. The Proposer has read and understands the specifications and any drawings or attachments and the proposal is made in accordance herewith.
- B. The offer is based upon the materials, equipment, and systems required by the specifications unless otherwise noted. Failure to comply with the specifications or any terms of this RFP may disqualify the vendor as being non-responsive.

The undersigned certifies that the offer has been arrived at by the vendor independently and has been submitted without any collusion designed to limit independent competition.

The undersigned certifies that he has received and duly considered all addenda to the specifications and that all costs associated with all addenda have been included in this offer:

Addenda: No. \_\_\_\_\_ to No. \_\_\_\_\_ inclusive.

We therefore offer and make this offer on furnishing the requested equipment and/or services at the prices indicated herein in fulfillment of the specifications of Lane County School District No. 4J.

Name of Firm: \_\_\_\_\_

Doing Business As (if applicable): \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ FAX Number: \_\_\_\_\_

Federal ID Number: \_\_\_\_\_ URL Address: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Officer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Type or Print Officer's Name: \_\_\_\_\_

**Appendix A - Landscape Maintenance Bid Form**

Insert information in highlighted cells

Company Name:

--

Properties	Initial Clean-up & Year 1 Annual Cost: Dec 2022 - Nov 2023	Year 2 Annual Cost: Dec 2023 - Nov 2024	Year 3 Annual Cost: Dec 2024 - Nov 2025
Howard Elementary			
River Road Elementary			
ATA Middle School			
Roosevelt Middle School			
Full Burdened- Billable Rates	Regular Labor Rate	Overtime Rate	
Foreman/ Lead Landscaper			
Labor/ Landscaping			
Irrigation Repairs			
Bid Form- Unit Costs	Unit Cost to Furnish & Install		
Furnish and Install: 7'-8' Western Red Cedar (Thuja plicata 'Virescens')			
Furnish and Install: 2" Red Sunset Red Maple (Acer rubrum 'Red Sunset')			
Furnish and Install: 2" Scarlet Oak (Quercus coccinea)			
Furnish and Install: 1G Kelsey Dogwood (Cornus sericea 'Kelsey')			
Furnish and Install: 1G Kinnikinnik (Arctostaphylos uva-ursi)			
Furnish and Install: 3G Gulf Stream Nandina, Nandina domestica 'Gulfstream'			
Furnish and Install: 3G Goldflame Spiraea bumalda 'Goldflame'			
Furnish and Install: 5G Burning Bush, Euonymus alatus 'Compactus'			
Furnish and Install: 5G Doublefile Viburnum, Viburnum plicatum tomentosum			