

**CITY OF PORTLAND  
AGREEMENT FOR PROFESSIONAL, TECHNICAL, OR EXPERT SERVICES**

CONTRACT NUMBER \_\_\_\_\_

**TITLE OF WORK PROJECT  
Community Tree Education, Planting and Establishment**

This contract is between the City of Portland ("City," or "Bureau") and Friends of Trees ("Consultant"). The City's Project Manager for this contract is Jennifer Karps.

**Effective Date and Duration**

This contract shall become effective upon execution by all parties. This contract shall expire, unless otherwise terminated or extended, on December 31, 2021.

**Consideration**

- (a) City agrees to pay Consultant a sum not to exceed \$5,882,216 for accomplishment of the work.  
 (b) Interim payments shall be made to Consultant according to the schedule identified in the STATEMENT OF THE WORK AND PAYMENT SCHEDULE.

**CONSULTANT DATA AND CERTIFICATION**

Name (print full legal name): \_\_\_\_\_ Friends of Trees \_\_\_\_\_

Address: \_\_\_\_\_ 3117 NE Martin Luther King Jr. Blvd., Portland, OR 97212 \_\_\_\_\_

Employer Identification Number (EIN): \_\_\_\_\_ 93-0999999 \_\_\_\_\_

[INDEPENDENT CONSULTANTS: DO NOT PROVIDE SOCIAL SECURITY NUMBER (SSN) – LEAVE BLANK IF NO EIN]

City of Portland Business Tax Registration Number: \_\_\_\_\_ 439984 \_\_\_\_\_

Citizenship: Nonresident alien ☐ Yes ☐ No

Business Designation (check one): ☐ Individual ☐ Sole Proprietorship ☐ Partnership ☐ Corporation

☐ Limited Liability Co (LLC) ☐ Estate/Trust ☐ Public Service Corp. ☒ Government/Nonprofit

Payment information will be reported to the IRS under the name and taxpayer I.D. number provided above. Information must be provided prior to contract approval.

**TERMS AND CONDITIONS**

**1. Standard of Care**

Consultant shall perform all services under this contract using that care, skill, and diligence that would ordinarily be used by similar professionals in this community in similar circumstances.

**2. Effect of Expiration**

Passage of the contract expiration date shall not extinguish, prejudice, or limit either party's right to enforce this Contract with respect to any default or defect in performance that has not been corrected.

**3. Order of Precedence**

This contract consists of these Terms and Conditions, the Statement of Work and Payment Schedule, and any exhibits that are attached. Any apparent or alleged conflict between these items will be resolved by using the following order of precedence:

- a) these Terms and Conditions; b) Statement of Work and Payment Schedule; and c) any exhibits attached to the contract.

**4. Early Termination of Contract**

- (a) The City may terminate this Contract for convenience at any time for any reason deemed appropriate in its sole discretion. Termination is effective immediately upon notice of termination given by the City.  
 (b) Either party may terminate this Contract in the event of a material breach by the other party that is not cured. Before termination is permitted, the party seeking termination shall give the other party written notice of the breach, its intent to terminate, and fifteen (15) calendar days to cure the breach. If the breach is not cured within 15 days, the party seeking termination may terminate immediately by giving written notice that the Contract is terminated.

**5. Remedies and Payment on Early Termination**

- (a) If the City terminates pursuant to 4(a) above, the City shall pay the Consultant for work performed in accordance with the Contract prior to the termination date. No other costs or loss of anticipated profits shall be paid.
- (b) If the City terminates pursuant to 4(b) above, the City is entitled all remedies available at law or equity. In addition, Consultant shall pay the City all damages, costs, and sums incurred by the City as a result of the breach.
- (c) If the Consultant justifiably terminates the contract pursuant to subsection 4(b), the Consultant's only remedy is payment for work prior to the termination. No other costs or loss of anticipated profits shall be paid.
- (d) If the City's termination under Section 4(b) was wrongful, the termination shall be automatically converted to one for convenience and the Consultant shall be paid as if the Contract was terminated under Section 4(a).
- (e) In the event of early termination the Consultant's work product before the date of termination becomes property of the City.

**6. Assignment**

Consultant shall not subcontract, assign, or transfer any of the work scheduled under this agreement, without the prior written consent of the City. Notwithstanding City approval of a subconsultant, the Consultant shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Consultant hereunder. The Consultant agrees that if subconsultants are employed in the performance of this Agreement, the Consultant and its subconsultants are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

**7. Compliance with Applicable Law**

Consultant shall comply with all applicable federal, state, and local laws and regulations. Consultant agrees it currently is in compliance with all tax laws. Consultant shall comply with Title VI of the Civil Rights Act of 1964 and its corresponding regulations. In connection with its activities under this Contract, the Consultant shall comply with all applicable Grant Terms and conditions. This includes all terms and conditions contained in this contract and, for a contract involving a grant, the Grant Terms and Conditions.

**8. Indemnification for Property Damage and Personal Injury**

Consultant shall indemnify, defend, and hold harmless the City, its officers, agents, and employees, from all claims, losses, damages, and costs (including reasonable attorney fees) for personal injury and property damage arising out of the intentional or negligent acts or omissions of the Consultant, its Subconsultants, suppliers, employees or agents in the performance of its services. Nothing in this paragraph requires the Consultant or its insurer to indemnify the City for claims of personal injury or property damage caused by the negligence of the City. This duty shall survive the expiration or termination of this contract.

**9. Insurance**

Consultant shall obtain and maintain in full force at Consultant expense, throughout the duration of the Contract and any warranty or extension periods, the required insurance identified below. The City reserves the right to require additional insurance coverage as required by statutory or legal changes to the maximum liability that may be imposed on Oregon cities during the term of the Contract.

- (a) Workers' compensation insurance as required by ORS Chapter 656 and as it may be amended. Unless exempt under ORS Chapter 656, the Consultant and all subconsultants shall maintain coverage for all subject workers.

☒ Required and attached // ☐ Proof of exemption (i.e., completion of Workers' Compensation Insurance Statement)

- (b) General commercial liability (CGL) insurance covering bodily injury, personal injury, property damage, including coverage for independent consultant's protection (required if any work will be subcontracted), premises/operations, contractual liability, products and completed operations, in per occurrence limit of not less than \$1,000,000, and aggregate limit of not less than \$2,000,000.

☒ Required and attached // ☐ Waived by Bureau Director or designee // ☐ Reduce by Bureau Director or designee

- (c) Automobile liability insurance with coverage of not less than \$1,000,000 each accident, and an umbrella or excess liability coverage of \$2,000,000. The insurance shall include coverage for any auto or all owned, scheduled, hired and non-owned auto. This coverage may be combined with the commercial general liability insurance policy.

☒ Required and attached // ☐ Waived by Bureau Director or designee // ☐ Reduce by Bureau Director or designee

- (d) Professional Liability and/or Errors & Omissions insurance to cover damages caused by negligent acts, errors or omissions related to the professional services, and performance of duties and responsibilities of the Consultant under this contract in an amount with a combined single limit of not less than \$1,000,000 per occurrence and aggregate of \$3,000,000 for all claims per occurrence. In lieu of an occurrence based policy, Consultant may have claims-made policy in an amount not less than \$1,000,000 per claim and \$3,000,000 annual aggregate, if the Consultant obtains an extended reporting period or tail coverage for not less than three (3) years following the termination or expiration of the Contract.

☐ Required and attached // ☒ Waived by Bureau Director or designee // ☐ Reduce by Bureau Director or designee

Continuous Coverage; Notice of Cancellation: The Consultant agrees to maintain continuous, uninterrupted coverage for the duration of the Contract. There shall be no termination, cancellation, material change, potential exhaustion of aggregate limits or non renewal of coverage without thirty (30) days written notice from Consultant to the City. If the insurance is canceled or terminated prior to completion of the Contract, Consultant shall immediately notify the City and provide a new policy with the

same terms. Any failure to comply with this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract.

**Additional Insured:** The liability insurance coverages, except Professional Liability, Errors and Omissions, or Workers' Compensation, shall be without prejudice to coverage otherwise existing, and shall name the City of Portland and its bureaus/divisions, officers, agents and employees as Additional Insureds, with respect to the Consultant's activities to be performed, or products or services to be provided. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Notwithstanding the naming of additional insureds, the insurance shall protect each additional insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured.

**Certificate(s) of Insurance:** Consultant shall provide proof of insurance through acceptable certificate(s) of insurance, including additional insured endorsement form(s) and all other relevant endorsements, to the City prior to the award of the Contract if required by the procurement documents (e.g., request for proposal), or at execution of Contract and prior to any commencement of work or delivery of goods or services under the Contract. The Certificate(s) will specify all of the parties who are endorsed on the policy as Additional Insureds (or Loss Payees). Insurance coverages required under this Contract shall be obtained from insurance companies acceptable to the City of Portland. The Consultant shall pay for all deductibles and premium. The City reserves the right to require, at any time, complete, certified copies of required insurance policies, including endorsements evidencing the coverage the required.

**Subconsultant(s):** Upon request, Consultant shall be able to provide evidence that any subconsultant performing work or providing goods or service under the Contract has the applicable types and amounts of coverages as required herein or that the subconsultant is included under Consultant's policy.

#### **10. Ownership of Promotional Materials Work Product; Authorized Use by the City**

All promotional materials work product produced by the Consultant under this contract is the exclusive property of the Consultant; provided, however, that the Consultant hereby authorizes and licenses the City to use any and all such work product at the City's discretion within the City's jurisdictional boundary during and following the term of this contract. "Promotional materials work product" shall include but not be limited to all promotional and marketing materials, research, manuals, branding, logos, drawings, recordings, photographs, artwork and any data or information in any form. The Consultant hereby retains all right, title and interest in such promotional materials work product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrines. Consultant licenses the City to use same upon execution of this contract.

#### **11. EEO Certification**

In the event Consultant provides in excess of \$2,500.00 for services to the City in any fiscal year, Consultant shall obtain EEO certification from the City.

#### **12. Equal Benefits**

Consultant must comply with the City's Equal Benefits program as prescribed by Chapter 3.100 of the Code of the City of Portland. The required documentation must be filed with Procurement Services, City of Portland, prior to contract execution.

#### **13. Successors in Interest**

The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and approved assigns.

#### **14. Severability**

The parties agree that if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

#### **15. Waiver**

The failure of the City to enforce any provision of this contract shall not constitute a waiver by the City of that or any other provision.

#### **16. Errors**

The Consultant shall promptly perform such additional services as may be necessary to correct errors in the services required by this contract without undue delays and without additional cost.

#### **17. Governing Law/Venue**

The provisions of this contract shall be interpreted, construed and enforced in accordance with, and governed by, the laws of the State of Oregon without reference to its conflict of laws provisions that might otherwise require the application of the law of any other jurisdiction. Any action or suits involving any question arising under this contract must be brought in the appropriate court in Multnomah County Oregon.

**18. Amendments**

All changes to this contract, including changes to the scope of work and contract amount, must be made by written amendment and approved by the Chief Procurement Officer to be valid. Any amendment that increases the original contract amount by more than 25% must be approved by the City Council to be valid.

**19. Business Tax Registration**

The Consultant shall obtain a City of Portland business tax registration number as required by PCC 7.02 prior to beginning work under this Contract.

**20. Prohibited Conduct**

The Consultant shall not hire any City employee who evaluated the proposals or authorized the award of this Contract for two years after the date the contract was authorized without the express written permission of the City and provided the hiring is permitted by state law.

**21. Payment to Vendors and Subconsultants**

The Consultant shall timely pay all subconsultants and suppliers providing services or goods for this Contract.

**22. Access to Records**

The Consultant shall maintain all records relating to this Contract for three (3) years after final payment. The City may examine, audit and copy the Consultant's books, documents, papers, and records relating to this contract at any time during this period upon reasonable notice. Copies of these records shall be made available upon request. Payment for the reasonable cost of requested copies shall be made by the City.

**23. Audits**

- (a) The City may conduct financial and performance audits of the billings and services specified in this agreement at any time in the course of the agreement and during the three (3) year period established by paragraph 22. Audits will be conducted in accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States Government Accountability Office.
- (b) If an audit discloses that payments to the Consultant exceed the amount to which the Consultant was entitled, the Consultant shall repay the amount of the excess to the City.

**24. Electronic Signatures**

The City and Consultant may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

**25. Merger Clause**

This Contract encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether verbal or written.

**26. Dispute Resolution/Work Regardless of Disputes**

The parties shall participate in mediation to resolve disputes before conducting litigation. The mediation shall occur at a reasonable time after the conclusion of the Contract with a mediator jointly selected by the parties. Notwithstanding any dispute under this Contract, the Consultant shall continue to perform its work pending resolution of a dispute, and the City shall make payments as required by the Contract for undisputed portions of the work. In the event of litigation no attorney fees are recoverable. No different dispute resolution paragraph(s) in this contract or any attachment hereto shall supersede or take precedence over this provision.

**27. Progress Reports: ☒ Applicable ☐ Not Applicable**

If applicable, the Consultant shall provide monthly progress reports to the Project Manager as described in the Statement of the Work and Payment Schedule.

**28. Consultant's Personnel: ☐ Applicable ☒ Not Applicable**

If applicable, the Consultant shall assign the personnel listed in the Statement of the Work and Payment Schedule for the work required by the Contract and shall not change personnel without the prior written consent of the City, which shall not be unreasonably withheld.

**29. Subconsultants**

The Consultant shall use the subconsultants identified in its proposals. The Consultant shall not change subconsultant assignments without the prior written consent of the Chief Procurement Officer. The City will enforce all social equity contracting and Minority, Women and Emerging Small Business (M/W/ESB) subcontracting commitments submitted by the Consultant in its proposals. Failure to use the identified M/W/ESB subconsultants without prior written consent is a material breach of contract.

For contracts valued \$50,000 or more, the Consultant shall submit a Monthly Subconsultant Payment and Utilization Report (MUR), made part of this contract by reference, reporting ALL subconsultants employed in the performance of this agreement. An electronic copy of the MUR may be obtained by contacting the PTE Contract Compliance Specialist.

**30. Third Party Beneficiaries**

There are no third party beneficiaries to this contract. Enforcement of this contract is reserved to the parties.

**31. Conflict of Interest**

Consultant hereby certifies that, if applicable, its contract proposal is made in good faith without fraud, collusion or connection of any kind with any other proposer of the same request for proposals or other City procurement solicitation(s), that the Consultant as a proposer has competed solely on its own behalf without connection or obligation to, any undisclosed person or firm. Consultant certifies that it is not a City official/employee or a business with which a City official/employee is associated, and that to the best of its knowledge, Consultant, its employee(s), its officer(s) or its director(s) is not a City official/employee or a relative of any City official/employee who: i) has responsibility in making decisions or ability to influence decision-making on the contract or project to which this contract pertains; ii) has or will participate in evaluation or management of the contract; or iii) has or will have financial benefits in the contract. Consultant understands that should it elect to employ any former City official/employee during the term of the contract then that the former City official/Consultant employee must comply with applicable government ethics and conflicts of interest provisions in ORS Chapter 244, including but not limited to ORS 244.040(5) and ORS 244.047, and the City's Charter, Codes and administrative rules, including lobbying prohibitions under Portland City Code Section 2.12.080.

**32. Respectful Workplace Behavior**

The City of Portland is committed to a respectful work environment, free of harassment, discrimination and retaliation and other inappropriate conduct. Every individual has a right to work in a professional atmosphere where all individuals are treated with respect and dignity. The City's HR Rule 2.02 covers all employees with the City of Portland as well as consultants, vendors or consultants who provide services to the City of Portland. By signing this Contract/Agreement, the Consultant indicates compliance with all terms and conditions contained in this Contract including HR 2.02.

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**STATEMENT OF THE WORK  
AND PAYMENT SCHEDULE**

**SCOPE OF WORK**

The purpose of this work is to expand the capacity of the City's urban forest to support clean rivers, healthy watersheds, and livable, sustainable communities. Investments in tree planting and establishment, with a focus on low-canopy, low-income, racially diverse neighborhoods, help the City meet multiple goals: increasing urban forest canopy cover, improving stormwater management, protecting vulnerable populations from urban heat island, and providing services equitably. Building on the success of the Grey to Green Initiative, the City will continue to invest in proper tree planting and establishment while providing residents the necessary tools to take on their tree maintenance obligations responsibly.

During the five-and-a-half year term of the contract, Consultant will steer the program in a direction that ensures historically underserved areas with low canopy, low-income residents, communities of color, and vulnerable populations receive tree community education, planting and tree care services, and assistance to the community to ensure the success of the program. Consultant will develop community-based solutions that involve volunteers, neighbors, community groups, and educational/vocational programs to provide planting and stewardship of trees at a low cost to the City with high value to the community. Consultant will organize community planting and pruning events and provide stewardship services to ensure trees are planted, established, and pruned properly and that residents understand and are equipped with the knowledge necessary to take on the long-term maintenance responsibility for the trees. Consultant will provide residents with proper standards for planting, tree care, and high survival of trees. It shall be the sole responsibility of Consultant to purchase trees, deliver trees, and organize tree planting, pruning and monitoring events.

Consultant will collect and maintain data describing all aspects of the work from outreach and education through planting, establishment, monitoring, and pruning. Consultant will provide detailed and summary data to the City monthly and will prepare annual reports for all activities each year. Consultant will obtain required permits as needed and will operate under permit terms when delivering these services so that improvements in stormwater hydrology and management, urban forest health and resilience, and urban tree stewardship and maintenance result from this work. All customer sign up and tree inspection, planting, monitoring, and reporting activities will be in compliance with the "Portland Parks and Recreation City Nature Urban Forestry Permit; BES Environmental Services Tree Program (ESTP) FY 14-15" (UF Planting Permit) and future programmatic street tree planting permits issued by Portland Parks and Recreation Urban Forestry. Tree size, form and condition will meet UF standards set forth in "Street Tree Planting Standards" (<https://www.portlandoregon.gov/trees/article/496924>) and Title 11, Trees and as approved by UF prior to planting. Tree species planted will be pre-approved by UF and planted only at species-appropriate sites as defined by the UF approved street tree lists.

Consultant shall perform the tasks listed below:

1. Develop and implement an equitable outreach strategy, including a door-to-door canvass, to deliver community tree education, tree planting, tree monitoring, and tree pruning services focused on disadvantaged communities.
  - 1.1. Recruit, interview, and hire canvasser team.
  - 1.2. Work with City representatives to develop and implement orientation and training for canvassers.
  - 1.3. Work with City representatives to develop:
    - 1.3.1. Geographic target areas for outreach and education, focusing on historically underserved, low-canopy areas with low-income residents, communities of color, and vulnerable populations.
    - 1.3.2. Outreach and education messages that communicate with diverse audiences in support of tree planting, tree benefits in the urban environment, and the role of the City in investing in and regulating the urban forest.
  - 1.4. Educational materials for use in helping new tree recipients understand and carry out their tree-related responsibilities. Conduct community outreach to recruit tree planting partners using a variety of strategies, including canvassing, direct mailings, and tabling at community events, with a minimum of 65% and a goal of at least 75% of the outreach effort directed toward historically underserved, low-canopy areas with low-income residents, communities of color, and vulnerable populations.
  - 1.5. Conduct community education to raise awareness of Portland residents about the following: how urban trees work for clean rivers, healthy watersheds, and livable, sustainable communities; the multiple City plans that call for tree planting; and the roles and responsibilities of the City and its residents with respect to trees.
  - 1.6. Provide educational materials and technical support to help recipients of new trees understand and take responsibility for proper tree establishment care and long-term maintenance practices.
2. Engage with and involve leaders of targeted communities of color, faith groups, and organizations that serve communities in historically underserved areas.
  - 2.1. Work with City representatives and the community to develop relationships with neighborhood associations, community development organizations, and other groups to assist in outreach to specific communities.
  - 2.2. Work with City representatives and the community to develop neighborhood-specific messaging.
3. Organize community tree planting events.
  - 3.1. Organize planting events with volunteers, neighbors, and community groups to properly install street trees outlined in the planting goals, acknowledging the role and contribution of the City to volunteers at the event.
  - 3.2. Develop a program, activities, or events to ensure that adjacent landowners and community members provide watering and plant establishment treatments necessary to ensure tree survival.
  - 3.3. Planting goals with a minimum of 65% and a goal of at least 75% of the trees planted in historically underserved, low-canopy areas with low-income residents, communities of color, and vulnerable populations:

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Street Trees	2,100	2,210	2,210	2,210	2,210	10,940
Yard Trees	200	200	200	200	200	1,000
4. Organize community tree pruning events.
  - 4.1. Work with City representatives to develop educational materials for use in teaching proper young-tree structural pruning techniques and proper procedure for securing street tree pruning permits.
  - 4.2. Work with the City to teach residents and volunteers proper young tree structural pruning techniques.
  - 4.3. Organize community tree pruning events with volunteers, neighbors, and community groups to properly prune street trees outlined in the pruning goals, acknowledging the role and contribution of the City to volunteers at the event.

- 4.4. Pruning goals with at least 75% of the trees pruned in historically underserved, low-canopy areas with low-income residents, communities of color, and vulnerable:

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Street Trees	1,200	1,300	1,400	1,500	1,600	7,000

5. Monitor newly planted trees for survival and condition.
  - 5.1. Work with the City to develop a monitoring protocol to effectively assess survival and condition of newly planted trees
  - 5.2. Monitor trees annually per the monitoring protocol to inform young tree survival and condition
6. Manage program data and report on program activities, including progress on meeting equity goals.
  - 6.1. Work with the City to develop databases and reporting tools for storing and communicating program data. Reporting intervals will be monthly and annually.
  - 6.2. Provide electronic data describing tree outreach and education, tree planting, tree monitoring, and tree pruning activities.
  - 6.3. Provide annual program report summarizing activities and accomplishments and detailing level of effort with respect to service delivery goals.

### **Deliverables**

Deliverables for this project are as follows:

- a. Submit a monthly progress report by the 15<sup>th</sup> of each month with each monthly invoice describing the work accomplished during the invoice period, including summary data describing all aspects of the work from outreach and education through planting, establishment, monitoring, and pruning. Detailed requirements for all reports are attached hereto as Exhibit A.
- b. Submit a project schedule for the first year within one month of contract execution; thereafter, submit annual project schedule by June 1 of each year.
- c. Submit an outreach plan by July 1 of each year describing strategy for conducting outreach that will result in the desired services delivered in the desired locations.
- d. Submit an education plan by July 1 of each year describing the strategy for teaching volunteers how to deliver services, teaching residents and property owners how to properly establish and maintain trees, and raising awareness of all program participants about the key benefits provided by urban trees and the role of the City in our urban forest.
- e. Submit a monitoring plan within one month of contract execution; thereafter, submit annual monitoring plan by June 1 of each year if requested by City.
- f. Submit a monthly detailed planting report by the 7<sup>th</sup> of each month for all trees planted during the previous month.
- g. Submit a monthly summary report by the 5<sup>th</sup> of each month for tree planting activities during the previous month.
- h. Submit an annual report by July 1 of each year detailing the work accomplished under the contract each fiscal year.
- i. Submit an annual monitoring report by October 31 of each year detailing the results of the summer inspection work.
- j. Submit an annual Friends of Trees program data report by October 31 of each year describing the value of external support used to deliver the contract.
- k. Submit a Monthly Subconsultant Payment and Utilization Report by the 15<sup>th</sup> of each month with invoice (reference Part II, Section C.5 of the RFP).

### **WORK PERFORMED BY THE CITY**

City and Consultant will work together to develop outreach and education content and to identify target areas for outreach each year based on the City's articulated goals for increased tree canopy, stormwater management, urban heat island reduction, and equitable service provisioning. The City has assigned a

project manager to oversee the Consultant's work and provide support as needed. Specific duties the City will perform include:

- Provide schedule and budget details.
- Prioritize outreach areas to address multiple bureau and City goals.
- Collaborate with Consultant to create consistent outreach and educational materials and multilingual materials to meet City equity goals and program needs.
- Assist Consultant, if needed, in finding businesses and organizations that can provide translation and interpretation services for outreach work.
- Provide street tree planting inspection services when possible to facilitate timely participation in tree planting projects by prospective customers.
- Provide maps and data in support of the canvass and outreach efforts.
- Provide street tree planting permit for select, proactively planted trees, including approved street tree planting lists, tree planting targets, and reporting requirements from Portland Parks Urban Forestry.

### SUBCONSULTANTS

The Consultant shall assign the following subconsultants to perform work in the capacities designated:

NAME	ROLE ON PROJECT	SUBCONTRACT AMOUNT
Verde Northwest	Tree planting and community outreach	\$121,910
Frank Creative Workgroup	Graphic design and marketing	\$30,000
*Lara Media Services LLC	Community-specific messaging, marketing, and translation services	\$24,600
*Oregon Concrete Solutions LLC dba Sidewalk Solutions	Concrete removal	\$46,375
Watermelon Web Works LLC	Website and e-commerce development and maintenance	\$25,000
Barry R. Lavine	Tree database development and maintenance	\$25,000

\*M/W/ESB certified firm.

The subconsultant amounts shown above include \$70,975 for subcontracting to M/W/ESB certified firms, representing M/W/ESB participation of 1.2%.

The City will enforce all social equity contracting and Minority, Women and Emerging Small Business (M/W/ESB) subcontracting commitments submitted by the Consultant in its Proposal. For contracts valued \$50,000 or more, the Consultant shall submit a Monthly Subconsultant Payment and Utilization Report (MUR), made part of this contract by reference, reporting ALL subconsultants employed in the performance of this agreement. A copy of the Subconsultant Change Request Form can be found on Procurement Services' website under Contractor Resources.

### BUDGET

The project budget is attached hereto as Exhibit B.

### COMPENSATION

The maximum that the Consultant can be paid on this contract is the "not to exceed" amount indicated on page one of this contract. The "not to exceed" amount includes all payments to be made pursuant to this contract, including reimbursable expenses, if any. Nothing in this contract requires the City to pay for work that does not meet the Standard of Care or other requirements of the Contract. The actual amount to be paid Consultant may be less than that amount.

The Consultant is entitled to receive progress payments for its work pursuant to the Contract as provided in more detail below. The City will pay Consultant based on these invoices for acceptable work performed



and approved until the "not to exceed" amount is reached. Thereafter, Consultant must complete work based on the Contract without additional compensation unless there is a change to the scope of work.

Any estimate of the hours necessary to perform the work is not binding on the City. The Consultant remains responsible if the estimate proves to be incorrect. Exceeding the number of estimated hours of work does not impose any liability on the City for additional payment.

If work is completed before the "not to exceed" amount is reached, the Consultant's compensation will be based on the Consultant's bills previously submitted for acceptable work performed and approved.

#### **PAYMENT TERMS: Net 30 Days**

##### **Hourly Rates**

The billing rates shall not exceed those set forth in **Exhibit B Budget** attached hereto.

##### **Multiplier Policy**

The multiplier applied to salaries shall not exceed 3.1. The multiplier shall include the following non-reimbursable expenses: fringe benefits, payroll bonuses, autos and other defined perquisites, telecommunications, facsimile services, overhead expenses including but not limited to local and long distance telephone, parking, delivery/courier, general business and professional liability insurance, advertising costs, postage, internal copying, lease of office equipment, mileage and other local travel costs, information technology (including computer time and CAD services and other related highly specialized equipment), all other direct costs not identified as reimbursable, other indirect costs and profit.

##### **Material Costs**

There will be no markup on the cost of materials and supplies, including the cost of trees.

##### **Reimbursable Costs**

Any reimbursable costs will be specifically identified in the contract. Any reimbursable costs not specifically identified in the contract must be pre-authorized in writing by the City's project manager. Allowable costs will be reimbursed without markup.

##### **Deposit for Nursery Materials**

To ensure that nursery materials are available for the project, the City will pay the Consultant in advance for securing plant material from nurseries. The deposit shall be based on the estimated nursery invoices to the Consultant. The City will pay the Consultant for anticipated nursery expenses incurred by the Consultant, up to sixty (60) days in advance of actual invoicing from the nursery to the Consultant. Where the deposit for estimated nursery invoices exceeds actual amounts invoiced, the surplus will be applied to the next billing owed by the City to the Consultant for labor and services.

##### **Subconsultant Costs**

There will be no markup on subconsultant services under this contract.

##### **Adjustment of Labor Rates**

Annual adjustment of hourly rates will be considered by the City upon written request from the Consultant. Approval of a request for rate increases is solely within the City's discretion and under no circumstances is the City obligated to approve such a request.

Rate increases will be subject to the following limitations:

- No more than one increase shall be granted per contract year;
- Rate increases may not exceed the average inflation rate for the Portland Metropolitan Area for the previous calendar year as determined from the US Department of Labor statistics (CPI-W); and
- Rate increases shall not be retroactive.

Other than the impact of inflation as described above, hourly rates may not be increased.

##### **Progress Payments**

On or before the 15<sup>th</sup> of each month, the Consultant shall submit to the City's Project Manager an invoice for work performed by the Consultant during the preceding month. The invoice shall contain the City's

Contract Number and set out all items for payment including, but not limited to: the name of the individual, labor category, direct labor rate, hours worked during the period, and tasks performed. The Consultant shall also attach photocopies of claimed reimbursable expenses, if applicable. The Consultant shall stamp and approve all subconsultant invoices and note on the subconsultant invoice what they are approving as "billable" under the contract. The billing from the prime should clearly roll up labor and reimbursable costs for the prime and subconsultants – matching the subconsultant invoices. Prior to initial billing, the Consultant shall develop a billing format for approval by the City.

The City shall pay all amounts to which no dispute exists within 30 days of receipt of the invoice. Payment of any bill, however, does not preclude the City from later determining that an error in payment was made and from withholding the disputed sum from the next progress payment until the dispute is resolved.

The Consultant shall make full payment to its subconsultants within 10 business days following receipt of any payment made by the City to Consultant.

#### **ACH Payments**

It is the City's policy to pay its Consultant invoices via electronic funds transfers through the automated clearing house (ACH) network. To initiate payment of invoices, Consultants shall execute the City's standard ACH Vendor Payment Authorization Agreement.

Upon verification of the data provided, the Payment Authorization Agreement will authorize the City to deposit payment for services rendered directly into Consultant accounts with financial institutions. All payments shall be in United States currency.

# WORKERS' COMPENSATION INSURANCE STATEMENT

## IF YOUR FIRM HAS CURRENT WORKERS' COMPENSATION INSURANCE, CONSULTANT MUST SIGN HERE:

I, undersigned, am authorized to act on behalf of entity designated below, and I hereby certify that this entity has current Workers' Compensation Insurance.

Consultant Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Entity: \_\_\_\_\_

## IF YOUR FIRM DOES NOT HAVE CURRENT WORKERS' COMPENSATION INSURANCE, CONSULTANT MUST COMPLETE THE FOLLOWING INDEPENDENT CONTRACTOR CERTIFICATION STATEMENT:

As an independent contractor, I certify that I meet the following standards:

1. The individual or business entity providing labor or services is registered under ORS Chapter 701, if the individual or business entity provides labor or services for which such registration is required;
2. Federal and state income tax returns in the name of the business or a business Schedule C or form Schedule F as part of the personal income tax return were filed for the previous year if the individual or business entity performed labor or services as an independent contractor in the previous year; and
3. The individual or business entity represents to the public that the labor or services are to be provided by an independently established business. Except when an individual or business entity files a Schedule F as part of the personal income tax returns and the individual or business entity performs farm labor or services that are reportable on Schedule C, an individual or business entity is considered to be engaged in an independently established business when four or more of the following circumstances exist. Consultant: check four or more of the following:
  - \_\_\_\_\_ A. The labor or services are primarily carried out at a location that is separate from the residence of an individual who performs the labor or services, or are primarily carried out in a specific portion of the residence, which portion is set aside as the location of the business;
  - \_\_\_\_\_ B. Commercial advertising or business cards as is customary in operating similar businesses are purchased for the business, or the individual or business entity has a trade association membership;
  - \_\_\_\_\_ C. Telephone listing and service are used for the business that is separate from the personal residence listing and service used by an individual who performs the labor or services;
  - \_\_\_\_\_ D. Labor or services are performed only pursuant to written contracts;
  - \_\_\_\_\_ E. Labor or services are performed for two or more different persons within a period of one year; or
  - \_\_\_\_\_ F. The individual or business entity assumes financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.

\_\_\_\_\_  
Consultant Signature

\_\_\_\_\_  
Date

## FOR CITY USE ONLY

**PROJECT MANAGER-COMplete ONLY IF CONSULTANT DOES NOT HAVE WORKER'S COMPENSATION INSURANCE**  
ORS 670.600 Independent Contractor standards. As used in various provisions of ORS Chapters 316, 656, 657, and 701, an individual or business entity that performs labor or services for remuneration shall be considered to perform the labor or services as an "independent contractor" if the standards of this section are met. The contracted work meets the following standards:

1. The individual or business entity providing the labor or services is free from direction and control over the means and manner of providing the labor or services, subject only to the right of the person for whom the labor or services are provided to specify the desired results;
2. The individual or business entity providing labor or services is responsible for obtaining all assumed business registrations or professional occupation licenses required by state law or local government ordinances for the individual or business entity to conduct the business;
3. The individual or business entity providing labor or services furnishes the tools or equipment necessary for performance of the contracted labor or services;
4. The individual or business entity providing labor or services has the authority to hire and fire employees to perform the labor or services;
5. Payment for the labor or services is made upon completion of the performance of specific portions of the project or is made on the basis of an annual or periodic retainer.

\_\_\_\_\_  
City Project Manager Signature

\_\_\_\_\_  
Date

**CONSULTANT SIGNATURE:**

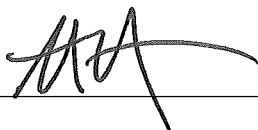
This contract may be signed in two (2) or more counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same Agreement.

The parties agree the City and Consultant may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

I, the undersigned, agree to perform work outlined in this contract in accordance to the STANDARD CONTRACT PROVISIONS, the terms and conditions, made part of this contract by reference, and the STATEMENT OF THE WORK made part of this contract by reference; hereby certify under penalty of perjury that I/my business am not/is not in violation of any Oregon tax laws; hereby certify that my business is certified as an Equal Employment Opportunity Affirmative Action Employer and is in compliance with the Equal Benefits Program as prescribed by Chapter 3.100 of Code of the City of Portland; and hereby certify I am an independent contractor as defined in ORS 670.600.

**FRIENDS OF TREES**

BY: \_\_\_\_\_

Date: 05/06/16Name: SCOTT FOGARTYTitle: EXECUTIVE DIRECTOR

CONTRACT NUMBER: \_\_\_\_\_

CONTRACT TITLE: Community Tree Education, Planting and Establishment

## CITY OF PORTLAND SIGNATURES:

By: n/a Date: \_\_\_\_\_  
Bureau Director

By: n/a Date: \_\_\_\_\_  
Chief Procurement Officer

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Elected Official

Approved:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Office of City Auditor

Approved as to Form:

By: CITY ATTORNEY Date: \_\_\_\_\_  
Office of City Attorney

APPROVED AS TO FORM  


Date: 5/6/16

**EXHIBIT A**  
**Community Tree Education, Planting, and Establishment**  
**Report Requirements**

**Monthly Progress Report and Invoice**

Submit monthly invoice, report, and supporting documents electronically as practicable  
 Report will include:

1. Project Identification Information;
2. Project Status Summary;
3. Work Accomplished During the Last Month (by task), including:
  - a. summary of total trees planted by program area and location (i.e., neighborhood street trees, commercial/industrial street trees, neighborhood yard trees, ODOT ROW street and yard trees, and others as needed) when applicable;
  - b. summary of total trees pruned, including pruning project name/neighborhood and date, street address adjacent to tree, tree species and variety (where applicable), frontage location of tree, types and degree of pruning, and pruning notes;
  - c. canvassing metrics, including hours spent, properties visited, and signups achieved by canvasser;
4. Work Planned for the Next Month (by task);
5. Problems, Alternative Solutions, Impacts, Recommendations, and Actions Needed, When and by Whom;
6. Budget Summary (Planned, Expended, Completed);
7. Proposed Corrective Action to Work Plan to Maintain Budget and Schedule;
8. Updated Total Project Budget Forecast;
9. Invoice, Including Supplemental Task-Based Level of Effort; and
10. Monthly Subconsultant Payment and Utilization Report.

**Monthly Summary Report**

Submit monthly inspection and planting data via Google doc by the fifth of the month  
 Report will include:

1. Total number of street trees planted; and
2. Total number of addresses at which the trees were planted.

**Monthly Detailed Planting Report**

Submit monthly detailed planting report by the 7<sup>th</sup> of each month in editable electronic spreadsheet for all trees planted during the previous month including each of the attributes listed in the table below.  
 Report will include:

Attribute	Explanation	Data Format	Pick List	Example	Notes
Inspector	initials of BES staff who did the planting inspection	initials	N/A	MD	
Contractor	name of contractor who planted the tree	text	N/A	FOT	
Site Address	street address of adjacent property	text	N/A	1234 SE Main St.	

Attribute	Explanation	Data Format	Pick List	Example	Notes
Tree location/ Frontage	name of frontage where the tree was planted	text	N/A	SE Main St.	
Site Type	description of the type of planting space	Text	Curb no sidewalk (CNS) Curbtight (CT) Cutout (C) Median (M) No curb no sidewalk (NCNS) Other (O) Strip (S) Swale (SW)	S	Trees planted behind the sidewalk are an example of 'CT'.
Planting strip width	width of the planting strip to 0.1 ft.	x.x	N/A	8.6	
Strip code / Tree planting list	assigned planting list based on strip width with affiliated planting strip code	text	(A) 2.5 ft – 3 ft (B) 3 ft. – 4 ft. (C) 4 ft. – 6 ft. w/o HV (D) 4 ft. – 6 ft with HV (E) 6 – 8 ft. w/o HV (F) >6 ft. with HV (G) >8.5 ft. w/o wires (H) same as FU (I) same as GU (J) same as CC (K) same as CD (L) 'E' with 'other' wires (M) 'G' with 'other' wires (N) 'I' with 'other' wires	H	Letter codes A-N correspond with which planting list the tree is selected from.
Wires	presence/absence and types of overhead wires	text	a. none (N) b. other (O) c. high voltage (HV)	N	
Neighborhood	Portland neighborhood in which the tree was planted	Text	NA	Kerns	
Low canopy	neighborhood with low canopy cover as defined by UF	text	a. Yes (Y) b. No (N)	Y	'low canopy' neighborhoods are defined in UF street tree planting permit, Appendix C
Low income	neighborhood considered low income as defined by UF	text	a. Yes (Y) b. No (N)	Y	'low income' neighborhoods are defined in UF street tree planting permit, Appendix D
Botanical name	Latin name of tree	text	N/A	Quercus garryana	
Common name	common name of tree	text	N/A	Oregon white oak	

Attribute	Explanation	Data Format	Pick List	Example	Notes
Family	family of tree planted	text	N/A	Fagaceae	
Genus	genus of tree planted	text	N/A	Quercus	
Species	species of tree planted	text	N/A	Garryana	
Cultivar	cultivar name of tree planted, as applicable	Text	N/A	N/A	
Native	whether or not tree species is native to Portland per Portland Plant List	text	a. Yes (Y) b. No (N)	Y	
Evergreen	whether or not tree species is evergreen	text	a. Yes (Y) b. No (N)	N	Evergreen tree defined in UF street tree planting permit, Appendix A
Mature canopy size	mature tree canopy size	text	a. Small (S) b. Medium (M) c. Large (L)	L	mature canopy size defined in UF street tree planting permit, Appendix A
Date planted	the date the tree was planted	dd/mm/yyyy	N/A	03/20/2014	If the exact date is unknown, default to the first of the month during which the tree was planted (e.g., 03/01/2014)
RB required	whether a root barrier was required as a condition of planting	text	a. Yes (Y) b. No (N)	N	include a note in the 'root barrier notes' field if a root barrier should have been installed but wasn't documenting the reason
RB installed	whether a root barrier was installed at the location	text	a. Yes (Y) b. No (N)	N	identifies that a root barrier was installed
RB notes	notes associated with root barrier	text	N/A	N/A	
Notes	notes associated with the record	text	N/A	N/A	As needed, use this notes field to clarify any item needing clarification

### **Annual Report**

Submit electronically by July 1 each year summarizing overall level of effort and accomplishments of the previous year

Report will include:



1. Total trees planted by program area and planting location (i.e., neighborhood street trees, commercial/industrial street trees, neighborhood yard trees, ODOT ROW street and yard trees, and others as needed);
  - a. Report all street trees in an electronic, editable spreadsheet along with the attributes listed in the Monthly Detailed Planting Report table;
2. Total trees pruned, including pruning project name/neighborhood and date, street address adjacent to tree, tree species and variety (where applicable), frontage location of tree, types and degree of pruning, and pruning notes;
3. Summary of canvassing metrics, including hours spent, properties visited, and signups achieved by canvasser;
4. Number of trees planted using FOT volunteer model, and number of trees planted using subcontractor Verde;
5. Total materials and services billed to this contract;

#### **Annual Monitoring Report**

Submit electronically by October 31 each year

Report will include:

1. An electronic, editable spreadsheet containing tree monitoring, survivorship, and condition data on a per-tree basis for street trees planted during the previous planting season;
2. Summary of condition and mortality of trees planted during the previous planting season;
3. Summary of condition and mortality of trees planted the previous planting season (Tier II);
4. Summary of annual condition and mortality of trees planted during the 2009-2010 planting season (Tier Omega); and
5. Analysis of trends in mortality and condition with recommendations for adaptive program management.

#### **Annual Friends of Trees Program Data Report**

Submit electronically by October 31 each year describing Friends of Trees Neighborhood Trees program data from the previous year

Report will include:

1. Number and value of volunteer hours in support of trees planted;
2. Value of private and foundation contributions in support of trees planted;
3. Value of other governmental and quasi-public institution contributions, itemized; and
4. Most recent Friends of Trees' Annual Report.

**EXHIBIT B**  
**Community Tree Education, Planting, and Establishment**  
**Project Budget**

2016-2017				2017-2018		2018-2019		2019-2020		2020-2021		2021-2022	
<b>Trees</b>													
Volunteer-planted street trees	1945			2040		2040		2040		2040			
Contractor-planted street trees	155			170		170		170		170			
Residential yard trees	200			200		200		200		200			
Street Trees Pruned	1200			1300		1400		1500		1600			
	Street Trees Planted	2100		2210		2210		2210		2210		0	
	Yard Trees Planted	200		200		200		200		200		0	
	Total Trees Planted	2300		2410		2410		2410		2410		0	
	Total Trees Pruned	1200		1300		1400		1500		1600		0	
<b>Task 1 - Outreach and canvassing</b>													
<i>Staff</i>	<i>Rate</i>	<i>Hours</i>	<i>Cost</i>	<i>Hours</i>	<i>Cost</i>	<i>Hours</i>	<i>Cost</i>	<i>Hours</i>	<i>Cost</i>	<i>Hours</i>	<i>Cost</i>	<i>Hours</i>	<i>Cost</i>
Whitney Dorer (Deputy Director)	\$ 84.71	10	\$ 847	10	\$ 847	10	\$ 847	10	\$ 847	10	\$ 847	0	\$ -
Erica Timm (NT Manager)	\$ 61.18	110	\$ 6,730	110	\$ 6,730	100	\$ 6,118	100	\$ 6,118	100	\$ 6,118	0	\$ -
Ian Bonham (NT Specialist)	\$ 53.34	360	\$ 19,202	380	\$ 20,269	380	\$ 20,269	380	\$ 20,269	380	\$ 20,269	0	\$ -
Litzy Venturi (NT Specialist)	\$ 46.19	140	\$ 6,467	140	\$ 6,467	140	\$ 6,467	140	\$ 6,467	140	\$ 6,467	0	\$ -
Gustavo Rojas (NT Assistant/Sales #1)	\$ 51.64	75	\$ 3,873	75	\$ 3,873	75	\$ 3,873	75	\$ 3,873	75	\$ 3,873	0	\$ -
Canvasser #1	\$ 17.00	350	\$ 5,950	350	\$ 5,950	350	\$ 5,950	350	\$ 5,950	350	\$ 5,950	0	\$ -
Canvasser #2	\$ 17.00	350	\$ 5,950	350	\$ 5,950	350	\$ 5,950	350	\$ 5,950	350	\$ 5,950	0	\$ -
Canvasser #3	\$ 17.00	350	\$ 5,950	350	\$ 5,950	350	\$ 5,950	350	\$ 5,950	350	\$ 5,950	0	\$ -
Canvasser #4	\$ 17.00	350	\$ 5,950	350	\$ 5,950	350	\$ 5,950	350	\$ 5,950	350	\$ 5,950	0	\$ -
Canvasser #5	\$ 17.00	350	\$ 5,950	350	\$ 5,950	350	\$ 5,950	350	\$ 5,950	350	\$ 5,950	0	\$ -
Canvasser #6	\$ 17.00	250	\$ 4,250	250	\$ 4,250	250	\$ 4,250	250	\$ 4,250	250	\$ 4,250	0	\$ -
Canvasser #7	\$ 17.00	250	\$ 4,250	250	\$ 4,250	250	\$ 4,250	250	\$ 4,250	250	\$ 4,250	0	\$ -
Canvasser #8	\$ 17.00	250	\$ 4,250	250	\$ 4,250	250	\$ 4,250	250	\$ 4,250	250	\$ 4,250	0	\$ -
Canvasser #9	\$ 17.00	200	\$ 3,400	200	\$ 3,400	200	\$ 3,400	200	\$ 3,400	200	\$ 3,400	0	\$ -
Canvasser #10	\$ 17.00	200	\$ 3,400	200	\$ 3,400	200	\$ 3,400	200	\$ 3,400	200	\$ 3,400	0	\$ -
Canvasser #11	\$ 17.00	200	\$ 3,400	200	\$ 3,400	200	\$ 3,400	200	\$ 3,400	200	\$ 3,400	0	\$ -
Canvasser #12	\$ 17.00	200	\$ 3,400	200	\$ 3,400	200	\$ 3,400	200	\$ 3,400	200	\$ 3,400	0	\$ -
<i>Contractors</i>													
Lara Media			\$ 5,000		\$ 2,000		\$ 2,000		\$ 2,000		\$ 2,600		\$ -
Frank Creative			\$ 5,000		\$ 10,000		\$ 10,000		\$ 5,000				
<i>Materials</i>													
Education (yard signs, door hangers, postcards)			\$ 6,000		\$ 8,000		\$ 7,000		\$ 8,000		\$ 8,000		\$ -
Task 1 Subtotal			\$ 109,219		\$ 114,286		\$ 112,674		\$ 108,674		\$ 104,274		\$ -
<b>Task 2 - Partnering with underserved communities</b>													
<i>Staff</i>	<i>Rate</i>	<i>Hours</i>	<i>Cost</i>	<i>Hours</i>	<i>Cost</i>	<i>Hours</i>	<i>Cost</i>	<i>Hours</i>	<i>Cost</i>	<i>Hours</i>	<i>Cost</i>	<i>Hours</i>	<i>Cost</i>
Scott Fogarty (Executive Director)	\$ 106.67	10	\$ 1,067	15	\$ 1,600	15	\$ 1,600	15	\$ 1,600	15	\$ 1,600	0	\$ -
Whitney Dorer (Deputy Director)	\$ 84.71	15	\$ 1,271	20	\$ 1,694	20	\$ 1,694	20	\$ 1,694	20	\$ 1,694	0	\$ -
Erica Timm (NT Manager)	\$ 61.18	25	\$ 1,530	45	\$ 2,753	45	\$ 2,753	45	\$ 2,753	45	\$ 2,753	0	\$ -
Andrew Land (Sr. NT Specialist)	\$ 55.46	15	\$ 832	20	\$ 1,109	20	\$ 1,109	20	\$ 1,109	20	\$ 1,109	0	\$ -
Jesse Batty (Sr. NT Specialist)	\$ 55.46	15	\$ 832	20	\$ 1,109	20	\$ 1,109	20	\$ 1,109	20	\$ 1,109	0	\$ -
Susie Peterson (Sr. NT Specialist/Contract Admin.)	\$ 55.46	15	\$ 832	20	\$ 1,109	20	\$ 1,109	20	\$ 1,109	20	\$ 1,109	0	\$ -
Ian Bonham (NT Specialist)	\$ 53.34	15	\$ 800	20	\$ 1,067	20	\$ 1,067	20	\$ 1,067	20	\$ 1,067	0	\$ -
Gustavo Rojas (NT Assistant/Sales #1)	\$ 51.64	15	\$ 775	20	\$ 1,033	20	\$ 1,033	20	\$ 1,033	20	\$ 1,033	0	\$ -
Litzy Venturi (NT Specialist)	\$ 46.19	10	\$ 462	15	\$ 693	15	\$ 693	15	\$ 693	15	\$ 693	0	\$ -
<i>Contractors</i>													
Lara Media			\$ 3,000		\$ 2,000		\$ 2,000		\$ 2,000		\$ 2,000		\$ -
Community Benefit Organization (CBO) Partnerships			\$ 40,600		\$ 68,030		\$ 68,030		\$ 68,030		\$ 68,030		\$ -
Task 2 Subtotal			\$ 51,999		\$ 82,197		\$ 82,197		\$ 82,197		\$ 82,197		\$ -
<b>Task 3 - Organizing community tree planting events</b>													
<i>Staff</i>	<i>Rate</i>	<i>Hours</i>	<i>Cost</i>	<i>Hours</i>	<i>Cost</i>	<i>Hours</i>	<i>Cost</i>	<i>Hours</i>	<i>Cost</i>	<i>Hours</i>	<i>Cost</i>	<i>Hours</i>	<i>Cost</i>
Scott Fogarty (Executive Director)	\$ 106.67	10	\$ 1,067	10	\$ 1,067	10	\$ 1,067	10	\$ 1,067	10	\$ 1,067	0	\$ -
Whitney Dorer (Deputy Director)	\$ 84.71	55	\$ 4,659	55	\$ 4,659	55	\$ 4,659	55	\$ 4,659	55	\$ 4,659	0	\$ -
Erica Timm (NT Manager)	\$ 61.18	1030	\$ 63,015	1030	\$ 63,015	1018	\$ 62,281	1018	\$ 62,281	1018	\$ 62,281	0	\$ -
Andrew Land (Sr. NT Specialist)	\$ 55.46	1185	\$ 65,720	1185	\$ 65,720	1180	\$ 65,443	1180	\$ 65,443	1181	\$ 65,498	0	\$ -
Jesse Batty (Sr. NT Specialist)	\$ 55.46	975	\$ 54,074	975	\$ 54,074	975	\$ 54,074	975	\$ 54,074	975	\$ 54,074	0	\$ -
Susie Peterson (Sr. NT Specialist/Contract Admin.)	\$ 55.46	775	\$ 42,982	775	\$ 42,982	775	\$ 42,982	775	\$ 42,982	775	\$ 42,982	0	\$ -
Ian Bonham (NT Specialist)	\$ 53.34	1075	\$ 57,341	1075	\$ 57,341	1075	\$ 57,341	1075	\$ 57,341	1075	\$ 57,341	0	\$ -
Gustavo Rojas (NT Assistant/Sales #1)	\$ 51.64	1725	\$ 89,079	1725	\$ 89,079	1725	\$ 89,079	1725	\$ 89,079	1725	\$ 89,079	0	\$ -

Haley Miller (Program Specialist)	\$	49.18	350	\$	17,213	350	\$	17,213	350	\$	17,213	350	\$	17,213	350	\$	17,213	0	\$	-
Litzy Venturi (NT Specialist)	\$	46.19	1175	\$	54,273	1175	\$	54,273	1175	\$	54,273	1175	\$	54,273	1175	\$	54,273	0	\$	-
Manuel Ku (Landscape Contractor)	\$	43.40	1000	\$	43,400	1000	\$	43,400	1000	\$	43,400	1000	\$	43,400	1000	\$	43,400	0	\$	-
Jenny Bedell-Stiles (Volunteer & Outreach)	\$	56.46	900	\$	50,814	900	\$	50,814	900	\$	50,814	900	\$	50,814	900	\$	50,814	0	\$	-
Randi Orth (Volunteer & Outreach)	\$	51.43	700	\$	36,001	700	\$	36,001	700	\$	36,001	700	\$	36,001	700	\$	36,001	0	\$	-
Carey Lawry (Volunteer & Outreach Assistant)	\$	51.64	300	\$	15,492	300	\$	15,492	300	\$	15,492	300	\$	15,492	300	\$	15,492	0	\$	-
Contractors																				
Landscape Contractor (Verde)	\$	130.00	155	\$	20,150	170	\$	22,100	170	\$	22,100	170	\$	22,100	170	\$	22,100	0	\$	-
Landscape Contractor Root Barrier Installation (Verde)	\$	32.00	78	\$	2,480	85	\$	2,720	85	\$	2,720	85	\$	2,720	85	\$	2,720	0	\$	-
Hole Digging Contractor	\$	4.55	1000	\$	4,550	1100	\$	5,005	1100	\$	5,005	1100	\$	5,005	1100	\$	5,005	0	\$	-
Materials																				
Trees	\$	80.00	2300	\$	184,000	2410	\$	192,800	2410	\$	192,800	2410	\$	192,800	2410	\$	192,800	0	\$	-
Tree stakes	\$	2.30	2300	\$	5,290	2410	\$	5,543	2410	\$	5,543	2410	\$	5,543	2410	\$	5,543	0	\$	-
Tree tags	\$	1.20	2300	\$	2,760	2410	\$	2,892	2410	\$	2,892	2410	\$	2,892	2410	\$	2,892	0	\$	-
Root Barrier Materials	\$	6.00	1050	\$	6,300	1105	\$	6,630	1105	\$	6,630	1105	\$	6,630	1105	\$	6,630	0	\$	-
Transportation and Delivery				\$	2,500		\$	2,500		\$	2,500		\$	2,500		\$	2,500	\$		-
Volunteer recruitment, training and supplies				\$	2,000		\$	2,000		\$	2,000		\$	2,000		\$	2,000	\$		-
Concrete Cuts	\$	175.00	50	\$	8,750	55	\$	9,625	55	\$	9,625	55	\$	9,625	50	\$	8,750	0	\$	-
Task 3 Subtotal				\$	833,909		\$	846,944		\$	845,933		\$	845,933		\$	845,113		\$	-
Task 4 - Organizing community pruning events																				
Staff	Rate		Hours	Cost		Hours	Cost		Hours	Cost		Hours	Cost		Hours	Cost		Hours	Cost	
Whitney Dorer (Deputy Director)	\$	84.71	10	\$	847	10	\$	847	5	\$	424	5	\$	424	5	\$	424	0	\$	-
Erica Timm (NT Manager)	\$	61.18	20	\$	1,224	20	\$	1,224	20	\$	1,224	15	\$	918	15	\$	918	0	\$	-
Andrew Land (Sr. NT Specialist)	\$	55.46	190	\$	10,537	200	\$	11,092	220	\$	12,201	240	\$	13,310	260	\$	14,420	0	\$	-
Jesse Batty (Sr. NT Specialist)	\$	55.46	190	\$	10,537	200	\$	11,092	220	\$	12,201	240	\$	13,310	260	\$	14,420	0	\$	-
Litzy Venturi (NT Specialist)	\$	46.19	100	\$	4,619	120	\$	5,543	140	\$	6,467	160	\$	7,390	180	\$	8,314	0	\$	-
Jenny Bedell-Stiles (Volunteer & Outreach)	\$	56.46	60	\$	3,388	60	\$	3,388	70	\$	3,952	80	\$	4,517	90	\$	5,081	0	\$	-
Randi Orth (Volunteer & Outreach)	\$	51.43	60	\$	3,086	60	\$	3,086	70	\$	3,600	80	\$	4,114	90	\$	4,629	0	\$	-
Materials																				
Tree tags & labels				\$	250		\$	300		\$	350		\$	400		\$	450		\$	-
Volunteer recruitment, training and supplies				\$	840		\$	828		\$	881		\$	916		\$	970		\$	-
Task 4 Subtotal				\$	35,328		\$	37,399		\$	41,299		\$	45,299		\$	49,625		\$	-
Task 5 - Monitoring newly planted trees																				
Staff	Rate		Hours	Cost		Hours	Cost		Hours	Cost		Hours	Cost		Hours	Cost		Hours	Cost	
Andrew Land (Sr. NT Specialist)	\$	55.46	80	\$	4,437	160	\$	8,874	160	\$	8,874	160	\$	8,874	160	\$	8,874	55	\$	3,050
Jesse Batty (Sr. NT Specialist)	\$	55.46	80	\$	4,437	155	\$	8,596	155	\$	8,596	155	\$	8,596	155	\$	8,596	55	\$	3,050
Susie Peterson (Sr. NT Specialist/Contract Admin.)	\$	55.46	80	\$	4,437	155	\$	8,596	155	\$	8,596	155	\$	8,596	155	\$	8,596	55	\$	3,050
Haley Miller (Program Specialist)	\$	49.18	50	\$	2,459	80	\$	3,934	80	\$	3,934	80	\$	3,934	80	\$	3,934	50	\$	2,459
Litzy Venturi (NT Specialist)	\$	46.19	50	\$	2,310	80	\$	3,695	80	\$	3,695	80	\$	3,695	80	\$	3,695	50	\$	2,310
Manuel Ku (Landscape Contractor)	\$	43.40	225	\$	9,765	450	\$	19,530	450	\$	19,530	450	\$	19,530	450	\$	19,530	284	\$	12,326
Jenny Bedell-Stiles (Volunteer & Outreach)	\$	56.46	15	\$	847	15	\$	847	15	\$	847	15	\$	847	15	\$	847		\$	-
Randi Orth (Volunteer & Outreach)	\$	51.43	20	\$	1,029	20	\$	1,029	20	\$	1,029	20	\$	1,029	20	\$	1,029		\$	-
Task 5 Subtotal				\$	29,719		\$	53,226		\$	53,226		\$	53,226		\$	53,226		\$	26,245
Task 6 - Managing program data, reporting on program activities and administering contract																				
Staff	Rate		Hours	Cost		Hours	Cost		Hours	Cost		Hours	Cost		Hours	Cost		Hours	Cost	
Scott Fogarty (Executive Director)	\$	106.67	40	\$	4,267	40	\$	4,267	32	\$	3,413	32	\$	3,413	38	\$	4,053	0	\$	-
Whitney Dorer (Deputy Director)	\$	84.71	40	\$	3,388	40	\$	3,388	35	\$	2,965	35	\$	2,965	38	\$	3,219	0	\$	-
Erica Timm (NT Manager)	\$	61.18	40	\$	2,447	40	\$	2,447	40	\$	2,447	40	\$	2,447	40	\$	2,447	0	\$	-
Susie Peterson (Sr. NT Specialist/Contract Admin.)	\$	55.46	500	\$	27,730	500	\$	27,730	500	\$	27,730	500	\$	27,730	500	\$	27,730	20	\$	1,109
Mary Harrell (Office Manager)	\$	64.31	40	\$	2,572	40	\$	2,572	40	\$	2,572	40	\$	2,572	40	\$	2,572	0	\$	-
Carey Lawry (Volunteer & Outreach Assistant)	\$	51.64	25	\$	1,291	25	\$	1,291	25	\$	1,291	25	\$	1,291	25	\$	1,291	0	\$	-
Contractors																				
Online ordering system / database maintenance				\$	10,000		\$	10,000		\$	10,000		\$	10,000		\$	10,000		\$	-
Task 6 Subtotal				\$	51,696		\$	51,696		\$	50,419		\$	50,419		\$	51,313		\$	1,109
Total				\$	1,111,870		\$	1,185,748		\$	1,185,748		\$	1,185,748		\$	1,185,748		\$	27,354

Total Contract Amount: \$ 5,882,216