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Clackamas County
www.clackamas.us



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

September 10, 2026

BCC Agenda Item: _____

Board of County Commissioners
Clackamas County

Approval of a Goods and Services Contract #1868 with Pacific Landscape Services, Inc. for Landscape Services. Total Contract Value \$1,463,880 for 5 years. Funding through County Road Funds. No County General Funds are involved.

Previous Board Action/Review: None

Performance Clackamas: Strong Infrastructure

Counsel Review: Yes

Procurement Review: Yes

Contact Person: Ricardo Muñoz Sandoval

Contact Phone: 503-650-3253

EXECUTIVE SUMMARY: The Transportation Maintenance Division manages six (6) different zones that have landscaping needs: Sunnyside Rd, Sunnybrook Rd, 172nd Ave, Bob Schumacher Rd, Stafford Rd @ Borland Rd, and 212/224 92nd Ave to 135th Rd. The work area is 19.8 acres, or 810,597 sq ft. This contract will include, but not be limited to: weed control, pruning & tree maintenance, removal of visual obstructions and dead plants, raking out, shrub trimming, and cleaning and clearing sidewalks. Yearly maintenance is required to ensure safety throughout the County's rights-of-way.

PROCUREMENT PROCESS: This project was advertised in accordance with ORS and LCRB Rules on April 19, 2026. Proposals were opened on May 20, 2026. The County received four (4) Proposals from Crystal Greens, GT Landscape Solutions, Pac Green Landscape Services, and Pacific Landscape Services. An evaluation committee of three employees from the Department of Transportation and Development (DTD) scored Pacific Landscape Services the highest.

RECOMMENDATION: Staff respectfully recommends the Board approve this good services contract #1868 for Landscape Services with Pacific Landscape Services, Inc.

Respectfully submitted,

Dan Johnson

Dan Johnson, Director
Department of Transportation &
Development

For Filing Use Only



**CLACKAMAS COUNTY
GOODS AND SERVICES CONTRACT
Contract #0000001868**

This Goods and Services Contract (this "Contract") is entered into between **Pacific Landscape Services, Inc. I** ("Contractor"), and Clackamas County, a political subdivision of the State of Oregon ("County"), acting by and through its Department of Transportation and Development, for the purposes of providing Landscaping Services.

ARTICLE I.

- 1. Effective Date and Duration.** This Contract shall become effective upon signature of both parties and shall remain in effect until **June 30, 2031**, or until completion of all obligations provided herein, whichever is later.
- 2. Scope of Work.** The Contractor shall provide the goods and services identified in Exhibit A (the "Work"), attached hereto and incorporated by reference herein. Work shall be performed in accordance with a schedule approved by the County.
- 3. Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **One Million Two Hundred Twenty Thousand Six Hundred Twenty-Five Dollars (\$1,220,625.00)**. In Addition to the scoped Work, the Contract will include additional On-Call Work. The On-Call Work total maximum compensation shall not exceed **\$243,255.00** for the entire term of the Contract. The maximum amount County may pay Contractor, from available and authorized funds, for performing the Work during the entire five (5) year term of the Contract shall not exceed **One Million Four Hundred Sixty-Three Thousand Eight Hundred Eighty Dollars (\$1,463,880.00)**. Consideration rates are on a time and materials basis in accordance with the rates and costs specified in Exhibit B. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit B.
- 4. Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made to Contractor within forty-five (45) days following the County's review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment. Payment information will be reported to the Internal Revenue Service ("IRS") under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

Invoices shall reference the above Contract Number and be submitted to:
DTD-TM-Invoice@Clackamas.us

5. **Travel Expense Reimbursement.** Authorized: ☐ Yes ☒ No

If travel expense reimbursement is authorized in this Contract, such expenses shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference, in effect at the time of the expense is incurred.

6. **Contract Documents.** This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A, and Exhibit B.

7. **Contractor and County Contacts.**

Contractor Administrator: Derek Burres Phone: 360-798-1713 Email: Derek@pacificlandscapeservices.com	County Contract Administrator: Ricardo Sandoval Phone: 503-650-3253 Email: RSandoval@clackamas.us
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ARTICLE II.

1. **Access to Records.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
2. **Availability of Funds.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the County in its sole administrative discretion.
3. **Captions.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
4. **Compliance with Applicable Law.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
5. **Governing Law.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.
6. **Hazard Communication.** Contractor shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed, which includes any hazardous,

toxic, or dangerous substance, waste, or material that is the subject of environmental protection legal requirements or that becomes regulated under any applicable local, state or federal law, including but not limited to the items listed in the United States Department of Transportation Hazardous Materials Table (49 CFR §172.101) or designated as hazardous substances by Oregon Administrative Rules, Chapter 837, or the United States Environmental Protection Agency (40 CFR Part 302), and any amendments thereto. Upon County's request, Contractor shall immediately provide Safety Data Sheets for the products subject to this provision.

7. **Responsibility for Damages; Indemnity.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify and defend the County, and its officers, elected officials, agents, and employees, from and against all claims, actions, losses, liabilities, including reasonable attorney and accounting fees, and all expenses incidental to the investigation and defense thereof, arising out of or based upon Contractor's acts or omissions in performing under this Contract.

However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County, purport to act as legal representative of County, or settle any claim on behalf of County, without the approval of the Clackamas County Counsel's Office. County may assume its own defense and settlement at its election and expense.

8. **Independent Contractor Status.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.

9. **Insurance.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. The insurance requirement outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or procurement@clackamas.us.

Required - Workers Compensation: Contractor shall comply with the statutory workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126.
☒ Required – Commercial General Liability: Combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
☐ Required – Professional Liability: Combined single limit, or the equivalent, of not less than \$1,000,000 per claim, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.

☒ Required – Automobile Liability: Combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage.
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The policies shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it. Any obligation that County agree to a waiver of subrogation is hereby stricken.

10. Limitation of Liabilities. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 14 or Section 21, neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.

11. Notices. Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or procurement@clackamas.us. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.

12. Reserved.

13. Representations of Warranties. Contractor represents and warrants the following:

- A. Contractor has the power and authority to enter into and perform this Contract;
- B. This Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;
- C. Contractor shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work;
- D. Contractor is an independent contractor as defined in ORS 670.600.

If providing goods, all goods provided by Contractor under this Contract shall meet all standards and specifications set forth in Exhibit A, that the goods shall be merchantable, and shall be fit for County's intended use, described in Exhibit A. As necessary, the County agrees to provide Contractor reasonable access to the goods for purposes of repair or replacement under this warranty. Failure of Contractor to promptly correct problems pursuant to this warranty shall be deemed a material breach of this Contract.

- E. If providing services, the services provided by Contractor under this Contract will be performed in a workmanlike manner and in accordance with the highest professional standards.

The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

14. Delivery and Inspections.

- A. All deliveries shall be F.O.B. destination with all transportation and handing charges paid by the Contractor, unless specified otherwise in this Contract. Responsibility and liability for loss or

damage shall remain with the Contractor until final inspection and acceptance, when responsibility shall pass to the County except as to latent defects, fraud and Contractor's warranty obligations.

B. Goods furnished under this Contract will be subject to inspection and test by the County at times and places determined by the County in its sole discretion. If the County finds the goods furnished to be incomplete or not in compliance with the Contract, the County, in its sole discretion, may either reject the goods, require Contractor to correct any defects without charge, or negotiate with Contractor to sell the goods to the County at a reduced price. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by the County, the County may reject the goods, terminate the Contract, and pursue any and all rights and remedies available to County at law, in equity, or under this Contract. Nothing in this paragraph shall in any way affect or limit the County's rights as a buyer, including the rights and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080.

15. Survival All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 5, 6, 7, 10, 12, 13, 15, 16, 17, 18, 21, 22, 23, 27, and 31, and all other terms and conditions which by their context are intended to survive termination of this Contract.

16. Severability. 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.

17. Subcontractors and Assignments. Contractor shall not enter into any subcontracts for any of the work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this section and Article II, Sections 1, 7, 8, 13, 22, and 31, as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

18. 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 authorized successors and assigns.

19. Tax Compliance and Certifications. The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.

20. Termination. This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the County (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; or (B) if Contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.

Upon receipt of written notice of termination from the County, Contractor shall immediately stop

performance of the Work. Upon termination of this Contract, Contractor shall deliver to County all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.

- 21. Remedies.** If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it at law, in equity, or under this Contract including, but not limited to, any remedy available under ORS Chapter 72. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the County, less any setoff to which the County is entitled.
- 22. No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.
- 23. No Third Party Beneficiaries.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 24. Time is of the Essence.** Contractor agrees that time is of the essence in the performance of this Contract.
- 25. Foreign Contractor.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 26. Force Majeure.** Neither County nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 27. Waiver.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
- 28. Public Contracting Requirements.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:
 - a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
 - c. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
 - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 - e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material

element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.

- f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.

29. Reserved.

30. Reserved.

31. Merger. This Contract constitutes the entire agreement between the parties with respect to the subject matter referenced herein. There are no understanding, agreements, or representations, oral or written, not specified herein regarding this Contract. Contractor, by the signature hereto of its authorized representative, acknowledges having read and understood this contract and Contractor agrees to be bound by its terms and conditions.

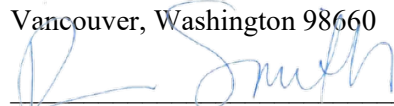
32. Execution and Counterparts. This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.

33. Amendment. This Contract may only be modified in writing signed by the parties.

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

Pacific Landscape Services, Inc. I
2200 Roosevelt Ave
Vancouver, Washington 98660

Clackamas County



Authorized Signature Date

Signature Date

Dina Smith, Owner and President
Name / Title (Printed)

Name: _____

Title: _____

1512150-93
Oregon Business Registry #

Approved for Legal Sufficiency:

DBC/Oregon
Entity Type / State of Formation


8/10/2026
County Counsel Date

EXHIBIT A

Scope of Work

BACKGROUND

The Transportation Maintenance Division manages six (6) different zones that have landscaping needs. The zones are outlined in the Landscaping Contract Zone, attached and hereby incorporated by reference. The work areas are next to major roadways and will often require traffic control during work times. All work shall be performed in compliance with the State of Oregon and local jurisdiction requirements and industry best management practices.

SCOPE OF WORK

The Contractor's work shall include furnishing all materials, tools, supplies, fertilizers, pesticides, post-and pre-emergent labor, equipment, and vehicles necessary to provide landscape maintenance and temporary traffic control in Transportation Maintenance Right of Way ("ROW") contract areas and maps identified in the Landscaping Contract Zone. The Contractor's duties include, but are not limited to, tree, shrub, and plant maintenance. Included in the scope of work is providing weed and pest control in landscape areas. All specifications apply except where expressly noted otherwise.

All work shall be performed during daylight hours Monday through Friday, excluding holidays; they shall coordinate with the Transportation Maintenance Supervisor, or designee. No work shall be performed on weekends or the specified holidays without prior approval of the Transportation Maintenance Supervisor, or designee.

The Contractor shall maintain a safe work site for employees and the public. The Contractor's Employees shall always wear an American National Standards Institute ("ANSI") class two or better safety vest or garment and all appropriate Personal Protection Equipment ("PPE") while working in the ROW. High visibility work zone safety apparel shall meet the "acceptable" rating as defined by the evaluation guide in quality guidelines for temporary traffic control devices and features published by the American traffic safety service association.

The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and indicate to the due and lawful protection of the work.

CONTRACTOR COMPLIANCE/EXPECTED OUTCOME

The Contractor shall be considered in compliance with the contract if, after inspection, all of the following have been completed by the Contractor:

- Trees, shrubs, and/or ground covers are pruned in an acceptable and uniform manner, i.e., no improper stubs, ripped or torn bark, uniformly trimmed vegetation, etc.
- Proper pruning to ensure that no damage is made to trees and shrubs
- Weeds and grasses have been treated and removed.
- All sidewalks, pedways, and curbs are free of obstructing vegetation.

- Maintained a safe work area for employees and the public. Implemented appropriate and approved Traffic Control plans per Manual on Uniform Traffic Control Device (“MUTCD”) guidelines while working in the ROW.

The Contractor shall rake out all landscape areas and bare ground areas per schedule attached. Raking out shall include the gathering and removing of all organic material, animal feces and organic material not generated by the contract area. The Contractor shall rake out, retrieve, remove from the site, and properly dispose of all material in accordance with all federal, state, and local laws, ordinances and regulations.

WEEDING

The Contractor shall weed per the schedule in Section 3.4.7 for all contracted areas. All Contracted areas shall be kept free of grasses and weeds including adjacent sidewalks and curbs. If weeding is not performed, Transportation Maintenance may consider the maintenance to be unsatisfactory and the Contractor in non-compliance with the contract. The Contractor shall control all landscaped areas with proper mechanical and chemical application, as necessary. The Contractor’s compliance; per the schedule in Section 9 for weeding and grass removal is mandatory. If necessary the Contractor shall provide additional personnel to meet weeding compliance. This shall be done at the Contractor’s expense.

REPAIRS OR REPLACEMENT OF DAMAGED PLANT MATERIAL

The Contractor shall be responsible for any adverse effects or death of plant materials, due to the application of chemicals, runoff and drift onto adjacent properties. The Contractor, at their own expense, shall make all repairs or replacements of damaged plant material within a two-week period once notified by the Transportation Maintenance Supervisor or designee. The Transportation Maintenance Supervisor or designee will determine the scope of damage and approve all repairs and plant replacements. Title to materials, improvements and other property, required of the Contractor by this contract, shall vest in and become the property of Transportation Maintenance at the time such are furnished by the Contractor and accepted by Transportation Maintenance. Only materials, improvements and property free and clear of liens, claims and encumbrances shall be so furnished by the Contractor.

CHEMICALS AND PESTICIDES

The Contractor and personnel performing the required pest, insect, weed, and disease control services shall have the proper certifications and be licensed by the Oregon Department of Agriculture to perform the required services. County will periodically check with the Department of Agriculture to make sure licenses are valid and active during the Contract period. The Contractor shall submit a daily Pesticide Application Report to the Transportation Maintenance Supervisor or designee within seventy-two (72) hours of application. The Contractor shall provide a list of all certified applicators, copies of spray licenses, certifications, and up-to-date training certificates. The Contractor shall track all chemicals, herbicides, pesticides, types, brands, quantities, associated applications, ratios for Transportation Maintenance reporting and shall provide information when requested by the Transportation Maintenance Supervisor, or designee.

Contractor is required to provide current product specifications and Safety Data Sheets (“SDS”) prior to scheduling services for all chemicals used on Clackamas County grounds, including, but not limited to, fuels, treatments, and cleaners.

PRE-EMERGENT HERBICIDE APPLICATION (SPRING AND FALL APPLICATION)

For the spring and fall application, the Contractor shall ensure all applications shall include all non-turf and open areas per label instructions for long term (12-month) control; one fall application (October 15 – November 15) and one spring application (February 15-March 15). Prior to application, the Contractor shall rake out and weed landscape areas. Landscape areas must be free of weeds and litter. All pre-emergent applications shall be watered-in within fourteen (14) days of pre-emergent application at the Contractor's expense. The Contractor shall submit to the Transportation Maintenance Supervisor, or designee, the schedule of applications ten (10) workdays prior to application. The Contractor's failure to submit schedule as prescribed may be grounds for termination of contract. The Contractor shall obtain the approval of the Transportation Maintenance Supervisor, or designee, prior to any application. The Contractor shall prepare a pre-emergent application plan for each seasonal application and submit the pre-emergent application plan to the Transportation Maintenance Supervisor, or designee, for approval prior to the first week in January.

POST-EMERGENT WEED/GRASS CONTROL

The Contractor shall treat all weeds and grasses with an appropriate herbicide before the weeds and grasses reach a height of three to four inches (3" to 4") and the weeds and grasses must be removed. The Contractor's post-emergent chemical applications shall include a ultra-violet colored dye in a sufficient amount to be visible for five (5) days after herbicide applications. The Contractor will take care to prevent any discoloring of walls, sidewalks, curbs, and roadways. In the summer the Contractor shall control dicots, monocots, nut sedge and all other weeds by the use of an herbicide, per label instructions where permitted. In the winter the Contractor shall control the weeds in a similar manner (as described above in this section), but the use of a 2-4-D broad leaf herbicide is not permitted. The Contractor shall not use soil sterilants of any type. The Contractor shall control all Noxious Weeds (i.e. knotweed, poison oak, etc.) in contract areas. A written control plan including herbicide being used, application rates, techniques, etc., shall be approved by the Transportation Maintenance Supervisor, or designee, ten (10) workdays prior to implementing the plan.

The Contractor shall control gophers, ground squirrels, bees, wasps and other pests which burrow, crawl, fly, nest or otherwise reside on the work site. The Contractor shall make recommendations of method and shall furnish all chemicals, rodenticides, insecticides, equipment and labor necessary to provide pest control at all Transportation Maintenance designated ROW areas. The Contractor services shall include clean-out and control of all pests. The Contractor shall notify and obtain approval of the Transportation Maintenance Supervisor or designee, of all infestations prior to treatment of any procedures, including chemicals, to be used.

PLANT MATERIAL (TREES, SHRUBS, AND GROUNDCOVERS)

The Contractor shall immediately notify the Transportation Maintenance Supervisor, or designee, of any disease or pest infestation that may result in destruction of plant material. In the event of disease or pest infestation resulting from the Contractor's improper plant maintenance, the Contractor shall be responsible for all plant material and labor costs required to restore ROW areas to their original condition.

Following Inclement Weather, the Contractor shall inspect all contract areas for tree damage, debris on sidewalks and in maintained areas.

PRUNING AND TRIMMING

The Contractor shall have working knowledge of the American National Pruning Standards (A300) and ISA Tree Pruning Guidelines, and shall adhere to the most recent edition of the American National Standard for Tree Care Operations (Z133.1).

The Contractor's pruning of all shrubs and ground covers shall be limited to symmetrical shapes. The Contractor shall trim all shrubs to a tapered base so as not to allow accumulation of debris at the base of the shrub. The Contractor shall prune (renovate) herbaceous perennials to the base annually. The Contractor shall trim (renovate) wood perennials to a height of 18-36 inches annually or semi-annually as needed. (Height is based on previous year's trimmed height, potential sight obstructions, etc. Sage at the end of medians shall be trimmed to a maximum height of six (6) inches due to sight obstruction issues.) The Contractor's pruning/trimming shall also include the containment of vegetative growth four inches (4") to the inside of the curb line and sidewalks.

Transportation Maintenance shall perform all major tree work, including tree removals, crown reductions, and structural corrections.

The Contractor's pruning shall be performed in such a way that the plant material does not create a visibility obstruction to vehicular traffic. All site obstructions shall be trimmed within twenty-four (24) hours of notification, and kept trimmed to prevent from reoccurring.

PERFORMANCE STANDARDS, RECURRENCE INTERVAL & MAINTENANCE SCHEDULES

The Contractor shall provide work schedules for each site to the Transportation Maintenance Supervisor, or designee, within ten (10) working days after the effective date of the contract. The work schedules shall be set on an annual calendar and be submitted monthly, identifying the task and frequency of work. The schedule shall delineate the time frames for the landscape maintenance functions and normal day-to-day procedures of the Contractor, including Contractor inspection of contracted areas. Transportation Maintenance reserves the right to make suggested changes to the schedule set up by the Contractor. Zone information and Zone Maps are included and attached.

On-call Work. County periodically needs on-call, as-needed work to perform repairs on the sprinkler systems, storm cleanup, and additional unforeseen landscape matters. When these services are needed, County will request a quote for such services.

When the County wishes Contractor to perform the On-call Work, the County will submit an official County Task Order form (found at: <https://www.clackamas.us/finance/terms.html>) detailing the scope of work, fees and rates, and the total compensation for the On-call Work. Contractor may not perform On-call Work until the County Task Order form has been executed by the parties. In the event a project authorized under the County Task Order extends beyond the expiration of this Contract, the County Task Order shall remain in effect under the terms of this Contract until the completion or expiration of the authorized task.

The on-call as needed work is not guaranteed work and any quote submitted for such work shall not be valid until an official County Task Order is completed and signed by both Contractor and the County.

Standards of performance. In performing Landscape Maintenance Work and On-Call Work, the Contractor shall meet the highest standards prevalent in the industry or business most closely involved in providing the same goods or services. In performing both the Landscape Maintenance Work and On-call Work, Contractor shall further meet all standards of performance, and submit all reports or other documentation, set forth in Exhibit A. The County's Representative for this contract is Ricardo Sandoval, Phone: (503) 650-3253.

Work Schedule:

The Contractor shall provide work schedules for each site to the Transportation Maintenance Supervisor, or designee, within ten (10) working days after the effective date of the contract. The work schedules shall be set on an annual calendar and be submitted monthly, identifying the task and frequency of work. The schedule shall delineate the time frames for the landscape maintenance functions and normal day-to-day procedures of the Contractor, including Contractor inspection of contracted areas. Transportation Maintenance reserves the right to make suggested changes to the schedule set up by the Contractor. Zone information and Zone Maps are included in the Landscaping Contract Zone.

SCHEDULE TABLE:

ACTIVITY	PERFORMANCE STANDARD & RECURRENCE INTERVAL
Policing & cleaning	Once every two weeks.
Raking out	Once every 30 days.
Weeds/grasses	Once every two weeks or as needed to keep areas weed/grass free.
Pre-emergent application	Twice per year, Spring and Fall, at the appropriate rate.
Post emergent	As needed to keep areas weed free, at the appropriate rate.
Shrub trimming	For Spring and Summer once every 30 calendar days. For Fall and Winter once every 8 weeks.
Sidewalks	Once every 30 days.

EXHIBIT B
CONTRACTOR'S PROPOSAL AND FEES

RFP #2026-40
LANDSCAPE MAINTENANCE SERVICES



PACIFIC LANDSCAPE SERVICES, INC.
Maintenance Proposal

Derek Burres
(360)798-1713
Derek@PacificLandscapeServices.com

Pacific Landscape Services, Inc. I (PLSI) intends to be bound by this proposal.

A handwritten signature in blue ink, appearing to read 'R. Smith', is written over a light blue horizontal line.

6/6/26

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5.2 Background and Qualifications

Pacific Landscape Services, Inc. I (PLSI) is an all-phase landscape maintenance and construction company founded in 1998 by Dina and Geoff Smith. The company is fully licensed, bonded, and insured to operate in Oregon and Washington. PLSI's main office and shop are located in Vancouver, Washington. The company operates depots in Clackamas, Hillsboro, Wilsonville, and Tangent, Oregon. PLSI has 28 years' experience installing and maintaining landscapes and irrigation systems. PLSI employs over 110 landscape professionals with an array of licenses and certifications able to meet any need.

PLSI has proven our ability to meet the requirements of the contracted scope of work throughout the eight years that we have been contracted to do this work. We have worked closely with County personnel to ensure we fulfil the scope of work in a safe, timely, and professional manner. Our crew deploys both a cone truck and a service truck and trailer. We augment this four-man team with a Spray Technician, Maintenance Supervisor, and Maintenance Manager as needed. Prior to servicing each area, the crew cones off the road according to the traffic control plan for that specific service area. Once made safe, our crew then performs their work without incident or accident. We have serviced all contracted areas on Wednesdays and Thursdays for eight years.

PLSI is unique in the industry because we are a locally owned and operated landscape company that provides year-round work to all employees and offers partially company paid medical, dental, and vision benefits and 401(k) savings opportunities with a company match. These practices enable us to hire and retain skilled employees dedicated to helping our customers maintain their landscapes. Ownership continually invests in equipment and training to ensure our employees are prepared to deliver on our customer service commitment. Each year PLSI conducts one week of employee training. Past training has included ornamental shrub pruning, boulder installation, irrigation pipe welding, equipment safety, and site safety best practices to name a few.

5.3 Scope of Work

PLSI owns a fleet of fifty Ford service vehicles, thirty-seven utility trailers, twenty skid steers, nine excavators, eighteen trenchers, two hydro-seed trailers, two leaf vacuum trailers, and hundreds of gas-powered maintenance tools like mowers, blowers, and edgers. To continue providing safe and professional landscape maintenance for this contract PLSI plans to continue deploying the following equipment:

1. Truck #41, 2012 Ford F-250 Flat Bed Cone Truck, equipped with cones
2. Truck #48, 2018 Ford F-350 Crew Cab Service Truck, equipped with maintenance gear
3. Truck #63, 2019 Ford F-150 4x4 Manager's Service Truck
4. Truck #67, 2013 Ford F-150 Supervisor's Service Truck
5. Truck #69, 2022 Ford F-350 Flat Bed Spray Truck, equipped with spray tanks

PLSI equips every employee with the Personal Protective Equipment (PPE) appropriate for their job. Standard maintenance technician PPE includes the following;

1. Gloves,
2. Safety Glasses,
3. Hearing Protection,
4. High Visibility Long Sleeve Shirt,
5. High Visibility Safety Vest,
6. Work Boots

PLSI spray technicians have additional PPE requirements in addition to those listed above. PLSI provides the following as needed based on the particular SDS requirements;

1. Chemical Resistant Gloves,
2. Chemical Resistant Boots,
3. Chemical Resistant Coveralls,
4. Safety Goggles,
5. Respirators

Oregon Landscape Contractors License



Oregon Department of Agriculture Commercial Pesticide Business and Operator License

Form 1014 Rev 04/19
 OREGON DEPARTMENT OF AGRICULTURE
 635 CAPITOL ST NE, STE 100
 SALEM, OR 97301-2532
 (503) 986-4550

Printed: 02/05/2026

POST IN A CONSPICUOUS PLACE

PACIFIC LANDSCAPE SERVICES INC
 2200 ROOSEVELT AVE
 VANCOUVER WA 98660

BUSINESS LOCATION
 PACIFIC LANDSCAPE SERVICES INC
 2200 ROOSEVELT AVE
 VANCOUVER WA 98660

LICENSE NUMBER **DATE ISSUED** **DATE EXPIRES**
 AG-L1031362CPO 02/04/2026 12/31/2026
 Commercial Pesticide Operator

CATEGORIES OF LICENSES
 Ornamental & Turf - Herbicide
 Ornamental & Turf - Insecticide & Fungicide

Pesticide Applicator – Walter Long

	Name Mailing City State Zip	DBA City State Zip	License Type Status Expiration Date	Categories
AG-L1099213CPA	WALTER LONG WASHOUGAL WA 98671 Clark	WALTER LONG WASHOUGAL WA 98671 Clark	Commercial Pesticide Applicator Active 31-DEC-26	Ornamental & Turf Herbicide Insecticide & Fungicide

Consulting Applicator – Rennie Kubik

	Name Mailing City State Zip	DBA City State Zip	License Type Status Expiration Date	Categories
AG-L0000993PC	RENNIE KUBIK VANCOUVER WA 98686 Clark	RENNIE KUBIK VANCOUVER WA 98686	Pesticide Consultant Active 31-DEC-26	Endorsement Demonstration & Research
AG-L1074808CPA	RENNIE KUBIK VANCOUVER WA 98686 Clark	RENNIE KUBIK VANCOUVER WA 98686 Clark	Commercial Pesticide Applicator Active 31-DEC-26	Agriculture Soil Fumigation Industrial, Institutional, Health & Struct. (IIHS) General Pests Structural Pests Ornamental & Turf Herbicide Insecticide & Fungicide

Summary Detail of Assigned Staff

Gerardo Ramirez	Maintenance Manager; 23 years' experience
Walther Interain	Maintenance Supervisor; 18 years' experience
Rennie Kubik	Consulting Pesticide Applicator, 48 years' application experience
Walter Long	Pesticide Applicator, 21 years application experience
Paul Sanchez	Crew Lead Maintenance Technician; 11 years' experience
Farit Farias Orosco	Maintenance Technician; 7 years' experience
Jesus Zurita	Maintenance Technician; 6 years' experience
Jackson Lemon	Maintenance Trainee; 1 month's experience
Leon Guerrero Diaz	Crew Lead Maintenance Technician; 7 years' experience
Ruben Santiz	Maintenance Technician; 5 years' experience
Gaspar Cab	Maintenance Technician; 3 years' experience

5.4 Fees

FEE SCHEDULE

RFP 2026-40Landscape Maintenance for DTD
Refer to Landscaping Contract Zone for Detailed Break-
down and Maps Price per 1,000 sq ft per Zone, per
Month

AREA	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	ANNUAL TOTAL
Zone 1 - 175,178 sq. ft.	\$2,100	\$2,100	\$4,200	\$4,200	\$4,200	\$4,200	\$4,200	\$4,200	\$4,200	\$4,200	\$4,200	\$2,100	\$44,100
Zone 2 - 310,006 sq. ft.	\$5,600	\$5,600	\$11,200	\$11,200	\$11,200	\$11,200	\$11,200	\$11,200	\$11,200	\$11,200	\$11,200	\$5,600	\$117,600
Zone 3 - 89,395 sq. ft.	\$1,100	\$1,100	\$2,200	\$2,200	\$2,200	\$2,200	\$2,200	\$2,200	\$2,200	\$2,200	\$2,200	\$1,100	\$23,100
Zone 4 - 67,543 sq. ft.	\$800	\$800	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600	\$800	\$16,800
Zone 5 - 144,517 sq. ft.	\$1,750	\$1,750	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$1,750	\$36,750
Zone 6 - 23,958 sq. ft.	\$275	\$275	\$550	\$550	\$550	\$550	\$550	\$550	\$550	\$550	\$550	\$275	\$5,775
TOTAL PER MONTH:	\$11,625	\$11,625	\$23,250	\$23,250	\$23,250	\$23,250	\$23,250	\$23,250	\$23,250	\$23,250	\$23,250	\$11,625	\$244,125

Other Fees: (Please identify Item or Service and associated Fees)

Proposer: Pacific Landscape Services, Inc. I
(Please print company name)

Name: Dina Smith
(Please print name)

Authorized Signature:  6/16/26
Date

5.5 References

City of Vancouver – Public Works Department/Grounds – 2 years 8 months of service
 Mike Cero | Operations Manager | Michael.Cero@CityOfVancouver.US
 Telephone: (360) 487-8245

Clackamas County – Transportation Maintenance Division – 8 years, 2 contracts, 6 extensions
 Ron Buck | Transportation Maintenance Coordinator | RonBuck@Clackamas.US
 19246 Wachen Parkway, Oregon City, OR 97045
 Telephone: (503) 650-3227

Clark Regional Wastewater District – 4 years of service, 68 locations
 Shawn Moore, PE | Business Services Director | smoore@crwwd.com
 8000 NE 52 Court, Vancouver WA 98665
 Telephone: (360) 993-8849

NW Natural Gas – 14 years of service, 8 locations
 Kimberly Tyler | Facilities Management Specialist | kjt@nwnatural.com
 220 NW 2nd Avenue | Portland, OR 97209
 Telephone: (503) 721-2450

Port of Vancouver – 2 years 8 months of service, 7 properties, 3 separate contracts
 Chris Jackson | Facilities and Fleet Manager | cjackson@PortVanUSA.com
 3103 NW Lower River Road, Vancouver, WA 98660
 Telephone: (360) 823-5346

5.6 Completed Proposal Certification

PROPOSAL CERTIFICATION **RFP #2026-40**

Submitted by: Pacific Landscape Services, Inc. I, Oregon
(Must be entity's full legal name, and State of Formation)

Each Proposer must read, complete and submit a copy of this Proposal Certification with their Proposal. Failure to do so may result in rejection of the Proposal. By signature on this Proposal Certification, the undersigned certifies that they are authorized to act on behalf of the Proposer and that under penalty of perjury, the undersigned will comply with the following:

SECTION I. OREGON TAX LAWS: As required in ORS 279B.110(2)(e), the undersigned hereby certifies that, to the best of the undersigned's knowledge, the Proposer is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means the tax laws of the state or a political subdivision of the state, including ORS 305.620 and ORS chapters 316, 317 and 318. If a contract is executed, this information will be reported to the Internal Revenue Service. Information not matching IRS records could subject Proposer to 24% backup withholding.

SECTION II. NON-DISCRIMINATION: That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

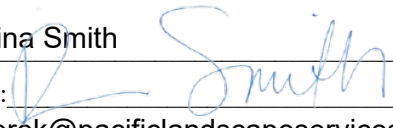
SECTION III. CONFLICT OF INTEREST: The undersigned hereby certifies that no elected official, officer, agent or employee of Clackamas County is personally interested, directly or indirectly, in any resulting contract from this RFP, or the compensation to be paid under such contract, and that no representation, statements (oral or in writing), of the County, its elected officials, officers, agents, or employees had induced Proposer to submit this Proposal. In addition, the undersigned hereby certifies that this proposal is made without connection with any person, firm, or corporation submitting a proposal for the same material, and is in all respects fair and without collusion or fraud.

SECTION IV. COMPLIANCE WITH SOLICITATION: The undersigned further agrees and certifies that they:

1. Have read, understand and agree to be bound by and comply with all requirements, instructions, specifications, terms and conditions of the RFP (including any attachments); and
2. Are an authorized representative of the Proposer, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Proposal or contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the RFP and Proposal; and
4. Will use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this RFP.

Name: Dina Smith

Date: 6/16/26

Signature: 

Title: Owner and President

Email: derek@pacificlandscapeservices.com

Telephone: 360-946-4284

Oregon Business Registry Number: 1512150-93

OR CCB # (if applicable): ORLCB #8472

Business Designation (check one):

☒ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Non-Profit ☐ Limited Liability Company

☒ Resident Quoter, as defined in ORS 279A.120

☐ Non-Resident Quote. Resident State: _____

Re: Clackamas County On-Call Rates

July 27, 2026

Pacific Landscape Services is pleased to provide these on-call rates for any additional work for Clackamas County.

Crew Labor Rates:

\$75 per labor hour, Standard Hours (Monday through Thursday, 7a.m. to 5p.m.)

\$105 per labor hours, After-Hours/Weekends (all hours outside of Standard Hours)

Supervisor/Irrigator/Pesticide Applicator Labor Rates:

\$95 per labor hour, Standard Hours (Monday through Thursday, 7a.m. to 5p.m.)

\$115 per labor hours, After-Hours/Weekends (all hours outside of Standard Hours)

Notes: Labor rates include employee equipped with PPE appropriate for their task, as well as a crew truck, trailer, and standard landscape maintenance power and hand tools (mowers, edgers, trimmers, blowers, rakes, pruners, etc.). All hours based on actual employee clock hours and will include travel to and from job site.

Minimum crew size for all extra work: two employees

Minimum hours for all extra crew and applicator work: 10 labor hours (2 employees, 5 hours)

Supervisor hours based on actual time incurred, minimum of 1 hour per call out

Supervisor emergency response time, expected within 2 hours

Emergency Crew Mobilization, expected within 4 hours

Equipment Rates:

Flail Mower/Brush Cutter: \$125 per day, no delivery fee

Thatcher, 18": \$130 per day, no delivery fee

Aerator, 19": \$155 per day, no delivery fee

Skid Steer, walk behind: \$285 per day includes fuel, \$150 delivery and pick up

Skid Steer, Cab, 8,000lb: \$485 per day includes fuel, \$150 delivery and pick-up

Mini-Excavator, 8,000lb: \$445 per day includes fuel, \$150 delivery and pick-up

Chipper 12", towable: \$535 per day, \$150 delivery and pick-up

Stump Grinder: \$350 per day, \$150 delivery and pick-up

All other equipment costs invoice based on C&E Rental rates and fuel, marked up 10%

Debris Disposal: Invoiced at cost plus 10% mark up in addition to labor hours incurred