

**RESOLUTION NO. 719**

**A RESOLUTION APPROVING THE LOW BID SUBMITTED FOR  
BOONES FERRY PARK IRRIGATION.**

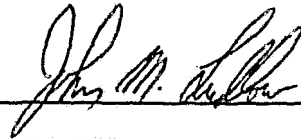
WHEREAS, the city staff has prepared a report on the above captioned subject which is attached hereto as Exhibit "A"; and

WHEREAS, the City Council has duly considered the subject and the recommendation(s) contained in the staff report; and

WHEREAS, interested parties, if any, have had an opportunity to be heard on the subject.

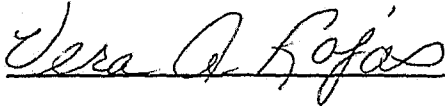
NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Wilsonville does hereby adopt the staff report attached hereto as Exhibit "A", with the recommendation(s) contained therein and further instructs that action appropriate to the recommendation(s) be taken.

ADOPTED by the City Council of the City of Wilsonville at a regular meeting thereof this 15th day of May, 1989, and filed with the Wilsonville City Recorder this same date.



\_\_\_\_\_  
JOHN M. LUDLOW, Mayor

ATTEST:

  
\_\_\_\_\_

VERA A. ROJAS, City Recorder

SUMMARY of Votes:

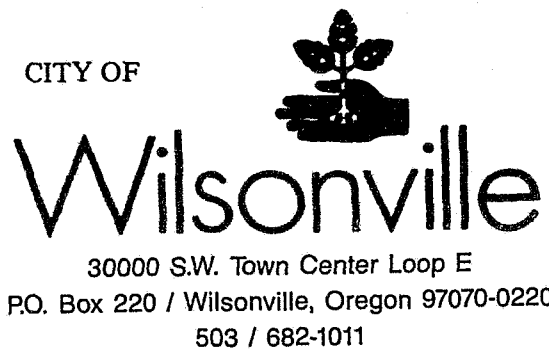
Mayor Ludlow          AYE  

Councilor Dant         AYE  

Councilor Chandler     AYE  

Councilor Clarke       AYE  

Councilor Edwards      AYE



**EXHIBIT "A"**

**TO: HONORABLE MAYOR AND CITY COUNCIL**

**FROM: RAY SHORTEN, FINANCE DIRECTOR**

**DATE: MAY 11, 1989**

**RE: AWARD OF BID FOR IRRIGATION SYSTEM AT  
BOONES FERRY PARK**

The irrigation system for Boones Ferry Park is the final component remaining in the Boones Ferry Park improvement project. This must be completed by June 30, 1989 in order to qualify for partial funding under the City's State LWCF grant.

Staff estimated that bids should come in under \$15,000 for this project, which allowed us to use the informal bid process under Oregon Administrative Rules #125-310-020. Four landscape contractors were contacted and asked to present bids on this projects. Their response is as follows and copies of their proposals are attached for your information, along with a diagram of the projected improvement and a memo of recommendation from Steve Starnier.

Casserly Landscape, Inc. West Linn, Oregon	\$14,204.00
S & L Landscaping, Inc. Tigard, Oregon	\$14,897.00
Down to Earth Tigard, Oregon	\$14,980.00

Scenic Landscape, Inc.  
Beaverton, Oregon

\$39,750.00

Funding for this project should come from the Park Reserve fund line item #4-61-7135350. Reimbursement from the grant will be a maximum of \$42,650.00 for all projects listed in the grant.

**RECOMMENDATION:**

Approve award of bid to Casserly Landscaping in the amount of \$14,204.00

# Proposal

## CASSERLY LANDSCAPE, INC.

Contractor #2093  
 2951 SW Mossy Brae  
 WEST LINN, OR 97068  
 (503) 638-4646

PROPOSAL SUBMITTED TO City of Wilsonville		PHONE	DATE 5-2-89
STREET		JOB NAME Boones Ferry Park .	
CITY, STATE AND ZIP CODE Wilsonville, OR		JOB LOCATION	
ARCHITECT Beighley & Associates, Inc.	DATE OF PLANS 4-24-89	JOB PHONE	

We hereby submit specifications and estimates for:

Installation of automatic irrigation system. Irrigation system to be installed per plans and specifications designed by Beighley & Associates, Inc. dated 4-24-89.

MAY 11 1989  
 CITY OF WILSONVILLE

**We Propose** hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

Fourteen thousand two hundred and four----- dollars (\$ 14,204.00 )

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature

*Susan Casserly*

Note: This proposal may be withdrawn by us if not accepted within 60 days.

**Acceptance of Proposal** — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_



# Landscaping Inc.



Audrey Castile President

Phone (503) 639-1395

May 2, 1989

City of Wilsonville  
30000 S.W. Town Center Loop East  
P. O. Box 220  
Wilsonville, Or. 97070

ATT: Jerry Dilworth

RE: Bid for Irrigation at Boones Ferry Park

Total Bid .....\$14,897.00

If a 6" sleeve is required at entrance, there will be an additional \$400.00 charge, as the asphalt will need to be cut and patched.

Thank you,

*Jim Castile*  
Jim Castile  
S & L Landscaping Inc.

RECEIVED  
MAY 02 1989  
CITY OF WILSONVILLE

P.O. Box 23702 Tigard, Oregon 97223



13075 S.W. PACIFIC HIGHWAY

684-3500

TIGARD, OREGON 97223

GARY SHULER

LIC. NO. 10175

BONDED BY STATE OF OREGON

Customer Name City of Wilsonville

Address

Phone # 503 : Boones Ferry Park

Irrigation

Meter

Pressure

V.B.

BID From PLAN BY

Controller

BEIGLEY & ASSOCIATES

Valves

Heads

\$ 14,980.00

Pipe

Drains

Hose Bibs

Wire

Comments

*Gary Shuler*

MAY 13 1989

MAY 13 1989



**SCENIC LANDSCAPE INC.**  
 17320 S.W. Baseline Rd.  
 BEAVERTON, OR 97006  
 629-9981

**PROPOSAL AND  
 ACCEPTANCE**

*Each DIAL ONE Company is Independently Owned and Operated*

PROPOSAL SUBMITTED TO City of Wilsonville		PHONE 682-1011	DATE 5-2-89
STREET P.O. Box 220		JOB NAME Boonesferry Park Irrigation	
CITY, STATE AND ZIP CODE Wilsonville, OR 97070		JOB LOCATION	
ARCHITECT Fred Joyner	DATE OF PLANS	JOB PHONE	


We hereby submit specifications and estimates for:

Install as per specs.

**We Propose** hereby to furnish material and labor—complete in accordance with above specifications, for the sum of:  
 Thirty Nine Thousand Seven Hundred Fifty and no/100----- dollars (\$ 39,750.00 ).

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation insurance.

Authorized Signature   
 Note: This proposal may be withdrawn by us if not accepted within 30 days.

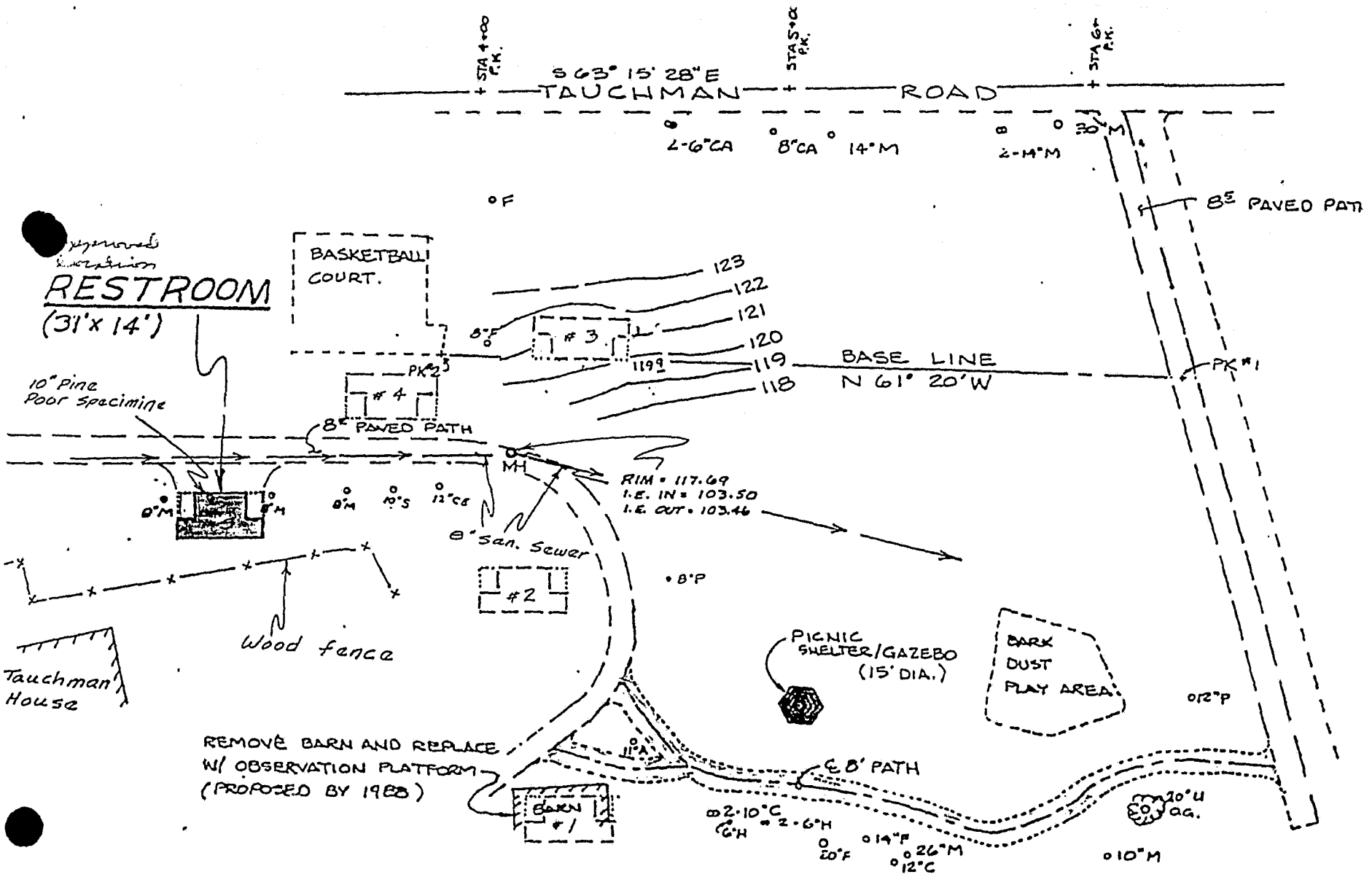
**Acceptance of Proposal** The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above, and on back.

Date of Acceptance \_\_\_\_\_ Signature \_\_\_\_\_

PACC 0933

Please sign and retain yellow copy





CITY OF



# Wilsonville


30000 S.W. Town Center Loop E  
P.O. Box 220 / Wilsonville, Oregon 97070-0220  
503 / 682-1011

COMMUNITY DEVELOPMENT DEPARTMENT  
MEMORANDUM

DATE: MAY 9, 1989

TO: HONORABLE MAYOR AND CITY COUNCILORS

THROUGH: PETE WALL  
CITY MANAGER

FROM: STEVE STARNER   
COMMUNITY DEVELOPMENT DIRECTOR

RE: BOONES FERRY PARK IRRIGATION

The only component remaining in the Boones Ferry Park Improvement Project is the installation of an irrigation system. The project has been financed by matching funds from the State Park and Recreation grant program and city park reserve funds. Altogether, the improvements have included a restroom, a gazebo, pathway extensions and picnic tables.

Although the City has preserved two water rights to the Willamette River (130.55 MGD and 19.4 MGD), the designated use is recorded as "municipal". A change in use to reflect "irrigation" would be necessary before obtaining State Water Resource Department approvals to use Willamette River water for park irrigation. The current design of the irrigation system calls for a connection to the city's domestic water supply, but does not preclude the use of river water for irrigating the park in the future. Until a long term source of a domestic water supply has been firmly identified, changing the designated usage of municipal river water rights is not advisable. Developing a 150 MGD water treatment plant in Wilsonville has been identified, at least potentially, as a valuable asset for regional water supplies.

The bids to construct the Boones Ferry Park irrigation system as designed, are as follows:

Casserly Landscape, Inc. - West Linn	\$14,204.00
S & L Landscaping, Inc. - Tigard	\$14,897.00
Down To Earth - Tigard	\$14,980.00
Scenic Landscape, Inc. - Beaverton	\$39,750.00

Recommendation:

Approve the low bid of \$14,204.00, submitted by Casserly Landscape, Inc., and instruct staff to proceed with construction of the Boones Ferry Park irrigation system.

ss:md

cc: Project file  
Inter-Office Communications - CD

## AGREEMENT

THIS AGREEMENT, made and entered into this 13<sup>th</sup> day of May, 1989, by and between the City of Wilsonville, party of the first part, hereinafter called the CITY, and CASSERLY LANDSCAPE, INC. 2951 S. W. MOSSY BRAE, WEST LINN OREGON 97068, party of the second part, hereinafter called the CONTRACTOR.

WITNESSETH, that the CONTRACTOR and the CITY, for the considerations hereinafter named, agree as follows:

### ARTICLE I - SCOPE OF WORK

The CONTRACTOR hereby agrees to furnish all of the materials, equipment and labor necessary, and to perform all of the work shown on the plans and described in the specifications for the project entitled BOONES FERRY IRRIGATION and in accordance with the requirements and provisions of the Contract Documents which are hereby made a part of this agreement.

### ARTICLE II - TIME OF COMPLETION

The work to be performed under this Contract shall be commenced within five (5) calendar days after the date of written notice by the CITY to the CONTRACTOR to proceed. The work shall be completed by June 30, 1989.

### ARTICLE III - CONTRACT SUM

The CITY shall pay to the CONTRACTOR for the performance of the Contract the amounts determined for the total number of each of the units of work in the attached schedule completed at the unit price stated. The number of units contained in this schedule is approximate only, and the final payment shall be made for the actual number of units that are incorporated in or made necessary by the work covered by the Contract.

### ARTICLE IV - PROGRESS PAYMENTS

On not later than the fifth day of every month the CONTRACTOR will prepare and submit an estimate covering the total quantities under item of work that have been completed from the start of the job up to and including the last day of the proceeding month, and the value of the work so completed determined in accordance with the Schedule of Prices for such items together with such supporting evidence as to be required by the CITY and/or CONTRACTOR. This estimate shall also include an allowance for the cost of such materials and equipment required in the permanent work as has been delivered to the job and suitably protected but not as yet incorporated in the work.

On not later than the 15th day of the month the CITY shall after deducting previous payments made, pay to the CONTRACTOR 95% of the amount of the estimate as approved by the CITY. The 5% retained percentage may be held by the CITY until the final completion of the work under the Contract.

### ARTICLE V - ACCEPTANCE AND FINAL PAYMENT

Upon the receipt of written notice that the work is ready for final inspection and acceptance, the CITY shall within fifteen (15) days make such inspection, and when finding the work acceptable under the Contract fully performed, will promptly issue a final certificate, stating that the work required by the CITY has been completed and is accepted by them under the

terms and conditions thereof, and the entire balance found to be due the CONTRACTOR, including the retained percentage, shall be paid to the CONTRACTOR by the CITY within 30 days after the date of said final certificate.

Before final payment is due the CONTRACTOR shall submit evidence satisfactory to the CITY that all payrolls, materials bills, and other indebtedness connected with the work have been paid, except in the case of disputed indebtedness or liens the CONTRACTOR may submit in lieu of evidence of payment, a surety bond satisfactory to the CITY guaranteeing payment of all such disputed amounts when adjudicated cases where such payment has not already been guaranteed by surety.

The making and acceptance of the final payment shall constitute a waiver of all claims by the CITY, other than those arising from unsettled liens, or from faulty work appearing within 12 months after final payment, or from requirements of the specifications, or from manufacturers' guarantees. It shall also constitute a waiver of all claims of the CONTRACTOR, except those previously made and still unsettled.

If after the work has been substantially completed, full completion thereof is materially delayed through no fault of the CONTRACTOR and the CITY so certifies, the CITY shall and without terminating the Contract, make payment of the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing the final payments, except that it shall not constitute a waiver of claims.

Final payment of all moneys shall be made within 30 days of the completion and acceptance of the work by the CITY.

In WITNESS WHEREOF the parties hereto have executed this Agreement, the day and year first written above.

WITNESS: Debra C Rojas OWNER: John M. Ludlow  
BY: John M. Ludlow  
Mayor, City of Wilsonville

WITNESS: Debra A Rojas CONTRACTOR: \_\_\_\_\_  
BY: Susan [Signature]  
President