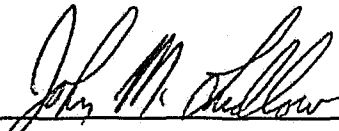




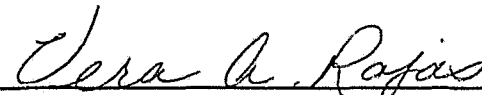
5. All change orders shall be approved by the City Council, prior to payment; all field changes shall be approved by the Community Development Director, or duly authorized representative, prior to payment of field changes.

6. The final payment shall not be paid until the City Council has authorized said payment to be made.

ADOPTED by the City Council of the City of Wilsonville at a regular meeting thereof the 16th day of October, 1989 and filed with the Wilsonville City Recorder this same day.

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

ATTEST:

  
\_\_\_\_\_  
VERA A. ROJAS, City Recorder

SUMMARY of Votes:


Mayor Ludlow	<u>AYE</u>
Councilor Edwards	<u>AYE</u>
Councilor Chandler	<u>AYE</u>
Councilor Clarke	<u>AYE</u>
Councilor Dant	<u>AYE</u>



City of  
**WILSONVILLE**  
In OREGON

30000 SW Town Center Loop E • PO Box 220  
Wilsonville, OR 97070  
(503) 682-1011

COMMUNITY DEVELOPMENT DEPARTMENT  
MEMORANDUM

**DATE:** OCTOBER 11, 1989  
**TO:** HONORABLE MAYOR AND CITY COUNCILORS  
**THROUGH:** PETE WALL  
CITY MANAGER  
**FROM:** STEVE STARNER   
COMMUNITY DEVELOPMENT DIRECTOR  
**RE:** LID NO. 9 - LANDSCAPE CONSTRUCTION

1. Project Funding  
On March 6, 1989, City Council agreed to allocate \$45,000 of systems development funds to match a \$45,000 contribution from Burns Western for the purpose of completing landscape construction on LID No. 9. Following Council's approval, the Mitchell Nelson Group, Inc., landscape architects, redesigned the project and provided the appropriate changes for the LID No. 9 contract document. The City placed approximately 100 cubic yards of topsoil on the construction site for the purpose of filling low spots and creating smooth transitions from sidewalks to the right-of-way boundaries.
2. Contract Award  
Landscape West, Inc. is the lowest responsible bidder for this project. Under the terms of the performance bond, Landscape West will commence work within five (5) calendar days after the notice to proceed has been issued and work will be completed within 40 days. Landscape West, Inc. was formed in January, 1987. Their previous work experience includes contract amounts between \$12,000 and \$55,000. Previous project locations include Charbonneau, Lake Oswego, Tualatin and West Linn.

ses:mld

cc: Inter-Office Communications - CD  
Project file

ATTACHMENT "A"

**Landscape Construction  
For Parkway Avenue Realignment  
& Elligsen Road Improvement Project**

Bids have been solicited informally following the advertised period for bid submission. (No bids were received during the public advertisement process.) The bids received through October 11, 1989 are tabulated below.

Teufel Nursery, Inc.	Landscape	\$62,613.00
	Irrigation	\$33,253.00
	Total:	<u>\$95,866.00</u>
	< Sod Alternate	<u>\$19,541.00</u> >
Landscape West, Inc.	Landscape	\$45,225.00
	Irrigation	\$24,250.00
	Total:	<u>\$69,475.00</u>
	< Sod Alternate	<u>\$14,420.00</u> >

The lowest bid represented above is within the allotted \$90,000 budget for the project. Lakeside West, Inc. has submitted an approved State of Oregon Contractor's Prequalification Application and a 10 per cent Performance Payment Bond.

**Recommendation:**

Recognize Landscape West, Inc. as the lowest, responsible, qualified bidder for the Landscape Construction project.

BURNS WESTERN

516 S.E. Morrison, Suite 1200  
Portland, OR 97214

BURNS WESTERN AGREEMENT


BURNS WESTERN AGREES TO FUND UP TO \$45,000 THAT WILL BE COMBINED WITH \$45,000 FROM THE CITY OF WILSONVILLE FOR THE PURPOSE OF LANDSCAPING LID #9.

THE MITCHELL NELSON GROUP OF PORTLAND, OREGON, WILL BE THE LANDSCAPE ARCHITECT OF RECORD. THE CITY OF WILSONVILLE WILL BE RESPONSIBLE FOR ADMINISTERING ALL OF THE CONTRACTS. THE CITY OF WILSONVILLE WILL NOTIFY BURNS WESTERN IN WRITING FOR DRAWS TO COVER EXPENSES DURING THE COURSE OF THE PROJECT.

ACCEPTANCE OF THIS IS HEREBY AGREED TO BY:

  
\_\_\_\_\_  
DANIEL B. GRIFFITH  
PARTNER

March 10, 1989  
DATED

  
\_\_\_\_\_  
STEVE STARNER  
COMMUNITY DEVELOPMENT DIRECTOR  
CITY OF WILSONVILLE

3/20/89  
DATED

CITY OF



# Wilsonville

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



March 20, 1989

Dan Griffith, Partner  
Burns Western  
516 S E Morrison, Suite 1200  
Portland OR 97214

Re: Parkway Avenue, LID No. 9, Landscape Construction Project

Dear Dan:

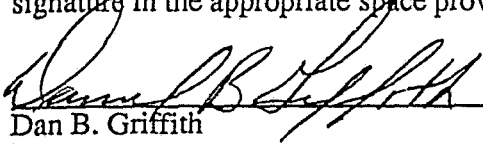
On Thursday, March 9, 1989 we worked together to draft the language in the attached agreement. Although the agreement is functional in its intent, I feel that it would be of mutual benefit to clarify our relationship in this project through a letter of understanding. To that end, I suggest the following:

1. The project is to be constructed in its entirety, rather than phases, and the project participants, the City of Wilsonville and Burns Western will each contribute \$45,000 to establish a project fund.
2. Within thirty days from the City's acceptance of the lowest qualifying construction bid, Burns Western shall deposit with the City the amount of \$45,000.
3. The City shall make an award of the construction contract as soon as reasonably possible after receiving the described deposit from Burns Western.
4. The City shall have full and total control over all funds deposited with the City.
5. The City shall notify Burns Western in writing of fund draws used to cover project related expenses incurred throughout the course of the project.


*D.B.G.*  
*J.S.*  
~~6. At the time of project completion, if the City is required to pay any amount either in excess of \$45,000, its project match, or \$90,000 for the total project, Burns Western agrees to deposit 50 (fifty) per cent of the excess amount with the City upon the City's demand.~~

7. At the time of project completion, if the City completes the project and uses less than \$90,00 in funds on the entire project, the City shall refund Burns Western 50 (fifty) per cent of the balance remaining in the project fund.
8. The agreement shall not be construed to require the City or Burns Western to take any action which is either contrary to the law or statutory provisions for public contracts.
9. In case suit or action is instituted to enforce the Agreement or any provision hereof, the losing party in said suit or action agrees to pay such sum as the trial court may adjudge reasonable as attorneys' fees to be allowed the prevailing party in said suit or action, and if appeal is taken from any judgement or decree of such trial court, the losing party further promises to pay such sum as the appellate court shall adjudge reasonable as the prevailing party's attorneys' fees on such appeal.
10. The Agreement is binding to both parties provided the terms of this letter are approved by both parties.

Dan, signature lines have been provided below. If you have read the contents of this letter and understand the items discussed, please indicate your approval by placing your signature in the appropriate space provided.

  
Dan B. Griffith  
Partner  
Burns Western

3/31/89  
Dated

  
Steve Starn  
Community Development Director  
City of Wilsonville

3/20/89  
Dated

Sincerely,

Steven E. Starn  
Community Development Director

ses:mld

cc: Project file  
Community Development Correspondence

RECEIVED

SEP 28 1989

CITY OF WILSONVILLE

City of Wilsonville  
P.O. Box 220  
Wilsonville OR 97070

Gentlemen:

The undersigned bidder declares that the only persons or parties interested in this proposal are those named herein, that this proposal is in all respects fair and without fraud and that it is made without collusion with any representatives of the Owner.

That bidder further declares that: a) he has examined the plans, specifications, and other proposed contract documents; b) he has determined the extent, character, and location of the proposed work, the nature and type of excavation to be done, the location and condition of existing streets and roadways giving access to the site of the work, and topography of the site of the work; and c) he has personally inspected the site of the work and has satisfied himself as to the conditions of the work and materials as included herein is brief and is intended only to identify the said work with detailed requirements of the contract documents.

The bidder does hereby propose to furnish all materials, tools, equipment, and appliances, and to perform all labor and work necessary to construct and complete the project entitled:

LANDSCAPE CONSTRUCTION FOR  
PARKWAY AVENUE REALIGNMENT AND ELLIGSEN ROAD  
IMPROVEMENT PROJECT (LID NO. 9)

and all specified work appurtenant thereto, and in connection with this project for the Owner with the time limit specified, and in accordance with plans, specifications and change order documents prepared by the City of Wilsonville for the sums set forth in the following Schedule of Prices.



SCHEDULE OF PRICES

1. Irrigation system including pipe work, sprinkler heads, controls and all required appurtenances, complete, in place and ready for service.

Lump Sum \$ 24,250.00

2. Landscape work including trees, shrubs, grass, topsoil and all required appurtenances, complete and in place.

Lump Sum \$ 45,225.00

TOTAL BID

69,475.00

Bid Alternate:

Sod in Lieu of Seed

ADD \$ 14,420.00

The conditions or qualifications upon which the undersigned bidder will accept award of the Contract, are as follows:

Do to the time of the year, time is of the essence with respect to seeding of the lawn areas--Normally October 15th is the average cut off date to assure a good stand of grass. A bid alternate for sod in lieu of seed has been included. We will warranty any seed done by November 1 of this year, however. \*SEE BELOW

The undersigned agrees that, if awarded the Contract, he will commence work within five (5) calendar days after the date of receipt of written Notice to Proceed and that he will complete the work within 40 Days.

calendar days after receipt of the Notice to Proceed.

Enclosed is a bid guarantee consisting of bid bond drawn on Amwest Surety Insurance Company in the amount of \$ 8,000.00

The undersigned certifies that:

- (a) He has examined the site of the work.
- (b) He understands the manner of payment for the cost of the Project.
- (c) He has received and duly considered the following Addenda to the specifications and the following revisions or additions to the plans:

ADDENDA: NO. NONE TO NO. \_\_\_\_\_ inclusive.

Plan Revision Sheets: NOS. L-1 & 2. (4/23/89) L-3 & 4 (4/24/89)

Plan Addition Sheets: NOS. L-5 (4/19/89) L-6 (4/20/89) L-7 (4/29/89)

NOTE: INCLUDES INSTALLING CONDUIT AND POWER WIRING FROM IRRIGATION CONTROLLERS TO ELECTRICAL METER PER PGE REQUIREMENTS. CONNECTION BY OTHERS.

The undersigned agrees that upon written acceptance of this bid, he will, within ten (10) days of receipt of such notice, execute a formal contract agreement with the Owner in the form attached hereto, and that he will provide acceptable Performance Payment Bond. In case of default in execution of the contract or in delivery of an acceptable bond, the bid guarantee accompanying this Proposal shall be forfeited to, and remain the property of, the Owner.

In submitting this bid, it is understood that the Owner reserves the right to reject any and all bids, to adjust the scope of the work within reasonable limits, and to postpone award for a reasonable time.

Dated at 3:10 PM this 28th day of August, 1989

Landscape West, INC  
Name of Firm

PO BOX 1033--Wilsonville, OR 97070  
Business Address

*Della A Wyatt* /Della A Wyatt 629-2200  
Signature of Responsible Official

Corporate Secretary  
Title

Oregon

State of Incorporation

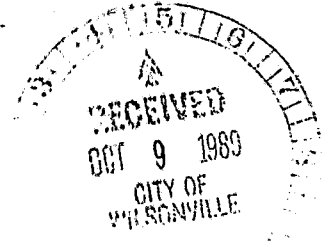
Billy L Smith/President

Names of Partners

Marvin L Wyatt/Vice President

# **TEUFEL**

October 5, 1989



Mr. Steve Starner  
Community Development Director  
City of Wilsonville  
30000 S.W. Town Center Loop E.  
P.O. Box 220  
Wilsonville, Or. 97070

RE: Landscape and Irrigation Improvements  
for Elligsen Road L.I.D.

Dear Steve,

Thank you for the opportunity to submit a proposal for the landscape and irrigation improvements at the Elligsen Road L.I.D. Our quote is based on the drawings dated 4-28-89, by the Mitchell Nelson Group. Our quote is as follows:

Landscape.....	\$62,613.00
Irrigation.....	\$33,253.00
	=====
TOTAL.....	\$95,866.00

Our quote for the irrigation is based on the electrical being supplied by the owner. As you know, the time is running short for seeding any turf areas. For 100% germination no seeding should take place between October 15th. and April 15th. If sod is required, an additional \$19,541.00 will then need to be added to the base bid.

Thanks again for your consideration, if you have any questions please do not hesitate to call. We will always give our fullest measure of assistance.

Sincerely,  
Teufel Nursery, Inc.

Jeff Kahl  
Commercial Landscape Division

**COMMERCIAL  
LANDSCAPE**

OREGON: 12345 N.W. BARNES ROAD  
PORTLAND, OR 97229 Phone 503/646-1111

A Division of Teufel Nursery, Inc.

WASHINGTON: 666 134TH STREET S.W.  
EVERETT, WA 98204 Phone 206/743-4444