

RESOLUTION NO. 1472

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING AMENDMENT TO AGREEMENT NO. 12740 FOR WILSONVILLE ROAD I-5 INTERCHANGE LANDSCAPING IMPROVEMENTS

WHEREAS, the City executed Agreement No. 12740 in December 1994 with the Oregon State Department of Transportation (ODOT), relating to the roles, responsibilities and obligations regarding construction and financing of Phase 1 of the Wilsonville Interchange; and

WHEREAS, on December 16, 1996 the City Council held a public hearing and directed staff to proceed with construction documents for interchange landscape plans; and

WHEREAS, a planting program was designed for this initial phase of the interchange reconstruction that is intended to establish a sense of place at this key entrance to Wilsonville Road; and

WHEREAS, project plans further identify two City of Wilsonville monument signs at the base of the interchange off ramps; and

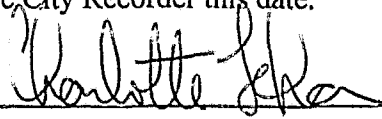
WHEREAS, bids were received as part of the Wilsonville Road Phase 1 project and construction contract awarded by Council Resolution No. 1447; and

WHEREAS, it is necessary at this time to amend the original agreement with ODOT to include City design, construction and maintenance of interchange landscaping improvements.

NOW, THEREFORE, THE CITY OF WILSONVILLE RESOLVES AS FOLLOWS:

1. The Wilsonville City Council authorizes the Mayor to execute "Supplemental Agreement No. 1" attached hereto as Exhibit A, and incorporated by reference herein.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 1st day of June, 1998, and filed with the Wilsonville, City Recorder this date.



CHARLOTTE LEHAN, Mayor

ATTEST:

Sandra C King
SANDRA C. KING, CMC, City Recorder

SUMMARY of Votes:

Mayor Lehan	Yes
Councilor Kirk	Yes
Councilor Helser	Yes
Councilor Barton	Yes
Councilor Luper	Yes

SUPPLEMENTAL AGREEMENT NO. 1
Wilsonville Interchange
Landscaping Contract
Pacific Highway (I-5)

THE STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "ODOT"; and THE CITY OF WILSONVILLE, hereinafter referred to as "CITY" entered into Agreement No. 12740 on December 16, 1994. Said agreement covers roles and responsibilities for the design and construction of Phase 1 of the Wilsonville Interchange.

It has now been determined by ODOT and CITY that the agreement referenced above, although remaining in full force and effect, shall be amended by this Supplement No. 1 in order to include provisions for a separate but concurrent landscaping project to be administered by the CITY. Therefore the above mentioned agreement shall be amended to include the following:

RECITALS - Paragraph 9 and 10 shall be added as follows:

- "9 CITY plans and proposes to award a separate landscaping contract on ODOT right-of-way of I-5 in conjunction with Phase 1 of the Wilsonville Interchange project. The location of the landscaping work is approximately as shown on the sketch map attached hereto, marked Exhibit B, and by this reference made a part hereof. Said landscaping work shall be designed, advertised, awarded, and administered by the CITY at its own expense and at no cost to ODOT.
10. This amendment shall become effective upon execution of this supplemental agreement by all parties and shall remain in effect for the purpose of ongoing maintenance responsibilities for the useful life of the facilities constructed as part of the project. The landscaping contract shall be completed within one (1) calendar year following the date of final execution of this amendment by both parties."

CITY OBLIGATIONS - The following paragraphs shall be added:

- "12. CITY shall, at its own expense, design; obtain all required permits; arrange for the relocation or adjustment of any utility facilities which may be in conflict with plans; advertise for construction; and upon award of the contract, furnish all construction engineering, provide all technical inspection (except as provided for in ODOT OBLIGATIONS No. 10) and project manager services for administration of the CITY's separate landscaping contract on I-5 as shown on the attached Exhibit B."

M. C. & A. No. 12740
Supplemental Agreement No. 1

13. CITY shall design and construct the project according to ODOT and Federal standards.
14. CITY shall, prior to award of its separate landscaping contract, submit plans and specifications to ODOT's assigned Project Engineer for review and approval. No contract shall be awarded that is not keeping with the plans and specifications reviewed and approved by ODOT.
15. CITY agrees to comply with all provisions of ODOT issued permits and shall require its contractors, subcontractors, or consultants performing such work to comply with such provisions.
16. CITY shall, upon execution of this supplemental agreement and a letter of request from ODOT, forward to ODOT an advance deposit or irrevocable letter of credit in the amount of \$5,000 for payment of ODOT's costs outlined under ODOT Obligations. CITY agrees to make additional deposits as needed upon request from ODOT.
17. Upon completion of the project and receipt from ODOT of an itemized statement, CITY shall pay any remaining costs which will equal 100 percent of the actual total ODOT costs for project. Any portion of said advance deposit(s) which is in excess of total ODOT costs will be refunded to CITY.
18. CITY acknowledges and agrees that ODOT and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans and writings of CITY that are pertinent to this supplemental agreement to perform examinations and audits and make excerpts and transcripts. CITY shall retain and keep all files and records for a minimum of three (3) years after completion of the project.
19. CITY agrees to comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this supplemental agreement, including, without limitation, the provisions of ORS 279.312, 279.314, 279.316, 279.320 and 279.555, which hereby are incorporated by reference. Without limiting the generality of the foregoing, CITY expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659.425; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

M. C. & A. No. 12740
Supplemental Agreement No. 1

20. CITY shall require its contractor to obtain and keep in affect during the term of the contract Comprehensive or Commercial General Liability Insurance covering bodily injury and property damage. This insurance shall include personal injury coverage, contractual liability coverage for the indemnity provided under this supplemental agreement and products/completed operations liability. Combined single limit per occurrence shall not be less than \$1,000,000, or the equivalent. Each annual aggregate limit shall not be less than \$1,000,000, when applicable. The certificate of insurance shall include the State of Oregon, Transportation Commission and its members, Department of Transportation, officers and employees, as additional insured. CITY shall provide a copy of the certificate to ODOT prior to construction of the project. The insurance coverage shall not be amended, altered, modified, or canceled insofar as the coverage contemplated herein is concerned without at least 30 days prior written notice.
21. CITY shall, to the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, indemnify, defend, save, and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Department of Transportation, its officers and employees from any and all claims, suits, and liabilities which may occur in the performance of this project.
22. CITY shall, upon completion of CITY's said separate contract, and at its own expense, be fully responsible for all maintenance of said landscaping."

ODOT OBLIGATIONS The following paragraphs shall be added:

- "9. ODOT's District Manager shall, at no expense to the CITY, issue the necessary permits required to begin construction of CITY's separate landscaping contract on ODOT right-of-way.
10. ODOT's Region Manager shall assign a Project Manager for the plan review and periodic and final inspection of the CITY's separate landscaping contract at CITY's expense. ODOT'S final inspection shall be completed within 30 days of substantial completion.
11. ODOT shall, upon execution of this supplemental agreement, forward to CITY a letter of request for an advance deposit or irrevocable letter of credit in the amount of \$5,000 for payment of ODOT's expenses as outlined under ODOT Obligations. Additional deposits, if any, shall be made as needed upon request from ODOT. Requests for additional deposits shall be accompanied by an itemized statement of expenditures and an estimated cost to complete project.

M. C. & A. No. 12740
Supplemental Agreement No. 1

12. ODOT shall compile accurate cost accounting records. CITY may request a statement of ODOT's costs to date at any time by submitting a written request. When the actual total ODOT cost of ODOT services has been computed, ODOT shall furnish CITY with an itemized statement of said final costs within 30 days of CITY's substantial completion and will either bill from remaining costs or refund to CITY any portion of said advance deposit which is in excess of the total ODOT costs for project.
13. ODOT hereby grants CITY permission to enter onto ODOT right-of-way, upon issuance of ODOT required permits, for the purpose of constructing and maintaining landscaping on ODOT right-of-way on I-5."

GENERAL PROVISIONS The following paragraphs shall be added:

- "7. If CITY fails to maintain landscaping in accordance with the terms of this supplemental agreement, ODOT, at its option, may maintain and bill CITY, seek an injunction to enforce the duties and obligations of this supplemental agreement, or take any other action allowed by law.
8. This supplemental agreement may be terminated by mutual consent of both parties.

ODOT may terminate this supplemental agreement effective upon delivery of written notice to CITY, or at such later date as may be established by ODOT, under any of the following conditions, but not limited to these conditions.

- a. If CITY fails to provide services called for by this supplemental agreement within the time specified herein or any extension thereof.
- b. If CITY fails to perform any of the other provisions of this supplemental agreement, or so fails to pursue the work as to endanger performance of this supplemental agreement in accordance with its terms, and after receipt of written notice from ODOT fails to correct such failures within 10 days or such longer period as ODOT may authorize.
- c. If CITY fails to provide payment of \$5,000 as ODOT's cost of the project upon receipt of a letter of request from ODOT.

Any termination of this supplemental agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.

M. C. & A. No. 12740
Supplemental Agreement No. 1

9. This supplemental agreement and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding the agreement. No waiver, consent, modification or change of terms of this supplemental agreement shall bind either party unless in writing and signed by both parties and all necessary approvals have been obtained. Such waiver, consent, modification or changes if made, shall be effective only in the specific instance and for the specific purpose given. The failure of ODOT to enforce any provision of this supplemental agreement shall not constitute a waiver by ODOT or any other provision."

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals as of the day and year hereinafter written.

The Oregon Transportation Commission on February 18, 1998, approved Subdelegation Order No. 2, in which the Director grants authority to the Branch and Region Managers to approve and execute agreements for day to day operations.

APPROVAL RECOMMENDED:

BY Wade D.
Project Delivery Mgr.

Date 5-13-98

STATE OF OREGON

By and through its Dept. of
Transportation

By _____
Region 1 Manager

Date _____

REVIEWED FOR ODOT:

BY _____
Asst. Attorney General

Date _____

CITY OF WILSONVILLE

By and through its elected officials

By Charlotte Schan
Mayor

By Alonso C. King
Recorder

Date June 3, 1998

APPROVED AS TO FORM:

By Michael E. Kelly
City Attorney

Date 6/2/98

PLANT LIST

SYMBOL	QTY	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS
TREES					
	3	BETULA JACQUEMONTII	WHITE BARKED	2" CAL.	
	16	FRAXINUS PENNSYLVANICA	HIMALAYAN BIRCH	4" CAL.	
	6	FRAXINUS OXYCARPA 'FLAME'	FLAME ASH	4" CAL.	
	15	PSEUDOTSUGA MENZIESII	DOUGLAS FIR	17" - 16" DBH	
	3	THUJA PLICATA	WESTERN RED CEDAR	5" DBH	
SHRUBS					
	2	JUNIPERUS HORIZONTALIS	BLUE RUG JUNIPER	5 GAL.	
	361	VIBURNUM DAVIDII	DAVID VIBURNUM	3 GAL.	5' OC.
GROUND COVER					
	2670	ARCTOSTAPHYLOS UVA-URSI	BEARBERRY	4" POTS	30" OC.
	1284	ESCALLONIA RUBRA	RED ESCALLONIA	1 GAL.	24" OC.
	546	EUCYNTIUS FORTUNEI 'COLORATA'	PURPLE WINTER CREEPER	1 GAL.	24" OC.
	24	LIRIOPE MUSCARI AT SIGNS	BLUE LILYTURF	1 GAL.	7" OC.
	360	VACCINIUM VITIS IDAEA	COWBERRY	1 GAL.	24" OC.
	30	VINCA MINOR	BOWLES VINCA	1 GAL.	18" OC.
	51500	sq. ft. MULTIPURPOSE, LOW MAINTENANCE TURF MIX. SEE SPECS.			

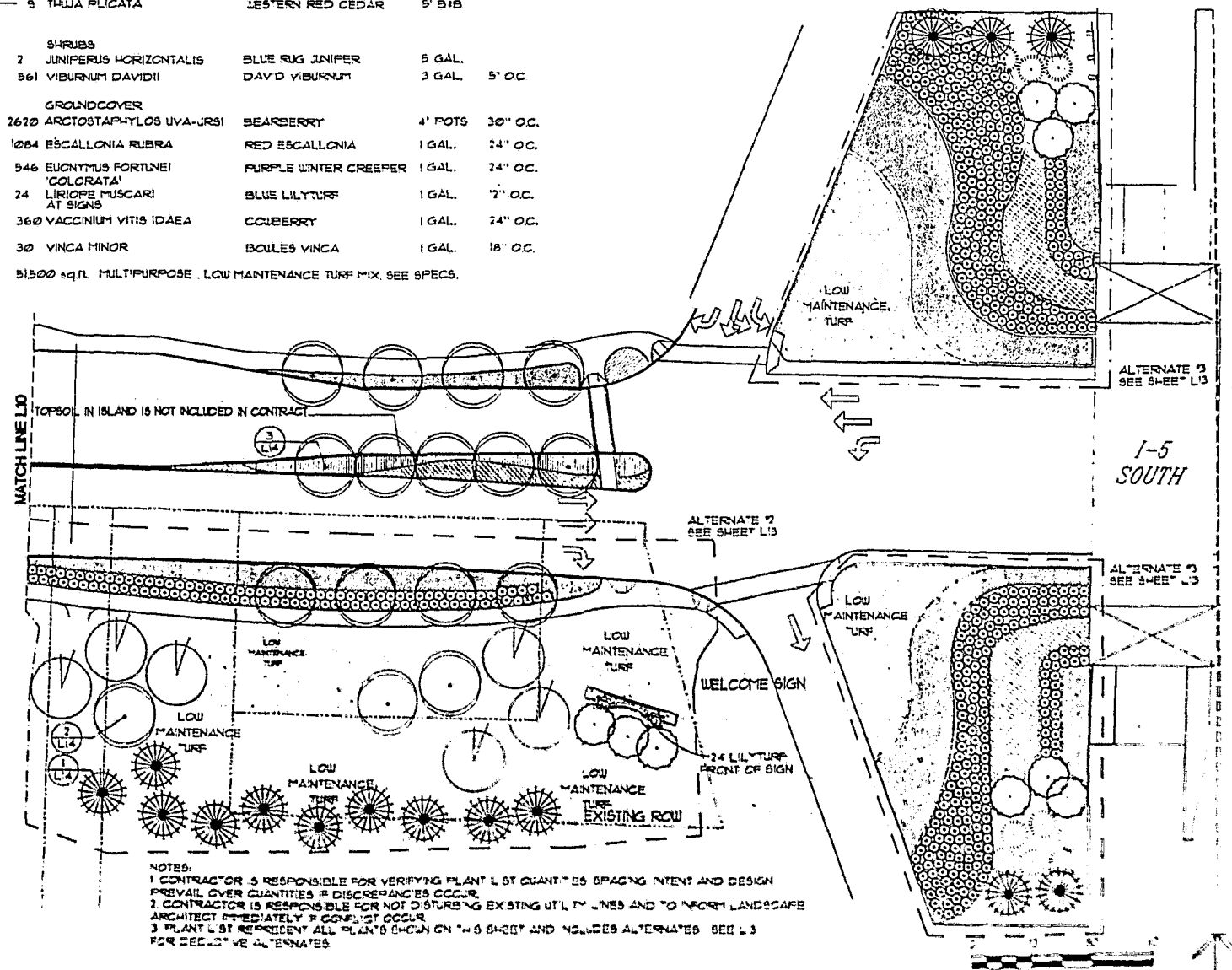
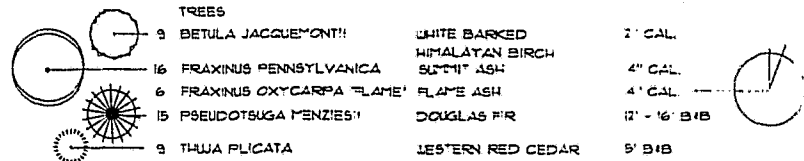


Exhibit B

NO.	DATE	REVISIONS



Date: January 1998
 Scale: 1" = 10'
 Drawn By: J. W. J.
 Checked By: J. W. J.

IMPROVEMENT PLANS
WILSONVILLE ROAD PLANTING PLAN
 CITY OF WILSONVILLE



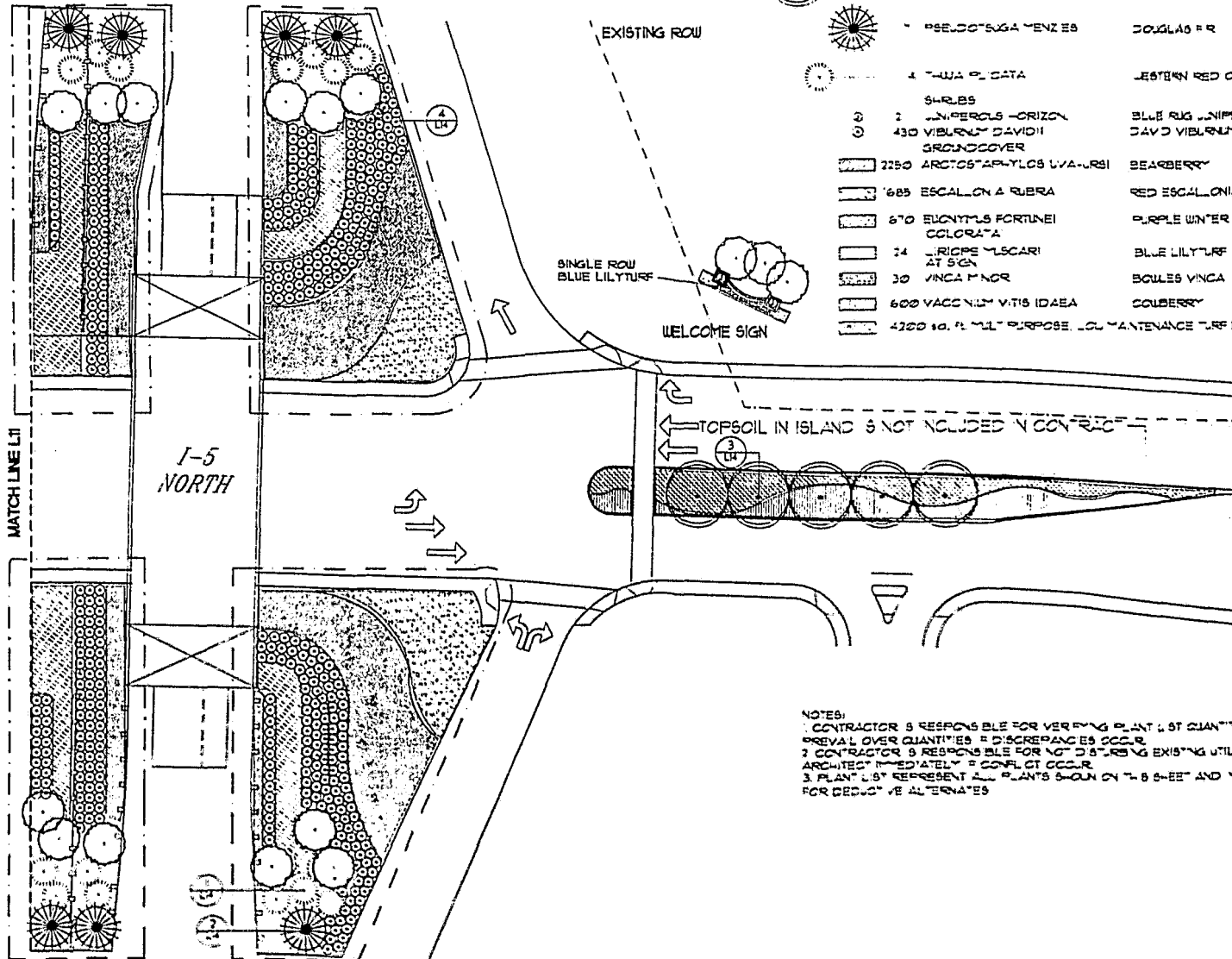
Job Number: P36053
 Sheet: L11
 CREGG

PLANT LIST

SYMBOL	QTY	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS
TREES					
	5	BETULA "JACQUEMONT"	WHITE BARKED MALAYAN BIRCH	2" CAL	
	5	FRAXINUS PENNSYLVANICA	ELM	4" CAL	
	1	PSEUDOTSUGA MENZIESII	DOUGLAS FIR	12-16" B&B	
	4	TAXUS PLICATA	WESTERN RED CEDAR	5" B&B	
SHRUBS					
	2	UNIFOLIOLUS - CRIZON	BLUE RUG JUNIPER	5 GAL	
	430	VIBURNUM DAVIDII	DAVID VIBURNUM	3 GAL	5' O.C.
GROUND COVER					
	2250	ARCTOSTAPHYLOS UVA-URSI	BEARBERRY	4" POT	30" O.C.
	685	ESCALONIA RUBRA	RED ESCALONIA	1 GAL	24" O.C.
	670	ELONANTHUS FORTUNEI COLORATA	PURPLE WINTER CREEPER	1 GAL	24" O.C.
	24	LIRIOPE MISCARITIS	BLUE LILYTURF	1 GAL	12" O.C.
	30	VINCA MINOR	BOULES VINCA	1 GAL	18" O.C.
	600	VACCINIUM VITIS IDAEA	COULBERRY	1 GAL	24" O.C.
	4200	10. "MULT" PURPOSE LOCAL MAINTENANCE TURF MIX, SEE SPECS			

ALTERNATE #3
SEE SHEET #3

ALTERNATE #3
SEE SHEET #3

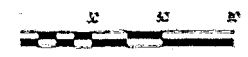


← TOPSOIL IN ISLAND IS NOT INCLUDED IN CONTRACT →

NOTES:
 1. CONTRACTOR IS RESPONSIBLE FOR VERIFYING PLANT LIST QUANTITIES, SPACING, PLANT AND DESIGN
 BEFORE ALL OVER QUANTITIES & DISCREPANCIES OCCUR.
 2. CONTRACTOR IS RESPONSIBLE FOR NOT DISTURBING EXISTING UTILITY LINES AND TO NOTIFY LANDSCAPE
 ARCHITECT IMMEDIATELY IF CONFLICT OCCURS.
 3. PLANT LIST REPRESENT ALL PLANTS SHOWN ON THIS SHEET AND INCLUDES ALTERNATES. SEE LIST
 FOR DECORATIVE ALTERNATES.

ALTERNATE #3
SEE SHEET #3

ALTERNATE #3
SEE SHEET #3



REVISIONS



Date: January 2008
 Scale: 1" = 10'
 Designed By: JLR/JR
 Drawn By: JLR/JR
 Checked By: JHR

PROPOSED PLANS

WILSONVILLE ROAD IMPROVEMENT PLAN

Job Number
F36053

Sheet
012