



Board of County Commissioners
 Clackamas County
 Board of North Clackamas Parks and Recreation District

Members of the Board:

Approval of a Public Improvement Contract
 between North Clackamas Parks and Recreation District and
Green Thumb Landscape & Maintenance, Inc. dba GT General Contracting

Purpose/Outcomes	Execution of a contract between North Clackamas Parks and Recreation District and Green Thumb Landscape & Maintenance, Inc. dba GT General Contracting for the Wichita Park Construction.
Dollar Amount and Fiscal Impact	Contract amount is not to exceed \$433,548.00.
Funding Source	\$ 10,000 Linwood Neighborhood Association \$113,536 SDCs, Zone 1 \$ 45,012 General Fund <u>\$265,000</u> State of Oregon Land and Water Conservation Fund Grant \$433,548 Total
Duration	Through October 1, 2018.
Previous Board Action	<ul style="list-style-type: none"> • January 21, 2010 – Amended 2008 Cooperative Intergovernmental Agreement Between City of Milwaukie and North Clackamas Parks and Recreation District. • November 23, 2016 - Approval of Land and Water Conservation Fund Grant Agreement with Oregon Parks and Recreation Department, North Clackamas Parks and Recreation District, and City of Milwaukie. • April 6, 2017 – Approval of an Intergovernmental Agreement between NCPRD and the City of Milwaukie to Formalize Roles and Responsibilities for Development of Wichita Park located in the City of Milwaukie.
Strategic Plan Alignment	<ul style="list-style-type: none"> • Build public trust through good government – Developing and maintaining partnerships with other government agencies • Build a strong infrastructure – Working together with City of Milwaukie to plan, engineer and construct a new neighborhood park. • Ensure safe, healthy and secure communities – Development of a new neighborhood park in the Linwood Neighborhood of Milwaukie.
Contact Person	Scott Archer, <i>NCPRD Director</i> , 503-742-4421 Kathryn Krygier, <i>Planning & Development Manager</i> , 503-742-4358

BACKGROUND:

The North Clackamas Parks and Recreation District (“NCPRD”) requests the approval of a contract for the construction of Wichita Park, a one-acre undeveloped site, located at 5908 S.E. Monroe Street in the Linwood neighborhood.

In 1999, a Master Plan of the Wichita Park site was completed and adopted in the City’s Comprehensive Plan. In 2015, the Master Plan was updated and 30% construction documents were completed to determine a project budget and seek project funding.

In 2016, the final design and construction funding was secured through an Oregon State Land and Water Conservation Fund Grant, NCPRD, and Linwood Neighborhood Association funds. NCPRD has completed construction plans and specifications for the park in 2017. The park project includes but is not limited to: clearing and grubbing, grading, installation of pavement, play equipment, fencing, drainage system, site furnishings, irrigation and planting, right-of-way improvements, and utility upgrades.

The NCPRD Board of Directors identified neighborhood park improvements for Wichita Park as a high priority project in the NCPRD 2007 Parks and Recreation System Development Charges (SDC) Update Methodology Report and Capital Improvement Plan (CIP). Funding has been secured and staff has conducted a formal public improvement process.

PROCUREMENT PROCESS:

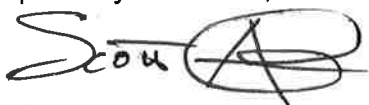
This project was requested by Kathryn Krygier. This project was advertised in accordance with ORS and LCRB Rules on March 22, 2018. On May 1, 2018, Four (4) bids were received: 3 Kings Environmental, \$589,500.00; GT- General Contracting, \$433,548.00; Paul Brothers, Inc., \$571,355.00; and PCR, Inc., \$609,000.00. After review of the bids, it was determined that GT General Contracting was the lowest responsive bidder. The total contract amount is not to exceed \$433,548.00.

The contract was reviewed and approved by County Counsel.

RECOMMENDATION:

Staff recommends that the Board of County Commissioners of Clackamas County, acting as the governing body of the North Clackamas Parks and Recreation District, approve and execute the Contract between North Clackamas Parks and Recreation District and Green Thumb Landscape & Maintenance, Inc. dba GT General Contracting for the Wichita Park Construction.

Respectfully submitted,



Scott Archer, Director
North Clackamas Parks and Recreation District



CLACKAMAS COUNTY PUBLIC IMPROVEMENT CONTRACT

This Public Improvement Contract (the "Contract"), is made by and between Clackamas County and North Clackamas Parks and Recreation District, both political subdivisions of the State of Oregon, hereinafter called "Owner," and **Green Thumb Landscape & Maintenance, Inc dba GT General Contracting**, hereinafter called the "Contractor" (collectively the "Parties"), shall become effective on the date this Contract has been signed by all the Parties and all County approvals have been obtained, whichever is later.

Project Name: **#2018-17 Wichita Park Construction**

1. Contract Price, Contract Documents and Work.

The Contractor, in consideration of the sum of **Four Hundred Thirty-Three Thousand Five Hundred Forty-Eight Dollars (\$433,548.00)** (the "Contract Price"), to be paid to the Contractor by Owner in the manner and at the time hereinafter provided, and subject to the terms and conditions provided for in the Instructions to Bidders and other Contract Documents (as defined in the Clackamas County General Conditions for Public Improvement Contracts (11/1/2017) ("General Conditions") referenced within the Instructions to Bidders), all of which are incorporated herein by reference, hereby agrees to perform all Work described and reasonably inferred from the Contract Documents. The Contract Price is the amount contemplated by the Base Bid.

Also, the following documents are incorporated by reference in this Contract and made a part hereof:

- Notice of Contract Opportunity
- Supplemental Instructions to Bidders
- Public Improvement Contract Form
- Clackamas County General Conditions
- Prevailing Wage Rates
- Plans, Specifications and Drawings
- Instructions to Bidders
- Bid Bond
- Performance Bond and Payment Bond
- Supplemental General Conditions
- Payroll and Certified Statement Form
- Addenda 1 - 2

2. Representatives.

Contractor has named Scott Friedman as its Authorized Representative to act on its behalf. Owner designates, or shall designate, its Authorized Representative as indicated below (check one):

Unless otherwise specified in the Contract Documents, the Owner designates Kathryn Krygier as its Authorized Representative in the administration of this Contract. The above-named individual shall be the initial point of contact for matters related to Contract performance, payment, authorization, and to carry out the responsibilities of the Owner.

Name of Owner's Authorized Representative shall be submitted by Owner in a separate writing.

3. Key Persons.

The Contractor's personnel identified below shall be considered Key Persons and shall not be replaced during the project without the written permission of Owner, which shall not be unreasonably withheld. If the Contractor intends to substitute personnel, a request must be given to Owner at least 30 days prior to the intended time of substitution. When replacements have been approved by Owner, the Contractor shall provide a transition period of at least 10 working days during which the original and replacement personnel shall be working on the project concurrently. Once a replacement for any of these staff members is authorized, further

replacement shall not occur without the written permission of Owner. The Contractor's project staff shall consist of the following personnel:

Project Executive: Scott Friedman shall be the Contractor's project executive, and will provide oversight and guidance throughout the project term.

Project Manager: Scott Friedman shall be the Contractor's project manager and will participate in all meetings throughout the project term.

Job Superintendent: Daniel Stenger shall be the Contractor's on-site job superintendent throughout the project term.

4. Contract Dates.

COMMENCEMENT DATE: Upon Issuance of Notice to Proceed ("NTP")

SUBSTANTIAL COMPLETION DATE: September 15, 2018 (Except for seeding and plant establishment)

FINAL COMPLETION DATE: October 1, 2018

Time is of the essence for this Contract. It is imperative that the Work in this Contract reach Substantial Completion and Final Completion by the above specified dates.

5. Insurance Certificates.

In accordance with Section G.3.5 of the General Conditions, Contractor shall furnish proof of the required insurance naming Clackamas County and North Clackamas Parks and Recreation as an additional insured. Insurance certificates may be returned with the signed Contract or may emailed to Procurement@clackamas.us.

6. Tax Compliance.

Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation 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, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (C) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

7. Confidential Information.

Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Contract, be exposed to or acquire information that is confidential to Owner. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract shall be deemed confidential information of Owner (“Confidential Information”). Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Contract.

8. Counterparts.

This Contract may be executed in several counterparts, all of which when taken together shall constitute an agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Contract so executed shall constitute an original.

9. Integration.

All provisions of state law required to be part of this Contract, whether listed in the General or Special Conditions or otherwise, are hereby integrated and adopted herein. Contractor acknowledges the obligations thereunder and that failure to comply with such terms is a material breach of this Contract.

The Contract Documents constitute the entire agreement between the parties. There are no other understandings, agreements or representations, oral or written, not specified herein regarding this Contract. Contractor, by the signature below of its authorized representative, hereby acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.

In witness whereof, Clackamas County executes this Contract and the Contractor does execute the same as of the day and year first above written.

Contractor DATA:

**Green Thumb Landscape Maintenance, Inc. dba
GT General Contracting
P.O. Box 5172
Salem, Oregon 97304**

Contractor CCB # 131659 Expiration Date: 9/5/2018

Oregon Business Registry # 692133-88 Entity Type: DBC

State of Formation: Oregon

Signature page to follow.

Payment information will be reported to the IRS under the name and taxpayer ID# provided by the Contractor. Information must be provided prior to contract approval. Information not matching IRS records could subject Contractor to 28 percent backup withholding.

Green Thumb Landscape and Maintenance, Inc.
dba GT General Contracting

North Clackamas Parks and Recreation District

Authorized Signature

Date

Chair

Date

Name / Title Printed

Recording Secretary

APPROVED AS TO FORM

County Counsel

Date