



This agreement is between the **Molalla River School District**, hereafter called **District**, and **Tarkett Sports Construction Northwest Inc.** hereafter called **Contractor**.

Administrators of this agreement are:

Contractor		Molalla River School District 35 (MRSD)	
Administrator	Kelly Fitzpatrick	Administrator:	Andy Campbell
Title:	Executive Vice President	Title:	Chief Financial Officer
Organization:	Tarkett Sports Construction Northwest Inc.	Organization:	Molalla River School District
Address:	1800 Blankenship Rd, Suite 315 West Linn, Oregon 97068	Address:	412 S Swiegle Ave Molalla, OR 97038
Phone:	(503) 780-9760	Phone:	503-829-2359 (ext 7470)
Email:	Kelly.Fitzpatrick@tarkettsports.com	Email:	Andy.Campbell@molallariv.k12.or.us
OR CCB#:	195757		

1. Purpose

The purpose of this agreement is to provide the contractual details between the Contractor and District regarding the MRSD turf and track project in accordance with Exhibit A (Tarkett Sports Construction Northwest Inc's 1/26/2026 Molalla Turf Field Conversion proposal and Molalla High School Bid Clarifications – 2/4/2026).

2. Effective Date and Duration

This agreement shall become effective upon the date of execution and shall expire, unless otherwise earlier terminated or extended, upon completion of the work, by **Tarkett Sports Construction Northwest Inc.**, whichever comes first. All work under this agreement shall be completed prior to the expiration of this agreement.

3. Statement of Work

The Statement of Work is contained in **Exhibit A** (Tarkett Sports Construction Northwest Inc's 1/26/2026 Molalla Turf Field Conversion proposal – Base scope and alternates 1, 2, and 3 and Molalla High School Bid Clarifications – 2/4/2026). attached hereto and by this reference made a part hereof. Schedule of work must be approved by District contract administrator or delegate before execution. The earliest construction start date of the project is ~~Saturday~~, ^{4/8} May 26, 2026 with completion dates of the synthetic turf finishing on September 10, 2026 and the track surfacing finishing on September 30, 2026.

4. Consideration

A. District shall pay Contractor, from available and authorized funds as provided in paragraph 8, the sum of up to \$2,428,701 (base bid \$2,060,925, 2/4/26 Bid Clarification Exhibit E Alternate 1 Cement Treatment: \$176,400, Alternate 2 Pad: \$180,715, Alternate 3 Required maintenance equipment: \$10,661) for accomplishing the work



MOLALLA RIVER SCHOOLS

required by this agreement as detailed in the attached Exhibits. This maximum, not-to-exceed compensation payable to Contractor includes all allowable expenses and reimbursement and may only be exceeded upon prior written and properly executed contract amendment.

B. Contractor shall send the District an invoice setting forth the fee due and include a summary of the work performed in a format agreed to by the District. District shall review all submitted invoices promptly and shall pay all undisputed amounts within 30 days of the District's receipt of the invoice.

C. Invoices shall be directed to the District Contract Administrator and Ron.stewart@molallariv.k12.or.us with a copy to Andy.Campbell@molallariv.k12.or.us. If an invoice is delivered on a non-business day, the invoices shall be considered received on the next day the District's Business Services Department is open for business.

5. Prevailing Wage Requirements.

Prevailing Wage publication applicable to this Contract is the Prevailing Wage Rates for Public Works Contracts effective January 5, 2026. See Section 11.12 for additional terms related to prevailing wage.

6. Subcontracts

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, without District's prior written consent. District's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns, if any.

7. Amendments

The terms of this Agreement shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written amendment signed by the parties. The amendment shall be effective as of the date on which every party has signed the amendment and all requisite approvals are obtained. All amendments to this Agreement shall comply with applicable statutes and administrative rules.

8. Termination

A. This agreement may be terminated by mutual consent of both parties, or by either party upon thirty (30) calendar day's written notice.

B. The District may terminate this agreement effective upon delivery of written notice to the Contractor, or at such other date as may be established by the District under any of the following conditions:

1. If District funding is not obtained and continued at levels sufficient to allow for purchase of the specified services. When possible, and when agreed upon, the agreement may be modified to accommodate a reduction in funds.
2. If federal or state regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this agreement, or are no longer eligible for the funding proposed for payments authorized by this agreement.
3. If the Contractor fails to perform the work specified herein, or so fails to pursue the work as to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from the District, fails to correct such failures within ten (10) days or such longer period as the District may authorize.



MOLALLA RIVER SCHOOLS

9. Funds Available and Authorized

In the event the District fails to have sufficient appropriations, limitations, or other expenditure authority, District may terminate this agreement without penalty or liability to the District, effective upon the delivery of written notice to the Contractor, with no further liability to Contractor. The District will be obligated to pay for all work completed to date of termination.

10. Access to Records

The District, and its duly authorized representatives shall have access to the books, documents, papers and records otherwise privileged under law of the Contractor which are directly pertinent to the specific agreement for the purpose of making audit, examination, excerpts, and transcript.

11. Compliance with Applicable Law

Contractor will comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Work under this Contract. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with (i) Title VI of the Civil Rights Act of 1964; (ii) Section V or the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659.425; (iv) the Fair Labor Standards Act; (v) the Occupational Safety and Health Act of 1970; (vi) all regulations and administrative rules established pursuant to the foregoing laws; and (vii) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

11.1 ORS 279A.110 (Non-Discrimination Certification): Contractor shall certify that Contractor has not discriminated and will not discriminate against a Subcontractor in the awarding of a subcontract because the Subcontractor is a minority, women, or emerging small business enterprise certified under ORS 200.055, or a business that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225.

11.2 ORS 279C.380 (Performance and Payment Bonds): Unless exempted by the Owner in writing pursuant to the Owner's local public contracting rules, prior to starting work under this Contract, Contractor shall execute and deliver to Owner a good and sufficient performance bond, in a form acceptable to Owner, in a sum equal to one hundred percent (100%) of the construction portion of the Contract Price, and Contractor shall execute and deliver to Owner a good and sufficient payment bond, in a form acceptable to Owner, in a sum equal to one hundred percent (100%) of the construction portion of the Contract Price, solely for the protection of claimants under ORS 279C.600.

11.3 ORS 279C.505 (Prompt Pay Requirement, Liens, Taxes, and Drug Testing): Contractor shall make payment promptly, as due, to all persons supplying to such Contractor labor or material for the performance of the Work provided for in such Contract; pay all contributions or amounts due the Industrial Accident Fund from such Contractor incurred in the performance of the Contract; not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation, or subdivision thereof, on account of any labor or material furnished; and pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. Contractor shall further demonstrate that an employee drug testing program is in place.

11.4 ORS 279C.510 (Recycling/Composting): If this Contract includes demolition work, the Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective. If this Contract includes lawn or landscape maintenance, the Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.

11.5 ORS 279C.515 (Failure to Make Prompt Payment): If Contractor fails, neglects, or refuses to make prompt payment of any Claim for labor or services furnished to the Contractor or a Subcontractor by any person in connection with this Contract as such Claim becomes due, the Owner may pay such Claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of this Contract. The payment of a Claim in the manner authorized in this section shall not relieve the



MOLALLA RIVER SCHOOLS

Contractor or the Contractor's surety from any obligation with respect to any unpaid Claims. Unless the payment is subject to a good-faith dispute as defined in ORS 279C.580, if Contractor or any first-tier Subcontractor fails to pay any Claim for materials or labor furnished under this Contract within 30 days after being paid by Owner, interest shall be due on such claim as specified in ORS 279C.515(2) at the end of the 10-day period that payment is due under ORS 279C.580(4). A person with any such unpaid Claim may file a complaint with the Construction Contractor's Board unless the complaint is subject to a good-faith dispute as defined in ORS 279C.580.

11.6 ORS 279C.520 and 279C.540 (Hours of Labor, Holidays, Overtime, Pay Equity, and Discussion of Rates of Pay):

.1 Contractor shall not employ and shall require that its Subcontractors not employ any person to perform construction work for more than ten (10) hours in any one (1) day, or forty (40) hours in any one (1) week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of Contracts for personal services as defined in ORS 279A.055, the laborer shall be paid at least time and a half pay:

.1.1 For all overtime in excess of eight (8) hours a day or forty (40) hours in any one (1) week when the work week is five (5) consecutive days, Monday through Friday; and

.1.2 For all overtime in excess of ten (10) hours a day or forty (40) hours in any one (1) week when the work week is four (4) consecutive days, Monday through Friday; and

.1.3 For work performed on Saturday and on any legal holiday specified in any applicable collective bargaining agreement or ORS 279C.540(1)(b).

.2 The requirement to pay at least time and a half for all overtime worked in excess of forty (40) hours in any one (1) week shall not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. Section 201 to 209 from receiving overtime. Contractor shall and shall require its Subcontractors to give notice in writing to their employees who work under this Contract, either at the time of hire or before commencement of Work on the Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

.3 Contractor shall comply with ORS 652.220 (Prohibition of discriminatory wage rates based on sex; employer not to discriminate against employee who is a complainant). Compliance is a material element of the Contract. Failure to comply is a breach that entitles the Owner to terminate the contract for cause.

.4 The Contractor may not prohibit any of the Contractor's employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person, and may not retaliate against an employee who does so.

11.7 ORS 279C.525 (Notice of Environmental Regulations): State law requires that solicitation documents for a public improvement contract that make specific reference to federal, state, and local agencies that have enacted ordinances, rules, or regulations dealing with the prevention of environmental pollution or the preservation of natural resources that may affect the performance of this Contract. These agencies include, but are not limited to:

.1 Federal Agencies: Department of Agriculture, Forest Service, Soil and Water Conservation Service, Coast Guard, Department of Defense, Army Corps of Engineers, Department of Emergency, Federal Energy Regulatory Commission, Environmental Protection Agency, Department of Health and Human Services, Department of Housing and Urban Development, Solar Energy and Energy Conservation Bank, Department of Interior, Bureau of Land Management, Bureau of Indian Affairs, Bureau of Mines, Bureau of Reclamation, Geological Survey, Minerals Management Service, U.S. Fish and Wildlife Service, Department of Labor, Mine



MOLALLA RIVER SCHOOLS

Safety and Health Administration, Occupational Safety and Health Administration, Department of Transportation, Federal Highway Administration, and Water Resources Council.

.2 State Agencies: Department of Administrative Services, Department of Agriculture, Soil and Water Conservation Commission, Columbia River Gorge Commission, Department of Energy, Department of Environmental Quality, Department of Fish and Wildlife, Department of Forestry, Department of Geology and Mineral Industries, Department of Human Resources, Department of Consumer and Business Services, Land Conservation and Development Commission, Department of Parks and Recreation, Division of State Lands, and Department of Water Resources.

.3 Local Agencies: City councils, county courts, county boards of commissioners, metropolitan service district councils, design commissions, historic preservation commissions, planning commissions, development review commissions, special district boards of directors, and other special districts and special governmental agencies such as TriMet, urban renewal agencies, and Port Districts.

.4 Tribal Governments.

11.8 ORS 279C.530 (Payment for Medical Care and Workers' Compensation): Contractor shall promptly, as due, make payments to any person, co-partnership, association, or corporation furnishing medical, surgical, and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract, or agreement for the purpose of providing or paying for such service. All employers, including the Contractor, that employ subject workers who work under this Contract in the State of Oregon shall comply with ORS 656.017, and provide the required workers' compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its Subcontractors complies with these requirements.

11.9 ORS 279C.545 (Time Limitations on Claims for Overtime): Construction workers employed by the Contractor or its Subcontractor shall be foreclosed from the right to collect for any overtime under this Contract unless a claim for payment is filed with the Contractor or Subcontractor within ninety (90) days from the completion of the Contract, providing the Contractor or Subcontractor has:

.1 Caused a circular clearly printed in blackface pica type and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place which is readily available and freely visible to any and all workers employed on the Work; and

.2 Maintained such circular continuously posted from the inception to the completion of the Contract on which workers are or have been employed.

11.10 ORS 279C.580(3) (Prompt Payment of First-Tier Subcontractors): Contractor shall include in each subcontract for property or services with a first-tier Subcontractor a clause that obligates the Contractor to pay the first-tier Subcontractor for satisfactory performance under its subcontract within ten (10) days out of such amounts as are paid to the Contractor by the Owner. Contractor shall also include in each subcontract a clause that states that if the Contractor fails to pay any claim for materials or labor furnished under this Contract within thirty (30) days after being paid by Owner, interest shall be due on such claim as specified in ORS 279C.515(2) at the end of the 10-day period that payment is due under ORS 279C.580(3). Contractor shall require each first-tier Subcontractor to include a payment clause and interest clause conforming to the requirements of ORS 279C.580 in each of its subcontracts, and to require each of its Subcontractors to include a similar clause in each Contract with a lower-tiered Subcontractor or supplier.



MOLALLA RIVER SCHOOLS

11.11 ORS 279C.605 (Notice of Claim on Bond): Any person claiming a right of action under ORS 279C.600 must file a notice of claim as provided in ORS 279C.605.

11.12 ORS 279C.800 to 279C.870:

.1 This Contract is subject to payment of prevailing wages under ORS 279C.800 to 279C.870. Each worker, the Contractor, Subcontractor, or other person who is party to the Contract used in performing all or part of the Contract, shall be paid not less than the applicable prevailing rate of wage for each trade or occupation as defined by the Director of the State of Oregon Bureau of Labor and Industries ("BOLI") in the applicable publication entitled Definitions of Covered Occupations for Public Works Contracts in Oregon. The prevailing wage rates for public works contracts in Oregon are contained in the following publications: Prevailing Wage Rates for Public Works Projects in Oregon, and PWR Apprenticeship Rates. Such publications can be reviewed electronically at <https://www.oregon.gov/boli/employers/Pages/prevailing-wage-rates.aspx> and are hereby incorporated by reference as part of the Contract Documents.

.2 District shall pay a fee to the Commissioner of the Oregon Bureau of Labor and Industries as provided in ORS 279C.825. The fee shall be paid to the Commissioner under the administrative rule of the Commissioner.

.3 Contractor and any Subcontractors shall post the prevailing wage rates in a conspicuous and accessible place in or about the Project.

11.13 ORS 279C.836: Contractor shall:

.1 File a public works bond with the Construction Contractors Board pursuant to ORS 279C.836 before starting Work on the Project, unless the Contractor is exempt under ORS 279C.836(2), (7), or (8).

.2 Include in every subcontract a provision requiring the Subcontractor to file a public works bond with the Construction Contractors Board pursuant to ORS 279C.836 before starting work on the project, unless a Subcontractor is exempt under ORS 279C.836(2), (7), or (8).

11.14 ORS 279C.845: If this Contract is subject to payment of prevailing wages under ORS 279C.800 to 279C.870:

.1 Contractor or Contractor's surety and every Subcontractor or Subcontractor's surety shall file with District a certified statement on a form provided by BOLI certifying the hourly rate of wage paid each worker employed by Contractor or Subcontractor on the Work and that no such worker has been paid less than the prevailing rate of wage or wage specified under the Contract.

.2 Notwithstanding ORS 279C.555 or 279C.570(7), District shall retain twenty-five percent (25%) of all amounts earned by Contractor until Contractor has filed the certified statements as required by ORS 279C.845. In addition, Contractor shall retain twenty-five percent (25%) of any amount earned by a first-tier Subcontractor until such Subcontractor has filed the certified statements with District. District and/or Contractor shall pay any such retained amounts within fourteen (14) days after such certified statements are filed.

11.15 ORS 468A.710: If this Contract requires asbestos abatement, Contractor or Subcontractor must possess an asbestos abatement license as required by ORS 468A.700 et seq.

11.16 ORS 671.560, 701.026 (Landscape/Construction Contractors License Required): If Contractor is performing work as a landscape contractor as defined in ORS 671.520(2), Contractor must have a current, valid landscape contractor's license issued under ORS 671.560. If Contractor is performing work as a Contractor as defined in ORS



MOLALLA RIVER SCHOOLS

701.005(2), Contractor must have a current, valid construction contractor's license, issued under ORS 701.026. Contractor shall further certify that all Subcontractors performing Work described in ORS 701.005(2) are registered with the Construction Contractors Board or licensed by the State Landscaping Contractor's Board as required by the above-noted statutes before they commence Work under this Contract. Contractor shall maintain in effect all licenses, permits, and certifications required for the performance of the Work. Contractor shall notify Owner immediately if any license, permit, or certification required for performance of this Contract shall cease to be in effect for any reason.

12. Sensitive Information

Except for information that is already a matter of public record, CONTRACTOR shall not publish or otherwise disclose, except to District or as otherwise required by law, any information or data obtained hereunder from private individuals, organizations, or public agencies in a publication wherein the information or data furnished by or about any particular person or establishment can be identified, except with the written consent of such person or establishment. Information concerning the business of the District, its financial affairs, and its relations with its clients and employees, as well as any other information that may be specifically classified as confidential by the District, shall be kept confidential. CONTRACTOR shall instruct its employees and subcontractors to keep such information confidential by using the same care and discretion that they use with similar information that the CONTRACTOR designates as confidential.

13. Alcohol/Drug/Firearm Policy

District prohibits the use of drugs, tobacco, alcohol, or firearms on District property.

14. Indemnification

Contractor shall defend, indemnify, and hold District, its officers, agents, and employees harmless against all liability, loss, costs, or expenses, including attorney's fees, and against all claims, actions, or judgments based upon or arising out of damage or injury (including death) to persons or property caused by any act or omission of an act sustained in any way in connection with the performance of this agreement or by conditions created thereby, or based upon violation of any statute, ordinance, or regulation (arising out of acts or omissions of the Contractor, its employees, agents or subcontractors). This contractual indemnity provision does not abrogate common law or statutory law liability and indemnification to District, but is in addition to such common law or statutory law provisions.

15. Insurance

As evidence of the insurance coverage required by this contract, the Contractor shall furnish Certificate(s) of insurance to the District before final award can be authorized. The insurance coverage required under this contract shall be obtained from acceptable insurance companies or entities. The contractor shall be financially responsible for all deductibles, self-insured retention and/or self-insurance included hereunder. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this contract:

Commercial General Liability Insurance covering bodily injury and property damage. Combined single limit per occurrence shall not be less than \$1,000,000. Each annual aggregate limit shall not be less than \$2,000,000.

Automobile Liability. Combined single limit per occurrence shall not be less than \$1,000,000. Each annual aggregate limit shall not be less than \$1,000,000.

Professional Liability. Combined single limit per occurrence shall not be less than \$1,000,000. Each annual aggregate limit shall not be less than \$1,000,000.

Abuse & Molestation. Contractor will obtain or update policy to have endorsement for abuse and molestation to the general liability insurance to the amount of \$1,000,000 with aggregate limit of \$2,000,000.

All subject employers working under this contract are either employers that will comply with ORS 656.017 which requires them to provide Oregon workers' compensation coverage that satisfies Oregon law for all their subject workers, or employers that are exempt under ORS 656.126. [2003 c.794 §76c] In addition, Contractor will obtain, at contractor's expense, and keep in effect during the term of this contract, Employers Liability insurance with a limit of



MOLALLA RIVER SCHOOLS

not less than \$1,000,000 per each occupational accident/disease. The Commercial General Liability and Automobile Liability insurance coverage required for performance of the contract shall include Molalla River School District, its divisions, officers, and employees as Additional Insured but only with respect to the Contractor's activities to be performed under this contract.

16. Independent Contractor Status

This Contract is not intended and nothing contained herein shall be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association between District and Contractor, but is rather an agreement between independent parties, these being District and Contractor.

17. Background Check Certification

The Contractor will ensure that all employees, agents and subcontractors do not have direct, unsupervised (by MRSD staff) contact with children on the project. Background checks are not required if there is no direct, unsupervised (by MRSD staff) contact with children on the project. While direct, unsupervised contact is not expected, the Contractor shall ensure that employees and agents with the opportunity for direct, unsupervised contact with students have successfully passed a nationwide background check. Employees or agents convicted, or arrested without resolution, of the crimes listed in ORS 342.143(3)(a), constitutes failure of the background check. Contractor must comply with all Senate Bill 155 requirements, including, but not limited to, providing District requested information for any of Contractor's employees, volunteers, or agents, who have the potential for unsupervised contact with District students, and providing requested information for new employees, volunteers, or agents to be cleared by District before they begin work with District.

18. Merger Clause

This agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements or representations, oral or written, not specified herein regarding this agreement. Both parties, by the signature below of its authorized representative, hereby acknowledges that s/he has read this agreement, understands it and agrees to be bound by its terms and conditions.

SIGNATURES

Molalla River School District

Name: _____

Title: _____

Signature: _____

Date: _____

Name:

Title:

Signature:

Date:

