

CLACKAMAS COMMUNITY COLLEGE PROFESSIONAL SERVICES AGREEMENT

A Professional Services Agreement ("Contract") between CLACKAMAS COMMUNITY COLLEGE ("College"), and TARKETT SPORTS CONSTRUCTION NORTH-WEST, INC. ("Provider").

WHEREAS, College and Provider believe it in their mutual interest to enter into a written contract setting out their understandings concerning Provider's provision of _Athletics Pre-Construction and construction services to the College for the Clackamas Community College Sports Complex ("Project"). Parties acknowledge that services are being accessed through Oregon Inter- Mountain ESD (IMESD) cooperative purchasing agency agreement AEPA IFB #024. IMESD is a member of The Association of Educational Purchasing Agencies (AEPA) program, and both College and Provider are eligible participants to IMESD AEPA IFB #024

1. Term

The term of this Contract shall be from July 17, 2025 until not later than December 31, 2026 unless sooner terminated under the provisions of this Contract. All Services under this Contract shall be completed prior to the expiration of this Contract. It is agreed that time is of the essence in the performance of the Services and these dates shall be binding on the parties.

2. Provider's Service

The scope of Provider's services under this Contract are set forth in Exhibit B (the "Services"). All provisions and covenants contained in said exhibit are hereby incorporated by reference and shall become a part of this Contract as if fully set forth. Any conflict between this Contract and Exhibit A and Exhibit B (if any) shall be resolved first in favor of this written Contract. Provider shall perform Services using the degree of skill and knowledge customarily employed by professionals performing similar services in the same region of Oregon. The Provider shall be responsible for providing, at the Provider's cost and expense, all management, supervision, materials, administrative support, supplies, and equipment necessary to perform the Services as described herein, all in accordance with this Contract. All Provider personnel shall be properly trained and fully licensed to undertake any activities pursuant to this Contract, and Provider shall have all requisite permits, licenses and other authorizations necessary to provide the Services. Provider acknowledges and agrees that College may cause or direct other persons or contractors to provide services for and on behalf of College that are the same or similar to the Services provided by Provider under this Contract.

- i. Contract Documents: This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A Provider's Service and Compensation, Exhibit B Contractor's Pre-Construction and Construction Services Proposal (addresses detailed scope of work and NTE components of the contract amount).
- ii. Further Assurances: Provider agrees to take all necessary steps and execute and deliver any and all necessary written instruments, to perform under this Contract including, but not limited to, executing all additional documentation necessary to complete services.

3. Provider Identification

Provider shall furnish to College Provider's employer identification number, as designated by the Internal Revenue Service or, if the Internal Revenue Service has designated no employer identification number, Provider's Social Security number.

4. Compensation

College agrees to pay Provider in accordance with Exhibit A. The maximum not-to-exceed compensation payable to Provider under this Contract, which includes any allowable expenses, is \$ 16,797,124. College will not pay Provider any amount in excess of the not-to-exceed compensation for completing the Services.

5. Project Managers

College's Project Manager is Ron Prince. Provider's Project Manager is Jason Silvis. Each party shall give the other written notification of any change in their respective Project Manager.

6. Project Information

Provider agrees to share all project information, to fully cooperate with all corporations, firms, contractors, governmental entities, and persons involved in or associated with the project. No information, news, or press releases related to the project shall be made to representatives of newspapers, magazines, television and radio stations, or any other news medium without the prior authorization of College's Project Manager.

7. Duty to Inform

Provider shall give prompt written notice to College's Project Manager if, at any time during the performance of this Contract, Provider becomes aware of actual or potential problems, faults or defects in the Project, any nonconformity with the Contract, or with any federal, state, or local law, rule or regulation, or has any objection to any decision or order made by College. Any delay or failure on the part of College to provide a written response to Provider shall constitute neither agreement with nor acquiescence in Provider's statement or claim and shall not constitute a waiver of any of College's rights.

8. Provider is Independent Contractor

Provider is an independent contractor for all purposes and shall be entitled to no compensation other than the compensation expressly provided by this Contract. Provider hereby expressly acknowledges and agrees that as an independent contractor, Provider is not entitled to indemnification by the College or the provision of a defense by the College under the terms of ORS 30.285. This acknowledgment by Provider shall not affect his/her independent ability (or the ability of his/her insurer) to assert the monetary limitations found at ORS 30.270, the immunities listed at ORS 30.265, or other limitations affecting the assertion of any claim under the terms of the Oregon Tort Claims Act (ORS 30.260 to ORS30.300).

9. Overtime

Any person employed on work under this Contract, other than a person subject to being excluded from the payment of overtime pursuant to either ORS 653.010 to 653.261 or 29 USC §201 to 209, shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week.

10. Representations

The Provider represents and covenants that:

- i. The Provider has the required authority, ability, skills and capacity to, and shall, perform the Services in a manner consistent with this Contract. Further, any employees and subcontractors of the Provider employed in performing the Services shall have the skill, experience and licenses required to perform the Services assigned to them. All work product of Provider required to be stamped shall be stamped by the appropriately licensed professional.
- ii. To the extent the Provider deems necessary, in accordance with prudent practices, the Provider has inspected the sites and all of the surrounding locations whereupon the Provider may be called to perform the Provider's obligations under this Contractor and is familiar with requirements of the Services and accepts them for such performance.
- iii. The Provider has knowledge of all of the legal requirements and business practices in the State of Oregon that must be followed in performing the Services and the Services shall be

- performed in conformity with such requirements and practices.
- iv. The Provider is validly organized and exists in good standing under the laws of the State of Oregon and has all the requisite powers to carry on the Provider's business as now conducted or proposed to be conducted and the Provider is duly qualified, registered or licensed to do business in good standing in the State of Oregon.
 - v. The execution, delivery and performance of this Contract and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action and do not and will not (a) require any further consent or approval of the board of directors or any shareholders of the Provider or any other person which has not been obtained or (b) result in a breach of default under the certificate of incorporation or by-laws of the Provider or any indenture or loan or credit agreement or other material agreement or instrument to which the Provider is a party or by which the Provider's properties and assets may be bound or affected. All such consents and approvals are in full force and effect.

11. Indemnity and Insurance

- i. Indemnity: Provider shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which is caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. Provider shall indemnify, hold harmless and defend the College, and its officers, elected and appointed officials, agents, volunteers, and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, including attorneys' fees, arising out of or based upon the acts or omissions of the Provider or the Providers's employees, subcontractors, or agents in connection with the performance of this Contract. However, neither Provider nor any attorney engaged by Provider shall defend the claim in the name of College, nor purport to act as legal representative of College without first receiving from the College's Business Office authority to act as legal counsel for College, nor shall Provider settle any claim on behalf of College without the approval of the College's legal representative authority. College may, at its election and expense, assume its own defense and settlement. The obligations of the indemnifications extended by the Provider to the College shall survive the termination or expiration of this Contract.
- ii. General Liability Insurance: Provider shall maintain a broad form commercial general liability insurance policy reflecting limits of not less than \$2,000,000 combined single limit per occurrence, with an annual aggregate of \$3,000,000 for bodily injury, personal injury or property damage. Such policy shall contain a contractual liability endorsement to cover Providers indemnification obligations under this Contract. The policy shall also contain an endorsement naming College, elected officials, agents, employees and as an additional insured, in a form satisfactory to College, and expressly providing that the interest of College shall not be affected by Provider's breach of policy provisions.
- iii. Automobile Liability: Provider shall maintain an automobile liability insurance policy reflecting limits of not less than \$2,000,000 combined single limit per occurrence for bodily injury, personal injury or property damage. The coverage shall include both hired and non-owned auto liability. The policy shall also contain an endorsement naming College as an additional insured, in a form satisfactory to College, and expressly providing that the interest of College shall not be affected by Provider's breach of policy provisions.
- iv. Certificates: Provider shall provide to College Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) shall list Clackamas Community College, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance College has the right to request

copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

- v. Primary Coverage: The coverage provided by insurance required under this Contract shall be primary, and any other insurance carried by College shall be excess.
- vi. Limitation of Liability: This Contract is expressly subject to the debt limitation of Oregon set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 20 neither party shall be liable for (I) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.
- vii. Tail Coverage: If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Provider shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Contract, for a minimum of 24 months following the later of (i) Provider's completion and College's acceptance of all Services required under this Contract, or, (ii) College or Provider termination of Contract, or, (iii) The expiration of all warranty periods provided under this Contract.

12. Work is Property of College

Except as set forth in Section 23, all work product of the Provider prepared pursuant to this Contract, including but not limited to, all maps, plans, drawings, specifications, reports, electronic files and other documents, in whatever form, shall upon payment of all amounts rightfully owed by the College to the Provider herein remain the property of the College under all circumstances, whether or not the Services are complete. When requested by the College, all work products shall be delivered to the College in PDF or full-size, hard copy form. Work products shall be provided to the College at the time of completion of any of the discrete tasks specified in the Services. Provider shall maintain copies on file of any such work product involved in the Services for three (3) years after College makes final payment on this Contract and all other pending matters are closed, shall make them available for the College's use, and shall provide such copies to the College upon request at commercial printing or reproduction rates at the time of the request, these printing fees shall be payable to the provider before delivery to the College.

13. Law of Oregon

The Contract shall be governed by the laws of the State of Oregon. Venue shall be in Clackamas County, Oregon.

14. Errors

Provider shall perform such additional work as may be necessary to correct errors in the Services without undue delays and without additional cost.

15. Extra or Changes in Work

Only the College Vice President or the Project Manager may authorize extra (and/or change) work. Failure of Provider to secure authorization for extra work shall constitute a waiver of all right to adjustment in the Contract price or Contract time due to such unauthorized extra work and Provider thereafter shall be entitled

to no compensation whatsoever for the performance of such work.

16. Successors and Assignments

- i. Each party binds itself, and any partner, successor, executor, administrator, or assign to this Contract.
- ii. Neither College nor Provider shall assign or transfer their interest or obligation hereunder in this Contract without the written consent of the other Provider must seek and obtain College's written consent, which consent will not be unreasonable withheld. before subcontracting any part of the work required of Provider under this Contract. Any assignment, transfer, or subcontract attempted in violation of this subparagraph shall be void.

17. Records

- i. Provider shall retain all books, documents, papers, and records that are directly pertinent to this Contract for at least three (3) years after College makes final payment on this Contract and all other pending matters are closed.
- ii. Provider shall allow College, or any of its authorized representatives, to audit, examine, copy, take excerpts from, or transcribe any books, documents, papers, or records that are subject to the foregoing retention requirement.

18. Confidentiality

During the performance of the Contract and for all time subsequent to completion of the Services under this Contract, the Provider agrees not to use or disclose to anyone, except as required by the performance of this Contract or by law, or as otherwise authorized by the College, any and all information given to the Provider by the College or developed by the Provider as a result of the performance of this Contract. The Provider agrees that if the College so requests, the Provider will execute a confidentiality agreement in a form acceptable to the College and will require any employee or subcontractor performing work under this Contract or receiving any information deemed confidential by the College to execute such a confidentiality agreement.

19. Provider Trade Secrets and Open Records Requests

- i. Public Records. The Provider acknowledges and agrees that all documents in the College's possession, including documents submitted by the Provider, are subject to the provisions of the law, and the Provider acknowledges that the College shall abide by the Law, including honoring all proper public records requests. The Provider shall be responsible for all Provider's costs incurred in connection with any legal determination regarding the Law, including any determination made by a court pursuant to the law. The Provider is advised to contact legal counsel concerning such acts in application of the law to the Provider.
- ii. Confidential or Proprietary Materials. If the Provider deems any document(s) which the Provider submits to the College to be confidential, proprietary or otherwise protected from disclosure under the Law, then the Provider shall appropriately label such document(s), and submit such document(s) to the College together with a written statement describing the material which is requested to remain protected from disclosure and the justification for such request. The request will either be approved or denied by the College in the College's discretion. The College will make a good faith effort to accommodate a reasonable confidentiality request if in the College's opinion the College determines the request complies with the law.

20. Breach of Contract

- i. Provider shall remedy any breach of this Contract within the shortest reasonable time after Provider first has actual notice of the breach or College notifies Provider of the breach, whichever is earlier. If Provider fails to remedy a breach in accordance with this paragraph, College may terminate that part of the Contract affected by the breach upon written notice to Provider, may obtain substitute services in a reasonable manner, and may recover from Provider the amount by which the price for those substitute services exceeds the price for the same services under this Contract.
- ii. If the breach is material and Provider fails to remedy the breach in accordance with this paragraph, College may declare Provider in default and pursue any remedy available for a default.
- iii. Pending a decision to terminate all or part of this Contract, College unilaterally may order Provider to suspend all or part of the Services under this Contract. If College terminates all or part of the Contract pursuant to this paragraph, Provider shall be entitled to compensation only for Services rendered prior to the date of termination, but not for any Services rendered after College ordered suspension of those Services. If College suspends certain Services under this Contract and later orders Provider to resume those Services, Provider shall be entitled to reasonable damages actually incurred, if any, as a result of the suspension.
- iv. To recover amounts due under this paragraph, College may withhold from any amounts owed by College to Provider, including but not limited to, amounts owed under this or any other Contract between Provider and College.

21. Mediation/ Trial without a jury

Should any dispute arise between the parties to this Contract it is agreed that such dispute will be submitted to a mediator prior to any litigation and the parties hereby expressly agree that no claim or dispute arising under the terms of this Contract shall be resolved other than first through mediation and only in the event said mediation efforts fail, through litigation. Any litigation arising under or as a result of this Contract shall be tried to the court without a jury. Each party agrees to be responsible for payment of its own professional fees, including attorneys fees.

The parties shall exercise good faith efforts to select a mediator who shall be compensated equally by both parties. Mediation will be conducted in Portland, Oregon, unless both parties agree in writing otherwise. Both parties agree to exercise good faith efforts to resolve disputes covered by this section through this mediation process. If a party requests mediation and the other party fails to respond within ten (10) days, or if the parties fail to agree on a mediator within ten (10) days, a mediator shall be appointed by the presiding judge of the Clackamas County Circuit Court upon the request of either party. The parties shall have any rights at law or in equity with respect to any dispute not covered by this Section.

22. Termination for Convenience

The College may terminate all or part of this Contract at any time for its own convenience with five (5) days' written notice to Provider. Upon termination under this paragraph, Provider shall be entitled to compensation for all Services rendered prior to actual notice of the termination or the receipt of the College's written notice of termination, whichever is earlier, plus Provider's reasonable costs actually incurred in closing out the Contract.

23. Intellectual Property

The College and Provider agree that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All reports, drawings, plans and other documents, information and material, including material in electronic media, together with any design or creative concepts contained therein or any other intellectual property relating thereto, prepared and delivered to the College by the Provider in connection with the Services shall be considered the exclusive property of the Provider. For any work product containing the

Provider's intellectual property that is or could be protected by federal copyright, patent, or trademark laws, the Provider hereby grants the College a perpetual, royalty-free, fully-paid, nonexclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, and use, or re-use, in whole or in part, and to authorize others to do the same.

24. Payment for Labor or Material

Provider shall make payment promptly, as due, to all persons supplying to Provider labor or material for the prosecution of the work provided for in this Contract. (ORS 279B.220)

25. Contributions to the Industrial Accident Fund

Provider shall pay all contributions or amounts due the Industrial Accident Fund from Provider incurred in the performance of this Contract, and shall ensure that all subcontractors pay those amounts due from the subcontractors. (ORS 279B.220)

26. Liens and Claims

Provider shall 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. (ORS 279B.220)

27. Income Tax Withholding

Provider shall pay to the Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167. (ORS 279B.220)

28. Payment of Claims by the College

If Provider fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Provider or a subcontractor by any person in connection with this Contract as the claim becomes due, the College may pay the claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to Provider pursuant to this Contract. The College's payment of a claim under this Paragraph shall not relieve Provider or Provider's surety, if any, from responsibility for those claims.

29. Hours of Labor

Provider shall pay employees for overtime work performed under the terms of this Contract in accordance with ORS 653.010 to ORS 653.261 and the Fair labor standards Act of 1938. (29 USC §§ 201 *et. seq.*)

30. Workers' Compensation

Provider is a subject employer that will comply with ORS 656.017. Provider warrants that all persons engaged in contract work and subject to the Oregon Workers' Compensation law are covered by a workers' compensation plan or insurance policy that fully complies with Oregon law. Provider shall indemnify College for any liability incurred by College as a result of Provider's breach of the warranty under this Paragraph. (ORS 279B.230)

31. Medical Care for Employees

Provider shall make payment of all sums to any person, co-partnership, association or corporation, furnishing medical, surgical and/or hospital care incident to the sickness or injury of Provider's employee(s), all sums which Provider agrees to pay for such services and all monies and sums which Provider collected or deducted from the wages of employees pursuant to any law, contract or contract for the purpose of providing or paying for such service. (ORS 279B.230)

32. Non-Discrimination

Provider agrees to comply with all applicable requirements of federal and state civil rights and

rehabilitation statutes, rules, and regulations. Provider also shall comply with the Americans with Disabilities Act of 1990, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.

33. Foreign Contractor

If Provider is not domiciled in or registered to do business in the state of Oregon, Provider shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Contract. Provider shall demonstrate its legal capacity to perform these services in the state of Oregon prior to entering into this Contract.

34. Federal Environmental Laws

Provider shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

35. Lawn or Landscaping.

If the Services or Project under this Agreement contemplate lawn or landscape maintenance, Consultant shall salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective. (ORS 278B.225).

36. Tax Representation

Provider represents it has complied with the tax laws of Oregon and the tax laws of all political subdivisions of Oregon, as applicable, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318. Provider warrants that it will continue to comply with the tax laws of Oregon and the tax laws of all political subdivisions of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318, for the term of this Contract. Provider's failure to comply with the tax laws of Oregon or a political subdivision of this state prior to executing this Contract, or during the term of this Contract, is a default for which the College may terminate this Contract and seek damages as well as other relief available under applicable law.

37. Notice

All notices, bills and payments shall be made in writing and may be given by personal delivery, mail, or by fax. Notice, bills, payments, and other information shall also be made via email to the parties listed below. Payments may be made by personal delivery, mail, or electronic transfer. The addresses provided in the signature blocks to this Contract. When notices are so mailed, they shall be deemed given upon deposit in the United States mail, postage prepaid, or when so faxed, shall be deemed given upon successful fax. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills and payments are to be given by giving written notice pursuant to this Section.

College

Ron Prince, Dean of Campus Services
Clackamas Community College
19600 Molalla Ave
Oregon City Oregon 97045
ron.prince@clackamas.edu
503-594-6787
CC
Wesley Buchholz -
wesley.buchholz@clackamas.edu

Provider

Eddy Schmitt, President & CEO
Tarkett Sports Construction North-West, Inc.
175 N Industrial Blvd NE.
Calhoun, GA 30701
Eddy.Schmitt@tarkettsports.com
(248) 977-4395
CC
Jason Silvis - Jason.Silvis@tarkettsports.com
Rob Gloeckner - Rob.Gloeckner@tarkettsports.com

38. Modification

Any modification of the provisions of this Contract shall be reduced to writing and signed by the parties.

39. No Waiver of Legal Rights

No waiver of any provisions of this Contract shall be deemed to constitute a waiver of any other provision of the Contract, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver by a party of any breach by the other shall not be deemed to be a waiver of any subsequent breach.

40. Counterparts/Integration/Entire Contract

This Contract constitutes the entire agreement between the parties hereto relating to the Services and sets forth the rights, duties, and obligations of each party to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Contract are of no force and effect. This Contract may be executed in counterparts, each of which shall be deemed to be an original, which together shall constitute a binding agreement. Each person signing below represents that she or he has the authority to sign this Contract for and on behalf of the party for whom she or he is signing. This Contract, including any exhibits attached hereto, constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, between the parties with respect to the subject matter. Any party shall be entitled to sign and transmit electronic signatures to this Contract (whether by facsimile, .pdf, or electronic mail transmission), and any such signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature to this Contract agrees to promptly execute and deliver to the other parties, upon request, an original signed Contract.

41. Severability

If any provision or portion of this Contract is held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining terms and provisions shall not be affected to the extent that it did not materially affect the intent of the parties when they entered into the Contract.

[Remainder of this page is intentionally left blank; signatures are on the following page.]

IN WITNESS WHEREOF, the parties have duly executed this Contract as of the Effective Date.

CLACKAMAS COMMUNITY COLLEGE

TARKETT SPORTS CONSTRUCTION
NORTH-WEST, INC

Date signed: _____

Date signed: _____

Signature: _____

Signature: _____

Name: Jeff Shaffer

Name: Eddy Schmidtt

Title: Vice President of Finance and Operations

Title: President & CEO

EXHIBIT A PROVIDER'S SERVICE AND COMPENSATION

Provider will perform the duties indicated in the TARKETT SPORTS CONSTRUCTION NORTH-WEST, INC proposal dated July 8, 2025 (Exhibit B). The amount of this agreement is \$16,797,124. The objective of this agreement is to complete design and construction of facilities for a sports complex. The effective period of this agreement is July 17, 2025 until not later than December 31, 2026.

1 Type of Contract

- i. This is a Not-To-Exceed agreement, with individual scopes of work identified in Exhibit B with descriptions of work and budgetary values.
- ii. Performance of the individual scopes of work shall be made only as authorized by written notice by the College's Project Manager or designee. Each scope authorization shall include a scope of work, agreed Not-To-Exceed price and estimated timeline for services.
- iii. It is recognized that initial values are estimated but the overall total of the values is the Not-To-Exceed amount of this agreement and includes the entire scope of work outlined in Exhibit B. With mutual consent of the parties, values may be adjusted during the course of the project within the confines of the agreement total amount.
- iv. Provider will utilize scope level pricing no greater than allowed by the IMESD/AEPA cooperative purchasing agency agreement.
- v. Provider agrees that all cost detail and supporting estimates, including any subcontractor bidding information is to be shared in an "open book" format with the College. This information will be used to inform discussions and negotiations on individual scope authorizations.
- vi. Provider will endeavor to utilize local and or disadvantaged subcontractors in the execution of the work to the extent practicable and within the parameters of the available budget.
- vii. All individual scope authorizations are subject to the terms and conditions of this Contract. In the event of a conflict between a task order and this Contract, the Contract shall control.

2 Payment Information

- The College will not pay the Provider for services performed before the term of this Contract starts or after the term of this Contract ends.
- No compensation will be paid by College for any portion of the Services not performed. Payment shall not be considered acceptance or approval of any Services or waiver of any defects therein. The compensation and reimbursable expenses shall constitute full and complete payment for said Services and all expenditures which may be made and expenses incurred, except as otherwise expressly provided in this Contract or agreed to by mutual written and duly signed agreement of College and Provider. Failure of Provider to secure authorization for extra work

- shall constitute a waiver of all right to adjustment in the compensation, reimbursable expenses, or any stated project schedule due to such unauthorized extra work and Provider thereafter shall be entitled to no compensation whatsoever for the performance of such work.
- The College will pay only for completed Services that are accepted by the College.
 - Provider will submit monthly invoices to the College for Services performed by the 10th of each month. The invoices shall describe all services performed and shall explain all expenses that this Contract requires the College to pay and for which Provider claims reimbursement. Each invoice shall also include the total amount invoiced to date by Provider for work performed under this Contract prior to the current invoice. Invoices shall be emailed to apinvoices@clackamas.edu with a copy to ron.prince@clackamas.edu.
 - College shall make payments in a timely manner, within thirty (30) days of receipt of invoice. Invoices received from the Provider pursuant to this Contract will be reviewed and approved by the College prior to payment.
 - If College does not pay within thirty (30) days of receipt of invoice acceptable to College, the invoice shall incur a service charge of 1.5% per month on the unpaid monthly balance.

CLACKAMAS CC BUDGET**CLACKAMAS COMMUNITY COLLEGE****July 8, 2025**

FieldTurf USA Inc. in conjunction with Tarkett Sports Construction North West Inc. is pleased to present the following proposal. Tarkett Sports Construction Northwest pricing is based on the Oregon Inter-Mountain ESD (IMESD) cooperative purchasing agency. IMESD is a member of The Association of Educational Purchasing Agencies (AEPA) program. The AEPA is a purchasing co-op that provides member schools with pre-determined preferential pricing by approved vendors. Since the product has already been bid at the national level, individual schools do not have to duplicate the formal bid process. AEPA IFB #024



Click on the following AEPA hyperlink for more information: [AEPA IFB #24](#)

The Not-To-Exceed (NTE) budget and descriptions below have been developed from initial conceptual meetings, site walks with Clackamas C.C. (College), initial master plan, conceptual and Schematic Design drawings. The design team, comprised of Architectural, Civil, Structural, Electrical and Geotechnical Engineers that are experienced and well-versed in turf and track related construction projects and support facilities. Every effort has been made to create a budget that reflects the scope of items and services outlined below. However, during the design phase, value engineering and/or scope changes may be required to remain within this budget. Tarkett Sports Construction North West, Inc., in collaboration with FieldTurf USA and Beynon Sports Surfaces developed this budget using our industry experience, strong local presence and knowledge of the Portland Metro area construction market conditions. This budget represents our best estimate based on current market conditions, assuming an October 2025 construction start and November 2026 finish to the project. There may be adjustments that are made to the project scope below due to fluctuations with materials and labor for reasons outside of our control, including, but not limited to: tariffs, additional city design requirements, unknown ground conditions or similar circumstances/conditions. If value engineering or scope changes are required to stay within budget due to these circumstances or conditions, Tarkett Sports Construction North West, Inc., working in conjunction and full collaboration with the ownership group and larger project team, will devise options for revising/adjusting project scope to accommodate the NTE budget. We look forward to working together as a project team to stay within budget and provide a complete and fully functioning sports/events facility that aligns with the needs of the college to host sports, graduations, public events and continue to compete at the highest level in the NWAC.

CLACKAMAS CC BUDGET

CLACKAMAS COMMUNITY COLLEGE



FIELD NAME	Clackamas CC Sports Facility
SQUARE FOOTAGE	335,918 SF Soccer, Track, Baseball and Softball
FIELD MARKINGS	Soccer, Track, Baseball and Softball
- General Conditions/Demolition/Erosion Control	NTE BUDGET
General Conditions - Includes – Mobilization, Supervision, Project Management, Surveying, GPS Models, Layout, Temporary Construction Fencing, Temporary Restroom Facilities, Dumpsters for Construction Waste, Track Protection as Needed for Field Access, Haul Roads (10,000 SF), Safety (Cones/Caution Tape/Flagging as Needed/Public Protection) and Job Site Clean Up. Demolition – Includes – Complete Demolition and Removal of Site Items, Buildings and Appurtenances to Provide a New Sports Facility as Described. Erosion Control - Includes – Silt Fence, Straw Wattle, 144,000 SF Hydroseeding and Street Cleaning.	
Total	\$1,054,635.00

- 2,500 Seat Grandstands with Cantilevered Roof, 300 LF Modular wall, Concourse and Structural Components	NTE BUDGET
Mass Excavation and Site Prep – Includes - 15" of excavation for Grandstand Concrete (12,300 SF), 8" for Concourse Concrete (4,700 SF), Excavation for 320 LF Lock + Load or Similar Modular Wall, 8' Avg. Height, Load and Export all Excess Spoils, Import, Place, Compact and Fine Grade for: 10" Crushed Rock (CR) at Grandstand Concrete, 6" CR at Wall Base, 4" CR at Sidewalks. Water Line Relocation - Includes - 440 LF of 6" C900 water Line Relocation to Route around New Grandstands. Modular Wall – Includes - 320 LF Lock + Load or Similar Modular Wall, 8' Avg. Height Grandstands – Includes – 2,500 Seat Elevated Angle Frame Bleacher, Semi Closed Deck System, Aluminum Mill Finish, Galvanized Angle Frame Understructure, 9 ga. Chain Link Fence Guardrail at Sides and Top with 8'x18' Elevated Press Box, Metal Siding and 2 separate Rooms. Cantilevered Roof Structure - Includes – Fabricate, Deliver and Install 2 Cantilevered Roof Structures Over Grandstands with Hot Dipped Galvanized Finish, 7 – 30' Tall Steel Columns.	
Total	\$2,667,648.00

CLACKAMAS CC BUDGET

CLACKAMAS COMMUNITY COLLEGE



- Track/Throws/Jumps Events, Hardscapes and Turf Soccer Field	NTE BUDGET
<p>Mass Excavation and Site Prep – Includes – 15" of Excavation for Track, 12" for Turf Field and Javelin Runway, 8" for Sidewalks, Curbs, Jump Pits and Shot Put Pit @ 18" Deep, Load and Export all Excess Spoils, Import, Place, Compact and Fine Grade CR - 10" Crushed Rock (CR) for Track, 6" Crushed Drain Rock (DR) for Turf Field, 6" CR for Shot Put and Jump Pits Beneath 12" Cinders and Sand Respectively, 6" CR for Javelin Runway, 4" CR for Sidewalks, Prep and Fine Grade Within Tolerances for All.</p> <p>Storm Utilities – Includes – 1,100 LF Perforated Perimeter Drain under Field, 12" Flat Drain, 4 Nyoplast Basins, Outlet to Outfall, 250 LF Aco Slot Drain with Connections to Outfall, Appropriate Detention System per Clackamas County Standards.</p> <p>Asphalt Paving and Concrete Curbs – Includes – 2,742 LF of 12"x6" Concrete Track Curb at Interior and Exterior Track Lanes, 75,551 SF of 4"½ level Asphalt for New Track, 4" Concrete Unreinforced Sidewalk Surrounding Track and Throws Events.</p> <p>Fencing – Includes – 1,520 LF of 42" 8 Ga Black Fencing Surrounding New Track and Field with 4 Man Gates and 2 Vehicle Gates for Access.</p> <p>Track Surfacing – Includes - (8,623 SY) Surfacing for Fully Functioning NWAC Level track and Field Events, Red BSS 300 with an Impermeable All-Weather Surface, Two Component UV Stabilized Elastomeric Polyurethane Synthetic Surfacing System with an Imbedded Textured Finish. Striping to Include all Lane Lines, Numbers and Event Markings with a Class 3 Striping Certification from a Registered Land Surveyor to Confirm Accuracy Upon Completion.</p> <p>Turf Soccer Field – Includes – 92,100 SF of Classic HD 2.25" (FTHD-57) turf with 2.25" Pile Height and 1.5" of Sand/Cryo mix Infill.</p> <p>Track and Field Events Equipment – Includes – Raised Aluminum Track Curb, Long Jump/Triple Jump Pits and Take Off Boards, Steeplechase Pit, 2 Pole Vault Runways with Aluminum Boxes, Shot Put with Cinders and 3 Rings, Discus with Ring and Discus Circle, 8 Pole Discus Cage with Ground Sleeves and javelin runway.</p>	
Total	\$4,165,250.00

- Landscaping/Lighting/Scoreboard and Electrical for Track/Grandstands and Soccer Field Facility	NTE BUDGET
<p>Mass Excavation and Site Prep – Includes – Excavation and Backfill for Electrical Utilities for Track/Field and Grandstands, Bore from ITC Electrical Room to Site for Power Feed.</p> <p>Electrical – Includes – New Power Feed (600A, 480/277V Panelboard, 112.5 KVA Transformer, 400A, 208/120V Panelboard), Site Conduit and Wiring with Install, Stadium A/V, Pedestrian Lighting with Campus Standard Poles, Heads and Bases, Power Connections to Scoreboard and Track Timing Equipment.</p> <p>Track and Field Lighting – Includes – 6 Pole, 50 Field Candle SITECO Poles and LED Fixtures with Base Hinge System to Allow for Ground Level Maintenance, Pre Wired Control Cabinets with Manual Switches as Well as Fully Wireless Controls via Smartphone App, Pole Bases.</p> <p>Scoreboard – Includes - Soccer Scoreboard – 8' Tall, 20' Wide with 40 SF LED Display, I Beams, Pole Base Foundations.</p> <p>Landscaping - Includes – Budget Allowance for Entire Site Landscaping and Irrigation (\$144,000)</p>	
Total	\$2,357,385.00

CLACKAMAS CC BUDGET

CLACKAMAS COMMUNITY COLLEGE



- 6 User Restroom with MEP- 550 SF	NTE BUDGET
Mass Excavation and Site Prep – Includes – 12" Excavation for Structural Slab and Thickened Edges, Utility Excavation and Backfill, Load and Haul Off Excess Spoils, Import, Place, Compact and Fine Grade 6" CR for Structural Slab. Structural Concrete – 4" Structural Concrete with 18" Thickened Edge Footings, Reinforcing per Oregon Structural Standards. Metal Building Procurement and Erection – Includes – Procure and Install Metal Building with R-13 Insulation at Walls and R-19 at Ceilings. Plumbing – Includes – All Plumbing Piping, Sinks, Toilets, Urinals, Sanitary Pump Station Hooked to Existing Outfall Piping and Domestic Water for a Complete Restroom Facility. Electrical – Includes – 60A 208/120V Panel, Lighting, Switches, Electric Panel Heat and Install for a Complete Restroom Facility. Finishes - Includes – Resilient Finishes Throughout, Solid Core Restroom Panels, Gypsum Wall Board, Rubber Base, Grab Bars, Mirrors, Toilet Paper and Hand Towel Dispensers.	
Total	\$559,051.00

- Turf Baseball Field Facility	NTE BUDGET
Mass Excavation and Site Prep – Includes – 10" Excavation for New Turf System and Structural Press Box Slab, 8" for new Sidewalks, Curb and Thickened Edge Excavation, Load and Haul Off Excess Spoils, Import, Place, Compact and Fine Grade 6" CR for Structural Concrete, 4" CR for Sidewalks. Concrete Sidewalks and Curbs – Includes – 8,500 SF Unreinforced Pedestrian Sidewalks @ 4" Thick, Structural Concrete with Thickened Edges for Press Box, 12"x6" Concrete Curbs (1,790 LF). Fencing/Netting – Includes – 1,550 LF 6' Tall, 8 ga. Black Chain Link Fence, 4 Man Gates and 1 – 20' Equipment Gate for Access, 320 LF 40' Tall Baseball Backstop Netting. Bleachers/Dugout Improvements - Includes – Dugout Roof Repair and Seating Budget (\$26,000), 3 – 8 Row Bleachers (Approx. 280 Seats Total) 130 SF Press Box with Electrical – Includes – Approximately 13'x10' Raised Press Box with Access Stairs and Ground Level Storage, 60A 208/120V Panel, Lighting, Switches and Plugs for a Functioning Press Box. Turf Crushed Drain Rock, Nailer Boards and Fine Grading – Includes – 3,700 Tons of Crushed Drain Rock, Non-Woven Fabric, 2,100 LF Turf Nailer Boards, Fine Grading of Rock Base per FieldTurf Specs. Storm Utilities – Includes – 12" Flat Drain Spaced @ 25' Throughout, 10" Perf Collector Pipe at Field Perimeter (1,300 LF), 5 Nyoplast Basins, 48" Flow Control Manhole, Storm Outfall Piping to Detention System per Clackamas County Standards. Turf with Install - Includes – 123,100 SF Total with Prestige XT 2" (XT-50-3/8) Infield Turf Pile Height 2", 1.5" of Sand and Ambient Rubber Infill and Prestige 2.25" (FTVT-57) Outfield Turf with 2.25" Pile Height, Sand and Ambient Rubber Infill, Mounds/Plates/Bases.	
Total	\$3,127,700.00

CLACKAMAS CC BUDGET

CLACKAMAS COMMUNITY COLLEGE



- Turf Softball Field Facility	NTE BUDGET
<p>Mass Excavation and Site Prep – Includes – 10" Excavation for New Turf System and Structural Press Box Slab, 8" for new Sidewalks, Curb and Thickened Edge Excavation, Load and Haul Off Excess Spoils, Import, Place, Compact and Fine Grade 6" CR for Structural Concrete, 4" CR for Sidewalks.</p> <p>Concrete Sidewalks and Curbs – Includes – 6,500 SF Unreinforced Pedestrian Sidewalks @ 4" Thick, Structural Concrete with Thickened Edges for Press Box, 12"x6" Concrete Curbs (825 LF).</p> <p>Fencing/Netting – Includes – 825 LF 6' Tall, 8 ga. Black Chain Link Fence, 4 Man Gates and 1 – 20' Equipment Gate for Access, 170 LF 30' Tall Softball Backstop Netting.</p> <p>Bleachers/Dugout Improvements - Includes – New CMU or Wood Framed Dugouts with Metal Roof (30'x8'), 3 – 5 Row Bleachers (Approx. 150 Seats Total)</p> <p>130 SF Press Box with Electrical – Includes – Approximately 13'x10' Raised Press Box with Access Stairs and Ground Level Storage, 60A 208/120V Panel, Lighting, Switches and Plugs for a Functioning Press Box.</p> <p>Turf Crushed Drain Rock, Nailer Boards and Fine Grading – Includes – 1,370 Tons of Crushed Drain Rock, Non-Woven Fabric, 1,000 LF Turf Nailer Boards, Fine Grading of Rock Base per FieldTurf Specs.</p> <p>Storm Utilities – Includes – 12" Flat Drain Spaced @ 25' Throughout, 8" Perf Collector Pipe at Field Perimeter (800 LF), 4 Nyoplast Basins, 48" Flow Control Manhole, Storm Outfall Piping to Detention System per Clackamas County Standards.</p> <p>Turf with Install - Includes – 44,320 SF Total with Prestige XT 2" (XT-50-3/8) Infield Turf Pile Height 2", 1.5" of Sand and Ambient Rubber Infill and Prestige 2.25" (FTVT-57) Outfield Turf with 2.25" Pile Height, Sand and Ambient Rubber Infill, Mounds/Plates/Bases.</p>	
Total	\$1,613,251.00

- Track Storage Facility – 25'x40' – 1,000 SF	NTE BUDGET
<p>Mass Excavation and Site Prep – Includes – 10" of Excavation for Structural Slab and Thickened Edges, Load and Haul Off Excess Spoils, Import, Places, Compact and Fine Grade 6" CR for Slab.</p> <p>Concrete Slab – Includes - 5" Structural Concrete Slab with 18" Thickened Edges.</p> <p>Metal Building Procurement and Erection – Includes – Procure and Install 1,000 SF Metal Building with 8' x 20' Roll up Door and One Man Door for Access, Non-Insulated or Heated Building Assumed.</p> <p>Electrical – Includes - 60A 208/120V Panel, Lighting, Switches and Plugs for a Functioning Storage Building.</p> <p>Finishes - Solid Core Doors, Exposed Metal Framing on Interior.</p>	
Total	\$200,000.00

- Cement Amendment	NTE BUDGET
Includes – 168,000 SF Cement Amendment of subgrade 12" deep @ 6% cement by weight	
Total	\$ 251,054.00

CLACKAMAS CC BUDGET

CLACKAMAS COMMUNITY COLLEGE



- Design Services from SD through Permitting and full construction	NTE BUDGET
Includes – Project Management, Design Services, Pre App Conference with City, Permit set Drawings and Specs from Landscape/Civil/Structural/Electrical Engineers and Architects, Permit Submittal and Procurement, Weekly Owners Meetings and Other Services Required During the Course of Construction, Closeout/Punchlist/Warranty Verifications.	
Total	\$705,250.00

- Pre-Construction Design Services through SD Phase and Initial DD Phase Design (This is Currently Contracted through FieldTurf)	CURRENT CONTRACT
Includes – Pre-Construction Services, Site Meetings, Surveying Existing Conditions, Geotechnical Report with Drilling and Auguring, Budgeting, Civil/Landscape/Structural/Electrical Design to Take Project to SD Set Drawings and Design.	
Total – This \$243,950.00 is previously contracted and is not in the total below. Shown for budget purposes only.	\$243,950.00

- Performance and Payment Bond	NTE BUDGET
Includes – Performance and Payment Bonds to cover entire scope of project	
Total	\$95,900.00

- Permitting Allowance	NTE BUDGET
Includes – Pre Application Conference and Land Use Application Fees, Building, Erosion Control, Grading and Trade Permit Fees. Not anticipating any SDC Fees currently, after our Pre Application Conference with Oregon City, we will understand fully all permit fees needed. If any changes, we will communicate this to the project team.	
Total – This \$65,000 (EST.) is to be paid directly by Clackamas CC and is not in the totals below. Shown for budget purposes only.	\$65,000.00

Total Budget	NTE BUDGET
Includes – Pricing and Scope from List Above	
<p style="text-align: right;">Construction Total:</p> <p style="text-align: right;">Performance and Payment Bonds:</p> <p style="text-align: right;">Design Services from SD through Permitting and Construction:</p> <p style="text-align: right;">GRAND TOTAL:</p>	<p>\$15,995,974.00</p> <p>\$95,900.00</p> <p>\$705,250.00</p> <p>\$16,797,124.00</p>

CLACKAMAS CC BUDGET

CLACKAMAS COMMUNITY COLLEGE



CIVIL ASSUMPTIONS:

- All Budgeting provided per SD set drawings and discussions/Meetings with owner.

CIVIL INCLUSIONS:

- Mobilization, Survey, Layout, Erosion Control, Construction Management, Design Services, Supervision, temp fencing, toilets, track protection, job site clean-up.
- Haul Roads, Misc. demo and removal, removal of existing footings, fencing, small buildings, underground utilities and miscellaneous site demo.
- Excavation and haul off for sod/site strippings, remaining soil at all other areas to accommodate 8" total rock section and turf/infill. Fine grade subgrade. Mass Excavation and Rock prep at all other hardscapes, buildings, grandstands, electrical, trenching, lighting, 6 user restroom, walls.
- Irrigation and landscaping - \$156,500 Budget
- 5" of 1 ½" open base rock, 2" of top rock leveling aggregate with compaction and fine grading for all fields.
- PT nailer boards hung on new curbs/sidewalks at baseball, Soccer and softball fields.
- All Storm piping and Detention Systems per Civil SD drawings and assumptions.

CIVIL EXCLUSIONS:

- Special Inspections, contingency, site security, design services aside from scope listed escalation or tariff related cost increases, Overtime, special shifts
- Imported topsoil, Soil amendments.
- Contaminated soil handling or haul off, over excavation of sub grade, rock backfill
- Repair of soft or unsuitable sub grade, boulder removal or handling (over 24"), Solid Rock removal
- Any costs associated with changing field sizes or layouts that increases Turf or hardscape square footage as described.

CLACKAMAS CC BUDGET



 BENCHMARK CONTRACTING INC. BY TARKETT SPORTS

CLACKAMAS COMMUNITY COLLEGE



SOCCER FIELDS

FIELD NAME	Soccer Field
TURF SYSTEM	Classic HD 2.25" (FTHD-57)
SQUARE FOOTAGE	92,100 SF
FIELD MARKINGS	Soccer

PRODUCT DETAILS

FieldTurf, the worldwide leader in artificial turf, is pleased to offer the FieldTurf Classic HD 2.25" (FTHD-57) system, with the following product characteristics:

- ▶ **Pile Height:** 2.25 Inches
- ▶ **Infill Weight:** 6.2 lb. sand & 2.2 lb. cryo per sq. ft.
- ▶ **Pile Weight:** 33 oz/yd²
- ▶ **Total System Weight:** 1264 oz/yd²

FieldTurf has taken the necessary steps to ensure that your project will run smoothly and that the quality promised will be the quality delivered.

PRICE INCLUDES:

- a) Installation of the artificial in-filled grass surface upon a suitable base.
- b) An 8 year 3rd party pre-paid insured warranty on the FieldTurf artificial grass surface
- c) Inlaid Football/Soccer Sport Markings.

CLACKAMAS CC BUDGET

CLACKAMAS COMMUNITY COLLEGE



BASEBALL FIELD

FIELD NAME	Baseball Field
TURF SYSTEM	Prestige XT 2" (XT-50-3/8) Infield/ Vertex Prestige 2.25" (FTVT-57) Outfield
SQUARE FOOTAGE	123,100 SF
FIELD MARKINGS	Baseball

PRODUCT DETAILS

FieldTurf, the worldwide leader in artificial turf, is pleased to offer the FieldTurf XT-50-3/8 2" system & our FTVT-57 2.25" system with the following characteristics:

PRESTIGE XT (XT-50-3/8) - INFIELD

- ▶ **Pile Height:** 2 Inches
- ▶ **Infill Weight:** 5.4 lb. sand & 1.5 lb. ambient rubber per sq. ft.
- ▶ **Pile Weight:** 42 oz/yd²
- ▶ **Total System Weight:** 1059 oz/yd²

VERTEX PRESTIGE (FTVT-57) - OUTFIELD

- ▶ **Pile Height:** 2.25 Inches
- ▶ **Infill Weight:** 3lbs sand & 3lbs ambient rubber per sq. ft.
- ▶ **Pile Weight:** 43 oz/yd²
- ▶ **Total System Weight:** 930 oz/yd²

FieldTurf has taken the necessary steps to ensure that your project will run smoothly and that the quality promised will be the quality delivered.

PRICE INCLUDES:

- a) Installation of the artificial in-filled grass surface upon a suitable base.
- b) An 8-year third-party, pre-paid, insured warranty on the FieldTurf artificial grass surface, excluding the base areas and slide zones, which will carry a 2-year manufacturer's warranty. Furthermore, the following designated high-traffic areas are excluded from the warranty: home plate, pitcher's mound, pitcher's lane, catcher's box, batting cage, and bullpen area.
- c) Inlaid Baseball Sports Markings.

CLACKAMAS CC BUDGET

CLACKAMAS COMMUNITY COLLEGE



SOFTBALL FIELD

FIELD NAME	Softball Field
TURF SYSTEM	Prestige XT 2" (XT-50-3/8) Infield/ Vertex Prestige 2.25" (FTVT-57) Outfield
SQUARE FOOTAGE	44,318 SF
FIELD MARKINGS	Softball

PRODUCT DETAILS

FieldTurf, the worldwide leader in artificial turf, is pleased to offer the FieldTurf XT-50-3/8 2" system & our FTVT-57 2.25" system with the following characteristics:

PRESTIGE XT (XT-50-3/8) - INFIELD

- ▶ **Pile Height:** 2 Inches
- ▶ **Infill Weight:** 5.4 lb. sand & 1.5 lb. ambient rubber per sq. ft.
- ▶ **Pile Weight:** 42 oz/yd²
- ▶ **Total System Weight:** 1059 oz/yd²

VERTEX PRESTIGE (FTVT-57) - OUTFIELD

- ▶ **Pile Height:** 2.25 Inches
- ▶ **Infill Weight:** 3lbs sand & 3lbs ambient rubber per sq. ft.
- ▶ **Pile Weight:** 43 oz/yd²
- ▶ **Total System Weight:** 930 oz/yd²

FieldTurf has taken the necessary steps to ensure that your project will run smoothly and that the quality promised will be the quality delivered.

PRICE INCLUDES:

- Installation of the artificial in-filled grass surface upon a suitable base.
- An 8-year third-party, pre-paid, insured warranty on the FieldTurf artificial grass surface, excluding the base areas and slide zones, which will carry a 2-year manufacturer's warranty. Furthermore, the following designated high-traffic areas are excluded from the warranty: home plate, pitcher's mound, pitcher's lane, catcher's box, batting cage, and bullpen area.
- Inlaid Softball Sports Markings.

CLACKAMAS CC BUDGET



 BENCHMARK CONTRACTING INC. BY TARKETT SPORTS

CLACKAMAS COMMUNITY COLLEGE



The budget is valid for a period of 90 days. The budget is subject to increase if affected by an increase in raw materials, tariffs, freight, or other manufacturing costs, a tax increase, new taxes, levies or any new legally binding imposition affecting the transaction. The parties recognize that the effects of global economic instability are currently unpredictable and could lead to limitations in labor availability and delays in the supply and delivery of materials, equipment or products. In addition, as these contingencies have not been factored into this proposal; materials, equipment and/or products to be used in performing the work may become subject to a price increase. Accordingly, it is acknowledged that the seller/FieldTurf shall (a) not be subject to any damages for any delay due to events beyond its control and, (b) be allowed an equitable adjustment of the time and/or of the price of this proposal or any contractual document resulting therefrom. FieldTurf shall endeavor to notify you as soon as possible of any such events and/or contingencies. Please note that the seller/Tarkett Sports Construction North West shall use its best efforts to ensure that it fulfills its commitments and will strive to minimize any negative impacts as they may arise. Thank you for your kind understanding.

Please feel free to reach out to any member of our project team with questions about our budget:

Jason Silvis

Lead Estimator/Preconstruction

503 752-8853

Jason.silvis@tarkettsports.com

Chris Chisam RLA, LEED AP

RVP Construction and Design, West Region

916 346-8543

christopher.chisam@tarkettsports.com

Thank you again for your interest in Tarkett Sports Construction North West in Conjunction with FieldTurf, we look forward to working with you.

FieldTurf USA, Inc. holds the Cooperative Purchase contract, in conjunction with FieldTurf USA, Inc., Tarkett Sports Construction North West will solely hold the Contract/PO for the above listed work. Please contact us for a W9 and any other needed info once a contract agreement is reached.

If you have questions regarding the FieldTurf USA, Tarkett Sports Construction North West or Beynon SmartBuy Cooperative Purchasing Program, please contact Eric Fisher at: Eric.Fisher@smartbuycooperative.com.

CLACKAMAS CC BUDGET

CLACKAMAS COMMUNITY COLLEGE



CONDITIONS

Notwithstanding any other document or agreement entered into by Tarkett Sports Construction North West/FieldTurf in connection with the supply and installation only of its product pursuant to the present bid proposal, the following shall apply:

- a) This bid proposal and its acceptance is subject to strikes, accidents, delays beyond our control and *force majeure*.
- b) Accounts overdue beyond 30 days of invoice date will be charged at an interest rate of 10% per annum.
- c) FieldTurf requires a minimum of 21 days after receiving a fully executed contract or purchase order and final approvals on shop drawings to manufacture, coordinate delivery and schedule arrival of installation crew. Under typical field size and scenario, FieldTurf further requires a minimum of 28 days per field to install the Product subject to weather and force majeure
- d) FieldTurf requires a suitable staging area. Staging area must be square footage of field x 0.12, have a minimum access of 15 feet wide by 15 feet high, and no more than 100 ft from the site. A 25 foot wide by 25 foot long hard or paved clean surface area located within 50 feet of the playing surface shall be provided for purposes of proper mixing of infill material. Access to any field will include suitable bridging over curbs from the staging area to permit suitable access to the field by low clearance vehicles. Staging area surface shall be suitable for passage with motor vehicles used to transport materials to the site and/or staging area. FieldTurf shall not be liable for any damages to the staging area or its surface unless such damages are caused by FieldTurf's intentional misconduct or negligence.
- e) This proposal is based on a single mobilization per field for FieldTurf's Portion of work. If the site is not ready and additional mobilizations are necessary, additional charges will apply.
- f) Upon substantial completion of FieldTurf's obligations, the Customer shall sign FieldTurf's Certificate of Completion in the form currently in force; to accomplish this purpose, the Customer will ensure that an authorized representative is present at the walk-through to determine substantial completion and acceptance of the field, which may include a list of punch list items.
- g) Tarkett Sports Construction North West shall not be a party to any penalty clauses and/or liquidated damages provisions.
- h) Tarkett Sports Construction North West shall be entitled to recover all costs and expenses, including attorney fees, associated with collection procedures in the event that Tarkett Sports Construction North West pursues collection of payment of any past due invoice.
- i) All colors are to be chosen from FieldTurf's standard colors.

THE TARKETT SPORTS FAMILY - LEADERS IN SPORTS SURFACING

