

**Procurement Services Division**

Public Services Building
2051 Kaen Road
Oregon City, OR 97045
(503) 742-5444 (Office)

REQUEST FOR QUOTES (RFQ) #2017-13

Issue Date: February 23, 2017

Project Name:	Mt. Scott-Scouters Mountain Trail Development		
Quote Due Date/Time:	March 22, 1:00 PM		
Mandatory Walkthrough:	March 09, 2:00 PM		
Project Coordinator	Kevin Cayson	Phone:	503-789-4570
		Email:	Kcayson@clackamas.us
Buyer:	Ryan Rice	Phone:	503-742-5446
		Email:	rrice@clackamas.us

**SUBMIT QUOTES VIA EMAIL TO PROCUREMENT@CLACKAMAS.US
OR MAIL/HAND DELIVERY TO THE ABOVE ADDRESS**

**PLEASE NOTE: EMAIL SUBMISSIONS SHOULD HAVE
“#2017-13 MT. SCOTT – SCOUTERS MOUNTAIN TRAIL DEVELOPMENT”
IN THE SUBJECT LINE**

1. ANNOUNCEMENT AND SPECIAL INFORMATION

Quoters are required to read, understand, and comply with all information contained within this Request for Quotes (“RFQ”). All quotes are binding upon Quoter for sixty (60) days from the Quote Due Date/Time. Quotes received after the Quote Due Date/Time may not be considered. If authorized in the RFQ and resulting contract, travel and other expense reimbursement will only be reimbursed in accordance with the Clackamas County travel reimbursement policy in effect at the time the expense is incurred.

It will be the responsibility of potential Quoters to refer daily to the Bids and Contract Information Page (www.clackamas.us/bids/index.html) to check for any available addenda, response to clarifying questions, cancellations or other information pertaining to this RFQ.

2. SCOPE

The purpose of this RFQ is for light grading and paving of the existing trail section at Southern Lites Park, located at 12088 SE 117th Ave, Happy Valley Oregon. North Clackamas Parks and Recreation District (NCPRD) is seeking the services of a qualified contractor to grade and pave the existing trail section at Southern Lites Park. See the attached Exhibit A for the detailed scope of work, and applicable specifications. Included within Exhibit A are the following items: Attachment A- Trail Design, Attachment B- ODOT Contractor Mix Design Summary, Attachment C-ACF West Geotextile Product Data Sheet, and Attachment D-Legal Description/Easement Exhibit Map.

Attendance at a Mandatory Pre-Quote Walkthrough is required to be eligible to quote on this opportunity. The Mandatory Pre-Quote Walkthrough will be conducted at Southern Lites Park, 12088 SE 117th Ave, Happy Valley Oregon on March 09, 2017 at 2:00 PM. Attendance will be documented through a sign-in sheet.

Prevailing Wage Rates requirements apply to this project because the maximum compensation for all owner-contracted work is more than \$50,000. The selected contractor and all subcontractors shall comply with the provision of ORS 279C.800 through 279C.870, relative to the Prevailing Wage Rates and the required public works bond.

PREVAILING WAGE RATES for Public Works Contracts in Oregon, January 1, 2017, which can be downloaded at the following web address: http://www.oregon.gov/boli/WHDPWR/Pages/pwr_state.aspx . The Work will take place in Clackamas County, Oregon.

Delivery – Choose one of the following:

- ☐ Delivery required within _____ days of supplier's receipt of order.
- ☒ Substantial Completion September 01, 2017 Final Completion September 30, 2017.
- ☐ Delivery time is of the essence and may be a factor in making an award

3. Quote

Quotes should be short and concise with the following information:

- A. Not-to-exceed price to complete the project per attached Bid Schedule;
- B. Clackamas County Certifications form;
- C. Estimated time to complete the project; and
- D. Any additional information that Clackamas County should take into consideration for the project or qualifications.

4. Evaluation

The quote received from the lowest responsive responsible Quoter will be awarded a contract. The "lowest responsive responsible Quoter" is the lowest Quoter who has substantially complied with all requirements of the Request for Quote and who can be expected to deliver promptly and perform reliably in the determination of Clackamas County.



NORTH CLACKAMAS
PARKS & RECREATION DISTRICT

#2017-13 Mt Scott- Scouter Mountain Trail Development

BASE BID						
Item No.	Spec No.	Description	Unit	Quantity	Unit Price	Total
1	00210	Mobilization	LS	1	\$ -	\$ -
2	00330	Earthwork	LS	5,250 sq.ft.	\$ -	\$ -
3	00350	Subgrade Geotextile 525 LF	LS	1	\$ -	\$ -
4	00641	Aggregate Base (3/4"-0)	TON	97	\$ -	\$ -
5	00745	Level 3, 1/2 Inch Dense, HMA 6'X 525'	TON	39	\$ -	
Total Base					\$	-

Company Name _____

Company Representative _____

Company Phone Number _____

CLACKAMAS COUNTY CERTIFICATIONS
RFQ #2017-13 MT. SCOTT-SCOUTERS MOUNTAIN TRAIL DEVELOPMENT

Each Quoter must read, complete and submit a copy of this Clackamas County Certification with their Quote. Failure to do so may result in rejection of Quote. By signature on this Certification the undersigned certifies that they are authorized to act on behalf of the Quoter and that under penalty of perjury the undersigned will comply with the following:

SECTION I. OREGON TAX LAWS

As required in ORS 279B.110 (2) (3), the undersigned hereby certifies that, to the best of the undersigned's knowledge, the Quoter is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321, 323, and elderly rental assistance program under ORS 310.630 to 310.706, and local taxes administered by the Department of Revenue under ORS 305.620, all as applicable. If a contract is executed, this information will be reported to the Internal Revenue Service. Information not matching IRS records could subject Quoter to 28% backup withholding.

SECTION II. NON-DISCRIMINATION

The undersigned hereby certifies that the Quoter has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, national origin, or any other protected class. Nor has Quoter or will Quoter discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emergency small business that is certified under ORS 200.055.

SECTION III. CONFLICT OF INTEREST

The undersigned hereby certifies that no elected official, officer, agency or employee of Clackamas County is personally interested, directly or indirectly, in any resulting contract from this RFQ, or the compensation to be paid under such contract, and that no representation, statements (oral or in writing), of the County, its Commissioners, officers, agents, or employees had induced Quoter to submit this Quote. In addition, the undersigned hereby certifies that this proposal is made without connection with any person, firm, or corporation submitting a quote for the same material, and is in all respects fair and without collusion or fraud.

SECTION IV. COMPLIANCE WITH SOLICITATION

The undersigned further agrees and certifies that they:

1. Have read, understand and agree to be bound by and comply with all requirements, instructions, specifications, terms and conditions of the RFQ (including any attachments); and
2. Are an authorized representative of the Quoter, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Quote or contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the RFQ and Quote; and
4. Will use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this RFQ.

Firm Name: _____ Date: _____

Signature: _____ Title: _____

Name: _____ Telephone: _____

Email: _____ OR CCB # (if applicable): _____

Business Designation (check one):

☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Non-Profit ☐ Limited Liability Company

☐ Resident Quoter, as defined in ORS 279A.120

☐ Non-Resident Quote. Resident State: _____

Oregon Business Registry Number: _____

CLACKAMAS COUNTY INSTRUCTIONS TO QUOTERS

Quotes are subject to the applicable provisions and requirements of the Clackamas County Local Contract Review Board Rule C-047-0270 (Intermediate Procurements) and Oregon Revised Statutes.

QUOTE PREPARATION

1. **QUOTE FORMAT:** Quotes must be submitted as indicated in the RFQ. Quotes may be submitted in writing to Clackamas County via e-mail, mail or in person.
2. **CONFORMANCE TO RFQ REQUIREMENTS:** Quotes must conform to the requirements of the RFQ. Unless otherwise specified, all items quoted are to be new, unused and not remanufactured in any way. Any requested attachments must be submitted with the quote and in the required format. Quote prices must be for the unit indicated on the quote. Failure to comply with all requirements may result in quote rejection.
3. **ADDENDA:** Only documents issued as addenda by Clackamas County serve to change the RFQ in any way. No other directions received by the Quoter, written or verbal, serve to change the RFQ document. NOTE: IF YOU HAVE RECEIVED A COPY OF THE RFQ, YOU SHOULD CONSULT THE CLACKAMAS COUNTY BIDS AND CONTRACT INFORMATION WEBSITE (www.clackamas.us/bids/index.html) TO ENSURE THAT YOU HAVE NOT MISSED ANY ADDENDA OR ANNOUNCEMENTS. QUOTERS ARE NOT REQUIRED TO RETURN ADDENDUMS WITH THEIR QUOTE. HOWEVER, QUOTERS ARE RESPONSIBLE TO MAKE THEMSELVES AWARE OF, OBTAIN AND INCORPORATE ANY CHANGES MADE IN ANY ADDENDA ISSUED, AND TO INCORPORATE ANY CHANGES MADE BY ADDENDUM INTO THEIR FINAL QUOTE. FAILURE TO DO SO MAY, IN EFFECT, MAKE THE QUOTER'S QUOTE NON-RESPONSIVE, WHICH MAY CAUSE THE QUOTE TO BE REJECTED.
4. **USE of BRAND or TRADE NAMES:** Any brand or trade names used by Clackamas County in the specifications are for the purpose of describing and establishing the standard of quality, performance and characteristics desired and are not intended to limit or restrict competition. Quoters may submit quotes for substantially equivalent products to those designated unless the RFQ provides that a specific brand is necessary because of compatibility requirements, etc. All such brand substitutions shall be subject to approval by Clackamas County.
5. **PRODUCT IDENTIFICATION:** Quoters must clearly identify all products quoted. Brand name and model or number must be shown. Clackamas County reserves the right to reject any quote when the product information submitted with the quote is incomplete.
6. **FOB DESTINATION:** Unless specifically allowed in the RFQ, ***QUOTE PRICE MUST BE F.O.B. DESTINATION with all transportation and handling charges included in the Quote.***
7. **DELIVERY:** Delivery time must be shown in number of calendar days after receipt of purchase order.
8. **EXCEPTIONS:** Any deviation from quote specifications, or the form of the Clackamas County Materials and Services Contract may result in quote rejection at County's sole discretion.
9. **SIGNATURE ON QUOTE:** Quotes must be signed by an authorized representative of the Quoter. Signature on a quote certifies that the quote is made without connection with any person, firm or corporation making a quote for the same goods and/or services and is in all respects fair and without collusion or fraud. Signature on a quote also certifies that the Quoter has read and fully understands all quote specifications, and the Clackamas County Goods and Services Contract (including insurance requirements). No consideration will be given to any claim resulting from quoting without comprehending all requirements of the RFQ.
10. **QUOTE MODIFICATION:** Quotes, once submitted, may be modified in writing before the time and date set for quote closing. Any modifications should be signed by an authorized representative, and state that the new document supersedes or modifies the prior quote. Quoters may not modify quotes after quote closing time.
11. **QUOTE WITHDRAWALS:** Quotes may be withdrawn by request in writing signed by an authorized representative and received by Clackamas County prior to the Quote Due Date/Time. Quotes may also be withdrawn in person before the Quote Due Date/Time upon presentation of appropriate identification.

- 12. QUOTE SUBMISSION:** Quotes may be submitted by returning to Clackamas County Procurement Services Division in the location designated in the introduction of the RFQ via email, mail or in person; however, no oral or telephone quotes will be accepted. Envelopes, or e-mails containing Quotes should contain the RFQ Number and RFQ Title.

QUOTE EVALUATION AND AWARD

- 1. PRIOR ACCEPTANCE OF DEFECTIVE PROPOSALS:** Due to limited resources, Clackamas County generally will not completely review or analyze quotes which fail to comply with the requirements of the RFQ or which clearly are not the best quotes, nor will Clackamas County generally investigate the references or qualifications of those who submit such quotes. Therefore, neither the return of a quote, nor acknowledgment that the selection is complete shall operate as a representation by Clackamas County that an unsuccessful quote was complete, sufficient, or lawful in any respect.
- 2. DELIVERY:** Significant delays in delivery may be considered in determining award if early delivery is required.
- 3. CASH DISCOUNTS:** Cash discounts will not be considered for award purposes unless stated in the RFQ.
- 4. PAYMENT:** Quotes which require payment in less than 30 days after receipt of invoice or delivery of goods, whichever is later, may be rejected.
- 5. INVESTIGATION OF REFERENCES:** Clackamas County reserves the right to investigate references and or the past performance of any Quoter with respect to its successful performance of similar services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, sub-contractors, and workers. Clackamas County may postpone the award or execution of the contract after the announcement of the apparent successful Quoter in order to complete its investigation. Clackamas County reserves the right to reject any quote or to reject all quotes at any time prior to Clackamas County's execution of a contract if it is determined to be in the best interest of Clackamas County to do so.
- 6. METHOD OF AWARD:** Clackamas County reserves the right to make the award by item, groups of items or entire quote, whichever is in the best interest of Clackamas County.
- 7. QUOTE REJECTION:** Clackamas County reserves the right to reject any and all quotes.
- 8. QUOTE RESULTS:** Quoters who submit a quote will be notified of the RFQ results. Awarded quote files are public records and available for review by submitting a public records request or by appointment.



NORTH CLACKAMAS
PARKS & RECREATION DISTRICT

#2017-13 Mt Scott-Scouters Mountain
Trail Development

Exhibit A – Detailed Scope of Work

Site Address

Mt Scott Trail @ Southern Lites Park
12060 Se 117th Ave,
Happy Valley, Oregon, 97015

2.1 INTRODUCTION

The North Clackamas Parks and Recreation District (NCPRD) is requesting proposals for the Mt Scott Trail paving project as described below. NCPRD would like to begin construction as soon as temperatures and weather conditions allow.

2.2 QUESTIONS ON TECHNICAL INFORMATION

Questions shall be addressed to:

Kevin Cayson, NCPRD
150 Beaver Creek Road, Oregon City, OR 97045
Phone 503-789-4570, Fax 503-742-4349
Email: Kevinc@clackamas.us

2.3 QUESTIONS ON LEGAL INFORMATION

Questions relating to this bid or bid document shall be addressed to:

Ryan Rice
Clackamas County Procurement
503-742-5446

2.4 BACKGROUND

North Clackamas Parks and Recreation District (NCPRD) is a full-service parks and recreation provider. Facilities include Hood View Park and more than 68 parks and open spaces encompassing approximately 700 acres. NCPRD was formed in 1990 and includes the cities of Happy Valley, Milwaukie, a small portion of Damascus and unincorporated urban Clackamas County. The District covers approximately 36 square miles and has a population of approximately 116,000.

NCPRD is a county service district of Clackamas County governed by the Clackamas County Board of Commissioners (BCC). A volunteer District Advisory Board (DAB) advises staff and the BCC on policy matters. The Director and staff carry out the plans and programs of NCPRD. More information regarding the District is available at ncprd.com.

2.5 Mt Scott Trail

Mt Scott Trail is a natural area and trail connection that encompasses approximately 525ft of trail surfacing. NCPRD and The City of Happy Valley have a 20' wide trail easement that runs from Southern Lites Park to the

Mt Scott Creek Bridge. Access to the project is limited to 8' wide sidewalk area connection from 117th Ave through Southern Lites Park. **See Attachment "D"**.

2.6 SCOPE OF WORK

- Remove and dispose of existing exposed geo fabric. Any materials removed become the property of the contractor.
- Level ruts and grade surface until smooth base is achieved. Take care to remove minimal material to achieve desired result.
- Place cut soil material to the side of trail to be used as trail backfill on shoulders.
- Do not disturb erosion control located along project boundary.
- The asphalt shall be placed on compacted sub-grade that extends a minimum of two feet beyond the edge of pavement. The edge of pavement shall be feathered with native soil to avoid any sharp drops from the trail edge. The sub-grade shall be prepared by removing unstable soil, shaping to grade and compacting. The sub-grade should be compacted to a minimum of 95% of standard Proctor density, AASHTO T 99, and the moisture should be maintained within 3% of optimum. Aggregate base course is used in the pavement section it should be compacted to a minimum of 95% of standard Proctor density, AASHTO T 180, ASTM D 1557.sting.
- Repair and prep identified areas according to specifications outlined above. Pave areas to a minimum compacted thickness of 2" asphalt mixture as specified in **attachment "B"** over approximately 3,150 SqFt.
- All project work ordered by the District shall be completed by the contractor in full compliance with all applicable laws including City and County regulations and licenses and permits.
- If bid reaches \$50,000 include prevailing wage per BOLI guidelines.
- Incidental expenses for contractor will include tackifier, saw cuts and aggregate rock used in over excavation.
- All materials and equipment will be staged and access from 117th Ave, the access point has a maximum entry width of approximately 12' which will limit supply and equipment access.
- Area of work will be limited to a 20' wide public easement the length of trail. A topo Map of 20' trail corridor is provided for reference, please confirm trail location with owner. **See Attachment "D"**.
- Prior to paving vegetation should be cleared and stumps and roots removed along the trail for 10 foot wide x approx. 525 ft. long trail corridor. Soil will be dispersed on site and incorporated into the existing terrain. Care will be taken to minimally grade to achieve desired slope, width and elevation. There will be no off site hauling of materials.
- Paving will begin at the end of the existing AC trail from Southern Lites Park and a seamless asphalt transition shall be achieved between the existing and new pavement. Trail work will end at the intersection of the bridge to the east where a 3 way apron will be seamlessly transitioned between the existing concrete and trail sections.
- 10' wide x 525 ft. long 4 oz. geotextile (WSF 200) or approved equal shall be placed over compacted soil. **See Attachment "C"**.
- Subgrade will be a 10 foot wide ¾"-0 base with a 5' depth with tapered edges.
- Pavement will be 6 feet wide x approximately 525 ft long with a minimum compacted depth of 2" and all edges finished tapered a min of 3:1 slope.
- The asphalt should be placed on compacted ¾"-0 sub-grade that extends 2 feet on each side beyond the edge of pavement. The edge of subgrade should be feathered with native soil to avoid any sharp drops from the trail edge. The sub-grade should be prepared by removing topsoil and unstable soil, shaping to grade and compacting. The sub-grade should be compacted to a minimum of 95% of standard Proctor density and the moisture should be maintained within 3% of optimum. The 4" aggregate base course should be compacted to a minimum of 95% of modified Proctor density. **See Attachment "A"**.
- Prior to placement of the asphalt pavement it is recommended the sub-grade be proof rolled to highlight areas of uncompacted or unstable soil. This may be accomplished using a loaded single axle or tandem

dump truck or a loaded rubber tire loader. Soft or unstable areas should be re compacted or removed and replaced with stable soil.

- Placement of the hot mix asphalt should be accomplished with a self-propelled paver, where possible. Where pavers cannot be used, a spreader box attached to a dump truck may be used. Minimum paver width is six feet. Cutoff shoes may be placed in the screed to reduce the width of paving. The screed controls mat thickness and crown. Vibratory screeds are typical and provide a small amount of compaction prior to rolling. In general, the uncompacted mat should be 1/4" thicker than the final desired thickness to allow for densification during rolling operations.
- The hot mix asphalt should be delivered to the paver at a temperature adequate to allow proper compaction. This depends upon the type of asphalt cement used, but generally ranges between 235 to 300 degrees Fahrenheit.

2.8 APPLICABLE SPECIFICATIONS

The specification that is applicable to the work on this project is the 2008 Oregon Standard Specifications for Construction. All number references in these Special Provisions shall be understood to refer to the Sections and subsections of the Standard Specifications and Supplemental Specifications bearing like numbers and to Sections and subsections contained in these Special Provisions in their entirety.

1. Section 00195 – Payment: Comply with section 00195

2. Section 00350 – Subgrade Geotextile:

Comply with section 00350 of the Standard Specifications modified as follows: The sub-grade should be compacted to a minimum of 95% of standard Proctor density. Install sub grade geotextile under base rock the entire length of the paving. Payment for the item "Sub grade Geo textile" will be the Contract lump sum amount and will be for furnishing all equipment, labor, materials, and incidentals necessary to complete the work as specified. **See attachment "C".**

3. Section 00640 – Aggregate Base and Shoulders:

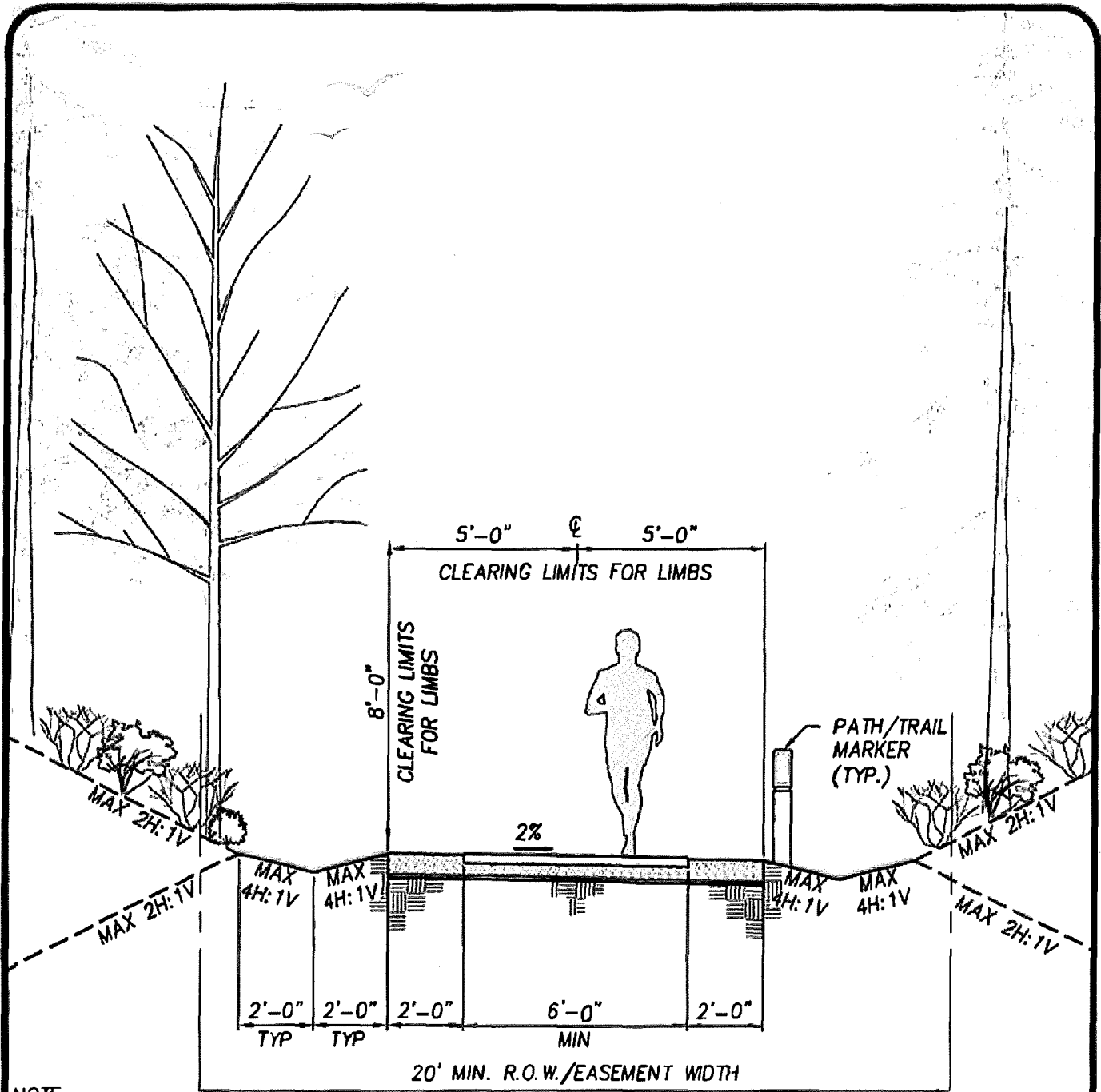
Comply with section 00640 of the Standard Specifications modified as follows: Place a 4" thick layer of ¾" minus rock 6" wider than the proposed pavement lift area and compact to final rock aggregate base course to a minimum of 95% of modified Proctor density, AASHTO T 180, ASTM D 1557 prior to paving final lift. Payment for the item "Aggregate Base" will be the Contract lump sum amount and will be for furnishing all equipment, labor, materials, and incidentals necessary to complete the work as specified. **See Attachment "A" for trail design.**

4. Section 00745– Hot Mixed Asphalt Concrete (HMAC) Pavement:

Comply with section 00745 of the Standard Specifications modified as follows: Overlay a minimum compacted thickness of 2" layer of specified asphalt over 4" of compacted ¾ minus gravel pathways. Payment for the item "Level specified asphalt Mixture" will be the ton amount and will be for furnishing all equipment, labor, materials, and incidentals necessary to complete the work as specified. A minimum slope of 2% will be maintained to avoid water puddling on the surfaces. Tolerance-flatness: Maximum variation of ¼ inch measured with 10 foot straight edge. See Attachment "B" for Mix.

Attachment A

Trail Design



NOTE:

1. SEE CITY STANDARD DWG NO: RD-39 (PEDESTRIAN PATH OR BIKEWAY) FOR CONSTRUCTION STANDARD.
2. ALTERNATIVE CONSTRUCTION STANDARD - 8' WIDE PATH, 5" $\frac{3}{4}$ "-D" CRUSHED ROCK OR 6" MEDIUM GRIND HEMLOCK BARK OVER FABRIC (WOVEN GEOTEXTILE (AMOCO 2006) OR APPROVED EQUAL OVER COMPACTED AND STERILIZED SUBGRADE, WITH DRAINAGE SWALES(S) OR FRENCH DRAINS(S).

ODOT CONTRACTOR MIX DESIGN SUMMARY

PROJECT	2012 Thin Lift Overlay Project
	SE132nd Ave and SE King Rd.
MIX PRODUCER	Lakeside Industries
CMDT (print)	Laura Nelson

MIX CLASS	Dense Graded 3/8"
LEVEL (2,3,4)	3
PROJECT MANAGER	
CMDT JMF MIX ID NO.	LAN0312
BID ITEM #	

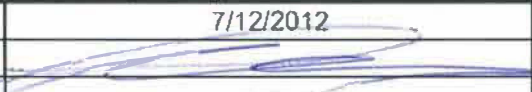
AGGREGATE & OTHER CONSTITUENTS (RAP, BL. SAND, LIME, ETC.)

STOCKPILE SIZES		#4-#8	#8-0 un-wash	#8-0 washed	Sand	RAP	
SOURCE NUMBER		03-108-1	03-108-1	03-108-1	03-108-1	Foster	
STOCKPILE PERCENTAGE (P_{sp})		29	25	20	6	20	
Bulk Specific Gravity (G_{sb})		2.620	2.569	2.581	2.465	2.655	
Apparent Specific Gravity (G_{sa})		2.768	2.766	2.774	2.7	2.821	

Design developed with "dryback" Gmm (Y/N)?

N

MIXTURE AT DESIGN ASPHALT CONTENT

Maximum Specific Gravity (G_{mm})	2.435
Gyratory Bulk Gravity (G_{mb})	2.337
Combined Aggregate (G_{sb})	2.596
Effective Specific Gravity (G_{se})	2.675
Combined Apparent Gravity (G_{sa})	2.775
Absorbed Asphalt, % (P_{ba})	1.18
Effective Asphalt Content, % (P_{be})	5.10
P_{200} / P_{be} Ratio	1.2
Air Voids, % (V_a)	4.0
VMA, %	15.6
VFA, %	74
Tensile Strength Ratio (TSR)	
TSR Compaction Blows	
VIR	13.7
APA Rut depth - mm	
Gmb Sample Weight @ JMF	4695
Number of Gyrations	80
Dust Pull, %	
Draindown % (open graded)	
Date	7/12/2012
CMDT Signature	
CMDT Card #	44014

JOB MIX FORMULA

Aggregate Gradation	Blend	CA & FA Ratios
Sieve		
3/4" (19 mm)	100	
1/2" (12.5 mm)	100	CA
3/8" (9.5 mm)	99	1.147
1/4" (6.3 mm)	91	
No. 4 (4.75 mm)	77	FA
No. 8 (2.36 mm)	51	0.517
No. 16 (1.18 mm)	33	0.431
No. 30 (0.60 mm)	22	0.428
No. 50 (0.30 mm)	15	0.455
No. 100 (0.150 mm)	10	0.45
No. 200 (0.075 mm)	6.2	0.412
	FA Average	0.449
	FA Std Dev.	0.037
Asphalt content, % (P_b)	6.2	
RAP AC, % (P_{br})	5.31	
Antistrip, %		
Agg. Treatment, %		
Asphalt Brand	Exxon Mobil	
Asphalt Grade	64-22	
Mixing temp. range	306-316 F	
Placement temp. range	286-295 F	
Asphalt SpGr (Gb) 77 °F	1.032	
Asphalt SpGr (Gb) 60 °F	1.036	

COMMENTS: BLEND CHOSEN? Fine

REASON?: Design blend was chosen due to new gradation criteria from APAO



ACF West Inc. is a D.B.A. name for Northwest Geosynthetics Inc.

8951 SE 76th Drive, Portland, OR 97206 (503) 771-5115, (800) 878-5115, (503) 771-1161 fax

Product Data Sheet

WSF 200 (ACF 200) Woven Geotextile

WSF 200 is a woven slit film geotextile, and will meet the following physical properties when tested in accordance with the methods listed below. The individual slit films are woven together in such a manner as to provide dimensional stability relative to each other. The construction of the geotextile makes WSF 200 ideal for soil separation and stabilization. The geotextile is resistant to ultraviolet degradation and to biological and chemical environments normally found in soils.

WSF 200 Woven Geotextile conforms to the following physical properties:

Property	Test Method	English (MARV) ¹
Weight (Typical)	ASTM D-5261	4.0 oz./SY
Grab Tensile Strength	ASTM D-4632	200 lbs
CBR Puncture	ASTM D-6241	700 lbs
Trapezoidal Tear	ASTM D-4533	80 lbs
UV Resistance	ASTM D-4355	80%
Apparent Opening Size (AOS) ²	ASTM D-4751	50 US Std. Sieve
CBR Puncture Strength	ASTM D-6241	700 lbs
Permittivity	ASTM D-4491	0.05 sec ⁻¹
Water Flow	ASTM D-4491	4 gpm/ft ²
Roll Sizes		12.5' x 432' 15' x 360' 17.5' x 309'

- 1) All values listed are Minimum Average Roll Value (MARV) unless otherwise noted, calculated as the typical minus two standard deviations. Statistically, it yields 97.7% degree of confidence that any sample taken during quality assurance testing will exceed the value reported.
- 2) Values for Apparent Opening size are Maximum Average Roll Values (MaxARV), typical value plus two standard deviations.

Note: WSF 200 fabric is manufactured and imported for ACF West Inc. by Gia Loi Joint Stock Company. Phuoc Thai Hamlet, Tahi Hoa Tan Uyen District. Binh Duon Province, Vietnam. ACF 200 is a trade name of ACF West Inc. and any use of this name without the expressed written consent of ACF West Inc. is strictly prohibited. The property values listed above are effective 11-1-2010 and subject to change without notice.

ATTACHMENT "D"

LEGAL DESCRIPTION
PUBLIC PEDESTRIAN AND MAINTENANCE AGREEMENT
NORTH CLACKAMAS PARKS DISTRICT

#7795
11/10/16 MAR

EXHIBIT "A"

A STRIP OF LAND, 20.00 FEET WIDE, LOCATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 34, TOWNSHIP 1 SOUTH, RANGE 2 EAST, WILLAMETTE MERIDIAN, CITY OF HAPPY VALLEY, CLACKAMAS COUNTY, OREGON, BEING A PORTION OF TRACT "A", "MARQUAM HEIGHTS", PLAT NO. 2862, CLACKAMAS COUNTY PLAT RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF TRACT "A", "MARQUAM HEIGHTS"; THENCE ALONG THE EAST LINE THEREOF, N.00°18'48" W., 129.33 FEET TO THE POINT-OF-BEGINNING; THENCE S.61°01'13"W., 29.14 FEET; THENCE S.80°37'26"W., 53.97 FEET; THENCE N.86°07'51"W., 47.90 FEET; THENCE N.80°07'14"W., 50.83 FEET; THENCE N.73°26'53"W., 34.85 FEET; THENCE 21.43 FEET ALONG THE ARC OF A 50.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 24°33'08" (THE LONG CHORD BEARS N.85°43'28"W., 21.26 FEET); THENCE S.81°59'59"W., 26.78 FEET; THENCE 70.83 FEET ALONG THE ARC OF A 100.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 40°34'55" (THE LONG CHORD BEARS N.77°42'34"W., 69.36 FEET); THENCE N.57°25'06"W., 3.90 FEET TO THE WEST LINE OF TRACT "A", "MARQUAM HEIGHTS"; THENCE ALONG SAID WEST LINE, N.00°17'36"W., 23.81 FEET; THENCE S.57°25'06"E., 16.83 FEET; THENCE 56.66 FEET ALONG THE ARC OF A 80.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 40°34'55" (THE LONG CHORD BEARS S.77°42'34"E., 55.49 FEET); THENCE N.81°59'59"E., 26.78 FEET; THENCE 30.00 FEET ALONG THE ARC OF A 70.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 24°33'08" (THE LONG CHORD BEARS S.85°43'28"E., 29.77 FEET); THENCE S.73°26'53"E., 33.69 FEET; THENCE S.80°07'14"E., 48.62 FEET; THENCE S.86°07'51"E., 44.53 FEET; THENCE N.80°37'26"E., 48.20 FEET; THENCE N.61°01'13"E., 36.62 FEET TO THE EAST LINE OF AFOREMENTIONED TRACT "A"; THENCE ALONG SAID EAST LINE, S.00°18'48"E., 22.79 FEET TO THE POINT-OF-BEGINNING, CONTAINING 6816 SQUARE FEET, MORE OR LESS.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 16, 1987
MICHAEL A. RADEMACHER
2303

DATE OF SIGNATURE: 11-14-16
EXPIRES: 12/31/2016

TRACT "B"
"SOUTHERN LITES NO. 2" **ATTACHMENT "D"**

TAX LOT 100
MAP 1-2E-34DD

N89°43'29"W 328.79'

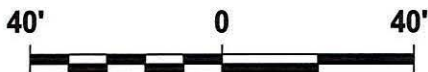
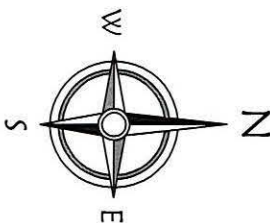
TRACT "A"
"MARQUAM HEIGHTS"

TRACT "C"
"SCOTT CREEK PARK"

POINT OF BEGINNING

**20' PUBLIC
PEDESTRIAN AND
MAINTENANCE
EASEMENT**

20' WIDE PUBLIC PEDESTRIAN
AND MAINTENANCE EASEMENT
PER DOC. NO. 2004-083537



Scale: 1" = 40'

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Michael A. Rademacher

OREGON
JULY 16, 1987
MICHAEL A. RADEMACHER
2303

DATE OF SIGNATURE: 11-14-16
EXPIRES: 12/31/2016

EASEMENT EXHIBIT MAP

7795 Exh.dwg

CMPASS Land Surveyors
4107 SE International Way, Suite 705
Milwaukie, Oregon 97222 503-653-9093

**NORTH CLACKAMAS PARKS &
RECREATION DISTRICT**
150 BEAVERCREEK ROAD
OREGON CITY, OREGON 97045.

**PUBLIC PEDESTRIAN AND
MAINTENANCE EASEMENT**
TRACT "A", "MARQUAM HEIGHTS"

LOT 6

"MARQUAM
HEIGHTS"
LOT 7

"MARQUAM
HEIGHTS"
LOT 8

LOT 9

141.45'

N00°17'36"W 257.02'

N57°25'06"W
3.90'

S57°25'06"E
16.83'

L=70.83'
R=100.00'
D=40°34'55"
CH=N77°42'34"W
69.36'

L=56.66'
R=80.00'
D=40°34'55"
CH=S77°42'34"E
55.49'

L=21.43'
R=50.00'
D=24°33'08"
CH=N85°43'28"W
21.26'

L=30.00'
R=70.00'
D=24°33'08"
CH=S85°43'28"E
29.77'

S81°59'59"W
26.78'

N81°59'59"E
26.78'

N73°26'53"W
34.85'

S73°26'53"E
33.69'

N80°07'14"W
50.83'

S80°07'14"E
48.62'

N86°07'51"W
47.90'

S86°07'51"E
44.53'

S80°37'26"W
53.97'

N80°37'26"E
48.20'

S61°01'13"W
29.14'

N61°01'13"E
36.62'

129.33'

S00°18'48"E 236.05'

22.79'

S80°26'19"E 163.00'

N88°27'26"E 168.13'

ATTACHMENT B
(CONTRACTOR'S QUOTE)

SAMPLE GOODS AND SERVICES CONTRACT

This Goods and Services Contract ("Contract") is entered into between _____ ("Contractor"), and North Clackamas Parks and Recreation District, a political subdivision of the State of Oregon ("District") for the purposes of providing trail development at Mt. Scott-Scouters Mountain.

I. TERM

This Contract shall become effective upon signature of both parties and shall be substantially completed September 01, 2017 with a final completion date of September 30, 2017. This Contract and any amendments to this Contract will not be effective until approved in writing by an authorized representative of the Board of County Commissioners of Clackamas County acting as the Governing Body for the District. This Contract supersedes and cancels any prior contracts between the parties hereto for similar services.

II. SCOPE OF WORK

This Contract covers the Scope of Work as described in the RFQ issued February 23, 2017, attached and hereby incorporated by reference as Attachment "A." This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Attachment "A", and the Contractor's quote attached and hereby incorporated by reference as Attachment "B." Work shall be performed in accordance with a schedule approved by the District. The Contractor shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services. The District Representative for this contract is: Kevin Cayson.

III. COMPENSATION

- 1. PAYMENT.** The District agrees to compensate the Contractor on a [fixed fee or time and material] basis as detailed in this Contract. The maximum annual compensation authorized under this Contract shall not exceed \$ _____ and the total Contract compensation shall not exceed \$ _____
- 2. TRAVEL EXPENSE REIMBURSEMENT.** Authorized: ☐ Yes ☒ No
If travel expense reimbursement is authorized in this Contract, such expenses shall only be reimbursed at the rates in the Clackamas County Contractor Travel Reimbursement Policy, hereby incorporated by reference, in effect at the time of the expense is incurred.
- 3. INVOICES.** Invoices submitted for payment in connection with this Contract shall be properly documented and shall indicate pertinent District contract and/or purchase order numbers. All charges shall be billed monthly (unless a different payment period is outlined in Attachment A) and will be paid net thirty (30) days from receipt of invoice and shall be subject to Oregon Revised Statute ("ORS") 293.462. Invoices shall be submitted to the District's Representative at: 6199 SE Lake Road, Milwaukie OR or via email at kevinc@ncprd.com.

IV. CONTRACT PROVISIONS

- 1. ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. District and its duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination,

excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

2. AVAILABILITY OF FUNDS. District certify that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current annual appropriation or expenditure limitation, provided, however, that continuation of this Contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the District's reasonable administrative discretion, to continue to make payments under this Contract.

3. CAPTIONS. The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.

4. COMPLIANCE WITH APPLICABLE LAW. Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the work provided in this Contract; pay all contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the District on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate District official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.

5. EXECUTION AND COUNTERPARTS. This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

6. GOVERNING LAW. This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between District and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

7. HAZARD COMMUNICATION. Contractor shall notify District prior to using products containing hazardous chemicals to which District employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon District's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.

8. INDEMNITY, RESPONSIBILITY FOR DAMAGES. Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of work, or from any act, omission, or neglect of Contractor, its subcontractors, or employees. The Contractor agrees to indemnify, hold harmless and defend the District and Clackamas County, and their officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees or agents.

9. INDEPENDENT CONTRACTOR STATUS. The service(s) to be rendered under this Contract are those of an independent contractor. Although the District reserve the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, District cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the work. Contractor is not to be considered an agent or employee of District for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to the District employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Oregon Public Employees Retirement System); and (C) If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor shall qualify and remain qualified for the term of this Contract as an insured employer under Oregon Revised Statutes ("ORS") Chapter 656.

At present, the Contractor certifies that he or she, if an individual is not a program, Clackamas County, District or Federal employee. The Contractor, if an individual, certifies that he or she is not a member of the Oregon Public Employees Retirement System.

10. INSURANCE. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon. Contractor shall provide insurance as indicated below:

A. COMMERCIAL GENERAL LIABILITY

The Contractor agrees to furnish the District evidence of commercial general liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for personal injury and property damage for the protection of the District and Clackamas County, and their officers, elected officials, agents, and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Contract. The general aggregate shall apply separately to this project / location. The District, at its option, may require a complete copy of the above policy.

B. AUTOMOBILE LIABILITY

The Contractor agrees to furnish the District evidence of business automobile liability insurance in the amount of not less than \$1,000,000 combined single limit for bodily injury and property damage for the protection of the District and Clackamas County, and their officers, elected officials, agents, and employees against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this Contract. The District, at its option, may require a complete copy of the above policy.

C. Contractor shall provide District a certificate of insurance naming the District and Clackamas County, and their officers, elected officials, agents, and employees additional insureds. If Contractor's insurance policy does not include a blanket endorsement for additional

insured status when/where required by written contract (as required in this Contract), the insurance, shall include the District and Clackamas County and their agents, officers, and employees as expressly scheduled additional insured. Use CG 20 10 or its equivalent. Such insurance shall provide sixty (60) days written notice to the District in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the District under this insurance. This policy(s) shall be primary insurance with respect to the District. Any insurance or self-insurance maintained by the District shall be excess and shall not contribute to it.

D. If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor agrees to qualify and remain qualified for the term of this Contract as an insured employer under ORS 656. The Contractor shall maintain employer's liability insurance with limits of \$100,000 for each accident, \$100,000 per disease for each employee, and \$500,000 each minimum policy limit.

E. If any other required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of thirty-six (36) months or the maximum time period the Contractor's insurer will provide "tail" coverage as subscribed, whichever is greater, or continuous "claims made" liability coverage for thirty-six (36) months following the contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided it's retroactive date is on or before the effective date of this Contract.

F. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice by the Contractor to the District. This policy(s) shall be primary insurance with respect to the District. Any insurance or self-insurance maintained by the District shall be excess and shall not contribute to it.

G. Contractor shall require that all of its subcontractors of any tier provide insurance coverage (including additional insured provisions) and limits identical to the insurance required of the Contractor under this Contract, unless this requirement is expressly modified or waived by the District.

11. LIMITATION OF LIABILITIES. Except for liability arising under or related to Section 14 or 21(B), 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. This Contract is expressly subject to the debt limitation of Oregon counties 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.

12. NOTICES. Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or District at the address or number set forth on the signature page of this Contract, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any such communication or notice delivered by facsimile shall be deemed to be given when receipt of transmission is generated by the transmitting machine. To be effective against District, such facsimile transmission must be confirmed by telephone notice to District's supervising representative. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

13. OWNERSHIP OF WORK PRODUCT. All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of District. District and Contractor intend that such Work Product be deemed "work made for hire" of which District shall be deemed the author. If for

any reason the Work Product is not deemed “work for hire,” Contractor hereby irrevocably assigns to District all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as District may reasonably request in order to fully vest such rights in the District. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

14. REPRESENTATIONS AND WARRANTIES. Contractor represents and warrants to District that (1) Contractor has the power and authority to enter into and perform this Contract; (2) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (3) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; and (4) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

A. Performance Warranty. Contractor warrants that the goods provided to the District shall consistently perform according to the performance characteristics described in the Scope of Work.

B. Service Warranty. Contractor warrants that the services provided herein to the District, if any, will be performed in a workmanlike manner and in accordance with the highest professional standards. Contractor’s liability and District’s remedy under this services warranty are limited to Contractor’s prompt correction of such services, provided that written notice of such alleged defective services shall have been given by the District to Contractor. The District agree to provide Contractor reasonable access to the goods for purposes of repair or replacement under this services warranty. Failure of Contractor to promptly correct problems pursuant to this Service Warranty shall be deemed a material breach of this Contract.

15. SURVIVAL. All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in the Section IV and the following Sections of Section IV: 1, 6, 8, 11, 13, 14, 15, and 21.

16. SEVERABILITY. If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

17. SUBCONTRACTS AND ASSIGNMENTS. 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 obtaining prior written approval from the District. In addition to any provisions the District may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this section and Sections 1, 8, 13, and 27 as if the subcontractor were the Contractor. District’s consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract. District may assign all or part of this Contract at any time without further permission required to the Contractor. District may assign all or part of this Contract at any time without further permission required to the Contractor.

18. SUCCESSORS IN INTEREST. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

19. TAX COMPLIANCE CERTIFICATION. 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 District 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 District's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. District 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 District 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.

20. TERMINATION. This Contract may be terminated for the following reasons: (A) This Contract may be terminated at any time by mutual consent of the parties, or by the District for convenience upon thirty (30) days' written notice to the Contractor; (B) District may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the District, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the work under this Contract is prohibited or the District are prohibited from paying for such work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; (C) This Contract may also be immediately terminated by the District for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from the District, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the District (or from applicable federal, state, or other sources) to permit the District in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, District may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

21. REMEDIES. (A) In the event of termination pursuant to Section 20(A), (B)(i), or (D), Contractor's sole remedy shall be a claim for the sum designated for accomplishing the work multiplied by the percentage of work completed and accepted by the District, less previous amounts paid and any claim(s) which the District has against Contractor. If previous amounts paid to Contractor exceed the amount due

to Contractor under Section 21(A), Contractor shall pay any excess to District on demand. (B) In the event of termination pursuant to Sections 20(B)(ii) or 20(C), the District shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under Sections 20(B)(ii) or 20(C), the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to Section 20(A). (C) Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless District expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to District all documents, information, works-in-progress and other property that are or would be deliverables had the Contract work been completed. Upon District's request, Contractor shall surrender to anyone District designates, all documents, research or objects or other tangible things needed to complete the work.

22. NO THIRD PARTY BENEFICIARIES. District and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

23. TIME IS OF THE ESSENCE. Contractor agrees that time is of the essence under this Contract.

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

25. FORCE MAJEURE. Neither District nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, District's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

26. WAIVER. The failure of District to enforce any provision of this Contract shall not constitute a waiver by District of that or any other provision.

27. COMPLIANCE. Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract: (A) Contractor shall: (i) Make payments promptly, as due, to all persons supplying to the Contractor labor or materials for the prosecution of the work provided for in this Contract; (ii) Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of this Contract; (iii) Not permit any lien or claim to be filed or prosecuted against the District on account of any labor or material furnished. (B) If the 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 proper officer representing the District 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. (C) The Contractor shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

(D) The Contractor shall promptly, as due, make payment to any person or copartnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury to the employees of the 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 the Contractor's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

28. DELIVERY. All deliveries shall be F.O.B. destination with all transportation and handing charges paid by the Contractor, unless specified otherwise in this Contract. Responsibility and liability for loss or damage shall remain with the Contractor until final inspection and acceptance, when responsibility shall pass to the District except as to latent defects, fraud and Contractor's warranty obligations.

29. INSPECTIONS. Goods and services furnished under this Contract will be subject to inspection and test by the District at times and places determined by the District. If the District finds goods and services furnished to be incomplete or not in compliance with the District, the District, at its sole discretion, may either reject the goods and services, require Contractor to correct any defects without charge, or negotiate with Contractor to sell the goods and services to the District at a reduced price, whichever the District deems equitable under the circumstances. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by the District, the District may reject the goods and services and cancel the Contract in whole or in part. Nothing in this paragraph shall in any way affect or limit the District's rights as a Buyer, including the rights and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080.

30. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES AND ALL NECESSARY STATE APPROVALS HAVING BEEN OBTAINED. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

SIGNATURE PAGE FOLLOWS

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

XXXX

North Clackamas Parks and Recreation District

Authorized Signature Date

Gary Barth, Director Date

Name / Title (Printed)

Telephone Number

Oregon Business Registry #

Approved as to Form:

Entity Type / State of Formation

County Counsel Date

ATTACHMENT A
(RFQ)

ATTACHMENT B
(CONTRACTOR'S QUOTE)