

**CONTRACT
FOR
MORROW COUNTY SCHOOL
DISTRICT**

**Heppner High School
Baseball Practice Building**

THIS CONTRACT, made and entered into in duplicate, this 6th day of July, 2022 by and between MORROW COUNTY SCHOOL DISTRICT, hereinafter called "Agency" and Silver Creek Contracting, hereinafter called "Contractor".

Federal Tax ID No.

WITNESSETH:

That the said Contractor, in consideration of the sums to be paid by the Agency in the manner and at the time herein provided, and in consideration of the other covenants and agreements herein contained, hereby agrees to perform and complete the work herein described and provided for and to furnish all necessary machinery, tools, apparatus, equipment, supplies, materials and labor and do all things in accordance with the applicable Plans, the applicable Specifications, the Bidding Documents bound herewith, and in accordance with such alterations or modifications of the same as may be made by the Agency, and according to such directions as may from time to time be made or given by the Engineer under the authority of the Agency.

That the applicable Plans, the applicable Specifications, the Bidding Documents bound herewith and the BID SCHEDULE containing the contract prices bound herewith are hereby specifically referred to and by this reference made a part hereof, and shall by such reference have the same force and effect as though all of the same were fully written or inserted herein.

That the Contractor shall faithfully complete and perform all the obligation of this contract, and in particular shall promptly, as due, make payment of all just debts, dues, demands and obligations incurred in the performance of said contract; and shall not permit any lien or claim to be filed or prosecuted against the Agency. It is expressly understood that this contract in all things shall be governed by the laws of the State of Oregon.

In consideration of the faithful performance of all of the obligations, both general and special, herein set out, and in consideration of the faithful performance of the work as set forth in this contract, the applicable Plans, the applicable Specifications, the Bidding Documents, and Bid Schedule, containing the contract prices, and all general and detailed specifications and plans which are a part hereof, and in accordance with the directions of the Engineer, to his satisfaction, the Agency agrees to pay to the said Contractor the amount earned, as determined from the actual quantities of work performed and the prices and other basis of payment specified, taking into

consideration any amounts that may be deductible under the terms of the contract, and to make such payments in the manner and at the times provided in the Bidding documents.

The Contractor agrees to complete the work within the time specified herein and to accept as full payment hereunder the amounts completed as determined by the contract documents.

The Contractor agrees to indemnify and save harmless the Agency from any and all defects appearing or developing in the materials furnished and the workmanship performed under this contract for a period of one year after the date of final acceptance of the contract work by the Agency.

The provisions contained in these Contract Documents relating to prevailing wage rates are made a part of this Contract as completely as if the same were fully set forth herein. It is agreed the time limit for substantial completion of the Contract, based upon the proposal as specified by the Agency shall be one hundred twenty (120) consecutive calendar days after the date of the written Notice to Proceed.

In the event that the Contractor shall fail to complete the work within the time limit or the extended time limit agreed upon, Liquidated Damages shall be paid at the rate \$250.00 per calendar day.

IN WITNESS WHEREOF, the parties hereto have subscribed their names and affixed their respective official seals as of the date first above written.

MORROW COUNTY SCHOOL DISTRICT

CONTRACTOR

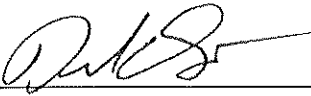
By: Matt Combe
Matt Combe, Superintendent

By: Develle Smith

Title: COO

BID SCHEDULE
FOR
MORROW COUNTY SCHOOL DISTRICT
Heppner High School
Baseball Practice Building

ITEM NO	ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE	TOTAL COST
1	Mobilization	Lump Sum		\$ 28,696 ²⁸	\$ 28,696 ²⁸
2	Buildable Plans/Permits			\$ 6,495 ⁶³	\$ 6,495 ⁶³
4	Site Prep			\$27,339 ³³	\$ 27,339 ³³
5	Foundation and Concrete			\$53,909 ¹³	\$53,909 ¹³
6	Exterior Walls and Roof			\$111,056 ¹⁰	\$111,056 ¹⁰
7	Doors and Windows			\$ 8,743 ⁶⁸	\$ 8,743 ⁶⁸
8	Interior Walls and Finish			\$39,273 ⁵⁴	\$39,273 ⁵⁴
9	Restroom			\$ NA	\$ NA
10	Heating			\$ NA	\$ NA
11	Electrical			\$22,558 ³⁰	\$ 22,558 ³⁰
12	Plumbing			\$ NA	\$ NA
				TOTAL	\$ 298,072 ⁰⁰

By: 
Signature

Print Name: Derek Smith

Title: COO

Telephone: 541-626-2060

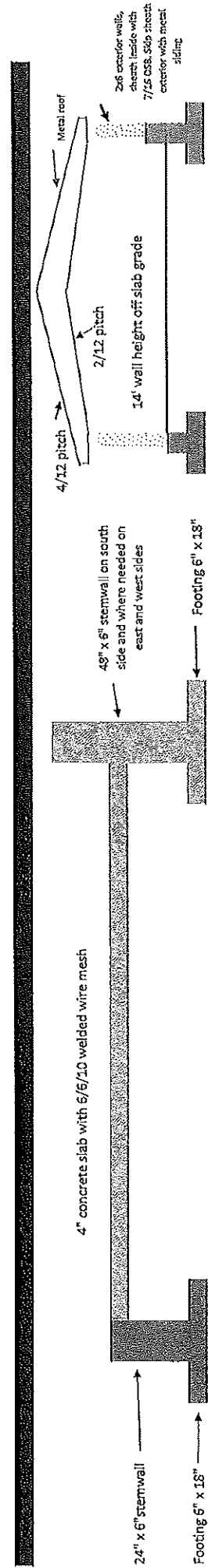
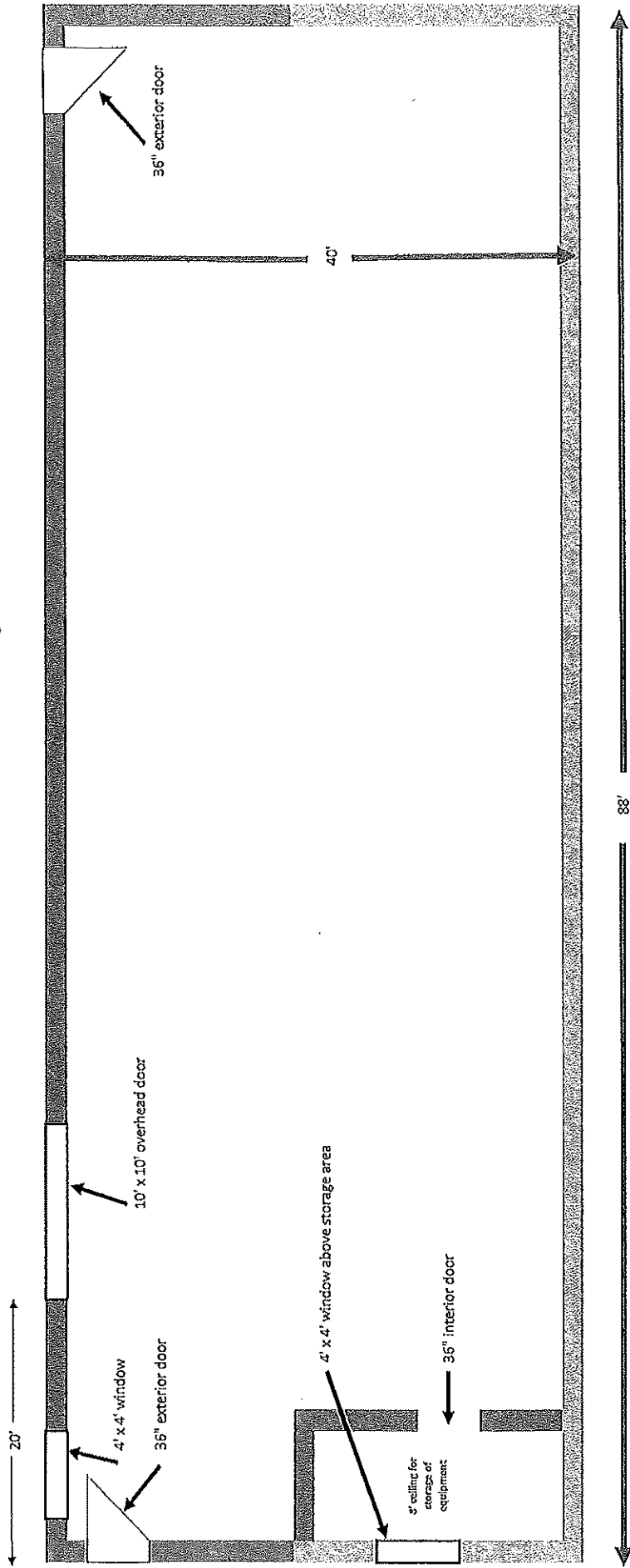
Company Name: Silver Creek Contracting LLC

Mailing Address: P.O. Box 994 Heppner, OR 97836
M.S.

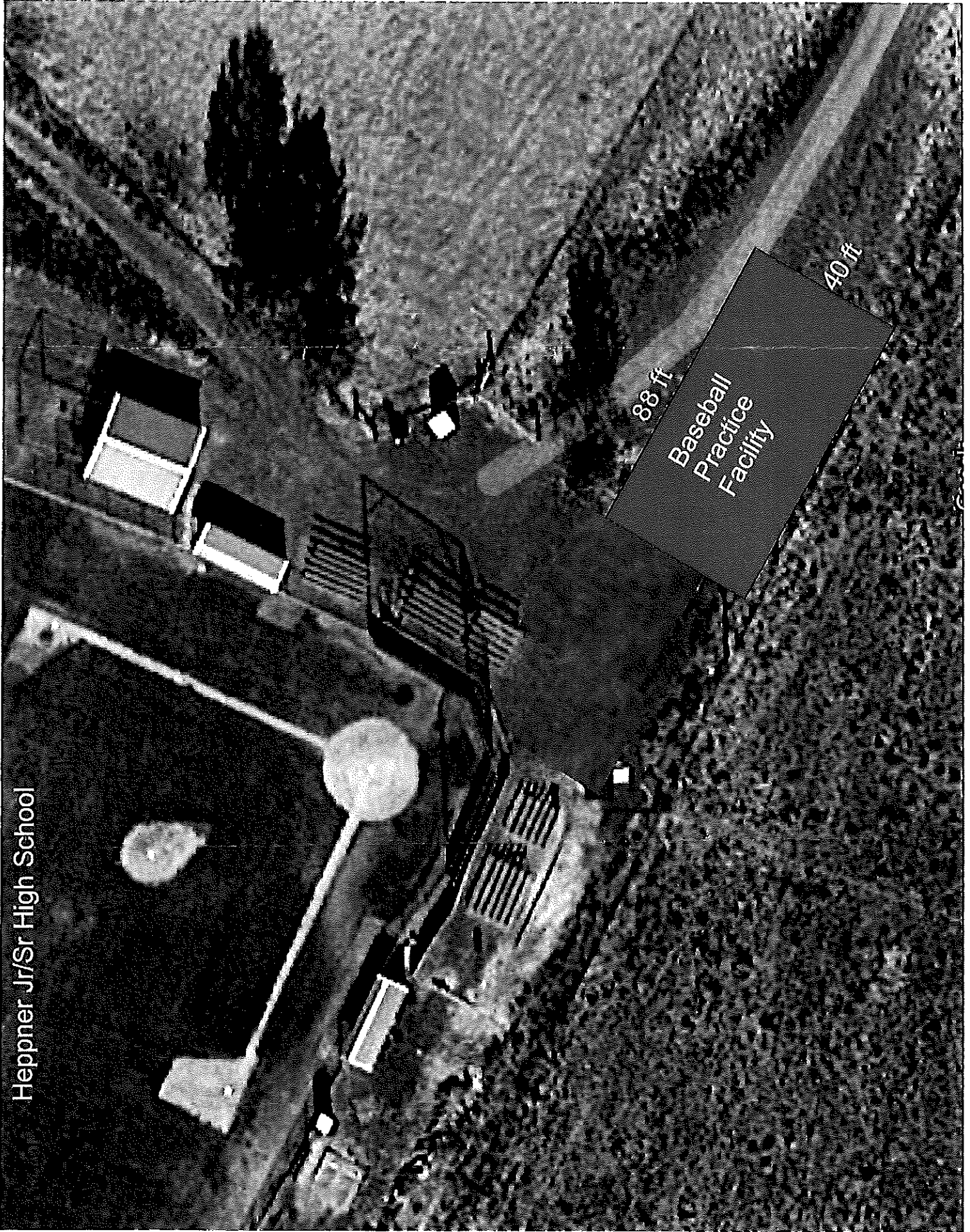
Heppner, OR 97836

Oregon CCB No.: 202075

North face of building



Heppner Jr/Sr High School



88 ft

Baseball
Practice
Facility

40 ft