



GRANT SCHOOL DISTRICT NO. 3

401 N Canyon City Blvd. • Canyon City, OR 97820-6111
Phone: (541) 575-1280 • Fax: (541) 575-3614

BOARD MEETING

ZOOM IN BY USING THE FOLLOWING INSTRUCTIONS:

<https://us02web.zoom.us/j/84282324813>

Meeting ID: 842 8232 4813

Passcode: d6v9zw

WEDNESDAY 03 MAY 2023 – 06:00PM

BOARD MEETING AGENDA – WORK SESSION

[* = supplement enclosed]

1.0 PRELIMINARY BUSINESS:

- 1.1 Call to order
- 1.2 Pledge of Allegiance
- 1.3 Agenda Review / Approval

2.0 WORK SESSION:

- 2.1 Co-op Update and Proposal/ **Louis Dix**
- 2.2 Stipends – Custodial Staff/ **Louis Dix**
- 2.3 OSBA Board Member Training Sessions/ **Louis Dix**
- 2.4 Additional Staffing for HR/Business Office/ **Louis Dix**
- 2.5 Board of Directors Goals for 2023/24 School Year/ **Louis Dix**
- 2.6 Capitol Improvements – Contracts/ **Nick Green – ETA 7:00PM** *
 - 2.6.1 Summary of Projects and Feasibility Study/ 8 pages
 - 2.6.2 Calendar: tree removal; fencing/ 1 page
 - 2.6.3 Contract: Iron Triangle – boiler building/ 10 pages
 - 2.6.4 Contract: Ditroen/ GUHS – interior (library)/ 8 pages
 - 2.6.5 Contract: Field’s Tree Service – tree removal/ 7 pages
 - 2.6.6 Contract: Timber Basin Contractors – fencing/ 8 pages
 - 2.6.7 Bid/Estimate: JB’s Roofing Inc – GUHS/ 15 pages
 - 2.6.8 *Award Letter: ZCS Engineering Architecture – JB’s Roofing/ 1 page/ **Special Note: A 96-page specifications report has been posted to our website as: 05/03/2023 Board Meeting Addendum***
 - 2.6.9 *Bid/Estimate/Contract: Milburn, HVAC contractor to be presented next Work ▶ **Special Session***

3.0 GOOD OF THE ORDER

4.0 ADJOURNED: _____ PM

Board Packet posted on district web site at: <https://grantsd3.schoolinsites.com/>

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1 | Posting by: 04/27/2023/ LD/jm
2023-0503 - Board Meeting Agenda Work Session (WS)

Board of Directors:

Jessi Brunson ● Brandon Culley ● Chair: Alicia Griffin ● Chris Labhart ● Dr. Colleen Robertson ● Kelly Stokes ● Jake Taylor



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<https://us02web.zoom.us/j/84282324813>

Meeting ID: 842 8232 4813

Passcode: d6v9zw

WEDNESDAY 03 MAY 2023 – 07:00PM
(following 6:00PM Work Session)

BOARD MEETING AGENDA – SPECIAL SESSION

[* = supplement enclosed]

1.0 PRELIMINARY BUSINESS:

- 1.1 Call to order
- 1.2 Pledge of Allegiance
- 1.3 Agenda Review / Approval
- 1.4 Approval of Minutes for April 2023 *
 - 1.4.1 **04/19/2023 Board Minutes**
- 1.5 Public Comment / 3-minute limit:
 - 1.5.1 1)
 - 1.5.2 2)
 - 1.5.3 3)

2.0 REPORTS:

- 2.1 Financial/Business Manager – Stacy Durych/ 0 ▶ *next meeting 05/17*
- 2.2 Current Enrollment/ 0 ▶ *next meeting 05/17*
- 2.3 Superintendent/ 0 ▶ *next meeting 05/17*
- 2.4 Administration X5/ 0 ▶ *next meeting 05/17*

3.0 NEW BUSINESS:

- 3.1 Co-op Update and Proposal; Stipends – Custodial Staff/ **Louis Dix**
- 3.2 OSBA Board Member Training Sessions/ **Louis Dix**
- 3.3 Additional Staffing for HR/Business Office/ **Louis Dix**
- 3.4 Board of Directors Goals for 2023/24 School Year/ **Louis Dix**
- 3.5 Capitol Improvements – Contracts/ **Nick Green** *
 - 3.5.1 Summary of Projects/8 pages
 - 3.5.2 Calendar: tree removal; fencing/ 1 page
 - 3.5.3 Contract: Iron Triangle – boiler building/ 10 pages
 - 3.5.4 Contract: Ditroen/ GUHS – interior (library)/ 8 pages
 - 3.5.5 Contract: Field’s Tree Service – tree removal/ 7 pages
 - 3.5.6 Contract: Timber Basin Contractors – fencing/ 8 pages
 - 3.5.7 Bid/Estimate: JB’s Roofing Inc – GUHS/ 15 pages
 - 3.5.8 *Award Letter: ZCS Engineering Architecture – JB’s Roofing/ 1 page/ **Special Note: A 96-page specifications report has been posted to our website as: 05/03/2023 Board Meeting Addendum***
 - 3.5.9 *Bid/Estimate/Contract: Milburn, HVAC contractor to be presented next Work ▶ **Special Session***

Board of Directors:



4.0 CONSENT AGENDA

4.1 Accept Resignations: 4

- 4.1.1 Skyelar Evins – Last Day: 04/13/2023/ *Teacher's Aid/Humbolt*
- 4.1.2 Marcus Teague – Last Day: 06/16/2023/ *Language Arts/Spanish/GUHS*
- 4.1.3 Sierra Elliott – Last Day: 06/22/2023/ *Secretary/Seneca*
- 4.1.4 Kalli Wilson – Last Day: 06/30/2023/ *Business Instructor/GUHS*

4.2 Accept New Hires: 2

- 4.2.1 Trina Fell – Start Date: 04/19/2023/ *Daycare/Preschool Director/GSD3*
- 4.2.2 Denise Blevins – Start Date: 08/2023/ *English Teacher/GUHS*

5.0 FUTURE AGENDA AND CALENDAR ITEMS

- 5.1 May 16 Budget Meeting/ 6:00PM
- 5.2 May 17 Board Meeting
- 5.3 May 17 Budget Meeting (Optional)?
- 5.4 June 14 Budget Hearing/Board Meeting
- 5.5 June 15 Last Day of School
- 5.6 June 17 HS Graduation Day

6.0 GOOD OF THE ORDER

7.0 ADJOURNED: _____ PM

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Board of Directors:



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GRANT SCHOOL DISTRICT NO. 3

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Phone: (541) 575-1280 • Fax: (541) 575-3614

BOARD MEETING / SENECA SCHOOL

ZOOM IN BY USING THE FOLLOWING INSTRUCTIONS:

<https://us02web.zoom.us/j/84282324813>

Meeting ID: 842 8232 4813

Passcode: d6v9zw

WEDNESDAY 19 APRIL 2023 – 07:00PM / SENECA ELIMENTERY SCHOOL

BOARD MEETING MINUTES

[* = supplement enclosed]

1.0 PRELIMINARY BUSINESS:

- 1.1 Call to order/ 7:02PM
- 1.2 Pledge of Allegiance
- 1.3 Agenda Review / Approval/ **motion: CR; second: JT; unanimous**
- 1.4 Schedule next Work Session ▶ Special Session: **May 03, 2023**
- 1.5 Website Presentation of Board of Directors/ **Jessi Brunson** ~~Jesse~~ ~~webmaster~~
 - 1.5.1 Do we want email made public/ **Yes, using gsd3board(1-7)@grantesd.org email addresses**
 - 1.5.2 Term Expiration/ **Yes**
 - 1.5.3 Status on legible map identifying zones/ **Yes**
- 1.6 Status on New Drug Policy/ **Jessi Brunson/ We have coverage under other policies**
 - 1.6.1 Information has been compiled that may facilitate revising our current policy/ **Will bring to next board meeting (05/17/2023)**
- 1.7 Approval of Minutes for March 2023 ***/ motion: CR; second: JB; unanimous**
 - 1.7.1 03/22/2023: **Approved**
 - 1.7.2 03/15/2023: **Approved**
 - 1.7.3 03/08/2023: **Approved**
- 1.8 Public Comment / 3-minute limit:
 - 1.8.1 1) **0**
 - 1.8.2 2) **0**
 - 1.8.3 3) **0**

2.0 REPORTS:

- 2.1 Financial/Business Manager – Stacy Durych ***/ Presented progress of budget plan for presentation during our Budget Meeting 05/16/2023 6:00PM, district office**
- 2.2 Current Enrollment ***/ Seneca: 13 (up 1); Humbolt: 246 (up 1); GUHS: 207 (up 3) = +5**
- 2.3 Superintendent ***/ Addressed Audience about written monthly report provided publicly < meeting**
- 2.4 Administration X5 ***/ All reports provided publicly prior to meeting**

3.0 NEW BUSINESS:

- 3.1 Memo of Understanding between GSD3 ad Oregon Schools Employee Assn/ Cammi Copenhaver ***/ MOU-1) Pesticide Sprayer: Consider stipend/ Oregon requires licensed personnel to spray pesticide – requesting stipend for \$2,000.00 plus travel time and expenses; MOU-2) Bus Mechanic Wage: Not competitive; requesting at least \$30.00/hour plus benefits (roughly \$15,000.00/year); MOU-3) Duties**



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- **Dustin Wilson, Custodian:** Responsible for many duties for our 2 schools and district office; often called out to assist Parks and Recreation with maintaining the 7th Street Complex; significant funding provided for Parks and Recs for maintenance, why is Dustin being called for assistance? A matter that will be addressed and reported on at a later date. **STACY DURYCH** addressed the board to consider approval of auto/diesel mechanic wage now – remains most cost effective than continuing to outsource our repair needs. Motion: JB; second: JT; unanimous
- 3.2 Hosting Foreign Exchange Students; costs; Homeland Security/ **Mark Witty** via Zoom */Two types VISA's: F1) State pay tuition; host family \$0.00; F2) \$17,250.00 paid to school/host family; \$3,655.00 homeland Security will run numbers to see if visit will meet criteria; does not have to be an accredited HS.
- 3.3 OSBA Board Member Training Sessions/ Louis Dix
- 3.4 Transportation – Safety concerns/; presented by: **Janet Myers Sharon Flory, Transportation Manager**
- 3.4.1 Driver shortage
- 3.4.2 Bus rides often over capacity/ Example: 90 students/staff on 1 bus = 25 over capacity
- 3.5 Seneca School Mascot/ Louis Dix/ Mascot requested: “Seneca Loggers”! Motion: CL; second: JT; unanimous: YES
- 3.6 ~~Capitol Improvements – Contracts/Nick Green *~~
- 3.6.1 ~~Summary of Projects/3 pages~~
- 3.6.2 ~~Calendar: tree removal; fencing/ 1 page~~
- 3.6.3 ~~Contract: Ditroen/ GUHS interior (library)/ 8 pages~~
- 3.6.4 ~~Portfolio: Ditroen/ 24 pages~~
- 3.6.5 ~~Contract: Field's Tree Service tree removal/ 7 pages~~
- 3.6.6 ~~Contract: Timber Basin Contractors fencing/ 8 pages~~
- 3.6.7 ~~Portfolio: Timber Basin Contractors/ 26 pages~~
- 3.6.8 ~~Bid/Estimate: JB's Roofing Inc GUHS/ 18 pages~~
- 3.6.9 ~~Award Letter: ZCS Engineering Architecture JB's Roofing/ 1 page~~
- 3.6.10 ~~Bid/Estimate/Contract: Milburn, HVAC contractor to be presented next Work ▶ Special Session~~
- 3.7 **ADDENDUM – Seneca School Language Immersion Program Presentation/Bre Apostol ***
▶ All of the above, minus 3.7, moved to our Work/Special Session Board Meeting 05/03/2023 ▶
- 4.0 **CONSENT AGENDA**
- 4.1 Accept Resignations: 2
- 4.1.1 **Karen Shelton – Last Day: 06/30/2023**
- 4.1.2 **Rachelle Simmons – Last Day: 06/30/2023**
- 4.2 Accept New Hires: 2
- 4.2.1 **Ersela Dehiya – Start Date: 03/20/2023/ (Sub to Perm/Early Education/Humbolt)**
- 4.2.2 **Marissa Smith – Start Date: 03/20/2023/ (Sub to Perm/SPED Instructional Asst/Humbolt)**
- 5.0 **FUTURE AGENDA AND CALENDAR ITEMS**
- 5.1 May 02 Budget Meeting
- 5.2 May 03 Board Meeting/Work Session ▶ Special Session/ Starting 6:00PM
- 5.3 May 17 Board Meeting
- 5.4 May 17 Budget Meeting (Optional)
- 5.5 June 14 Budget Hearing/Board Meeting
- 5.6 June 15 Last Day of School
- 6.0 **EXECUTIVE SESSION: Move to Executive Session – ORS 192.660(2)(b): To consider discipline of employees**
- 6.1 **Motion: CL; Second: CR.; Unanimous: YES START: 8:33PM**
- 6.2 **ORS: 192.660 (2)(b): To consider discipline of employees.**

Board of Directors:



7.0 Decision and vote made based on Executive Session.

8.0 **GOOD OF THE ORDER**

9.0 **ADJOURNED: 11:12PM**

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Board of Directors:

Jessi Brunson ● Brandon Culley ● Chair: Alicia Griffin ● Chris Labhart ● Dr. Colleen Robertson ● Kelly Stokes ● Jake Taylor

Grant Union School District No. 3

PLEASE SIGN IN

BOARD MEETING

District Office Board Room

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1.4.1

DATE: 04/19/2023 TIME: 7:00 pm

CHECK if you
wish to address
the Board during
Public Forum

NAME (please print)

TOWN REPRESENTING

3 minute limit

- ~~Sharon Flory~~ Am Coalwell _____
- Sharon Flory - presentation _____
- Stacy Durych - presentation _____
- M.T. Anderson _____
- Cori Anderson _____
- Makaela Hughes _____
- Elisa Moore _____
- Lucas Moore _____
- Andy Lusco _____
- Shanna Northway _____

Grant Union School District No. 3

PLEASE SIGN IN

5/5
1.4.1

BOARD MEETING

District Office Board Room

DATE: 04/19/2023 TIME: 7:00 pm

CHECK if you
wish to address
the Board during
Public Forum

NAME *(please print)*

TOWN REPRESENTING

3 Min limit

<input type="checkbox"/>	<u>James Bell</u>	
<input type="checkbox"/>	<u>Amely Spence</u>	<u>Canyon City</u>
<input type="checkbox"/>	<u>Nick A</u>	<u>Catalyst</u>
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Janet Myers

From: Nicholas Green <nick@catalyst.win>
Sent: Monday, April 24, 2023 9:33 AM
To: Louis Dix; Janet Myers
Cc: Stacy Durych
Subject: Updated Agenda Item for May 3 Board Meeting
Attachments: Procurement Agenda Item - May 3 Board Meeting.pdf; Construction Services Agreement - Iron Triangle.pdf

Janet and Louis,

I updated the procurement agenda item for the May 3 board meeting. This one should replace the one I wrote for the April 19 board packet.

I'm also attaching the Iron Triangle Construction Agreement, which was not included in the last packet since we didn't get their quote in time. The time-stamped quote that Lance dropped off should be added as **Exhibit B** to this agreement, and the agreement should be included in the packet along with the others from our last session.

Per Stacy's email from last Wednesday, you still have \$111,772 in ESSER funds remaining, which are currently budgeted as follows:

- \$61,772 for Indoor/Outdoor Commons GU
- \$50,000 Playground Equip at Humbolt

We also have about \$175,000 in additional grant funds under HB5202 remaining. I would recommend the DITROEN contract be applied to the HB5202 funds since it's related to the improvements at Grant Union. That would leave your ESSER funding for labor and materials in the construction.

You will still have over \$150K in available grant funds for additional tenant improvements at Grant Union or Humbolt (or contingency in the event of unforeseen circumstances).

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TO: School Board
DATE: May 3, 2023
SUBJECT: 2023 Capital Improvements and Procurements Update

Attachment(s) are available for download at this link:

https://drive.google.com/drive/folders/1z-pMzbASHGOOMZ1imywKta-PWBTRDvDU?usp=share_link

- JB's Roofing Proposal and Agreement for Roof Repairs
- Timber Basin Contractors Fencing Construction Agreement
- Field's Tree Services Agreement
- Iron Triangle Construction Agreement for Site Preparation
- Project Schedule for Fencing and Tree Removal
- DITROEN Inc. Proposal and Agreement for Student Commons

SUMMARY

Several items identified under Recommendations require board approval.

At present, the estimated cost per project is as follows:

Project	Budget	Funding Source
<i>Humbolt HVAC</i>	\$700,000	DAS HB5202
<i>Grant Union Roof Repairs</i>	\$1,124,550	DAS HB5202
<i>GUHS Replacement Feasibility Study</i>	\$250,000	DAS HB5202
<i>School District 3 Fencing</i>	\$208,450	District General Fund
<i>GUHS Student Commons</i>	\$79,272	ESSER
<i>Humbolt Playground Equipment</i>	\$50,000	ESSER
<i>GUHS Storage Building (Site Prep)</i>	\$23,827	District General Fund

The DAS HB5202 grant was awarded for \$2,250,000 for the Humbolt HVAC, GUHS Roof Repairs and Feasibility Study. **We have \$175,450 in grant funds remaining** based on these bids. These grant funds will be held in reserve until the projects are completed and may be applied to additional services or improvements related to these three projects.

Humbolt HVAC

We have finalized the HVAC plans and submitted those to the County for permits. Milburn Heating and Cooling have updated their cost estimates based on the final plan set. We are still on track to construct this summer. The project cost estimate is \$700,000, which is currently \$50,000 below budget. The full project summary is provided in the enclosed project tracker. Costs per subcontractor are as follows:

- Engineering = \$36,300
- Milburn Heating & Cooling = \$498,700 + incidentals
- S&C Electric = \$165,000

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Next steps: No further board action is required since Milburn's revised estimated is within 25 percent of their original award.

GUHS Roof Replacement

We hired ZCS Engineering & Architecture to design and procure a construction firm for the GUHS roof repairs project. This project is funded through a Department of Administrative Services grant funded by HB5202.

ZCS conducted their bid process in March and issued a notice of intent to award to JB's Roofing on March 23, pending approval by the board.

Next steps: ZCS will present the bids received and the board should move to award to the lowest responsive bidder.

School District 3 Fencing

Contracts are enclosed for the fencing project. The only bidder was Timber Basin Contractors, LLC, which bid \$171,950.

Next steps: If the Board wishes to proceed, you should move to approve the construction services agreement with Timber Basin Contractors.

GUHS Student Commons

We had one responsive bid from DITROEN Inc. Their proposal came in at \$17,500 and is attached to this packet, along with a professional services agreement ready for board approval.

Next steps: If the Board wishes to proceed, you should move to approve the professional services agreement enclosed.

GUHS Storage Shed

The building's location in a floodplain is going to require structural engineering. FEMA P-936 has the requirements for floodproofing non-residential buildings. Technical bulletins 1 and 2 have the requirements for flood openings and flood damage-resistant materials, respectively. FEMA P-348 has the utility floodproofing requirements. The plan set we submit to the county for the structural permit and floodplain development permit needs to have these measures clearly identified in the plans so that the Planning Department can sign off on the structural permit.

Site preparation may proceed under a separate floodplain development permit, using a balanced approach that requires no net gain or loss of material. Sisul Engineering is preparing the estimated yardages. Material removed from the site will be replaced with fill material.

We have enclosed a project schedule for the site prep that combines the tree removal, excavation work, and site preparation for the shop, all of which can be completed before school gets out in June.

This will set the stage for the construction of the shop and fence improvements this summer.

Next steps: Mr. Miller is getting quotes from structural engineers for the building plans. We have Sisul engineering preparing the floodplain development permits. Timber Basin no-bid the site prep for this

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project and the storage shed. Iron Triangle bid \$24,500. The board will need to approve the Iron Triangle bid for this project to proceed on schedule. They will mobilize on May 4th or 5th.

Grant Union HVAC

We are working with Marcia Karr (PE) to develop the design and scope for the GUHS HVAC system to avoid the same problems we had with Humbolt. She has 40 years of design experience working on hundreds of school buildings. She will work with the GUHS staff to prepare design specifications for contractors to bid this summer and a work plan for when the HVAC system can be installed.

Next steps: Staff will publish an invitation to bid based on the design from Ms. Karr.

Humbolt Playground

We are evaluating options for equipment replacement at Humbolt using ESSER funds. No estimates have been received to date. We are currently budgeting \$50,000 for this project.

School District Feasibility Study

The consulting team is ready to present to the board. We could do this in a work session in early May or at the May board meeting.

Next steps: Confirm the date you want the consulting team to present their interim progress report.

BOARD OF DIRECTORS ACTIONS & DECISIONS

The following actions need to be approved by the board:

- 1) **JB's Roofing** Construction Services Agreement -- \$1,070,000 for GUHS Roof Repairs
- 2) **Fields Tree Service** Construction Services Agreement – \$36,500 for tree maintenance and site prep for fencing and GUHS Storage Building projects
- 3) **Timber Basin Contractors** Construction Services Agreement – \$171,950 for fencing
- 4) **Iron Triangle** Construction Services Agreement – \$24,500 for site prep for shop and fence
- 5) **DITROEN Inc.** Professional Services Agreement – \$17,500 for student commons

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TO: School Board
DATE: May 3, 2023
SUBJECT: Feasibility Study Progress Report

BACKGROUND

Grant School District 3’s Long Range Facility Plan (LRFP) was published on October 11, 2020. BLRB Architects developed the LRFP after extensive public feedback and participation by a local steering committee. The committee’s involvement concluded in the spring of 2020, with the final presentation of the plan held on May 19, 2020. The committee’s primary recommendation was to create school locations that are “Warm, Safe, and Dry.”

The LRFP report addresses the Oregon Department of Education’s requirements under OAR Rule 581-027-0040, including a condition assessment of the District’s current facilities and deficiencies and options to bring existing facilities up to standard or identify potential alternatives to new construction or major renovations.

The LRFP was developed in parallel with the Grant County Natural Hazards Mitigation Plan (NHMP), a separate process that included extensive local participation, including by Grant School District 3. The NHMP had several key findings that warranted consideration of replacement for Grant Union Jr./Sr. High School. They included:

- The construction of critical facilities such as Grant Union High School on highly permeable fill material has resulted in groundwater intrusion into portions of the building.
- The current facility is near a creek with high waters and occasional flooding.
- All schools in Grant County are extremely outdated but do not have the financial resources (or support from ballot measures) to build new facilities.
- School buildings have enormous facility issues, including leaking, flooding, and otherwise, which can potentially create safety issues for students and staff.
- DOGAMI identified Grant Union as one of five critical Grant County facilities exposed to high wildfire hazards.

Grant Union was seismically retrofitted to reduce the building’s vulnerability to seismic hazards, but the natural hazard risks of flooding and wildfire have not been addressed. Seismic retrofitting of Humbolt and Seneca school were highly recommended. As proposed in the BLRB report, the modernization of these buildings was estimated to cost \$21 million if completed by 2028 but would not address flood risk at Grant Union resulting from the school’s location in a 1% floodplain.

Superintendent Uptmor worked with the City of John Day to submit a capital projects request to the 2022 legislative assembly to begin addressing the facility improvement needs at Humbolt and GUHS and start planning to replace Grant Union in the event of a catastrophic flood event.

The legislature appropriated \$2,250,000.00 in state funds to improve Humbolt and Grant Union through 2022 House Bill 5202 as described in the Department of Administrative Services Grant Agreement

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Number 107-2022-5202-63. These funds cover three projects associated with the long-range facility improvements:

- 1) Humbolt HVAC repairs (\$750K total project cost plus \$50K local match)
- 2) GUHS roof repairs (\$1.35M plus \$50K local match)
- 3) Feasibility study for a new Jr./Sr. High school building (\$250,000)

In June 2022, the school board unanimously approved an 18-month contract with Catalyst to perform the facilities study following a competitive procurement process.

OUR TEAM

Our feasibility study team has eight firms, each with a specific focus.

- **Catalyst** – Prime contractor. Provides policy analysis and guidance for District and teammates.
- **Walker Macy** – Landscape architect assisting with site selection, programming, and site concept development.
- **Opsis Architecture** – Program development for the preliminary building program and conceptual building plans for each site option.
- **ECONorthwest** – Assisting with goal framing, capital investment strategic planning, pre-development planning, and project implementation.
- **DKS Associates** – Transportation engineer assisting with site design and transportation impacts.
- **Sisul Engineering** – Civil engineer supporting site-specific design criteria; planning application.
- **Benchmark Land Surveying** – Surveyor providing site-specific surveying needs.
- **Straw to Gold** – Communications team responsible for project awareness.

INTERIM PROGRESS REPORT

The team's work is well underway. At this meeting, we will present the interim progress report (IPR) for the mid-point of the project. The order of the presentations is as follows:

- 1) **Walker Macy** will review the three top-scoring sites from our prior site assessment last fall. They will present a baseline analysis for the current building location.
- 2) **OP SIS** will present the status of the building plans and programming requirements based on interviews with District staff.
- 3) **ECONorthwest** will summarize the long-term financing and enrollment forecasts for the project.
- 4) **Straw-to-Gold** will update the board on the status of the communications efforts and interviews with staff and community participants in the project.
- 5) **Catalyst** will summarize the team's findings and discuss the next steps in the project.

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REVENUE FORECASTS AND CONTINGENCY PLANNING

ECONorthwest’s presentation will include the financial and enrollment forecasts for the next ten years. As the board knows, the District has been struggling with student retention. A variety of factors are contributing to declining enrollment. They are:

- An aging population in Grant County;
- Smaller and decreasing household sizes;
- Outmigration of residents from Grant County (Oregon’s only shrinking county);
- Impacts of COVID-19;
- Rise of alternative educational formats in the educational marketplace (i.e., distance learning, homeschooling);
- Interdistrict student transfers.

The net result has been an average loss of about 17 students yearly, with a 35 percent drop in enrollment since 2008 (see table below). This decline extends back to 1998, when District enrollment peaked at just over 1,000 students, compared to 481 at the end of the 2022 school year (a loss of over half the District’s students in the last 25 years).

Year	Seneca Elementary	Humbolt Elementary	Grant Union Jr / Sr High School	Mount Vernon Middle School	BMAS	Total Enrollment Grant County SD3
Jun-08	55	253	244	147	43	742
Jun-09	57	251	240	134	38	720
Jun-10	60	239	218	134	30	681
Jun-11	50	255	202	121	15	643
Jun-12	40	284	264		12	600
Jun-13	24	294	273			591
Jun-14	20	300	268			588
Jun-15	31	298	253			582
Jun-16	30	303	270			603
Jun-17	27	287	265			579
Jun-18	31	304	262			597
Jun-19	25	304	265			594
Jun-20	22	287	261			570
Jun-21	21	262	227			510
Jun-22	14	248	219			481
Change '08 to '22	(41)	(5)	(25)	(147)	(43)	(261)
% Change	-75%	-2%	-10%	-100%	-100%	-35%

7/8
3.5.1

ECONorthwest will present a financial forecast based on several scenarios, including a gradual flattening of enrollment, continual decline, and modest recovery. Our most likely scenario for the next ten years is continual decline, with a District-wide forecast of fewer than 300 students by 2033.

Over the next ten years, we forecast you will lose an additional \$1.9 million in revenue District-wide, a 30% decrease in your total formula revenue, due to projected enrollment declines.

The most significant enrollment declines are in Seneca, which has had a 75 percent drop since 2008. Seneca lost an average of three students per year from 2008 to 2022. At 14 students (June 2022) and \$18,000 per student, the revenue generated by enrollment was \$252,000 in FY22. The year-to-date expenditures through March are \$267,165, and the budgeted expenses are \$582,723.

If the entire budget is expended, Seneca's operations will cost the District just over \$330,000 above and beyond what the student enrollment revenue generates to keep the school open. This cost will increase as student enrollment declines, the building ages and general ongoing maintenance and repairs costs increase.

Though not within our immediate scope of work, we can provide recommendations for the board regarding the near-term and long-term financing options for the District to help you achieve a sustainable financial position.

The two most concerning contingencies are:

- 1) **Declining enrollment** (and corresponding revenue loss) that will impair your ability to cover your fixed costs of operating aging buildings in addition to the variable costs for staffing the classrooms and programs; and
- 2) Potential for **catastrophic loss** of your Grant Union and the School District's main office building due to flood damage or wildfire. These scenarios are not mutually exclusive – you may see both.

If requested, we can provide options for contingency planning to address both scenarios in our final report.

8/8
3.5.1

Calendar for pending projects: 1) Tree Removal 2) Fencing installed



*1/1
3.6.2
3.5.2*

*1/1
3.5.2*

CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (this "Agreement") is made and entered into effective May 3, 2023 (the "Effective Date") between Grant School District 3 ("Owner"), an Oregon special district, whose address is 401 N Canyon City Blvd, Canyon City, OR 97820 and Iron Triangle, L.L.C ("Contractor"), an Oregon limited liability company, whose address is 60643 Highway 26, John Day, OR 97845.

RECITALS:

A. Contractor is a licensed Oregon construction contractor engaged in the business of providing labor, materials, equipment, supplies, and related construction services on a contract basis. Contractor's Oregon CCB License No. is 130005. Contractor's telephone number is 541-575-2102.

B. Owner desires to construct certain improvements on or about that certain real property associated with Grant School District 3 Property at Grant Union High School, 911 S Canyon Blvd, John Day, OR 97845 (the "Property"). Owner and Contractor desire to enter into this Agreement pursuant to which Contractor will undertake and perform certain construction services concerning or related to the Property.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the parties' mutual obligations under this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. CONSTRUCTION WORK; COMPENSATION

1.1 Description of Work. Contractor will perform and complete the following construction and related services for and on behalf of Owner concerning or related to the Property (collectively, the "Work"): (a) safely construct site improvements for a new fence and shop behind the High School Building (and all related work) as further described in the plans and specifications included on the attached Exhibit A; and (b) all other work identified in the attached Exhibit A and all necessary or appropriate services customarily provided by Contractor in connection with its performance of the services set forth in this Agreement. Contractor will complete the Work subject to the terms and conditions contained in this Agreement.

1.2 Schedule of Work. Timely and proper completion of the Work is of the essence to this Agreement. Contractor will commence performance of the Work promptly after Owner issues Contractor written notice to proceed. Contractor will prosecute completion of the Work diligently and continuously. The Work will be Completed (as defined below) no later than June 16, 2023 (the "Completion Date"). For the purposes of this Agreement, the term "Completion" or "Completed" means when Owner determines, in its sole discretion, that the Work is complete in accordance with this Agreement.

1.3 Compensation. Subject to the terms and conditions contained in this Agreement, in consideration of Contractor's timely completion of the Work in accordance with this Agreement, Owner will pay Contractor in accordance with the Bid and Fee Schedule on the attached Exhibit B. Contractor will submit a lump sum invoice to Owner upon completion of the Work (the "Invoice"). Owner will pay the amount due under the Invoice within thirty (30) days after Owner has reviewed and approved the Work. Owner's payment will be accepted by Contractor as full compensation for completing the Work. No compensation will be paid by Owner for any portion of the Work not completed in accordance with this Agreement. Owner will not provide any benefits to Contractor, and Contractor will be solely responsible for obtaining Contractor's own benefits, including, without limitation, insurance, medical reimbursement, and retirement plans. Notwithstanding anything contained in this Agreement to the contrary, Owner's performance of its obligations under this Agreement is conditioned on Contractor's performance of its obligations under this Agreement, including, without limitation, those Contractor obligations described under Section 1.1 and Section 2.1. The total compensation payable under this Agreement shall not exceed \$24,500 without prior written approval from Owner.

2. CONTRACTOR DUTIES, RESPONSIBILITIES, REPRESENTATIONS, AND WARRANTIES

In addition to any other Contractor representation, warranty, and/or covenant contained in this Agreement, Contractor represents, warrants, and covenants to Owner the following:

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2.1 General Duties. Contractor will perform and complete the following at Contractor's cost and expense: (a) furnish all labor, materials, equipment, tools, supplies, and services necessary or appropriate to complete the Work; (b) perform the Work in a good and workmanlike manner; (c) obtain and pay for all licenses, inspections, and permits required by any private and/or public authority in connection with the Work; (d) perform and complete the Work in compliance with all applicable laws, ordinances, rules, regulations, and orders of any public, private, and/or governmental entity having jurisdiction over the Property and/or the Work; (e) properly manage and dispose of all waste, trash, and debris, including, without limitation, sediment, paint, cement wash, asphalt, motor oil, and grease, in accordance with all applicable laws and regulations; (f) be responsible to Owner for the acts and omissions of Contractor and/or Contractor's Representatives (as defined below); (g) not cause and/or permit any hazardous substances to be spilled, leaked, disposed of, and/or otherwise released in, on, under, and/or about the Property and/or any surrounding areas; and (h) obtain and maintain all licenses, permits, registrations, and other governmental authorizations required to conduct Contractor's business and perform the Work. Contractor will maintain proper licensure with the Oregon Construction Contractors Board and maintain proper insurance and bonding as required under this Agreement. For purposes of this Agreement, the term "Contractor's Representative(s)" means each present and future Contractor employee, representative, subcontractor, and/or agent. Contractor will pay when due all charges for labor and materials incurred by Contractor used in completion of the Work, and will be responsible for keeping the Property free of all liens or other claims related to the Work.

2.2 Independent Contractor; Independent Investigation. Contractor is an independent contractor and not an employee of Owner. Contractor will be free from direction and control over the means and manner of performing the Work, subject only to the right of Owner to specify the desired results. Owner will not withhold any taxes from any payments made to Contractor, and Contractor will be solely responsible for paying all taxes arising out of or resulting from performance of the Work, including, without limitation, income, social security, workers' compensation, and employment insurance taxes. Contractor has visited, reviewed, and evaluated the Property (and all surrounding areas) and is satisfied with the nature and condition of the Property (and all surrounding areas) and the general and local conditions, including, without limitation, those bearing upon building materials, disposal, availability of labor, uncertainties of weather, and any other conditions concerning the Property (and all surrounding areas) and/or the Work, and warrants that the consideration for the Work is reasonable in light of such conditions.

2.3 Limited Warranty. Contractor guarantees and warrants the Work against all deficiencies and/or defects in materials, equipment, and workmanship for a period of one year, commencing from the date Owner determines the Work is Completed. If Owner discovers a deficiency and/or defect in the Work, Contractor will commence repair or correction of the deficiency or defect within forty-eight (48) hours after Owner's written notice. Contractor will complete all warranty work diligently and expeditiously until completion (and without cost and/or interruption to Owner). If Contractor fails to promptly complete the warranty work, Owner may employ a third party to complete the warranty work. All costs and expenses incurred by Owner to complete the warranty work will be reimbursed by Contractor immediately on Owner's written demand. Contractor warrants and guarantees all repair work for one year, commencing on the date the warranty work is completed to Owner's satisfaction. Contractor's warranty provided under this Section 2.3 is in addition to, and not in limitation of, all other representations, warranties, guarantees, and remedies provided under this Agreement.

3. INSURANCE AND INDEMNIFICATION

3.1 Insurance. Contractor will maintain public liability and property damage insurance against death or injury to persons and physical loss or damage to property, which insurance will include perils of fire, theft, vandalism, Acts of God, and malicious mischief; the insurance will include coverage for contractual liability and "products-completed operations" that will apply for a period of two years from the date the Work is determined Completed. The insurance required under the immediately preceding sentence will be in the form of general liability and property damage insurance (occurrence version) against personal injury claims arising out of Contractor's activities on, or any condition of, the Building with limits of no less than \$1,000,000.00 per occurrence, \$2,000,000.00 in the aggregate. Contractor will obtain and maintain the following insurance: (a) commercial automobile insurance with limits of no less than \$500,000 combined single limit or split limits of \$250,000 per person, \$500,000 per occurrence and \$250,000 property damage, for any and all automobiles used in the prosecution of the Work; and (b) workers' compensation insurance in form and amount sufficient to satisfy the requirements of applicable Oregon law. Each liability insurance policy will be in form and content satisfactory to Owner and will contain a severability of interest clause. By separate endorsement, each liability insurance policy will name Owner and Owner's Representatives as additional insureds. Contractor's insurance will be primary, and any insurance carried by Owner will be excess and noncontributing. Contractor will provide evidence of the insurance coverage (including applicable endorsements) required to be maintained by Contractor under this Section 3.1 prior to commencement of the Work and upon Owner's demand. All policies of insurance Contractor is required to carry under this Agreement will provide that the insurer waives the

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3.5.3

right of subrogation against Owner. For purposes of this Agreement, the term "Owner's Representative(s)" means each present and future Owner officer, employee, representative, contractor, and/or agent.

3.2 Indemnification. Contractor releases and will defend, indemnify, and hold Owner and Owner's Representatives for, from, and against any and all claims, actions, proceedings, damages, liabilities, judgments, penalties, fines, costs, and expenses of every kind, whether known or unknown, including, without limitation, attorney fees and costs, resulting from or arising out of, whether directly or indirectly, completion of the Work and/or Contractor's breach and/or failure to perform any representation, warranty, covenant, and/or obligation contained in this Agreement. Contractor's indemnification obligations provided in this Section 3.2 will survive the termination of this Agreement.

4. TERMINATION AND DAMAGES

4.1 Termination. Owner may terminate this Agreement (and Contractor's completion of the Work) immediately upon written notice to Contractor if Owner determines that Owner's legal authority to access the Property and perform the Work is restricted, limited, and/or prohibited by law or otherwise. If Contractor (a) fails to timely prosecute the Work continuously with sufficient laborers and equipment to ensure its completion by the Completion Date, (b) fails to complete the Work in accordance with this Agreement, (c) fails to pay its obligations as and when they become due, (d) breaches and/or otherwise fails to perform any Contractor representation, warranty, covenant, and/or obligation contained in this Agreement, and/or (e) gives Owner cause to doubt Contractor's ability to timely, fully, and properly complete the Work (or any other obligation hereunder), such act(s) or omission(s) will constitute a default by Contractor under this Agreement. Owner may terminate this Agreement immediately on written notice to Contractor if Owner determines in its sole discretion that Contractor is in default under this Agreement as provided under this Section 4.1.

4.2 Damages. If Owner terminates this Agreement under Section 4.1, Owner may take over the prosecution of all or any portion of the Work and may complete it with its own forces or otherwise, or use such other measures as in Owner's sole discretion are necessary or appropriate to prevent delay or damages. Completion of the Work, or any portion thereof, will not constitute a forfeiture of Owner's right to recover damages from Contractor for Contractor's delay or failure to complete the Work. Upon Owner's termination of this Agreement, Owner will reimburse Contractor for any unpaid labor and materials and for Contractor's reasonable overhead and profit earned through the date of termination for Work Contractor has completed (to Owner's satisfaction) through the date of termination, subject to reasonable retainage to allow Owner to correct any deficiencies in Contractor's performance of the Work. Owner's decision to terminate this Agreement will not constitute Owner's sole remedy; rather, Owner will have all remedies available to Owner under this Agreement and at law or in equity.

5. MISCELLANEOUS

5.1 Costs; Attorney Fees. Contractor will bear Contractor's own fees, costs, and expenses incurred in connection with this Agreement. If any arbitration, action, suit, and/or proceeding is instituted to interpret, enforce, and/or rescind this Agreement, including, without limitation, any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's attorney fees and other fees, costs, and expenses of every kind, including, without limitation, the costs and disbursements specified in ORCP 68 A(2), incurred in connection with the arbitration, action, suit, or proceeding, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court.

5.2 Time of Essence; Notices. Time is of the essence with respect to all dates and time periods in this Agreement. Any notice required under this Agreement must be in writing. All notices required under this Agreement must be in writing. Any notice will be deemed given when personally delivered or delivered by email or facsimile transmission (with electronic confirmation of delivery), or will be deemed given three days following delivery of the notice by U.S. mail, postage prepaid, certified, return receipt requested, by the applicable party to the address of the other party first shown above (or any other address that a party may designate by notice to the other party), unless that day is a Saturday, Sunday, or legal holiday, in which event it will be deemed given on the next following business day.

5.3 Amendment; Waiver; Severability; Governing Law. This Agreement may be amended only by a written document signed by both parties. No waiver will be binding on a party unless it is in writing and signed by the party making the waiver. A party's waiver of a breach of a provision of this Agreement will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision. If a provision of this Agreement is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Agreement will not be impaired. This Agreement is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement. Any action or proceeding arising out of this Agreement

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3/5.3

will be litigated in courts located in Grant County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Grant County, Oregon.

5.4 Further Assurances; Termination; Survival. The parties will sign other documents and take other actions reasonably necessary to further effect and evidence this Agreement. The termination of this Agreement, regardless of how it occurs, will not relieve a party of obligations that have accrued before the termination. All provisions of this Agreement that would reasonably be expected to survive the termination of this Agreement will do so, including, without limitation, the indemnification obligations under Section 3.2 and the warranty obligations under Section 2.3. Any exhibits, schedules, and other attachments referenced in this Agreement are part of this Agreement.

5.5 Entire Agreement; Interpretation; Discretion. This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement. All pronouns contained herein and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. The titles, captions, or headings of the sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. For purposes of this Agreement, the term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity. When Owner is exercising any consent, approval, determination, and/or similar discretionary action under this Agreement, the standard will be Owner's sole discretion.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed and effective for all purposes as of the Effective Date.

OWNER:
Grant School District 3
an Oregon special district

CONTRACTOR:
Iron Triangle L.L.C.
an Oregon limited liability company

By: Louis Dix, Superintendent

By: Russ Young, Owner

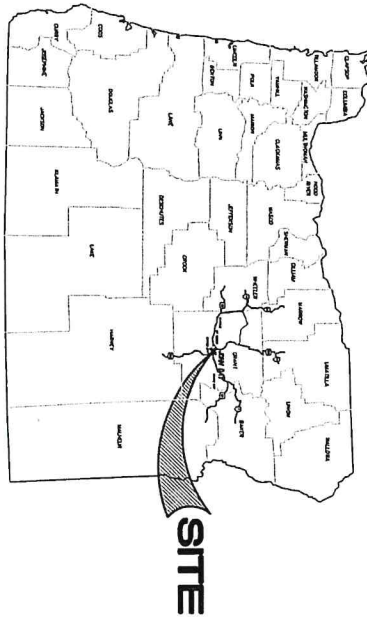
4/2/10
3.5.3

Exhibit A
Description of Work

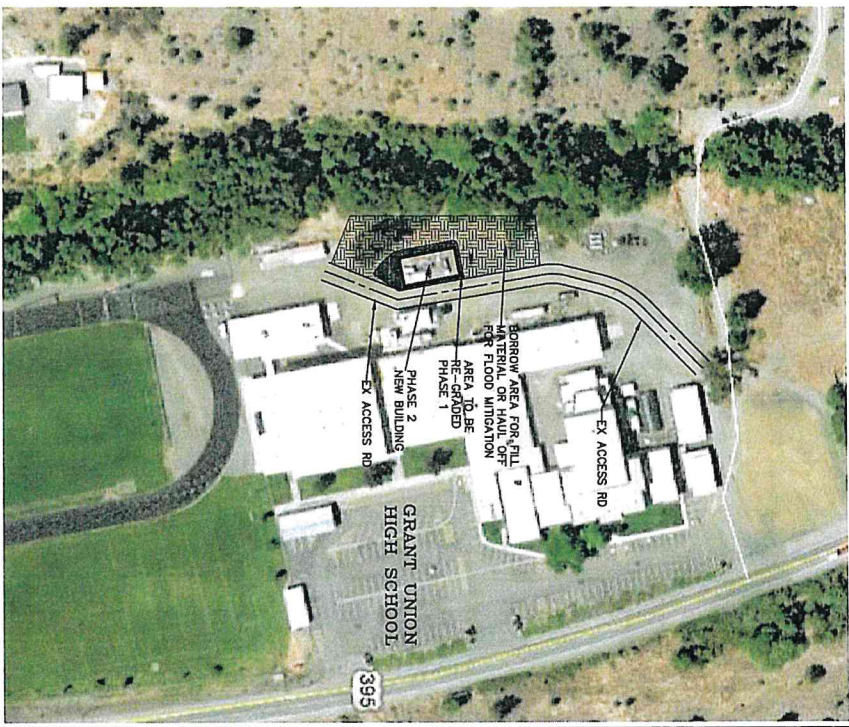
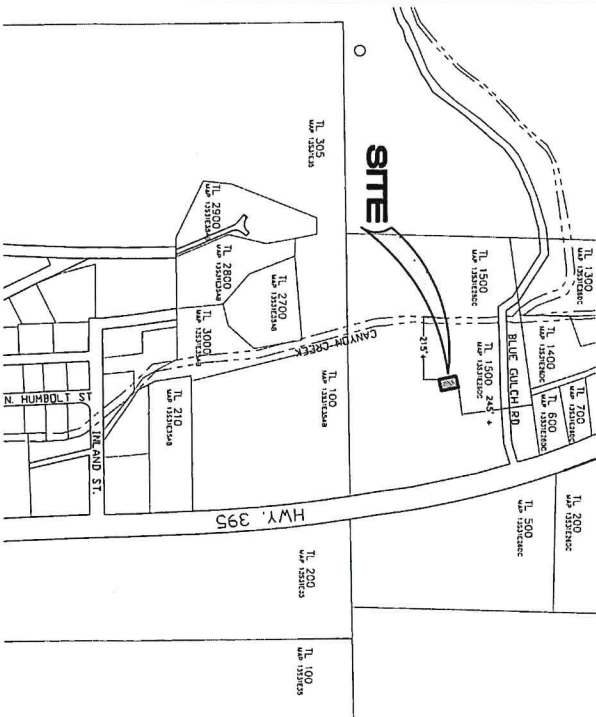
In addition to all other work and services identified in this Agreement, Contractor will perform the following Work subject to the terms and conditions contained in accordance with the plans and specifications enclosed in this Exhibit A.

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3.5.3

OREGON VICINITY MAP



PROJECT VICINITY MAP



PROJECT SITE MAP

GRADING INFORMATION:

- PHASE 1 FILL
 - IMPROVED OR NATIVE FILL = 235 CYS
 - ECC BLOCKS = 5.3 CYS
- PHASE 2 FILL
 - PEDESTAL CONC. = 4.3 CYS
 - PEDESTAL CONC. = 6.0 CYS
 - STORAGE AREA FLOOR = 0.0 (OUTSIDE BFE)
 - OPEN BAY 3/4 C.R. FLOOR = 20 CYS
 - OPEN BAYS ACCESS 3/4 C.R. = 10 CYS
 - TOTAL FILL = 281 CYS
- PHASE 1 NATIVE MATERIAL EXCAVATED FOR FILL OR HAULLED OFF
 - IF MATERIAL IS IMPORTED FOR FILL = 281 CYS (MINIMUM)
 - HAUL-OFF/EXCAVATION = 281 CYS (MINIMUM)



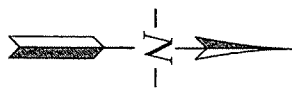
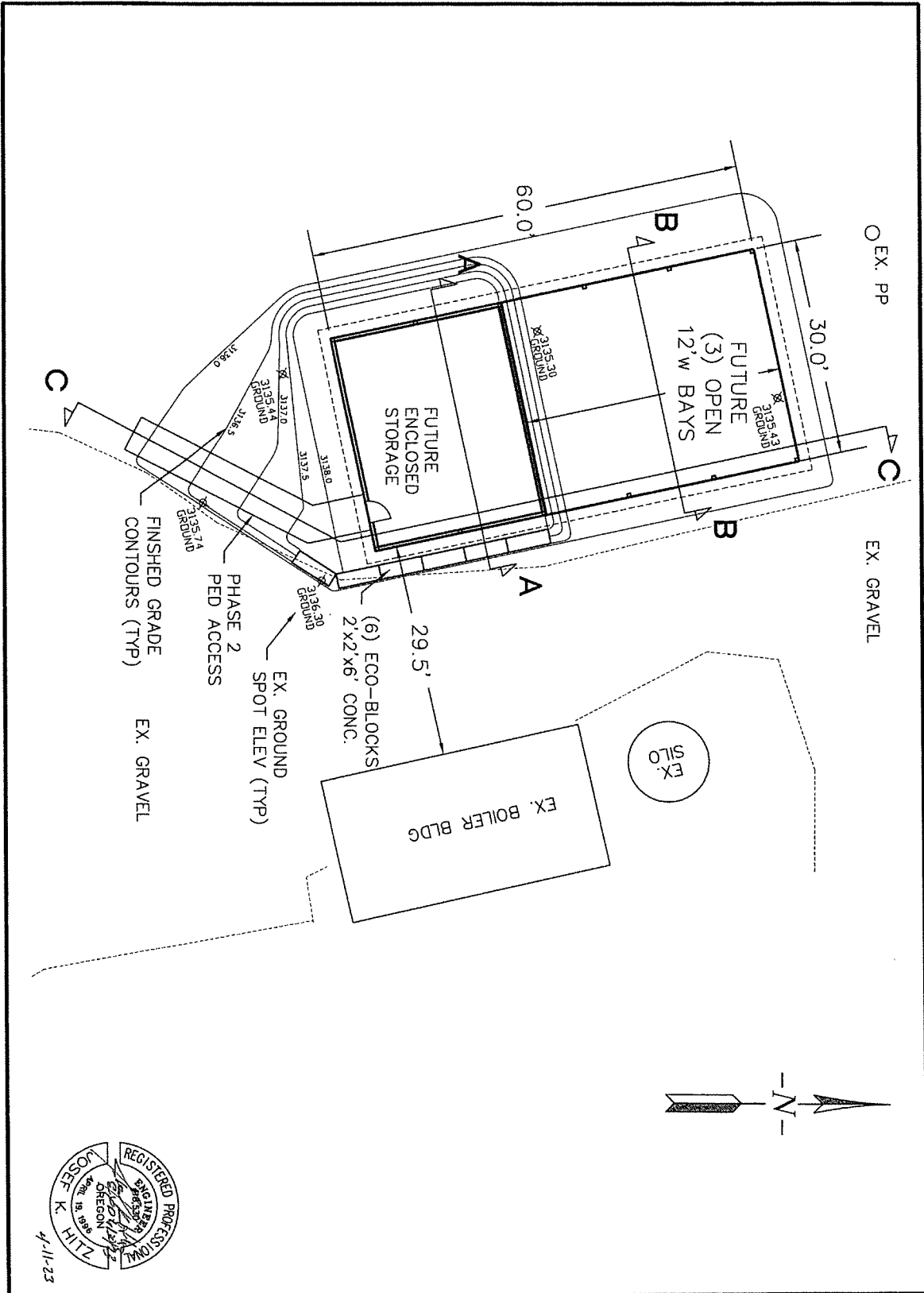
SISUL ENGINEERING
 158 E. MAIN STREET
 JOHN DAY, OREGON 97845
 (503) 575-3777
 FAX: (503) 575-3778
 LICENSE NO. 19123
 EXPIRES: 03/31/2025

SITE

MAINTENANCE / STORAGE BUILDING
 GRANT UNION HIGH SCHOOL

NO.	REVISION	DATE

6/10
3.5.3



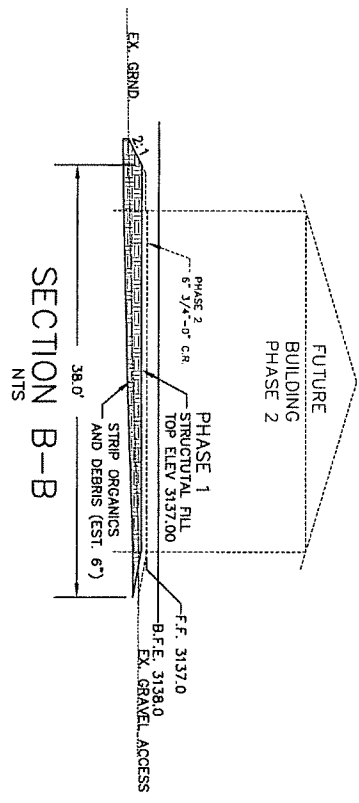
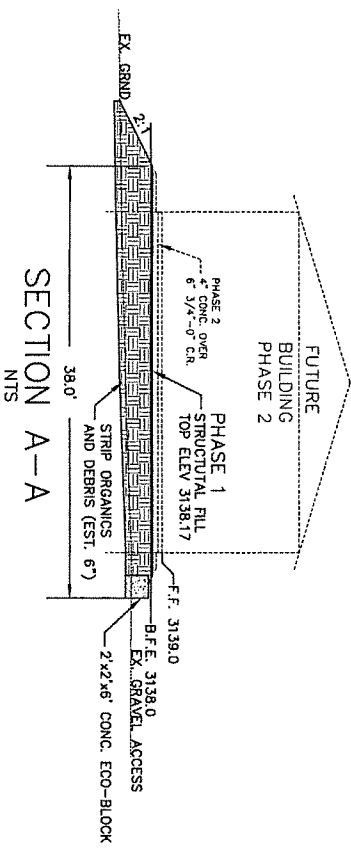
SISUL ENGINEERING
150 E. MAIN STREET
JOHN DAY, OREGON 97845
(541) 375-3777
DRAWING: GCHD SS PLAN.DWG

PROPOSED SITE IMPROVEMENT PLAN

MAINTENANCE / STORAGE BUILDING
GRANT UNION HIGH SCHOOL

NO. 02	DATE: 02/20/23	SCALE: AS SHOWN	PROJECT: 18-0000
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7/10
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4-11-23

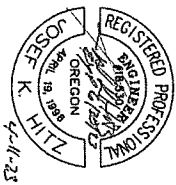
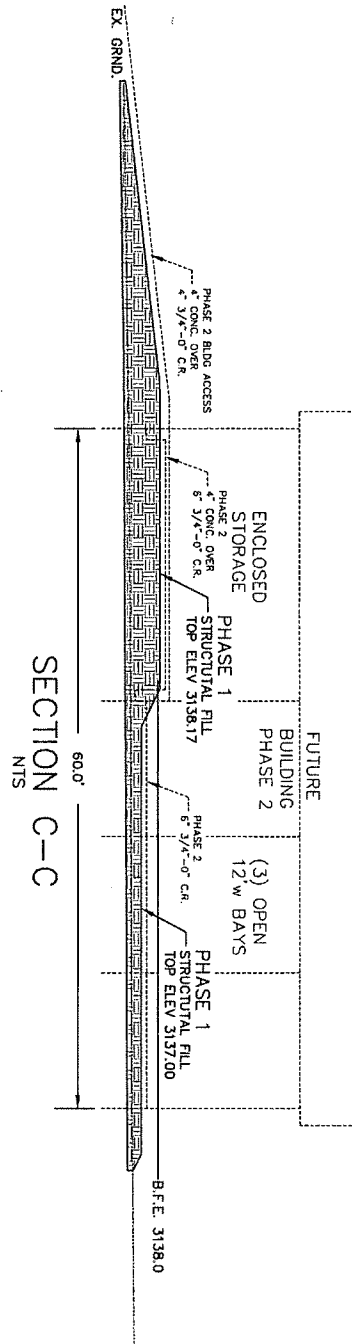
SISUL ENGINEERING
 108 E. MAIN STREET
 SEASIDE, OREGON 97138
 (541) 573-3777
 FAX: (541) 573-3777

SITE SECTIONS
 A-A & B-B

**MAINTENANCE / STORAGE
 BUILDING**
 GRANT UNION HIGH SCHOOL

REV	DATE	BY	CHKD

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 3.5.3



SISUL ENGINEERING
 108 E. MAIN STREET
 JOHN DAY, OREGON 97845
 (541) 575-2777
 OREGON LICENSE NO. 19,887

SITE SECTIONS
 A-A & B-B

**MAINTENANCE / STORAGE
 BUILDING**
 GRANT UNION HIGH SCHOOL

NO.	REVISION

9/9/10
3.5.3

Exhibit B
Bid and Fee Schedule

[Enclosed]

10/10
3.5.3

PROFESSIONAL SERVICES AGREEMENT

This Construction Services Agreement (this "Agreement") is made and entered into effective April 19, 2023 (the "Effective Date") between Grant School District 3 ("Owner"), an Oregon special district, whose address is 401 N Canyon City Blvd, Canyon City, OR 97820 and DITROEN Inc. ("Contractor"), whose address is 1020 SE 7th Avenue, Portland, OR 97293.

RECITALS:

A. Contractor is a licensed Oregon design firm engaged in the business of providing building design, materials, equipment, supplies, and related services on a contract basis.

B. Owner desires to make certain improvements on or about that certain real property associated with Grant Jr./Sr. High School located at 911 S. Canyon Blvd, John Day, Oregon (the "Property"). Owner and Contractor desire to enter into this Agreement pursuant to which Contractor will undertake and perform certain construction services concerning or related to the Property.

C. This Project will be partially funded with Federal funds from The American Rescue Plan Act, 2021 (ARP Act or ARPA) Elementary and Secondary School Emergency Relief Fund III (ESSER III or ARP ESSER) and therefore is subject to Federal laws and regulations associated with that program. Performance of the services may also be subject to the provisions of ORS 279C.800 through 279C.870, relative to Prevailing Wage Rates, as outlined in Sections C.1, C.2 and G.2.3 of the General Conditions.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the parties' mutual obligations under this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. CONSTRUCTION WORK; COMPENSATION

1.1 Description of Work. Contractor will perform and complete the following construction design and related services for and on behalf of Owner concerning or related to the Property (collectively, the "Work"): (a) planning, design, and construction (and all related work) for conversion of an existing library and office space to a student commons, as further described in the plans and specifications included on the attached Exhibit A; and (b) all other work identified in the attached Exhibit A and all necessary or appropriate services customarily provided by Contractor in connection with its performance of the services set forth in this Agreement. Contractor will complete the Work subject to the terms and conditions contained in this Agreement and Contractor's proposal and fee schedule dated March 27, 2023 identified on the attached Exhibit B.

1.2 Schedule of Work. Timely and proper completion of the Work is of the essence to this Agreement. Contractor will commence performance of the Work promptly after Owner issues Contractor written notice to proceed. Contractor will prosecute completion of the Work diligently and continuously. The Work will be Completed (as defined below) no later than August 31st (the "Completion Date"). For the purposes of this Agreement, the term "Completion" or "Completed" means when Owner determines, in its sole discretion, that the Work is complete in accordance with this Agreement.

1.3 Compensation. Subject to the terms and conditions contained in this Agreement, in consideration of Contractor's timely completion of the Work in accordance with this Agreement, Owner will pay Contractor in accordance with the Fee Schedule on the attached Exhibit B. Contractor will submit a monthly invoice to Owner concerning the Work (the "Invoice"). Owner will pay the amount due under the Invoice within thirty (30) days after Owner has reviewed and approved the Work. Owner's payment will be accepted by Contractor as full compensation for completing the Work. No compensation will be paid by Owner for any portion

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of the Work not completed in accordance with this Agreement. Owner will not provide any benefits to Contractor, and Contractor will be solely responsible for obtaining Contractor's own benefits, including, without limitation, insurance, medical reimbursement, and retirement plans. Notwithstanding anything contained in this Agreement to the contrary, Owner's performance of its obligations under this Agreement is conditioned on Contractor's performance of its obligations under this Agreement, including, without limitation, those Contractor obligations described under Section 1.1 and Section 2.1.

2. CONTRACTOR DUTIES, RESPONSIBILITIES, REPRESENTATIONS, AND WARRANTIES

In addition to any other Contractor representation, warranty, and/or covenant contained in this Agreement, Contractor represents, warrants, and covenants to Owner the following:

2.1 General Duties. Contractor will perform and complete the following at Contractor's cost and expense: (a) furnish all labor, materials, equipment, tools, supplies, and services necessary or appropriate to complete the Work; (b) perform the Work in a good and workmanlike manner; (c) obtain and pay for all licenses, inspections, and permits required by any private and/or public authority in connection with the Work; (d) perform and complete the Work in compliance with all applicable laws, ordinances, rules, regulations, and orders of any public, private, and/or governmental entity having jurisdiction over the Property and/or the Work; (e) properly manage and dispose of all waste, trash, and debris, including, without limitation, sediment, paint, cement wash, asphalt, motor oil, and grease, in accordance with all applicable laws and regulations; (f) be responsible to Owner for the acts and omissions of Contractor and/or Contractor's Representatives (as defined below); (g) not cause and/or permit any hazardous substances to be spilled, leaked, disposed of, and/or otherwise released in, on, under, and/or about the Property and/or any surrounding areas; and (h) obtain and maintain all licenses, permits, registrations, and other governmental authorizations required to conduct Contractor's business and perform the Work. Contractor will maintain proper licensure with the Oregon Construction Contractors Board and maintain proper insurance and bonding as required under this Agreement. For purposes of this Agreement, the term "Contractor's Representative(s)" means each present and future Contractor employee, representative, subcontractor, and/or agent. Contractor will pay when due all charges for labor and materials incurred by Contractor used in completion of the Work, and will be responsible for keeping the Property free of all liens or other claims related to the Work.

2.2 Independent Contractor; Independent Investigation. Contractor is an independent contractor and not an employee of Owner. Contractor will be free from direction and control over the means and manner of performing the Work, subject only to the right of Owner to specify the desired results. Owner will not withhold any taxes from any payments made to Contractor, and Contractor will be solely responsible for paying all taxes arising out of or resulting from performance of the Work, including, without limitation, income, social security, workers' compensation, and employment insurance taxes. Contractor has visited, reviewed, and evaluated the Property (and all surrounding areas) and is satisfied with the nature and condition of the Property (and all surrounding areas) and the general and local conditions, including, without limitation, those bearing upon building materials, disposal, availability of labor, uncertainties of weather, and any other conditions concerning the Property (and all surrounding areas) and/or the Work, and warrants that the consideration for the Work is reasonable in light of such conditions.

2.3 Limited Warranty. Contractor guarantees and warrants the Work against all deficiencies and/or defects in materials, equipment, and workmanship for a period of one year, commencing from the date Owner determines the Work is Completed. If Owner discovers a deficiency and/or defect in the Work, Contractor will commence repair or correction of the deficiency or defect within forty-eight (48) hours after Owner's written notice. Contractor will complete all warranty work diligently and expeditiously until completion (and without cost and/or interruption to Owner). If Contractor fails to promptly complete the warranty work, Owner may employ a third party to complete the warranty work. All costs and expenses incurred by Owner to complete the warranty work will be reimbursed by Contractor immediately on Owner's written demand. Contractor warrants and guarantees all repair work for one year, commencing on the date the warranty work is completed to Owner's

2/8
~~3.6.3~~
3.5.4

satisfaction. Contractor's warranty provided under this Section 2.3 is in addition to, and not in limitation of, all other representations, warranties, guarantees, and remedies provided under this Agreement.

3. INSURANCE AND INDEMNIFICATION

3.1 Insurance. Contractor will maintain public liability and property damage insurance against death or injury to persons and physical loss or damage to property, which insurance will include perils of fire, theft, vandalism, Acts of God, and malicious mischief; the insurance will include coverage for contractual liability and "products-completed operations" that will apply for a period of two years from the date the Work is determined Completed. The insurance required under the immediately preceding sentence will be in the form of general liability and property damage insurance (occurrence version) against personal injury claims arising out of Contractor's activities on, or any condition of, the Building with limits of no less than \$1,000,000.00 per occurrence, \$2,000,000.00 in the aggregate. Contractor will obtain and maintain the following insurance: (a) commercial automobile insurance with limits of no less than \$500,000 combined single limit or split limits of \$250,000 per person, \$500,000 per occurrence and \$250,000 property damage, for any and all automobiles used in the prosecution of the Work; and (b) workers' compensation insurance in form and amount sufficient to satisfy the requirements of applicable Oregon law. Each liability insurance policy will be in form and content satisfactory to Owner and will contain a severability of interest clause. By separate endorsement, each liability insurance policy will name Owner and Owner's Representatives as additional insureds. Contractor's insurance will be primary, and any insurance carried by Owner will be excess and noncontributing. Contractor will provide evidence of the insurance coverage (including applicable endorsements) required to be maintained by Contractor under this Section 3.1 prior to commencement of the Work and upon Owner's demand. All policies of insurance Contractor is required to carry under this Agreement will provide that the insurer waives the right of subrogation against Owner. For purposes of this Agreement, the term "Owner's Representative(s)" means each present and future Owner officer, employee, representative, contractor, and/or agent.

3.2 Indemnification. Contractor releases and will defend, indemnify, and hold Owner and Owner's Representatives for, from, and against any and all claims, actions, proceedings, damages, liabilities, judgments, penalties, fines, costs, and expenses of every kind, whether known or unknown, including, without limitation, attorney fees and costs, resulting from or arising out of, whether directly or indirectly, completion of the Work and/or Contractor's breach and/or failure to perform any representation, warranty, covenant, and/or obligation contained in this Agreement. Contractor's indemnification obligations provided in this Section 3.2 will survive the termination of this Agreement.

4. TERMINATION AND DAMAGES

4.1 Termination. Owner may terminate this Agreement (and Contractor's completion of the Work) immediately upon written notice to Contractor if Owner determines that Owner's legal authority to access the Property and perform the Work is restricted, limited, and/or prohibited by law or otherwise. If Contractor (a) fails to timely prosecute the Work continuously with sufficient laborers and equipment to ensure its completion by the Completion Date, (b) fails to complete the Work in accordance with this Agreement, (c) fails to pay its obligations as and when they become due, (d) breaches and/or otherwise fails to perform any Contractor representation, warranty, covenant, and/or obligation contained in this Agreement, and/or (e) gives Owner cause to doubt Contractor's ability to timely, fully, and properly complete the Work (or any other obligation hereunder), such act(s) or omission(s) will constitute a default by Contractor under this Agreement. Owner may terminate this Agreement immediately on written notice to Contractor if Owner determines in its sole discretion that Contractor is in default under this Agreement as provided under this Section 4.1.

4.2 Damages. If Owner terminates this Agreement under Section 4.1, Owner may take over the prosecution of all or any portion of the Work and may complete it with its own forces or otherwise, or use such other measures as in Owner's sole discretion are necessary or appropriate to prevent delay or damages. Completion of the Work, or any portion thereof, will not constitute a forfeiture of Owner's right to recover damages from Contractor for Contractor's delay or failure to complete the Work. Upon Owner's termination of

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this Agreement, Owner will reimburse Contractor for any unpaid labor and materials and for Contractor's reasonable overhead and profit earned through the date of termination for Work Contractor has completed (to Owner's satisfaction) through the date of termination, subject to reasonable retainage to allow Owner to correct any deficiencies in Contractor's performance of the Work. Owner's decision to terminate this Agreement will not constitute Owner's sole remedy; rather, Owner will have all remedies available to Owner under this Agreement and at law or in equity.

5. MISCELLANEOUS

5.1 Costs; Attorney Fees. Contractor will bear Contractor's own fees, costs, and expenses incurred in connection with this Agreement. If any arbitration, action, suit, and/or proceeding is instituted to interpret, enforce, and/or rescind this Agreement, including, without limitation, any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's attorney fees and other fees, costs, and expenses of every kind, including, without limitation, the costs and disbursements specified in ORCP 68 A(2), incurred in connection with the arbitration, action, suit, or proceeding, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court.

5.2 Time of Essence; Notices. Time is of the essence with respect to all dates and time periods in this Agreement. Any notice required under this Agreement must be in writing. All notices required under this Agreement must be in writing. Any notice will be deemed given when personally delivered or delivered by email or facsimile transmission (with electronic confirmation of delivery), or will be deemed given three days following delivery of the notice by U.S. mail, postage prepaid, certified, return receipt requested, by the applicable party to the address of the other party first shown above (or any other address that a party may designate by notice to the other party), unless that day is a Saturday, Sunday, or legal holiday, in which event it will be deemed given on the next following business day.

5.3 Amendment; Waiver; Severability; Governing Law. This Agreement may be amended only by a written document signed by both parties. No waiver will be binding on a party unless it is in writing and signed by the party making the waiver. A party's waiver of a breach of a provision of this Agreement will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision. If a provision of this Agreement is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Agreement will not be impaired. This Agreement is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement. Any action or proceeding arising out of this Agreement will be litigated in courts located in Grant County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Grant County, Oregon.

5.4 Further Assurances; Termination; Survival. The parties will sign other documents and take other actions reasonably necessary to further effect and evidence this Agreement. The termination of this Agreement, regardless of how it occurs, will not relieve a party of obligations that have accrued before the termination. All provisions of this Agreement that would reasonably be expected to survive the termination of this Agreement will do so, including, without limitation, the indemnification obligations under Section 3.2 and the warranty obligations under Section 2.3. Any exhibits, schedules, and other attachments referenced in this Agreement are part of this Agreement.

5.5 Entire Agreement; Interpretation; Discretion. This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement. All pronouns contained herein and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. The titles, captions, or headings of the sections herein are inserted for

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convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. For purposes of this Agreement, the term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity. When Owner is exercising any consent, approval, determination, and/or similar discretionary action under this Agreement, the standard will be Owner's sole discretion.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed and effective for all purposes as of the Effective Date.

OWNER:
Grant School District 3
an Oregon special district

CONTRACTOR:
DITROEN Inc.
an Oregon limited liability company

By: Louis Dix, Superintendent

By: Dardinelle Troen, Owner

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~~3.6.3~~ 3.5.4

Exhibit A
Description of Work

In addition to all other work and services identified in this Agreement, Contractor will perform the following Work subject to the terms and conditions contained in this Agreement:

PHASE 1: SPACE PLANNING & PROGRAMMING

Site visit and project kick off at location. Define a site/space plan identifying FF&E, functionality and configuration(s) requirements and opportunities. Programmatically, look at how the space engages and supports the students and faculty (collectively, the “audience(s)”). The approved space plan will be the foundation for design and should inform rough costing and align with the construction budget.

Phase 1 Deliverables:

- Site inspection & evaluation
- Onsite workshop with key stakeholders
- Space plan & programming
- Mood boards as required

PHASE 2: FF&E, MATERIALITY & FINISHES PALETTE

Create a comprehensive program of finishes, furniture, fixtures and specialty components. Mood boards for furniture recommendations, elevations and renderings, finishes and fixture specifications. Define interior finishes, doors, dividers, counters, flooring and paint. Design direction informed by adjacent interior architecture and finishes.

Phase 2 Deliverables:

- Programming & Planning
- Concept Design
- Design development documentation & budgetary pricing
- Primary FF&E schedule specs + plan
- Construction documentation and mechanicals (as required) for fabrication
- Vendor sourcing and pricing

PHASE 3: CONSTRUCTION ADMIN + IMPLEMENTATION

Implementation and procurement of all FF&E components. Manage and monitor specialty (branding) vendors. Support builders and stakeholders in the implementation of the space program. Resolve conflicts, issues, requests for information and help maintain the design intent as the construction process unfolds.

Phase 3 Deliverables:

- Supplemental info & direction
- Ordering and Procurement
- Vendor oversight and coordination

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- Production artwork mechanicals (as required)

The library interior ceiling height is approx. 15'. The wall height of the two new offices will be 8' typ. See figure 1 for dimensions.

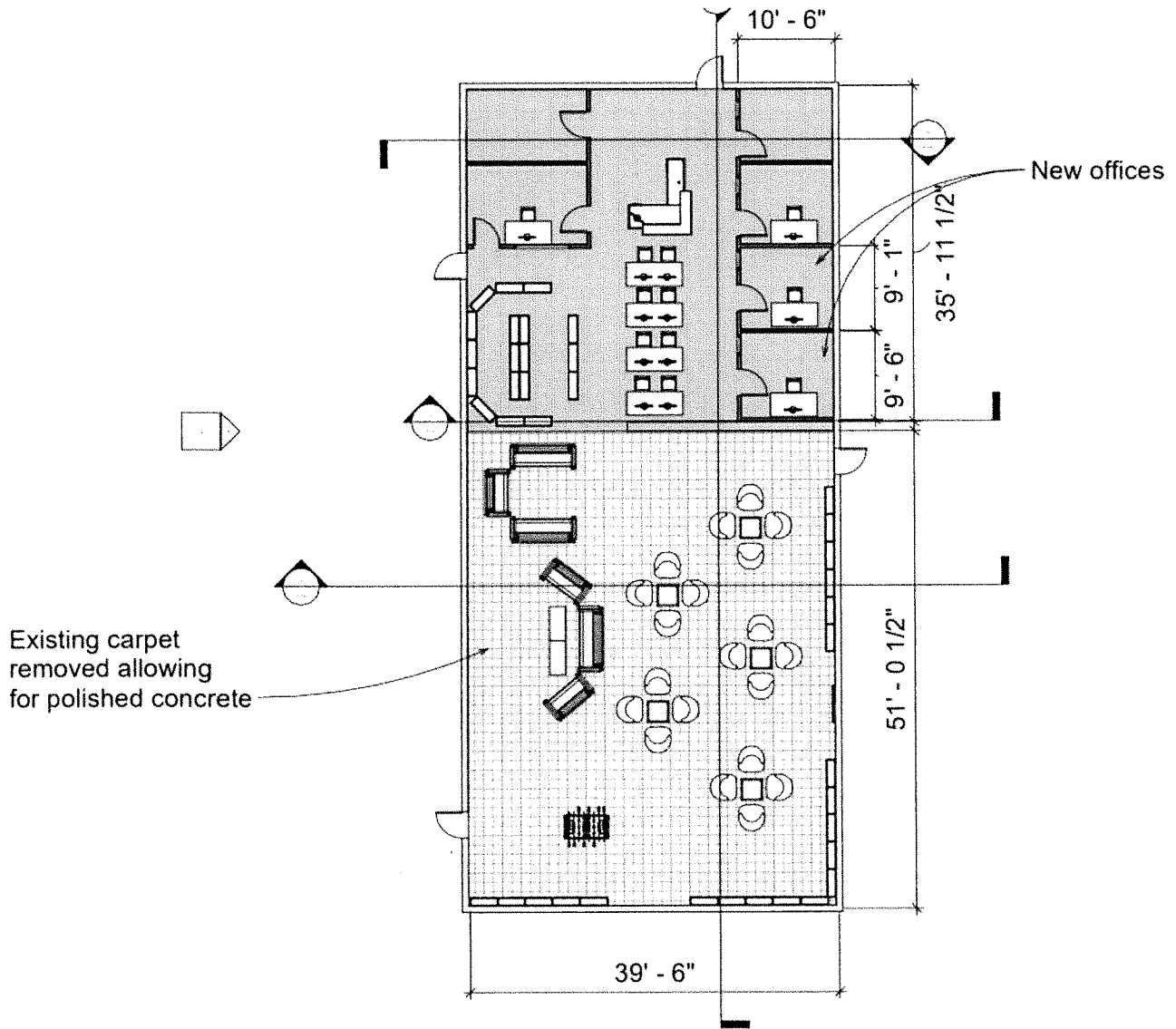


Figure 1. Dimensions for Proposed Student Commons

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Exhibit B
Fee Schedule and Proposal

[Enclosed]

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CONSTRUCTION AND TREE SERVICES AGREEMENT

This Construction Services Agreement (this "Agreement") is effective as of April 19, 2023 (the "Effective Date") between Grant School District 3 ("Owner"), an Oregon special district, whose address is 401 N Canyon Owner Blvd, Canyon Owner, OR 97820, and Field's Tree Service, LLC ("Contractor"), an Oregon limited liability corporation, whose address is 265 Elkview Dr. #D, Canyon City, Oregon 97820.

RECITALS:

A. Contractor is an Oregon construction and tree services contractor engaged in the business of providing labor, materials, equipment, supplies, and related construction services on a contract basis. Contractor's CCB License No. is 213473 and LCB License No. is 100212.

B. Owner desires to perform certain landscaping, tree removal and landscape improvements on or about Owner rights-of-way and within Owner's property at Grant Union Jr./Sr. High School, located at 911 S. Canyon Blvd, John Day, OR 97845 (collectively, the "Property"). Owner and Contractor desire to enter into this Agreement pursuant to which Contractor will undertake and perform certain construction and tree services concerning or related to the Property.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the parties' mutual obligations under this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. CONSTRUCTION WORK; COMPENSATION

1.1 Description of Work. Contractor will perform and complete the following tree removal and related landscaping construction work for and on behalf of Owner concerning or related to the Property (collectively, the "Work"): (a) those services described on the attached Exhibit A; and (b) all other necessary or appropriate services customarily provided by Contractor in connection with its performance of the services set forth in this Agreement. Contractor will complete the Work subject to the terms and conditions contained in this Agreement.

1.2 Schedule of Work. Timely and proper completion of the Work is of the essence to this Agreement. Work shall be Completed (as defined below) no later than June 30, 2023 (the "Completion Date"). For the purposes of this Agreement, the term "Completion" or "Completed" means when Owner determines, in its sole discretion, that the Work is complete in accordance with this Agreement.

1.3 Compensation. Subject to the terms and conditions contained in this Agreement, in consideration of Contractor's timely completion of the Work in accordance with this Agreement, Owner will pay Contractor a total fixed fee of \$36,500 based on Contractor's estimate (the "Fixed Fee") in Exhibit A. Upon completion of the Work, or portions of the Work, Contractor will submit an invoice or invoice(s) to Owner concerning the Work (the "Invoice"). Owner's payment will be accepted by Contractor as full compensation for completing the Work. No compensation will be paid by Owner for any portion of the Work not completed in accordance with this Agreement. Owner will not provide any benefits to Contractor, and Contractor will be solely responsible for obtaining Contractor's own benefits, including, without limitation, insurance, medical reimbursement, and retirement plans. Owner will not reimburse Contractor for any expenses incurred by Contractor to complete the Work. Notwithstanding anything contained in this Agreement to the contrary, Owner's performance of its obligations under this Agreement is conditioned on Contractor's performance of its obligations under this Agreement, including, without limitation, those Contractor obligations described under Section 1.1 and Section 2.1.

2. CONTRACTOR DUTIES, RESPONSIBILITIES, REPRESENTATIONS, AND WARRANTIES

In addition to any other Contractor representation, warranty, and/or covenant contained in this Agreement, Contractor represents, warrants, and covenants to Owner the following:

2.1 General Duties. Contractor will perform and complete the following at Contractor's cost and expense: (a) furnish all labor, materials, equipment, tools, supplies, and services necessary or appropriate to complete the Work; (b) perform the Work in a good and workmanlike manner; (c) obtain and pay for all licenses, inspections, and permits required by any private and/or public authority in connection with the Work; (d) perform and complete the Work in compliance with all

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applicable laws, ordinances, rules, regulations, and orders of any public, private, and/or governmental entity having jurisdiction over the Property and/or the Work, including all applicable public contracting provisions set forth on the attached Exhibit B; (e) properly manage and dispose of all waste, trash, and debris, including, without limitation, sediment, paint, cement wash, asphalt, motor oil, and grease, in accordance with all applicable laws and regulations; (f) be responsible to Owner for the acts and omissions of Contractor and/or Contractor's Representatives (as defined below); (g) not cause and/or permit any hazardous substances to be spilled, leaked, disposed of, and/or otherwise released in, on, under, and/or about the Property and/or any surrounding areas; and (h) obtain and maintain all licenses, permits, registrations, and other governmental authorizations required to conduct Contractor's business and perform the Work. Contractor will maintain proper licensure and maintain proper insurance and bonding as required under this Agreement. For purposes of this Agreement, the term "Contractor's Representative(s)" means each present and future Contractor employee, representative, subcontractor, and/or agent. Contractor will pay when due all charges for labor and materials incurred by Contractor used in completion of the Work, and will be responsible for keeping the Property free of all liens or other claims related to the Work.

2.2 Independent Contractor; Independent Investigation. Contractor is an independent contractor and not an employee of Owner. Contractor will be free from direction and control over the means and manner of performing the Work, subject only to the right of Owner to specify the desired results. Owner will not withhold any taxes from any payments made to Contractor, and Contractor will be solely responsible for paying all taxes arising out of or resulting from performance of the Work, including, without limitation, income, social security, workers' compensation, and employment insurance taxes. Contractor has visited, reviewed, and evaluated the Property (and all surrounding areas) and is satisfied with the nature and condition of the Property (and all surrounding areas) and the general and local conditions, including, without limitation, those bearing upon building materials, disposal, availability of labor, uncertainties of weather, and any other conditions concerning the Property (and all surrounding areas) and/or the Work, and warrants that the consideration for the Work is reasonable in light of such conditions.

2.3 Limited Warranty. Contractor guarantees and warrants the Work against all deficiencies and/or defects in materials, equipment, and workmanship for a period of one year, commencing from the date Owner determines the Work is Completed. If Owner discovers a deficiency and/or defect in the Work, Contractor will commence repair or correction of the deficiency or defect within forty-eight (48) hours after Owner's written notice. Contractor will complete all warranty work diligently and expeditiously until completion (and without cost and/or interruption to Owner). If Contractor fails to promptly complete the warranty work, Owner may employ a third party to complete the warranty work. All costs and expenses incurred by Owner to complete the warranty work will be reimbursed by Contractor immediately on Owner's written demand. Contractor warrants and guarantees all repair work for one year, commencing on the date the warranty work is completed to Owner's satisfaction. Contractor's warranty provided under this Section 2.3 is in addition to, and not in limitation of, all other representations, warranties, guarantees, and remedies provided under this Agreement.

3. INSURANCE AND INDEMNIFICATION

3.1 Insurance. Contractor will maintain public liability and property damage insurance against death or injury to persons and physical loss or damage to property, which insurance will include perils of fire, theft, vandalism, Acts of God, and malicious mischief; the insurance will include coverage for contractual liability and "products-completed operations" that will apply for a period of two years from the date the Work is determined Completed. The insurance required under the immediately preceding sentence will be in the form of general liability and property damage insurance (occurrence version) against personal injury claims arising out of Contractor's activities on, or any condition of, the Building with limits of no less than \$1,000,000.00 per occurrence, \$2,000,000.00 in the aggregate. Contractor will obtain and maintain the following insurance: (a) commercial automobile insurance with limits of no less than \$500,000 combined single limit or split limits of \$250,000 per person, \$500,000 per occurrence and \$250,000 property damage, for any and all automobiles used in the prosecution of the Work; and (b) workers' compensation insurance in form and amount sufficient to satisfy the requirements of applicable Oregon law. Each liability insurance policy will be in form and content satisfactory to Owner and will contain a severability of interest clause. By separate endorsement, each liability insurance policy will name Owner and Owner's Representatives as additional insureds. Contractor's insurance will be primary, and any insurance carried by Owner will be excess and noncontributing. Contractor will provide evidence of the insurance coverage (including applicable endorsements) required to be maintained by Contractor under this Section 3.1 prior to commencement of the Work and upon Owner's demand. All policies of insurance Contractor is required to carry under this Agreement will provide that the insurer waives the right of subrogation against Owner. For purposes of this Agreement, the term "Owner's Representative(s)" means each present and future Owner officer, employee, representative, contractor, and/or agent.

3.2 Indemnification. Contractor releases and will defend, indemnify, and hold Owner and Owner's Representatives for, from, and against any and all claims, actions, proceedings, damages, liabilities, judgments, penalties, fines,

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costs, and expenses of every kind, whether known or unknown, including, without limitation, attorney fees and costs, resulting from or arising out of, whether directly or indirectly, completion of the Work and/or Contractor's breach and/or failure to perform any representation, warranty, covenant, and/or obligation contained in this Agreement. Contractor's indemnification obligations provided in this Section 3.2 will survive the termination of this Agreement.

4. TERMINATION AND DAMAGES

4.1 Termination. Owner may terminate this Agreement (and Contractor's completion of the Work) immediately upon written notice to Contractor if Owner determines that Owner's legal authority to access the Property and perform the Work is restricted, limited, and/or prohibited by law or otherwise. If Contractor (a) fails to timely prosecute the Work continuously with sufficient laborers and equipment to ensure its completion by the Completion Date, (b) fails to complete the Work in accordance with this Agreement, (c) fails to pay its obligations as and when they become due, (d) breaches and/or otherwise fails to perform any Contractor representation, warranty, covenant, and/or obligation contained in this Agreement, and/or (e) gives Owner cause to doubt Contractor's ability to timely, fully, and properly complete the Work (or any other obligation hereunder), such act(s) or omission(s) will constitute a default by Contractor under this Agreement. Owner may terminate this Agreement immediately on written notice to Contractor if Owner determines in its sole discretion that Contractor is in default under this Agreement as provided under this Section 4.1.

4.2 Damages. If Owner terminates this Agreement under Section 4.1, Owner may take over the prosecution of all or any portion of the Work and may complete it with its own forces or otherwise, or use such other measures as in Owner's sole discretion are necessary or appropriate to prevent delay or damages. Completion of the Work, or any portion thereof, will not constitute a forfeiture of Owner's right to recover damages from Contractor for Contractor's delay or failure to complete the Work. Upon Owner's termination of this Agreement, Owner will reimburse Contractor for any unpaid labor and materials and for Contractor's reasonable overhead and profit earned through the date of termination for Work Contractor has completed (to Owner's satisfaction) through the date of termination, subject to reasonable retainage to allow Owner to correct any deficiencies in Contractor's performance of the Work. Owner's decision to terminate this Agreement will not constitute Owner's sole remedy; rather, Owner will have all remedies available to Owner under this Agreement and at law or in equity.

5. MISCELLANEOUS

5.1 Costs; Attorney Fees. Contractor will bear Contractor's own fees, costs, and expenses incurred in connection with this Agreement. If any arbitration, action, suit, and/or proceeding is instituted to interpret, enforce, and/or rescind this Agreement, including, without limitation, any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's attorney fees and other fees, costs, and expenses of every kind, including, without limitation, the costs and disbursements specified in ORCP 68 A(2), incurred in connection with the arbitration, action, suit, or proceeding, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court.

5.2 Time of Essence; Notices. Time is of the essence with respect to all dates and time periods in this Agreement. Any notice required under this Agreement must be in writing. All notices required under this Agreement must be in writing. Any notice will be deemed given when personally delivered or delivered by email or facsimile transmission (with electronic confirmation of delivery), or will be deemed given three days following delivery of the notice by U.S. mail, postage prepaid, certified, return receipt requested, by the applicable party to the address of the other party first shown above (or any other address that a party may designate by notice to the other party), unless that day is a Saturday, Sunday, or legal holiday, in which event it will be deemed given on the next following business day.

5.3 Amendment; Waiver; Severability; Governing Law. This Agreement may be amended only by a written document signed by both parties. No waiver will be binding on a party unless it is in writing and signed by the party making the waiver. A party's waiver of a breach of a provision of this Agreement will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision. If a provision of this Agreement is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Agreement will not be impaired. This Agreement is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement. Any action or proceeding arising out of this Agreement will be litigated in courts located in Grant County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Grant County, Oregon.

5.4 Further Assurances; Termination; Survival. The parties will sign other documents and take other actions reasonably necessary to further effect and evidence this Agreement. The termination of this Agreement, regardless of how it

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occurs, will not relieve a party of obligations that have accrued before the termination. All provisions of this Agreement that would reasonably be expected to survive the termination of this Agreement will do so, including, without limitation, the indemnification obligations under Section 3.2 and the warranty obligations under Section 2.3. Any exhibits, schedules, and other attachments referenced in this Agreement are part of this Agreement.

5.5 Entire Agreement; Interpretation; Discretion. This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement. All pronouns contained herein and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. The titles, captions, or headings of the sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. For purposes of this Agreement, the term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity. When Owner is exercising any consent, approval, determination, and/or similar discretionary action under this Agreement, the standard will be Owner's sole discretion.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed and effective for all purposes as of the Effective Date.

OWNER:
Grant School District 3,
an Oregon special district

CONTRACTOR:
Field's Tree Service, Inc.,
an Oregon limited liability corporation

By: Louis Dix, Superintendent

By: Raymond Field, Manager

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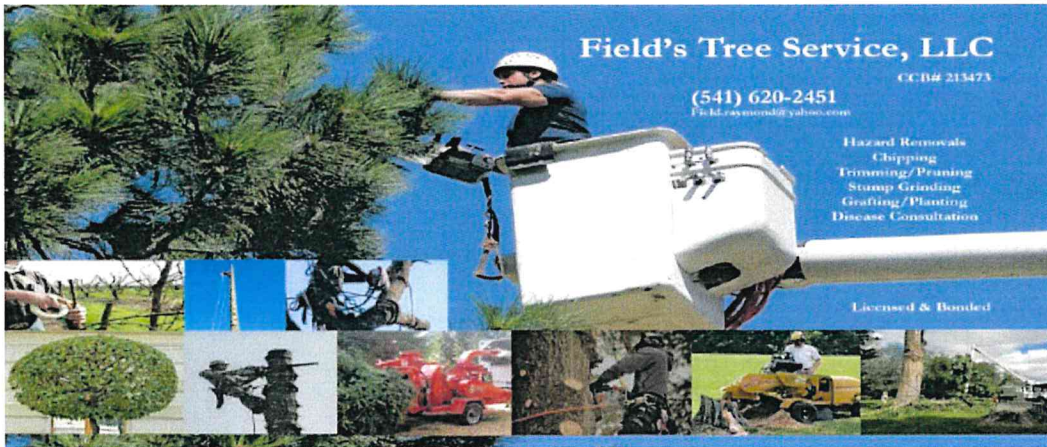
Exhibit A
Description of Work

In addition to all other work and services identified in this Agreement, Contractor will perform the following Work subject to the terms and conditions contained in Contractor's Proposal, enclosed.

Work Estimate

Field's Tree Service, LLC
(541) 620-2451
P.O. Box 370
John Day, OR 97845
Field.raymond@yahoo.com

Nick Green
Nick@catalyst.win
Grant Union High School



Job Detail

Tree trimming and removals in preparation for the construction of a perimeter fence on the North and West perimeters of the school grounds.

The primary objectives of the project will focus on hazard mitigation which includes trimming, and removals. Trimming methods includes canopy reduction, leverage reduction, preservation and aesthetic pruning.

All debris will be hauled off the grounds, with a few exceptions. A few of the larger logs will be utilized for bank stability, and flooding barriers.

Job location

Grant Union High School

Equipment Used:

Bucket Trucks, Excavators, Chippers, climbing, stump grinders and rigging gear.

Total estimated cost:
\$36,500

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Exhibit B
Public Contracting Provisions

- (1) Contractor will make payment promptly, as due, to all persons supplying to Contractor labor or materials for the performance of the Work provided for in this Agreement. [ORS 279C.505(a)]
- (2) Contractor will pay all contributions or amounts due the Industrial Accident Fund from Contractor incurred in the performance of the Agreement. [ORS 279C.505(b)]
- (3) Contractor will 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 materials. [ORS 279C.505(c)]
- (4) Contractor will pay to the Department of Revenue all sums withheld from employees under ORS 316.167. [ORS 279C.505(d)]
- (5) Contractor will demonstrate that an employee drug testing program is in place. [ORS 279C.505(2)]
- (6) If the work involves demolition, this Agreement will contain a condition requiring Contractor to salvage or recycle construction and demolition debris, if feasible and cost-effective. [ORS 279C.510(1)]
- (7) If the work involves lawn and landscape maintenance, Contractor is required to compost or mulch yard waste material at an approved site, if feasible and cost-effective. [ORS 279C.510(2)]
- (8) If Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Contractor by any person in connection with this Agreement as the claim becomes due, the proper office or officers representing the state or county, school district, municipality, municipal corporation or subdivision thereof, as the case may be, 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 to Contractor by reason of this Agreement. [ORS 279C.515(1)]
- (9) If Contractor fails, neglects, or refuses to make payment to a person furnishing labor materials in connection with the public improvement agreement within 30 days after receipt of payment from the contracting agency or a contractor, Contractor will owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580 (4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to Contractor on the amount due will equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after the date when payment was received from the contracting agency or from Contractor, but the rate of interest may not exceed 30 percent. The amount of interest may not be waived. [ORS 279C.515(2)]
- (10) If Contractor fails, neglects, and/or refuses to make payment to a person furnishing labor or materials in connection with this Agreement, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The payment of a claim does not relieve Contractor or Contractor's surety from obligation with respect to any unpaid claims. [ORS 279C.515(3) and (4)]
- (11) A person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or when the public policy absolutely requires it, and in such cases, except in cases of agreements for personal services as defined in ORS 279C.100, the employee will be paid at least time and a half pay:
 - (a) for all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or
 - (b) for all overtime in excess of 10 hours in any one day or 40 hours in one week when the work week is for consecutive days, Monday through Friday; and
 - (c) for all work performed on Saturday and on any legal holiday specified in ORS 279C.540. [ORS 279C.520(1)]

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(12) Contractor must give notice in writing to employees either at the time of hire or before commencement of work on this Agreement, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. [ORS 279C.520(2)]

(13) Contractor will give notice in writing to employees who work on this Agreement, either at the time of hire or before commencement of Work on this Agreement, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. [ORS 279C.520(5)(b)]

(14) Contractor will promptly, as due, make payment to any person, copartnership, association, or corporation furnishing medical, surgical, and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that Contractor collected or deducted from the wages of employees under any law, contractor, or agreement for the purpose of providing or paying for the services. [ORS 279C.530(1)]

(15) Contractor and any subcontractors working under this Agreement are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. [ORS 279C.530(2)]

(16) The existing state prevailing rate of wage and, if applicable, the federal prevailing rate of wage required under the Davis-Bacon Act (40 U.S.C. 276a) that may be paid to workers in each trade or occupation required for the public works employed in the performance of the agreement either by the Contractor or other person doing or contracting to do the whole or any part of the Work contemplated by this Agreement. [ORS 279C.830 (1)(a)]

(17) Workers will be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and ORS 279C.840. [ORS 279C.830(1)(c)]

(18) Contractor and every subcontractor must have a public works bond filed with the Construction Contractors Board before commencing the Work, unless exempt under ORS 279C.836 (7) or (8).

(a) Contractor must have a public works bond filed with the Construction Contractors Board before commencing the Work, unless exempt under ORS 279C.836 (4), (7), (8), or (9).

(b) Contractor must require every subcontractor to have a public works bond filed with the Construction Contractors Board before commencing any Work, unless exempt under ORS 279C.836 (7) or (8). [ORS 279C.830 (3)]

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CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (this "Agreement") is made and entered into effective April 19, 2023 (the "Effective Date") between Grant School District 3 ("Owner"), an Oregon special district, whose address is 401 N Canyon City Blvd, Canyon City, OR 97820 and Timber Basin Contractors, LLC ("Contractor"), whose address is 59160 Hwy 26, Mount Vernon, Oregon 97865.

RECITALS:

A. Contractor is a licensed Oregon construction contractor engaged in the business of providing labor, materials, equipment, supplies, and related construction services on a contract basis. Contractor's Oregon CCB License No. is 196087 and telephone number is (541) 620-1854.

B. Owner desires to construct certain improvements on or about that certain real property associated with Grant School District 3 Property at each of its three school buildings in John Day, Canyon City, and Seneca (collectively, the "Property"). Owner and Contractor desire to enter into this Agreement pursuant to which Contractor will undertake and perform certain construction services concerning or related to the Property.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the parties' mutual obligations under this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. CONSTRUCTION WORK; COMPENSATION

1.1 Description of Work. Contractor will perform and complete the following construction and related services for and on behalf of Owner concerning or related to the Property (collectively, the "Work"): (a) safely construct a new fence and/or improve existing fencing at each of District's school campuses (and all related work) as further described in the plans and specifications included on the attached Exhibit A; and (b) all other work identified in the attached Exhibit A and all necessary or appropriate services customarily provided by Contractor in connection with its performance of the services set forth in this Agreement. Contractor will complete the Work subject to the terms and conditions contained in this Agreement and in accordance with Contractor's proposal dated February 26, 2023 on the attached Exhibit B.

1.2 Schedule of Work. Timely and proper completion of the Work is of the essence to this Agreement. Contractor will commence performance of the Work promptly after Owner issues Contractor written notice to proceed. Contractor will prosecute completion of the Work diligently and continuously. The Work will be Completed (as defined below) no later than August 1, 2023 (the "Completion Date"). For the purposes of this Agreement, the term "Completion" or "Completed" means when Owner determines, in its sole discretion, that the Work is complete in accordance with this Agreement.

1.3 Compensation. Subject to the terms and conditions contained in this Agreement, in consideration of Contractor's timely completion of the Work in accordance with this Agreement, Owner will pay Contractor in accordance with the Fee Schedule on the attached Exhibit B. Contractor will submit a monthly invoice to Owner concerning the Work (the "Invoice"). Owner will pay the amount due under the Invoice within thirty (30) days after Owner has reviewed and approved the Work. Owner's payment will be accepted by Contractor as full compensation for completing the Work. No compensation will be paid by Owner for any portion of the Work not completed in accordance with this Agreement. Owner will not provide any benefits to Contractor, and Contractor will be solely responsible for obtaining Contractor's own benefits, including, without limitation, insurance, medical reimbursement, and retirement plans. Notwithstanding anything contained in this Agreement to the contrary, Owner's performance of its obligations under this Agreement is conditioned on Contractor's performance of its obligations under this Agreement, including, without limitation, those Contractor obligations described under Section 1.1 and Section 2.1.

2. CONTRACTOR DUTIES, RESPONSIBILITIES, REPRESENTATIONS, AND WARRANTIES

In addition to any other Contractor representation, warranty, and/or covenant contained in this Agreement, Contractor represents, warrants, and covenants to Owner the following:

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2.1 General Duties. Contractor will perform and complete the following at Contractor's cost and expense: (a) furnish all labor, materials, equipment, tools, supplies, and services necessary or appropriate to complete the Work; (b) perform the Work in a good and workmanlike manner; (c) obtain and pay for all licenses, inspections, and permits required by any private and/or public authority in connection with the Work; (d) perform and complete the Work in compliance with all applicable laws, ordinances, rules, regulations, and orders of any public, private, and/or governmental entity having jurisdiction over the Property and/or the Work; (e) properly manage and dispose of all waste, trash, and debris, including, without limitation, sediment, paint, cement wash, asphalt, motor oil, and grease, in accordance with all applicable laws and regulations; (f) be responsible to Owner for the acts and omissions of Contractor and/or Contractor's Representatives (as defined below); (g) not cause and/or permit any hazardous substances to be spilled, leaked, disposed of, and/or otherwise released in, on, under, and/or about the Property and/or any surrounding areas; and (h) obtain and maintain all licenses, permits, registrations, and other governmental authorizations required to conduct Contractor's business and perform the Work. Contractor will maintain proper licensure with the Oregon Construction Contractors Board and maintain proper insurance and bonding as required under this Agreement. For purposes of this Agreement, the term "Contractor's Representative(s)" means each present and future Contractor employee, representative, subcontractor, and/or agent. Contractor will pay when due all charges for labor and materials incurred by Contractor used in completion of the Work, and will be responsible for keeping the Property free of all liens or other claims related to the Work.

2.2 Independent Contractor; Independent Investigation. Contractor is an independent contractor and not an employee of Owner. Contractor will be free from direction and control over the means and manner of performing the Work, subject only to the right of Owner to specify the desired results. Owner will not withhold any taxes from any payments made to Contractor, and Contractor will be solely responsible for paying all taxes arising out of or resulting from performance of the Work, including, without limitation, income, social security, workers' compensation, and employment insurance taxes. Contractor has visited, reviewed, and evaluated the Property (and all surrounding areas) and is satisfied with the nature and condition of the Property (and all surrounding areas) and the general and local conditions, including, without limitation, those bearing upon building materials, disposal, availability of labor, uncertainties of weather, and any other conditions concerning the Property (and all surrounding areas) and/or the Work, and warrants that the consideration for the Work is reasonable in light of such conditions.

2.3 Limited Warranty. Contractor guarantees and warrants the Work against all deficiencies and/or defects in materials, equipment, and workmanship for a period of one year, commencing from the date Owner determines the Work is Completed. If Owner discovers a deficiency and/or defect in the Work, Contractor will commence repair or correction of the deficiency or defect within forty-eight (48) hours after Owner's written notice. Contractor will complete all warranty work diligently and expeditiously until completion (and without cost and/or interruption to Owner). If Contractor fails to promptly complete the warranty work, Owner may employ a third party to complete the warranty work. All costs and expenses incurred by Owner to complete the warranty work will be reimbursed by Contractor immediately on Owner's written demand. Contractor warrants and guarantees all repair work for one year, commencing on the date the warranty work is completed to Owner's satisfaction. Contractor's warranty provided under this Section 2.3 is in addition to, and not in limitation of, all other representations, warranties, guarantees, and remedies provided under this Agreement.

3. INSURANCE AND INDEMNIFICATION

3.1 Insurance. Contractor will maintain public liability and property damage insurance against death or injury to persons and physical loss or damage to property, which insurance will include perils of fire, theft, vandalism, Acts of God, and malicious mischief; the insurance will include coverage for contractual liability and "products-completed operations" that will apply for a period of two years from the date the Work is determined Completed. The insurance required under the immediately preceding sentence will be in the form of general liability and property damage insurance (occurrence version) against personal injury claims arising out of Contractor's activities on, or any condition of, the Building with limits of no less than \$1,000,000.00 per occurrence, \$2,000,000.00 in the aggregate. Contractor will obtain and maintain the following insurance: (a) commercial automobile insurance with limits of no less than \$500,000 combined single limit or split limits of \$250,000 per person, \$500,000 per occurrence and \$250,000 property damage, for any and all automobiles used in the prosecution of the Work; and (b) workers' compensation insurance in form and amount sufficient to satisfy the requirements of applicable Oregon law. Each liability insurance policy will be in form and content satisfactory to Owner and will contain a severability of interest clause. By separate endorsement, each liability insurance policy will name Owner and Owner's Representatives as additional insureds. Contractor's insurance will be primary, and any insurance carried by Owner will be excess and noncontributing. Contractor will provide evidence of the insurance coverage (including applicable endorsements) required to be maintained by Contractor under this Section 3.1 prior to commencement of the Work and upon Owner's demand. All policies of insurance Contractor is required to carry under this Agreement will provide that the insurer waives the

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right of subrogation against Owner. For purposes of this Agreement, the term "Owner's Representative(s)" means each present and future Owner officer, employee, representative, contractor, and/or agent.

3.2 Indemnification. Contractor releases and will defend, indemnify, and hold Owner and Owner's Representatives for, from, and against any and all claims, actions, proceedings, damages, liabilities, judgments, penalties, fines, costs, and expenses of every kind, whether known or unknown, including, without limitation, attorney fees and costs, resulting from or arising out of, whether directly or indirectly, completion of the Work and/or Contractor's breach and/or failure to perform any representation, warranty, covenant, and/or obligation contained in this Agreement. Contractor's indemnification obligations provided in this Section 3.2 will survive the termination of this Agreement.

4. TERMINATION AND DAMAGES

4.1 Termination. Owner may terminate this Agreement (and Contractor's completion of the Work) immediately upon written notice to Contractor if Owner determines that Owner's legal authority to access the Property and perform the Work is restricted, limited, and/or prohibited by law or otherwise. If Contractor (a) fails to timely prosecute the Work continuously with sufficient laborers and equipment to ensure its completion by the Completion Date, (b) fails to complete the Work in accordance with this Agreement, (c) fails to pay its obligations as and when they become due, (d) breaches and/or otherwise fails to perform any Contractor representation, warranty, covenant, and/or obligation contained in this Agreement, and/or (e) gives Owner cause to doubt Contractor's ability to timely, fully, and properly complete the Work (or any other obligation hereunder), such act(s) or omission(s) will constitute a default by Contractor under this Agreement. Owner may terminate this Agreement immediately on written notice to Contractor if Owner determines in its sole discretion that Contractor is in default under this Agreement as provided under this Section 4.1.

4.2 Damages. If Owner terminates this Agreement under Section 4.1, Owner may take over the prosecution of all or any portion of the Work and may complete it with its own forces or otherwise, or use such other measures as in Owner's sole discretion are necessary or appropriate to prevent delay or damages. Completion of the Work, or any portion thereof, will not constitute a forfeiture of Owner's right to recover damages from Contractor for Contractor's delay or failure to complete the Work. Upon Owner's termination of this Agreement, Owner will reimburse Contractor for any unpaid labor and materials and for Contractor's reasonable overhead and profit earned through the date of termination for Work Contractor has completed (to Owner's satisfaction) through the date of termination, subject to reasonable retainage to allow Owner to correct any deficiencies in Contractor's performance of the Work. Owner's decision to terminate this Agreement will not constitute Owner's sole remedy; rather, Owner will have all remedies available to Owner under this Agreement and at law or in equity.

5. MISCELLANEOUS

5.1 Costs; Attorney Fees. Contractor will bear Contractor's own fees, costs, and expenses incurred in connection with this Agreement. If any arbitration, action, suit, and/or proceeding is instituted to interpret, enforce, and/or rescind this Agreement, including, without limitation, any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's attorney fees and other fees, costs, and expenses of every kind, including, without limitation, the costs and disbursements specified in ORCP 68 A(2), incurred in connection with the arbitration, action, suit, or proceeding, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court.

5.2 Time of Essence; Notices. Time is of the essence with respect to all dates and time periods in this Agreement. Any notice required under this Agreement must be in writing. All notices required under this Agreement must be in writing. Any notice will be deemed given when personally delivered or delivered by email or facsimile transmission (with electronic confirmation of delivery), or will be deemed given three days following delivery of the notice by U.S. mail, postage prepaid, certified, return receipt requested, by the applicable party to the address of the other party first shown above (or any other address that a party may designate by notice to the other party), unless that day is a Saturday, Sunday, or legal holiday, in which event it will be deemed given on the next following business day.

5.3 Amendment; Waiver; Severability; Governing Law. This Agreement may be amended only by a written document signed by both parties. No waiver will be binding on a party unless it is in writing and signed by the party making the waiver. A party's waiver of a breach of a provision of this Agreement will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision. If a provision of this Agreement is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Agreement will not be impaired. This Agreement is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement. Any action or proceeding arising out of this Agreement

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will be litigated in courts located in Grant County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Grant County, Oregon.

5.4 Further Assurances; Termination; Survival. The parties will sign other documents and take other actions reasonably necessary to further effect and evidence this Agreement. The termination of this Agreement, regardless of how it occurs, will not relieve a party of obligations that have accrued before the termination. All provisions of this Agreement that would reasonably be expected to survive the termination of this Agreement will do so, including, without limitation, the indemnification obligations under Section 3.2 and the warranty obligations under Section 2.3. Any exhibits, schedules, and other attachments referenced in this Agreement are part of this Agreement.

5.5 Entire Agreement; Interpretation; Discretion. This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement. All pronouns contained herein and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. The titles, captions, or headings of the sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. For purposes of this Agreement, the term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity. When Owner is exercising any consent, approval, determination, and/or similar discretionary action under this Agreement, the standard will be Owner's sole discretion.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed and effective for all purposes as of the Effective Date.

OWNER:
Grant School District 3
an Oregon special district

CONTRACTOR:
Timber Basin Contractors, LLC
an Oregon limited liability company

By: Louis Dix, Superintendent

By: Clint Walczyk, Owner

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Exhibit A
Description of Work

In addition to all other work and services identified in this Agreement, Contractor will perform the following Work subject to the terms and conditions contained in this Agreement:

Those services identified in Table 1 (with /without alternative):

Facility	Fencing (Dimensions)	Additional Materials / Specifications
GUHS	Chain Link Galvanized Aluminum 2-in. Diamond 9 Gauge 72-in. Height 850 +/- Linear feet	Mangates: One (1) 72-in. Height Vehicle gates: One (1) 72-in. Height Use well casing for posts where possible
Humbolt	Chain Link Vinyl Fused Bonded PVC Coated Black Color 2-in. Diamond 9 Gauge 96-in. Height 450 Linear feet	Mangates: Two (2) sliding at each end of walkway Attach chain link fencing to existing posts and poles for roof awning Use well casing for rear posts or stem-wall if well casing is not installable

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Exhibit B
Fee Schedule and Contractor's Proposal

(Enclosed)

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Sub 3.5.4

Exhibit B
Quote Form

Date: Feb 26 Time: 8AM
2023

TO: Grant School District 3
Attn: Louis Dix, Superintendent
401 N. Canyon City Blvd
Canyon City, OR 97820

The undersigned, hereinafter called the "Contractor," declares that the only persons or parties interested in this Quote are those named herein; that this Quote is, in all respects, fair and without fraud; and it is made without collusion with any official of Grant School District 3, hereinafter called "District"; and that this Quote is made without any connection or collusion with any person making another Quote on the Agreement (as defined below).

Contractor agrees that all of the applicable provisions of Oregon law relating to public contracts (ORS Chapter 279A, 279B & 279C) and the District's public contracting rules are, by this reference, incorporated in and made a part of this Quote. Contractor hereby states that Contractor agrees to be bound by and comply with the provisions of ORS 279C.838, 279C.840 or 40 U.S.C. 3141 to 3148, as applicable.

Contractor certifies that Contractor has not discriminated and will not discriminate against minority, women or emerging small business enterprises in obtaining required subcontracts.

Contractor agrees that if this Quote is accepted, Contractor will, within ten (10) days after notification of acceptance, execute an agreement with the District in the form of agreement attached to the Request for Competitive Quotes (the "Agreement"); and will, at the time of execution of the Agreement, deliver to the District proof of the required insurance; and will, to the extent of this Quote, furnish all labor necessary to complete the work in the manner, in the time, and according to the methods as specified in the Agreement and required by the Superintendent.

Contractor agrees to commence work upon the issuance of a "Notice to Proceed" by the District and fully complete the Project according to the times specifically set forth in the Agreement. Contractor further agrees to pay liquidated damages as set forth in the Agreement for failure to complete within the specified time.

CONTRACTOR INFORMATION

FROM: Contractor's Name: Timber Basin Contractors LLC
Primary Contact: Clint Walczyk
Address: 59160 Hwy 26
City/State: Mount Vernon Oregon
Telephone: 541-620-1854
Facsimile: -
Email: timberbasincontractorsllc@gmail.com
CCB #: 196087

Operating as (strike out conditions that do not apply) ~~an individual~~, a Limited Liability Company, a Corporation, organized and existing under the law of the State of Oregon, or a Sole Proprietorship, a Partnership, or Joint Venture consisting of Clint and Joan Walczyk, owners. [Circle one.] Contractor (is) (is not) a resident of the State of Oregon. If Contractor is a resident of another state, specify state of residency: NA

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QUOTE:

1. Having become completely familiar with the local conditions and legal requirements affecting the cost of Services (as the term is defined in the Request for Quotes) at the place where Services are to be executed, and having carefully examined the site conditions as they currently exist, and having carefully examined the plans prepared by Catalyst Public Policy Advisors, LLC (the "Plans"), together with any addenda to such Plans, the undersigned hereby proposes and agrees to provide all labor, physical plant, equipment, transportation, and other facilities and services as necessary and/or required to execute all of the Services described by the aforesaid Plans and the Scope of Work (as defined in the Request for Quotes) for the following lump sum amount:

LUMP SUM QUOTE (BASE BID): one hundred seventy one thousand nine hundred fifty Dollars (\$ 171,950)

SENECA (ALTERNATE NO. 1) QUOTE: eighty five thousand six hundred Dollars (\$ 85,600)

ADDITIONAL CRITERIA:

2. Contractor will address the following criteria on a separate sheet and attach to this form:
- a) Brief information concerning Contractor (e.g., background, size, types of services provided, and examples of similar projects completed).
 - b) Identify the person(s) who will be assigned and responsible to oversee performance of the Services.
 - c) Include a work plan and accompanying time schedule for timely completion of the Services.
 - d) Contractor's experience, specific expertise, availability, project understanding, and any other factor related to Fencing Construction.
 - e) Acceptance with confirmation letter that this Project will be partially funded with Federal funds from The American Rescue Plan Act, 2021 (ARP Act or ARPA) Elementary and Secondary School Emergency Relief Fund III (ESSER III or ARP ESSER) and therefore Federal laws and regulations associated with that program are applicable and adhered to.

CONTRACTOR:

Timber Basin Contractors, LLC
[Company Name]

By: Jean Walczyk
Its: owner

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**SECTION 00310
BID**

TO: Louis Dix
Superintendent
Grant County School District Office
450 East Main Street
John Day, Oregon 97845

GRANT UNION HIGH SCHOOL – PARTIAL ROOF REPLACEMENT

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Bid are those named herein; that this Bid is in all respects fair and without fraud; that it is made without collusion with any official of Grant County School District and that the Bid is made without any connection or collusion with any person making another Bid on this Contract.

The Bidder further declares that he/she has carefully examined the Contract Documents for the construction detailed therein; that he/she has personally inspected the site; that he/she has satisfied himself/herself as to the quantities and qualities of materials, items of equipment and conditions of work involved, the means and technique of construction, and that this Bid is made according to the provisions and under the terms of the Contract Documents which are hereby made a part of this Bid.

The Bidder agrees to furnish all machinery, tools, labor, apparatus, and other means of construction, and do the work and furnish all the material necessary to complete the work which he/she shall be awarded in the manner, in the time, and according to the methods as specified in the Contract Documents and required by the Agent thereunder.

The Bidder further agrees to commence work promptly after the effective date of the "Notice to Proceed" and to complete, in all respects, the construction as set forth in Part B of the Contract Documents.

In the event a Bidder is awarded a Contract and shall fail to complete the work covered therein within the time limit, or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to Grant County School District by the Bidder at the rate set forth in the Contract Documents per working day until the work shall be finished.

The Bidder further proposes to accept as full payment for the work proposed herein the lump sum amount listed for each Schedule as follows:

GRANT COUNTY SCHOOL DISTRICT 00310-1
GRANT UNION HS PARTIAL ROOF REPLACEMENT

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BID

BID PRICE SCHEDULE FOR:

GRANT UNION HIGH SCHOOL – PARTIAL ROOF REPLACEMENT

BASE BID PRICE \$ 1,070,000⁰⁰

TOTAL BID PRICE \$ 1,070,000⁰⁰

UNIT PRICING \$ 2²⁰ per SF
(Assume 5% Removal & Replacement
5/8" Sheathing)

UNIT PRICING \$ 20⁰⁰ per SF
(Assume 5% Removal & Replacement
Stucco and paint)

JB¹⁵ Roofing Inc.
(Name of Firm)

Ronald L. Clapp
(Signature of Bidder)

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The name of the Company who is submitting this Bid is:

JB's Roofing Inc.

doing business at 510 W. Laurel
Street Address

Caldwell Canyon Idaho
City County State

which address is the address to which all communications concerning this Bid and Contract shall be sent.

I (We), acknowledge that Addenda numbers 1 through 2 have been received and have been examined as part of the Contract Documents. (If none have been received, write "none" in the above space.) The Presidents Executive Order 11246, the Certification of Nonsegregated Facilities and the Certification of Nondiscrimination in Employment contained herein and executed by the Bidder is hereby made a part of this Bid.

The Contractor and/or each Subcontractor, in preparing the Bid submitted, shall pay each employee an amount not less than the prevailing rate of wage, as determined by BOLI, for an hour's work in the same trade or occupation in the locality where such labor is performed. Any employee whose type of work is not covered by any of the classified wage rates shall be paid not less than the rate of wage listed for the classification which most nearly corresponds to the type of work to be performed.

The name of the principal officers of the corporation, or members of the partnership, or individuals submitting this Bid are as follows:

Ronald L. Clapp, President

Melissa S. Clapp, Secretary

The name of the Bidder is: JB's Roofing Inc.

83114
Contractor Board Registration Number

Ronald L. Clapp
Signature of Bidder

Title: President

Date: 3/15/2023

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SECTION 00330
LIST OF SUBCONTRACTORS
Services and Suppliers

PROJECT NAME: GRANT UNION HIGH SCHOOL – PARTIAL ROOF REPLACEMENT

BID CLOSING DATE: March 16, 2023

TIME: 2:00 P.M.

The Bidder shall submit the name, business address, and portion of work (description of work to be performed) for each subcontractor that will be used in the Project work if the Bidder is awarded the contract. The bidder shall submit this form directly to the Superintendent of Business Services with the bid or within (40) working hours after the advertised bid closing date and time. The disclosure shall include all first-tier subcontractors that will be furnishing labor, or labor and materials whose contract value equals or exceeds: five percent (5%) of the Contract Price or \$15,000, whichever is greater; or \$350,000, regardless of the percentage of the contract bid. The bidder must also disclose the category of work that the subcontractor will be performing and the dollar value of the subcontract. Enter "NONE" if there are no subcontractors that need to be disclosed. Failure to submit this form by the disclosure deadline will result in a non-responsive bid that will not be considered for award.

1. Bid Item No.(s) 076200 , Bid Item Name(s): Sheet metal flashing and trim
Subcontractor/ Suppliers Name: Woodland and Associates, Inc
CCB # 10419 Address: 6583 Supply Way Boise Id. 83716
Dollar Value of Contract \$157,737⁰⁰
Description of Services/Category of Work: Fascia, Gutter, Coping Cap, Surface mount Flashing

2. Bid Item No.(s) 070150.19, Bid Item Name(s): Preparation for Reroofing
Subcontractor/ Suppliers Name: Rodriguez Construction LLC
CCB # 13067 Address: 8985 Bowmont Rd. Nampa Id. 83686
Dollar Value of Contract \$172,000.00
Description of Services/Category of Work: Remove existing Roofing, inspect deck, Install SA vapor barrier

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3. Bid Item No.(s) _____ , Bid Item Name(s): _____
 Subcontractor/ Suppliers Name: _____
 CCB # _____ Address: _____
 Dollar Value of Contract _____
 Description of Services/Category of Work: _____

4. Bid Item No.(s) _____ , Bid Item Name(s): _____
 Subcontractor/ Suppliers Name: _____
 CCB # _____ Address: _____
 Dollar Value of Contract _____
 Description of Services/Category of Work: _____

JB'S Roofing Inc.
 Name of Bidder

3/15/2023
 Date

Ronald L. Clapp
 Signature

President
 Title

***NOTE: If you have more than four subcontractors, submit the above information for each on a separate sheet.
 ***NOTE: Any proposed changes in the above list after award shall be subject to the prior review and approval of the Owner and in no case shall have the effect of increasing the Contract Amount.

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**SECTION 00340
BIDDER CERTIFICATIONS**

The Bidder hereby certifies the following:

A. Non-discrimination: The Bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The construction Contractor agrees that it will obtain identical certifications from proposed subcontractors exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in its files. The Bidder further certifies pursuant to ORS 279.111 that Bidder has not discriminated against minority women or emerging small business enterprises in obtaining any required subcontractors.

B. Resident Bidder: The Bidder hereby certifies that it: is ___ is not X a "resident bidder". Resident bidder means a bidder that has a business address in the State of Oregon and has paid unemployment taxes or income taxes in Oregon during the twelve (12) calendar months immediately preceding submission of the bid.

C. Employee Drug Testing Program: The bidder hereby certifies that it has an employee drug testing program in place and a copy of its program is included with the bid submittal.

JB¹⁵ Roofing Inc Ronald L. Clapp
Name of Bidder
Ronald L. Clapp 3/15/2023
Signature Date
President
Title

(Please Print or Type)

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~~3.6.8~~
3.5.7

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The grantee certifies that it will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance programs, and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after each conviction;
- (e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

JB's Realty President
Typed Name and Title of Certification Official

Ronald L. Clapp
Signature

3/15/2023
Date

7/15
~~7/18~~
~~3/6/8~~
3.5.7

NOW, THEREFORE Bidder/Principal and Surety hereby agree to the following:

1. Bidder/Principal and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER, upon default of Bidder, the penal sum set forth above.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Contract, Performance Bond, Payment Bond and proof of insurance required by the Bid Documents.
3. This obligation shall be null and void if:
 - 3.1 OWNER accepts Bidder's Bid and Bidder delivers within the time required by the Bid Documents (or any extension thereof agreed to in writing by OWNER) the executed Contract, Performance Bond, Payment Bond and proof of insurance required by the Bid Documents; or
 - 3.2 All Bids are rejected by OWNER; or
 - 3.3 OWNER fails to award the contract within the time specified in the Bid Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to award the Contract agreed to in writing by OWNER and Bidder, provided that the total time for awarding the Contract including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date specified above.
7. Any suit or action under this Bond shall be commenced only in the Grant County Circuit Court.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid and shall be deemed to be effective the earlier of actual receipt or two (2) days after mailing.

10/13 ~~15/18~~
~~3.6.8~~
BID BOND 3.5.7

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if fully set forth. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of the Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a bid, offer or bid as applicable. The addresses listed above are to be used for giving required notice. Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms hereinabove set forth, do each cause this Bid Bond to be duly executed on its behalf by it's authorized officer, agent, or representative.

DATED: March 15th, 2023

DATED: March 15th, 2023

BIDDER

SURETY

J.B.'s Roofing, Inc. (Seal)
Bidder's Name and Corporate Seal

The Ohio Casualty Insurance Company (Seal)
Surety's Name and Corporate Seal

By: Ronald L. Clapp, Ronald L. Clapp
Signature and Title President

By: Clinton Paskewitz, Clinton Paskewitz
Signature and Title Attorney-in-Fact
(Attach Power of Attorney)



Attest: ESTIMATOR
Signature and Title

Attest: ESTIMATOR
Signature and Title

11/13
~~11/18~~
~~3.6.8~~
3.5.7



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

The Ohio Casualty Insurance Company

POWER OF ATTORNEY

Principal: J.B.'s Roofing Inc
Agency Name: ASSOCIATED INSURANCE SERVICES LLC
Obligee: Grant County School District
Bid Bond Amount: (10% of Bid Amount) Ten Percent of Bid Amount
Bond Number: BID-0017735

KNOW ALL PERSONS BY THESE PRESENTS: that The Ohio Casualty Insurance Company, a corporation duly organized under the laws of the State of New Hampshire (herein collectively called the "Company"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Clinton Paskewitz in the city and state of Boise, ID, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Company in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of the Company has been affixed thereto this 26th day of September, 2016.



The Ohio Casualty Insurance Company

By: [Signature]
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 26th day of September, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of The Ohio Casualty Insurance Company and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of The Ohio Casualty Insurance Company, which is now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature or electronic signatures of any assistant secretary of the Company or facsimile or mechanically reproduced or electronic seal of the Company, wherever appearing upon a certified copy of any power of attorney or bond issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of The Ohio Casualty Insurance Company do hereby certify that this power of attorney executed by said Company is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Company this 15th day of March, 2023.



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

Handwritten notes: 12/15, 17/18, 36.8, 3.5.7

**SECTION 00410
CONTRACT AGREEMENT**

THIS AGREEMENT, made and entered into this 25 day of April, 2023, by and between Grant County School District, John Day, Oregon, hereinafter called the "Owner" and JB's Roofing Inc, hereinafter called the "Contractor".

WITNESSETH:

That by Motion of the Board of Superintendents, on May, 2023, proceedings were initiated for Facility Improvements, known as:

Grant Union Roof Replacement

That on the 16 day of March, 2023, the Owner published notice calling for bids for the construction of said improvements.

That on the 16 day of March, 2023, the day fixed for opening and considering such bids, the Contractor submitted a bid for said improvement, which bid is attached hereto and made a part thereof, said bid having been regularly and duly accepted on the 16, day of March, 2023, all in full compliance with the "Contract Documents" referred to herein.

The "Bidding Requirements and General Conditions", the "Plans and Specifications," the signed copy of the "Bid", the "Drawings" and Addendum or Addenda thereto are hereby referred to and, by reference made a part of this Contract as the "Contract Documents", and shall have the same force and effect as though all of the same were fully inserted herein.

NOW THEREFORE, the Contractor, in consideration of the sums to be paid it by the Owner in the manner and at the times as provided in the Specifications, and of the other covenants, agrees

to complete the work herein before described within the time limit specified herein and to accept as full payment hereunder the amounts computed as determined by the Contract Documents and based on said Bid. Alternate N/A was/was not selected.

It is agreed that the Completion of the project shall be completed by **September 1, 2023**. In the event the Contractor shall fail to complete the work within the time limit or the extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be computed at the rate set forth in the Contract Documents. Saturdays, Sundays and legal holidays shall be excluded in determining days of default.

IN WITNESS WHEREOF, we, the parties hereto, each herewith subscribed the same this 25 day of April, 2023.

CONTRACTOR

Grant County School District

By: _____

By: _____

15/15
3.5.7



IDAHO LIC #1220
OREGON LIC #83114

LICENSED
INSURED

P.O. Box 519
Caldwell, ID 83606
Boise-Meridian 208-888-5711 Nampa-Caldwell 208-454-9162
Payette-Ontario 208-642-1133 Fax 208-454-0121

info@jbsroof.com

Jobs Completed By JB's Roofing In The Last 7 Years:

- Baker City, Oregon Middle School Seismic Reroof, 140sq Roofing**
- PCCC Ontario, Oregon Reroof, 700sq Roofing**
- Gateway Elementary School Nampa, Idaho Reroof, 600sq Roofing**
- Mountain Home, Idaho West Elementary School Reroof, 650sq Roofing**

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INTENT TO AWARD ANNOUNCEMENT

Grant Union Roof Replacement

Date: 03/23/23

The Grant County School District intends to award the contract for Grant Union High School Roof Replacement to **JB's Roofing**, pending GCSD School Board Approval at their April 19th Board Meeting. This award will be for the services described in the RFP, plans, specifications, associated addenda (if applicable), and JB's Roofing bid submittal.

If you have any questions or concerns, please feel free to contact us. We at the Grant County School District truly appreciate all the interest and efforts put forth in preparing your proposal for this very important project.

Thank you,

Louis Dix
Superintendent
Grant County School District
911 S. Canyon Blvd
John Day, OR 97845

CC: Tim Barton
ZCS Engineering & Architecture
524 Main Street Suite 2.
Oregon City, OR 97045

~~3.16.9~~
3.5.8