

EXHIBIT 5

Public Improvement Agreement Form

THREE RIVERS SCHOOL DISTRICT PUBLIC IMPROVEMENT AGREEMENT for Sewage Treatment System Upgrade

TRSD 2020-02

This Agreement for the **Lincoln Savage Middle School Sewage Treatment System Upgrade** (the "Agreement"), made by and between the Three Rivers School District, hereinafter called OWNER, and **Mr. Ed's Advanced Septic LLC** hereinafter called the CONTRACTOR (collectively the "Parties"), is effective on the date this Agreement has been signed by all the Parties and all required approvals have been obtained. Unless otherwise defined in the Invitation to Bid or in this Agreement, the capitalized terms used herein are defined in Section A.1 of the State of Oregon General Conditions for Public Improvement Contracts.

WITNESSETH:

1. Contract Price, Contract Documents and Work.

The CONTRACTOR, in consideration of the sum of **\$248,170** (the "Contract Price"), to be paid to the CONTRACTOR by OWNER in the manner and at the time hereinafter provided, and subject to the terms and conditions provided for in the Invitation to Bid, this Public Improvement Agreement and other Contract Documents, all of which are incorporated herein by reference, hereby agrees to perform all Work described and reasonably inferred from the Contract Documents.

CONTRACTOR shall perform the Work for the Contract Price pursuant to Invitation to Bid No. TRSD 2020-02, any and all Addenda thereto and the following Exhibits and Attachments, which are incorporated herein by this reference, whether or not physically attached to this Agreement:

EXHIBIT 1	PRICING SUBMITTAL FORM
EXHIBIT 2	BID SECURITY BOND
EXHIBIT 3	PERFORMANCE BOND FORM
EXHIBIT 4	PAYMENT BOND FORM
EXHIBIT 6	GENERAL CONDITIONS
EXHIBIT 7	SUPPLEMENTAL GENERAL CONDITIONS
ATTACHMENT A	PLAN SPECIFICATIONS
ATTACHMENT B	SITE MAPS

The Contract Price includes the following items: All qualified personnel, materials, equipment, tools and transportation necessary to perform the Services described in Solicitation documents for ITB # THREE RIVERS SCHOOL DISTRICTS- TRSD 2020-02 at the Base Bid price (see attached EXHIBIT 1). Furnishing of all personnel, materials, equipment, transportation, services and incidentals necessary to successfully complete any individual item or the entire Contract and the carrying out of duties and obligations imposed by the Contract Documents.)

2. Representatives.

Unless otherwise specified in the Contract Documents, the OWNER designates **Lisa Cross** as its Authorized Representative in the administration of this Contract. The above-named individual shall be the

initial point of contact for matters related to performance, payment, authorization, and to carry out the responsibilities of the OWNER. CONTRACTOR has named **Les Harris** its Authorized Representative to act on its behalf.

3. Contract Dates.

PROJECT START DATE: **5** calendar days from issuance of Notice to Proceed.
SUBSTANTIAL COMPLETION: **Ten weeks** from issuance of Notice to Proceed.
FINAL COMPLETION: **Twelve weeks** from issuance of Notice to Proceed.

4. Liquidated Damages.

There are no liquidated damage requirements.

5. Certification - Non-Discrimination. Contractor certifies, in accordance with ORS 279A112, that it has in place a policy and practice of preventing sexual harassment, sexual assault, and discrimination against employees who are members of a "protected class" As a material term and condition of this Agreement, Contractor must maintain, throughout the duration of this Agreement, a policy and practice that complies with ORS 279A.112, including, but not limited to, giving employees written notice of the Contractor's policy and practice.

6. Integration

THE CONTRACT, WHICH INCLUDES THIS AGREEMENT AND THE REMAINING CONTRACT DOCUMENTS, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THE CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO OTHER UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THE CONTRACT. CONTRACTOR, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT AND THE REST OF THE CONTRACT DOCUMENTS, UNDERSTANDS THEM, AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THE REMAINING CONTRACT DOCUMENTS.

In witness whereof, the Three Rivers School District executes this Agreement and the CONTRACTOR does execute the same as of the day and year of this Agreement first above written.

CONTRACTOR DATA:

CONTRACTOR NAME: Mr. Ed's Advanced Septic LLC

CONTRACTOR ADDRESS: P.O. Box 759

CONTRACTOR ADDRESS Grants Pass, OR 97528

CONTRACTOR'S DEQ # 38580 Expiration Date: June 30, 2022

CONTRACTOR'S SIGNATURE: _____ DATE: _____

THREE RIVERS SCHOOL DISTRICT

Signature Authorization to Commit and Disburse Funds

Dave Valenzuela, Superintendent

Date

Approved for legal sufficiency