

PUBLIC IMPROVEMENT AGREEMENT
for
Sheridan School District (SSD) HS & FCS Controls Upgrades
(Contract #)

This Agreement for the **Sheridan School District (SSD) HS & FCS Controls Upgrades** (the "Agreement"), made by and between the **Sheridan School District**, hereinafter called OWNER, and **Johnson Controls, INC.** hereinafter called the CONTRACTOR (collectively the "Parties"), shall become effective the date this Agreement has been signed by all the Parties. 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 (as modified for use by an Oregon local governmental entity).

WITNESSETH:

1. Contract Price, Contract Documents and Work.

The CONTRACTOR, in consideration of the sum of One Hundred Ninety Eight Thousand Seven Hundred Thirteen Dollars (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 Form 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.

The Contract Price includes the following items:

Base Bid: \$198,713.00

2. Representatives.

Unless otherwise specified in the Contract Documents, the OWNER designates **Mr. Steve Sugg, Superintendent of Schools or its Owners Representative** in the administration of this Contract. The above-named individuals shall be the initial point of contact for matters related to performance, payment, authorization, and to carry out the responsibilities of the OWNER. The Superintendent will delegate contract matters to the District Project Manager, and the Architect/Engineer as it necessary to carry out the responsibilities of the OWNER. CONTRACTOR has named **Randy Humphries** its Authorized Representative to act on its behalf.

3. Contract Dates.

PROJECT START DATE: **April 22, 2015**, 6 calendar days from issuance of Notice to Proceed.
CONSTRUCTION START DATE: **June 15, 2015**. SUBSTANTIAL COMPLETION: **August 21, 2015**.
FINAL COMPLETION: **August 28, 2015**.

4. Liquidated Damages.

The parties agree that it would be difficult and impracticable under the presently known and anticipated facts and circumstances to ascertain and fix with precision the actual damages the Owner would incur should the Contractor delay in achieving Substantial Completion by the scheduled date of Substantial Completion, and accordingly the parties hereby agree that if the Contractor fails to achieve Substantial Completion by the scheduled date of Substantial Completion, then the Owner shall be entitled to recover from the Contractor as liquidated damages for such delay, and not as a penalty, a sum for each day Substantial Completion of the Work is so delayed by the Contractor the sum of \$300 per day (the Liquidated Damages);

It being acknowledged and agreed by the parties hereto that the Liquidated Damages relate solely to Contractor's failure to achieve Substantial Completion by the scheduled date of Substantial Completion and to no other duty or obligation of the Contractor. The Owner and the Contractor agree that the Liquidated Damages are not a penalty, but instead are a good faith and reasonable estimate of the damages and loss the Owner would suffer in the event the Contractor fails to achieve Substantial Completion by the scheduled date of Substantial Completion.

The Liquidated Damages shall be provided as a credit in the final Application for Payment. The Liquidated Damages shall be the Owner's exclusive remedy for failure by the Contractor to achieve Substantial Completion by the scheduled date of Substantial Completion (and the resulting inability to use the Project).

5. Enumeration of Documents

The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

- i. This Public Improvement Agreement;
- ii. Johnson Controls, INC. proposal;
- iii. The State of Oregon General Conditions for Public Improvement Projects, (Adapted for use Sheridan School District for use in connection with the Sheridan School District (SSD) HS & FCS Controls Upgrades
- iv. All drawings, plans, specifications, addendum, and related documents concerning the Work that are part of the bid package.

Bid Documents for the Sheridan School District HS & FCS Controls Upgrades:

1. SHERIDAN SCHOOL DISTRICT HS & FCS CONTROLS UPGRADES – PROJECT MANUAL Dated March 5, 2015
2. SHERIDAN SCHOOL DISTRICT HS & FCS CONTROLS UPGRADES – CONTRACT DRAWINGS Dated March 5, 2015
3. Addenda #1.

6. Integration

THE CONTRACT DOCUMENTS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS 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 THIS CONTRACT. CONTRACTOR, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

In witness whereof, the Sheridan School District executes this Agreement and the CONTRACTOR executes the same as of the day and year of this Agreement, which is the later of the dates below written.

CONTRACTOR:

Name of Firm: Johnson Controls, Inc.

Address: 4011 SE International Way, #605 Milwaukie, OR 97222

Contractor's Federal Tax I.D. #: 39-0380010

Construction Contractor's Board Registration No.: 65320



Signature of Authorized Representative of Contractor

Title BRANCH GENERAL MANAGER

Date 4/9/2015

OWNER:

Sheridan School District

Signature of Owner's Authorized Representative

Title _____

Date _____