Portland State UNIVERSITY

PSU PUBLIC IMPROVEMENT AGREEMENT #
PROJECT NAME: RICHARD AND MAURINE NEUBERGER CENTER (RMNC) GENERAL CONTRACTOR SERVICES

Contractor: **Name:**_____ Representative: _____
Address:_____ Email: _____
Phone: _____
CCB #: _____

Owner: **Portland State University**
PO Box 751, FAST-CAPS
Portland, OR 97207

Contracts Representative: Paul Thomas
Email: contracting@pdx.edu
Phone: (503) 725-8459

Owner's authorized representative who shall be responsible for supervising the project and accepting the completed work: _____name, title, phone, email_____

This Agreement for **RMNC General Contractor Services** (the **"Agreement"**), entered into between **Portland State University** (**"Owner"**), and _____ (**"Contractor"**), is effective as of the date this Agreement has been signed by all the Parties (the **"Effective Date"**). Owner and Contractor may be referred to individually as a "Party" and collectively as the "Parties".

1. SCOPE OF WORK
LOCATION: Richard and Maurine Neuberger Center (RMNC), 1600 SW 4th Avenue, Portland, OR 97201

ROOM# AND/OR LOCATION DESCRIPTION: 4th Floor

SCOPE: Contractor shall furnish all materials, services, supervision, labor, supplies, tools, equipment and incidentals required to complete all activities necessary for a completed 4th floor remodel in the RMNC building as more specifically set out in **Exhibit A**, Scope of Work (Proposal), which is attached hereto and incorporated herein to this Agreement (the "**Work**"). The intent is that Contractor will furnish all materials, services, supervision, labor, supplies, tools, equipment and incidentals required to complete all activities necessary for a completed Project, consistent with all applicable laws and according to the terms and conditions of this Agreement and the July 1, 2014 General Conditions for Public Improvement Agreements (the "**PSU General Conditions**") set for in **Attachment A**. Terms not otherwise defined in this Agreement will have the definitions given to such terms in the PSU General Conditions.

All red to be completed with job specific information. Contractor, in consideration of the sum of the Agreement Price (defined below), to be paid to Contractor by Owner in the manner and at the time hereinafter provided, and subject to the PSU General Conditions and other Agreement Documents (as defined in the PSU General Conditions), hereby agrees to perform all Work described and reasonably inferred from the Agreement Documents. The Agreement Price is the amount contemplated by the Base Bid [*adjusted for Alternates* **[Identify accepted Alternates]]**, as indicated in the accepted Bid. The following documents are incorporated by reference in this Agreement and made a part hereof if checked for inclusion [X]:

[x]	Invitation to Bid #	[x]	Instruction to Bidders
[x]	Bid Bond	[x]	Performance Bond and Payment Bond
[x]	PSU General Conditions for Public Improvement	[x]	Supplemental General Conditions
[x]	Prevailing Wage Rates	[x]	Payroll and Certified Statement Form
[x]	Plans and Specifications	[x]	Drawings and Details
[x]	Division 1 Specifications	[x]	Addenda numbered 1-XX

SAMPLE

Portland State UNIVERSITY

2. COMPENSATION

Subject to the terms and conditions of this Agreement, Owner shall compensate Contractor for completion of the Work in accordance with the requirements of the PSU General Conditions, in the **firm, fixed-price** maximum compensation amount of **$** _____ (the "Agreement Price"). No reimbursable expenses shall be paid.

Retainage in the amount of 5% shall be withheld. Contractor shall show current and total retainage amounts on invoices.

Invoices must include the above Agreement number and the required corresponding certified payroll reports. Invoices and certified payroll reports shall be emailed to projinv@pdx.edu.

3. REPRESENTATIVES

Contractor has named **(Insert Name)** its' Authorized Representative to act on its behalf. Owner designates, or shall designate, its Authorized Representative as indicted below (check one):

A. [ ] **(Insert Name)** as its Authorized Representative in the administration of this Agreement, who shall be the initial point of contact for matters related to Agreement performance, payment authorization, and to carry out the responsibilities of the Owner.

B. [ ] Name of Owner's Authorized Representative shall be submitted by Owner in a separate writing.

4. KEY PERSONS

Contractor's personnel indicated below are specifically valuable to the Project ("Key Persons"). Key Persons shall not be replaced during the Project without the written consent of Owner, which shall not be unreasonably withheld. If Contractor intends to substitute personnel, Owner shall receive the request at least 15 days prior to the effective date of substitution. When replacements have been approved by Owner, Contractor shall provide a transition period of at least 10 working days during which the original and replacement personnel shall be working on the Project concurrently. Upon authorization for the replacement of a Key Person, all subsequent substitutions of that Key Person shall require Owner's written consent in accordance with this Section. The Key Persons for this Project are the following:

Project Executive: _____ shall be CONTRACTOR's Project Executive, and will provide oversight and guidance throughout the Project term.

Project Manager: _____ shall be CONTRACTOR's Project Manager and will participate in all meetings throughout the Project term.

Job Superintendent: _____ shall be CONTRACTOR's on-site Job Superintendent throughout the Project term.

Project Engineer: _____ shall be CONTRACTOR's Project Engineer, providing assistance to the Project Manager, and subcontractor and supplier coordination throughout the Project term.

5. AGREEMENT TERM

No billable work can proceed prior to the Effective Date (as defined above). The Substantial Completion of Work shall occur before or on _____ and the Final Completion of Work shall occur before or on _____**.** No work shall take place after _____ unless approved in writing by Owner.

6. SPILL AND LEAK RESPONSIBILITIES

Contractor is solely responsible for any and all spills, breakage, discharges, or leaks (collectively, a **"Release"**) during the performance of this Agreement to the extent any such Release is caused by the actions of Contractor, it's agents, employees, or subcontractors. Contractor agrees to reasonably warn and evacuate those persons who may be affected by the Release. Contractor shall clean up any Release to the satisfaction of the appropriate state authorities, and in a manner that complies with applicable federal, state, and local laws and regulations. The cleanup

SAMPLE

shall be at no cost to PSU. In the event of a Release, Contractor shall immediately notify the Owner's Authorized Representative.

A written follow-up report shall be submitted to the Owner's Authorized Representative not later than seven (7) days after the original, verbal report. The written report shall be in narrative form and, at a minimum, include the following:

a. Detailed and complete description of the Release, including, without limitation, identification of the type of substance or material and amount released.
b. Whether the Release is EPA/state reportable, and, if so, whether it was reported.
c. Exact time and location of Release, including a description of the area involved.
d. Containment procedures initiated.
e. Summary of any communications Contractor has had with other government officials, the press, or other media.
f. Description of clean-up procedures employed or to be employed at the site, including, without limitation, disposal location of the released substance or material.

7. INSURANCE REQUIREMENTS

The Owner has determined that the Contractor shall obtain insurance in the amount described in the Supplemental General Conditions, attached hereto.

8. TAX COMPLIANCE

By signature on this Agreement, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Contractor and that Contractor is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon tax laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250, ORS Chapters 118, 314, 316, 317, 318, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and local taxes administered by the Oregon Department of Revenue under ORS 305.620.

9. BOLI

Prevailing Wage Rates requirements apply to this Project. Contractor and all subcontractors shall comply with the provisions of ORS 279C.800 through 279C.870, relative to Prevailing Wage Rates and the required public works bond, as outlined in Sections C.1, C.2 and G.2.3 of the PSU General Conditions. The Bureau of Labor and Industries (BOLI) wage rates and requirements set forth in the following BOLI booklet (and any listed amendments to that booklet), which are incorporated herein by reference, apply to the Work authorized under this Agreement: Prevailing Wage Rate Book and Apprentice Rates for Public Works Contracts in **Multnomah County**, **Oregon**, **October 5, 2026**, can be found at the following web address: https://www.oregon.gov/boli/employers/pages/prevailing-wage.aspx

Certified Statements for each week during which the Contractor or subcontractor has employed a worker on the project shall be submitted. If no work was performed during a week a no work performed statement shall be submitted in lieu of the Certified Statement. The Contractor and subcontractors' statements shall be submitted once a month, by the fifth business day of the following month.

The required certified payroll reports, for the period invoiced, must be sent with the invoices and include the above Agreement number. All documents must be emailed to projinv@pdx.edu.

10. ENROLLED HOUSE BILL 5005 (HB5005)

The Project is a qualified project as defined in Enrolled House Bill 5005 (HB5005) which was enacted by the Oregon Legislative Assembly during the 2023 Regular Session. Additionally, the Project is subject to the PSU Equity in Public Contracting Policy. The Contractor shall comply, and shall cause subcontractors under a subcontract with an estimated cost of $200,000 or greater ("Qualified Subcontracts") to comply with the provisions of HB 5005, as set forth below:

SAMPLE

- The Owner is committed to increasing contracting opportunities for Disadvantaged, Minority, Women and Emerging Small Businesses (DMWESB) firms and Service-Disabled Veteran Business (SDVB) enterprises. The Owner has established an overall aspirational goal for the utilization of DMWESB firms and SDVB enterprises at 20% of hard construction costs. The Contractor shall use good faith efforts to achieve this aspirational goal. The Contractor shall provide the Owner with a monthly report of DMWESB firm and SDVB enterprise participation.
- The Contractor shall:
    - Employ apprentices to perform fifteen percent (15%) of the work hours that workers in apprenticeable occupations perform under the contract, in a manner consistent with the apprentices' respective apprenticeship training programs. The terms "apprentices", "apprenticeable occupations", and "apprenticeship training program" are defined in ORS 660.010 and HB 5005.
    - Establish and execute a plan for outreach, recruitment and retention of women, minority individuals and veterans to perform Work under the contract, with the aspirational goal of having at least fifteen percent (15%) of total work hours performed by individuals in one or more of those groups. The Contractor shall provide a copy of such plan(s), and any revisions to the plan(s), to the Owner.
    - Provide health insurance and retirement benefits to workers.

- The Contractor shall require subcontractors on Qualified Subcontracts to comply with the requirements of this section.
- Reporting Requirements.
    - The Contractor shall provide the Owner with a quarterly report of the number of work hours performed on the Project by apprentices and the total number of work hours performed on the Project for that period.
    - The Contractor shall provide the Owner with a quarterly report of the number of work hours performed on the Project by women, minority individuals and veterans and the total number of work hours performed on the Project for that period.
    - The Contractor shall provide the Owner with a quarterly report showing proof of health insurance and retirement benefits provided, including the types and costs of those benefits.

11. CERTIFICATION

Contractor certifies that it is licensed by the Construction Contractors Board or the State Landscape Contractors Board and shall be, throughout the period of the Agreement, licensed by the State of Oregon to do the type of Work required under terms of the Agreement. Contractor further certifies that it is skilled, experienced and regularly engaged in the general class and type of Work required in this Agreement and that it is competent, knowledgeable and has special skills on the nature, extent, hazards, and inherent conditions of the Work to be performed. Contractor further certifies that it has the skill, experience, workforce, and resources to satisfactorily perform such Work.

12. COUNTERPARTS

This Agreement may be executed in several counterparts, all of which when taken together shall constitute an agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed shall constitute an original.

13. EQUAL EMPLOYMENT COMPLIANCE REQUIREMENT; COMPLIANCE WITH PSU POLICIES

By signing this Agreement, the Contractor certifies conformance to the applicable federal, state and local laws, acts, executive orders, statutes, administrative rules, regulations, ordinance and related court rulings concerning Affirmative Action toward Equal Employment Opportunities. All information and reports required by the Federal or

SAMPLE

Oregon State or local Governments, having responsibility for the enforcement of the foregoing, shall be supplied to PSU upon request for purposes of investigation to ascertain compliance with the foregoing.

Pursuant to PSU Standard 580-061-0030, by signing this Agreement, the Contractor certifies that it has not discriminated against Minority, Women or Emerging Small Business Enterprises in obtaining any required subcontracts.

The Contractor and its personnel performing Work under this Agreement are required to fully comply with all applicable policies, rules, and regulations of PSU including the policies below. It is the Contractor's responsibility to ensure its personnel fully observe these policies and other applicable policies. Any violation of PSU regulations by the Contractor or Contractor's personnel shall result in appropriate disciplinary actions, up to and including termination of the Contract for cause.

a. Prohibited Discrimination and Harassment
   PSU is committed to providing all students, faculty and staff an equal opportunity in education and employment and an environment free from discrimination, harassment and retaliation.
   https://www.pdx.edu/Prohibited Discrimination & Harassment Policy (Interim)
b. Equal Opportunity
   PSU supports equal opportunity in admissions, education, employment, housing, and use of facilities by prohibiting discrimination in those areas based on age, color, disability, marital status, national origin, race, religion or creed, sex or gender, gender identity or gender expression, sexual orientation, veteran status, or any other basis in law.
   http://www.pdx.edu/portland-state-university-mission
c. Professional Standards of Conduct
   It is the goal of PSU to maintain a safe, respectful, and productive environment for faculty, staff and students. This policy establishes guidelines for professional conduct on our campus.
   http://www.pdx.edu/hr/professional-standards-conduct

14. EQUITY AND DIVERSITY

Contractor shall, when applicable, have made good faith efforts to subcontract or establish joint ventures with or obtain materials to be used in performing the agreement from Minority, Women, and Emerging Small Business enterprises, as those terms are defined in ORS200.005.

15. CONFIDENTIAL INFORMATION

Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to Owner or the State of Oregon. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Agreement shall be deemed confidential information of Owner and of State ("Confidential Information"). Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than in the performance of the Agreement, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor agrees that Contractor will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement, or at Owner's request, Contractor will turn over to Owner all documents, papers and other material in Contractor's possession which contain Confidential Information.

SAMPLE

16. RECYCLED PRODUCTS
Contractor shall use recyclable products to the maximum extent economically feasible in the performance of Work set forth in this Agreement.

17. SAFETY AND HEALTH REQUIREMENTS
Equipment and services supplied shall comply with all federal Occupational Safety and Health Administration (OSHA) requirements and with all Oregon safety and health requirements, including those of the State Workers' Compensation Department.

18. MERGER
The Agreement Documents constitute the entire agreement between the Parties. There are no other understandings, agreements or representations, oral or written, not specified herein regarding this Agreement.

Contractor, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

In witness whereof, **Portland State University** executes this Agreement and the Contractor does execute the same as of the Effective Date.

Contractor Name		**Portland State University**	
_____		_____	
Signature	Date	Bethany Garcia	Date
_____		Assistant Director,	
Printed Name		Contracting and Procurement Services	
_____			
Title			

SAMPLE

ATTACHMENT A
JULY 1, 2014 PSU GENERAL CONDITIONS FOR PUBLIC IMPROVEMENT

ATTACHMENT B
SUPPLEMENTAL GENERAL CONDITIONS

SAMPLE

Portland State
UNIVERSITY

EXHIBIT A
SCOPE OF WORK (PROPOSAL)

SAMPLE