

# EXHIBIT 5

## Sample Public Improvement Agreement Form

COPIES OF THIS PUBLIC IMPROVEMENT AGREEMENT FORM--MODIFIED FROM BEING THIS EXHIBIT 5 SAMPLE TO THE ITB TO A STAND-ALONE RESULTING AGREEMENT BETWEEN THE PARTIES--WILL BE SENT TO THE INTENDED AWARDEE (CONTRACTOR) BY DAS AT THE TIME OF THE STATE'S INTENT TO AWARD NOTICE. THE BLANKS IN THIS SAMPLE WILL BE FILLED IN BY DAS. THE INTENDED AWARDEE WILL THEN COMPLETE AND SIGN THE AGREEMENT. AFTER ALL REQUIREMENTS ARE MET, THE STATE WILL THEN SIGN THE PUBLIC IMPROVEMENT AGREEMENT FORM AND SEND AN ORIGINAL, SIGNED FULLY EXECUTED PUBLIC IMPROVEMENT AGREEMENT FORM TO THE CONTRACTOR ALONG WITH THE NOTICE TO PROCEED.

### STATE OF OREGON PUBLIC IMPROVEMENT AGREEMENT

for

Surplus Building Upgrades

(Insert Contract Number)

This Agreement for the Surplus Building Upgrades (the "Agreement"), made by and between the State of Oregon, acting by and through the Department of Administrative Services Procurement Services on behalf of Department of Administrative Services, Enterprise Asset Management, hereinafter called OWNER, and **(Insert Contractor's Name)** hereinafter called the CONTRACTOR (collectively the "Parties"), is effective on the date this Agreement has been signed by all the Parties and all required State of Oregon governmental 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 **(Insert Price)** (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. DASPS-1510-19, 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:

<b>EXHIBIT 1</b>	PRICING SUBMITTAL FORM
<b>EXHIBIT 2</b>	[RESERVED]
<b>EXHIBIT 3</b>	PERFORMANCE BOND FORM
<b>EXHIBIT 4</b>	PAYMENT BOND FORM
<b>EXHIBIT 5</b>	[RESERVED]
<b>EXHIBIT 6</b>	GENERAL CONDITIONS
<b>EXHIBIT 7</b>	SUPPLEMENTAL GENERAL CONDITIONS
<b>ATTACHMENT A</b>	SPECIFICATIONS
<b>ATTACHMENT B</b>	PLANS

The Contract Price includes the following items:

(Insert Base Bid, any Alternates and any other items from the Pricing Submittal Form)

#### 2. Representatives.

Unless otherwise specified in the Contract Documents, the OWNER designates Mark Wright, 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 **(Insert Name)** its Authorized Representative to act on its behalf.

**3. Contract Dates.**

PROJECT START DATE: One [1] calendar days from issuance of Notice to Proceed.

SUBSTANTIAL COMPLETION: Civil Work -June 21, 2019; and  
Electrical Work - July 31, 2019

FINAL COMPLETION: August 7, 2019

**4. Reserved**

**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 STATE OF OREGON, acting by and through the Department of Administrative Services acting on behalf of Department of Administrative Services, Enterprise Asset Management 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 \_\_\_\_\_  
CONTRACTOR ADDRESS \_\_\_\_\_  
CONTRACTOR ADDRESS \_\_\_\_\_  
CONTRACTOR'S CCB # \_\_\_\_\_ Expiration Date: \_\_\_\_\_

CONTRACTOR'S SIGNATURE: \_\_\_\_\_  
Date

State of Oregon by and through its DEPARTMENT OF ADMINISTRATIVE SERVICES acting on behalf of Department of Administrative Services, Enterprise Asset Management

\_\_\_\_\_  
Date

Department of Administrative Services, Enterprise Asset Management

\_\_\_\_\_  
Date

Approved for legal sufficiency  
[Not applicable if under \$3,000,000 and exemption applies]

\_\_\_\_\_  
Assistant Attorney General Date