

**SMALL CONSTRUCTION CONTRACT**between

SCHOOL DISTRICT NO. 1J, MULTNOMAH COUNTY, OREGON

(“PORTLAND PUBLIC SCHOOLS”)

and

**CONTRACTOR**

**CONTRACT TRACKING NO.**

This Contract Shall be binding on the District only if it is
SIGNED BY THE DEPUTY CLERK OR AUTHORIZEDDESIGNEE

This Small Construction Contract (“Contract”) is made by and between School District No. 1J, Multnomah County, Oregon (“Portland Public Schools” or “District”) and **CONTRACTOR**  (“Contractor”). The parties agree as follows:

**Purpose:** Insert brief description of the project

**CONTRACTOR DATA**

**Contractor Name:** **CONTRACTOR**

**Contact Name:**

**Address:**

**City, State, ZIP:**

**Telephone:**

**Email:**

**Oregon CCB License Number:**

**Contractor must submit a completed “Request for Taxpayer Identification Number and Certification” (Form W-9) with this signed Contract**. Payment information will be reported to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor. Contractor certifies under penalty of perjury that Contractor is a:

[ ] [ ]  Sole Proprietor **[ ]** [ ]  Limited Liability Company **[ ]** Corporation [ ]  Partnership

**[ ]** [ ] [ ]  Other [describe:      ] [ ]  MWESB

**District Point of Contact:**  Name of Dept./School Contract Manager (*Email prefix@pps.net*), Name of Dept./School, Portland Public Schools, P.O. Box 3107, Portland, Oregon 97208-3107

**\*All information in this contract is subject to public records law. Please contact the District Point of Contact listed above if you have questions.**

**TERMS AND CONDITIONS**

1. **Effective Date and Termination Date.** This Contract becomes effective on the Contract Start Date or the date on which the Contract is fully executed by both parties, ***whichever is later***. ***No party shall perform work under this Contract before the effective date***.  An email notification with a copy of the fully executed contract will be sent to the Contractor email listed above upon execution. At that time, work under the contract may begin.

Unless earlier terminated as provided below, this Contract shall continue through      .

 **Offer and Contract Dates**

1. Contract Start Date

“Work” Time Dates

1. Anticipated Notice to Proceed Date
2. Anticipated Substantial Completion Date
3. Anticipated Final Completion Date
4. Contract End Date
5. **Contractor’s Agreement to Provide Services.** Contractor agrees to provide the District the services described in Exhibit A.
6. **Statement of Work.** Except as otherwise provided by the Owner, as set forth below, Contractor shall furnish all labor, materials, services, tools and machinery necessary to perform the work described in Exhibit A.
7. **Payment for Work.** The District agrees to pay Contractor in accordance with Exhibit A.
8. **Contract Documents.** The contract documents consist of the following documents which are listed in descending order of precedence: this contract; exhibits to this contract, including:

Exhibit A (Statement of Work, Compensation, Payment and Renewal Terms)

Exhibit B (Insurance Requirements)

Exhibit C (Certification Statement for Corporation or Independent Contractor)

Exhibit D (Workers’ Compensation Exemption Certificate, applicable only if Contractor is claiming to be exempt from payment)

Exhibit E (BOLI Prevailing Wage Rates current version incorporated by reference and applicable only if the project is over $50,000 OR DCU Wage Rates current version incorporated by reference)

Exhibit F (Request for Quotes No. Q 20XX-XXXX)

Exhibit G (Drawings/specifications, if applicable)

Exhibit H General Conditions for Construction

Exhibit I (Contractor’s Response to Request for Quotes No. Q 20XX-XXXX)

A conflict in the contract documents shall be resolved in the priority listed above with this Contract taking precedence over all other documents. The contract documents represent the entire agreement between the parties, and shall supersede any prior representation, written or oral.

1. **Time is of the Essence.** Time is of the essence in the performance of this Contract.
2. **Subcontracts and Assignment.** Contractor may not subcontract, assign, or transfer any of its interest or duties, under this Contract without the prior written consent of District. District may withhold such consent for any or no reason. If District consents to an assignment or subcontract, then in addition to any other provisions of this Contract, Contractor shall require any permitted subcontractor to be bound by all the terms and conditions of this Contract that would otherwise bind Contactor If District consents to an assignment or subcontract, then in addition to any other provisions of this Contract, Contractor shall require any permitted subcontractor to be bound by all the terms and conditions of this Contract that would otherwise bind Contractor. The parties agree that any such subcontracts shall be construed as matters solely between the Contractor and its subcontractor and shall have no binding effect on District.

 This Contract is not assignable by the Contractor, either whole or in part, unless the Contractor has obtained the prior written consent of the District.

1. **Other Contractors.** District reserves the right to enter into other agreements for work additional or related to the subject matter of this Contract, and Contractor agrees to cooperate fully with these other contractors and with the District. When requested by District, Contractor shall coordinate its performance under this Contract with such additional or related work. Contractor must not interfere with the work performance of any other contractor or District employees.
2. **Independent Contractor Status.** By its signature on this contract, Contractor certifies that the service or services to be performed under this Contract are those of an independent contractor as defined in ORS 670.600, and that Contractor is solely responsible for the work performed under this Contract. Contractor represents and warrants that Contractor, its subcontractors, employees, and agents are not "officers, agents, or employees" of the District within the meaning of the Oregon Tort Claims Act (ORS 30.260 through 30.300).  Contractor shall be responsible for all federal, state, and local taxes and any and all fees applicable to payments for services under this Agreement.
3. **No Third Party Beneficiaries.** District and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract provides any benefit or right, directly or indirectly, to third persons unless they are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.
4. **Successors in Interest.** This Contract shall bind, and inure to the benefit of, the parties, their successors, and approved assigns, if any.
5. **Nonperformance.** As used in this Contract, “failure to perform” means failure, for whatever reason, to deliver goods and/or perform work as specified and scheduled in this Contract. If Contractor fails to perform under this Contract, then District, after giving seven days’ written notice and opportunity to cure to Contractor, has the right to complete the work itself, secure the contracted goods and/or services from other contractors, or a combination thereof, as necessary to complete the work. Both parties agree that Contractor shall bear any reasonable cost difference, as measured against any unpaid balance due Contractor, for these substitute goods or services. For purposes of this section, nonperformance shall be defined as failure to appear and perform work as specified and scheduled.
6. **Escalation.** Any price or cost adjustments shall be submitted to the District by the Contractor prior to the time in which such changes are to become effective and work is performed. The District reserves the right to reject any modifications of the Contract unacceptable to the District.
7. **Early Termination.** This Contract may be terminated as follows unless otherwise specified herein:
8. Mutual: District and Contractor may terminate this Contract at any time by written agreement.
9. District’s Sole Discretion: District in its sole discretion may terminate this Contract for any reason on 30 days’ written notice to Contractor.
10. Breach: Either party may terminate this Contract in the event of a breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the date of the notice, then the non-breaching party may terminate this Contract at any time thereafter by giving a written notice of termination.
11. Contractor Licensing, etc.: Notwithstanding Section 14(c), District may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit, or certificate that Contractor must hold to provide services under this Contract.
12. Furlough: District reserves the right to terminate or otherwise suspend this Contract if District’s School Board determines that funding is insufficient to remain open and calls for a District-wide furlough or similar temporary District closure. Any temporary closure shall not affect amounts due Contractor under this Contract, subject to a pro-rated adjustment for reduction in services or need for goods during the furlough.
13. Payment on Early Termination. Upon termination pursuant to Section 14, “Early Termination,” District shall pay Contractor as follows:
14. If District terminates this Contract for its convenience under Section 14(a) or 14(b), then District must pay Contractor for work performed before the termination date if and only if Contractor performed in accordance with this Contract. District shall not be liable for any direct, indirect, or consequential damages. Termination by District shall not constitute a waiver of any other claim District may have against Contractor.
15. If Contractor terminates this Contract under Section 14(c) due to District’s breach, then District shall pay Contractor for work performed before the termination date if and only if Contractor performed in accordance with this Contract.
16. If District terminates this Contract under Sections 14(c) or 14(d) due to Contractor’s breach, then District must pay Contractor for work performed before the termination date less any setoff to which District is entitled and if and only if Contractor performed such work in accordance with this Contract.
17. **Payment of Invoices.** Unless otherwise provided in Exhibit A, the payment period shall be one calendar month, payments are due and payable thirty (30) days from receipt of Contractor's complete invoice or fifteen (15) days after payment is approved by the District, whichever is earlier. The District may withhold five percent (5%) of each payment as retainage pursuant to ORS 279C. Under Oregon Laws 2024, ch. 2, § 1(5), the Contractor may elect that the retained funds be deposited in an interest-bearing account in a bank or other financial institution for the benefit of the District. Alternatively, under Oregon Laws 2024, ch. 2, § 1(1)(A) and (6), the Contractor may elect to deposit bonds, securities, or other instruments in lieu of retainage. Finally, under Oregon Laws 2024, ch. 2, § 1, the Contractor may submit a surety bond in lieu of the District withholding moneys. Such a surety bond shall be executed by a surety bonding company that is authorized to transact surety business in the State of Oregon and shall be substantially in the form set forth in Oregon Laws 2024, ch. 2, § 4(4). If the Contractor elects the surety bond option, the Contractor shall comply with the requirements to accept surety bonds from subcontractors as set forth in Oregon Laws 2024, ch. 2, § 4(1). The Contractor will bear any additional cost to the District of electing the interest-bearing account, the deposit of bonds/securities, or the surety bond options. Such costs shall not be a reimbursable project cost.
18. **Changes in the Work:** The District reserves the right to adjust the scope of the work by written change order if required by unforeseen circumstances or changes in the budget.
19. **Inspection and Acceptance of Work.** District shall inspect Contractor’s work and advise Contractor of any deficiencies, or if there are none, that the work has been accepted. Contractor shall perform all additional work necessary to correct any deficiencies without undue delay and without additional cost to District.
20. **Right to Withhold Payments.** District shall have the right to withhold from payments due Contractor such sums as necessary, in District’s sole opinion, to protect District against any loss, damage or claim which may result from Contractor's performance or failure to perform under this agreement or the failure of Contractor to make proper payment to any suppliers or subcontractors. If a liquidated damages provision is contained in the Scope of Work and if Contractor has violated that provision, District shall have the right to withhold from payments due Contractor such sums as are required to satisfy District’s claims under that provision.
21. **Remedies.** In the event of breach of this Contract the parties shall have the following remedies:
22. If terminated under 9(c) by the District due to a breach by the Contractor, the District may complete the work either itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall pay to the District the amount of the reasonable excess.
23. In addition to the remedies in Sections 12 and 14 for a breach by the Contractor, the District also shall be entitled to any other equitable and legal remedies that are available.
24. If the District breaches this Contract, Contractor’s remedy shall be limited to termination of the Contract and receipt of Contract payments for which the Contractor has completed the work.
25. **Portland Public Schools Equity In Public Purchasing & Contracting Policy**

In July 2012, the PPS Board of Education passed the Portland Public Schools Equity in Public Contracting Policy, 8.50.095-P. The policy has three objectives:

Business Equity: The District will provide professional, supplier, construction and personal service purchasing and contracting opportunities to small businesses that have been historically under-utilized, including businesses owned by people of color, service-disabled veterans and women.

Contractor Workforce Equity: The District will ensure apprenticeship opportunities in the construction trades and will promote construction employment opportunities for people of color and women.

Career Learning Equity: The District will continue to provide career learning opportunities for students, providing them exposure to various potential career paths, including, but not limited to, architecture, engineering and related services, legal and accounting services, as well as building trades and construction work.

DEFINITIONS:

“Certified Business” means a company certified by the State of Oregon Certification Office of Business Inclusion and Diversity (COBID) as a Minority Business Enterprise (MBE), a Women Business Enterprise (WBE), business owned by Service Disabled Veteran (SDV) and/or an Emerging Small Business (ESB) pursuant to Oregon Revised Statutes Chapter 200; and/or

A company certified in the States of Oregon, Washington and California by the U.S. Department of Transportation (U.S. DOT) as a Disadvantaged Business Enterprise (DBE) pursuant to Code of Federal Regulations (CFR) Title 49, Subtitle A, Parts 23 and 26; and/or

A company certified by the State of Washington Office of Minority and Women’s Business Enterprises (OMWBE) as a Minority Business Enterprise (MBE) and/or Woman Business Enterprise (WBE) pursuant to Washington Administrative Code, Title 326, Chapter 326-20.

* + 1. BUSINESS EQUITY

Aspirational Goals for the Participation of Certified Business Firms:

The Aspirational Goal for the District is as follows: Of the total amount the District pays against the contract resulting from this Contract, 18% or more is paid to a Certified Business. Such payment may be made by the District, its prime contractors or subcontractors.

* + 1. CERTIFIED BUSINESS UTILIZATION REPORTING

The District has implemented an online Certified Business utilization tracking system. This web-based software system facilitates Certified Business utilization reporting for all construction, architecture, engineering, and related services contractors doing business with Portland Public Schools. The system is designed to streamline and automate subcontractor utilization reporting requirements and includes the following key features:

* Automated tracking of Certified Business utilization, using the COBID database
* Online verification of subcontractor payments
* Automated communication with contractors via email regarding reporting status

Prime contractors will be required to use the online system to submit first tier subcontractor data and monthly reports on progress payments to all subcontractors. Subcontractors will be required to use the online system to verify payments received from prime contractors, identify any further tiers of subcontractors, and submit monthly reports on progress payments to their own subcontractors. Prime contractors and subcontractors must access the system at least monthly, when prompted, to manage contract information and provide the required subcontractor and payment information. Prime contractors are responsible for ensuring that all subcontractors comply with the utilization tracking requirements.

The Certified Business utilization tracking system is online at <https://pps.diversitysoftware.com>. Access information will be provided to the designated point of contact for each contractor after contract award.

1. **Compliance with Applicable Law.** Contractor shall comply with all federal, state, and local laws applicable to
public contracts, to the work under this Contract, and all regulations and administrative rules established pursuant
to those laws, including, without limitation, the following:
2. ORS 279A.110: Contractor shall certify in the documents accompanying the bid or offer that the Contractor has not discriminated and will not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women, or emerging small business enterprise certified under ORS 200.055.
3. ORS 279C.505: Contractor shall make payment promptly, as due, to all persons supplying to the Contractor labor or material for the performance of the work provided for in this Contract; pay all contributions or amounts due the Industrial Accident Fund from the Contractor or subcontractor incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished; and pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. Contractor shall further demonstrate that an employee drug testing program is in place.
4. ORS 279C.510: If this Contract includes demolition work, the Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective. If this Contract includes lawn or landscape maintenance, the Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.
5. ORS 279C.515: If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as the claim becomes due, the proper officer or officers representing the District 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 the Contractor by reason of this Contract. The payment of a claim in the manner authorized in this Section shall not relieve the Contractor or the Contractor’s surety from any obligation with respect to any unpaid claims.

 Unless the payment is subject to a good faith dispute as defined in ORS 279C.580, if Contractor or any first-tier subcontractor fails to pay a person furnishing labor or materials under this Contract within 30 days after being paid by District or Contractor, Contractor or first-tier subcontractor shall pay the amount due plus interest charges starting from the end of the 10-day period that payment is due under ORS 279C.580(4) and ending upon final payment. The rate of interest charged to the Contractor or first-tier subcontractor shall be in accordance with ORS 279C.515(2). The amount of interest may not be waived. A person with any such unpaid claim may file a complaint with the Construction Contractor’s Board unless the complaint is subject to a good faith dispute as defined in ORS 279C.580.

1. ORS 279C.520: Contractor shall not employ any person 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 Contracts for personal services as defined in ORS 279A.055, the employee shall be paid at least time and a half pay:
2. 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; and
3. For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
4. For all work performed on Saturday and on any legal holiday specified in any applicable collective bargaining agreement or ORS 279C.540.

Contractor must give notice in writing to employees who work on this contract, either at the time of hire or before start of work on this contract, 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.

The requirement to pay at least time and a half for all overtime worked in excess of 40 hours in any one week shall not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. Section 201 to 209 from receiving overtime.

1. ORS 279C.520(1)(b) and (c) (Pay Equity):
	* + 1. Contractor shall comply with ORS 652.220 (Prohibition of discriminatory wage rates based on sex; employer not to discriminate against employee who is a complainant). Compliance is a material element of the Contract. Failure to comply is a breach that entitles the District to terminate the contract for cause.
			2. Contractor may not prohibit any of the Contractor’s employees from discussing the employee’s rate of wage, salary, benefits or other compensation with another employee or another person, and may not retaliate against an employee who does so.
2. ORS 279C.530: Contractor shall promptly, as due, make payments to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incidental 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 the Contractor collected or deducted from the wages of employees pursuant to any law, Contract or agreement for the purpose of providing or paying for the services.

To the extent any of Contractor’s employees are covered by the Oregon employment laws, the Contractor, its subcontractors, if any, and all employers working under this Contract, are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. See Contractor Exemption Certification – Exhibit D if you believe you may be exempt from this requirement.

1. ORS 279C.545: Workers employed by the Contractor shall be foreclosed from the right to collect for any overtime under this Contract unless a claim for payment is filed with the Contractor within 90 days from the completion of the Contract, providing the Contractor has:
2. Caused a circular clearly printed in blackface pica type and containing a copy of this Section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place which is readily available and freely visible to any or all workers employed on the work, and
3. Maintained such circular continuously posted from the inception to the completion of the Contract on which workers are or have been employed.
4. ORS 279C.580(3): Contractor shall include in each subcontract for property or services with a first tier subcontractor a clause that obligates the Contractor to pay the first tier subcontractor for satisfactory performance under its subcontract within 10 days out of such amounts as are paid to the Contractor by the District. Contractor shall also include in each subcontract a clause that states that if the Contractor fails to pay any claim for materials or labor furnished under this Contract within 30 days after being paid by District, interest shall be due on such claim as specified in ORS 279C.515(2) at the end of the 10-day period that payment is due under ORS 279C.580(3). Contractor shall require each first tier subcontractor to include a payment clause and interest clause conforming to the requirements of ORS 279C.580 in each of its subcontracts, and to require each of its subcontractors to include a similar clause in each contract with a lower tiered subcontractor or supplier.
5. ORS 671.560, 701.055: If Contractor is performing work as a landscape contractor as defined in ORS 671.520(2), Contractor must have a current, valid landscape contractor's license issued under ORS 671.560. If Contractor is performing work as a Contractor as defined in ORS 701.005(2), Contractor must have a current, valid construction contractor's license issued under ORS 701.701.055. Contractor shall maintain in effect all licenses, permits and certifications required for the performance of the work. Contractor shall notify District immediately if any license, permit, or certification required for performance of this Contract shall cease to be in effect for any reason.
6. **DCU Collective Bargaining Agreement Wage Requirements; BOLI Prevailing Wages**

**CHOOSE ONE:**

a. [ ]  If this Contract involves services that fall under the current District and District Council of Unions (“DCU”) labor agreement (“Labor Agreement”), then Contractor shall pay to workers described below and employed under this Contract hourly compensation comparable to workers covered under the Labor Agreement.

1. Workers subject to DCU requirements include brick mason, carpenter, carpet and linoleum layer, cement mason, electrician, glazier, laborer, landscape laborer, machinist, painter, plasterer, plumber, roofer, sheet metal worker, steamfitter, tile setter, vehicle mechanic, mason tender, plumber’s helper, motor winder, electronic technician, and machinist helper.
2. Contractor may comply with this requirement by:

Demonstrating that it is a signatory to the appropriate Craft Master Labor Agreement for the services under this Contract; or

Submitting other reliable proof that the wage and benefit package paid to workers described above and employed under this Contract is equal to or better than the wage and benefit package provided to comparable workers under the Labor Agreement.

Contractor agrees to provide information that District or the DCU may reasonably request to demonstrate Contractor’s compliance with this Section.

 **OR**

b. [ ]  This Contract is subject to payment of prevailing wages under ORS 279C.800 to 279C.870. Contractor must comply with the following statutory provisions:

1. ORS 279C.800 to 279C.870: If the project price exceeds $50,000, the Contractor and any subcontractors shall pay not less than prevailing wages to its workers as required by ORS 279C.840. The applicable prevailing wage rates are those in effect at the time this specification was first advertised for bid and are hereby incorporated as part of the Contract Documents. (Prevailing Wage Rates for this project are       including the       Amendment which can be found at [www.oregon.gov/BOLI](http://www.oregon.gov/BOLI/).) Contractor and any subcontractors shall post the prevailing wage rates in a conspicuous and accessible place in or about the project.  Pursuant to ORS 279C.825(1), a fee is required to be paid to the Commissioner of the State of Oregon Bureau of Labor and Industries ("BOLI").  The fee shall be paid pursuant to the administrative rule of the Commissioner.
2. ORS 279C.836: If this Contract is subject to payment of prevailing wages under ORS 279C.800 to 279C.870, the Contractors shall:

File a public works bond with the Construction Contractors Board pursuant to ORS 279C.836 before starting work on the project, unless exempt under ORS 279C.836(2) (7) or (8).

Include in every subcontract a provision requiring the subcontractor to file a public works bond with the Construction Contractors Board pursuant to ORS 279C.836 before starting work on the project, unless exempt under ORS 279C.836(2) (7) or (8).

* + - 1. ORS 279C.845: If this Contract is subject to payment of prevailing wages under ORS 279C.800 to 279C.870:
1. The Contractor or the Contractor's surety and every subcontractor or subcontractor's surety shall file with the District a certified statement on a form provide by the BOLI certifying the hourly rate of wage paid each worker employed by the Contractor or subcontractor on the work and that no such worker has been paid less than the prevailing rate of wage or wage specified under the Contract.
2. Notwithstanding ORS 279C.555 or 279C570(7), the District shall retain 25% of all amounts earned by the Contractor until the Contractor has filed the certified statements as required by ORS 279C.845. In addition, the Contractor shall retain 25% of any amount earned by a First Tier Subcontractor until such subcontractor has filed the certified statements with the District. The District and/or the Contractor shall pay any such retained amounts within 14 days after such certified statements are filed.
3. **Hazardous Materials.** Contractor shall notify District before using any products containing hazardous materials to which District employees, students, or the general public may be exposed. Products containing hazardous materials are those products defined by Oregon Administrative Rules, Chapter 437. Upon District request, Contractor must immediately provide Material Safety Data Sheets to District for all materials subject to this provision.
4. **Requirements for Hazardous Materials.** The Contractor shall assume lead-containing paint and varnish is present throughout the building unless notified otherwise in the survey documents. As such, Contractor shall perform all work in accordance with OR-OSHA (OAR Chapter 437 Division 3, Subdivision D, 1926.62) and Section 02080 (Lead Handling Procedures) specification in the project manual. When performing lead paint activities and renovation in areas of buildings occupied by children under age six (6), requirements under OAR Chapter 333, Division 69 may also apply, and the Contractor will be required to be licensed under and comply with OAR Chapter 812, Division 7. Contractor certification of its workers must be provided upon request.

Asbestos-containing materials (”ACM”) are present in various locations throughout the building. It is the District’s intention to abate only materials that are an obstruction, part of demolition, or necessary to complete the renovation. All abatement work will be conducted by the District under a separate contract. The Contractor and its subcontractors are required to familiarize themselves with asbestos, ACM, and asbestos hazards within the building and provide hazardous material communication, training, and personal protection equipment as necessary to work in or around areas with ACM. The Contractor shall strictly enforce implementation of OR-OSHA (OAR Chapter 437 Division 3, Subdivision Z, 1926.1101) requirements during the performance of the Work under this contract.

Documents of reference for information on the type, quantity, and location of known ACM are as follows:

1. District's AHERA asbestos inspection report and management plan.
2. Hazardous materials survey/abatement drawings for pertinent construction work.

All Contractors are to stop work immediately and notify the Contractor if they suspect ACM are uncovered during demolition or renovation activities that are not identified in these documents. The Contractor shall then notify the District’s Hazardous Materials/Safety Specialist or contracted hazardous materials consultant and coordinate with that person as necessary to accommodate testing and abatement.

For this project, the Contractor and its subcontractors shall comply with all applicable OSHA and DEQ requirements when working in friable asbestos contaminated areas. This includes, but is not limited to floor and attic crawl spaces if those conditions exist in a building. OSHA requirements also apply when working on or around non-friable ACM. This includes but is not limited to anchorage through ACM flooring, anchorage of wire molding, and fixtures onto ACM plaster or gypsum walls and ceilings, and impacting ACM roofing materials.

1. **Quality of Goods and Services; Maintenance and Warranty.** Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of the highest quality. All workers and subcontractors shall be skilled in their trade. Contractor guarantees all work against defects in material or workmanship. Warranties for products and services provided by the Contractor shall commence upon issuance of the Certificate of Substantial Completion. The Contractor shall fully warrant all Work for a period of One Full Year, and shall make all necessary repairs and replacements to remedy any and all defects, breaks or failures of the Work due to faulty or inadequate materials or workmanship during this period. Contractor shall assign all manufacturers warranties to District and all guarantees and warranties of goods supplied under this Contract shall be deemed to run in to the benefit of District. Contractor shall provide District with all manufacturer’s warranty documentation and operations and maintenance manuals.
2. **Errors.** The Contractor shall perform such additional work as may be necessary to correct errors in the work required under this Contract, and Contractor must do so without undue delays and without additional cost to District.
3. **Access to Records; Contractor Financial Records.** Contractor agrees that District and its authorized representatives are entitled to review all Contractor books, documents, papers, plans, and records, electronic or otherwise (“Records”), directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts.

Contractor shall maintain all Records, fiscal and otherwise, directly relating to this Contract in accordance with generally accepted accounting principles so as to document clearly Contractor's performance. Contractor shall retain and keep accessible all Records for a minimum of three (3) years, or such longer period as may be required by law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Contract, whichever date is later.

1. **Ownership of Work Products.** Contractor agrees that all work products created or developed for District by Contractor pursuant to this Contract are intended as “works made for hire” and shall be the exclusive property of the District. If any such work products contain Contractor’s intellectual property that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants District a perpetual, royalty-free, fully-paid, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, and use or re-use, in whole or in part, and to authorize others to do so, all such work products. *District claims no right to any pre-existing work product of Contractor provided to District by Contractor in the performance of this Contract, except to copy, use, or re-use any such work product for District use only.*

If this Contract is terminated by either party or by default, the District, in addition to any other rights provided by this Contract, may require the Contractor to transfer and deliver such partially completed work products, reports or other documentation that the Contractor has specifically developed or specifically acquired for the performance of this Contract.

1. **When Work Is Performed On District Property (Including Schools).** Contractor shall comply with the following:
2. Identification: When performing work on District property, Contractor shall be in full uniform at all times. Uniforms must include shirt with attached Contractor company identification. All such persons must also carry photo identification and must present it to any District personnel upon request. If Contractor cannot produce such identification or if the identification is unacceptable to District, District may provide at its sole discretion, District-produced identification tags to Contractor, costs to be borne by Contractor. If Contractor does not have a specific uniform for its employees, then Contractor shall provide identification tags as described above and/or any other mechanism the District in its sole discretion determines is required to easily and appropriately identify Contractors.
3. Sign-in Required: As required by schools and other District locations, each day Contractor’s employees are present on District property, those employees must sign into the location’s main office to receive an in-school identification/visitors tag. Contractor’s employees must display this tag on their person at all times while on District property.
4. No Smoking: All District properties are tobacco-free zones; Contractor is prohibited from using any tobacco product on District property.
5. No Drugs: All District properties are drug-free zones as enforced by the Portland Police Bureau.
6. No Weapons or Firearms: Except as provided by statute and District policy, all District properties are weapons- and firearms-free zones; Contractor is prohibited from possessing on its persons or in its vehicles any weapons or firearms while on District property.
7. **Unsupervised Contact with Students; Criminal Background Checks.** This provision is required by statute. “Unsupervised contact” with students means contact that provides the person opportunity and probability for personal communication or touch with students when not under direct supervision by District personnel. ORS 326.603; OAR 581-021-0500.

**CHOOSE ONE:**

* 1. [ ]  Contractor will have no direct, unsupervised contact with students in the performance of this contract.
* Contractor shall ensure that Contractor, any subcontractors, and their officers, employees, and agents will have no direct, unsupervised contact with students.
* Contractor will discuss any questions or concerns about these requirements with District Point of Contact (named on the first page of this Contract) before beginning work.
* Contractor, any subcontractors, and their officers, employees and agents must immediately remove themselves from any situation involving direct, unsupervised contact with students.
* If Contractor is unable to ensure through a security plan that none of its officers, employees, or agents or those of its subcontractors will have direct, unsupervised contact with students in a particular circumstance or circumstances, then Contractor shall notify District Point of Contact and undergo a criminal background check before beginning any work that could result is such contact.
* Contractor must check in at the school office and wear a visitor badge while on District property or in the presence of District students.
* A violation of these provisions is grounds for immediate termination of this Contract by the District.

**OR**

* 1. [ ]  Performance under this Contract may require or cause Contractor to have direct, unsupervised contact with students. As required by ORS 326.603, **Contractor must undergo a finger-print based criminal background check before beginning work under this Contract**.
* Contractor authorizes District to obtain information about Contractor and its history and to conduct a criminal background check, including fingerprinting, of any Contractor officers, employees, or agents who will have unsupervised contact with students. Contractor shall cause its employees and/or subcontractors, if any, to authorize District to conduct these background checks.
* Contractor shall pay all fees assessed by Oregon Department of Education for processing the background check. District may deduct the cost of such fees from a progress or final payment to Contractor under this Contract, unless Contractor elects to pay such fees directly.
* After completion of the criminal background check, Contractor will be provided with a District badge.
* Contractor must the wear the badge provided by the District while on District property or in the presence of District students.
1. **Confidentiality; FERPA Re-disclosure.** **Family Education Rights and Privacy Act (“FERPA”) prohibits the re-disclosure of confidential student information.** Contractor agrees to protect the confidentiality of student education records, including personally identifiable information found in education records, in compliance with the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. Sec. 1232g) and its implementing regulations (34 C.F.R. Part 99), collectively “FERPA.”  Contractor acknowledges that information disclosed to Contractor by District may include records that are subject to FERPA, and that to the extent this is the case, Contractor will be considered a “school official” as that term is used in FERPA. As such, Contractor agrees that it will hold all information disclosed to it in strict confidence and will not use such information except as required to perform its obligations under this Contract. Contractor further agrees that will it not disclose or re-disclose any such information except (a) with the express written authorization of District, or (b) as required by law but only to the extent permitted by law and only in the manner prescribed by law.  If Contractor receives a court order or subpoena seeking education records or information contained in education records, it shall immediately notify District in writing. If Contractor re-discloses personally identifiable information from education records on behalf of District in response to an order or subpoena under 34 C.F.R. § 99.31(a)(9), Contractor must provide the notification required under 34 C.F.R. § 99.31(a)(9)(ii). District will assist Contractor with complying with this notification requirement.
2. **Reporting of Child Abuse Act.** Contractor agrees to comply with the Reporting of Child Abuse law (ORS 419B.005 through 419B.050) as if Contractor were a mandatory abuse reporter. In so agreeing, Contractor shall immediately report to the proper state or law enforcement agency circumstances supporting reasonable cause to believe that any child has been abused. Contractor shall report to the school principal or designated school authority the circumstances supporting reasonable cause to believe that any child has been abused.
3. **Employees of Contractor**. At the direction of the District, Contractor will immediately remove any employee of Contractor from all District premises where District determines, in its sole discretion; removal of such employee would be in the best interests of District.
4. **Security.** Any disclosure or removal of any District matter and/or property, not in conjunction with the specifications, on the part of the Contractor or Contractor’s employees shall be cause for immediate termination of this Contract. Contractor shall bear sole responsibility for any liability including, but not limited to attorneys’ fees, resulting from any action or suit brought against District as a result of Contractor’s willful or negligent release of information, documents, or property contained in or on District property. District hereby deems all information, documents, and property contained in or on District property privileged and confidential.
5. **Indemnification.**  Contractor shall defend and indemnify District, its officers, directors, employees, and agents from and against all liabilities, losses, expenses, claims, actions, or judgments (including attorney fees) recovered or made against District for any damage, injury, or death to persons or damage to property caused by the negligent or intentional acts or omissions of Contractor, its officers, employees, agents, or subcontractors related to Contractor’s performance under this Contract.  Contractor’s indemnification of District extends to conditions created by this Contract or based upon violation of any statute, ordinance, or regulation.  This provision is in addition to any common law or statutory liability and indemnification rights available to District.  Contractor’s indemnification of District shall not apply to damage, injury, or death caused by the negligent actions of District, its officers, directors, employees, or agents.  District must promptly notify Contractor in writing of any such claim or demand to indemnify and shall cooperate with Contractor in a reasonable manner to defend such claim.
6. **Insurance.** Contractor shall provide insurance in accordance with Exhibit B.
7. **Waiver.** Waiver of any default or breach under this Contract by District does not constitute a waiver of any subsequent default or a modification of any other provisions of this Contract.
8. **Controlling Law and Venue.**  The provisions of this Contract shall be construed in accordance with the laws of the State of Oregon and, rules of the District, as they appear at the time of signing or any subsequent addenda. Any dispute under this Agreement or related to this Agreement shall be governed by Oregon law, and any litigation arising out of this Agreement shall be conducted in courts located in Multnomah County, Oregon. If the claim must be brought in a federal forum, then it shall be conducted in the United States District Court for the State of Oregon.
9. **Severability.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held invalid.
10. **Entire Agreement.** When signed by both parties, this Contract and the attached exhibits are the entire agreement between the parties. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.
11. **Non-discrimination Clause.** Both parties agree that no person shall be subject to unlawful discrimination based on race; national or ethnic origin; color; sex; religion; age; sexual orientation; gender expression or identity; pregnancy; marital status; familial status; economic status or source of income; mental or physical disability or perceived disability; or military service in programs, activities, services, benefits, or employment in connection with this contract. The parties further agree not to discriminate in their employment or personnel policies.
12. **Rule of Construction.**  The rule of construction that a contract is construed against the drafter shall not apply to any dispute over the interpretation of application of the Contract.
13. **Media Contacts**. Contractor shall issue no news release, press release, or other statement to members of the news media or any other publication regarding this Agreement or the Project within one (1) year of Project completion without District’s prior written authorization.  Contractor shall not post or publish any textual or visual representations of the Project without approval of District.
14. **Notices.** All notices or demands of any kind required or desired to be given by District or Contractor must be in writing and shall be deemed delivered upon depositing the notice or demand in the United States mail, certified or registered, postage prepaid, addressed to the respective party at the addresses herein.
15. **Removal of Debris.** Contractor shall remove all trash and debris from the site for disposal. Contractor shall clean the work area and remove all trash, debris and tools at least daily prior to leaving the job site and as needed to maintain a safe work area.
16. **Substantial Completion and Closeout Procedure.** When the Work is substantially complete, regardless of whether Owner takes possession of or occupies all or a portion of the Work, the Contractor and Owner shall prepare a list of items, known as a “punch list,” that remain to be completed or corrected. The Contractor remains responsible to complete the Work in accordance with the Contract Documents regardless of whether an item is omitted from the punch list.
17. The Contractor is required to proceed promptly to complete the items on the punch list and any other items that may be discovered to be incomplete or incorrect regardless of whether they are on the punch list or not. If the Contractor fails to complete the punch list within 30 days or such other time as the Owner’s Representative may allow, the Owner may terminate any further services of the Contractor under the Contract and complete the punch list items remaining to be completed or corrected with the Owner’s own forces or by hiring another Contractor to perform the punch list Work. Costs of performing the punch list Work by Owner shall be deducted from any payments otherwise due the Contractor.
18. Contractor shall notify Owner when the punch list Work is complete and Final Payment shall be made in accordance with Subsection 109.21. After receipt of that Notice, Owner will inspect the Work to determine if the punch list is complete as provided in Subsection 109.21B.
19. If the Work is not complete despite the Contractor’s Notice that the punch list items are complete, and Owner has hired an Architect or Engineer to assist it on the Project, Contractor shall pay costs for the Architect or Engineer’s services if more than two inspections of the Work is required because the punch list remains incomplete.
20. Upon Substantial Completion, the Owner shall be responsible for utilities, insurance, security, maintenance, and damage to Work caused by Owner’s agents and employees unless otherwise provided in the Certificate of Substantial Completion. Contractor remains responsible for damage to Work caused by its Subcontractors, agents, and employees during the performance of punch list Work.

I HAVE READ THIS CONTRACT, INCLUDING ALL ATTACHED EXHIBITS. I CERTIFY THAT I HAVE THE AUTHORITY TO SIGN AND ENTER INTO THIS CONTRACT. I UNDERSTAND THE CONTRACT AND AGREE TO BE BOUND BY ITS TERMS.

**CONTRACTOR:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contractor's Signature Contractor's Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contractor's Printed Name Date

NOTE: Contractor must also sign Exhibit C and (if applicable) Exhibit D.

**School District No. 1J, Multnomah County, Oregon
Portland Public Schools,**

**SIGNATURE**

(This contract shall not be binding on the District until signed by the appropriate signing authority)

 Emily Courtnage

 Director, Purchasing & Contracting

 Date

**EXHIBIT A**

SMALL CONSTRUCTION PROJECT CONTRACT
 SCHOOL DISTRICT NO. 1J,

MULTNOMAH COUNTY, OREGON

(“PORTLAND PUBLIC SCHOOLS”)

**CONTRACT TRACKING NO.**

**STATEMENT OF WORK, COMPENSATION, PAYMENT and RENEWAL TERMS**

1. **Contractor shall perform the following work:** Insert a complete and detailed scope of work, be specific record the Contractor's and District's obligations. Make sure specific desired outcomes are clear and measurable.
2. **Notice and Designated Representative:**

All notices or demands of any kind required or desired to be given by District or Contractor must be in writing and shall be deemed delivered upon depositing the notice or demand in the United States mail, certified or registered, postage prepaid, addressed to the designated representative at the addresses below:

Contractor: Representative Name

 Business Name

 Business Address

 Business Phone

 Business Email

District: District Project Manager

 Portland Public Schools

Facilities and Asset Management

PO Box 3107

Portland, OR 97208-3107

1. **The maximum total payment under this Contract, including expenses, is** $     Insert the maximum payment that may be paid under this agreement, this amount should include any not to exceed expense that would be listed under Item # 5 below.
2. **The District shall pay Contractor on the following basis:** Be specific and allow for at least 30 days for payment on correctly submitted invoices. Indicate payment will be made upon District acceptance of work. AT A MINIMUM complete the Payment Address Section below.

Payments shall be made to the address below:

Enter the name of Contractor's staff to receive payments. (In the course of normal business operations, the payments would be sent to Accounts Receivable. This would be a staff member in that department.)

1. **Contractor will invoice the District for the work as follows:** Describe the invoice method, and what information the invoice is required to include in order for the District to determine services or products were delivered in accordance with the contract.

Pay Applications are to be submitted monthly using a:

* + - Contractor supplied invoice
		- Schedule of Values broken by item and indicating the percent complete per item
		- **Certified Payroll Reports – BOLI Form WH-38**

Invoices shall be submitted to the address below:

Enter Name Of District Staff Member Responsible For Payment Authorization.

Jen Wishart

Portland Public Schools

Facilities and Asset Management

PO Box 3107

Portland, OR 97208-3107

1. **District will pay expenses on the following terms and conditions:** Record what items would be considered as expenses as a not to exceed amount that will be accepted. this should also be indicated under the maximum amount so it is clear what portion of the maximum payment is allocated to expenses.
2. **This contract may be renewed on the following basis:** Indicate how and when the contract will be renewed. If it is not renewable insert NOT RENEWABLE

**EXHIBIT B**

SMALL CONSTRUCTION PROJECT CONTRACT

SCHOOL DISTRICT NO. 1J,

MULTNOMAH COUNTY, OREGON

(“PORTLAND PUBLIC SCHOOLS”)

**CONTRACT TRACKING NO.**

**INSURANCE REQUIREMENTS**

**Contractor shall at all times maintain in force at Contractor’s expense, each insurance noted below:**

Workers Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide workers’ compensation coverage in accordance with ORS Chapter 656 for all subject workers. Contractor and all subcontractors of Contractor with one or more employees must have this insurance unless exempt under ORS 656.027 (See Exhibit D).

THIS COVERAGE IS REQUIRED. Attach Certificate of Insurance. If Contractor does not have coverage and claims to be exempt, attach Exhibit D in lieu of Certificate.

**Professional Liability / Errors & Omissions (E&O)** insurance with a combined single limit of not less than:

[ ]  $500,000, **[ ]** $1,000,000, **[ ]** $2,000,000 each claim, incident, or occurrence, with an annual aggregate limit of

**[ ]**  $500,000, **[ ]**  $1,000,000, **[ ]**  $2,000,000. This is to cover damages caused by error, omission, or negligent acts related to professional services provided under this Contract. The policy must provide extended reporting period coverage for claims made within two years after this Contract is completed.

**[ ]** Required by District **[x]**  Not required by District

**Commercial General Liability** insurance, on an occurrence basis, with a combined single limit of not less than:

**[ ]**  $500,000, **[x]**  $1,000,000, **[ ]**  $2,000,000 each occurrence for Bodily/Personal Injury and Property Damage, with an annual aggregate limit of **[ ]**  $500,000, **[ ]**  $1,000,000, **[x]**  $2,000,000. This insurance must include contractual liability coverage.

**[x]**  Required by District  **[ ]**  Not required by District

**Commercial Automobile Liability** insurance with a combined single limit, or the equivalent of not less than:

**[ ]**  $500,000, **[x]**  $1,000,000, **[ ]**  $2,000,000 each occurrence for Bodily Injury / Personal Injury, and Property Damage, including coverage for owned, hired or non-owned vehicles.

**[x]**  Required by District **[ ]** Not required by District

**Excess Umbrella Liability insurance**, on an occurrence basis, issued as broad form excess to all other Professional Liability, Errors and Omissions, Commercial General Liability, and Commercial Auto Liability coverage’s not less than:

**[ ]**  $2,000,000, **[ ]**  $5,000,000, each occurrence with an annual aggregate limit of **[ ]**  $5,000,000, **[ ]**  $10,000,000,

**[ ]**  Required by District **[x]**  Not required by District

**Builders All-Risk or Installation Floater:** insurance policy to cover the course of construction and all materials or equipment furnished or incorporated into the Work. The policy shall be equal to 100% of the contracted value of the work, and cover all property of an insurable nature, which is either in place or intended to be used as part of the permanent structure. This insurance shall include the interest of District in the Work and shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss or damage, including without limitation and without duplication of coverage, for theft, vandalism, and malicious mischief. Losses up to the deductible amount shall be the responsibility of the Contractor.

This insurance shall be primary and not contributory to any District provided insurance. No Work shall be performed, nor shall Contractor's equipment or materials be stored on District's premises until a certificate evidencing such insurance has been delivered to and approved by District.

**[ ]**  Required by District **[x]**  Not required by District

**Additional Requirements.** Coverage must be provided by an insurance company admitted to do business in Oregon or rated A- or better by Best’s Insurance Rating. Contractor shall pay all deductibles and retentions. A cross-liability clause or separation of insured’s condition must be included in all commercial general liability policies required by this Contract. Contractor’s coverage shall be primary in the event of loss.

**Certificate(s) of Insurance Required.** Contractor shall furnish current Certificate(s) of Insurance to the District upon request of the District. The Certificate(s) shall provide that there shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage without 30 days written notice from the Contractor’s insurer to the District. The Certificate(s) shall also state the deductible or retention level. For commercial general liability the Certificate shall also provide that the District, its agents, officers, and employees are Additional Insured’s with respect to Contractor’s services to be provided under this Contract.

**EXHIBIT C**

SMALL CONSTRUCTION PROJECT CONTRACT

SCHOOL DISTRICT NO. 1J,

MULTNOMAH COUNTY, OREGON

(“PORTLAND PUBLIC SCHOOLS”)

**CONTRACT TRACKING NO.**

# CERTIFICATION STATEMENT FOR CORPORATION

**OR INDEPENDENT CONTRACTOR**

### NOTE: Contractor Must Complete *EITHER A* OR *B* below (do NOT sign both):

## CONTRACTOR IS A CORPORATION, LIMITED LIABILITY COMPANY OR A PARTNERSHIP.

 **I certify under penalty of perjury that Contractor is a [check one]:**

 **[ ]** Corporation **[ ]**  Limited Liability Company **[ ]** Partnership authorized to do business in the State of Oregon.

 Signature Title Date

OR

1. CONTRACTOR IS A SOLE PROPRIETOR WORKING AS AN INDEPENDENT CONTRACTOR.

**Contractor certifies under penalty of perjury that the following statements are true:**

1. If Contractor is providing labor or services under this Contract for which registration is required under ORS Chapter 701, Contractor has registered as required by law, **and**

2. If Contractor performed labor or services as an independent Contractor last year, Contractor filed federal and state income tax returns last year in the name of the business (or filed a Schedule C in the name of the business as part of a personal income tax return), **and**

3. Contractor represents to the public that the labor or services Contractor provides are provided by an independently established business, **and**

4. All of the statements checked below are true.

 **NOTE: Check all that apply. You must check at least four (4) to establish that you are an Independent Contractor.**

 **[ ]** A. The labor or services I perform is primarily carried out at a location that is separate from my residence or is primarily carried out in a specific portion of my residence that is set-aside as the location of the business.

 **[ ]** B. I purchase commercial advertising or I have business cards for my business, or I am a member of a trade association.

 **[ ]** C. My business telephone listing is separate from my personal residence telephone listing.

 **[ ]** D. I perform labor or services only under written contracts.

 **[ ]** E. Each year I perform labor or services for at least two different persons or entities.

 **[ ]** F. I assume financial responsibility for defective workmanship or for service not provided by purchasing performance bonds, errors and omission insurance or liability insurance, or providing warranties relating to the labor or services I provide.

 Signature Date

####  EXHIBIT D

#### [ ]  NOT APPLICABLE

SMALL CONSTRUCTION PROJECT CONTRACT

SCHOOL DISTRICT NO. 1J,

MULTNOMAH COUNTY, OREGON

(“PORTLAND PUBLIC SCHOOLS”)

**CONTRACT TRACKING NO.**

###### WORKERS’ COMPENSATION EXEMPTION CERTIFICATE

Contractor is exempt from the requirement to obtain workers’ compensation insurance under ORS Chapter 656 for the following reason *(check the appropriate box):*

 **[ ]  SOLE PROPRIETOR**

* Contractor is a sole proprietor, and
* Contractor has no employees, and
* Contractor will not hire employees to perform this contract.

 [ ]  **CORPORATION - FOR PROFIT**

* Contractor’s business is incorporated, and
* All employees of the corporation are officers and directors and have a substantial ownership interest\* in the corporation, and
* All work will be performed by the officers and directors; Contractor will not hire other employees to perform this contract.

**[ ]  CORPORATION - NONPROFIT**

* Contractor’s business is incorporated as a nonprofit corporation, and
* Contractor has no employees; all work is performed by volunteers, and
* Contractor will not hire employees to perform this contract.

 **[ ]  PARTNERSHIP**

* Contractor is a partnership, and
* Contractor has no employees, and
* All work will be performed by the partners; Contractor will not hire employees to perform this contract, and
* Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.\*\*

**[ ]  LIMITED LIABILITY COMPANY**

* Contractor is a limited liability company, and
* Contractor has no employees, and
* All work will be performed by the members; Contractor will not hire employees to perform this contract, and
* If Contractor has more than one member, Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.\*\*

**\*NOTE:** Under OAR436-50-050 a shareholder has a “substantial ownership” interest if the shareholder owns 10% of the corporation, or if less than 10% is owned, the shareholder has ownership that is at least equal to or greater than the average percentage of ownership of all shareholders.

**\*\*NOTE:** Under certain circumstances partnerships and limited liability companies can claim an exemption even when performing construction work. The requirements for this exemption are complicated.

**ONLY SIGN AND COMPLETE THIS FORM IF CLAIMING TO BE EXEMPT FROM WORKERS COMPENSATION COVERAGE REQUIREMENTS.**

 Contractor Printed Name Contractor Signature

 Contractor Title Date