

**EXECUTED**

**CONTRACT NO. 1007**

This number must appear  
on all invoices

**PORT OF PORTLAND CONTRACT FOR  
Disaster Recovery Services, Restoration Services and any Related Services**

**Parties:** Port of Portland ("Port")  
P.O. Box 3529  
Portland, Oregon 97208

Belfor USA Group, Inc. ("Provider")  
185 Oakland Ave  
Birmingham, AL 48009

**RECITALS**

- A. The Port issued Request for Proposals No. 2015-6902 (the "RFP"), inviting proposals from experienced Providers for Disaster Recovery Services, Restoration Services and any Related Services (the "Services").
- B. Provider submitted a written proposal in response to the RFP.
- C. The Port evaluated all proposals submitted in response to the RFP and selected Provider as a provider for the Services.

**AGREEMENT**

**1. TERM**

The term of this Personal Services Contract (the "Contract") shall commence on the date that this Contract is fully executed by both parties, whichever is the latter, and shall expire on June 30, 2019, unless sooner terminated under the provisions of this Contract. The Port shall have 2 options, exercisable sequentially and unilaterally by the Port, in its sole discretion, to extend the term of this Contract for one year at a time. The Port may exercise an option to extend the term by giving Provider written notice no later than fourteen calendar days prior to the then-current expiration date. Expiration of the Contract term does not excuse Provider's duty to provide all Services relating to work initiated prior to the expiration date, and the completion of those Services shall be subject to the terms of this Contract.

**2. SERVICES**

**2.1 Generally**

The nature, scope, and performance specifications of the Services and the required time specifications for Provider's performance under this Contract are set forth on the attached Schedule 2.1.

**2.2 Task Orders**

**2.2.1 Form; Content**

Task Orders must be in writing and, except as expressly provided in Section 2.2.3 below, must be agreed upon and executed by the parties before the applicable Services commence. Each Task Order must include, without limitation: (a) a detailed statement of the scope of work; (b) a

performance schedule stating applicable dates and time periods; (c) a detailed, line-item budget clearly stating labor and equipment costs (by classifications) and other charges consistent with this Contract's compensation terms; and (d) a list of Provider's staff that will be working on the Task Order work scope. Task Orders must be completed in substantially the form set forth on the attached Schedule 2.2.1.

#### 2.2.2 Execution Process

Task Orders must be signed by all Provider representatives as required on the Task Order form before being sent to the Port's Project Manager for completion, approval, and Port signatures.

#### 2.2.3 Urgent and Unexpected Needs

If the Port determines that the Services are needed urgently or if the need for the Services arises unexpectedly, the Port may order Provider to commence Services under an oral task request. Oral task requests may only be issued by the Port's: Project Manager; Environmental Project Manager (if applicable); Chief Operating Officer; Deputy Executive Director; or Executive Director. For an oral task request to become a binding obligation under this Contract, it must be promptly followed by a written Task Order which is executed by all representatives of both parties as required on the Task Order form.

#### 2.2.4 Deviations

Provider shall not deviate from a Task Order's scope, budget, or schedule without a written Task Order amendment signed by both parties.

### **2.3 Environmental Provisions**

The Environmental Provisions set forth on the attached Schedule 2.3 are a part of this Contract.

### **2.4 Public Improvement Contracting Requirements**

A Task Order shall indicate whether the associated task is subject to state public improvement contracting requirements under ORS Chapter 279C. If a task is subject to such requirements, additional contract provisions will apply, as required by the Port in its sole discretion. Those additional contract provisions may include, but not be limited to, a requirement to provide performance and payment bonds. All additional contract provisions resulting from public improvement contracting requirements will be set forth in an addendum attached to the Task Order, and will become a part of this Contract as it relates to the Services performed under that Task Order.

### **2.5 Public Works Contracting Requirements**

A Task Order shall indicate whether the associated task is subject to public works contracting requirements under ORS 279C.800 – 279C.870. If a task is subject to such requirements, additional contract provisions will apply, as required by the Port in its sole discretion. Those additional contract provisions may include, but not be limited to, requirements to pay prevailing wages, provide certified payroll reports, and provide a public works bond. All additional contract provisions resulting from public works contracting requirements will be set forth in an addendum attached to the Task Order, and will become a part of this Contract as it relates to the Services performed under that Task Order.

### **2.6 Representations and Warranties**

In addition to the other representations and warranties set forth in this Contract, Provider represents and warrants to the Port that: (a) the Services shall be performed in accordance with

the same professional skill, care, diligence, standards, and generally accepted professional practices as other professionals performing the same or similar services in the same or similar localities under similar conditions; (b) Provider has reviewed and is familiar with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the performance of the Services; (c) Provider will comply with all such laws, regulations, executive orders, and ordinances; and (d) Provider's employees are trained in the proper safety procedures for the performance of the Services.

## **2.7 Time of Essence**

Provider shall at all times perform the Services diligently and without delay and shall punctually fulfill all Contract requirements. Time is of the essence with respect to all dates and time periods in this Contract and in any Task Order.

## **2.8 Written Reports**

Provider's written reports shall be free from defects in factual statements, logic, grammar, syntax, punctuation, and spelling. Such defects undermine the purposes of reports by bringing into question the competence of the authors and reflect adversely on the Port when Provider's reports are made public. Provider shall correct such errors at no cost to the Port and shall reimburse or credit the Port for Port staff time actually spent in detecting such errors and bringing them to Provider's attention for correction, including but not limited to time spent by Port staff in meetings with Provider to discuss such defects. Reimbursement or credit shall be based upon the fully-burdened hourly rates for the Port staff in question. In-text citations must be provided for the sources of facts upon which opinions or analyses presented in written reports are based.

## **2.9 Deviation from Means and Methods**

As between the Port and Provider, Provider shall be solely responsible for the means and methods employed by Provider and its subcontractors, if any, in performing the Services. Notwithstanding the fact that Provider is solely responsible for such means and methods, Provider shall obtain the Port's prior consent before substantially deviating from any means, methods, or procedures which may be set forth in this Contract or otherwise communicated to the Port by Provider as Provider's intended course of action in performing the Services.

## **2.10 Services Performed by Subcontractors**

Provider shall be responsible for the quality of the work performed by any subcontractors employed by Provider to perform any part of the Services, and shall ensure that Provider's subcontractors comply with the terms and conditions of this Contract. For purposes of this Contract, the term "subcontractor" includes but is not limited to a firm with which Provider contracts for services necessary or convenient for Provider's performance of the Services.

## **2.11 Duty to Inform**

Provider shall give the Port prompt written notice if, at any time during the term of this Contract or the performance of the Services, Provider becomes aware of any actual or potential problems, faults, or defects in the Services, any nonconformance with this Contract, or any violation of any federal, state, or local law, rule, or regulation, or Provider has any objection to any decision or order made by the Port. Any delay or failure on the part of the Port to provide a written response to Provider shall constitute neither agreement with nor acquiescence of Provider's statement or claim and shall not constitute a waiver of any of the Port's rights.

### **3. COMPENSATION**

#### **3.1 Rates**

The Port shall pay Provider for satisfactorily-completed Services at the rates set forth on the attached Schedule 3.1. If the rates to be charged under a Task Order are not set forth on Schedule 3.1 or a written modification thereto, a Task Order may establish the applicable rates. For Services paid at hourly rates, invoices must itemize hours billed in no greater than 30-minute increments, rounding to the nearest 30-minute or smaller increment.

#### **3.2 Compensation over Delegated Authority**

Disaster recovery services by nature cannot be restricted to a pre-determined cost limitation. The extent and severity of any individual disasters mitigated under this Contract will determine total Contract costs over time. In the event costs for Services exceed the monetary limits authorized by the Port Commission under Commission Policy 6.1.1, the Port will obtain Commission approval as soon as reasonably possible.

#### **3.3 Prohibited Charges**

The following charges are not compensable and the Port may reject, without liability, invoices containing such charges as not due or payable: (a) Services that have not been authorized under a valid, active Task Order; and (b) rates that are not reflected in the Contract (as amended) or in a written, fully-executed Task Order. The Port must agree in writing to all rate changes before an invoice is submitted containing the adjusted rate.

#### **3.4 Expenses**

The Port will reimburse Provider for all reasonable direct expenses actually incurred and necessary for the performance of Services, in accordance with the expense reimbursement policies set forth on the attached Schedule 3.4 or as may otherwise be reasonably imposed by the Port by notice at any time. Any Provider expense which deviates from the expense reimbursement policies set forth in this Contract will not be reimbursed without prior written approval by the Port Project Manager.

#### **3.5 Annual Rate Adjustments**

Provider may request a rate adjustment no more frequently than annually for the ensuing one-year period beginning on the effective date of the Contract or on an anniversary of the effective date ("Contract Year") to reflect actual increases in Provider's cost to perform the Services, by submitting a written request with backup documentation establishing the actual increases in cost. In no event shall the rate adjustment be more than the percentage change during the preceding Contract Year in the Consumer Price Index for All Urban Consumers (CPI-U), US City Average, not seasonally adjusted, all items, published by the U.S. Department of Labor. Any request for a rate adjustment shall be submitted to the Port no less than thirty (30) calendar days prior to the end of the Contract Year, and adjustments shall be effective as of the beginning of the ensuing Contract Year.

#### **3.6 Subcontractor Hourly Rates**

##### **3.6.1 Rate Discounts**

Provider shall seek discounts from its subcontractors and shall pass through to the Port all discounts allowed to Provider by its subcontractors. The discounts shall be displayed on Provider's invoices and in Provider's reporting under Section 4.3.

### 3.6.2 Subcontractor Rate Management

If the Port is obligated by this Contract to reimburse Provider for work performed by a subcontractor based upon hourly rates charged by the subcontractor, those hourly rates are subject to all of the provisions of this Section 3.6. If an hourly rate for work performed by a particular individual employed by Provider or by a subcontractor is not specified by this Contract, the hourly rate for that individual shall be no higher than the lowest rate at which any client is charged for similar services by that individual and shall be subject to all other provisions of this Section 3.6. Provider shall ensure that its contracts with subcontractors relating to the Services include provisions implementing the requirements of this Section 3.6, including but not limited to a provision consistent with Section 3.10 establishing the Port's right to audit subcontractor records to resolve any questions regarding subcontractor rates. Provider shall ensure that its subcontractors with separate contracts directly with the Port for work outside the scope of this Contract charge Provider for work under this Contract at rates no higher than the subcontractors charge the Port under those separate contracts.

### 3.6.3 Allowable Subcontract Administrative Costs

Provider may charge the Port at the hourly rates established by this Contract for time spent supervising subcontractors and administering approved subcontracts, for additional insurance premiums necessitated by approved subcontracts, and for other actual direct costs necessitated by approved subcontracts.

### **3.7 No Additional Charges, Add-on Fees, or Markups**

Provider shall be entitled to no additional charges, add-on fees (including communication fees, telephone fees based upon a percentage of labor hours, or safety program fees), or markups on any charges under this Contract, including but not limited to markups on subcontract charges for goods, services, direct labor costs, or expenses.

### **3.8 Double-Charging Not Allowed**

Provider may not double-charge by the hour for work that also is included in Provider's calculation of its overhead rate.

### **3.9 Payment of Claims by the Port**

If Provider fails, neglects, or refuses to promptly pay any claim for labor or services furnished to Provider or a subcontractor by any person in connection with this Contract as the claim becomes due; the Port may pay the amount due on the claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to Provider under this Contract. The Port's payment of a claim under this subsection shall not relieve Provider responsibility for such claim.

### **3.10 Audit Rights**

In addition to the Port's audit rights under Section 12.2 below, the Port may audit the books and records of Provider and Provider's subcontractors pertaining to the Services upon reasonable notice at any time to verify Provider's compliance with this Section 3. If the Port determines that Provider or Provider's subcontractors were not in compliance with this Section 3, Provider shall reimburse the Port for the Port's audit costs incurred to determine the non-compliance, and shall reimburse the Port for any amounts overpaid by the Port plus interest on the amount of the overpayment at the rate of 1.5 percent per month from the time the Port made the overpayment to the time Provider reimburses the Port for the audit costs and the overpayment.

## **4. INVOICING; RELATED SUBMISSIONS**

### **4.1 Invoice Submissions**

Provider shall invoice the Port no more than frequently than once monthly, and each monthly invoice must be received at the Port no later than twenty (20) calendar days following the last day of the preceding calendar month. Provider shall submit invoices with all backup documentation, including but not limited to all documentation described in Section 4.2 below, to Accounts Payable, Port of Portland, P.O. Box 3529, Portland, Oregon 97208 or via email to [portinvoices@portofportland.com](mailto:portinvoices@portofportland.com).

### **4.2 Invoice Content; Information to be Included**

#### **4.2.1 Sample Invoice**

A sample form of invoice intended as a guide for Provider is attached as Schedule 4.2.1 (the "Sample Invoice").

#### **4.2.2 Information to be Included**

Each of Provider's invoices shall include:

4.2.2.1.1 The Port-assigned Contract number and, if applicable, the Port-assigned Task Order number and the Task Order accounting information.

4.2.2.1.2 Copies of backup information for direct labor and direct expense costs, including copies of time sheets, equipment rental invoices, telephone charges, and similar expense charges.

4.2.2.1.3 A separate display of all charges by any subcontractor and copies of the subcontractor's backup documentation, including the subcontractor's summary letter, detailed time sheets, and invoices.

4.2.2.1.4 All information called for in the Sample Invoice that is not called for in this Section 4.2.2.

4.2.2.1.5 A statement confirming Provider's timely submission of subcontractor payment information and utilization data as required under Section 4.3.

### **4.3 Subcontractor Payment and Utilization Reporting**

Provider shall report payment information and utilization data for subcontractors that perform any Services, using a Port-designated online reporting system. As of the effective date of this Contract, such system is accessible at: [www.portofportland.dbesystem.com](http://www.portofportland.dbesystem.com). Provider must log in to an account in the system in order to submit reporting information. Reporting information must be submitted at least once monthly, concurrent with Provider's invoice submission, or on such other frequency as the Port Project Manager (or his/her designee) may require. Provider must designate a representative to administer the reporting function.

### **4.4 Invoices Do Not Modify Contract Terms**

Provisions on Provider's invoices that purport to modify or supplement the provisions of this Contract are void.

### **4.5 No Compensation for Preparation**

The Port will not compensate Provider for time spent preparing or submitting invoices or invoice supporting materials.

## **5. PAYMENT; NO WAIVER**

### **5.1 Payment**

The Port will pay Provider all undisputed amounts within thirty (30) days after the Port's receipt of Provider's properly-completed invoice, or any shorter period required by law. The Port is not obligated to pay an invoice until all required supporting materials are submitted. Upon the Port's request Provider will correct and re-issue invoices submitted to the Port that do not comply with this Contract's invoicing requirements. If corrections are required, the Port will transmit payment to Provider within forty five (45) days after the Port's receipt of Provider's corrected invoice, or any shorter period required by law.

### **5.2 No Waiver**

By making monthly payments or final payment, the Port does not waive any of its rights to recover from Provider any damages to which the Port may be entitled under this Contract or at common law for failure to perform precisely in accordance with this Contract, regardless of whether the basis for the damages is known or unknown to the Port at the time of payment.

## **6. NO MINIMUM AMOUNT OF WORK GUARANTEED**

The Port does not represent or warrant that Provider will be assigned any particular amount of work under this Contract. Provider acknowledges that the Port has no obligation to issue or enter into any Task Orders.

## **7. PROVIDER IS INDEPENDENT CONTRACTOR**

Provider is an independent contractor for all purposes and shall be entitled to no compensation other than the compensation expressly provided by this Contract. Neither, Provider nor any partner, director, officer, manager, member, employee, subcontractor, or agents of Provider will be deemed to be an employee of the Port. The Port will not withhold any taxes from any payments made to Provider, and Provider will be solely responsible for paying all applicable taxes arising out of or resulting from the performance of the Services, including but not limited to income, social security, worker's compensation, and employment insurance taxes. Provider represents, warrants, and covenants to the Port that, in the provision of the Services, Provider is customarily engaged in, and will continue to customarily engage in, an independently established business as described in ORS 670.600(3).

## **8. CONTRACT ADMINISTRATORS AND PROJECT MANAGERS; NOTICES**

### **8.1 Contract Administrators**

The Port's Contract Administrator for this Contract is Kori Nobel 503-415-6116, kori.nobel@portofportland.com. Provider's Contract Administrator is Katie Miller (503-867-4700), Katie.miller@us.belfor.com. Each party shall notify the other of any change in the party's Contract Administrator.

### **8.2 Notices**

All notices or other correspondence required or permitted by this Contract shall be in writing, and must be directed to both the Contract Administrator and the Project Manager for the party to whom the notices or correspondence is intended at the e-mail addresses set forth above (or any other address that a party may designate by notice to the other party, including a physical or post office box address). Upon the Port's request, copies of Provider's notices or other correspondence required or permitted by this Contract shall also be delivered to a designated

recipient in the Port's Contracts and Procurement Department.

## **9. NO ASSIGNMENT**

Provider may not assign any interest or delegate any obligation under this Contract without the Port's prior written consent. Any assignment or transfer attempted in violation of this Section 9 shall be void.

## **10. SUBCONTRACTING**

### **10.1 Written Consent**

Provider may not subcontract any part of the Services without the Port's prior written consent. The Port may give such consent by this Contract or a written modification thereto, by a Task Order or a written modification thereto, or by e-mail from the Port's Project Manager to Provider's Project Manager. Provider must identify proposed subcontractors to the Port by written notice and give the Port a reasonable time within which to object to the use of the identified subcontractor. Provider may not use a subcontractor to which the Port has objected. If the Port has not objected to a subcontractor within ten (10) business days after the Port's receipt of Provider's notification, the Port shall be deemed not to have objected to the proposed subcontractor. The Port shall not be obligated to pay for any Services performed by a subcontractor to which the Port has objected, or by a subcontractor of which the Port was not given written notification and to which the Port would have objected, had Provider given timely notice.

### **10.2 Port Review of Subcontractor Pricing**

Prior to Provider's execution of each subcontract approved under Section 10.1 in excess of \$20,000, upon the Port's request, Provider will allow the Port to review the pricing arrangement that would be established by the subcontract. The Port may disapprove a pricing arrangement that would result in a price that is not fair and reasonable under the circumstances.

### **10.3 Small Business Participation**

Provider has identified, or shall identify with the Port's assistance, small businesses that may be qualified to perform subcontract work under this Contract. For purposes of this subsection, "small business" means a for-profit business enterprise that has been certified by the Oregon State Office of Minority, Women, and Emerging Small Business as a Minority Business Enterprise/Women Business Enterprise (MBE/WBE) or an Emerging Small Business Enterprise (ESB), or by the Washington State Office of Minority and Women's Business Enterprises as a Minority or Women's Business Enterprise (M/WBE). Lists of certified firms are available on each agency's website. Where Provider has already identified qualified small businesses to the Port, Provider shall utilize such businesses to the fullest extent possible when work in their area(s) of expertise becomes available. When Provider works with the Port to identify qualified small businesses, Provider shall give such businesses a fair opportunity to compete for subcontract work by: (a) placing small businesses on solicitation lists; (b) assuring that small businesses are solicited whenever they are potential sources of goods or services to be procured by subcontract; (c) dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small businesses; and (d) establishing delivery schedules, where the requirement permits, which encourage participation by small businesses.

## **11. INTELLECTUAL PROPERTY; OWNERSHIP OF WORK; ELECTRONIC VERSION**

### **11.1 Definition**

For the purposes of this Section 11, a "Work" includes, but is not limited to, any document, drawing, paper, computer program, data, photograph, or image created by Provider or Provider's employees, subcontractors, or agents in connection with the Services.

### **11.2 Work Made for Hire; Assignment of Intellectual Property Rights**

If Provider is required by this Contract to deliver a particular Work to the Port, the Work shall be deemed to be specially ordered and commissioned for use by the Port, and a work made for hire for copyright purposes to the extent it qualifies as such under applicable law. Whether or not the Work qualifies as a work made for hire, Provider assigns to the Port Provider's entire interest in the Work, including but not limited to all copyrights, trade secret rights, and other intellectual and proprietary rights in the Work. If Provider has any rights to the Work that cannot be assigned to the Port, Provider waives any right to assert such rights. At the request of the Port, Provider will sign such documents and take such actions that the Port deems reasonably necessary to perfect, protect, and evidence the Port's rights in the Work. Provider shall have a nonexclusive license to use the Work for purposes consistent with the Port's mission and operations.

### **11.3 Formats for Work**

If Provider is required by this Contract to deliver a particular Work to the Port, Provider shall simultaneously deliver a copy of the Work in an electronic format acceptable to the Port. Provider shall verify the acceptable format prior to delivery. The data record layout of incoming data shall be dictated solely by the Port in order to meet Port requirements for standard data exchange. The Port reserves the right to change the data record layouts at any time. As of June 2014, the following are considered acceptable data record layout formats when doing business with the Port; however, it is Provider's responsibility to verify the specific requirements of the format required for a specific work product:

- The Port typically operates within one release of the most current Microsoft Office version. As of June 2014, the Port is running Office 2010; upgrades and implementation of service packs occur regularly, however, and Provider should verify appropriate format prior to submission, and should be prepared to have those formats change over the course of this Contract.
- When documents are drawings or aerial photos, the acceptable formats are adobe acrobat (.pdf), graphical formats (.jpg or .tif), or AutoCAD 2010 (.dwg). AutoCAD data must meet the Port CAD Standards. Exact version compatibility and acceptable versions should be verified with the Port prior to delivery.
- Tabled data is acceptable when delivered in MS Excel spreadsheet format (.xlsx).
- Data targeted for import purposes must conform to the specific database requirements pertaining to the particular data and system in question.
- Spatial or GIS data must meet the Port GIS Data Standards. These standards are updated frequently to meet local, regional, national and FAA requirements. Specific requirements for deliverables will be specified per contracted work and/or should be verified prior to delivery.

- Project schedules are accepted in MS Project format (.mpp). Verify current version in use with Port staff; in some instances, the Port may require project schedules in formats used by other project management solutions.

#### **11.4 Inspection**

The Port shall have the right, upon request, to inspect and copy any Work whatsoever, including but not limited to field notes, calculations, drafts, and Provider's internal notes and communications. The Port shall have a perpetual, nonexclusive, royalty-free license to copy and otherwise use any such Work for Port purposes. Provider shall provide access to any computer software or hardware in Provider's possession or under Provider's control that may be necessary to see or use a Work, provided that Provider may charge a reasonable fee for the use of the software or hardware if the use occurs more than five (5) years after the expiration or termination of this Contract.

#### **11.5 Indemnification – Intellectual Property**

Provider will indemnify, defend (using legal counsel acceptable to the Port), reimburse, and hold harmless the Port and the Port's commissioners, officers, employees, and agents for, from, and against all claims, damages, losses, liabilities, costs, and expenses of any nature whatsoever, including without limitation reasonable attorney's fees, accountant fees, paralegal fees, expert witness fees, and penalties resulting from, arising out of, or in any way connected with any claim that the Services or the Work infringes any copyright, patent, or trademark, constitutes a misappropriation of any trade secret, or violates any other intellectual or proprietary right of any person, but not to the extent that the claim results from or arises out of: (a) the Port's combination of the Services or the Work with any service or product not provided by Provider, where the infringement, misappropriation, or violation would not have occurred but for the combination; or (b) the Port's modification of the Services or the Work, where the infringement, misappropriation, or violation would not have occurred but for the modification.

#### **11.6 Pre-Existing Intellectual Property**

Nothing in this Section 11 shall be deemed to give the Port an ownership interest in any intellectual property or proprietary rights of Provider that were in existence prior to the effective date of this Contract ("Pre-Existing Intellectual Property Rights"); provided however that Provider grants to the Port a perpetual, royalty-free, worldwide, transferable license to use all Pre-Existing Intellectual Property Rights that are included in any Work.

### **12. RECORDS**

#### **12.1 Retention**

Provider shall retain all books, documents, papers, and records that are directly pertinent to this Contract for at least three (3) years after the Port makes final payment on this Contract and all other pending matters are closed.

#### **12.2 Audit**

If requested by the Port, Provider shall produce any of those books, documents, papers, or records at Portland, Oregon or shall reimburse the Port for the cost of transportation, food, and lodging for the Port's employees or agents to inspect them at a site more than one hundred (100) air miles from Portland, Oregon and shall allow the Port, or any authorized representatives of the Port, to audit, examine, copy, take excerpts from, or transcribe any books, documents, papers, or records that are subject to the foregoing retention requirement. Records subject to audit under

this subsection shall also include those records necessary to evaluate and verify direct and indirect costs as they may apply to costs associated with this Contract. In situations where Provider's records have been generated from computerized data, Provider shall provide extracts of data files on a computer data exchange format acceptable to the Port.

### **12.3 No Destruction of Records**

Notwithstanding the other provisions of this Section 12, Provider must make any Provider records that would otherwise be destroyed in accordance with Provider's record retention schedule within the time period set forth above in Section 12.1 available to the Port at the end of Provider's applicable retention period.

## **13. INSURANCE**

### **13.1 Liability Insurance**

#### **13.1.1 Commercial General Liability Insurance**

Provider shall maintain occurrence-form commercial general liability insurance protecting Provider against liability for personal injury, bodily injury (including death), and property damage arising in the course of or in any way related to Provider's operations, in an amount not less than \$5,000,000 per occurrence.

#### **13.1.2 Automobile Liability**

If automobiles are used in the performance of this Contract, Provider shall maintain automobile liability insurance covering the use, loading, and unloading of all such owned, hired, and non-owned automobiles in an amount not less than \$1,000,000 per accident. If Services will involve operation of Provider's vehicles within the airfield boundaries of the Portland International Airport, then the amount of automobile liability insurance shall be not less than \$5,000,000.00 per occurrence and the automobile policy shall be endorsed to cover driving on the airfield.

### **13.2 Workers' Compensation; Employers' Liability**

Provider shall maintain workers' compensation insurance and no less than \$1,000,000 employers' liability insurance coverage for all Provider's employees who are subject to Oregon's workers' compensation statute (and/or Provider's domicile state, if different), either as a carrier-insured employer or as a self-insured employer as provided by ORS 656.407. If Provider's domicile state is a monopolistic state, employers' stop gap liability insurance may be substituted for employers' liability coverage.

### **13.3 Professional Liability / Errors and Omissions**

Provider shall maintain professional liability (errors and omissions) insurance for the protection of Provider and Provider's partners, directors, officers, managers, members, employees, subcontractors, and agents under this Contract, insuring against losses arising out of or resulting from their negligent professional acts, omissions, activities or services, in an amount not less than \$1,000,000 per claim. Provider shall maintain in force such coverage for not less than three (3) years following completion of the Services.

### **13.4 Additional Insured**

All liability insurance coverages Provider maintains under this Contract shall name the Port, its commissioners, employees, and agents as additional insureds.

### **13.5 Certificates**

### 13.5.1 Certificates Required

Prior to full execution of this Contract, Provider must furnish the Port with: (i) certificates referencing this Contract (by number, if known), coverage dates, amount, and type of insurance required by this Contract, using substantially the form attached as Schedule 13.5.1; and (ii) a copy of the endorsement or policy provision providing additional insured status under applicable liability policies.

### 13.5.2 Certificate Management; Notice Requirement

When the period during which Services will be performed exceeds the coverage period stated on a certificate, prior to the certificate expiration date Provider or its insurer must furnish updated certificates demonstrating continuous coverage. Provider or its insurer must give the Port not less than thirty (30) days' written notice before cancellation, non-renewal, or material change of any policy (except ten (10) days for non-payment of premium).

## 13.6 **Primary Coverage**

The coverage provided by insurance required under this Contract shall be primary with respect to Provider's operations and the Services, and neither Provider nor any insurer of Provider shall seek contribution from any insurance or self-insurance carried by the Port.

## 14. **INDEMNIFICATION; DAMAGE TO PORT PROPERTY**

### 14.1 **Indemnity for Professional Services**

Provider shall indemnify, defend (using legal counsel acceptable to the Port), reimburse, and hold harmless the Port and the Port's commissioners, officers, employees, and agents for, from, and against all claims, damages, losses, liabilities, costs, and expenses of any nature whatsoever, including without limitation reasonable attorney fees, accountant fees, paralegal fees, expert witness fees, escrow fees, environmental costs, and penalties (collectively "Claims") to the extent such Claims result from, arise out of, or are in any way connected with any negligent professional acts, omissions, activities, or services of Provider or Provider's partners, directors, officers, managers, members, employees, subcontractors, or agents under this Contract.

### 14.2 **General Indemnity**

Except with respect to professional acts, omissions, activities, and services (which are governed by Section 14.1), Provider shall indemnify, defend (using legal counsel acceptable to the Port), reimburse, and hold harmless the Port and the Port's commissioners, officers, employees, and agents for, from, and against all Claims resulting from, arising out of, or in any way connected with any acts, omissions, activities, or services of Provider or Provider's partners, directors, officers, managers, members, employees, subcontractors, invitees, or agents under this Contract.

### 14.3 **Damage to Port Property**

Provider shall fully compensate the Port for harm to the Port's real or personal property, other than harm arising from Provider's professional services, caused by the acts or omissions, negligent or not, of Provider or Provider's partners, directors, officers, managers, members, employees, subcontractors, invitees, or agents in relation to this Contract.

## 15. **CONFLICT OF INTEREST**

### 15.1 **Generally**

Except as otherwise provided in this Section 15, neither Provider nor any shareholder, member,

or other owner of Provider shall engage in any activity, or accept any employment, interest, or contribution that would, or would reasonably appear to, compromise Provider's professional judgment with respect to the Services. A "conflict of interest" or "conflict" arises for the purposes of this Contract if Provider advises or otherwise provides services to another who has interests that are or are likely to become adverse to the interests of the Port. Provider represents and warrants that Provider has disclosed to the Port in writing all known conflicts in existence at the time this Contract is executed. Provider shall immediately give the Port a written description of any conflict that arises or becomes known after this Contract is executed. Provider shall make a diligent effort to avoid undertaking work for others that might result in a conflict and to otherwise avoid conflicts.

## **15.2 Failure to Perform**

The parties agree that Provider's failure to perform an obligation set forth under this Section 15 is a material breach of this Contract.

## **15.3 Waiver; Unwaived Conflicts**

The Port may waive a conflict of interest in accordance with the attached Schedule 15.3. In any conflict of interest which the Port has not waived, including but not limited to unknown conflicts due to Provider's failure to disclose the conflict to the Port, and conflicts which the Port has declined to waive, Provider shall not provide technical opinions or other expert testimony for the party giving rise to the conflict at a mediation, arbitration, administrative proceeding, or lawsuit involving the circumstances giving rise to the conflict.

## **16. BREACH OF CONTRACT**

### **16.1 Cure; Remedies**

Provider must cure any breach of this Contract within the shortest reasonable time after Provider first has actual notice of the breach or the Port notifies Provider of the breach, whichever is earlier. If Provider fails to cure a breach in accordance with this subsection, or if a breach is not capable of being cured, or if Provider willfully or persistently breaches this Contract, the Port may exercise one or more of the following remedies:

#### **16.1.1 Termination of Contract**

The Port may terminate any part of this Contract affected by the breach upon written notice to Provider. If the breach is material, or if Provider willfully or persistently breaches this Contract, the Port may declare Provider in default and terminate this Contract upon written notice to Provider.

#### **16.1.2 Substitute Services**

The Port may obtain substitute services for any part of this Contract that the Port terminates.

#### **16.1.3 Damages**

The Port may recover from Provider all damages incurred by the Port resulting from or arising out of any breach, including but not limited to the amount by which the price for any substitute services exceeds the price for the terminated Services.

#### **16.1.4 Suspension of Services**

Pending a decision to terminate all or part of this Contract under Section 16.1.1, the Port may order Provider to suspend all or part of the Services.

## **16.2 Compensation after Termination or Suspension**

If the Port terminates all or part of this Contract in accordance with Section 16.1.1, then subject to Section 16.4, Provider will be entitled to compensation only for Services rendered prior to the date of termination; provided however that Provider will not be entitled to compensation for any Services that are suspended in accordance with Section 16.1.4, except to the extent that the Port orders Provider to resume such Services and Provider actually resumes and performs such Services. If the Port suspends all or part of the Services in accordance with Section 16.1.4 and later orders Provider to resume such Services, the Port will have no liability to Provider resulting from or arising out of the suspension.

## **16.3 Recovery of Amounts Due for Breach**

To recover any amounts Provider owes to the Port due to Provider's breach of this Contract, the Port may withhold such amounts from any Port payments to Provider, including but not limited to payments made under this Contract or under any other agreement between the parties. Provider's default under this Contract will be, at the Port's option, a default under any other agreement between the parties.

## **16.4 Contractual Remedies Not Exclusive**

The remedies specified in this Section 16 are not exclusive. The Port will have all remedies available to the Port under this Contract, at law, and in equity. All available remedies are cumulative and may be exercised singularly or concurrently.

## **16.5 Equitable Relief**

Provider acknowledges that the remedies available at law to the Port for a breach by Provider of certain provisions of this Contract, including but not limited to Section **Error! Reference source not found.**, will, by their nature, be inadequate. Accordingly, and in addition to any other remedies available to the Port at law or in equity, the Port may obtain injunctive relief or other equitable relief to restrain a breach or threatened breach of such provisions or to specifically enforce such provisions, without proving that any monetary damages have been sustained.

## **17. TERMINATION FOR CONVENIENCE**

The Port may terminate all or part of this Contract at any time for its own convenience by written notice to Provider. Upon termination under this Section 17, Provider shall be entitled to compensation only for Services rendered prior to actual notice of the termination or the receipt of the written notice of termination, whichever is earlier; provided however that the Port may specify a future effective termination date, in which case Provider shall be entitled to compensation for Services rendered prior to such effective termination date.

## **18. SECURITY REQUIREMENTS**

### **18.1 Portland International Airport**

At all times during the performance of Services at the Portland International Airport ("PDX"), Provider will comply with all applicable rules and regulations governing airport security (collectively, "Airport Security Rules and Regulations"), including without limitation the security badging, access control, and keys/locks requirements set forth in the PDX Rules (available at [www2.portofportland.com](http://www2.portofportland.com) or from the Port Project Manager upon request), and all applicable regulations promulgated by the Transportation Security Administration ("TSA") and the Federal Aviation Administration ("FAA").

## **18.2 Other Port Locations**

At all times during the performance of Services at other locations, including without limitation the Port's marine terminals and headquarters offices ("HQ"), Provider will comply with all applicable security requirements for such premises. Such requirements may include, without limitation, the Port's Marine Terminal Security Guidelines; HQ policies, procedures, guidelines and standards; and any other security rules maintained by the Port, its tenant in possession of the premises, or other governing authorities. As more fully described in the Port's Marine Terminal Security Guidelines, all personnel requiring unescorted access to secure areas of Port marine terminals 2,4,5, and 6 must possess a Transportation Worker Identification Credential ("TWIC") issued by the Transportation Security Administration ("TSA"). Enrollment is available online at [www.tsa.gov/twic](http://www.tsa.gov/twic).

## **18.3 Ensuring Compliance**

Provider will ensure that its partners, directors, officers, managers, members, employees, subcontractors, invitees, agents, and suppliers comply with all security requirements applicable to the Services. Provider must obtain and review copies of applicable security requirements from the Port before commencing Services.

## **18.4 Security Badges**

Provider warrants and will ensure that any person providing Services that receives a security badge meets all applicable requirements for having a security badge. When badgeholders leave Provider's employment or no longer provide Services ("a Separation"), Provider will ensure that any security badges, access control devices, or keys provided by the Port are returned promptly to the Port Security Badging Office, obtain a receipt for the return of such items and submit a copy of the receipt to the Port Project Manager. Any unreturned badge or access device fees due in accordance with applicable Port rules, including without limitation the PDX Rules, may be deducted from any payment due under this Contract. Further, within 24 hours from any Separation, Provider must notify the Port Project Manager of such Separation, to enable the Port to promptly terminate the badgeholder's access privileges.

## **18.5 Authorized Personnel**

Provider shall provide to the Port a list of names and contact information for all authorized individuals who will enter on Port premises to perform any Services. Provider shall keep the list current and shall not direct any individual to perform Services on Port premises without first informing the Port and updating the authorization list.

## **18.6 Security Violations**

A violation of any security requirements applicable under this Section 18 will be considered an act or omission for purposes of the indemnification provisions in Section 14, and is a per se material breach of this Contract.

## **19. FEMA STANDARD TERMS AND CONDITIONS**

If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency ("FEMA") grants, Contractor shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 44 of the Code of Federal Regulations, Part 13 ("44 CFR 13"). In addition, Contractor agrees to the following specific provisions described in Schedule 19.

## **20. NOTICE OF DEFERRAL UNDER FEDERAL GRANT UNIFORM GUIDANCE**

As permitted under the rule published at 80 FR 54407, the Port elects to defer until July 1, 2017, the implementation of the procurement provisions of the Uniform Guidance, as detailed in 2 CFR 200 subsections .317 through .326. During this period, the Port will continue to operate under the guidance of 44 C.F.R § 13.36(a)-(i) (States, Local and Tribal governments) and 2 C.F.R. 215.40-48 (Institutions of Higher Education, Hospitals and Private Non-Profits).

## **21. STATUTORILY- REQUIRED PROVISIONS**

### **21.1 Payment for Labor or Material**

As a condition of this Contract, Provider shall make payment promptly, as due, to all persons supplying to Provider labor or material for the performance of the work provided for in this Contract. [Required by ORS 279B.220 (1)]

### **21.2 Hours of Labor; Pay Equity; Employee Discussions of Rate of Pay or Benefits**

#### 21.2.1 Hours of Labor

Provider shall pay employees performing work under this Contract at least time and a half for all overtime worked in excess of 40 hours in any one week, except for employees under a personal services public contract who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime. [Required by ORS 279B.235 (3)]

#### 21.2.2 Pay Equity

Provider shall comply with the prohibition set forth in ORS 652.220. Such compliance is a material element of the Contract and a failure to comply is a breach that entitles the Port to terminate the Contract for cause [Required by ORS 279B.235(1)(b)]

#### 21.2.3 Employee Discussions of Rate of Pay or Benefits

Provider shall not prohibit any of Provider's employees from discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person and shall not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee or another person. [Required by ORS 279B.235(1)(c)]

### **21.3 Contributions to the Industrial Accident Fund**

As a condition of this Contract, Provider shall pay all contributions or amounts due the Industrial Accident Fund from Provider or any subcontractor of Provider incurred in the performance of this Contract. [Required by ORS 279B.220 (2)]

### **21.4 Income Tax Withholding**

As a condition of this Contract, Provider shall pay to the Oregon Department of Revenue all sums withheld from employees under ORS 316.167. [Required by ORS 279B.220 (4)]

### **21.5 Worker's Compensation**

All subject employers performing Services under this Contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. [Required by ORS 279B.230 (2)]

### **21.6 Medical Care for Employees**

As a condition of this Contract, Provider shall promptly, as due, make payment to any person, copartnership, association or corporation, furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of Provider, of all sums that Provider agrees to pay for such services and all moneys and sums that Provider collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for such services. [Required by ORS 279B.230 (1)]

### **21.7 Liens and Claims Prohibited**

As a condition of this Contract, Provider shall not permit any lien or claim to be filed or prosecuted against the Port, the state, or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. [Required by ORS 279B.220 (3)]

### **21.8 Compliance with Tax Laws**

#### **21.8.1 Representation and Warranty**

Provider represents and warrants that Provider has complied with the tax laws of the State of Oregon or a political subdivision of the State of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318. Covenant

Provider covenants that Provider will continue to comply with the tax laws of the State of Oregon or a political subdivision of the State of Oregon during the term of this Contract. Failure to Comply

Provider's failure to comply with the tax laws of the State of Oregon or a political subdivision of the State of Oregon before Provider executed this Contract or during the term of this Contract will be a default for which the Port may terminate the Contract and seek damages and other relief available under the terms of this Contract and under applicable law. [Required by ORS 279B.045]

## **22. MISCELLANEOUS PROVISIONS**

### **22.1 Governing Law; Venue**

ORS 15.320 provides that Oregon law applies to this Contract. Even if ORS 15.320 is determined to be inapplicable or invalid, the parties agree that this Contract is governed by Oregon law, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Contract. Any action, suit, or proceeding arising out of the subject matter of this Contract will be litigated in courts located in Multnomah County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Multnomah County, Oregon.

### **22.2 Counterparts, Execution, Electronic Signatures**

This Contract may be executed in counterparts. This Contract may be executed using: (i) original signatures; (ii) facsimile signatures; or (iii) only with the Port's prior approval, Electronic Signatures (as defined in the Electronic Signatures in Global and National Commerce Act) that can be authenticated. Under ORS 84.014, Contractor's consent is not required for this Contract to be executed using Electronic Signatures. Even if ORS 84.014 is determined to be inapplicable or invalid, Contractor grants such consent.

### **22.3 Dispute Resolution**

The parties shall negotiate to resolve any disputes that may arise in connection with this Contract. If a dispute cannot be resolved by negotiation, the parties shall attempt to resolve the dispute through mediation. If mediation is unsuccessful, the parties may pursue whatever remedies may be available to them under the circumstances. Venue for actions or proceedings arising out of this Contract will be in courts located in Multnomah County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Multnomah County, Oregon. However, nothing in this subsection precludes the parties from agreeing to binding or nonbinding arbitration.

#### **22.4 Attorney's Fees**

If any arbitration, action, suit, or proceeding is instituted to interpret, enforce, or rescind this Contract, or otherwise in connection with the subject matter of this Contract, including but not limited to any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's reasonable attorney's fees and other fees, costs, and expenses of every kind incurred in connection with the arbitration, action, suit, or proceeding, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court.

#### **22.5 Binding Effect**

This Contract shall bind the parties and their respective successors, executors, administrators, and permitted assignees.

#### **22.6 Provider Identification Number**

Provider shall furnish to the Port Provider's employer identification number, as designated by the Internal Revenue Service, or, if the Internal Revenue Service has designated no employer identification number, Provider's Social Security number.

#### **22.7 No Waiver of Legal Rights**

No waiver will be binding on a party unless it is in writing and signed by the party making the waiver. A waiver by a party of any breach of a provision by the other shall not be deemed to be a waiver of any other provision or any subsequent breach of the same provision.

#### **22.8 Modification**

Except as expressly provided in Section 1, this Contract may be modified only by a writing signed by both parties. No oral modification shall be effective.

#### **22.9 Integration**

This Contract and any Task Orders issued hereunder contain the entire agreement between the parties regarding the subject matter of this Contract, and supersede all prior written or oral discussions, negotiations, or agreements between the parties regarding the subject matter of this Contract and such Task Orders.

#### **22.10 Severability**

If a provision of this Contract is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Contract will not be impaired.

#### **22.11 Government Powers**

Nothing in this Contract shall be deemed to limit the Port's exercise of its governmental rights and powers.

#### **22.12 Attachments; Order of Precedence**

Any schedules and other attachments referenced in this Contract are part of this Contract. Any conflict between provisions stated within the body of this Contract and provisions stated within any attachment thereto shall be resolved in favor of the provisions stated within the body of this Contract.

#### **22.13 Force Majeure**

Except for the obligation to make payment for the Services, any delay in or failure of performance by either party to this Contract shall not constitute a default under this Contract nor give rise to any claim for damage, cost, or expense if and to the extent such delay or failure is caused by an act of God, flood, fire, earthquake or explosion, war, invasion, hostilities, terrorist threats or acts, riot or other civil unrest, government order or law, actions, embargoes or blockades, national or regional emergency, or other similar event beyond the control of the delayed or non-performing party. Notwithstanding the foregoing, a party that is delayed in or prevented from performing for any reason shall promptly notify the other party in writing of the reason for the non-performance and the anticipated extent of any delay or non-performance and shall take diligent steps to minimize the adverse impact of the delay or non-performance.

#### **22.14 Approvals and Consents**

Except as otherwise expressly provided in this Contract, whenever this Contract provides for the approval or consent of one of the parties hereto, including but not limited to acceptance, approval, belief, change, completion, consent, decision, designation, determination, direction, discretion, estimation, finding, prescription, request, requirement, review, satisfaction, selection, specification, or suspension, such party will not unreasonably withhold, delay, or condition its approval or consent.

#### **22.15 Survival**

All provisions of this Contract, including but not limited to the provisions of Section **Error! Reference source not found.**, Section, 11, and Section 14, shall survive the expiration or termination of this Contract to the extent necessary to fully effectuate the intended purpose of the provision.

#### **22.16 Permissive Cooperative Procurement Allowed**

Other public contracting agencies may establish contracts or price agreements under the terms, conditions and prices of this Contract. Provider agrees to extend the terms, conditions and prices of this Contract to any purchasing contracting agency, as that term is defined at ORS 279A.200(1)(h). Contracts or price agreements between Provider and other purchasing contracting agencies are entirely independent of and have no effect on this Contract.

#### **22.17 Acknowledgment**

By executing this Contract, Provider acknowledges that it has: (a) carefully reviewed the entire Contract and all documents related to the Services that the Port has provided; (b) reviewed or is otherwise familiar with all laws and regulations that are relevant to the Services; and (c) not relied upon any representation by the Port or its employees or representatives other than those expressly set forth in this Contract.

**22.18 Authority**

The individuals signing below warrant that they have full authority to execute this Contract on behalf of the party for whom they sign.

[Signature page follows]

**Provider:**

Belfor USA Group, Inc.

By:



Print name:

PAUL Suckowski

As its:

CONTRACTOR

Date signed:

JULY 28, 2016

Phone:

\_\_\_\_\_

Email:

\_\_\_\_\_

**Port:**

Port of Portland

By:



Print name:

Craig Johnson

As its:

Manager, Contracts & Procurement

Date signed:

8.02.2016

Approved as to legal sufficiency  
for the Port of Portland

\_\_\_\_\_  
Counsel for the Port of Portland

## SCHEDULE 2.1

### General Scope of Services

- 1 Mobilization Services: This includes, but is not limited to, catastrophe (CAT) and mini CAT management, contingency plan implementation, mobile command centers, storm tracking and resource allocation, immediate site inspections and estimates, advanced equipment and resources staging, temporary buildings, shelters and CAT-tent communities and any other mobilization services offered by Provider.
- 2 Building and Site Stabilization Services: This includes, but is not limited to, water mitigation, board-up, temporary roofing, thermal imaging and moisture mapping, dehumidification and moisture control, fire, smoke, wind, hail, earth movement and water damage restoration, odor control, emergency power and lighting, temporary air conditioning and cooling towers, security fencing and armed guards, portable toilets, showers, hand-washing stations and laundry facilities, fuel tankers, dry ice blasting and pressure washing, and any other building and site stabilization services offered by Provider.
- 3 Content Restoration Services: This includes, but is not limited to, electronics and telecommunications equipment restoration, machinery and industrial equipment restoration, hard drive data retrieval, document and vital records restoration, media recovery, fine art restoration, complete pack-out, shipping and storage, contents inventory management and any other content restoration services offered by Provider.
- 4 Environmental Services: This includes, but is not limited to, engineering controls and consulting, professional, licensed testing, mold remediation, bacteria and virus remediation, asbestos and lead-based paint abatement and any other environmental services offered by Provider.
- 5 Biohazard Services: This includes trauma cleaning and any other biohazard services offered by Provider.
- 6 Emergency Construction Services: This includes, but is not limited to, project management, consulting, fixed-cost estimates, complete interior and exterior renovations such as painting, carpentry, floor covering (carpet, tile, VCT, laminate, etc.), finished hardwood, and drywall, demolition and site cleanup, engineering, roofing, complete interior and exterior renovations, electrical, plumbing and HVAC and any other emergency construction services offered by Provider.
- 7 Pre-Loss Planning Services: This includes pre-disaster strike property assessment and any other pre-loss planning services offered by Provider.
- 8 IT Disaster Recovery Services: This includes, but is not limited to providing IT equipment colocation facilities and IT disaster recovery as a service.

9 Alternate Office Facilities: This includes, but is not limited to providing fixed and mobile temporary office work locations inclusive of internet services, phone services and general office computing equipment such as desktop computers, laptop computers, fax machines and workgroup printers/copiers.

10 Mobile Communications Vehicles: This includes, but is not limited to providing a mobile vehicle that can provide temporary and on-demand cellular (audio/data) and Wi- Fi (internet data) services to a limited geographic area that could not otherwise be provided at this location during a time of disaster. Generally this is provided through a generator powered satellite transmitter and receiver mounted on top of a rugged vehicle designed for all terrains.

11 Cloud Based Business Continuity Planning Software: A system used by an agency to document and maintain on an ongoing basis, its business continuity plans.

12 Related Products and Services: Any other related products and services available from Provider.

# SCHEDULE 2.2.1

## Task Order Form

### PORT OF PORTLAND Task Order

#### PROJECT TITLE

Date: [ ] Requisition No. [ ]

Contract No. [ ] This Task Order is executed in accordance with and is subject to the terms and conditions of the contract between the parties which is identified by the number to the left.

Task Order No. [ ] Amendment No. [ ]

Project Start Date: [ ] Project End Date: [ ]

Provider: [ ] Provider Proj. Lead: [ ]

Port Facility: [ ] Provider Email: [ ]

Port Project Mgr. [ ]

The Provider Project Lead is the Provider's primary individual contact for this Project. The Provider Project Lead is responsible for supervising Provider's work under this Task Order.

**Project Understanding:**

This Task Order requires an attached detailed statement of Services, schedule of performance, fee schedule showing hours and contract rates, and list of subcontractors the Port has approved to perform Services under this Task Order.

Task Order Costs			Previous Amend	
Original Task Order		\$0.00	1	\$0.00
Total All Previous Amendments (not to exceed 20% of Original Task Order)	#DIV/0!	\$0.00	2	\$0.00
Total as Previously Amended		\$0.00	3	\$0.00
Total of this Amendment		\$0.00	4	\$0.00
New Not-to-Exceed Total		\$0.00	5	\$0.00

Forward one electronic copy of the signed Task Order form, along with the statement of services, schedule, and fee schedule showing estimated hours and rates to the Port's Project Manager.

**PORT OF PORTLAND**

**PROVIDER**

Port Project Manager \_\_\_\_\_ Date \_\_\_\_\_

Port Buyer \_\_\_\_\_ Date \_\_\_\_\_

Provider Project Lead \_\_\_\_\_ Date \_\_\_\_\_

Provider Authorized Signatory (if different from above) \_\_\_\_\_ Date \_\_\_\_\_

Charging Information: \_\_\_\_\_

- Federally-Funded Services.** If checked, this Task Order includes federally-funded Services as provided in the Contract. Attach the additional contract provisions described therein as an addendum to this Task Order.
- Public Improvement Contracting Requirements.** If checked, this Task Order is subject to public improvement contracting requirements as provided in the Contract. Attach the additional contract provisions described therein as an addendum to this Task Order.
- Public Works Contracting Requirements.** If checked, this Task Order is subject to public works contracting requirements as provided in the Contract. Attach the additional contract provisions described therein as an addendum to this Task Order.

Use this schedule only if Section 2.3 is utilized. Update all section number auto-cross referencing in Schedule title (at top) and in footers, and update footer name as needed.

## SCHEDULE 2.3

### Environmental Provisions

#### Environmental Provisions

##### **1. Hazardous Building Materials; Notice Requirements**

a. If Provider or its approved subcontractor(s) will perform "Destructive Work" (as defined below) at Port facilities as part of the Services, Provider acknowledges that there is a potential to encounter hazardous building materials, including but not limited to asbestos and surface coatings containing lead or other heavy metals, during the course of such work. Provider is directly responsible for preventing worker exposure to hazardous building materials. Destructive Work includes, but is not limited to: demolition, cutting, sanding, grinding, and abrading, as well as other activities that may generate dust or otherwise disturb hazardous building materials. Provider will not perform, and will not permit any subcontractor to perform, any Destructive Work that impacts hazardous building materials unless the workers are appropriately trained and maintain current licenses and certifications for such work. In addition, if Provider or a subcontractor will perform any Destructive Work on hazardous building materials as part of the Services, Provider must receive prior written authorization from the Port before beginning such work.

b. The Port has conducted asbestos surveys at certain Port facilities. These surveys identify visible or apparent asbestos containing materials ("ACM") or presumed asbestos containing material ("PACM"). The asbestos surveys are not demolition surveys, and they do not identify asbestos or other hazardous building materials that may be present in the course of Destructive Work undertaken by a contractor. If appropriate under this Contract in the Port's discretion, the Port will conduct a job or site-specific survey to determine the presence of ACM or other hazardous building materials prior to approving any Destructive Work, and will inform Provider of the results. Provider is responsible for compliance with all applicable laws or regulations regarding working on or around any hazardous building materials and must individually verify if any ACM or other hazardous building materials are present at the work site.

c. If Provider or a subcontractor encounters any actual or suspect ACM or other hazardous building materials, Provider shall immediately stop all work in the area of the known or suspected hazardous materials and immediately notify the Port's Project Manager. The Port will make arrangements for appropriate testing and abatement, if required. Provider shall provide any workers performing or responsible for any Destructive Work a written copy of such notice, and shall ensure that no work occurs that disturbs any actual or suspected hazardous building materials in violation of any of the foregoing terms or without advance written approval of the Port. Provider shall maintain records evidencing such notification for such period as may be required by applicable federal, state and local regulations. Provider shall provide copies of such records to the Port upon request.

##### **2. Pre-Existing Conditions**

As between the Port and Provider, the Port shall bear full responsibility and liability for the creation, existence, or presence of any toxic, hazardous, radioactive, infectious, or other dangerous substances existing at a site at the time Provider commences performance of Services at that site ("Pre-Existing Condition"), provided that Provider shall be fully responsible and liable for any exacerbation of any Pre-Existing Condition caused by the negligence or intentional misconduct of Provider or its employees, agents, or subcontractors and further provided that Provider shall be fully responsible and liable for protecting all workers at the site and the public from harm arising in connection with performance of Services from any Pre-Existing Condition of which Provider has actual notice of or which Provider reasonably ought to know. Provider

### Schedule 3.1- Price Sheet

To access pricing information, please use your login at [www.uscommunities.org](http://www.uscommunities.org).

## SCHEDULE 3.4

### Travel Expense Reimbursement Policy

Providers shall be reimbursed for travel expenses necessarily incurred for the performance of their contract only. Travel must be approved in advance by the Port's representative. Travel expenses are not reimbursable if the provider's normal place of business is located in the Portland metropolitan area, unless the provider is required to travel outside the Portland metropolitan area in service of the Port's requirements. Necessary expenses will be approved and paid according to the following guidelines:

#### **1. Expense Report**

All providers shall report and submit billable expenses with actual receipts weekly or as agreed.

#### **2. Mileage**

Mileage in a private vehicle, during the course and scope of contractually required duties and driving over the most direct and usually traveled route, will be reimbursed at the most current rate in accordance with the most current Internal Revenue Service guideline.

#### **3. Air Travel**

Every effort should be made to take advantage of lower fares by booking travel eight to fourteen (8-14) days in advance whenever possible. Booking a trip on short notice (less than seven (7) days) is the most costly option in air travel. Coach class is the standard for air travel on all trips throughout the continental USA, Canada, and Mexico.

#### **4. Ground Transportation**

Cars should be rented only when local transportation is not available or feasible (e.g. MAX, shuttle service, taxi) or when the cost of local transportation exceeds the cost of renting a car.

#### **5. Lodging Guidelines**

A single room with private bath in a business class hotel is the Port standard. There are several hotels in close proximity to the Port headquarters building/Portland International Airport that should be acceptable.

#### **6. Meal Expenses**

Providers will be reimbursed for personal meal expenses incurred based on reasonable meal expenses. The meal expenses include tips and non-alcoholic beverages.

When a provider is eligible for meal reimbursement but has one or more meals paid for by another party, the related meal expense amount must be subtracted out of the provider's meal claim for the day.

#### **7. Personal phone calls while traveling**

Providers will be reimbursed for personal telephone calls charged to the provider while traveling on the Port's business up to two calls per day, provided that they are kept within reasonable time limits.

#### **8. Reimbursable and Non-reimbursable Expenses:**

Although not an all-inclusive list, the following is a partial list of expenses that are frequently considered reimbursable and non-reimbursable:

Reimbursable Expenses	Non-Reimbursable Expenses
<ol style="list-style-type: none"> <li>1. Taxis</li> <li>2. Parking</li> <li>3. Tolls</li> <li>4. Telephone</li> <li>5. Laundry, dry cleaning, and valet services for trips exceeding 5 consecutive days</li> <li>6. Reasonable tips</li> <li>7. Room service</li> <li>8. Currency conversion</li> <li>9. Business telegrams, telexes, and fax service</li> <li>10. Air freight, Federal Express, express mail, and postage fees</li> <li>11. Reasonable gym fees, when traveling three or more days consecutively within a work week</li> </ol>	<ol style="list-style-type: none"> <li>1. Child and pet care</li> <li>2. Country club dues</li> <li>3. Personal entertainment</li> <li>4. Luggage</li> <li>5. Parking or traffic fines or tickets</li> <li>6. Haircuts</li> <li>7. Kennel fees</li> <li>8. Movies (including in-flight and hotel in-house)</li> <li>9. Car washes</li> <li>10. Expenses for travel companions/family members</li> <li>11. Laundry, dry cleaning, and valet services for trips less than six consecutive days</li> <li>12. Loss/theft of personal funds or property</li> <li>13. Medical bills</li> <li>14. Non-compulsory insurance coverage, optional r baggage insurance</li> </ol>

**SCHEDULE 4.2.1**

**Sample Invoice**

<b>Bill To:</b>	<b>Date</b>	<b>Invoice #</b>
Port of Portland Accounts Payable Department PO Box 3529 Portland, OR 97208		

<b>Billing Period</b>	
-----------------------	--

<b>Contract #</b>	
<b>Task Order #</b>	
<b>Port Location</b>	
<b>Work Description</b>	
<b>Port Project Manager</b>	
<b>Provider Project Lead</b>	

<b>Direct Labor</b>
---------------------

Name/Title	Rate	Hours	Amount
<b>DIRECT LABOR TOTAL</b>			

<b>Direct Costs</b>
---------------------

Description	Cost/Qty	Rate	Amount
<b>DIRECT COSTS TOTAL</b>			

<b>AMOUNT DUE THIS INVOICE</b>	
--------------------------------	--

<b>Total Authorized Budget for this Task Order</b>	
<b>Remaining Authorized Budget for this Task Order</b>	
<b>Applicable Discount</b>	
<b>INVOICE TOTAL</b>	

**Additional Information**

<b>Requirements</b>	<b>Notes</b>
1. Billing Period	Monthly
2. Port Contract Number	This is the Port-assigned number from the Contract
3. Port Task Order Number	Should be listed on Task Order/contact Port Env. P.M.
4. Port Location	Location where work was done (Marine, PDX, Portwide, etc.)
5. Work Description	As described on Task Order
6. Port Project Manager	
7. Provider Project Lead	
8. Direct Labor	On each subtask listed on the Task Order, include name, title, labor rate, total hours, and total charge for each individual working on each subtask. Also, attach copies of the individual's time sheets which list hours worked and detailed descriptions of work accomplished per hour.
9. Direct Costs	All administrative charges (e.g., photocopies, mileage, telephone) and outside services <u>must be separated out</u> . List separately laboratory charges; list all outside service Providers, work performed, and their charges. Include copies of each subcontractor's invoice(s), time sheets which list hours and detailed descriptions of work accomplished per hour, and subcontractor's summary letters.
10. Amount Due This Invoice	Total labor and costs for the work for the month
11. Total Authorized Budget for This Work	Based on Contract or approved Task Orders
12. Remaining Authorized Budget for This Work	Based on Contract or approved Task Orders (this is a cumulative balance based on all work).
13. Applicable Discount	If applicable, apply discount for labor hour charges on this line.
14. Invoice Total	#12 less #15, above.
15. Final invoice for the Contract or each Task Order shall include the words "Final Invoice"	

**Important**

- Invoices must represent services for one Task Order only; do not include multiple Task Order numbers on one invoice.
- This sample invoice is for reference only; Provider's invoice format does not have to be an exact replicate. However, all applicable information must be included each month in a clear and concise manner.

# SCHEDULE 13.5.1

## Sample Insurance Certificate

### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
\*\* Enter date.

<b>PRODUCER</b> ** Sample ** Insert broker name and address.	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
<b>INSURED</b> ** SAMPLE ** Insert vendor name and address.	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURERS AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: ** SAMPLE ** Enter insurer name</td> <td>** Enter NAIC</td> </tr> <tr> <td>INSURER B: ** SAMPLE ** Enter insurer name</td> <td>** Enter NAIC</td> </tr> <tr> <td>INSURER C: ** SAMPLE ** Enter insurer name</td> <td>** Enter NAIC</td> </tr> <tr> <td>INSURER D: ** SAMPLE ** Enter insurer name</td> <td>** Enter NAIC</td> </tr> <tr> <td>INSURER E: ** SAMPLE ** Enter insurer name</td> <td>** Enter NAIC</td> </tr> </tbody> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: ** SAMPLE ** Enter insurer name	** Enter NAIC	INSURER B: ** SAMPLE ** Enter insurer name	** Enter NAIC	INSURER C: ** SAMPLE ** Enter insurer name	** Enter NAIC	INSURER D: ** SAMPLE ** Enter insurer name	** Enter NAIC	INSURER E: ** SAMPLE ** Enter insurer name	** Enter NAIC
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INSURER C: ** SAMPLE ** Enter insurer name	** Enter NAIC												
INSURER D: ** SAMPLE ** Enter insurer name	** Enter NAIC												
INSURER E: ** SAMPLE ** Enter insurer name	** Enter NAIC												

**COVERAGES**  
 THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NEE LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/>	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> _____ <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	** Enter policy no.	** Enter effective date.	** Enter expiration date.	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$1,000,000 PRODUCTS - COMP/OP AGG \$ \$
A	<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> _____	** Enter policy no.	** Enter effective date.	** Enter expiration date.	COMBINED SINGLE LIMIT (Each accident) \$1,000,000 (\$5,000,000 if driving on artist's) BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/>	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> _____	** Enter policy no. (if required)	** Enter effective date.	** Enter expiration date.	AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A	<input type="checkbox"/>	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	** Enter policy no. (if required)	** Enter effective date.	** Enter expiration date.	EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B	<input checked="" type="checkbox"/>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ** NO ** If yes, describe under SPECIAL PROVISIONS below	** Enter policy no.	** Enter effective date.	** Enter expiration date.	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	<input checked="" type="checkbox"/>	OTHER a. Professional liability/E&O (if req'd) b. Cyber liability (if req'd)	a. ** Enter policy no. b. ** Enter policy no.	a. ** Enter date b. ** Enter date	a. ** Enter date b. ** Enter date	a. Each occurrence \$1,000,000 b. Each occurrence \$5,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**  
 \*\* SAMPLE \*\*  
 Port of Portland Contract No. \_\_\_\_\_, Contract description: \_\_\_\_\_  
 The Port of Portland, its Commissioners, officers, employees, and agents are included as additional insureds where required by such contract with respect to all liability insurance coverages required under such contract.

CERTIFICATE HOLDER	CANCELLATION
Port of Portland PO Box 3529 Portland OR 97208	SHOULD ANY OF THE ABOVE-DESCRIBED POLICIES BE CANCELLED BEFORE ITS STATED EXPIRATION DATE, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. IN ADDITION, THE INSURER AFFORDING COVERAGE WILL USE BEST EFFORTS TO MAIL 30 DAYS' WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED AT LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

## **SCHEDULE 15.3**

### **Conflict of Interest -- Waivers**

#### **1. Generally**

The Port may conditionally or unconditionally waive a conflict of interest for purposes of Section 15 but has the sole discretion to refuse to waive a conflict. A conflict waiver by the Port is effective only if given in writing and signed by the Director of the Port department for which the Services are being performed under this Contract. The conflict waiver shall be strictly construed to cover the narrow circumstances identified and disclosed, and shall not be extended without obtaining the Port's consent in writing. If the Port declines to waive a conflict, Provider must eliminate the cause of the conflict. The Port's failure to respond within thirty (30) calendar days after written notification by Provider of a conflict shall create a rebuttable presumption that the Port declines to waive the conflict.

#### **2. Port Waiver of Conflict**

If the Port waives a conflict of interest for purposes of Section 15 Provider will:

- (a) Ensure that any waiver conditions are satisfied;
- (b) Obtain conflict waivers from all others with interests that are or are likely to become adverse to the interests of the Port; and
- (c) Remind Provider's directors, officers, managers, members, employees, subcontractors, and agents, engaged in work both for the Port and for another with interests in conflict with the Port's to be especially mindful of the obligations under this Contract, including but not limited to confidentiality requirements and any conditions of the Port's waiver.

#### **3. Other Parties**

A conflict waiver from another party must:

- (a) Be written and signed by an authorized representative of the entity granting the waiver;
- (b) Describe the Services that Provider has performed or shall perform for the Port;
- (c) Acknowledge and consent to Provider performing such Services;
- (d) Acknowledge that Provider's directors, officers, managers, members, employees, subcontractors, and agents performing work for the Port may be called upon to provide factual testimony and technical opinions on behalf of the Port in mediations, arbitrations, administrative proceedings, and lawsuits; and
- (e) Waive the right to object to that testimony based on a conflict.

**Schedule 19**  
**FEMA Standard Terms and Conditions**

Pursuant to 44 CFR 13.36(i)(1), Port is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor's compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.

2. Pursuant to 44 CFR 13.36(i)(2), Port may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.

3. Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:

a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);

b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);

c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);

d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR Part 5);

e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and

f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

4. Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.

5. Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:

a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the Port and be disposed of in accordance with Port policy. The Port, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.

6. Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:

a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:

- (1) The copyright in any work developed under a grant or contract; and
- (2) Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.

7. Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as Port deems necessary, Contractor shall permit Port, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.

8. Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or Port makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.

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