

**LEAGUE OF OREGON CITIES****NON EXCLUSIVE MASTER PRICE AGREEMENT**

This Master Price Agreement is effective as of the date of the last signature below (the "Effective Date") by and between the LEAGUE OF OREGON CITIES, an Oregon public corporation under ORS Chapter 190 ("LOC" or "Purchaser") and Interstate Restoration, LLC ("Vendor").

**RECITALS**

WHEREAS, the Vendor is in the business of selling certain RESTORATIVE AND DECONTAMINATION SERVICES FOR GOVERNMENT, as further described herein; and

WHEREAS, the Vendor desires to sell and the Purchaser desires to purchase certain products and related services all upon and subject to the terms and conditions set forth herein; and

WHEREAS, through a solicitation for RESTORATIVE AND DECONTAMINATION SERVICES FOR GOVERNMENT the Vendor was awarded the opportunity to complete a Master Price Agreement with the LEAGUE OF OREGON CITIES as a result of its response to Request for Proposal No. 2065 for RESTORATIVE AND DECONTAMINATION SERVICES FOR GOVERNMENT; and

WHEREAS, the LEAGUE OF OREGON CITIES asserts that the solicitation and Request for Proposal meet Oregon public contracting requirements (ORS 279, 279A, 279B and 279C et. seq.); and

WHEREAS, Purchaser and Vendor desire to extend the terms of this non-exclusive Master Price Agreement to benefit other qualified government members of National Purchasing Partners, LLC dba Public Safety GPO, dba First Responder GPO, dba Law Enforcement GPO and dba NPPGov;

NOW, THEREFORE, Vendor and Purchaser, intending to be legally bound, hereby agree as follows:

**ARTICLE 1 – CERTAIN DEFINITIONS**

1.1 "Agreement" shall mean this Master Price Agreement, including the main body of this Agreement and Attachments A-F attached hereto and by this reference incorporated herein, including Purchaser's Request for Proposal No. 2065 (herein "RFP") and Vendor's Proposal submitted in response to the RFP (herein "Vendor's Proposal") as referenced and incorporated herein as though fully set forth (sometimes referred to collectively as the "Contract Documents").

1.2 "Applicable Law(s)" shall mean all applicable federal, state and local laws, statutes, ordinances, codes, rules, regulations, standards, orders and other governmental requirements of any kind.

1.3 "Employee Taxes" shall mean all taxes, assessments, charges and other amounts whatsoever payable in respect of, and measured by the wages of, the Vendor's employees (or subcontractors), as required by the Federal Social Security Act and all amendments thereto and/or any other applicable federal, state or local law.

1.4 "Purchaser's Destination" shall mean such delivery location(s) or destination(s) as Purchaser may prescribe from time to time.

1.5 "Products and Services" shall mean the products and/or services to be sold by Vendor hereunder as identified and described on Attachment A hereto and incorporated herein, as may be updated from time to time by Vendor to reflect products and/or services offered by Vendor generally to its customers.

1.6 "Purchase Order" shall mean any authorized written order for Products and Services sent by Purchaser to Vendor via mail, courier, overnight delivery service, email, fax and/or other mode of transmission as Purchaser and Vendor may from time to time agree.

1.7 "Unemployment Insurance" shall mean the contribution required of Vendor, as an employer, in respect of, and measured by, the wages of its employees (or subcontractors) as required by any applicable federal, state or local unemployment insurance law or regulation.

1.8 "National Purchasing Partners" or "(NPP)" is a subsidiary of two nonprofit health care systems. The Government Division of NPP, hereinafter referred to as "NPPGov", provides group purchasing marketing and administrative support for governmental entities within the membership. NPPGov's membership includes participating public entities across North America.

1.9 "Lead Contracting Agency" shall mean the LEAGUE OF OREGON CITIES, which is the governmental entity that issued the Request for Proposal and awarded this resulting Master Price Agreement.

1.10 "Participating Agencies" shall mean members of National Purchasing Partners for which Vendor has agreed to extend the terms of this non-exclusive Master Price Agreement pursuant to Article 2.6 and Attachment C herein. For purposes of cooperative procurement, "Participating Agency" shall be considered "Purchaser" under the terms of this Agreement.

1.11 "Party" and "Parties" shall mean the Purchaser and Vendor individually and collectively as applicable.

## **ARTICLE 2 – AGREEMENT TO SELL**

2.1 Vendor hereby agrees to sell to Purchaser such Products and Services as Purchaser may order from time to time by Purchase Order, all in accordance with and subject to the terms, covenants and conditions of this Agreement. Purchaser agrees to purchase those Products and Services ordered by Purchaser by Purchase Order in accordance with and subject to the terms, covenants and conditions of this Agreement.

2.2 Vendor may add additional products and services to the contract provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. Vendor may provide a web-link with current product listings, which may be updated periodically, as allowed by the terms of the resulting Master Price Agreement. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. LOC may reject any additions without cause.

2.3 All Purchase Orders issued by Purchaser to Vendor for Products during the term (as hereinafter defined) of this Agreement are subject to the provisions of this Agreement as though fully set forth in such Purchase Order. The Vendor retains authority to negotiate above and beyond the terms of this Agreement to meet the Purchaser or Vendor contract requirements. In the event that the provisions of this Agreement conflict with any Purchase Order issued by Purchaser to Vendor, the provisions of this Agreement shall govern. No other terms and conditions, including, but not limited to, those contained in Vendor's standard printed terms and conditions, on Vendor's order acknowledgment, invoices or otherwise, shall have any application to or effect upon or be deemed to constitute an amendment to or to be incorporated into this Agreement, any Purchase Order, or any transactions occurring pursuant hereto or thereto, unless this Agreement shall be specifically amended to adopt such other terms and conditions in writing by the Parties.

2.4 Notwithstanding any other provision of this Agreement to the contrary, the Parties shall have no obligation to sell or purchase any Products and Services hereunder and the placement of any Order shall be in the sole discretion of the Parties. This Agreement is not exclusive. Parties expressly acknowledges and agrees

that Parties may purchase or sell at their sole discretion, Products and Services that are identical or similar to the Products and Services described in this Agreement to and from any third party.

2.5 In case of any conflict or inconsistency between any of the Contract Documents, the documents shall prevail and apply in the following order of priority:

- (i) This Agreement;
- (ii) The RFP;
- (iii) Vendor's Proposal;

2.6 Extension of contract terms to Participating Agencies:

2.6.1 Vendor agrees to extend the same non-exclusive terms, covenants and conditions available to Purchaser under this Agreement to Participating Agencies, that have executed an Intergovernmental Cooperative Purchasing Agreement ("IGA") as may be required by each Participating Agency's local laws and regulations, in accordance with Attachment C. Each Participating Agency will be exclusively responsible for and deal directly with Vendor on matters relating to ordering, delivery, inspection, acceptance, invoicing, and payment for Products and Services in accordance with the terms and conditions of this Agreement as if it were "Purchaser" hereunder. Any disputes between a Participating Agency and Vendor will be resolved directly between them under and in accordance with the laws of the State in which the Participating Agency exists. Pursuant to the IGA, the Lead Contracting Agency shall not incur any liability as a result of the access and utilization of this Agreement by other Participating Agencies.

*2.6.2 This Solicitation meets the public contracting requirements of the Lead Contracting Agency and may not be appropriate under or meet Participating Agencies' procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.*

2.6.3 Vendor acknowledges execution of the Vendor Administration Fee Agreement, with NPPGov, pursuant to the terms of the RFP.

2.7 Oregon Public Agencies are prohibited from use of Products and Services offered under this Agreement that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List ("Procurement List") pursuant to ORS 279.835-.855. See [www.OregonRehabilitation.org/qrf](http://www.OregonRehabilitation.org/qrf) for more information. Vendor shall not sell products and services identified on the Procurement List (e.g., reconditioned toner cartridges) to Purchaser or Participating Agencies within the state of Oregon.

### **ARTICLE 3 – TERM AND TERMINATION**

3.1 The initial contract term shall be for three (3) calendar years from the Effective Date of this Agreement ("Initial Term"). Upon termination of the original three (3) year term, this Agreement shall automatically extend for up to three (3) successive one (1) year periods; (each a "Renewal Term"); provided, however, that the Lead Contracting Agency and/or the Vendor may opt to decline extension of the MPA by providing notification in writing at least thirty (30) calendar days prior to the annual automatic extension anniversary of the Initial Term.

3.2 Either Vendor or the Lead Contracting Agency may terminate this Agreement by written notice to the other party if the other Party breaches any of its obligations hereunder and fails to remedy the breach within thirty (30) days after receiving written notice of such breach from the non-breaching party.

#### **ARTICLE 4 – PRICING, INVOICES, PAYMENT AND DELIVERY**

4.1 Purchaser shall pay Vendor for all Products and Services ordered and delivered in compliance with the terms and conditions of this Agreement at the pricing specified for each such Product and Service on Attachment A, including shipping. Unless Attachment A expressly provides otherwise, the pricing schedule set forth on Attachment A hereto shall remain fixed for the Initial Term of this Agreement; provided that manufacturer pricing is not guaranteed and may be adjusted based on the next manufacturer price increase. Pricing contained in Attachment A shall be extended to all NPPGov, Public Safety GPO, First Responder GPO and Law Enforcement GPO members upon execution of the IGA.

4.2 Vendor shall submit original invoices to Purchaser in form and substance and format reasonably acceptable to Purchaser. All invoices must reference the Purchaser's Purchase Order number, contain an itemization of amounts for Products and Services purchased during the applicable invoice period and any other information reasonably requested by Purchaser, and must otherwise comply with the provisions of this Agreement. Invoices shall be addressed as directed by Purchaser.

4.3 Unless otherwise specified, Purchaser is responsible for any and all applicable sales taxes. Attachment A or Vendor's Proposal (Attachment D) shall specify any and all other taxes and duties of any kind which Purchaser is required to pay with respect to the sale of Products and Services covered by this Agreement and all charges for packing, packaging and loading.

4.4 Except as specifically set forth on Attachments A and F, Purchaser shall not be responsible for any additional costs or expenses of any nature incurred by Vendor in connection with the Products and Services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc. ("Incidental Expenses").

4.5 Price reductions or discount increases may be offered at any time during the contract term and shall become effective upon notice of acceptance from Purchaser.

4.6 Notwithstanding any other agreement of the Parties as to the payment of shipping/delivery costs, and subject to Attachments A, D, and F herein, Vendor shall offer delivery and/or shipping costs prepaid FOB Destination. If there are handling fees, these also shall be included in the pricing.

4.7 Unless otherwise directed by Purchaser for expedited orders, Vendor shall utilize such common carrier for the delivery of Products and Services as Vendor may select; provided, however, that for expedited orders Vendor shall obtain delivery services hereunder at rates and terms not less favorable than those paid by Vendor for its own account or for the account of any other similarly situated customer of Vendor.

4.8 Vendor shall have the risk of loss of or damage to any Products until delivery to Purchaser. Purchaser shall have the risk of loss of or damage to the Products after delivery to Purchaser. Title to Products shall not transfer until the Products have been delivered to and accepted by Purchaser at Purchaser's Destination.

#### **ARTICLE 5 – INSURANCE**

5.1 During the term of this Agreement, Vendor shall maintain at its own cost and expense (and shall cause any subcontractor to maintain) insurance policies providing insurance of the kind and in the amounts generally carried by reasonably prudent manufacturers in the industry, with one or more reputable insurance companies licensed to do business in Oregon and any other state or jurisdiction where Products and Services are sold hereunder. Such certificates of insurance shall be made available to the Lead Contracting Agency upon 48 hours' notice. BY SIGNING THE AGREEMENT PAGE THE VENDOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS MASTER PRICE AGREEMENT.

5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Lead Contracting Agency. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Lead Contracting Agency under such policies. Vendor shall be solely responsible for the deductible and/or self-insured retention and the Lead Contracting Agency, at its option, may require Vendor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

5.3 Vendor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Vendor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance. Vendor waives all rights against the Lead Contracting Agency and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Vendor pursuant to this Agreement.

5.4 Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty days (30 days) prior written notice to the Lead Contracting Agency.

#### **ARTICLE 6 – INDEMNIFICATION AND HOLD HARMLESS**

6.1 Vendor agrees that it shall indemnify, defend and hold harmless Lead Contracting Agency, its respective officials, directors, employees, members and agents (collectively, the "Indemnitees"), from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities (including, without limitation, reasonable attorney's fees), suffered directly or indirectly by any of the Indemnitees to the extent of, or arising out of, (i) any breach of any covenant, representation or warranty made by Vendor in this Agreement, (ii) any failure by Vendor to perform or fulfill any of its obligations, covenants or agreements set forth in this Agreement, (iii) the negligence or intentional misconduct of Vendor, any subcontractor of Vendor, or any of their respective employees or agents, (iv) any failure of Vendor, its subcontractors, or their respective employees to comply with any Applicable Law, (v) any litigation, proceeding or claim by any third party relating in any way to the obligations of Vendor under this Agreement or Vendor's performance under this Agreement, (vi) any Employee Taxes or Unemployment Insurance, or (vii) any claim alleging that the Products and Services or any part thereof infringe any third party's U.S. patent, copyright, trademark, trade secret or other intellectual property interest. Such obligation to indemnify shall not apply where the damage, claim, loss, expense, cost, obligation or liability is due to the breach of this Agreement by, or negligence or willful misconduct of, Lead Contracting Agency or its officials, directors, employees, agents or contractors. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph. The indemnity obligations of Vendor under this Article shall survive the expiration or termination of this Agreement for two years.

6.2 LIMITATION OF LIABILITY: IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.3 The same non-exclusive terms, conditions and pricing of this Agreement may be extended to government members of National Purchasing Partners, LLC. In the event the terms of this Agreement are extended to other government members, each government member (procuring party) shall be solely responsible for the ordering of Products and Services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring parties or unrelated purchasing parties harmless from any liability that may arise from action or inaction of the procuring party.

## **ARTICLE 7 – WARRANTIES**

Purchaser shall refer to Vendor's Proposal for all Vendor and manufacturer express warranties, as well as those warranties provided under Attachment B herein.

## **ARTICLE 8 - INSPECTION AND REJECTION**

8.1 Purchaser shall have the right to inspect and test Products at any time prior to shipment, and within a reasonable time after delivery to the Purchaser's Destination. Products not inspected within a reasonable time after delivery shall be deemed accepted by Purchaser. The payment for Products shall in no way impair the right of Purchaser to reject nonconforming Products, or to avail itself of any other remedies to which it may be entitled.

8.2 If any of the Products are found at any time to be defective in material or workmanship, damaged, or otherwise not in conformity with the requirements of this Agreement or any applicable Purchase Order, as its exclusive remedy, Purchaser may at its option and at Vendor's sole cost and expense, elect either to (i) return any damaged, non-conforming or defective Products to Vendor for correction or replacement, or (ii) require Vendor to inspect the Products and remove or replace damaged, non-conforming or defective Products with conforming Products. If Purchaser elects option (ii) in the preceding sentence and Vendor fails promptly to make the necessary inspection, removal and replacement, Purchaser, at its option, may inspect the Products and Vendor shall bear the cost thereof. Payment by Purchaser of any invoice shall not constitute acceptance of the Products covered by such invoice, and acceptance by Purchaser shall not relieve Vendor of its warranties or other obligations under this Agreement.

8.3 The provisions of this Article shall survive the expiration or termination of this Agreement.

## **ARTICLE 9 – SUBSTITUTIONS**

Except as otherwise permitted hereunder, Vendor may not make any substitutions of Products, or any portion thereof, of any kind without the prior written consent of Purchaser.

## **ARTICLE 10 - COMPLIANCE WITH LAWS**

10.1 Vendor agrees to comply with all Applicable Laws and at Vendor's expense, secure and maintain in full force during the term of this Agreement, all licenses, permits, approvals, authorizations, registrations and certificates, if any, required by Applicable Laws in connection with the performance of its obligations hereunder. At Purchaser's request, Vendor shall provide to Purchaser copies of any or all such licenses, permits, approvals, authorizations, registrations and certificates.

10.2 Purchaser has taken all required governmental action to authorize its execution of this Agreement and there is no governmental or legal impediment against Purchaser's execution of this Agreement or performance of its obligations hereunder.

## **ARTICLE 11 – PUBLICITY / CONFIDENTIALITY**

11.1 No news releases, public announcements, advertising materials, or confirmation of same, concerning any part of this Agreement or any Purchase Order issued hereunder shall be issued or made without the prior written approval of the Parties. Neither Party shall in any advertising, sales materials or in any other way use any of the names or logos of the other Party without the prior written approval of the other Party.

11.2 Any knowledge or information which Vendor or any of its affiliates shall have disclosed or may hereafter disclose to Purchaser, and which in any way relates to the Products and Services covered by this

Agreement shall not, unless otherwise designated by Vendor, be deemed to be confidential or proprietary information, and shall be acquired by Purchaser, free from any restrictions, as part of the consideration for this Agreement.

#### **ARTICLE 12 - RIGHT TO AUDIT**

Subject to Vendor's reasonable security and confidentiality procedures, Purchaser, or any third party retained by Purchaser, may at any time upon prior reasonable notice to Vendor, during normal business hours, audit the books, records and accounts of Vendor to the extent that such books, records and accounts pertain to sale of any Products and Services hereunder or otherwise relate to the performance of this Agreement by Vendor. Vendor shall maintain all such books, records and accounts for a period of at least three (3) years after the date of expiration or termination of this Agreement. The Purchaser's right to audit under this Article 12 and Purchaser's rights hereunder shall survive the expiration or termination of this Agreement for a period of three (3) years after the date of such expiration or termination.

#### **ARTICLE 13 - REMEDIES**

Except as otherwise provided herein, any right or remedy of Vendor or Purchaser set forth in this Agreement shall not be exclusive, and, in addition thereto, Vendor and Purchaser shall have all rights and remedies under Applicable Law, including without limitation, equitable relief. The provisions of this Article shall survive the expiration or termination of this Agreement.

#### **ARTICLE 14 - RELATIONSHIP OF PARTIES**

Vendor is an independent contractor and is not an agent, servant, employee, legal representative, partner or joint venture of Purchaser. Nothing herein shall be deemed or construed as creating a joint venture or partnership between Vendor and Purchaser. Neither Party has the power or authority to bind or commit the other.

#### **ARTICLE 15 - NOTICES**

All notices required or permitted to be given or made in this Agreement shall be in writing. Such notice(s) shall be deemed to be duly given or made if delivered by hand, by certified or registered mail or by nationally recognized overnight courier to the address specified below:

If to Lead Contracting Agency:

LEAGUE OF OREGON CITIES  
1201 Court St. NE  
Suite 200  
Salem OR 97301  
ATTN: Jamie Johnson-Davis  
Email: [rfp@ORCities.org](mailto:rfp@ORCities.org)

If to Vendor:

Interstate Restoration, LLC  
3401 Quorum Drive  
Suite 300  
Dallas TX 76137  
ATTN: Tammy Larson  
Email: [tlarson@interstaterestoration.com](mailto:tlarson@interstaterestoration.com)  
CC; Interstate Restoration General Counsel  
6200 S Syracuse Way, Ste. 230

Greenwood Village, CO 80111

Either Party may change its notice address by giving the other Party written notice of such change in the manner specified above.

#### **ARTICLE 16 - FORCE MAJEURE**

Except for Purchaser's obligation to pay for Products and Services delivered, delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by force majeure. For purposes of this Agreement, "force majeure" shall mean any cause or agency preventing performance of an obligation which is beyond the reasonable control of either Party hereto, including without limitation, fire, flood, sabotage, shipwreck, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), acts of nature, and delays or failure in obtaining raw materials, supplies or transportation. A Party affected by force majeure shall promptly provide notice to the other, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied. In the event of a force majeure situation, deliveries or acceptance of deliveries that have been suspended shall not be required to be made upon the resumption of performance.

#### **ARTICLE 17 - WAIVER**

No delay or failure by either Party to exercise any right, remedy or power herein shall impair such Party's right to exercise such right, remedy or power or be construed to be a waiver of any default or an acquiescence therein; and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power. No waiver hereunder shall be valid unless set forth in writing executed by the waiving Party and then only to the extent expressly set forth in such writing.

#### **ARTICLE 18 - PARTIES BOUND; ASSIGNMENT**

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties hereto, but it may not be assigned in whole or in part by Vendor without prior written notice to Purchaser which shall not be unreasonably withheld or delayed.

#### **ARTICLE 19 - SEVERABILITY**

To the extent possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under Applicable Law. If any provision of this Agreement is declared invalid or unenforceable, by judicial determination or otherwise, such provision shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the Parties shall be construed and enforced accordingly.

#### **ARTICLE 20 - INCORPORATION; ENTIRE AGREEMENT**

20.1 All the provisions of the Attachments hereto are hereby incorporated herein and made a part of this Agreement. In the event of any apparent conflict between any provision set forth in the main body of this Agreement and any provision set forth in the Attachments, including the RFP and/or Vendor's Proposal, the provisions shall be interpreted, to the extent possible, as if they do not conflict. If such an interpretation is not possible, the provisions set forth in the main body of this Agreement shall control.

20.2 This Agreement (including Attachments and Contract Documents hereto) constitutes the entire Agreement of the Parties relating to the subject matter hereof and supersedes any and all prior written and oral agreements or understandings relating to such subject matter.



## **ARTICLE 21 - HEADINGS**

Headings used in this Agreement are for convenience of reference only and shall in no way be used to construe or limit the provisions set forth in this Agreement.

## **ARTICLE 22 - MODIFICATIONS**

This Agreement may be modified or amended only in writing executed by Vendor and the Lead Contracting Agency. The Lead Contracting Agency and each Participating Agency contracting hereunder acknowledge and agree that any agreement entered into in connection with any Purchase Order hereunder shall constitute a modification of this Agreement as between the Vendor and the Participating Agency. Any modification of this Agreement as between Vendor and any Participating Agency shall not be deemed a modification of this Agreement for the benefit of the Lead Contracting Agency or any other Participating Agency.

## **ARTICLE 23 - GOVERNING LAW**

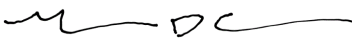
This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon or in the case of a Participating Agency's use of this Agreement, the laws of the State in which the Participating Agency exists, without regard to its choice of law provisions.

## **ARTICLE 24 - COUNTERPARTS**

This Agreement may be executed in counterparts all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year last written below.


PURCHASER:

DocuSigned by:  
Signature:   
38C546F8869143E...  
Printed Name: Mike Cully

Title: Executive Director  
LEAGUE OF OREGON CITIES

Dated: April 29, 2021 | 4:02 PM PDT

VENDOR:

DocuSigned by:  
Signature:   
285818580A2E471...  
Printed Name: Tammy Larson

Title: Vice President - Retail  
Interstate Restoration, LLC

Dated: April 29, 2021 | 2:21 PM PDT

**ATTACHMENT A****to Master Price Agreement by and between VENDOR and PURCHASER.****PRODUCTS, SERVICES, SPECIFICATIONS AND NON EXCLUSIVE PRICES****I. Labor****A. Operations Personnel Labor Rates**

These rates apply to personnel engaged to fulfill the terms of the contract, whether regular full-time employees of INTERSTATE RESTORATION LLC, INTERSTATE RESTORATION CALIFORNIA LP, and/or INTERSTATE RESTORATION HAWAII LLC (“INTERSTATE”), temporary hires employed directly by INTERSTATE, or personnel secured through subcontracted labor. Rates stated below are per person per hour. INTERSTATE’S Construction, Electronics, and Consulting Price Schedules are available on request.

Restoration Services	Rate / Hour	Restoration Services	Rate / Hour	Restoration Services	Rate / Hour
Administrative	\$36.75	Loss Control Specialist	\$63.00	Resource & Logistics Coordinator	\$65.00
Assistant Project Manager	\$78.75	Mobilization Support	\$35.00	Restoration / Document Laborer	\$48.75
Biohazard Supervisor	\$115.00	Moisture Control Specialist	\$42.00	Rest. / Document Project Manager	\$125.00
Biohazard Technician	\$95.83	Mold Remediation Labor	\$57.75	Restoration / Document Supervisor	\$57.75
Equipment Technician	\$115.50	Mold Remediation Supervisor	\$78.75	Skilled Tradesman	\$70.00
Health & Safety Officer	\$90.00	Project Accountant	\$75.00	Sr Project Manager / Ops Manager	\$110.25
Labor (GL)	\$39.50	Project Director/Account Manager	\$157.50	Document Consultant	\$157.50

**B. Other Labor Provisions**

- 1) All scheduled rates are for the first 40 hours worked in a week, based on a seven (7) day work week. The billing will start on the date of mobilization. All hours over 40 hours will be billed at one and a half (1.5) times the standard scheduled rate.
- 2) Recognized holidays by INTERSTATE will be billed at two (2) times the standard scheduled rates. These holidays are New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas.
- 3) The scheduled rates and provisions in Section I(A) are INTERSTATE’s standard wage rates. To the extent that Work under a particular contract is subject to the Davis-Bacon Wages Act, or other state or local prevailing wage requirements, or is being performed in jurisdictions wherein INTERSTATE utilizes a Prevailing Wage Addendum (“PWA”), if any, which may take the form of any written communication including, without limitation, email, then the rates and/or multipliers contained therein shall apply. INTERSTATE may amend a PWA, from time to time, by providing a revised PWA to Client and the same shall become part of this Schedule with prospective application, from the date it is provided to Client.
- 4) The scheduled rates and provisions in Section I(A) are INTERSTATE standard wage rates and overtime compensation practices. To the extent the Work, under a particular contract, is: 1) subject to federal or state minimum wage or collective bargaining agreements; 2) subject to applicable laws, rules, or regulations requiring certain or additional safety equipment; or 3) recommended by generally accepted licensed professionals to require certain or additional safety equipment, then INTERSTATE may, at its sole discretion, make adjustments to the hourly rates and other labor provisions stated herein or invoice all wages, at the billed rate plus a markup.
- 5) Travel time for all classifications shall be billed to the contract, at the rates set forth herein. Travel time hours are not included in overtime calculations.
- 6) INTERSTATE shall charge \$3.50 per man hour for supervision of Client’s own labor or employees working on any portion of the project.
- 7) When circumstances beyond INTERSTATE’S control require INTERSTATE personnel to standby on the job site, a minimum charge of 6 hours per person, per day, will be billed in addition to any and all reimbursable expenses associated with the standby.

- 8) INTERSTATE shall have no obligation to provide Client with any information or documentation regarding any personnel's Schedule classification, except as otherwise submitted by INTERSTATE to a governmental entity and deemed, by state law, to be a public record.

### C. Travel, Lodging and Per Diem

INTERSTATE shall be compensated for costs incurred for travel (airfare, rental cars, taxi, etc.) and lodging for all workers assigned to the project per the billing rates included in this Schedule. Lodging will be billed to the customer on an allowance basis, and may include hotels, rental homes, travel trailers, etc.. All incidental expenses will be billed per cost incurred (actual or allowance), plus ten percent (10%) mark-up. Per Diem rates will be charged for all personnel listed above in (Section I(A)) at a minimum rate of \$50.00 per person per day. INTERSTATE incurs, and thus charges, Per Diem expenses whether the Per Diem is paid directly to the employee, is charged to INTERSTATE as a separate charge, or is included with other compensation considerations. If actual costs cannot be determined for any reason, such incidental costs shall be determined in accordance with the rates set by the United States General Services Administration plus ten percent (10%) mark up.

## II. Equipment Rental

### A. Equipment Rates

These rates apply to equipment that is utilized in the performance of the Work.

#### General

Unit	Daily	Weekly	Monthly	Unit	Daily	Weekly	Monthly
Air Compr. Afrt Clr Pckg 450cfm	\$240.00	\$1,200.00	\$3,600.00	Lights – Demo, Drop, Stand, String	\$18.90	\$94.50	\$283.50
Air Compressor 350 -450cfm	\$952.00	\$4,760.00	\$14,280.00	Lights – Wobble	\$23.10	\$115.50	\$346.50
Air Compressor-Pancake	\$47.25	\$236.25	\$708.75	Meters- Gas, Moisture, Monometer	\$31.50	\$157.50	\$472.50
Buffer – Floor	\$31.50	\$157.50	\$472.50	Ozone Generator	\$131.25	\$656.25	\$1,968.75
Carpet Cleaning Machine – Port	\$135.00	\$675.00	\$2025.00	Portable Gen (up to 7,500 watts)	\$105.00	\$525.00	\$1,575.00
Compressor Hose	\$30.00	\$150.00	\$450.00	Pressure Washer (Cold)	\$105.00	\$525.00	\$1,575.00
Demo Cart, 7 yard	\$47.25	\$236.25	\$708.75	Pressure Washer (Hot)	\$157.50	\$787.50	\$2,362.50
Dry Cleaning unit – Portable	\$89.25	\$446.25	\$1,338.75	Radio (2-way)	\$21.00	\$105.00	\$315.00
Dry Ice Unit – Portable	\$288.75	\$1,443.75	\$4,331.25	Sprayer – Industrial Airless	\$157.50	\$787.50	\$2,362.50
Dry Ice, Hose 50' Section	\$31.50	\$157.50	\$472.50	Submersible Pump	\$26.25	\$131.25	\$393.75
Fogger – Electric Thermal	\$37.80	\$189.00	\$567.00	Vacuum – Backpack/Handheld	\$26.25	\$131.25	\$393.75
Fogger – Elephant Nose, Mist	\$26.25	\$131.25	\$393.75	Vacuum – Commercial	\$78.75	\$393.75	\$1,181.25
Fogger – Gas power Thermal	\$94.50	\$472.50	\$1,417.50	Vacuum – HEPA Industrial	\$89.25	\$446.25	\$1,338.75
Gang Box – Demo (1 per job)	\$125.00			Vacuum – Shop vacuum	\$26.25	\$131.25	\$393.75
HEPA Neg Air - < 750 CFM	\$79.00	\$395.00	\$1,185.00	Water Extraction Van, Truck mount	\$295.00/Hr		
HEPA Neg Air - > 750 CFM	\$125.00	\$625.00	\$1,875.00	Zip Walls (Per 2 poles)	\$26.25	\$131.25	\$393.75
Hydroxyl – XL3 Machine	\$230.00	\$1,150.00	\$3,450.00				

#### Drying / Dehumidification / Power / Pumps

Unit	Daily	Weekly	Monthly	Unit	Daily	Weekly	Monthly
Air Mover	\$29.00	\$145.00	\$435.00	Generator – Up to 25KW	\$576.92	\$1,730.77	\$5,192.31
Axial Air Mover	\$43.00	\$215.00	\$645.00	Generator – Up to 55KW	\$615.38	\$1,846.15	\$5,538.46
Injectidry System	\$140.00	\$700.00	\$2,100.00	Generator – Up to 100 KW	\$961.54	\$2,884.62	\$8,653.85
Ref Dehu < 100 pints/day	\$135.00	\$675.00	\$2,025.00	Generator – Up to 175 KW	\$1,138.46	\$3,415.38	\$10,246.15
Ref Dehu > 100 pints/day	\$155.00	\$775.00	\$2,325.00	Generator – Up to 320 KW	\$1,576.92	\$4,730.77	\$14,192.31
Water Extraction Unit (Port)	\$131.25	\$656.25	\$1,968.75	Generator – Up to 500KW	\$3,076.92	\$9,230.77	\$27,692.31
Desiccant – Up to 500 CFM	\$461.54	\$2,307.69	POR	Generator – Up to 800 KW	\$4,769.23	\$14,307.69	\$42,923.08
Desiccant – Up to 800 CFM	\$630.00	\$3,150.00	POR	Generator – Up to 1,000 KW	\$5,000.00	\$15,000.00	\$45,000.00
Desiccant – Up to 2,000 CFM	\$769.23	\$3,846.15	POR	Generator – Up to 1,500 KW	\$7,107.69	\$21,323.08	\$63,969.23
Desiccant – Up to 5,000 CFM	\$1,230.77	\$6,153.85	POR	Power Cable – 3/2 banded – 50'	\$40.00	\$200.00	\$600.00
Desiccant – Up to 10,000 CFM	\$1,769.23	\$8,846.15	POR	Power Cable – 3/2 banded – 100'	\$72.00	\$360.00	\$1,080.00
Desiccant – Up to 15,000 CFM	\$2,769.23	\$13,846.15	POR	Power Cable – 4/0 - 50' sections	\$27.00	\$135.00	\$405.00
Flex Duct (25' section)	\$21.00	\$105.00	\$315.00	Power Cable – 4/0 - 100' section	\$50.00	\$250.00	\$750.00

Unit	Daily	Weekly	Monthly	Unit	Daily	Weekly	Monthly
Heater – 400,000 BTU Ind Fire	\$630.00	\$3,150.00	\$9,450.00	Power Cable - Pigtails (Each)	\$16.80	\$84.00	\$252.00
Heater – 700,000 BTU Ind Fire	\$1,102.50	\$5,512.50	\$16,537.50	Elect Dist (400 Amp Splitter)	\$262.50	\$1,312.50	\$3,937.50
Heat Pro 700,000 Ind w/ Gen	\$1,575.00	\$7,875.00	\$23,625.00	Elect Dist Panel -10P(200 amp)	\$231.00	\$1,155.00	\$3,465.00
Heater – 60 kw Electric	\$525.00	\$2,625.00	\$7,875.00	Elect Dist Panel -4P(100 amp)	\$170.00	\$850.00	\$2,550.00
Heater – 150 kw Electric	\$1,575.00	\$7,875.00	\$23,625.00	Quad Box String (Exten – 50')	\$30.50	\$152.50	\$457.50
DX Unit (A.C.) – 1 Ton	\$269.23	\$807.69	\$1,615.38	Quad Box Strings (25' Sections)	\$30.25	\$151.25	\$453.75
DX Unit (A.C.) – 5 tons	\$576.92	\$1,730.77	\$3,461.54	Spider Box Main Panel – 6P	\$189.00	\$945.00	\$2,835.00
DX Unit (A.C.) –10 tons	\$692.31	\$2,076.92	\$4,153.85	Spider Box Main Panel – 8P	\$231.00	\$1,155.00	\$3,465.00
DX Unit (A.C.) – 25 tons	\$1,212.31	\$3,636.92	\$7,273.85	Sub-dist Panel (spider box)	\$42.00	\$210.00	\$630.00
DX Unit (A.C.) – 60 tons	\$1,923.08	\$5,769.23	\$11,538.46	Electrical Cable Ramps	\$25.20	\$126.00	\$378.00
DX Unit (A.C.) – 80 tons	\$2,307.69	\$6,923.08	\$3,846.15				

**Pumps**

Unit	Daily	Weekly	Monthly	Unit	Daily	Weekly	Monthly
2" Discharge Hose (50' – Sections)	\$20.60	\$103.00	\$309.00	6" Discharge Hose (50' – Sections)	\$52.50	\$262.50	\$787.50
2" Gas Powered Pump	\$141.75	\$708.75	\$2,126.25	6" Gas Powered Pump	\$367.50	\$1,837.50	\$5,512.50
2" Suction Hose (20' – Sections)	\$20.60	\$103.00	\$309.00	6" Suction Hose (20' – Sections)	\$40.95	\$204.75	\$614.25
4" Discharge Hose (50' - Sections)	\$37.80	\$189.00	\$567.00	8" Discharge Hose (50' – Sections)	\$120.75	\$603.75	\$1,811.25
4" Gas Powered Pump	\$231.00	\$1,155.00	\$3,465.00	8" Gas Powered Pump	\$472.50	\$2,362.50	\$7,087.50
4" Suction Hose (20' – Sections)	\$36.54	\$182.70	\$548.10	8" Suction Hose (20' – Sections)	\$73.50	\$367.50	\$1,102.50

**Scissor Lifts / Boom Lifts / Forklifts / Floor Equipment**

Unit	Daily	Weekly	Monthly	Unit	Daily	Weekly	Monthly
Boom – 60' Articulating Boom	\$735.00	\$3,675.00	\$11,025.00	Floor, Walk Behind Scrubber	\$408.50	\$2,042.50	\$6,127.50
Boom – 80' Articulating Boom	\$1,156.75	\$5,783.75	\$17,351.25	Forklift, Reach 10000#	\$825.00	\$4,125.00	\$12,375.00
Boom – 40' Articulating Boom	\$530.00	\$2,650.00	\$7,950.00	Forklift, Reach 12000#	\$1,054.25	\$5,271.25	\$15,813.75
Boom Lift – 40' Straight Boom	\$530.00	\$2,650.00	\$7,950.00	Forklift, Reach 6000#	\$525.00	\$2,625.00	\$7,875.00
Boom Lift – 60' Straight Boom	\$735.00	\$3,675.00	\$11,025.00	Forklift, Reach 8000#	\$602.50	\$3,012.50	\$9,037.50
Boom Lift – 80' Straight Boom	\$1,156.75	\$5,783.75	\$17,351.25	Scissor, 19' – 20' Elec Scissor	\$259.50	\$1,297.50	\$3,892.50
Floor, Ride on Scrubber	\$878.33	\$4,391.65	\$13,174.95	Scissor, 26' Electric – Wide	\$277.25	\$1,386.25	\$4,158.75
Floor, Tile Scraper	\$465.00	\$2,325.00	\$6,975.00	Scissor, 32' Electric Scissor	\$379.50	\$1,897.50	\$5,692.50

- 1) The daily rental rate shall be charged for each calendar day, or portion thereof, during which the equipment is utilized to perform Work, regardless of the number of shifts on which the equipment is used during the day.
- 2) In the event INTERSTATE is requested to provide power only, a weekly rate will apply.
- 3) In the event any item of equipment is damaged beyond reasonable repair by conditions at the Work site, Client shall be charged the replacement cost plus ten percent (10%).
- 4) A small tools usage charge will be calculated at three percent (3%) of total labor and applied to all projects.
- 5) Unscheduled purchased equipment not listed on this schedule will be charged at a daily rental rate of 5% of the purchase price.
- 6) INTERSTATE will charge a debris disposal fee, of at least \$125.00 per project.

### III. MATERIALS

#### General

Item	Rate	Unit	Item	Rate	Unit	Item	Rate	Unit
Adhesive Remove	\$78.75	Gal	Filter, Pleated for 2800i or 20x20x4	\$64.05	Ea	Plastic (Visqueen) – Up to 6 mil	\$161.28	Roll
Bleach	\$8.47	Gal	Filter, Pre-Filter	\$1.98	Ea	Plastic Poly Hangers	\$5.25	Ea
Box – Book	\$4.15	Ea	Fogger (Thermal)	\$94.35	Gal	Red Resin Paper – 200' Roll	\$21.45	Roll
Box – Large	\$6.30	Ea	Furniture Blocks	\$84.30	Box	Rust Inhibitor – Regular Duty	\$139.64	Gal
Carpet Cleaner – Liquid	\$51.73	Gal	Furniture Polish	\$16.40	Can	Rust Inhibitor – Severe Duty	\$149.26	Gal
Carpet Mats – Sticky 4 per case	\$132.16	Ea	Glass Cleaner	\$11.45	Gal	Rust Remover	\$73.50	Gal
Carpet Shield 24 x 200	\$66.90	Roll	Goof Off	\$13.50	Ea	Saltesmo Test Samples	\$8.75	Ea
Carpet Shield 36 x 250	\$127.86	Roll	Hog Rings	\$15.23	Box	Sand Bag – Excluding Sand	\$1.79	Ea
Chem Sponge	\$3.10	Ea	Inventory Tags	\$107.13	Box	Scotch Brite Pads	\$22.31	Box
Clear Seal – IAQ 6000/6100	\$105.88	Gal	Lay Flat Tubing (13" – 250' rl)	\$91.90	Roll	Soot Sealant – Clear Unsoot	\$85.24	Gal
Decon Chamber w/ pole	\$215.25	Ea	Lay Flat Tubing (20" – 250' rl)	\$97.02	Roll	Soot Sealant – Pigmented	\$229.88	Gal
De-Foamer Liquid	\$59.35	Gal	Lay Flat Tubing (29" – 250' rl)	\$162.20	Roll	Spray Adhesive	\$5.52	Can
Degreaser, All Purpose	\$34.65	Gal	Lay Flat Tubing (39" – 250' rl)	\$245.10	Roll	Stainless Steel Cleaner	\$10.40	Can
Degreaser, Heavy Duty - Unsoot	\$80.74	Gal	Lemon Oil	\$48.00	Gal	Stainless Steel Polish	\$13.65	Can
Deodorizer – 9D9	\$136.13	Gal	Lubrication / Penetrating Oil – Light	\$111.83	Gal	Tape – Duct/ Silver	\$14.95	Roll
Deodorizing Block/Asst Scents	\$14.75	Ea	Machinery Cleaning Solvent – LPS 3	\$201.08	Gal	Tape – Environmental (Teal)	\$11.20	Roll
Deodorizing Gel /Bad air sponge	\$31.98	Lb	Metal Polishing Paste	\$20.70	Pint	Tape – Poly Box	\$4.46	Roll
Disinfectant - BruClean	\$25.20	Gal	Microbial Encap (Foster 40-20)	\$122.76	Gal	Tape –Blue Masking	\$13.45	Roll
Disinfectant / Anti-microbial	\$82.98	Gal	Mop Heads	\$7.46	Ea	Trash Bags – 3 mil / Garden	\$1.25	Ea
Filter – HEPA Canister Vac	\$147.56	Ea	Packing Paper – (25lb Bundle)	\$55.71	Ea	Trash Bags – 3 mil / Garden	\$33.60	Roll
Filter Material	\$193.05	Roll	Paper – Corrugated/Craft – 48"x250'	\$129.92	Roll	Trash Bags – 6 mil Hvy Duty	\$2.72	Ea
Filter, Blue Paper Collection Bag	\$6.20	Ea	Plastic – Visqueen – 6 Mil 60 x 100	\$929.28	Roll	Trash Bags – 6 mil Hvy Duty	\$134.00	Roll
Filter, Carbon	\$33.25	Ea	Plastic (Fire Ret Visqueen) –6Mil	\$215.94	Roll	Wall Zippers	\$20.15	Ea
Filter, HEPA for Neg Air Machine	\$298.64	Ea	Plastic (Visqueen) – Up to 1 mil	\$43.53	Roll	Wipes, Cotton Cloth	\$4.57	Lb
Filter, Pleated	\$8.82	EA	Plastic (Visqueen) – Up to 4 mil	\$118.20	Roll	Wrap – Bubble	\$132.75	Roll
						Wrap, Shrink	\$52.92	Roll

#### PPE (Personal Protective Equipment)

Item	Rate	Unit	Item	Rate	Unit	Item	Rate	Unit
½ Face Respirator w/Cartridge	\$71.93	Ea	Gloves – Latex	\$18.00	Box	Safety Harness (PP/Day)	\$5.25	Ea
Cartridge – Respirator 7581	\$30.36	Ea	Gloves – Leather	\$7.88	Pair	Suit – Tyvek 35 Mold	\$8.69	Ea
Dusk Mask- W/ Button	\$33.85	Box	Gloves - Nitrile	\$2.47	Pair	Suit- Tyvek 55 Non Permeable	\$12.97	Ea
Gloves – Black Dot	\$4.73	Pair	Gloves – Rubber	\$13.45	Ea	Suit-Tyvek 25 Tech Shield	\$7.88	Ea

#### A. Additional Provisions regarding Materials

- 1) The foregoing prices shall be applied to all materials listed above that are utilized in the performance of the Work, whether shipped to the site from INTERSTATE inventory, shipped directly to the site from INTERSTATE'S source, or purchased locally by INTERSTATE.
- 2) Unscheduled purchased materials not listed on this schedule will be charged at cost plus 20%.
- 3) During the course of performance of the Work, INTERSTATE may add additional materials to the schedule above at rates determined by INTERSTATE.

### IV. Vehicles (Including but not limited to)

These rates apply to vehicles engaged to fulfill the terms of the contract, whether the vehicles are owned by INTERSTATE, temporarily rented/leased vehicles directly by INTERSTATE, or vehicles secured through subcontracted service providers. Rates stated below are per vehicle per day.

Unit	Daily Rate	Unit	Daily Rate
Tractor Trailer 53'	\$204.75	Vehicle – 16' or 24' Box Truck	\$131.25
Vehicle – Pick-up, SUV, Car	\$78.75	Vehicle - Van	\$131.25

**V. Reimbursable****A. Particular Trade or Service**

If a specific need for a particular trade or service exists, which is not otherwise listed on this Schedule, INTERSTATE'S Consulting Services Rate Schedule Agreement, if any, or which INTERSTATE does not provide or is unable to provide, for the project, the amount will be billed at cost (before any discounts) plus twenty percent (20%) for overhead and profit.

**B. Non-Scheduled Equipment**

For equipment used in the performance of the Work, which is not otherwise listed herein, INTERSTATE shall charge to Client the rental cost to INTERSTATE (before any discounts) plus twenty percent (20%).

**C. Freight/Transportation Charges**

INTERSTATE will charge for the costs incurred for the transportation of equipment and materials to and from the Work site. This will include the cost of transportation for removing the equipment and remaining supplies and materials, upon completion of the Work. All common carrier freight charges will be invoiced at INTERSTATE'S cost plus twenty percent (20%).

**D. Taxes and Permits**

The rates contained in this Schedule are exclusive of federal, state and local sales or use taxes and the costs associated with any applicable federal, state or local approvals, consents, permits, licenses and orders incident to performance of the Work. INTERSTATE shall be compensated for all such costs on the basis of INTERSTATE'S actual costs incurred for such items.

**VI. Indirect Expense Allocation**

INTERSTATE reserves the right to pass all indirect costs associated with mobilization and management recovery services during an area wide catastrophe to Clients. Area wide catastrophes could include but are not limited to hurricanes, tornadoes, floods, and earthquakes. This cost will be four percent (4%) of the total of all labor, equipment, consumables, outside services, and reimbursables (excluding taxes) on each project managed by INTERSTATE for the first 45 days of the catastrophe.

**VII. Other Considerations**

If INTERSTATE will be subject to an audit by a third party "Clerk of the Works/ Outside Consultants," the following stipulations will apply:

- 1) INTERSTATE shall be notified within 24 hours of Work commencement, if such parties are retained.
- 2) INTERSTATE may request the identified parties or designated "Clerk of the Works / Outside Consultants" to provide written approval of submitted rates within 24 hours of submittal by INTERSTATE.
- 3) Due to the time sensitive nature of emergency response projects approvals not received within 24 hours of submittal will be assumed approved and agreed upon.
- 4) INTERSTATE reserves the right to charge administrative and project management time to assist in "Clerk of the Works / Outside Consultants."

## VIII. Document Remediation

Specific drying only costs will be determined per job based on the following factors to include but not limited to:

- Nature of Damage
- Moisture Saturation
- Degree of Char / Soot Residue
- Mold / Mildew Infestation
- Smoke Odor
- Deodorization Requirements
- Storage of documents
- Contamination Factors including Debris, Sewage, Silt, and/or Hazardous Material

Labor, equipment, materials, shipping, gamma sterilization, freight, freezer storage, dry storage, and other costs incurred in connection with document remediation will be billed in accordance with the appropriate schedules and provisions contained in this attachment. These include:

Description	Hr. Rate	Description	Hr. Rate	Description	Hr. Rate
CD, DVD & Record Album Processing (ea)	\$2.11	Large Format - Cleaning Level 3 (ea)	\$3.56	Photograph Processing (ea)	\$0.49
Cleaning - Level 1 (per cu. ft.)	\$62.59	Large Format - Cleaning Level 4 (ea)	\$4.99	Rare Book Cleaning (ea.)	\$151.38
Cleaning - Level 2 (per cu. ft.)	\$93.80	Large Format - Cleaning Level 5 (ea)	\$5.53	Rare Book Drying (ea.)	\$19.12
Cleaning - Level 3 (per cu. ft.)	\$125.16	Large Format - Cleaning Level 6 (ea)	\$6.03	Refrigerated/Freezer Trailer	Cost + 20%
Cleaning - Level 4 (per cu. ft.)	\$156.42	Large Format - Drying (ea)	\$2.34	Return Box, 1.2 (ea)	\$4.86
Cleaning - Level 5 (per cu. ft.)	\$234.70	Microfiche Sheet Processing, each	\$2.11	Return Box, 2.0 (ea)	\$5.36
Cleaning - Level 6 (per cu. ft.)	\$312.85	Microfiche Strip Processing, each	\$0.49	Return Box, 2.5 (ea)	\$5.89
Deodorization - Ozone (per cu. ft.)	\$4.77	Microfilm Roll Processing, each	\$39.08	Return Box, Misc.	Cost + 20%
Deodorization - Vapor Tech (per cu. ft.)	\$5.31	Minimum Project Fee (excl. shipping)	\$695.00	Scanning - Level 1 (per image)	\$0.10
Document Destruction - Dry Shredding (per cu. ft.)	\$11.26	Monthly Storage (per cu. ft.)	\$2.25	Scanning - Level 2 (per image)	\$0.12
Document Destruction - Incineration	Cost + 20%	Pack out Box, 1.2 (ea)	\$2.83	Scanning - Level 3 (per image)	\$0.14
Document Destruction - Wet Shredding (per cu. ft.)	\$41.26	Pack out Box, 2.0 (ea)	\$3.11	Scanning - Level 4 (per image)	\$0.16
Freeze Drying - (1001+ cu. ft.)	<u>\$50.00</u>	Pack out Box, 2.5 (ea)	\$3.42	Scanning - Level 5 (per image)	\$0.18
Freeze Drying - (1-250 cu. ft.)	\$70.00	Pack out Box, Misc.	Cost + 20%	Scanning - Level 6 (per image)	\$0.20
Freeze Drying - (250-1000 cu. ft.)	\$60.00	Pallet (ea)	\$16.79	Scanning - OCR (add per image)	\$0.04
Freeze Drying - Book Prep (per cu. ft.)	\$5.00	Photocopying (Color) (ea)	\$0.84	Shipping	Cost + 20%
Gamma Irradiation - Min Charge (excl. shipping)	\$1,850.00	Photocopying (Legal) (ea)	\$0.54	Stabilization (per cu. ft.)	\$6.04
Gamma Irradiation (per cu. ft. excl. shipping)	\$18.50	Photocopying (Letter) (ea)	\$0.26	X-Ray Processing, per film (1001-5000)	\$2.46
Large Format - Cleaning Level 1 (ea)	\$2.02	Photocopying (oversized)	Cost + 20%	X-Ray Processing, per film (1-1000)	\$2.88
Large Format - Cleaning Level 2 (ea)	\$2.51	Photograph Negative Processing (ea)	\$2.11	X-Ray Processing, per film (5001+)	\$1.93

### **Cleaning Level Descriptions**

**Cleaning Level I** – HEPA vacuuming only; pertains to light debris, or dust (includes equipment, supplies, and labor)

**Cleaning Level II** – HEPA vacuuming, spot cleaning with a dry sponge and/or damp wipe with Microbial Solution; pertains to sporadic visible mold and/or hardened debris (includes equipment, supplies, and labor)

**Cleaning Level III** – Spot cleaning with dry sponge and/or damp wipe with Microbial Solution; pertains to consistent mold and/or hardened debris (includes equipment, supplies, and labor)

**Cleaning Level IV** – Cleaning with dry sponge and/or damp wipe with Microbial Solution; pertains to light mold and/or hardened debris, an light fire/flood damage (includes equipment, supplies, and labor)

**Cleaning Level V** – Cleaning with dry sponge and/or damp wipe with Microbial Solution; pertains to minor mold and/or hardened debris, moderate smoke/soot/fire damage, and minor flood damage; trim documents as needed (includes equipment, supplies, and labor)

**Cleaning Level VI** – Cleaning with dry sponge and/or damp wipe with Microbial Solution; pertains to severe mold and/or hardened debris, severe smoke/soot/char damage, and significant flood damage; trim documents as needed (includes equipment, supplies and labor)

### **Scanning Level Descriptions**

**Scanning Level I** – little to no prep required; loose papers or file folders, minimal staples/paperclips/binder clips (includes equipment, supplies, and labor)

**Scanning Level II** – little to moderate prep required; loose papers or file folders, average amount of staples/paperclips/binder clips per file (includes equipment, supplies, and labor)

**Scanning Level III** – moderate to normal prep required; file folders with some binders, normal amount of staples/paperclips/binder clips (includes equipment, supplies, and labor)

**Scanning Level IV** – normal to heavy prep required; file folders, binders, some bound materials; above normal amount of staples/paperclips/binder clips; (includes equipment, supplies and labor)

**Scanning Level V** – heavy to excessive prep required; file folders, binders, many bound materials; excessive amount of staples/paperclips/binder clips; different sizes of paper (includes equipment, supplies, and labor)

**Scanning Level VI** – excessive prep required; file folders, binders, bound materials; excessive amount of staples/paperclips/binder clips; different sizes of paper (includes equipment, supplies and labor)

*Note: each level can be a combination of the listed materials*



**ATTACHMENT B**

**to Non Exclusive Master Price Agreement by and between VENDOR and PURCHASER.**

**ADDITIONAL SELLER WARRANTIES**

To the extent possible, Vendor will make available all warranties from third party manufacturers of Products not manufactured by Vendor, as well as any warranties identified in this Agreement and Vendor's Proposal.

## **ATTACHMENT C**

**to Non Exclusive Master Price Agreement by and between VENDOR and PURCHASER.**

### **PARTICIPATING AGENCIES**

The Lead Contracting Agency in cooperation with National Purchasing Partners (NPPGov) entered into this Agreement on behalf of other government agencies that desire to access this non exclusive Agreement to purchase Products and Services. Vendor must work directly with any Participating Agency concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing, and payment. The Lead Contracting Agency shall not be held liable for any costs, damages, etc., incurred by any Participating Agency.

Any subsequent contract entered into between Vendor and any Participating Agency shall be construed to be in accordance with and governed by the laws of the State in which the Participating Agency exists. Each Participating Agency is directed to execute an Intergovernmental Cooperative Purchasing Agreement ("IGA"), as set forth on the NPPGov web site, [www.nppgov.com](http://www.nppgov.com). The IGA allows the Participating Agency to purchase Products and Services from the Vendor in accordance with each Participating Agency's legal requirements as if it were the "Purchaser" hereunder.

**ATTACHMENT D**

to Master Price Agreement by and between **VENDOR** and **PURCHASER**.

**Vendor's Proposal**

**(The Vendor's Proposal is not attached hereto.)**

**(The Vendor's Proposal is incorporated by reference herein.)**

**ATTACHMENT E**

to Master Price Agreement by and between **VENDOR** and **PURCHASER**.

**Purchaser's Request for Proposal**

**(The Purchaser's Request for Proposal is not attached hereto.)**

**(The Purchaser's Request for Proposal is incorporated by reference herein.)**

**ATTACHMENT F**

**to Master Price Agreement by and between VENDOR and PURCHASER.**

**ADDITIONAL VENDOR TERMS OF PURCHASE, IF ANY.**

## Certificate Of Completion

Envelope Id: 022B515415D146F896998449A7B38280		Status: Completed
Subject: Please DocuSign: MPA 2065 LOC and Interstate Restoration - FINAL.pdf, VAA 2065 NPPGov and Inter...		
Source Envelope:		
Document Pages: 36	Signatures: 4	Envelope Originator:
Certificate Pages: 5	Initials: 0	Marshall Stiles
AutoNav: Enabled		1100 Olive Way
Envelopeld Stamping: Enabled		Suite 1020
Time Zone: (UTC-08:00) Pacific Time (US & Canada)		Seattle, WA 98101
		marshall.stiles@mynpp.com
		IP Address: 73.239.90.189

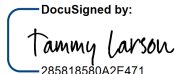
## Record Tracking

Status: Original	Holder: Marshall Stiles	Location: DocuSign
4/29/2021 10:48:20 AM	marshall.stiles@mynpp.com	

## Signer Events

Tammy Larson  
tammy.larson@firstonsite.com  
Vice President - Retail  
Security Level: Email, Account Authentication (None)

## Signature

DocuSigned by:  
  
285818580A2E471...  
Signature Adoption: Pre-selected Style  
Using IP Address: 70.190.248.41

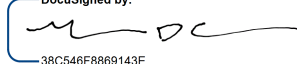
## Timestamp

Sent: 4/29/2021 11:09:40 AM  
Resent: 4/29/2021 12:38:15 PM  
Viewed: 4/29/2021 2:19:52 PM  
Signed: 4/29/2021 2:21:37 PM

## Electronic Record and Signature Disclosure:

Accepted: 4/29/2021 2:19:52 PM  
ID: b4efd7b7-e7b1-4bed-ba71-b98f406e60ee

Mike Cully  
mcully@orcities.org  
Executive Director  
Security Level: Email, Account Authentication (None)

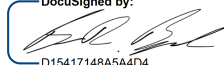
DocuSigned by:  
  
38C546F8869143E...  
Signature Adoption: Drawn on Device  
Using IP Address: 71.63.236.213

Sent: 4/29/2021 2:21:39 PM  
Viewed: 4/29/2021 4:02:21 PM  
Signed: 4/29/2021 4:02:32 PM

## Electronic Record and Signature Disclosure:

Accepted: 4/29/2021 4:02:21 PM  
ID: aedc1335-bf93-464e-8f00-73e2de4ffc1

Bruce Busch  
bruce.busch@mynpp.com  
Senior Vice President  
National Purchasing Partners  
Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
D15417148A5A4D4...  
Signature Adoption: Uploaded Signature Image  
Using IP Address: 73.97.193.171  
Signed using mobile

Sent: 4/29/2021 4:02:34 PM  
Viewed: 4/29/2021 9:52:25 PM  
Signed: 4/29/2021 9:53:29 PM

## Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Tammy Larson tammy.larson@firstonsite.com Security Level: Email, Account Authentication (None)	<div>COPIED</div>	Sent: 4/29/2021 11:09:40 AM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 4/29/2021 2:19:52 PM ID: b4efd7b7-e7b1-4bed-ba71-b98f406e60ee		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/29/2021 11:09:40 AM
Certified Delivered	Security Checked	4/29/2021 9:52:25 PM
Signing Complete	Security Checked	4/29/2021 9:53:29 PM
Completed	Security Checked	4/29/2021 9:53:29 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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