CONTRACT NO.SAMPLE
This number must appear
on all invoices

Port of Portland

EXHIBIT 3

SAMPLE PERSONAL SERVICES CONTRACT

NATIVE ART INSTALLATION

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

[Autofill] ("Provider")
[Autofill]
[Autofill]

RECITALS

A. The Port issued Request for Proposals No. [Autofill] (the "RFP"), inviting proposals from experienced Providers for a Native Art Installation (the "Services").

B. Through the selection process [Autofill] (the “Artist”) was selected to design, fabricate, transport, and install (the “Services”) the Artwork to be located at PDX.

AGREEMENT

1 TERM

The term of this Personal Services Contract (the "Contract") shall commence on [Autofill] or the date that this Contract is fully executed by both parties, whichever is later, and shall expire on [Autofill], unless sooner terminated under the provisions of this Contract. Expiration of the Contract term does not excuse Artist'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 AND ARTWORK

2.1 Artist Obligations

The Artist shall:

2.1.1 Perform all Services by furnishing all supplies, materials and equipment, transportation, travel, delivery, taxes, and fees as necessary to design, fabricate, and transport the Artwork in accordance with the specific requirements on Schedule 2.1 Statement of Services, and within the specified schedule. All Services under this Contract will be performed in a professional manner and in strict compliance with all terms and conditions in this Contract.

NOTE: The term “installation,” as used in this Contract, refers solely to the placement and incorporation of the artwork at the Airport and does not include construction activities.

SAMPLE

2.1.2 Determine the artistic expression, design, dimensions, and materials of the Artwork, subject to review and acceptance by the Port under this Contract. The Artwork as installed must be durable, taking into consideration that the Site is a public space that may be exposed to elements such considerable movement of people and equipment. The Artist must ensure that all maintenance requirements shall be reasonable in terms of time and expense. The Artwork shall not interfere with the intended use of the Site, nor pedestrian flow either to or from, or through the concourse connector, any safety and security devices or procedures applicable to the Site.

2.1.3 Complete the fabrication of the Artwork based on Artist's design and construction documents by the scheduled installation date, as provided in Schedule 2.4 Construction Schedule.

2.1.4 Provide all necessary information to the Port, including all design services, engineering information for the structure of the of the Artwork, fire rating information; and any other Artwork-specific information requested. Secure any other licenses, permits and similar legal authorizations required by Applicable Laws, at the Artist's expense, as may be necessary for the installation and maintenance of the Artwork at the Site, including registering [Provider] to do business in Oregon.

2.1.5 Arrange and cause the transportation of the Artwork to the Site, in consultation and coordination with the Port. The Artist shall be fully responsible and bear the risk for transporting the Artwork to the Site. If the Artist subcontracts the installation, fabrication or transportation of the Artwork, Artist shall supervise and approve the installation or fabrication personally and shall be solely responsible financially or otherwise for all needed corrections to any subcontracted Services.

2.1.6 Provide required insurance, or require such insurance from any subcontractors Artist uses, in amounts and limits specified in Section 8.3. Name the Port and General Contractor in the COI.

2.1.7 Provide a list of all subcontractors along with a copy of the agreement between the Artist and each subcontractor immediately upon demand from the Port.

2.1.8 Provide a maintenance manual with a description of all materials and products utilized in the Artwork and the required care and upkeep.

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2.2 Port's Obligations

The Port shall:

2.2.1 drawings, reports, a list of required permits, and other existing relevant data, if any, as needed to perform the Services.

2.2.2 Be responsible for compliance with all laws, regulations, and ordinances, including zoning or environmental regulations (the "Applicable Laws") applicable to the installation, presence, and maintenance of the Artwork at the Site, and shall explain any limitations imposed by such Applicable Laws to the Artist.

2.2.3 Apply for and obtain a building permit for the Artwork installation, based on information supplied by Artist.

2.2.4 Prepare the Site in accordance with the specifications detailed in the approved design provided by the Artist. The Port shall be responsible for all expenses, labor and equipment which may be described on Schedule 2.2 Site Preparation to prepare the Site for the timely installation of the Artwork; and shall complete Site preparations by the scheduled installation date in Schedule 2.4 Construction Schedule or shall inform the Artist of any delays, which delays the Port will make reasonable efforts to avoid and minimize.

2.2.5 Provide and install a plaque or other readily visible object on or near the Artwork containing a credit to the Artist and a copyright notice substantially in the following form: Copyright © [ARTIST'S NAME, DATE OF PUBLICATION].

2.2.6 Maintain the Artwork after installation consistent with the Artist's maintenance manual required under Section 2.1.9.

2.2.7 Use its best efforts not to permit any use of the Artist's name or misuse of the Artwork which would reflect discredit on the Artist's reputation as an artist or which would violate the spirit of the Artwork, should such use, or misuse be within the Port's control.

2.2.8 Be responsible for leading the Artist through any required internal review process required by the Port and be responsible for organizing and scheduling meetings with any applicable review entities, and for supplying the Artist with written instructions for the materials required at such meetings.

SAMPLE

2.3 Design

2.3.1 Revisions

The Port shall notify the Artist if it becomes aware that any revisions to the design are required to comply with any Applicable Laws, or for other reasons, including but not limited to, ensuring the physical integrity of the Artwork or its installation at the Site. The Port shall give such notice within fifteen (15) calendar days of its actual knowledge of such requirements. Any such modifications to the design shall be memorialized through a written amendment to the Contract signed by both parties.

2.3.2 Final Design & Construction Documents

a) The Artist shall prepare engineered stamped structural drawings detailing every physical feature of the construction of the Artwork and its integration with the Site. These drawings shall indicate any risks involved in the construction, integration, and maintenance of the Artwork, and any third-party subcontractors needed. Structural design must meet local seismic code requirements.

b) When appropriate, the Artist shall present such drawings to a qualified engineer, licensed by the State of Oregon, paid by the Artist, for certification that the Artwork shall be of adequate structural integrity for installation to the building components at the Site. The Artist shall provide the Port with such certification.

c) At the Artist's discretion, the Artist shall present the drawings to a qualified conservator, capable of making recommendations on the maintenance of the Artwork, and Artist shall integrate conservator's recommendations into the maintenance manual prepared under Section 2.1.9 and provide the updated manual to the Port.

2.4 Construction Schedule

2.4.1 The Artist's tentative construction schedule for the design, fabrication, and transportation of the Artwork, including a schedule for progress reports and inspections, if any, is attached as Schedule 2.4 Construction Schedule.

2.4.2 The Artist shall fabricate and transport the Artwork in substantial conformity with the design. The Artist may not substantially deviate from the approved design without prior written approval of the Port.

2.4.3 The Artist shall take reasonable measures to protect or preserve the integrity of the Artwork through the application of protective coatings unless the Port disapproves. If the Artwork is being constructed on Site, the Artist shall avoid creating nuisance conditions arising out of the Artist's operations. Prior to requesting authorization to transport and install the Artwork, the Artist shall also provide the Port with a list of all subcontractors and equipment to be used along with the hours of operation and the scope of work to be performed for installation on Site.

SAMPLE

2.4.4 The Port shall have the right to review and inspect the Artwork at reasonable times during its fabrication, upon fourteen (14) days' notice.

2.4.5 If the Port, upon review of the Artwork, determines that the Artwork does not conform to the design and construction documents, the Port reserves the right to notify the Artist in writing of the deficiencies and that the Port intends to withhold any further invoice payment. The Artist shall promptly cure the Port's objections and shall notify the Port in writing of completion of the cure. The Port shall promptly review the Artwork, and upon approval, release invoice payment if it considers the remedy satisfactory. If the Artist disputes the Port's determination that the Artwork does not conform to the design and construction documents, the Artist shall promptly submit reasons in writing to the Port within ten (10) calendar days of the Port's prior notice. The Port shall make reasonable efforts to resolve the dispute with the Artist in good faith. However, final determination as to whether the Artist has complied with the terms of this Contract is the Port's.

2.4.6 The Artist shall notify the Port and its General Contractor in writing when fabrication of the Artwork has been completed and the Artwork is ready for delivery and installation at the Site if the Artwork was fabricated elsewhere.

2.4.7 The Port shall inspect the Artwork within seven (7) calendar days after receiving notification pursuant to Section 2.4.6, prior to installation, to determine whether the Artwork conforms with the design and construction documents and to give final approval. The Port shall not unreasonably withhold final approval of the fabricated Artwork. If the Port does withhold final approval, the Port shall submit the reasons for such disapproval in writing within seven (7) calendar days of examining the fabricated Artwork. The Artist shall have seven (7) calendar days from the date of the Port's notice of the disapproval to make the necessary adjustments to the fabricated Artwork in accordance with such notice. The Artist shall not be penalized for any delay in the delivery and installation of the Artwork to the Site unless the Artist has fully and substantially deviated from the design and construction documents without the prior approval of the Port. The Artist shall then be held responsible for any expenses incurred in correcting such deviation.

2.5 Installation

2.5.1 Upon the Port's final approval of the fabricated Artwork as being in conformity with the design and construction documents, the Artist shall deliver the completed Artwork at the Site in accordance with the Schedule 2.4 Construction Schedule.

2.5.2 The Artist, or Artist's Representative for this section, shall coordinate closely with the Port and the Port's General Contractor to ascertain that the Site is prepared to receive the Artwork. The Artist must notify the Port of any adverse conditions at the Site that would affect or impede the installation of the Artwork. The Artist shall confer and coordinate with the Port to ensure timely coordination with the Port's General Contractor's construction team.

SAMPLE

2.5.3 The Artist, or Artist's Representative, agrees to be present to supervise the installation of the Artwork. The Artist shall provide the final sign-off of the installation of the Artwork. Either shortly before, or at the final completion of the installation, as agreed upon between the Port and the Artist, the Artist shall be on-site for final installation approval.

2.5.4 Upon the Port's written acceptance of the installation, the Artwork shall be deemed to be in the custody of the Port for purposes of Sections 6 Risk of Loss and Section 8.1 Indemnification.

2.5.5 The Artist shall also furnish the Port with a full written narrative description of the Artwork.

2.5.6 Upon installation of the Artwork, the Artist shall supply the Port with the maintenance manual required by Section 2.1.9 along with product data sheets for any material or finish used in fabrication. Direction on cleaning and protecting materials shall be provided by the Artist.

2.6 Services Performed by Subcontractors

Artist shall be responsible for the quality of the Services performed by any subcontractors employed by Artist to perform any part of the Services. Artist shall ensure that Artist's subcontractors comply with the terms and conditions of this Contract. For purposes of this Contract, the term "subcontractor" includes a firm with which Artist contracts for services necessary or convenient for Artist's performance of the Services.

2.7 Representations and Warranties

In addition to the other representations and warranties set forth in this Contract, Provider represents and warrants to the Port that:

2.7.1 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,

2.7.2 The 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,

2.7.3 The provider will comply with all such laws, regulations, executive orders, and ordinances, and

2.7.4 Provider's employees are trained in the proper safety procedures for the performance of the Services.

2.8 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.

SAMPLE

2.9 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 the Provider's reports are made public. The provider shall correct such errors at no cost to the Port. In-text citations must be provided for the sources of facts upon which opinions or analyses presented in written reports are based.

2.10 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.

2.11 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.

2.12 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 Total Compensation Limit

The total compensation paid under this Contract shall not exceed $[Autofill] without a written Contract amendment signed by authorized representatives of both parties.

SAMPLE

3.2 Expenses

The Port will reimburse Provider for all reasonable direct expenses actually incurred and necessary for the performance of Services, in accordance with the Travel Expense Reimbursement Guidelines set forth on the attached Schedule 3.2 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.

3.3 Subcontractor Hourly Rates

3.3.1 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.

3.3.2 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 3.3. 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 3.3. Provider shall ensure that its contracts with subcontractors relating to the Services include provisions implementing the requirements of this Section 3.3, including but not limited to a provision consistent with Section 3.3 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.

3.3.3 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.

3.4 No Additional Charges, Add-on Fees, or Markups

Provider and subcontractors at all tiers 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 at all tiers for goods, services, direct labor costs, or expenses.

SAMPLE

3.5 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.

3.6 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.

3.7 Audit Rights

3.7.1 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.

3.7.2 If the Port determines that Provider or Provider's subcontractors were not in compliance with this Section 3, Provider 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

The 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.

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 the Provider's invoices shall include:

a) the Port-assigned Contract number, content such as original budget amount, charges to date, current invoice amount and remaining budget information,

SAMPLE

b) 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 allowed under the Expense Reimbursement Guideline,

c) 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, invoices,

d) all information called for in the Sample Invoice that is not called for in this Section 4.2.2, and

e) 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

The 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. The 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 the Provider's invoice submission, or on such other frequency as the Port Project Manager (or his/her designee) may require. The 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 the 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.

SAMPLE

5.2 No Waiver

By making monthly payment 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 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 Provider is customarily engaged in, and will continue to customarily engage in, an independently established business as described in ORS 670.600(3).

7 CONTRACT ADMINISTRATORS AND PROJECT MANAGERS, NOTICES

7.1 Contract Administrators

The Port's Contract Administrator for this Contract is [Autofill], [Autofill],[Autofill]. Provider's Contract Administrator is [Name], [Phone], [Email]. Each party shall notify the other of any change in the party's Contract Administrator.

7.2 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.

8 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 8 shall be void.

SAMPLE

9 SUBCONTRACTING

9.1 Written Consent

The 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. The 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.

9.2 Port Review of Subcontractor Pricing

The Provider shall allow, at the Port's request, the Port to review the pricing arrangement that would be established by any subcontract. The Port may disapprove of a pricing arrangement that would result in a price that is not fair and reasonable under the circumstances.

10 CONFIDENTIALITY

10.1 Confidential Information

For purposes of this Contract, "confidential information" means all information related to the Port, the Services, the RFP, or this Contract that is or was received or accessed by Provider, whether before or during the term of this Contract, including but not limited to all communications between the Port and Provider relating to the Port, the Services, the RFP, or this Contract.

10.2 Use Restrictions

Provider will not use confidential information for any purpose without the Port's specific prior written authorization, except that Provider may use confidential information as may be necessary to perform the Services.

10.3 Confidentiality

Provider will not disclose confidential information to any person without the Port's specific prior written authorization, except that Provider may disclose confidential information:

10.3.1 on a need-to-know basis, to Provider's own staff and to the staff of any Port-approved subcontractors, who are directly involved with the performance of the Services and who are informed by Provider of the confidential nature of the confidential information and the obligations of Provider under this Contract, or

10.3.2 in accordance with a judicial or other governmental order, but only if Provider promptly notifies the Port of the order and complies with any applicable protective or similar order.

SAMPLE

10.4 Sharing Information

Provider shall not share any information relating to the Services with any third party (such as a corporation or other business entity, service provider, governmental entity, or person) other than Provider's approved subcontractors. If information relating to the Services needs to be shared with another party, Provider shall provide that information to the Port for forwarding by the Port. The Port may authorize deviation from the foregoing requirements on a case-by-case basis, but Provider shall not deviate from those requirements without the Port's prior written authorization. Provider shall not communicate with representatives of any of the news media regarding Services; any such communications shall be exclusively by the Port. Provider shall refer any public records requests received by Provider or a subcontractor to the Port for response.

10.5 Subcontractors and Employees

Provider shall make diligent efforts and shall take all reasonably necessary steps to ensure that the confidentiality required by this Contract is protected by Provider's subcontractors and the employees of Provider and Provider's subcontractors.

10.6 Notification

Provider will:

10.6.1 promptly notify the Port of any unauthorized use or disclosure of confidential information, or any other breach of this Section 10, and

10.6.2 assist the Port in every reasonable way to retrieve any confidential information that was used or disclosed by Provider or any of Provider's staff or the staff of any subcontractor without the Port's specific prior written authorization and to mitigate the harm caused by the unauthorized use or disclosure.

10.7 Exceptions

Provider will not breach Section 10.2 or Section 10.3 by using or disclosing Confidential Information if Provider demonstrates that the information used or disclosed is generally available to the public other than as a result of a disclosure by Provider or any of Provider's staff or the staff of any subcontractor.

10.8 Return of Confidential Information

Upon the Port's request, or upon the expiration or termination of this Contract, Provider will promptly return to the Port all materials furnished by the Port containing confidential information, together with all copies and summaries of confidential information in the possession or under the control of the Provider.

SAMPLE

11 INTELLECTUAL PROPERTY, OWNERSHIP OF WORK, ELECTRONIC VERSION

11.1 Definition

For the purposes of this Section 0, 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 the 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. The 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 January 2019, 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:

11.3.1 The Port typically operates within one release of the most current Microsoft Office version. The Port is currently running Office 365; upgrades and implementation of service packs occur regularly, however, and the Provider should verify appropriate format prior to submission, and should be prepared to have those formats change over the course of this Contract.

11.3.2 When documents are drawings or aerial photos, the acceptable formats are adobe acrobat (.pdf), graphical formats (.jpg or .tif), or AutoCAD 2019 (.dwg). AutoCAD data must meet the Port CAD and BIM Standards. Exact version compatibility and acceptable versions should be verified with the Port prior to delivery.

11.3.3 Tabled data is acceptable when delivered in MS Excel spreadsheet format (.xlsx).

11.3.4 Data targeted for import purposes must conform to the specific database requirements pertaining to the particular data and system in question.

SAMPLE

11.3.5 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.

11.3.6 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 design documentation estimates, 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:

11.5.1 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

11.5.2 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.

SAMPLE

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 $1,000,000 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 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.

SAMPLE

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 Additional Insured

All liability insurance coverages Provider maintains under this Contract, with the exception of Workers' Compensation and Professional Liability, shall name the Port, its commissioners, employees, and agents as additional insureds.

13.4 Certificates

13.4.1 Certificates Required

Prior to full execution of this Contract, Provider must furnish the Port with:

a) 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 13.4.1; and

b) a copy of the endorsement or policy provision providing additional insured status under applicable liability policies.

13.4.2 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. The 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 nonpayment of premium.

13.5 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 General Indemnity

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,

SAMPLE

and penalties resulting from, arising out of, or in any way connected with any acts or omissions of Provider or Provider's partners, directors, officers, managers, members, employees, subcontractors, invitees, or agents under this Contract.

14.2 Damage to Port Property

The 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 averse 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.

SAMPLE

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 the 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.

SAMPLE

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 10, 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 the 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 www.portofportland.com or from the Port Project Manager upon request), and all applicable regulations promulgated by the U.S. Transportation Security Administration ("TSA") and the U.S. 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 TSA. Enrollment is available online at www.tsa.gov/twic.

SAMPLE

18.3 Ensuring Compliance

The 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. The 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 of any Separation, Provider must notify the Port Project Manager of such Separation, to enable the Port to promptly terminate the badge-holder's access privileges.

18.5 Authorized Personnel

The 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. The 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 PUBLIC CONTRACTING CODE

To the extent applicable under this Contract, the following provisions required in public contracts under the Oregon Public Contracting Code are part of this Contract: ORS 279B.045 (compliance with tax laws); ORS 279B.220(1) (payment for labor or material); ORS 279B.220(2) (contributions to the industrial accident fund); ORS 279B.220(3) (liens and claims prohibited); ORS 279B.220(4) (income tax withholding); ORS 279B.230(1) (medical care for employees); ORS 279B.230(2) (worker's compensation); ORS 279B.235(1)(b) (pay equity); ORS 279B.235(1)(c) (employee discussions of rate of pay or benefits); ORS 279B.235(3) (hours of labor for personal services contracts); and ORS 279B.235(5)(a) (hours of labor for services contracts).

SAMPLE

20 CIVIL RIGHTS

20.1 General Civil Rights Provisions

Provider will comply with pertinent statutes, Executive Orders, and such rules as identified in the Title VI List of Pertinent Nondiscrimination Acts and Authorities (see FAA Order 1400.11A; the "Nondiscrimination Acts and Authorities"), to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds Provider and its subcontractors from the solicitation period through the completion of the Contract.

20.2 Compliance with Title VI Nondiscrimination Requirements

During the performance of this Contract, Provider agrees as follows: (a) Provider will comply with the Nondiscrimination Acts and Authorities, which are incorporated into this Contract; (b) Provider, with regard to the work it performs during the Contract, will not discriminate on the grounds of race, color, national origin (including LEP), creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment; (c) Provider will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21; (d) in all solicitations, either by competitive bidding or negotiation made by Provider for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Provider of Provider's obligations under this Contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin; and (e) Provider will include the provisions of this subsection in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Nondiscrimination Acts and Authorities or directives issued pursuant thereto.

21 EQUAL EMPLOYMENT OPPORTUNITY

When the Contract exceeds $10,000, Provider and its subcontractors shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). The Provider will include the provisions of this Section in every subcontract.

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 shall only be brought in a state or federal court located in Multnomah County, Oregon, which court's jurisdiction shall be exclusive. To the fullest extent permitted by applicable law, Provider shall be deemed to have

SAMPLE

irrevocably waived any objections to personal jurisdiction, venue, and objections based on forum non conveniens, and Provider further agrees to appear and submit to the jurisdiction of such courts in connection with any suit, action or other proceeding arising out of or related to this Contract.

22.2 Counterparts, Execution, Electronic Signatures

This Contract may be executed in counterparts. This Contract may be executed using:

22.2.1 original signatures, and

22.2.2 facsimile signatures, or

22.2.3 only with the Port's prior approval, Electronic Signatures as defined in the Electronic Signatures in Global and National Commerce Act, 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.

SAMPLE

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 written amendment signed by both parties. No oral modification shall be effective.

22.9 Integration

This Contract contains the entire agreement between the parties regarding the subject matter of this Contract, and supersedes all prior written or oral discussions, negotiations, or agreements between the parties regarding the subject matter of this Contract.

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.

SAMPLE

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 10, Section 0, 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 Acknowledgment

By executing this Contract, Provider acknowledges that it has:

22.16.1 carefully reviewed the entire Contract and all documents related to the Services that the Port has provided and,

22.16.2 reviewed or is otherwise familiar with all laws and regulations that are relevant to the Services, and

22.16.3 not relied upon any representation by the Port or its employees or representatives other than those expressly set forth in this Contract.

22.17 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]

SAMPLE

Provider:	**Port:**
[Autofill]	Port of Portland
By: _____	By: _____
Print name: _____	Print name: _____
As its: _____	As its: _____
Date signed: _____	Date signed: _____
Phone: _____	
	Approved as to legal sufficiency for the Port of Portland
Email: _____	_____
	Counsel for the Port of Portland

SAMPLE

SCHEDULE 2.1

Statement of Services

TBD

SAMPLE

SCHEDULE 2.4

Construction Schedule

TBD

SAMPLE

SCHEDULE 3.2

Travel Expense Reimbursement guidelines

1. 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:

1.1 Expense Report

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

1.2 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.

1.3 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 costliest option in air travel. Coach class is the standard for air travel on all trips throughout the continental USA, Canada, and Mexico.

1.4 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.

1.5 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.

1.6 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.

SAMPLE

1.7 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
1. Taxis 2. Parking 3. Tolls 4. Laundry, dry cleaning, and valet services for trips exceeding 5 consecutive days 5. Reasonable tips 6. Room service 7. Currency conversion 8. Air freight, Federal Express, express mail, and postage fees 9. Reasonable gym fees, when traveling three or more days consecutively within a work week	1. Child and pet care 2. Country club dues 3. Personal entertainment 4. Luggage 5. Parking or traffic fines or tickets 6. Haircuts 7. Kennel fees 8. Movies (including in-flight and hotel in-house) 9. Car washes 10. Expenses for travel companions/family members 11. Laundry, dry cleaning, and valet services for trips less than six consecutive days 12. Loss/theft of personal funds or property 13. Medical bills 14. Non-compulsory insurance coverage, optional travel or baggage insurance

SAMPLE

SCHEDULE 4.2.1

Sample Invoice

Bill To:	Date	Invoice #
Port of Portland Accounts Payable Department PO Box 3529 Portland, OR 97208 (Portinvoices@portofportland.com)		

Billing Period	

Contract #	
Task Order# (if applicable)	
Port Location	
Work Description	
Port Project Manager	
Port Environmental Project Manager (if applicable)	
Provider Project Lead	

Direct Labor

Name/Title	Rate	Hours	Amount
DIRECT LABOR TOTAL			

Direct Costs

Description	Cost/Qty	Rate	Amount
DIRECT COSTS TOTAL			

AMOUNT DUE THIS INVOICE	

Total Authorized Budget for this Task Order	
Remaining Authorized Budget for this Task Order	
Applicable Discount	
INVOICE TOTAL	

SAMPLE

Additional Information

Requirements	Notes
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. Port Environmental Project Manager	Even if this is the same as the Port Project Manager
8. Provider Project Lead	
9. 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.
10. Direct Costs	All administrative charges (e.g., photocopies, mileage, telephone) and outside services must be separated out. 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.
11. Amount Due This Invoice	Total labor and costs for the work for the month
12. Total Authorized Budget for This Work	Based on Contract or approved Task Orders
13. Remaining Authorized Budget for This Work	Based on Contract or approved Task Orders (this is a cumulative balance based on all work).
14. Applicable Discount	If applicable, apply discount for labor hour charges on this line.
15. Invoice Total	#12 less #15, above.
16. Final invoice for the Contract or each Task Order shall include the words "Final Invoice"	

Important

a) Invoices must represent services for one Task Order only; do not include multiple Task Order numbers on one invoice.

b) 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.

SAMPLE

SCHEDULE 13.4.1

Sample Insurance Certificate

CERTIFICATE OF LIABILITY INSURANCE

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

PRODUCER	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.	
** Sample ** Insert broker name and address.	INSURERS AFFORDING COVERAGE	NAIC #
INSURED	INSURER A: ** SAMPLE ** Enter insurer name.	** Enter NAIC.
** SAMPLE ** Insert vendor name and address.	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.

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.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	☒	GENERAL LIABILITY ☒ COMMERICAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR ☐ ____ ☐ ____ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC	** Enter policy no.	** Enter effective date.	** Enter expiration date.	EACH OCCURENCE	$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	☒	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☒ NON-OWNED AUTOS ☐ ____ ☐ ____	** Enter policy no.	** Enter effective date.	** Enter expiration date.	COMBINED SINGLE LIMIT (Each accident)	$1,000,000 ($5,000,000 if driving on airfield)
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
A	☐	GARAGE LIABILITY ☐ ANY AUTO ☐ ____	** Enter policy no. (If required)	** Enter effective date.	** Enter expiration date.	AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
A	☐	EXCESS/UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $	** Enter policy no. (If required)	** Enter effective date.	** Enter expiration date.	EACH OCCURRENCE	$
						AGGREGATE	$
							$
							$
							$
B	☒	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.	☒ WC STATU-TORY LIMITS ☐ OTH-ER	
						E.L. EACH ACCIDENT	$1,000,000
						E.L. DISEASE - EA EMPLOYEE	$1,000,000
						E.L. DISEASE - POLICY LIMIT	$1,000,000
A	☒	OTHER a. Professional liability/E&O (if rq'd) b. Cyber liability (if rq'd)	a. ** Enter policy no. b. ** Enter policy no.	a. ** Enter date b. ** Enter date	a. ** Enter date b. ** Enter date	a. Each occurrence b. Each occurrence	a. $1,000,000 b. $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.

SAMPLE

SCHEDULE 15.3

Conflict of Interest - Waivers

1 GENERALLY

The Port may conditionally or unconditionally waive a conflict of interest for purposes of Section 15.3 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 Chief Officer 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 15.3 Provider will:

2.1 Ensure that any waiver conditions are satisfied;

2.2 Obtain conflict waivers from all others with interests that are or are likely to become averse to the interests of the Port; and

2.3 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

3.1 A conflict waiver from another party must:

3.2 Be written and signed by an authorized representative of the entity granting the waiver, and

3.3 Describe the Services that Provider has performed or shall perform for the Port, and

3.4 Acknowledge and consent to Provider performing such Services, and

3.5 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

3.6 Waive the right to object to that testimony based on a conflict.

SAMPLE